

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: Regional Resource Recovery Facility (RRRF) Engineer of Record

RFP CONTRACT NO. 190-0157-NC (SS)

COUNTY PID NO. 004143A

NON-CONTINUING FIRM: CDM Smith Inc.

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**SECTION 1
INTENT OF AGREEMENT**

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES FOR

Regional Resource Recovery Facility (RRRF) Engineer of Record

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, **CDM Smith Inc.** with offices in Tampa, Florida hereinafter referred to as the CONSULTANT.

WITNESSETH, That:

WHEREAS, Pinellas County, herein referred to as the COUNTY, requires **PROFESSIONAL ENGINEERING SERVICES** associated with support to develop a Preliminary Engineering Report (PER) and Design Criteria Package (DCP) for a facility that will beneficially reuse biosolids generated by Pinellas County Utilities (PCU) along with those from other in-County and neighboring utilities, to sustainably recover the inherent resource value of those biosolids and additional solid waste components such as food waste, yard waste and waste tires and to produce alternative products that effectively eliminate the need to rely solely on land-filling, land application and/or fertilizer or produce energy.

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 PROJECT development phases and the services and activities attendant thereto.

2.2 PROJECT PHASES

All project phases shall be completed on or before the milestone dates provided in the COUNTY approved PROJECT 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 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 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 Gantt chart schedule showing overall PROJECT time frames should also be prepared. These schedules must be submitted for COUNTY approval within fourteen (14) calendar days following 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 CONDITIONS

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

2.4.2 All deliverables shall be provided electronically and or on a virus-free thumb drive. All documents shall be delivered electronically as required.

2.5 GOVERNING PERTINENT DOCUMENTS

The PROJECT shall be developed 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.

A. E-Verify. The Contractor and Subcontractor must register with and use the E-verify system in accordance with Florida Statute 448.095. A Contractor and Subcontractor may not enter into a contract with the County unless each party registers with and uses the E-verify system.

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

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

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

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

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

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

3.1 SEE EXHIBIT A – SCOPE OF SERVICES.

3.2 BIDDING PHASE – Not Applicable

3.3 CONSTRUCTION PHASE – Not Applicable

3.4 PROVISIONS RELATED TO ALL PHASES

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

3.4.2 The CONSULTANT will coordinate work by various disciplines.

3.4.3 The CONSULTANT shall submit to the COUNTY notes and computations to document the conclusions reached during the development of the PER and DCP.

- a. Design notes and computations shall be submitted to the COUNTY. 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 certified (signed and sealed) by the CONSULTANT, shall be submitted.
- b. The notes and calculations for the PER and DCP shall include, but not be limited to, the following data:
 - 1) Design criteria used for the PROJECT.
 - 2) Transportation Plan
 - 3) Environmental Plan
 - 4) Preliminary Drainage Evaluation
 - 5) Permitting requirements
 - 6) Preliminary Site Survey
 - 7) Geotechnical Report
 - 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 The CONSULTANT shall make such reviews, visits, attend such meetings and conferences and make such contacts as are necessary for the proper preparation of the PER and DCP for the PROJECT.

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

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

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

3.5 PERMIT APPLICATIONS AND APPROVALS– Not Applicable

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

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

A. Copies of existing data pertinent to the PROJECT, which the COUNTY may have in its possession.

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 PROJECT activities, the COUNTY will conduct with the CONSULTANT a workshop for the purpose of discussing issues relative to the PROJECT, 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 scheduled with COUNTY's project manager. 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, 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 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 emailed to the attention of the designated Project Manager, Robert Armstrong, P.E., 14 So. Fort Harrison Avenue, 6th Floor, Clearwater, FL33756

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: Two Hundred Twenty-Eight Thousand One Hundred Ninety and 00/100 Dollars (\$228,190.00) for the Task 100 – Project and Quality Management.

A Lump Sum Fee of: One Hundred Fifty-Eight Thousand Eight Hundred Seventy-Three and 50/100 Dollars (\$158,873.50) for the Task 150 – Project Workshops.

A Lump Sum Fee of: One Hundred Seventy-Seven Thousand Two Hundred One and 00/100 Dollars (\$177,201.00) for the Task 200 – Regional Partners and Other Stakeholder Engagement.

A Lump Sum Fee of: One Hundred Seventy-One Thousand Sixty-Two and 00/100 Dollars (\$171,062.00) for the Task 300 – Source Materials Quantification and Characterization.

A Lump Sum Fee of: Six Hundred Fifty-Seven Thousand Five Hundred Seventy-One and 00/100 Dollars (\$657,571.00) for the Task 400 – Technology Assessment and Alternatives Evaluation.

A Lump Sum Fee of: Two Hundred Six Thousand One Hundred Eight and 00/100 Dollars (\$206,108.00) for the Task 500 – Business Case Evaluations.

A Lump Sum Fee of: Five Hundred Nineteen Thousand Seven Hundred Fifty and 00/100 Dollars (\$519,750.00) for the Task 700 – Preliminary Engineering Report (PER).

The above fees shall constitute the total not to exceed amount of **Two Million One Hundred Eighteen Thousand Seven Hundred Fifty-Five and 50/100 Dollars (\$2,118,755.50)** 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 **Two Hundred Twenty-Five Thousand and 00/100 Dollars (\$225,000.00)** for all assignments performed.

7.3 Total agreement amount **Two Million Three Hundred Forty-Three Thousand Seven Hundred Fifty-Five and 50/100 Dollars (\$2,343,755.50)**.

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, 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 thirty (730) 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.

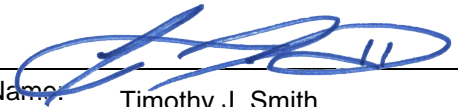
**SECTION 28
GOVERNING LAW AND AGREEMENT EXECUTION**

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: CDM Smith, Inc.

PINELLAS COUNTY, by and through its
Board of County Commissioners

By: 
Print Name: Timothy J. Smith
Title: _____ Date: 4/20/2022
Client Service Leader, Principal

By: _____
Name _____ Date: _____
Chairman

ATTEST:
Ken Burke, Clerk of the Circuit Court

By: _____
Deputy Clerk _____ Date: _____

APPROVED AS TO FORM

By: Jacina Parson
Office of the County Attorney

PINELLAS COUNTY
UTILITIES DEPARTMENT
SERVICES/AUTHORIZATION FORM

TO:	Director Pinellas County Department of Utilities
FROM:	Timothy J. Smith, Client Service Leader, Principal, CDM Smith Inc.
DATE:	March 11, 2022
SUBJECT:	Contract No. 190-0157-NC (SS) - RRRF Engineer of Record Task Order No. 1 – Phase 1
CDM Smith PROJECT NO:	6018-
SCOPE:	See Attached
SCHEDULE:	See Attached
DELIVERABLES:	See Attached
AUTHORIZED FEE:	\$2,343,755.50

PCU Project 4143A

Megan Ross, Utilities Director
Pinellas County

Timothy J. Smith, Client Service Leader
Principal
CDM Smith Inc

Date

4/20/2022

Date

PINELLAS COUNTY UTILITIES DEPARTMENT

TASK ORDER 1-2021

REGIONAL RESOURCE RECOVERY FACILITY (RRRF) EOR - PHASE 1

This Task Order No. 1 is prepared pursuant to the Regional Resource Recovery Facility (RRRF) Engineer of Record (Contract No. 190-0157-NC (SS) - RRRF Engineer of Record), dated XXX, XX, 2021 (Agreement) between Pinellas County (County) and CDM Smith Inc. (CONSULTANT).

INTRODUCTION

The County selected the CONSULTANT to provide professional services to develop a Preliminary Engineering Report (PER) and Design Criteria Package (DCP) for a Regional Resource Recovery Facility (RRRF or Project). The RRRF will beneficially reuse biosolids generated by the PINELLAS COUNTY UTILITIES (PCU) Department along with those from other neighboring utilities, to sustainably recover the inherent resource value of those biosolids. In conjunction with additional solid waste components such as food waste, yard waste and waste tires to produce alternative products or energy that effectively eliminates the need to rely solely on landfilling and/or land application for ultimate disposal in the original waste form.

The Pinellas County Solid Waste Department (PCSW) is an equal partner in this Project, having different needs but similar vested interests. This RRRF will be designed and operated to provide for diversion of various waste stream components from the County's Bridgeway Acres (BWA) Integrated Solid Waste (ISW) complex, comprised of a Class I Landfill, 75 megawatt Waste-to-Energy (WTE) plant, Green Waste Composting Area and Tire Shredding Area. Although the current system of WTE is state of the art and sustainable, the diversion of various waste components will better allow for municipal solid waste (MSW) growth and preserve existing capacity of the WTE and landfill facilities.

These various components include yard waste and tires that currently can be segregated, along with food waste that has been quantified but is not segregated from MSW, and miscellaneous small fiberglass structures that are currently collected at the ISW and potentially similar recoverable resources from other generators. Given that the County has a 'Grease Ordinance' in place, there is also an opportunity to enable the RRRF to accept fat, oil and grease (FOG), should it be viable to be incorporated with food waste or other source material and FOG haulers deem it economical to deliver their loads to the proposed RRRF. The RRRF concept and design will incorporate features to be able to receive and utilize these currently nonsegregated streams of food waste and FOG in the future.

The purpose of the PER is to define the partners and stakeholders and their responsibilities, current and future capacity, product specifications and requirements of the RRRF that will beneficially reuse and/or provide sustainable energy from a variety of input waste streams while being economically efficient and environmentally responsible. The CONSULTANT understands it is the County's desire for the RRRF to have the flexibility to produce a variety of final products, enabling it to adjust to changing regulations and issues, variable/seasonal availability/demand for final product, inbound source material flow, and public perception while generating a beneficial, sustainable product or energy source throughout its operational and contractual life, expected to be functional through at least the year 2050. Based on this

understanding, the CONSULTANT anticipates the RRRF may include a combination of technologies. PCU's share of biosolids alone represents approximately thirty-three percent (33%) of the total biosolids generated by other municipalities within Pinellas County and excludes any quantities that may be available elsewhere. The PER will evaluate both a design/build/operate (DBO) and alternative methods for procurement. The PER will include a recommended approach for the County to proceed with the procurement of construction and operation of the RRRF based on current and anticipated economic factors driving the overall final configuration.

DEFINITIONS

- Partners – Pinellas County Department of Solid Waste (DSW) and participating municipalities.
- Stakeholders – include the general public, commercial enterprises, municipal customers and facility operator.

BACKGROUND

This Task Order is based on the County's desire to develop a RRRF that can achieve the County's stated criteria to have the flexibility to adjust to changing regulatory issues and a variable/seasonal demand for final product. The CONSULTANT understands that the RRRF should improve public perception, generate a product that beneficially reuses the biosolids and other waste streams throughout its operational and contractual life and provides alternatives to the land application or landfilling of biosolids while utilizing feasible technologies to remain economically viable. Eliminating the need to land-apply biosolids by focusing on technologies which can produce product(s) which already have existing market(s) and/or have feasible end use which does not add nutrients (Phosphorous and Nitrogen elements) to land is a primary goal for the RRRF development. We understand that a RRRF that utilizes multiple technologies is anticipated by the County and is acceptable.

NECESSITY OF PHASING THE REQUIRED SERVICES

The overall scope of work under this initial Task Order for a RRRF consists of planning, analysis and evaluations, the preparation of a Preliminary Engineering Report (PER), Legislative and/or Project Funding Assistance, potential assistance with Inter-Local Agreements and County Ordinances, development of a Design Criteria Package (DCP), along with Procurement, Construction and Post Construction Phase Support and other items as listed in the County's RFQ. The CONSULTANT understands that the overall County authorized work under this Project includes the items listed in the County's RFP No. 190-0157-NC(SS) for the RRRF Engineer of Record and the CONSULTANT's proposal and presentation thereof. Since many important elements of the work such as facility size, markets, regional stakeholders and/or partners and their agreement with the County and the RRRF delivery method are not currently defined; the CONSULTANT after discussion with County staff has determined that the overall work is required to be progressively elaborated. This progressive elaboration requires the CONSULTANT to split the overall work into two phases; Phase 1 consisting of work requiring initial authorization and work progress to adequately define the Project and Phase 2 consisting of work which will be defined during the development of the PER.

The proposed services for the two phases are generally as follows:

- Phase 1 work under “RRRF Phase 1 Scope of Services”, which is listed subsequently in this Task Order authorization request.
- A generic summary of Phase 2 scope of work is shown in Exhibit A. Currently this work is being deferred to be authorized and initiated near the completion of Phase 1. Scope, schedule and budget for the Phase 2 work will be provided during the development of the PER or its acceptance by the County during overall Phase 1 scope of services being delivered. The timing of submission of Phase 2 work will be coordinated by the CONSULTANT with the County so as the project schedule would not be affected.

PRIOR SERVICES

The CONSULTANT will use the work and know-how developed by Black and Veatch (B & V) under the previously developed Biosolids Master Plan 2019 for the County through B & V staff and coordination with B & V as a project team. This offers the County a significant scope, schedule and cost advantage in that applicable background and biosolids specific planning work will be incorporated without recreating major tasks from the previous work. The CONSULTANT’s RRRF Phase 1 scope of work in this Task Order 1, is as follows:

RRRF PHASE 1 SCOPE OF SERVICES

TASK 100 - PROJECT AND QUALITY MANAGEMENT

Subtask 101 – Project Controls and Monitoring

Under this task the CONSULTANT will confirm that the quality of the work products defined within this scope are consistent with the CONSULTANT’s standards, and will maintain the project on schedule, and within budget. This task consists of project set-up, document control, contract management and invoicing activities, quality reviews, internal monthly project status review management meetings, project progress email updates, and Phase 1 project close-out.

The CONSULTANT will create and maintain a MS Teams site for project management and communications with County staff and provide a written progress report in support of each monthly invoice.

Subtask 102 – Project Risk Register and Schedule Control

Within 14 calendar days of receipt of the purchase order and/or notice to proceed the CONSULTANT will develop and provide to County a project baseline schedule. The CONSULTANT will utilize the baseline schedule as a means to track project status throughout the life of the project. The CONSULTANT will make efforts to identify, document and communicate project risks and potential means to mitigate project risk to the County. The CONSULTANT will develop and share with the County a Microsoft based excel project risk register. The risk register identifies specific items for project scope, schedule and fee which pose risk(s) and pathways to qualitatively and quantitatively address these risks. On a quarterly basis the CONSULTANT will update the project baseline schedule and risk register and provide each to the County for acknowledgement and acceptance. The changed schedule will become the new project

baseline schedule after County's acknowledgement. Where more frequent modifications are required by the County, the CONSULTANT can provide to County an updated schedule within 3 business days of request made by the County throughout the project duration.

Subtask 103 – Project Communications and Meetings

During project execution, the CONSULTANT will provide on-going engagement with the County and project stakeholders to keep the County apprised of project progress and known issues, collect and discuss the County's input and review comments, and exchange information. The CONSULTANT will use various communication means, such as face to face meetings, phone and video calls amongst team members, emails, and written correspondence. For this effort, the CONSULTANT has budgeted for the following meetings for the first two years of the project effective from project baseline schedule:

- **Bimonthly Meetings:** A total number of 6 on-line meetings and 6 in-person meetings with County project manager and technical lead attended by our project manager, and project engineer. The project technical lead (PTL) will attend the meetings on-line, over the phone or video conference. These meetings are estimated on a bimonthly frequency to discuss project updates, technical aspects and progress.

Subtask 104 – Project Quality Management

The CONSULTANT will check and cross-check information, data, analysis, evaluations and project deliverables using the CONSULTANT's standard practice to provide a systematic approach to quality in the services to be provided for this Project. The CONSULTANT will develop and provide to the County a Quality Management Plan and conduct both internal quality checks and address County's review comments for draft deliverables to record adherence to established quality management practices.

TASK 100 - DELIVERABLES

- **Subtask 101:** Project communication plan, monthly status report and invoice, project progress email updates, client surveys through client feedback tool and project close-out. MS Teams Channel and SharePoint project site will be developed and maintained for use by the CONSULTANT and County.
- **Subtask 102:** Project risk register (excel based) and project schedule with quarterly updates.
- **Subtask 103:** Emails for communicating summary of bimonthly meetings, emails with the draft and final minutes of meetings.
- **Subtask 104:** Quality Management Plan and any updates thereof, list of assumptions and limitations with draft and final deliverables, Review Comment Response Log to record addressing of County comments for draft deliverables.

TASK 150 - PROJECT WORKSHOPS

Subtask 151 – Project Kick-Off Workshop (Project Workshop No.1)

The CONSULTANT will conduct a 4-hour project kick-off workshop (Project Workshop No. 1) with the County to drive the development of Critical Success Factors and discuss the integration of our Project Quality Management (PQM) process with the project during this meeting. This workshop will be

attended by the CONSULTANT project manager, project technical lead (PTL), client service manager, two specialists, key subconsultant representatives and at least one project engineer. This workshop will integrate the CONSULTANT's lead staff with County's vision, priorities and will create a platform from which project progress can be gained and is critical to gain early momentum and align roles and goals within the CONSULTANT and County team. Under the PQM, the CONSULTANT will conduct the following discussions with the County team:

- ✓ Project critical success factors, criteria, and Key Performance Indicators (KPI).
- ✓ Overall project vision.
- ✓ Team approach to project delivery.
- ✓ Shared vision of project success.
- ✓ Lessons learned from previous experience.
- ✓ Brainstorming session with key stakeholders to capture important strategies and desired outcomes at Project level.
- ✓ Communication Protocols and Plan (communications type, methods, use of SharePoint and MS teams).
- ✓ Deliverables Format – documents in MS PowerPoint, MS Word, and pdf and/or MS Excel per County's desire and direction.

The CONSULTANT will work with the County to develop the preliminary criteria for technology screening and decision framework at the project Kick-Off workshop and after this workshop share a list and/or matrix of this criteria with the County for review. The CONSULTANT will combine the critical success factors, criteria, KPI's and decision matrix and/or its criteria into an editable document in MS Word format as the 'Project Guide' and share with County.

Subtask 152 –Technology Screening and Decision Framework Workshop (Project Workshop No. 2)

The CONSULTANT will conduct one 6-hour workshop (Project Workshop No. 2) with the County for this work: for technology screening and decision framework establishment. The workshop will be attended by our project manager, project technical lead (PTL), client service manager, two specialists, key subconsultant representatives and at least one project engineer from the CONSULTANT. The specialists will be technical staff with breadth and depth of experience in various technologies for biosolids and/or waste processing, reuse and beneficial use. Two sets of criteria will be developed mutually with the project team: technology screening criteria and alternative evaluation criteria.

In Project Workshop No. 2 the CONSULTANT will lead the development of Technology Screening Criteria with inputs and direction from County and key stakeholders with a focus on DBO and market considerations. For screening, fatal flaw criteria would be developed to narrow down the number of viable technologies and minimize the level of effort spent on approaches that do not align with the established goals for the RRRF. The CONSULTANT has estimated that up to ten screening criteria will be

developed which will consist of development status, typical application scale, site constraints, relative costs, and other important factors. The criteria development will be a multi-step approach as noted below:

- Define Preliminary Criteria: The previously developed criteria list and/or matrix from Subtask 151 would be further refined to reflect input received prior to this workshop.
- Prioritize Criteria: A paired comparison approach will be used in the workshop to prioritize (or weigh) criteria. This approach prioritizes the criteria by only comparing two (paired) criteria at a time with respect to their relative importance, which results in a straight-forward and objective ranking of the criteria. Typically, we walk through this approach with workshop participants, have them individually compare worksheets, and compile the worksheet results in the workshop. In this way, participants can review the results of the criteria development/prioritization and allow the group to make any adjustments before leaving the workshop.
- Define Performance Measures: For each criterion, the CONSULTANT's team will identify quantifiable performance measures that align with each criterion and its definition. These draft performance measures will be submitted to the County for review and comment and revised to reflect input received.
- Finalize Criteria: In the decision framework work, the CONSULTANT's team will seek final input on the criteria and definitions, driving toward consensus on both. The final step in the development of evaluation criteria is assigning each criterion to one of the four categories by employing a quadruple bottom line approach (economic, environmental, social and plant operational parameters) that will be the focus of the evaluation framework based upon the criteria developed and agreed upon by the key stakeholders.

Subtask 153 – Annual Workshops (Project Workshop Nos. 3 and 4)

The CONSULTANT will conduct two 4-hour workshops on an annual basis (Project Workshop Nos. 3 and 4) in the first two years to communicate project updates and present results, discuss strategies and financing using the decision criteria agreed upon by stakeholders. These workshops will be attended by our project manager, project technical lead (PTL), client service manager, and up to five more members such as specialists, project engineer, subconsultants. The specialists will be technical staff with breadth and depth of experience in various technologies for biosolids and/or waste processing, reuse and beneficial use, public and stakeholder engagement, financial modeling, project regulatory and permitting planning or general expertise in such regional facility development.

Subtask 154 – BOCC Update

The CONSULTANT will provide up to three updates to the Board of County Commissioners (BOCC) for the Project. This effort is estimated at or near the end of the first year and then twice in the second year of Phase 1 work. The CONSULTANT client service leader and project manager will attend and present or assist the County staff to present to the BOCC.

TASK - 150 DELIVERABLES

- Subtask 151: Workshop agenda, workshop minutes, provide a list and/or matrix of preliminary criteria for technology screening and decision framework prior to the project Kick-Off workshop, and subsequent to this workshop provide an updated list and/or matrix Project Guide will be provided in MS Word format.
- Subtask 152: Workshop agenda, workshop minutes, provide a draft of preliminary criteria for technology screening and decision framework prior to the workshop, and subsequent to this workshop provide a final list and/or matrix.
- Subtask 153: Workshop agenda, workshop minutes, a summary of project progress which consists of excel based risk register, project schedule, project status, and an outlook for work to be accomplished in the next six months.
- Subtask 154: BOCC Update – Up to 3 draft and final presentations.

TASK 200 - REGIONAL PARTNERS AND OTHER STAKEHOLDER ENGAGEMENT

Subtask 201 – Data Collection and Summary

The CONSULTANT will conduct two rounds of verbal and written communication with Utility and Solid Waste Directors or their designees such as the City of Clearwater, City of St. Petersburg, City of Largo, City of Tampa, and Hillsborough County and up to an additional five (5) partners/stakeholders. The CONSULTANT will discuss the preliminary information available to gauge interest of these parties in participating in a regional RRRF. The responses will be summarized in a letter report to the County. The County will decide and direct the CONSULTANT whether to pursue any party as a stakeholder and/or partner for the RRRF.

The CONSULTANT will make request for data and information, via emails, to gather and summarize available information from these partners/stakeholders for materials that may be available for the RRRF for the amount of Biosolids, Fats, Oil & Grease (FOG), Commercial Organic Solid Waste (putrescible), Yard Wastes and Waste Tires. The CONSULTANT will directly use the collected information and rely upon the data sources without any interpretation of data for any variability or applicability based on the participating stakeholder.

The CONSULTANT will create an excel spreadsheet summary of the collected data and provide a letter report to list data and information use and identify data gaps. Based on the identified data gaps, the CONSULTANT will analyze the usefulness of this data and information and provide a technical memorandum to County with recommendations for data use, and list out specific actions and data requirements from data and information gaps.

Subtask 202 – Stakeholder Engagement PLAN Development

The CONSULTANT will develop a stakeholder engagement plan (aka “PLAN”), that addresses long term strategy, provides a road map, and is easy for initial roll-out. This PLAN will use a mix of telephone town halls, virtual and in-person meetings (close captioned) and updates on websites.

A communications chart and data table will be developed as a 'tool' to highlight the advantages/disadvantages of the RRRF based on current and 'future' condition within a 10-year timeline. This tool will list items and issues for biosolids regulations governing emerging contaminants, applicable regulations governing nutrient run-off, land application sites, landfill disposal costs, land application site availability, additional side-streams for consideration in the RRRF as commercial/grocery waste, diversion of side-streams from the WTE and Bridgeway Landfill, tipping costs, and cost to participate in the RRRF. This tool will aid the County and owner stakeholders to internally communicate the consequences of biosolids disposal for land-application versus the non-land application type of concept desired from the RRRF and factors for carbon footprint impact with/without RRRF. This tool will be used to simplify these ideas and concepts into the PLAN. The tool will be simple to be communicated and understood by the general public and provide public information to understand the rationale for the RRRF and how the general public as biosolids generators can sense a shared responsibility to choose being 'for' or 'against' the RRRF.

The PLAN will be developed in coordination with the County through a 4-hour PLAN development workshop (Project Workshop No. 5) and will be a dynamic document that will be supplemented for specific initiatives and campaigns based on the overall project development, messaging, and objectives. The PLAN will consider and consist of:

- ✓ Public Outreach Goals/Objectives.
- ✓ Brand Development.
- ✓ Public Engagement and Education Strategies, Actions, and Tools.
- ✓ Key Stakeholders/Strategic Partners.
- ✓ Implementation Schedules/Milestones.

The CONSULTANT's team will review the PLAN at key milestone developments in the RRRF Project and update or develop recommended adjustments to the strategies, tactics, and messages in order to continue effective engagement of project stakeholders and provide a clear understanding of the RRRF project purpose and benefits.

Subtask 203 – Draft Memorandum of Understanding or Agreement Development

The CONSULTANT will assist the County and key partners/stakeholders in the development of a Draft Memorandum of Understanding (MOU) or a draft agreement for stakeholder participation.

The CONSULTANT will conduct two in person meetings for up to 2 hours each with the County and/or its partners/stakeholders for this work. Two sets of frameworks will be developed mutually with the project team, one for owner and the other for user based participating stakeholders.

The CONSULTANT will lead the development of frameworks with inputs and direction from County and key stakeholders with a focus on DBO and market considerations. Our lessons learned from previous projects will assist the project team to define both the framework and required gaps within stakeholder

interests (i.e., what specifically would constitute a fatal flaw and may eliminate a stakeholder from participation). The criteria development will be as below:

- Establish Criteria for Framework Development: The CONSULTANT will conduct one meeting for up to 2 hours with the County and/or its partners/stakeholders for this work. A paired comparison approach will be used in the meeting to prioritize (or weight) criteria. This approach prioritizes the criteria by only comparing two (paired) criteria at a time with respect to their relative importance, which results in a straight-forward and objective ranking of the criteria. Typically, we walk through this approach with the participants, have them individually compare worksheets, and compile the worksheet results in the meeting. In this way, participants can review the results of the criteria which offers the group an opportunity to make adjustments during the latter part of the meeting. The CONSULTANT will coordinate written comments received from stakeholders identified in Appendix C for the project.
- The CONSULTANT will prepare a draft narrative for MOU or agreement per direction from the County and then develop either a single draft narrative or up to two sets of such draft documents, one for owner and the other for user based participating partners/stakeholders.
- The CONSULTANT will provide either a single draft narrative or up to two draft narratives for County's review. As a follow up, the CONSULTANT will conduct one phone discussion with the County to understand the County's comments, the CONSULTANT's team will schedule and conduct one meeting for up to 2 hours with the County and/or its stakeholders to discuss the comments in detail and then proceed to address the comments as agreed upon in this meeting.
- The CONSULTANT will provide two draft narratives for MOU or agreement between the County and owner and/or user based participating stakeholders for assisting the County in developing these documents independently of this work or through the CONSULTANT through a separate authorization.

TASK 200 - DELIVERABLES

- Subtask 201: Workshop agenda and minutes, Excel spreadsheet summary of the collected data and provide a letter report to list data and information use and identify data gaps, and one draft and final Technical Memorandum (TM) identifying data use and gaps.
- Subtask 202: Draft and Final PLAN.
- Subtask 203: Draft narrative for MOU or agreement for owner and participating stakeholders.

TASK 300 - SOURCE MATERIALS QUANTIFICATION AND CHARACTERIZATION

Subtask 301 – Materials Availability and Characterization

The CONSULTANT will gather available information and data from County for:

- Known Private and commercial haulers of Biosolids..
- Seasonal (quarterly) pattern and spread and estimated future patterns.
- Integration of data for the above materials from the latest County's Solid Waste Master Plan and Biosolids master plan.

Our budget for this effort is based on data gathering consisting of up to 3 on-line meetings with County staff and two facility site visits. The CONSULTANT will analyze the available data and create summary statistics and distribute to County in email and paper formats.

Subtask 302 – Sampling and Laboratory Analysis Plan Development

Based on the available data and information from Subtasks 201 and 301, the CONSULTANT will develop a sampling and laboratory analysis plan to conduct a limited but focused characterization of available waste resources from potential partners/stakeholders and County for possible use in the RRRF as follows:

- Find available information via literature review and availability of potential technology providers to gauge interest in partnering with County to assist in gathering data for reuse of the proposed solid wastes as listed in Subtask 301.
- Develop a sampling plan for waste laboratory analysis within Pinellas County for Biosolids, Solid Waste, Fats, Oil and Grease (FOG), Commercial Organic Waste, Yard Waste and Waste Tires and available residuals from existing material recycling facilities and/or collected and sorted recyclables.
- Discuss the sampling plan with the County in one 2-hour meeting and provide email to document the discussion.

Subtask 303 –Material Characterization Summary

The CONSULTANT will conduct a limited literature review, screening up to 50 articles and selecting up to 20 articles to summarize the literature reported findings of the following material properties: source material elemental composition, heat and/or enthalpy values, material handling characteristics by Toxicity Characteristic Leaching Procedure (TCLP) and paint filter tests (materials as listed in subtask 302), and make recommendations about practical limits for possible reuse or destruction of these waste materials for the RRRF.

The CONSULTANT will confirm with the County two specific strategies developed and listed in the 2020 Solid Waste Master Plan (SWMP) by PCSW for estimating future trends in organic waste. These strategies are i) Rolling out Food Waste Collection Program for Commercial Sector by 2025 (Strategy #8), and ii) Rolling out Food and Yard Waste Collection Program for Residential Sector by 2034 (Strategy #9).

The CONSULTANT will analyze the data provided by the County for the organic waste to provide an estimate of organic waste in 5-year steps for future trends up to a 20-year timeframe beyond strategy implementation. The CONSULTANT will create a summary of waste characterization and range of estimates for usable values of material properties, estimated variation and limitations and provide a Technical Memorandum (TM).

TASK 300 - DELIVERABLES

- Subtask 301: Summary statistics of collected biosolids data with seasonal (quarterly) pattern and spread and estimated future pattern.
- Subtask 302: Draft and Final sampling plan for waste characterization.
- Subtask 303: A draft and final TM consisting of summary of estimated waste characterization, range of estimates for usable values of material properties and identifying data use and gaps.

TASK 400 - TECHNOLOGY ASSESSMENT AND ALTERNATIVES EVALUATION

Subtask 401 – Preliminary Site Screening -NOT USED WITH THE ASSUMED USE OF THE COUNTY’S FOG FACILITY SITE

Subtask 402 – Summary of Applicable Technologies

Given the resources available and the synergies of co-processing solid waste with biosolids, the technology assessment will focus on proven and potentially beneficial technologies according to the screening criteria defined and agreed upon by the County and key partners/stakeholders. The CONSULTANT will conduct the following evaluations to integrate with biosolids management for the proposed RRRF:

- Anaerobic digestion: For organic wastes such as biosolids, food wastes and FOG, anaerobic digestion is an effective process to convert these wastes into biogas which in turn can be utilized to generate bioenergy. Co-digestion of these feedstock has been practiced, although not yet widely adopted in the US.
- Composting: While anaerobic digestion is efficient and effective, not everything from the feedstock would be digested, and a digestate remains after the process that still needs to be managed. Digestate can be managed in different ways such as processing into compost which can be used as soil conditioner or fertilizer. Composting also has the benefits of utilizing the available yard wastes as an amendment.
- Drying: The County has been drying their biosolids at the SCBAWRF for almost 20 years. As an alternative to composting, digestate from anaerobic digestion can be dried to produce a soil amendment type product. Reducing the moisture content has the benefit of volume reduction as well as increasing the calorific value which will make it more attractive as a fuel. Thermal drying utilizing fuel can be costly, and with Florida’s climate, solar drying is an attractive alternative that will be considered. Solar structures that could provide a mechanism to capture rainwater, which could be made available for third parties as a side stream resource, will be considered.

- Thermal Treatment: In order to prepare the County to address emerging contaminant issues in biosolids and other potential waste streams, and to provide opportunities to use wastes tires, thermal treatment processes will be considered as part of the proposed RRRF. A screening level analysis of thermal treatment processes such as incineration, pyrolysis, gasification, or hydrothermal processes will be undertaken to identify potential usefulness of these technologies. In recent years, concerns have been raised regarding emerging contaminants such as endocrine disrupting compounds and Per- and polyfluoroalkyl substances (PFAS). Should the presence of these compounds prevent the use of biosolids and organics on land, application of thermal treatment process can offer an alternative way to destroy these compounds. Thermal processes also provide opportunity to reuse wastes tires. Pyrolysis and gasification processes have been shown to be effective in converting waste tires into energy. Waste tires are also used commonly in cement kilns as fuel. While the existing WTE facility has limited capacity to combust tires, an alternative thermal process design to handle feedstocks such as tires, dried biosolids and digestate, yard wastes and available recyclables will be considered for the RRRF.
- Hybrid Approach: A mixture of the above four technologies or a hybrid approach or a yet to be determined potentially feasible technology.

Subtask 403 – Market Analysis

The limited market analysis approach is intended to support the project goals, by building upon the goals but expanding the market explorations initiated in the 2019 Biosolids Master Plan. The CONSULTANT will perform a market assessment to determine demand estimates for each potential product and market, and will define buyer needs, limitations and preferences that may impact marketability. The CONSULTANT will make specific recommendations with respect to the outlet potential for each product studied, as well as specific implementations to identify advantageous and reliable outlets for potential County biosolids products. This effort will consider the use of biosolid products by other County’s departments (Public Works, Utilities, Parks and Recreation).

The CONSULTANT’s team will conduct a workshop with the County team to discuss the findings from Subtask 402 and 403 (Project Workshop No. 6) and subsequently finalize the findings and recommendations.

Subtask 404 – Regulatory Review and Environmental Permitting Evaluation

The CONSULTANT will perform a regulatory review for the RRRF site at the existing FOG Facility. This review consists of a preliminary review to identify potential regulatory requirements, permit application requirements, standards, or limitations that might present significant constraints to the existing FOG Facility site.

The CONSULTANT will identify the regulatory process and conduct a focused review to evaluate regulatory requirements for the FOG Facility site for the proposed RRRF. The review consists of current permits and related regulations and requirements for mandatory new permits. The intent of this regulatory review is to develop a summary of limiting conditions likely applicable for the RRRF. The following is an example listing of permits and regulatory criteria that may be considered:

- ✓ Stormwater and Environmental Resources Permitting.

- ✓ National Pollutant Discharge Elimination System (NPDES) Permitting.
- ✓ PFAS and emerging contaminants of concern evaluation.
- ✓ Potential Green House Gases (GHG) considerations and emerging regulation.
- ✓ Title V Air Operation Permitting.
- ✓ Air Construction Permitting.
- ✓ Prevention of Significant Deterioration (PSD) Permitting (air modeling would be part of this depending on potential emissions).
- ✓ New Source Performance Standards (NSPS) considerations.
- ✓ Consumptive Use Permitting.
- ✓ United States Army Corps of Engineers (USACE) Dredge & Fill Permitting.
- ✓ Florida Department of Environmental Protection (FDEP) Solid Waste Operation Permitting.
- ✓ Wetlands evaluation for the potential existence of wetlands at the proposed location.
- ✓ Others as deemed feasible based on alternatives selected for review.

The items below may also be reviewed as determined necessary, based on potential site(s):

- ✓ Wetland delineation. Threatened and endangered species survey.
- ✓ Air emissions area-wide evaluation including modeling.
- ✓ Local County and/or City permits.

The Environmental Regulatory and Permitting RRRF site at the FOG Facility evaluation will need to start early in the process. The CONSULTANT's team will provide a draft letter report to the County, provide a summary of findings for this work and then discuss them with the County team via on-line or physical meeting and subsequently finalize the letter report to document the findings.

Subtask 405 – Alternatives Evaluation and Facility Sizing (acreage as well as tons)

The CONSULTANT's team will build up to ten process train alternatives based upon preferred technologies and evaluate those trains to identify up to ten preferred alternatives for the County. Sifting through the multitude of technologies available to identify those that might meet the County's needs is a critical first step in the planning process and will be performed via a collaborative approach. The CONSULTANT's team will conduct a Technology Identification and Screening Workshop (Project Workshop No. 7) for this effort. For each technology considered at the workshop, the CONSULTANT's team will provide a brief process description, describe how the technology fared with respect to

technology screening criteria and seek consensus from the County on its inclusion in subsequent project evaluations.

A graphic depicting advantages and disadvantages of each evaluated alternative will be developed and provided to the County. Items to compare within this graphic are:

- ✓ Site size and traffic in and out patterns.
- ✓ Type and amount of waste inputs and ability to accept waste inputs from multiple sources.
- ✓ Potential noise and odor impact to vicinity.
- ✓ Side stream material flows if any.
- ✓ Carbon footprint estimation considerations or list.
- ✓ Measures to address upcoming contaminants.
- ✓ Schematic of Conceptual Energy Balance.
- ✓ Factors Impacting Facility Operations as batch or continuous process, staffing needs and skills, daily or routine loadings and maintenance, materials and consumables.
- ✓ Ability to meet current and future regulatory needs.

The CONSULTANT's team will track the scores for multiple alternatives by having users to input criteria, which will be calculated in accordance with agreed upon scoring method, and criteria using weights and scores assigned to each criterion. The results from our analysis will be made available for County's review. The CONSULTANT will share with the County the impact of changing various weights and scores to allow decision makers to review and adjust data. The CONSULTANT will use computer based excel type spreadsheet or other software to run various "what if" scenarios and address questions regarding the impact of a certain score in a "live mode" during technical Project Workshop No. 7, facilitating and streamlining decision making. Project Workshop No. 7 will be attended by the project manager, project technical lead (PTL), client service manager, and up to five more members such as specialists, project engineer, subconsultants.

The CONSULTANT will provide the County and potential RRRF Partners with information regarding the variety of important other factors that should be considered when shortlisting the alternatives. The other factors that will be considered are: sustainability, resiliency, safety, environmental stewardship, public acceptance, regulatory acceptance, risks, expandability, and consistency with the strategic plans defined by the County and the potential RRRF Partners.

The CONSULTANT will develop a draft list of criteria that should be considered as part of the evaluation of the alternatives and share this with the County and potential RRRF Partners for review and input. The CONSULTANT will work with the County and potential RRRF Partners to define the importance (weighting) of each factor/criterion versus the costs (economics) associated with each alternative. The

information gathered will be used to support the short-listing and subsequent business case evaluations of the alternatives.

Based on the results of the scoring and evaluation of selected ten alternatives, the top four alternatives will be identified and used for further screening and evaluation.

The CONSULTANT will perform a SWOT (Strengths, Weaknesses, Opportunities, and Threats) analysis on the top four alternatives, which will serve as a basis for alternative development and evaluation. The SWOT analysis will define strengths and opportunities to build upon in short and long-term planning, as well as weaknesses and threats that must be considered to develop a resilient program. A SWOT assessment matrix encompassing the findings from the efforts above will be developed and will provide the framework for defining the direction of future project evaluations. Findings from the SWOT analysis will be presented in a technical workshop (Project Workshop No. 8) to the County. Both Project Workshop Nos. 7 and 8 are estimated at 4-hours and will be attended by the project manager, project technical lead (PTL), client service manager, and up to two more members such as specialists, project engineer, subconsultants.

Subtask 406 – SLR / Resiliency to Coastal Hazards / Storm Surge

The CONSULTANT will conduct a sea level rise (SLR) and storm surge impact assessment of the facility to comply with industry best practice, the County's Strategic Plan, and Pinellas County Administrative Directive 2-12 'Resiliency in Capital Planning Directive'. The Pinellas County Directive 2-12 is attached as **Exhibit F**. The CONSULTANT will complete vulnerability assessments and resiliency planning efforts for the existing and proposed future infrastructure / facilities directly related to the RRRF following the County's 'Guidance for Incorporating Sea Level Rise into Capital Planning, Pinellas County' (most recent version) out to year 2100. The CONSULTANT will use the flood data from the County's existing SLR and storm surge vulnerability assessment for this task.

Facilities to be reviewed include existing Pinellas County Utilities and Solid Waste Facilities, potential RRRF partners' facilities, and the FOG Facility location for the RRRF. It is assumed that up to a total of ten (10) existing facilities and the FOG Facility siting location will be considered in the assessment.

The vulnerability assessment will include the following evaluations, as outlined in the County's CIP SLR guidance document:

- Exposure Evaluation – Degree to which an asset is unprotected or left in a vulnerable state (e.g., depth of flooding due to SLR).
- Sensitivity Evaluation – Degree to which an asset is impacted (e.g., temporary flooding causes minimum impacts or results in complete loss of asset or shutdown).
- Adaptive Capacity – Ability of an asset to adjust to climate change, to mitigate potential damages, to take advantage of opportunities, and/or cope with the consequences.
- Risk Assessment – Defining potential risks from SLR and coastal hazards at the existing and proposed facilities. Significant and/or critical assets that are vulnerable to SLR and storm surge will be

identified and quantified (damage potential, economic and non-economic impacts from disruption). This includes an evaluation of consequences to help set priorities for adaption planning (e.g., cost of reconstruction / repair, economic impact of disruption, length of disruption, irreversibility of impact).

- Adaptation Planning - Identify, prioritize, and incorporate means to reduce, mitigate, or protect from unacceptable risks.
 - Identify adaption strategies and approaches to protect assets from unacceptable risks and increase adaptive capacity
 - Prioritize strategies based on risk levels, sequence of expected impacts, and adaptive capacity
 - Timing of strategies
 - Approach for addressing or managing vulnerabilities to support asset function and longevity to protect and/or maximize investments.

The results from the SLR and storm surge vulnerability assessments and resiliency planning efforts will be documented by the CONSULTANT in a technical memorandum.

TASK 400 - DELIVERABLES:

- Subtask 401: NOT USED
- Subtask 402: A draft and final TM with a summary of applicable technologies.
- Subtask 403: A draft and final TM summarizing results of the market analysis, and Workshop agenda, workshop minutes to discuss and document TM from Subtasks 402 and 403.
- Subtask 404: Workshop agenda, workshop minutes to discuss draft letter report and provide a draft and final letter report to the County. The final letter Report may be finalized as a part of the Preliminary Engineering Report (PER).
- Subtask 405: Workshop agenda, workshop minutes and provide a draft and final TM with a summary of results consisting of evaluated process trains, SWOT analysis of top 4 alternatives and recommendations.
- Subtask 406: A draft and final TM documenting the SLR and storm surge vulnerability assessments and resiliency planning efforts.

TASK 500 - BUSINESS CASE EVALUATIONS

The CONSULTANT will perform financial and business case evaluations (BCEs) of the options being considered for the development, implementation and long-term operation of the RRRF. These financial and BCEs will be limited to the top 4 of the selected alternatives per findings of Task 400 and parts thereof.

The County will require a dynamic long-range (up to year 2050) financial model to consider multiple feedstocks, proposed solutions, and rate structures to adequately and equitably recover the cost among the identified stakeholders. The CONSULTANT will closely coordinate with PCU, PCSW, and the potential regional partners to identify the costs, benefits and risks associated with making the critical decisions and partnering agreements for the RRRF.

Subtask 501 – Funding Alternatives

The CONSULTANT's team will determine the key financial and economic metrics to assess the financial and environmental benefits of the solutions under consideration. The CONSULTANT will assist the County to identify a range of potential funding sources from low-interest loan programs such as State Revolving Loan (SRF) and Water Infrastructure Finance and Innovation Act (WIFIA) as viable funding, green bonds, applicable grants, or other viable funding sources. This analysis will consist of researching applicable government programs provided at the State and Federal level that may be applicable depending on the project outcomes. For example, for waste conversion technologies we would identify any applicable programs with the U.S. Department of Energy (DOE). The CONSULTANT will explore potential funding from private funds such as the Closed Loop Partnership which provides free financing for investing in a circular economy.

Subtask 502 – Financial Modeling and Business Case Evaluations (BCE)

FINANCIAL MODELING

The CONSULTANT will prepare a dynamic long-range financial model to consider multiple feedstocks, proposed solutions, and rate structures to adequately and equitably recover the cost among the identified stakeholders. The financial modeling is focused to consist of up to four (4) alternatives mutually agreeable to CONSULTANT and County.

The CONSULTANT will develop a long-range economic model to evaluate potential solutions and outcomes (both financial and environmental) to assist County management and stakeholders in deciding the best solution that fits the overall goals and objectives of the study. The model will consist of: i) a forecast of the quantities and characteristics of available biosolids and other materials that may be used for beneficial reuse; ii) identification of the life-cycle operating and capital needs; iii) economic assessment of any environmental or social benefits (quadruple Bottom Line) associated with each solution if desired by the County; and iv) net present value comparison and management dashboard to facilitate decision making by County staff and its stakeholders.

The CONSULTANT will develop a customized rate module as part of the economic model to assess different rate alternatives, and the associated customer impacts, to facilitate informed decision making. A range of rate estimates in terms of possible charges to participating stakeholders in terms of \$/dry ton of biosolids (or \$/wet ton of biosolids) will be considered. The rate module analyzes cost recovery and will be used to optimize a blend of selected objectives, such as fairness and equity, revenue stability, and parameters conducive to a regional partnership. The CONSULTANT will consider the technical analysis from biosolids and reuse waste feedstock characteristics, required feedstock commitments, and regional market conditions to design rates that meet the County's rate-setting objectives. The rate structure impacts the development of inter-municipal agreements. In the last step of the rate-making process, the findings and recommendations will be documented in a Study Report to educate the

stakeholders and the public about the rationale and justifications behind recommendations, the proposed rate structure and options, and their anticipated financial impacts to stakeholders in lay terms. The CONSULTANT will work with the County in the development of a communications strategy to garner support and understanding for the effective implementation of proposed rates, including public presentation to elected officials and stakeholders.

The economic model will evaluate potential solutions and outcomes to assist decisions regarding the best solution that meets the key goals and objectives of PCU, PCSW, and the regional partners for the RRRF. The model will provide an approach for quantifying the costs and value of environmental, social and other benefits/ issues consistent with the County's Strategic Plan into the BCE. The results will be summarized in both an easy-to-understand graphical format and a tabular format to ease communications with elected officials, managers, and citizens.

The findings and recommendations regarding the rate structure will be documented in a letter report to describe the rationale and justifications for the proposed rate structure and options, and their anticipated financial impacts to stakeholders.

RISK AND SENSITIVITY ANALYSIS

The CONSULTANT's team will perform a risk assessment that considers economic and implementation risks to provide an understanding of the estimated risks associated with each concept and assess the impact of different options to mitigate or transfer certain risks. This analysis will use Monte Carlo Simulations and Decision Tree Analysis to provide the risk evaluation. Sensitivity analysis will also be performed to assess which factors and assumptions related to expense or revenue items (such as finance interest rates, capital cost, O&M costs, regional partner contributions, and recovered resource sales revenues) have the greatest impact on the results of the financial analysis and overall BCE.

BUSINESS CASE EVALUATIONS (BCE)

BCE Workshop (Project Workshop No. 9): A web-based or on-site Project Workshop No. 9 will be conducted by the CONSULTANT's team to initiate this task in collaboration with key stakeholders. The goals for this workshop are: i) providing a forum to finalize the BCE approach plan and schedule; ii) confirm the BCE goals and objectives; iii) determine the key metrics to assess the economic, environmental, social and other benefits of the solutions under consideration; iv) discuss any areas of concerns or issues; v) review the data needs for the BCE; and vi) establish the communications plan for involving stakeholders throughout the BCE process.

The following items will be discussed at the BCE workshop:

- ✓ The needs and costs to access, build, and maintain Biosolids product markets.
- ✓ Alternatives to land application/landfill of biosolids, including compost and comparison of nutrient and emerging contaminants as drivers to the alternatives.
- ✓ Other material products as char, possible fuel and energy development potential as electricity, combined heat and power.

- ✓ Proof of performance demonstrations for a Biosolids marketing plan.
- ✓ Overall BCE of alternatives.
- ✓ The role of public private partnerships (PPP) in product development and marketing.
- ✓ Discuss if a Design/Build/Operate (DBO) delivery method is an effective solution for the RRRF.
- ✓ Specific options within a DBO (or alternate delivery method) agreement could be incorporated.

TASK 500 - DELIVERABLES

- Subtask 501: A draft and final Letter report summarizing funding alternatives.
- Subtask 502: Workshop agenda, workshop minutes, a draft and final Letter report summarizing the results of financial modeling, BCEs and risk and sensitivity analysis.

TASK 700 - PRELIMINARY ENGINEERING REPORT

Subtask 701 – Draft PER Development

The CONSULTANT’s development for the draft Preliminary Engineering Report (PER) will be guided by the work discussed in the previous tasks and will be in alignment with market acceptance of feasible alternatives and products. Adherence to Pinellas County Administrative Directive 2-12 will be met within this task, by incorporating resiliency into the project design. The CONSULTANT will document the work performed into a draft PER which will consist of a discussion on the following topics:

- Stakeholder engagement and associated impacts on source material quantity/quality (current and future conditions).
- Technology assessments consisting of recommended biosolids handling and treatment approach options, incorporation of fat, oil and grease (FOG) and food wastes; side stream treatment systems; and solutions to support various MSW waste stream components and the WTE Facility by potential reuse of yard waste and/or tree trimmings and/or waste tires and/or recyclables.
- Business case evaluations, associated rate studies which consider the quantity, variability, and marketability of beneficial end products (energy, metals, compost, fertilizer) and associated tipping fees, which will drive initial recommendations and further conversations with potential regional partners.
- Public engagement plans and progress, environmental stewardship (such as quantifying the impact the RRRF will have on carbon footprint reduction) and maintaining consistency with the Envision Sustainability principles and the County and PCU Strategic Plans and quantifying other environmental benefits.
- Assessment of procurement methods to confirm if a Design-Build-Operate (DBO) or alternate approach is the effective delivery method for the RRRF.

- Assessment of emerging issues and the potential for future regulatory changes to inform the decision-making/recommendations process and support the proactive identification of features that will add operational flexibility to enable the RRRF to adjust to changes that may occur over time.
- Based on the four alternatives considered in the BCE, an evaluation will be developed of alternative funding options, permitting requirements, cost estimating (capital, O&M and life cycle cost analysis), construction schedule, and construction sequencing for the new facilities.
- Approach considerations for RRRF partner agreements, defining costs, and individual responsibilities.
- For the selected RRRF alternatives, the CONSULTANT will develop the conceptual civil and mechanical layout drawings to define the size of the facility and process and instrumentation diagrams (P&IDs).
- Develop and provide “Planning level” opinions of probable construction cost to assist the County for budgeting purposes with planning level of contingencies and assumptions and limitations.
- Define recommended improvements for existing facilities, including a discussion on how to manage the existing SCBAWRF dryer facility and operations contract until the RRRF facility is operational.

Subtask 702 – PER Workshops

The CONSULTANT will conduct one workshops (Project Workshop Nos. 10) to discuss the draft PER and obtain confirmation for the presentation of draft results and recommendations. The CONSULTANT will provide a brief process description of screened and recommended technologies, describe how the technology fared with respect to technology screening criteria, BCEs, regulatory requirements, anticipated risks, estimated operation and maintenance needs and seek consensus from the County for finalization of the report.

Project workshop No. 10 is estimated for a full day 8-hours each and will be attended by the project manager, project technical lead (PTL), client service manager, and up to five more members such as specialists, project engineer, subconsultants.

Subtask 703 – PER Finalization

The CONSULTANT will address the comments received on the draft PER and during the PER workshops from the County and County designated stakeholders to finalize the PER. The PER will document goals established for the RRRF, preliminary design criteria and set the foundation for the development of the Design Criteria Package (DCP). The PER will meet the following requirements for a new RRRF treatment facility as specified in 62-640.880 (2) (e) Florida Administrative Code (FAC):

1. Types, quantities and characteristics of materials estimated to be treated at the facility.
2. The design capacity, which shall address the contribution of materials that will be treated at the facility.
3. If applicable, the design ratios of domestic septage, food establishment sludges, and wastes removed from portable toilets, or wastes removed from holding tanks associated with boats, marina pumpout, and other onsite systems.

4. A site plan showing operations and unit processes; 500-year, 100-year and 25-year flood elevations; approximate finish elevations for major treatment units, mixing tanks; storage tanks; and equipment. The CONSULTANT will coordinate any County requirements with County's insurer (FM Global) and list these requirements and potential pathways to address them in the PER narrative.
5. An assessment of environmental effects of the project, including odor, dust and noise control, public accessibility, proximity to existing and proposed residential areas, flood protection, and lighting.
6. Class of pathogen reduction and vector attraction reduction that will be achieved in accordance with subsections 62-640.600(1) and (2), F.A.C., and a description of treatment processes and equipment that will be used.
7. Technical information and design criteria for treatment facilities consisting of:
 - a. Hydraulic and organic loading rates – minimum, average, and maximum quantities for the treatment processes.
 - b. Metering and sampling provision.
 - c. Solids retention time.
 - d. Treatment process parameters to be monitored.
 - e. Chemical addition facilities, if applicable.
 - f. Removals or concentrations with separate tabulation for each unit handling solid fractions with supporting data including design calculations.
 - g. Mode of operation (batch or continuous).
 - h. Corrosion control measures.
 - i. Onsite storage of treated and untreated biosolids, storage of chemicals, and alternate disposal methods.
8. Process diagrams, consisting of:
 - a. Expected dimensions of unit operations and processes, capacities and volumes.
 - b. Process configuration.
 - c. Hydraulic profile.
 - d. Organic loading profile.
 - e. Solids profile.
 - f. Solids control system.
 - g. Flow diagram with capacities.
9. Operation and control strategies considered for prevention of upsets, spill prevention and control, leachate collection if applicable, alternate disposal methods, air emission and sidestreams, and reliability classification and features.
10. Composting facilities shall identify the bulking agent, recommended mixing ratios and moisture content, aeration methods, retention times for curing and drying, precipitation and runoff control measures, and provisions to reduce particle size of larger yard trash items such as limbs, trees and tree stumps to promote composting.

TASK 700 - DELIVERABLES

- Subtask 701: A draft of PER structure with table of contents and headings and a summary of the results of work accomplished to date, 10 % design level engineering drawings estimated between 10 to 20 drawings each for civil and mechanical disciplines, and a draft of planning level opinion of probable construction costs and probable operation and maintenance cost ranges.

- Subtask 702: (one workshop) Workshop agenda and minutes with action items to modify the draft PER.
- Subtask 703: A Final PER summarizing the results of work accomplished under this project, design engineering drawings estimated at 15% design level for up to 20 drawings each for civil and mechanical disciplines, a planning level opinion of probable construction costs and probable operation and maintenance cost ranges and overall life-cycle cost analysis by combining these two cost opinions and a scope document for Phase 2 of the overall Project.

TASK 750 - COUNTY ALLOWANCE FOR ADDITIONAL SERVICES

The work under this task is proposed to be authorized by the County at the staff level as OWNERS ALLOWANCE for a not to exceed Time and Materials basis for up to \$225,000.00 based upon approximately 10 percent of the base fee. This task provides flexibility to further delineate specific option(s) per County's directive and can reduce the schedule delay risk to County for any gaps between Phase 1 and Phase 2 scope of services. Currently, the CONSULTANT has identified the following services as subtasks under this task which are required to support the Phase 1 scope of work.

Subtask 751 – Additional Work Contingency

To offer an opportunity to further evaluate any specific topics of interest to County or any major stakeholder the CONSULTANT will conduct additional work per County's directive. This work may include, but not be limited to:

- Bench-scale testing or piloting.
- Expanding or exploring one or more alternatives for estimated conditions, Operation & Maintenance considerations.
- Observe existing conditions or operations at South Cross Bayou facility or at any wastewater or biosolids facility.
- Collect information or data or analyze or evaluate options or provide technical or summary reports.
- Assistance with Pinellas County's Economic Development Department or other Departments as necessary.
- Services to handle scope changes or additional services in line with the services listed in this authorization as determined by County staff for the RRRF.
- Any work not specifically listed in this authorization but deemed necessary by County staff for the RRRF.

ASSUMPTIONS FOR PHASE 1

- The workshop number denoted in this authorization was intended by the CONSULTANT only to aid in identifying the number of workshops. The actual workshops may not be held in sequence of the

suggested numbering of workshops but will be conducted to facilitate project progress in coordination with the County.

- The CONSULTANT will work with the County PM to identify and invite the appropriate County staff, key Stakeholders, and/or others to attend each Workshop.
- Unless explicitly stated otherwise, the CONSULTANT has assumed that all information and/or data exchange, communications, and submittals are provided and exchanged and communicated on-line and through conference calls only. The County will respond to data requests and schedule project meetings within a reasonable amount of time as not to affect the project schedule. The CONSULTANT will not be responsible for schedule delays due to County actions. The CONSULTANT has assumed that County will provide review comments within 2 weeks for all reviews and deliverables except PER for which the CONSULTANT has assumed a review timeline of up to 4 weeks for the County.
- The scope does not include any re-design, engineering or evaluation of the existing infrastructure or does not include work to propose change to any facility or its operations.
- If additional survey or geotechnical data is required to provide services under this scope of work, it will be at the County's expense and requested through separate authorizations.
- The CONSULTANT is not required to submit any documents to any permitting agency including, but not limited to, FDEP. County shall use project documents for regulatory permitting on its own.
- The CONSULTANT has assumed that Material Quantification and Characterization for Commercial Food Waste; Waste Tires; Yard Waste; Storm Debris; Fats, Oils and Greases will be provided by the County.
- The CONSULTANT has assumed that the FOG Facility is the potential RRRF location for the evaluation of regulatory requirements.
- Deliverables from the CONSULTANT to County are limited to the items listed under deliverables. Unless listed under deliverables, no formal submittal or minutes of meeting is planned for work under Phase 1.
- The PER is not intended to meet the requirements for domestic wastewater facilities as specified in 62-620.412 Florida Administrative Code (FAC) or for substantial modifications to an existing biosolids facility in any FAC.
- The PER scope and fee has been estimated by the CONSULTANT based on currently available information without knowing the selected alternative(s) from Phase 1 work. As such, the PER scope, schedule and fee may be required to be revised by the CONSULTANT if a different alternative is selected by the County. The CONSULTANT will provide a written advance notice for information to the County if such a major revision or change in scope to PER is deemed necessary by the CONSULTANT, and subsequently seek the County's approval.

- The CONSULTANT's fee estimate for the development of the PER is based on the assumption that a total (for all selected alternatives) of up to 20 civil drawings and up to 20 mechanical drawings will be required to complete the requisite drawing set to convey design intent of the PER.
- The CONSULTANT is not required to address the requirements of or assist the County or any party to address 62-640.880 (1) (c) Florida Administrative Code (FAC). This FAC requires the source facility and the biosolids treatment facility to enter into a written agreement addressing the quality and quantity of the biosolids accepted by the biosolids treatment facility.
- For any AutoCAD use on the Project the CONSULTANT will use drawings in a format consistent with the CONSULTANT'S standards. The CONSULTANT's standard above grade vertical facilities is to develop them in 3D.
- The CONSULTANT will NOT provide any services other than those specifically identified herein.
- No material testing is proposed under the current Phase 1 scope of work.

The CONSULTANT will start work within seven working days after receiving the formal purchase order and/or written notice to proceed (NTP). Within 30 days after receiving the NTP, the CONSULTANT will prepare a project schedule for discussion with the County. This schedule will become the Baseline Schedule for the Project. The estimated schedule is shown in **Exhibit B**.

PAYMENT AND COMPENSATION

The CONSULTANT will perform the work defined in this Task Order for the Phase 1 services on a Time and Material basis in accordance with the terms and conditions of our Agreement for a not-to-exceed (NTE) fee of \$2,118,755.50 (Task 100 through Task 700). For any Additional Services, Task 750, a NTE amount of \$225,000.00 is established for the exclusive use of the County, and the CONSULTANT will not use this allowance amount without the prior written approval of the County's project manager. The total NTE fee for this Task Order is \$2,343,755.50. A breakdown of the total fee for Phase 1 services is provided in **Exhibit D**.

Both the CONSULTANT and the County recognize that the services described above represent an estimated level of effort based on the best available information as of the time of this proposal. CONSULTANT shall not be obligated to incur cost, and the County is not obligated to pay fees in excess of the fee set forth herein, without written authorization signed by both the CONSULTANT and the County. The CONSULTANT will submit monthly invoices for the work performed during the project with a written project status report in support of the invoiced amount. No retainage will be withheld by the County from the monthly payments under this Task Order.

EXHIBIT A

The CONSULTANT after discussion with County staff has determined that the overall scope of work is required to be progressively elaborated. This progressive elaboration requires the CONSULTANT to split the overall scope of work into two phases. Exhibit A lists the anticipated Phase 2 tasks of the Project that will consist of work which can be started only after completion of Phase 1 work and is listed below.

List of future work under this agreement for Phase 2

TASK 200A - CONTINUED STAKEHOLDER ENGAGEMENT

- ✓ Updates and modifications to PLAN
- ✓ Media activities to support the RRRF Project and various public education objectives by development of media kits, use of ambassadors to write "editorials" and/or "letters to the editor" in support of the project, coordinating meetings with editorial board staff at key media outlets, and/or the development of a speakers' bureau composed of subject matter experts able to provide credible and objective perspective to the public
- ✓ Review and supplement messaging as needed to align with on-going developments
- ✓ Maintain and manage stakeholder database
- ✓ Continue stakeholder coordination activities
- ✓ Maintain project communication lines
- ✓ Maintain project website
- ✓ Support media outreach and monitoring
- ✓ Support special interest group meetings
- ✓ Optional: Assist with ENVISION stakeholder and public engagement documentation

TASK 400A - PERMITTING ASSISTANCE

- ✓ Permitting Assistance and permit applications and/or detailed listing of permit application requirements for permitting by County/contractor
- ✓ Continued site selection research and screening if required

TASK 600 – INTER-LOCAL AGREEMENT AND COUNTY ORDINANCES

- ✓ Develop a draft MOU and/or interlocal agreement(s)
- ✓ Assist County to set-up required ordinances
- ✓ Assist in stakeholder agreement development

TASK 600A – LEGISLATIVE AND/OR PROJECT FUNDING ASSISTANCE

The CONSULTANT may provide services specific to funding grant writing and disbursement to County.

The CONSULTANT may provide Legislative updates for potential impact to RRRF by monitoring the Florida Legislature for legislation that may impact the RRRF associated with biosolids, contaminants of interest, and internal use of renewable energy. The following legislative updates may be considered:

- ✓ Develop and implement a proactive legislative plan in conjunction with County
- ✓ Provide regular updates on lobbying activities performed on County's behalf
- ✓ Assist with setting up meetings with legislators, agency personnel as requested
- ✓ Draft letters and talking points, as necessary
- ✓ Advise when a bill is filed in the Legislature that may impact the RRRF
- ✓ Track and report bill progress and provide written status reports on a monthly basis
- ✓ Draft legislation and amendments to legislation on behalf of Pinellas County if legislation has been filed that will negatively impact the RRRF
- ✓ If a proactive legislative plan is developed, draft legislation and amendments to legislation on behalf of Pinellas County
- ✓ Obtain bill sponsors in the Florida House of Representatives and the Florida Senate for the legislation/amendments proposed related to the RRRF
- ✓ Coordinate with House and Senate bill drafting personnel to achieve consistency between House and Senate bill draft language and RRRF-related legislation/amendments
- ✓ Appear and speak on behalf of County at hearings before legislative and interim legislative committees
- ✓ As part of a proactive legislative plan, coordinate a presentation by County staff regarding the RRRF and innovations being considered
- ✓ Seek to defeat, support, or modify any legislation proposed by others that may affect the RRRF

- ✓ Assist the County to create a process to align County staff to be supportive of the position prior to taking action
- ✓ Proactively contact and coordinate with other lobbyists or Third-parties representing County to build support for the RRRF
- ✓ Attend in person or by teleconference meetings related to the Legislature, bills filed, and proactive legislative plan
- ✓ Register with the State of Florida as a lobbyist for County and file all reports consistent with Florida law and applicable lobbying rules and protocols of the Florida House of Representatives and the Florida Senate
- ✓ List additional potential CIs for consideration based on upcoming legislation

TASK 700A - A DESIGN CRITERIA PACKAGE (DCP)

- ✓ PER Modifications, BCE modifications
- ✓ Summarize Constituents of Interest (CI) within source materials, evaluate potential impacts to waste streams due to CI and provide alternatives for addressing adverse impacts, Technology screening for addressing aspects of CI, Recommend additional investigations into identified CI
- ✓ Assessment of Procurement methods
- ✓ Assist in developing the draft agreement for design-build-operate (DBO)
- ✓ Prepare DCP package and facility cost opinion

TASK 800 - PROCUREMENT

- ✓ Assist in Procurement and Contracting for facility DBO
- ✓ Assist in DBO Award

TASK 900 - CONSTRUCTION AND POST CONSTRUCTION PHASE SUPPORT

- ✓ Construction Phase Support and Facility Start-up
- ✓ Post Construction Phase Support

OTHER

- ✓ As allowable under the RFP, and in the CONSULTANT's proposal and presentation thereof
- ✓ The currently estimated schedule and fee range for Phase 2 of this project is shown below

ESTIMATED SCHEDULE AND FEE RANGE FOR PHASE 2 WORK

TASK	PROJECT TASK/SUBTASK NAME	ESTIMATED START DATE	ESTIMATED END DATE	ESTIMATED DURATION (months)	ESTIMATE OF LOW FEE RANGE (\$)	ESTIMATE OF HIGH FEE RANGE (\$)
Task 100A	Project and Quality Management	8/1/2024	3/1/2027	30.0	\$175,000	\$300,000
Task 200A	Continued Stakeholder Engagement	8/1/2024	3/1/2027	30.0	\$100,000	\$200,000
Task 400A	Permitting Assistance	10/1/2024	11/1/2025	13.0	\$50,000	\$75,000
Task 600	Inter-Local Agreements and County Ordinances	10/1/2024	11/1/2025	13.0	\$50,000	\$75,000
Task 600A	Legislative and/or Project Funding Assistance	8/1/2024	3/1/2027	30.0	\$25,000	\$50,000
Task 700A	Design Criteria Package (DCP)	1/01/2025	9/1/2025	8.0	\$200,000	\$300,000
Task 800	Procurement	9/1/2025	5/1/2026	8.0	\$50,000	\$100,000
Task 900	Construction and Post Construction Phase Support (approx. 5% of construction cost)	6/1/2026	12/31/2028	30.0	\$350,000	\$750,000
Other	DBO Contract RFQ Write-Up Assistance	3/1/2025	11/1/2025	6.0	\$50,000	\$75,000
Total	PHASE 2	8/1/2024	12/31/2028	40.0	\$1,050,000	\$1,925,000

ASSUMPTIONS FOR PHASE 2

- ✓ Since the exact nature, type and size of the RRRF facility proposed by the County is not currently defined, the CONSULTANT has made a good faith effort to estimate Phase 2 fees in-line with Exhibit A.
- ✓ The work under Phase 2 is assumed by the CONSULTANT to be authorized by the County in a continuous manner so that the CONSULTANT will continue to work seamlessly without a gap between Phase 1 and Phase 2 to maintain overall project schedule and realize fee savings due to continuity of work.
- ✓ In general, the scope of work and efforts involved for Phase 2 is likely to be similar to the overall effort required for Phase 1.
- ✓ Permitting requirements for the RRRF will be identified with a detailed list of required work for the permit applications in Phase 2.
- ✓ Actual permit applications for substantially large efforts as wetlands permitting or title V permitting or permitting for unregulated contaminants is assumed by the CONSULTANT to be required by the contractor/DBO with the CONSULTANT providing owners representation to County.
- ✓ The construction costs for the proposed RRRF are currently unknown.
- ✓ The construction services fee range will likely be in the general range of 4 to 7 % of the overall construction cost of the RRRF, based on a part-time as needed construction field services and office support for submittal review, assistance with progress tracking, change orders and RFI's and facility commissioning witnessing.
- ✓ The contractor and/or DBO will provide the record drawings and the County will have full time field representatives for construction.

EXHIBIT B ESTIMATED SCHEDULE TABLE FOR PHASE 1

<u>Task</u>	<u>Start Date</u>	<u>End Date</u>
Task 100 Project and Quality Management	6/6/2022	6/4/2024
Subtask 101 – Project Controls and Monitoring	6/6/2022	6/4/2024
Subtask 102 – Project Risk Register and Schedule Control	6/6/2022	6/4/2024
Subtask 103 – Project Communications and Meetings	11/15/2021	6/4/2024
Subtask 104 – Project Quality Management	11/15/2021	6/4/2024
Task 150 Project Workshops	6/6/2022	6/4/2024
Subtask 151 – Project Kick-Off Workshop	6/6/2022	6/30/2022
Subtask 152 – Technology Screening & Decision Framework Workshop	6/30/2022	11/13/2022
Subtask 153 – Semi-Annual Workshops	11/15/2022	6/4/2024
Subtask 154 – BOCC Update	2/15/2023	6/4/2024
Task 200 Regional Partners and Other Stakeholder Engagement	6/6/2022	7/20/2023
Subtask 201 – Data Collection and Summary	6/6/2022	2/28/2023
Subtask 202 – Stakeholder Engagement PLAN Development	7/20/2022	7/20/2023
Subtask 203 – Draft MOU or Agreement Development	7/20/2022	7/20/2023
Task 300 Source Materials Quantification and Characterization	7/20/2022	2/4/2023
Subtask 301 – Materials Availability and Characterization	7/20/2022	9/20/2022
Subtask 302 – Sampling and Laboratory Analysis Plan Development	9/20/2022	12/5/2022
Subtask 303 – Material Characterization Summary	12/5/2022	1/30/2023
TASK 400 Technology Assessment and Alternatives Evaluation	7/20/2022	1/30/2023
Subtask 401 – Preliminary Site Screening (NOT USED)	N/A	N/A
Subtask 402 – Summary of Applicable Technologies	7/20/2022	3/30/2023
Subtask 403 – Market Analysis	7/20/2022	3/30/2023
Subtask 404 – Regulatory Review and Environmental Permitting Evaluation	7/20/2022	3/30/2023
Subtask 405 – Alternatives Evaluation and Facility Sizing	7/20/2022	3/30/2023
Subtask 406 – SLR / Resiliency to Coastal Hazards / Storm Surge	7/20/2022	3/30/2023
Task 500 Business Case Evaluations	8/15/2022	8/30/2023
Subtask 501 – Funding Alternatives	8/15/2022	8/30/2023
Subtask 502 – Financial Modeling and Business Case Evaluations (BCE)	8/15/2022	8/30/2023
Task 700 PRELIMINARY ENGINEERING REPORT (PER)	8/1/2023	5/30/2024
Subtask 701 – Draft PER Development	8/1/2022	1/15/2024
Subtask 702 – PER Workshop	12/10/2022	3/15/2024
Subtask 703 – PER Finalization	1/15/2024	5/30/2024
TASK 750 COUNTY ALLOWANCE FOR ADDITIONAL SERVICES	6/6/2022	6/4/2024
Subtask 751 – Additional Work Contingency	6/6/2022	6/4/2024
ESTIMATED PHASE 1 DURATION	6/6/2022	6/4/2024

EXHIBIT C STAKEHOLDER LIST

Potential Owner Type Partner
City of Clearwater
City of Dunedin
City of Largo
City of Oldsmar
St. Petersburg
City of Tarpon Springs
Potential User Type Partner
Hillsborough County
City of Tampa
Plant City
City of Lakeland
City of Bradenton
Sarasota County
City of Sarasota

EXHIBIT D BREAK-DOWN OF FEE FOR PHASE 1

EXHIBIT D
CDM SMITH INC.

Project Details		Resource Details							
Business Unit	NAU	Resource Type	Labor - Employee	Labor - Employee	Labor - Employee	Labor - Employee	Labor - Employee	Labor - Employee	Labor - Employee
Project Currency	USD	Resource Description	Officer/VP	Principal Associate	Principal Associate	Sr. Technical Specialist	Technical Specialist	Project Manager	Sr. Professional
Contract Type	Hourly Rate	Resource Name	Tsang, Kwok-Wai R	Sonawane, Aamod S	Smith, Timothy James	Loomis, Peter M	Treadway, Jonathan B	Tallman, Dana	Pangasa, Vipin
Project Id	253088	Project Bill Rate	\$295.00	\$275.00	\$275.00	\$285.00	\$240.00	\$265.00	\$265.00
Project Name	Pinellas County, FL	Total Units	1,024.00	95.00	384.00	58.00	244.00	1,056.00	172.00
Client Name	Dana K. Tallman	Total Billable Amount	\$302,080.00	\$26,125.00	\$105,600.00	\$16,530.00	\$58,560.00	\$279,840.00	\$45,580.00
Project Manager	5/2/22								
Planned Start Date	4/30/24								
Planned End Date									

[Get Keys](#)
[WBS Rollup](#)
[Refresh Reports](#)
[Client Export](#)

WBS Code	Level	Act ID	WBS/Activity Name	Start Date	End Date	Duration	Predecessor	Hours	Hours	Hours	Hours	Hours	Hours	Hours
100	1		Task 100 Project and Quality Management	5/2/2022	4/30/2024	730								
100.1	2		Subtask 101 – Project Controls and Monitoring	5/2/2022	4/30/2024	730		6.00	32.00	24.00	0.00	0.00	240.00	0.00
100.2	2		Subtask 102 – Project Risk Register and Schedule Control	5/2/2022	4/30/2024	730		0.00	6.00	8.00	0.00	0.00	60.00	0.00
100.3	2		Subtask 103 – Project Communications and Meetings	5/2/2022	4/30/2024	730		6.00	6.00	24.00	0.00	0.00	80.00	0.00
100.4	2		Subtask 104 – Project Quality Management	5/2/2022	4/30/2024	730		40.00	10.00	20.00	0.00	0.00	80.00	0.00
150	1		Task 150 Project Workshops	5/2/2022	4/30/2024	730								
150.1	2		Subtask 151 – Project Kick-Off Workshop	5/2/2022	5/30/2022	29		24.00	0.00	12.00	0.00	0.00	24.00	0.00
150.2	2		Subtask 152 –Technology Screening & Decision Framework Workshop	6/20/2022	10/30/2022	133		12.00	0.00	6.00	0.00	0.00	24.00	0.00
150.3	2		Subtask 153 – Semi-Annual Workshops	10/15/2022	4/30/2024	564		48.00	6.00	12.00	0.00	0.00	40.00	0.00
150.4	2		Subtask 154 – BOCC Update	1/15/2023	4/30/2024	472		6.00	3.00	20.00	0.00	0.00	36.00	0.00
200	1		Task 200 Regional Partners and Other Stakeholder Engagement	5/2/2022	3/30/2024	699								
200.1	2		Subtask 201 – Data Collection and Summary	5/2/2022	12/31/2022	244		8.00	0.00	8.00	0.00	0.00	8.00	0.00
200.2	2		Subtask 202 – Stakeholder Engagement PLAN Development	6/20/2022	6/20/2023	366		8.00	0.00	20.00	0.00	0.00	20.00	0.00
200.3	2		Subtask 203 – Draft MOU or Agreement Development	6/20/2022	6/20/2023	366		12.00	4.00	20.00	0.00	0.00	20.00	0.00
300	1		Task 300 Source Materials Quantification and Characterization	6/20/2022	1/30/2023	225								
300.1	2		Subtask 301 – Materials Availability and Characterization	6/20/2022	8/30/2022	72		14.00	0.00	8.00	0.00	0.00	16.00	0.00
300.2	2		Subtask 302 – Sampling and Laboratory Analysis Plan Development	8/30/2022	11/15/2022	78		8.00	0.00	8.00	0.00	0.00	16.00	0.00
300.3	2		Subtask 303 – Material Characterization Summary	11/15/2022	1/30/2023	77		14.00	0.00	12.00	0.00	4.00	16.00	0.00
400	1		TASK 400 Technology Assessment and Alternatives Evaluation	6/20/2022	1/30/2023	225								
400.1	2		Subtask 401 – Preliminary Site Screening –NOT USED			1		0.00	0.00	0.00	0.00	0.00	0.00	0.00
400.2	2		Subtask 402 – Summary of Applicable Technologies	6/20/2022	10/30/2022	133		166.00	0.00	12.00	12.00	42.00	20.00	30.00
400.3	2		Subtask 403 – Market Analysis	6/20/2022	12/31/2022	195		84.00	0.00	16.00	12.00	50.00	20.00	0.00
400.4	2		Subtask 404 – Regulatory Review and Environmental Permitting Evaluation	6/20/2022	12/31/2022	195		12.00	0.00	12.00	0.00	0.00	12.00	0.00
400.5	2		Subtask 405 – Alternatives Evaluation and Facility Sizing	6/20/2022	12/31/2022	195		284.00	0.00	16.00	16.00	56.00	20.00	40.00
400.6	2		Subtask 406 – SLR / Resiliency to Coastal Hazards / Storm Surge	6/20/2022	12/21/2023	550		0.00	0.00	0.00	0.00	0.00	0.00	0.00
500	1		Task 500 Business Case Evaluations	7/15/2022	7/30/2023	381								
500.1	2		Subtask 501 – Funding Alternatives	7/15/2022	7/30/2023	381		16.00	0.00	12.00	0.00	0.00	20.00	0.00
500.2	2		Subtask 502 – Financial Modeling and Business Case Evaluations (BCE)	7/15/2022	7/30/2023	381		44.00	2.00	16.00	4.00	10.00	20.00	0.00
700	1		Task 700 PRELIMINARY ENGINEERING REPORT (PER)	7/1/2023	4/30/2024	305								
700.1	2		Subtask 701 – Draft PER Development	7/1/2023	12/1/2023	154		110.00	0.00	20.00	8.00	16.00	48.00	32.00
700.2	2		Subtask 702 – PER Workshops	8/1/2023	2/15/2024	199		12.00	0.00	12.00	0.00	8.00	24.00	0.00
700.3	2		Subtask 703 – PER Finalization	12/1/2023	4/30/2024	152		40.00	6.00	16.00	6.00	8.00	32.00	10.00
750	1		TASK 750 COUNTY ALLOWANCE FOR ADDITIONAL SERVICES	5/2/2022	4/30/2024	730								
750.1	2		Subtask 751 – Additional Work Contingency	5/2/2022	4/30/2024	730		50.00	20.00	50.00	0.00	50.00	160.00	60.00

**EXHIBIT D CONTINUED
CDM SMITH INC.**

Labor - Employee	Labor - Employee	Labor - Employee	Labor - Employee	SubContract - Labor	Labor - Employee	Labor - Employee	Labor - Employee	Labor - Employee	Labor - Employee	Labor - Employee	Labor - Employee	Labor - Employee
Sr. Professional	Sr. Professional	Staff Engineer	Technical Specialist	In-House Consultant	Technical Specialist	Sr. Inspector	Technical Specialist	Project Engineer	Project Engineer	Project Engineer	Sr. Professional	Technical Support
Apa, Vincent L III	Sapienza, Frank C	Restrepo, Carolina	Sanford, Martin D	Strobridge Dan	Hauck, Paul L	McHugh, John C III (Jack)	Wilkins, Suzanne M	Liu, Wei-Ting	Staunton, Eric T	Westerlund, Kurt K	Alford, Michael T	Culp, Amanda R
\$265.00	\$265.00	\$170.00	\$240.00	\$190.00	\$240.00	\$143.00	\$240.00	\$190.00	\$190.00	\$190.00	\$265.00	\$170.00
94.00	136.00	296.00	64.00	150.00	150.00	72.00	36.00	312.00	56.00	74.00	22.00	50.00
\$24,910.00	\$36,040.00	\$50,320.00	\$15,360.00	\$28,500.00	\$36,000.00	\$10,296.00	\$8,640.00	\$59,280.00	\$10,640.00	\$14,060.00	\$5,830.00	\$8,500.00

Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	24.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	12.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	48.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	12.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	16.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	40.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	40.00	10.00	0.00	12.00	24.00	0.00	16.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	4.00	0.00	6.00	0.00	0.00	12.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	10.00	0.00	12.00	0.00	0.00	20.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
20.00	80.00	30.00	4.00	0.00	18.00	0.00	0.00	8.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	4.00	8.00	18.00	0.00	0.00	8.00	0.00	0.00	0.00	0.00
0.00	10.00	16.00	6.00	0.00	0.00	0.00	0.00	6.00	0.00	0.00	0.00	0.00
48.00	20.00	30.00	8.00	8.00	0.00	8.00	0.00	8.00	0.00	0.00	4.00	4.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	8.00	4.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	4.00	16.00	8.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
16.00	16.00	60.00	10.00	6.00	16.00	0.00	12.00	50.00	40.00	50.00	12.00	30.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	24.00	0.00	0.00	0.00	0.00
10.00	10.00	40.00	4.00	4.00	16.00	0.00	8.00	24.00	16.00	24.00	6.00	16.00
0.00	0.00	80.00	0.00	60.00	40.00	40.00	0.00	40.00	0.00	0.00	0.00	0.00

**EXHIBIT D CONTINUED
CDM SMITH INC.**

								Financial Summary		
Labor - Job	Labor - Job	SubContract - ODC	SubContract - ODC	SubContract - ODC	SubContract - ODC	SubContract - ODC	ODC	Resource Type	Bill Amount	Hours
Sr. Designer	Designer	B & V	Raftelis	Earthshine	Valerin	MBDV	Billable ODC's	Labor	\$1,477,673.00	6586.00
US-Designer/Drafter - Levels 5-7 Office	US-Designer/Drafter - Levels 1-4 Office							ODC	\$38,294.00	
\$140.00	\$130.00							Subcontractor	\$827,788.50	150.00
60.00	194.00	0.00	0.00	0.00	0.00	0.00	0.00	Subtotal	\$2,343,755.50	
\$8,400.00	\$25,220.00	\$576,763.00	\$91,368.00	\$68,046.00	\$48,111.50	\$15,000.00	\$38,294.00	Residual Risk		
								Fixed Fee / Lump Sum	\$0.00	
								Project Total	\$2,343,755.50	

Hours	Hours	Amount	Amount	Amount	Amount	Amount	Amount	Contract Type	Labor Bill Amount	ODC Billable	Sub Billable	Total Billable
0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Hourly Rate	\$208,670.00		\$19,520.00	\$228,190.00
0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Hourly Rate	\$104,130.00			\$104,130.00
0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Hourly Rate	\$23,910.00			\$23,910.00
0.00	0.00	\$19,520.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Hourly Rate	\$31,220.00		\$19,520.00	\$50,740.00
0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Hourly Rate	\$49,410.00			\$49,410.00
								Hourly Rate	\$93,287.00	\$11,414.00	\$54,172.50	\$158,873.50
0.00	0.00	\$12,424.00	\$0.00	\$0.00	\$1,732.00	\$0.00	\$1,800.00	Hourly Rate	\$21,300.00	\$1,800.00	\$14,156.00	\$37,256.00
0.00	0.00	\$9,986.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Hourly Rate	\$13,830.00	\$1,800.00	\$9,986.00	\$25,616.00
0.00	0.00	\$17,414.00	\$0.00	\$0.00	\$3,196.50	\$0.00	\$7,814.00	Hourly Rate	\$38,830.00	\$7,814.00	\$20,610.50	\$67,254.50
0.00	0.00	\$9,420.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Hourly Rate	\$19,327.00		\$9,420.00	\$28,747.00
								Hourly Rate	\$49,976.00		\$127,225.00	\$177,201.00
0.00	0.00	\$48,652.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Hourly Rate	\$14,848.00		\$48,652.00	\$63,500.00
0.00	0.00	\$8,476.00	\$0.00	\$0.00	\$43,183.00	\$0.00	\$0.00	Hourly Rate	\$17,448.00		\$51,659.00	\$69,107.00
0.00	0.00	\$8,442.00	\$10,872.00	\$0.00	\$0.00	\$0.00	\$0.00	Hourly Rate	\$17,680.00		\$26,914.00	\$44,594.00
								Hourly Rate	\$89,328.00	\$3,000.00	\$78,734.00	\$171,062.00
0.00	0.00	\$44,276.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,000.00	Hourly Rate	\$41,122.00	\$1,000.00	\$44,276.00	\$86,398.00
0.00	0.00	\$14,228.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,000.00	Hourly Rate	\$18,456.00	\$1,000.00	\$14,228.00	\$33,684.00
0.00	0.00	\$20,230.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,000.00	Hourly Rate	\$29,750.00	\$1,000.00	\$20,230.00	\$50,980.00
								Hourly Rate	\$374,298.00	\$9,800.00	\$273,473.00	\$657,571.00
0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Hourly Rate				
0.00	8.00	\$29,050.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,000.00	Hourly Rate	\$126,828.00	\$2,000.00	\$29,050.00	\$157,878.00
0.00	0.00	\$9,675.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,000.00	Hourly Rate	\$8,748.00	\$2,000.00	\$11,195.00	\$21,943.00
0.00	8.00	\$25,274.00	\$0.00	\$68,046.00	\$0.00	\$0.00	\$0.00	Hourly Rate	\$21,606.00		\$93,320.00	\$114,926.00
0.00	8.00	\$98,428.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,800.00	Hourly Rate	\$167,116.00	\$3,800.00	\$99,948.00	\$270,864.00
0.00	0.00	\$39,960.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,000.00	Hourly Rate	\$2,000.00	\$2,000.00	\$39,960.00	\$41,960.00
								Hourly Rate	\$47,834.00	\$2,000.00	\$156,274.00	\$206,108.00
0.00	0.00	\$35,784.00	\$8,448.00	\$0.00	\$0.00	\$0.00	\$0.00	Hourly Rate	\$15,816.00		\$45,752.00	\$61,568.00
0.00	0.00	\$35,434.00	\$72,048.00	\$0.00	\$0.00	\$0.00	\$2,000.00	Hourly Rate	\$32,018.00	\$2,000.00	\$110,522.00	\$144,540.00
								Hourly Rate	\$422,260.00	\$5,500.00	\$91,990.00	\$519,750.00
40.00	130.00	\$69,416.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,000.00	Hourly Rate	\$290,526.00	\$2,000.00	\$70,556.00	\$363,082.00
0.00	0.00	\$7,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,500.00	Hourly Rate	\$20,800.00	\$1,500.00	\$7,000.00	\$29,300.00
20.00	40.00	\$13,674.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,000.00	Hourly Rate	\$110,934.00	\$2,000.00	\$14,434.00	\$127,368.00
								Hourly Rate	\$192,020.00	\$6,580.00	\$26,400.00	\$225,000.00
0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15,000.00	\$6,580.00	Hourly Rate	\$192,020.00	\$6,580.00	\$26,400.00	\$225,000.00



Exhibit D
Black & Veatch Budget / Level of Effort Estimate
Pinellas County Utilities
Regional Resource Recovery Facility - Phase 1 Scope of Services
(Date: 4-7-2022)



Representative Level of Effort

This data is provided for informational purposes only, and it is not intended to be restrictive in the performance of the Work Scope.

Task Description	Principal / Project Director	Project Manager	Engineering Manager	Treatment Process Engineer	Sr. Technical Specialist	Sr. Project Engineer	Sr Cost Estimator	Project Engineer	Design Engineer	Staff Engineer	Project Controls Specialist	Administrative Support	Totals		
													Expenses ¹	Hours	Fee
Billing Rate:	\$266.00	\$218.00	\$205.00	\$256.00	\$280.00	\$184.00	\$208.00	\$171.00	\$134.00	\$119.00	\$145.00	\$90.00			
100 Project and Quality Management															
101 Project Controls and Monitoring													\$0	0	\$0.00
102 Project Risk Register and Schedule Control													\$0	0	\$0.00
103 Project Communications and Meetings	8	32	16	16	8								\$800	80	\$19,520.00
104 Project Quality Management													\$0	0	\$0.00
Subtotal													\$800	80	\$19,520.00
150 Project Workshops															
151 Project Kick-Off Workshop (Includes Project Guide document)	6	16	8		12			4		4	2	1	\$800	53	\$12,424.00
152 Technology Screening & Decision Framework Workshop	4	8	8	8	8			4		4		1	\$0	45	\$9,986.00
153 Annual Workshops	4	16	16	24				8			2	2	\$1,600	72	\$17,414.00
154 BOCC Update	4	8	8	8	8			4					\$0	40	\$9,420.00
Subtotal													\$2,400	210	\$49,244.00
200 Regional Partners and Other Stakeholder Engagement															
201 Data Collection and Summary	4	24	40	40	8	16		40	8	80	4	8	\$0	272	\$48,652.00
202 Stakeholder Engagement PLAN Development	8	8	12	4	4								\$0	36	\$8,476.00
203 Draft Memorandum of Understanding or Agreement Development	8	8			16							1	\$0	33	\$8,442.00
Subtotal													\$0	341	\$65,570.00
300 Source Materials Quantification and Characterization															
301 Material Availability and Characterization	4	16	24	40	8	16		80		40	4	4	\$0	236	\$44,276.00
302 Sampling and Laboratory Analysis Plan Development	1	4	8	40	4							1	\$0	58	\$14,228.00
303 Material Characterization Summary	2	6	16	24	4			32		16	2	2	\$0	104	\$20,230.00
Subtotal													\$0	398	\$78,734.00
400 Technology Assessment and Alternatives Evaluation															
401 Preliminary Site Screening (NOT USED)															
402 Summary of Applicable Technologies	2	12	24	40	8			32	12	8	2	2	\$0	142	\$29,050.00
403 Market Analysis	1	2	1	8	24								\$0	36	\$9,675.00
404 Regulatory Review and Environmental Permitting Evaluation	2	6	12	40	16	24		8			2	2	\$0	112	\$25,274.00
405 Alternatives Evaluation and Facility Sizing	8	40	80	120	24	40	4	80	24	48	8	2	\$1,600	478	\$98,428.00
406 SLR / Resiliency to Coastal Hazards / Storm Surge	4	12	24	8	2	96	4	12	16	40	4	8	\$0	230	\$39,960.00
Subtotal													\$1,600	998	\$202,387.00
500 Business Case Evaluations															
501 Funding Alternatives	3	8	24	2	80			16	8	8	2	4	\$0	155	\$35,784.00
502 Financial Modeling and Business Case Evaluations (BCE)	8	16	24	40	8		40			32	2		\$0	170	\$35,434.00
Subtotal													\$0	325	\$71,218.00
700 Preliminary Engineering Report (PER)															
701 Draft PER Development	6	24	80	64	40	16	4	32	40	24	6	3	\$0	339	\$69,416.00
702 PER Workshop	1	6	8	8	2	1		1		1		1	\$599	29	\$7,000.00
703 PER Finalization	2	4	12	16	8	4	2	4	3	4	4	2	\$0	65	\$13,674.00
Subtotal													\$599	433	\$90,090.00
750 Allowance for Additional Services															
Subtotal													\$0	0	\$0.00
Hours	93	294	477	566	298	294	54	358	135	350	48	48	\$5,399	2,785	\$576,763.00
Billing Rate	\$266.00	\$218.00	\$205.00	\$256.00	\$280.00	\$184.00	\$208.00	\$171.00	\$134.00	\$119.00	\$145.00	\$90.00			\$576,763.00

¹ Budget for travel expenses for out of state professionals for site visits and meeting/workshops required for the project is based on:

- Roundtrip flights at \$600 each
- Hotel, car rental, and meals for out of town professionals staying 2 or more nights (\$250/day)
- Hotel and meals for out of town professional staying only 1 night with no car rental (\$200/day)



**Earthshine Environmental, Inc.
 Compensation and Hourly Billing Rates
 Pinellas County RRRF BioSolids Project- PER Phase I
 Draft 8-10-2021**

Task Description	Sr. Prin. Scientist/Engineer	Operations Specialist	Senior Professional	Senior Scientist/Engineer	Senior CAD	Junior CAD	Technician	Administrative							Hours	Dollars
404 Project Management																
Project Oversight/Status Updates	24							8				0		0	32	5,336.00
						0		0				0		0	0	0.00
Subtotals	24	0	0	0	0	0	0	8	0	0	0	0	0	0	32	5,336.00
404 Meetings/Workshops/Site Visits																
Workshops & Related Team Interactions	18	0	6	0	0		0	0				0		0	24	4,620.00
Review Meetings/Discussions, Potential Site Visits, Team Interactions (these items may be associated with other project Tasks)	22		16					0				0		0	38	7,120.00
	0			0	0			0				0		0	0	0.00
	0							0				0	0	0	0	0.00
Subtotals	40	0	22	0	0	0	0	0	0	0	0	0	0	0	62	11,740.00
404 Regulatory Review & Environmental Permitting Evaluation																
Potential Sites Alternative Eval, Regulatory Review, Permitting Review	80		95	0	0					0		0		0	175	32,150.00
Draft & Final Letter Report Preparation	46		50	0	8					0		0		0	104	18,820.00
	0			0	0					0		0		0	0	0.00
Subtotals	126	0	145	0	8	0	0	0	0	0	0	0	0	0	279	50,970.00
Subtotals																
TOTAL LABOR HOURS:	190	0	167	0	8	0	0	8	0	0	0	0	0	0	373	
BILLING RATE (per hour)	\$200.00	\$180.00	\$170.00	\$130.00	\$140.00	\$110.00	\$95.00	\$67.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Total (Not to Exceed Amount)																\$68,046.00

*This Phase I Estimate does not include permitting, wetlands delineation/identification, air modeling
 No more than 2 final site alternatives will be included in the final evaluation, a maximum of 2 limited site visits



Create • Communicate • Connect

**PINELLAS COUNTY UTILITIES DEPARTMENT
 REGIONAL RESOURCE RECOVERY FACILITY PLANNING PHASE 1
 PUBLIC OUTREACH FEE ESTIMATE**

TASK		VALERIN				Total Direct Labor	
		Communications Specialist	Marketing Specialist	Graphic Designer/Multimedia Specialist	Website/Mobile App Designer	Labor Hours	Labor Dollars
		\$ 123.50	\$ 124.00	\$ 113.25	\$ 116.00		
Task 150 - Project Workshops							
151	Project Kickoff Workshop (#1)	8	6			14	\$ 1,732.00
153	Annual Workshops (#3 & #4)	12	12	2		26	\$ 3,196.50
TASK 150 TOTAL		20	18	2	0	40	\$ 4,928.50
Task 202 - Stakeholder Engagement Plan							
202.1	Plan Development Workshop (#5)	16	16	4		36	\$ 4,413.00
202.2	Stakeholder Engagement Plan Development	40	24	8	4	76	\$ 9,286.00
202.3	Program Messaging/Branding	24	36	36		96	\$ 11,505.00
202.4	Stakeholder Database	24				24	\$ 2,964.00
202.5	Stakeholder Communication Coordination	30				30	\$ 3,705.00
202.6	Website Support	32		24	40	96	\$ 11,310.00
TASK 202 TOTAL		186	94	74	44	398	\$ 48,111.50

Task #	Subtask#	Raftelis Approach #	Description	Hours					Total Fees
				EVP	SM	SC	Admin	Total	
				\$272.00	\$265.00	\$185.00	\$80.00		
200 - Regional Partners/Stkholder Engagement	204 - MOU Development	1	Participation or Audit of Two (2) four hour Workshops	8	8	0	0	16	\$4,296
200 - Regional Partners/Stkholder Engagement	204 - MOU Development	2	Drafting and Comments to Commitments, Financial, and Rate Components of MOU	8	16	0	0	24	\$6,416
200 - Regional Partners/Stkholder Engagement	204 - MOU Development	3	Deliverable - word document	0	0	0	2	2	\$160
200 - Regional Partners/Stkholder Engagement	204 - MOU Development	204 - Estimated Hours / Fees		16	24	0	2	42	\$10,872
500 - Business Case Evaluation	501 - Funding Alternatives	1	Review the 10 Alternatives Under Consideration to Focus Research	2	6	0	0	8	\$2,134
500 - Business Case Evaluation	501 - Funding Alternatives	2	Research of Available Loan Programs, Interest Rates, & Potential Grant Programs	0	6	10	0	16	\$3,440
500 - Business Case Evaluation	501 - Funding Alternatives	3	Deliverable - word, excel, or PPT of identified financing and grant options	2	2	4	2	10	\$1,974
500 - Business Case Evaluation	501 - Funding Alternatives	4	1 Virtual Meeting to Confirm Financing Assumptions for BCE Evals	0	2	2	0	4	\$900
500 - Business Case Evaluation	501 - Funding Alternatives	501 - Estimated Hours / Fees		4	16	16	2	38	\$8,448
500 - Business Case Evaluation	502 - Fin Model / BCE	1	Data Needs Request & Document Review	2	12	8	0	22	\$5,204
500 - Business Case Evaluation	502 - Fin Model / BCE	2	Financial Model - Forecast of Statistical Inputs, Byproducts, and Residuals	2	12	24	0	38	\$8,164
500 - Business Case Evaluation	502 - Fin Model / BCE	3	Financial Model - Forecast of Expenses	2	12	24	0	38	\$8,164
500 - Business Case Evaluation	502 - Fin Model / BCE	4	Financial Model - Forecast of Residual Revenues	2	6	16	0	24	\$5,094
500 - Business Case Evaluation	502 - Fin Model / BCE	5	Financial Model - Fee Development per Wet / Dry Ton of Biosolids	1	4	8	0	13	\$2,812
500 - Business Case Evaluation	502 - Fin Model / BCE	6	Financial Model - Cash Balances and Debt Compliance Requirements	0	4	8	0	12	\$2,540
500 - Business Case Evaluation	502 - Fin Model / BCE	7	Financial Model - Environmental / Social Economic Benefits Cost Eval	1	6	12	0	19	\$4,082
500 - Business Case Evaluation	502 - Fin Model / BCE	8	Financial Model - Management Dashboard for Statistical and Financial Comparison	2	8	16	0	26	\$5,624
500 - Business Case Evaluation	502 - Fin Model / BCE	9	Sensitivity Analyses - Allowance to Examine Effects of "Book End" Changes to Key Variables Quantity, Market Conditions, Cost Escalation, Financing Assumptions, etc.	2	8	16	0	26	\$5,624
500 - Business Case Evaluation	502 - Fin Model / BCE	10	Risk Analysis - Identify Risks, Probability of Risk or Event, and Economic Effects of An Event for Each Option	2	12	16	0	30	\$6,684
500 - Business Case Evaluation	502 - Fin Model / BCE	11	Two (2) Web Based Meetings to Review Model and Present Findings Including Allowance for Model Revisions Based on Staff / Team Input	0	12	20	2	34	\$7,040
500 - Business Case Evaluation	502 - Fin Model / BCE	12	Deliverable - Financial Model + word or PPT of BCE Economic Findings	8	16	24	2	50	\$11,016
500 - Business Case Evaluation	502 - Fin Model / BCE	502 - Estimated Hours / Fees		24	112	192	4	332	\$72,048
All	All	Total Estimated Hours		44	152	208	8	412	
All	All	Total Professional Fees		\$11,968	\$40,280	\$38,480	\$640		\$91,368

EVP - Executive VP
SM- Senior Manager
SC- Senior Consultant
Admin - Administrative

EXHIBIT E PROJECT BILLING RATES



2002 N. Lois Avenue, Suite 200
Tampa, Florida 33607
tel: 813 281 2900

**Regional Resource Recovery Facility (RRRF) Engineer of Record
Contract No. 190-0157-NC (SS)**

CDM Smith and Subcontractor Rates

CDM Smith's proposed staff rates for the subject contract with Pinellas County. We understand that these rates will be held throughout the contract's term with no rate increases for the duration of the contract.

Classification	Rate
Construction Services	\$175.00
Designer	\$130.00
Engineering Intern/GIS Technician	\$130.00
In-House Consultant	\$190.00
Inspector	\$100.00
Intern	\$110.00
Officer/Vice President	\$295.00
Operations Specialist	\$145.00
Principal/Associate	\$275.00
Professional	\$250.00
Project Administrative/Accounting	\$112.00
Project Control Specialist	\$160.00
Project Engineer	\$190.00
Project Manager	\$225.00
Senior Inspector	\$143.00
Senior Designer	\$140.00
Senior Engineer	\$260.00
Senior Project Manager/ Senior Professional	\$265.00
Senior Technical Specialist	\$285.00
Specifications Writer	\$180.00
Staff Engineer/Technical Support	\$170.00
Technical Advisor/Technical Specialist	\$240.00

The following pages present the rates of CDM Smith's subcontractors.



Black & Veatch - Hourly Rate Schedule
Regional Resource Recovery Facility (RRRF) Engineer of Record, RFP No. 190-0157-NC (SS)

November 13, 2020

Labor Category	Hourly Billing Rate
Administrative Support	\$ 90
Architect	\$ 143
Construction Manager	\$ 182
Cost Estimator	\$ 164
Design / CADD Technician	\$ 95
Design Engineer	\$ 134
Engineering Intern	\$ 98
Engineering Manager	\$ 205
Engineering Technician	\$ 123
Operations Specialist	\$ 145
Principal / Project Director	\$ 266
Project Controls Specialist	\$ 145
Project Engineer	\$ 171

Labor Category	Hourly Billing Rate
Project Manager	\$ 218
Sr. Architect	\$ 184
Sr. Cost Estimator	\$ 208
Sr. Engineering Manager	\$ 228
Sr. Operations Specialist	\$ 201
Sr. Program Manager	\$ 256
Sr. Project Engineer	\$ 184
Sr. Project Manager	\$ 242
Sr. Technical Specialist	\$ 280
Staff Engineer	\$ 119
Technical Specialist	\$ 235
Technical Writer	\$ 123
Treatment Process Engineer	\$ 256

Hourly rates listed above are fully loaded (burdened) and include all labor; direct and indirect overhead; margins and profit; customary expenses; and travel within the Tampa Bay Metropolitan Area. Travel outside of the Tampa Bay Metropolitan Area will be charged in accordance with current Florida Statutes. Rates will be held firm for the initial contract term.



Standard Fee Schedule
Earthshine Environmental, Inc.

<u>Title</u>	<u>Billing Rate</u>
Senior Principal Scientist/Engineer	\$200/hr
Senior Operations Specialist	\$180/hr
Senior Professional	\$170/hr
Scientist/Engineer	\$130/hr
Senior CAD	\$140/hr
Junior CAD	\$110/hr
Technician	\$95/hr
Administrative	\$ 67/hr

October 8, 2020

Raj D. Vaidya, PhD, PMP
Principal Environmental Engineer
Regional Team Leader
2002 N. Lois Ave
Suite 200
Tampa FL 33607

Subject: 190-0157-NC (SS)
Regional Resource Recovery Facility

Dear Raj,

Thank you for including Manson Bolves Donaldson Varn PA (MBDV) as part of the team on the above referenced Pinellas County project. MBDV proposes the following rates:

Shareholders:	\$275 per hour
Attorneys:	\$250 per hour
Law Clerks:	\$125 per hour
Paralegals:	\$100 per hour

We thank you for this opportunity to provide CDM Smith and Pinellas County with our services. Please don't hesitate to contact me if you have any questions or need additional information.

Sincerely,



Laura Jacobs Donaldson

November 17, 2020

**Pinellas County 190-0157-NC (SS)
Regional Resource Recovery Facility (RRRF)
Engineer of Record**

RAFTELIS FINANCIAL CONSULTANTS, INC.

SCHEDULE OF DIRECT LABOR HOURLY

DIRECT LABOR HOURLY RATES

<u>Project Team Member/Job Classification</u>	<u>Direct Hourly Rate</u>
Executive Vice President	\$272.00
Vice President	\$265.50
Senior Manager	\$265.00
Manager	\$215.00
Principal Consultant	\$225.00
Senior Consultant	\$185.00
Consultant	\$145.00
Associate	\$100.00
Administrative	\$80.00

EXHIBIT F

PINELLAS COUNTY ADMINISTRATIVE DIRECTIVE 2-12

RESILIENCY IN CAPITAL PLANNING DIRECTIVE

A. D. No: 2-12
Effective Date: 9/24/19
Reviewed Date: _____
County Administrator
Approved: RAB

**PINELLAS COUNTY
ADMINISTRATIVE DIRECTIVE**

Capital Improvement Program Project Portfolio Management

SUMMARY:

The purpose of this directive is to clarify expectations and guidelines as it relates to the County's Capital Improvement Program (CIP) as part of the ongoing efforts to continuously improve County project planning and delivery and adopt a project portfolio management framework. The directive applies to all CIP projects.

Items included in this policy are:

- Project Portfolio Management (PPM)
- Portfolio Process
- Resiliency
- CIP Project Management Handbook
- Project Manager Role
- Oracle Project Management (OPM)
- Performance Metrics and Reporting

FORMS: N/A

DOCUMENTS:

CAPITAL IMPROVEMENT PROGRAM PROJECT PORTFOLIO MANAGEMENT

[CIP Project Management Handbook](#)

Issued by:
County Administrator

CAPITAL IMPROVEMENT PROGRAM PROJECT PORTFOLIO MANAGEMENT

SUPERSEDES: New

DEFINITIONS: N/A

PROCEDURE:

A. The provisions of this directive apply to all CIP projects.

B. Project Portfolio Management

1. Project Portfolio Management refers to the prioritization of projects and programs, grouped to facilitate effective management of capital projects in order to meet strategic goals of the County. Put more simply, it's the combination of doing the right projects (portfolio management) and doing projects right (project management).
2. Building on what's going right:
 - a. The departments and divisions responsible for capital projects have developed a variety of approaches for identifying, prioritizing, and managing capital improvement projects.
 - b. We have invested in tools such as Oracle Project Management and Cityworks that provide centralized repositories for project and asset information.
 - c. Through efforts like the Long Range Transportation Plan, Master Plans, Watershed Management Plans, the County's Strategic Plan, and most importantly feedback from the public, we've identified community needs. Our Capital Improvement Program Plan needs to be aligned with these plans and needs.
3. The goal of the project portfolio management effort is to bring those individual pieces together to adopt a portfolio approach that uses identified needs to prioritize capital projects and improve the process for delivering projects.
4. The portfolio approach focuses on coordination, prioritization, project management and delivery, as well as improved performance reporting to provide support for data-driven decision making.

C. Portfolio Process

1. County departments identify and prioritize their respective capital improvement needs; referred to as program level prioritization. The managing department then requests the project's funding and set-up via the Project Request Form on the CIP SharePoint and maps the project boundary in the CIP Project Mapping Editor. This effort also applies to Departments who represent interests and projects of non-County agencies such as Fire Districts, Recreation Districts and other similar organizations.
2. The County's Capital Improvement Program is developed through a process of successive consideration and evaluation by a Staff-level CIP Coordination Committee, Director-level CIP Action Team, and Executive-level CIP Governance Committee.

3. Portfolio evaluation criteria, included on the Project Request Form, are used to help inform decisions and prioritize those projects that provide the most value to the community. Resources and budget are then allocated to approved projects to support/reinforce the County's portfolio approach to Capital improvement planning.

D. Resiliency

1. A sea level rise impact analysis shall be performed for projects with a total cost greater than \$1.0M in accordance with the County "Sea Level Rise Capital Planning Tool". Critical infrastructure projects with a total cost less than \$1.0M shall use this tool to evaluate the impacts of future conditions.
2. All master plans and long range plans shall evaluate the impacts of a changing climate, including sea level rise impacts in developing projects and programs or evaluating existing functions. These plans should include adaptive and/or mitigation measures to plan for these future conditions.

E. CIP Project Management Handbook

1. The CIP Project Management Handbook provides general instructions and guidelines in support of this administrative directive and the project portfolio management process.
2. This Project Management Handbook team comprises of a staff team representing operating and support departments. This team developed the handbook and will provide ongoing stewardship and updates to the handbook. The team shall also review project delivery trends and revise the handbook as needed.

F. Project Manager's Role

1. A Project Manager maintains leadership, ownership, and accountability for a project's success throughout the project lifecycle in order to:
 - a. Reduce risks associated with lack of communication, synchronization, or differences in understanding, and
 - b. Provide a single point of contact for:
 1. Managing the project's scope, budget, and schedule
 2. Coordinating communication amongst the project team, and
 3. Evaluating and managing risks.

G. Oracle Project Management

1. OPM shall be used as the mechanism to track the progress of CIPs.
2. Oracle Project Management (OPM) is the centralized, countywide data repository for CIP project information.
 - a. Pinellas County is committed to assuring the management of all CIP projects includes workplan schedules and that their statuses are maintained accurately and consistently in OPM by the Project Manager.
 - b. OPM is integrated with the OPUS financial system to combine key project schedule and financial information and provide a centralized record of CIP details and project-level progress.
3. Capital Improvement Project Managers are assigned the OPM: *PIN BCC Project Management Manager* role.
4. When changes occur, or at least every 30 days, CIP Project Managers are responsible for reviewing and updating the following information in OPM: Project Progress Comments and Scheduled Start Date, Scheduled Finish Date, and Task Status.

5. Sub-projects that are part of an individual project (example: Paving, Sidewalks, Facility Renovation, etc.) may be updated less frequently however an annual list of planned work shall be developed and monitored quarterly.

H. Performance Metrics and Reporting

1. Project delivery performance will be evaluated and managed on a countywide basis using the following key metrics:
 - a. Percent of projects on schedule with baseline of October 1st of each year,
 - b. Percent expenditure of project fiscal year budget, and
 - c. Percent of projects updated within the last 30 days in OPM.
2. Standardized reports provide on-demand accessibility to these key performance metrics as well as other CIP project information captured in OPUS in order to:
 - a. Create a shared platform for constructive performance conversations,
 - b. Provide an indicator of which projects may need additional attention or resources helping to identify and correct problems before they jeopardize the success of the project,
 - c. Inform evaluations of the current processes and identification of opportunities for future improvements, and
 - d. Support a culture of transparency and accountability.

COMMENTS: None

AUTHORITY: County Administrator

1. LIMITATIONS ON LIABILITY

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

2. INDEMNIFICATION

If the Consultant is an individual or entity licensed by the State of Florida who holds a current certificate of registration or is qualified under Chapter 481, Florida Statutes, to practice architecture or landscape architecture, under Chapter 472, Florida Statutes, to practice land surveying and mapping, or under Chapter 471, Florida Statutes, to practice engineering, and who enters into a written agreement with the County relating to the planning, design, construction, administration, study, evaluation, consulting, or other professional and technical support services furnished in connection with any actual or proposed construction, improvement, alteration, repair, maintenance, operation, management, relocation, demolition, excavation, or other facility, land, air, water, or utility development or improvement, the Consultant will indemnify and hold harmless the County, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct, or for any violation of requirements of the Americans with Disabilities Act of 1990, as may be amended, and all rules and regulations issued pursuant thereto (collectively the "ADA") of the Consultant and other persons employed or utilized by the Consultant in the performance of the Agreement.

3. INSURANCE

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

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

- A. Submittals should include the Consultant's current Certificate(s) of Insurance. If Consultant does not currently meet insurance requirements, Consultant shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place prior to the award of contract.

Upon selection of Consultant for award, the selected Consultant shall email certificate that is compliant with the insurance requirements. If the certificate received is compliant, no further action may be necessary. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **The Certificate holder section shall indicate Pinellas County, a Subdivision of the State of Florida, 400 S Fort Harrison Ave, Clearwater, FL 33756. Pinellas County shall be named as an Additional Insured for General Liability. A Waiver of Subrogation for Workers Compensation shall be provided if Workers Compensation coverage is a requirement.**

- B. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. The County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the RFP and/or contract period.
- C. If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the work you will be notified by CTrax, the authorized Consultant of Pinellas County. Upon notification, renewal certificate(s) of Insurance and endorsement(s) should be furnished to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org and to CTrax c/o JDi Data at PinellasSupport@jdidata.com by the Consultant or their agent prior to the expiration date.

- 1) The Consultant shall also notify the County within twenty-four (72) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Consultant

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from its insurer. Notice shall be given by email to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org. Nothing contained herein shall absolve Consultant of this requirement to provide notice.

- 2) Should the Consultant, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement.

- D. If subcontracting is allowed under this RFP, the Primary Consultant shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any sub-consultants to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subconsultant; but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.

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

- 1) Require each subconsultant to be bound to the Consultant to the same extent the Consultant is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subconsultant;
- 2) Provide for the assignment of the subcontracts from the Consultant to the County at the election of Owner upon termination of the Contract;
- 3) Provide that County will be an additional indemnified party of the subcontract;
- 4) Provide that the County will be an additional insured on all insurance policies required to be provided by the subconsultant except workers compensation and professional liability;
- 5) Provide a waiver of subrogation in favor of the County and other insurance terms and/or conditions as outlined below;
- 6) Assign all warranties directly to the County;
- 7) Identify the County as an intended third-party beneficiary of the subcontract. The Consultant shall make available to each proposed subconsultant, prior to the execution of the subcontract, copies of the Contract Documents to which the subconsultant will be bound by this Section C and identify to the subconsultant any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.

- E. Each insurance policy and/or certificate shall include the following terms and/or conditions:

- 1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County.
- 2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Consultant.
- 3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
- 4) All policies shall be written on a primary, non-contributory basis.

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- (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 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
Employers' Liability Limits	
Per Employee	\$ 500,000
Per Employee Disease	\$ 500,000
Policy Limit Disease	\$ 500,000

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

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

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

Limits	
Each Occurrence or Claim	\$ 3,000,000
General Aggregate	\$ 3,000,000

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

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

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

Limits

Per Claim or Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000

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

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

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