

CONTRACT NO. 2022000261
AGREEMENT BETWEEN CHARLOTTE COUNTY
and
HDR ENGINEERING, INC.
for
ENGINEERING SERVICES -
WEST PORT WATER RECLAMATION FACILITY EXPANSION

THIS AGREEMENT (hereinafter the "Agreement"), is made and entered into by and between CHARLOTTE COUNTY, a political subdivision of the State of Florida, 18500 Murdock Circle, Port Charlotte, Florida 33948-1094 (hereinafter the "County") and HDR ENGINEERING, INC., 1917 South 67th Street, Omaha, Nebraska 68106 (hereinafter the "Consultant").

WITNESSETH

WHEREAS, the County has determined that it is necessary to retain a Consultant to provide professional engineering services for the completion of Preliminary Engineering, Design and Construction Services for an expansion to the West Port Water Reclamation Facility (WRF) (hereinafter the "Project"); and

WHEREAS, the Consultant has reviewed RFP No. 2022000261 required pursuant to this Agreement and is qualified, willing and able to provide and perform all such services in accordance with its terms; and

WHEREAS, the County, through a selection process conducted in accordance with the requirements of law and County policy, has determined that it would be in the best interest of the County to award a contract to Consultant for the rendering of those services described in the RFP 2022000261 and the Scope of Services, incorporated herein.

NOW, THEREFORE, the County and the Consultant, in consideration of the mutual covenants contained herein, do agree to implement the design of the Project, as follows:

ARTICLE 1.
INCORPORATION OF DOCUMENTS

1.1. RFP No. 2022000261, issued by the County on March 31, 2022, and consisting of pages 1 through and including 22; and the Proposal submitted by Consultant dated May 6, 2022, all filed with the Clerk of the Circuit Court of Charlotte County, Minutes Division, as RFP No. 2022000261, are hereby specifically incorporated into and made a part of this Agreement as if same had been set forth at length herein. The Scope of Services containing the Description of Services, Schedule and Compensation is attached hereto as **Exhibit A** and is specifically incorporated into and made a part of this Agreement.

1.2. In the event of any conflict between the documents constituting this Agreement, the documents shall be given precedence in the following order:

- 1) This Agreement including the Exhibits attached hereto;
- 2) RFP No. 2022000261; and
- 3) The Proposal submitted by Consultant dated May 6, 2022.

ARTICLE 2.

CONSULTANT'S SCOPE OF SERVICES

2.1. Consultant agrees to perform all the services and provide all the materials for the Project as described in **Exhibit A**, Owner's Consultant's Services, attached hereto.

2.2. Consultant agrees to provide its services and all materials for the Project described in **Exhibit A** for the fees contained in **Exhibit A**, Compensation. The Consultant shall make no claims for additional compensation or damages owing to suspensions, delays, or hindrances which arise during the performance of this Agreement. Such suspensions, delays or hindrances may only be compensated for by an extension of time as the County may decide. However, such extension shall not operate as a waiver of any other rights of the County.

2.3. In the event that County desires Consultant to perform any additional services related to the Project not specifically contained in **Exhibit A**, the parties shall enter into an amendment to this Agreement to provide for the provision of such additional services by Consultant as may be determined by the BOCC and payment therefore by County.

2.4. Consultant agrees to provide its services and materials as contained in the Scope of Services within the timeframes provided in **Exhibit A**, Milestones.

ARTICLE 3.

COMPENSATION AND PAYMENT FOR CONSULTANT 'S SERVICES

3.1. County shall pay Consultant for those tasks and services provided in **Exhibit A** actually performed by Consultant and in accordance with **Exhibit A** - Compensation. The total payment to Consultant shall not exceed Four Million Eight Hundred Ninety-Six Thousand Four Hundred Seventy Dollars and no cents (\$4,896,470.00) for Consultant's services under this Agreement, performed in accordance with **Exhibit A** and this Agreement.

3.2. Payment for services rendered by Consultant on Tasks 1 through 8 shall be made on a monthly basis in proportion to the percentage completed of those tasks listed in the Scope of Services. Percentage of services completed shall be subject to review and approval by the County Director of Utilities, or his/her designee. Payment for Tasks 9 and 10 shall be made on a time and labor rate basis and billed monthly. Hours and rates shall be subject to review and approval by the County Director of Utilities or his/her designee.

3.3. Consultant shall submit all billings for payment of services rendered on a monthly basis to the County Purchasing Division for processing. Billings shall be detailed as to the nature of the tasks and services performed and shall refer to the specific tasks listed in the Scope of Services that were actually performed by Consultant. Billings shall

include a summary of any amounts previously billed and any credits for amounts previously paid.

3.4. Consultant acknowledges that each billing must be reviewed and approved by the County Director of Utilities, or his/her designee. Should the Director of Utilities, or his/her designee, determine that the billing is not commensurate with services performed, work accomplished or hours expended, Consultant shall adjust billing accordingly. However, Consultant shall be entitled to payment of any portion of a billing not in dispute.

3.5. County shall pay Consultant's monthly billings in accordance with Sections 218.70 through 218.80 Florida Statutes, the Local Government Prompt Payment Act.

ARTICLE 4. **CONSULTANT'S RESPONSIBILITIES**

4.1. Consultant shall perform or furnish consulting and related services to a level of technical skill, ability, and diligence customarily provided by an experienced professional in his or her field of expertise when rendering the same services, and in accordance with sound principles and practices generally acknowledged by professionals in his or her field of expertise, as represented to the County, both orally and in writing, to be possessed by Consultant, all in accordance with the standards contained elsewhere in this Agreement and in accordance with generally accepted standards of professional consulting practice and with the laws, statutes, ordinances, codes, rules and regulations governing Consultant's profession as are consistent with this standard of care. The same standards of care shall be required of any subconsultant or subcontractor engaged by Consultant.

4.2. Consultant shall, without additional compensation, correct and revise any errors, omissions, or other deficiencies in its work product, services, or materials to the extent arising from the negligent act, error or omission of Consultant or any subconsultant or subcontractor engaged by Consultant for one year after the completion of Consultant's services under this Agreement. The foregoing shall be construed as an independent duty to correct rather than a waiver of County's rights under any applicable statute of limitations. County review of, approval of, acceptance of, or payment for any of Consultant's work product, services, or materials shall not be construed to operate as a waiver of any of County's rights under this Agreement, or cause of action County may have arising out of the performance of this Agreement.

ARTICLE 5. **OWNERSHIP AND USE OF DOCUMENTS**

5.1. All documents, data, studies, surveys, analyses, sketches, tracings, specifications, plans, designs, design calculations, details, computations, drawings, maps, models, photographs, reports, and other documents and plans resulting from Consultant's services under this Agreement are and shall become the property of and shall be delivered to County without cost, restriction or limitation as to use regardless of the format of the document (paper or electronic). However, any use subsequent to or other than for the specific project for which such items were created, shall be at sole risk of County

5.2. Consultant agrees that any software, computer systems and databases used for providing the documents necessary to this Agreement shall be compatible with existing County software and systems.

ARTICLE 6.

COUNTY'S RESPONSIBILITIES

6.1. County shall perform the responsibilities contained in this Article 6 in a timely manner so as not to delay the services of Consultant.

6.2. County shall furnish to Consultant, upon request of Consultant and at County expense, all existing studies, reports and other available data pertinent to the services to be performed under this Agreement which are within the County's possession. However, Consultant shall be required to evaluate all materials furnished hereunder using reasonable professional judgment before relying on such materials.

6.3. County shall provide reasonable access and entry to all public property required by Consultant to perform the services described in this Agreement. All such access and entry shall be provided at County expense. County shall also use reasonable efforts to obtain permission for reasonable access and entry to any private property required by Consultant to perform the services described in this Agreement.

ARTICLE 7.

TERM / TERMINATION

7.1. The term of this Agreement shall begin on the date it is signed by both parties and shall be completed in accordance with **Exhibit A**, Project Schedule. Consultant's services shall be deemed complete when Consultant provides all products or services contained in **Exhibit A** and required under this Agreement, and County accepts such services and products as satisfactory, unless otherwise terminated in accordance herewith.

7.2. The Consultant shall be responsible for notifying the County promptly whenever a delay is anticipated or experienced, including a delay in approval by any governmental agency having jurisdiction over the Project. The County shall allow the Consultant to extend the Project Schedule for valid, documented delays. The County shall be the sole determiner of the validity of the delays.

7.3. The County shall have the right at any time upon thirty (30) calendar days written notice to the Consultant to terminate the services of the Consultant and, in that event, the Consultant shall cease work and shall deliver to the County all documents, (including reports, designs, specifications, and all other data) prepared or obtained by the Consultant in connection with its services. The County shall, upon receipt of the aforesaid documents, pay to the Consultant, and the Consultant shall accept as full payment for its services, fees for all tasks completed in accordance with Scopes of Services.

7.4. In the event that the Consultant has abandoned performance under this Agreement, then the County may terminate this Agreement upon three (3) calendar day's written notice to the Consultant indicating its intention to terminate. The written notice

shall state the evidence indicating the Consultant's abandonment. Payment for services performed prior to the Consultant's abandonment shall be as stated Section 3 above.

ARTICLE 8.
NO CONTINGENT FEES

8.1. Consultant certifies that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Consultant any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, County shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

ARTICLE 9.
NOTICES

9.1. Any notice required or permitted to be sent hereunder shall be sent certified mail, return receipt requested, to the parties at the addresses listed below:

Consultant: HDR Engineering, Inc.

County: Purchasing Division

Name: Melanie E. Fowler
Vice President

Name: Kimberly A. Corbett
Senior Division Manager

Address: 1917 South 67th Street
Omaha, NE 68106

Address: Charlotte County Purchasing
18500 Murdock Circle, Suite 344
Port Charlotte, Florida 33948

9.2. Contractor shall immediately notify County of any changes in address.

ARTICLE 10.
TRUTH-IN-NEGOTIATION CERTIFICATE

10.1. In accordance with Section 287.055 Florida Statutes and Charlotte County Resolution 2003-059, signature of this Agreement by Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which County determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

ARTICLE 11.
ASSIGNMENT

11.1. This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances by Consultant without the prior

written consent of County. Further, no portion of this Agreement may be performed by subcontractors or subconsultants without written notice to and approval of such action by County.

ARTICLE 12.

EXTENT OF AGREEMENT / SEVERABILITY / MODIFICATION

12.1. This Agreement represents the entire and integrated agreement between the County and Consultant and supersedes all prior negotiations, representations or agreement, either written or oral.

12.2. In the event any provision of this Agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any breach of any provision, term, condition or covenant shall not be construed by the other party as a waiver of any subsequent breach.

12.3. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by both parties.

12.4. This is a nonexclusive contract. The County has the right to enter into contracts with other consultants for the providing of any services.

ARTICLE 13.

GOVERNING LAW / VENUE

13.1. This Agreement shall be governed and construed in accordance with Florida law. In the event any litigation arises between the parties in connection with this Agreement, venue for such litigation shall lie exclusively in or for Charlotte County, Florida.

ARTICLE 14.

INDEPENDENT CONTRACTOR STATUS

14.1. Consultant is an independent contractor and is not an employee, servant, agent, partner or joint venturer of the County. Neither the County nor any of its employees shall have any control over the conduct of Consultant or any of Consultant's employees, except as herein set forth, and Consultant expressly warrants not to represent at any time or in any manner that Consultant or any of Consultant's agents, servants or employees are in any manner agents, servants or employees of the County. It is understood and agreed that Consultant is, and shall at all times remain as to the County, a wholly independent contractor and that Consultant's obligations to the County are solely as prescribed by this Agreement.

ARTICLE 15.

AUDIT AND RECORDS REQUIREMENTS

15.1. Consultant shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Agreement which shall be available and accessible at Consultant's local offices for the purpose of inspection, audit, and copying during normal business hours by the County, or any of its authorized

representatives. Such records shall be retained for a minimum of five (5) years after completion of the services. Prior to destruction of any records, the Consultant shall notify the County and deliver to the County any records the County requests. Consultant shall require all subcontractors to comply with the provisions of this paragraph by insertion of the requirements hereof in a written contract agreement between Consultant and the subcontractor.

15.2 If the records are unavailable locally, it shall be the Consultant's responsibility to ensure that all required records are provided at the Consultant's expense including payment of travel and maintenance costs incurred by the County's authorized representatives or designees in accessing records maintained out of the County. The direct costs of copying records, excluding any overhead cost, shall be at the County's expense.

15.3 Pursuant to Section 119.0701 of the Florida Statutes, Contractors acting on behalf of the County must comply with the public records laws, specifically: a) keep and maintain public records required by the County to perform the contracted services; b) upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as otherwise provided by law; c) ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract; and d) upon completion of the contract, keep and maintain all public records required by the County to perform the service, and meet all applicable requirements for retaining public records.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO RETAIN AND PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT (941) 743-1441, E-MAIL TO RECORDS@CHARLOTTECOUNTYFL.GOV, 18500 MURDOCK CIRCLE, BLDG. B, Suite 109, PORT CHARLOTTE, FLORIDA 33948.

ARTICLE 16. INDEMNIFICATION

16.1. Consultant shall indemnify and hold harmless the County, its Commissioners, officers, employees, agents and volunteers from and against 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 this Agreement.

16.2. PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR ECONOMIC DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT IF THE CONDITIONS OF SECTION 558.0035 ARE SATISFIED.

ARTICLE 17.
SCRUTINIZED VENDORS

17.1. Pursuant to Section 287.135(3)(b) of the Florida Statutes, the County may, at its sole option, terminate this Agreement if the Consultant is found to have been placed on the *Scrutinized Companies that Boycott Israel List*, or is engaged in a boycott of Israel.

17.2. Pursuant to Section 287.135(3)(a)4 of the Florida Statutes, the County may, at its sole option, terminate this Agreement if the Consultant is found to have submitted a false certification, has been placed on the *Scrutinized Companies with Activities in Sudan List*, or the *Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List*, or has been engaged in business operations in Cuba or Syria or a boycott of Israel.

ARTICLE 18
EMPLOYEE RESTRICTIONS

18.1. Charlotte County will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a [Section 274A of the Immigration and Nationality Act ("INA")]. The County shall consider employment by any Contractor of unauthorized aliens a violation of Section 274A of the INA. Such violation by the Contractor of the employment provisions contained in Section 274A of the INA shall be grounds for termination of this Agreement by the County.

18.2. Pursuant to Section 448.095 of the Florida Statutes, all persons or firms entering into contracts with Charlotte County are required to register with, and use, the E-Verify system of the U.S. Department of Homeland Security to electronically verify the employment eligibility of all newly hired employees. The County may terminate this Agreement for failure on the part of the Contractor to use E-Verify. Contract termination for failure to use E-Verify is not considered a breach of contract pursuant to s. 349.095(2)(c)3, *Fla. Stat.*

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IN WITNESS WHEREOF, the parties hereto have entered into this agreement as of the date and year last written below.

WITNESS:

HDR ENGINEERING, INC.

Signed by: _____

By: _____

Melanie E. Fowler, Vice President

Print Name: _____

DAVID EDWARDS

Date: _____

4-11-23

Date: _____

4/12/2023

**BOARD OF COUNTY COMMISSIONERS
OF CHARLOTTE COUNTY, FLORIDA**

ATTEST:

Roger D. Eaton, Clerk of the Circuit
Court and Ex-Officio Clerk to the
Board of County Commissioners

By: _____

William G. Truex, Chairman

Date: _____

April 3, 2023

By: _____

Deputy Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____

Janette S. Knowlton, County Attorney

LR23-0352 _____

Exhibit List:

Exhibit A – Preliminary Engineering, Design, and Construction Services, March 20, 2023

EXHIBIT A



Professional Engineering Services Agreement

West Port Water Reclamation Facility Expansion

Preliminary Engineering, Design, and
Construction Services for an Expansion to the
West Port Water Reclamation Facility (WRF)

Owner:

Charlotte County Utilities Department

March 20, 2023

Scope of Services

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Exhibit A – Owner’s Consultant’s Services

1 Introduction

1.1 Project Understanding and Background

Charlotte County Utilities Department (Owner) owns and operates the West Port Water Reclamation Facility (WRF) and the Rotonda WRF in West Charlotte County, Florida. The West Port WRF has an FDEP permitted capacity of 1.2 million gallon per day (MGD) annual average daily flow (AADF). The West Port WRF utilizes an activated sludge process to treat domestic wastewater. The treatment system includes screening, aeration basins with biological treatment, secondary treatment using clarifiers, filtration, disinfection, and a reclaimed water system. The remaining solids are decanted and hauled to the East Port WRF for aerobic digestion and dewatering.

The West Port WRF is permitted for deep well injection and reclaimed water use for effluent management. The deep well injection has a capacity of 4.75 MGD, the spray field has capacity of 0.162 MGD and the reclaimed water use is permitted for 1.244 MGD AADF. In 2016, the previously permitted spray field system was removed from the permit and is no longer in service. The West Port WRF will be designed to a new capacity of up to 5 MGD with the ability for build out expansion to 15 MGD.

The Rotonda WRF has a rated treatment capacity of 2.0 MGD AADF and a rated reclaimed water disposal capacity of 1.005 MGD AADF. The Rotonda WRF uses activated sludge in a membrane bioreactor (MBR) configuration to treat wastewater.

Effluent from both WRFs can be distributed as reclaimed water to the unrestricted-public-access master reuse system or transferred to West Port WRF for injection into the deep well injection system.

HDR Engineering, Inc. (Engineer) will provide professional services for the regionalization of wastewater from the Rotonda and West Port WRFs. Engineer will evaluate the feasibility and cost impacts of decommissioning Rotonda WRF and transferring flows to the West Port WRF. A new master pump station and force main will be required to transfer flows. Engineer will provide planning, design, permitting, bidding, and construction management services for the new and expanded facilities, including the West Port WRF, new master pump station, and force main.

2 Description of Services

The scope of work shall be divided into the following tasks:

1. Task 1 – Project Management
2. Task 2 – Preliminary Data Collection and Review

3. Task 3 – Wastewater Regionalization Evaluation
4. Task 4 – Basis of Design Report
5. Task 5 – Funding Support
6. Task 6 – Engineering Design Services
7. Task 7 – Environmental and Permitting Services
8. Task 8 – Bid Phase Services
9. Task 9 – Construction Phase Services

Engineer to provide Florida licensed professional for the disciplines required to complete the design.

2.1 Task 1 Project Management

This task includes general functions required to maintain the project on schedule, within budget, and that the work products defined within this scope are consistent with Engineer's scope of services and Owner requirements. Engineer will prepare and submit monthly status reports, including schedule updates, with invoices. This task includes monthly status calls/meetings with the County to review the progress of the project and discuss action items.

Deliverables:

- Monthly status reports and invoices

2.2 Preliminary Data Collection and Review

2.2.1 Kick-off Meeting

Engineer to prepare for and attend a project kick-off meeting. The meeting will be virtual for up to 4 hours. Engineer will prepare and submit a summary of the meeting to Owner.

Deliverables: Kick-off meeting Agenda, Kick-off meeting summary.

2.2.2 Data Collection and Review

Engineer will prepare a data request to Owner for historical flows and loads for the past 5-years. Owner will submit data in spreadsheet format.

2.2.3 Environmental Assessment of Rotonda and West Port WRFs

Engineer will perform site visits to each facility to assess the overall physical condition of the Rotonda and West Port WRFs. The assessments will be based on visual observations and staff interviews and facilities will not be drained prior to the site visits. The intent of the assessment will be to evaluate the remaining useful life of the facilities as it will impact the phasing, expansion, and decommissioning of the facilities. Site limitations and environmental permitting considerations will be evaluated. A technical memorandum (TM) will be prepared summarizing the assessment activities.

Deliverables: Draft and Final Assessment TM

2.2.4 Environmental Assessment

Work to be conducted will include desktop wetland/ habitat evaluation at the West Port and Rotonda WRFs and pipeline routes by consulting the National Wetland Inventory, NRCS soils maps, and historical aerial review.

Listed Species review will be conducted verifying if the project areas are included within any mapped critical habitat for ESA listed species, documented occurrences will be reviewed through the Florida Natural Areas Index, and a federal species review will be conducted through the Information for Planning and Consultation (IPaC) website. Permitting evaluation will be conducted for the necessary State and Federal permits for potential impacts to wetland and or surface waters resulting from site development and the pipeline route.

Deliverables: Draft and Final Environmental Assessment TM

2.3 Wastewater Regionalization Evaluation

2.3.1 Review Wastewater Flows and Loads

Engineer will review and assess existing 20-year planning horizon and ultimate buildout flow projections, assessed in AADF. A peaking factor and wastewater loading from previous capacity analysis efforts will be utilized as basis of design. Engineer will summarize the review and assessment in a TM that will serve as design criteria.

Deliverables: Draft and Final Flows and Loads TM.

Effluent Criteria Goals

Engineer will facilitate a 2-hour workshop to review effluent criteria goals and establish the design criteria.

2.3.2 Treatment Alternatives Evaluations (Life Cycle Costs)

Engineer will complete evaluation of treatment options and life cycle cost analysis for plant expansion alternatives including advanced wastewater treatment (AWT) and land acquisition (if required) for the West Port WRF, from 1.2 MGD to 5 MGD (with ultimate build-out to 15 MGD). Provide recommendations for the improvement of the existing WRFs, including treatment systems, equipment, structures, buildings, and reclaimed water system. An initial screening will be completed to evaluate up to five treatment alternatives and then up to two options will be evaluated for life cycle analysis. Effluent quality goals will initially be the existing permit requirements for reclaimed water quality and more advanced treatment for additional nutrient removal will be evaluated for consideration by the County.

Evaluation of Alternatives report will include:

- Evaluation of site limitations and environmental permitting considerations.
- Evaluation of feasible treatment technologies and options for WRF replacement/improvement including AWT.

- Evaluation of energy efficiency options for WRF treatment processes. Life Cycle cost will include staffing needs and equipment costs.
- Evaluation of permitting, flows, abandonment and repurposing of existing facility, interim facilities, growth impacts, and equipment needed during transition.
- Evaluation of reclaimed storage and pumping on site.

A multi-criteria analysis will be performed to assist the County in deciding treatment technologies. Life cycle cost analysis shall include net present value (NPV) comparison of each alternative.

Deliverables: Draft and Final Treatment Alternatives Evaluations TM

2.3.3 Multi-Criteria Decision Methodology for Evaluating Long-term Approach for Rotonda WRF

Engineer will prepare and host two Multi-Criteria Decision workshops to evaluate the Rotonda WRF. The intent of the workshop will be to assess three options for the Rotonda WRF outlined below:

1. Decommission Rotonda WRF and replace with a master pump station that would transfer existing and projected flows to the West Port WRF
2. Maintain existing capacity at Rotonda WRF with necessary improvements/upgrades; transfer projected future flows to West Port WRF for treatment.
3. Expand capacity at Rotonda WRF to account for existing and projected flows.

The initial workshop will be a 4-hour in-person meeting at Owner's facilities. The workshop will include:

- Identify Evaluation Criteria
- Weight Criteria or Determine Relative Importance
- Check Criteria Weighting

Engineer will prepare Engineer's Opinion of Probable Construction Costs for the three alternatives identified. Costs will be based on a Class 5 Estimate as outlined by the Association for the Advancement of Cost Engineering (AACE). A 20-year NPV will include estimates for energy, chemical, and Owner staff costs, as provided by Owner.

Following the initial workshop, Engineer will evaluate each alternative based on comments and refine the evaluation criteria. A second 4-hour workshop will be to review the NPVs for each alternative and score alternatives and review results. Following the second workshop, Engineer will prepare a TM summarizing the results. The fate of the Rotonda WRF that the Owner agrees to implement will serve as the basis of design for the preliminary and final design elements included as subsequent tasks to this Agreement.

Deliverables: Draft and Final Evaluation of Rotonda WRF TM

2.4 Basis of Design Report

The following outlines the new facilities required to accommodate the regionalization and expansion of wastewater flows in West Charlotte County.

The final design will be based upon the final input from CCU during the review and comment phase. For the expansion of the West Port WRF, the following new facilities/improvements are anticipated:

1. Flow Equalization. A new flow equalization structure will be designed and constructed to allow for storage and equalization of flow during peak flow periods. The structure will be designed to mitigate peak flows over a 24-hour period.
2. Headworks Structure. A new cast-in-place concrete, elevated, dual-level Headworks Structure consisting of the following items: access stairway, two mechanical stair screens, manual bar screen, washing press, vortex grit removal system and grit washer. The top level will not be an enclosed level. The elevated and lower slabs comprising the headworks structure will be provided with drain systems. The headworks structure shall be designed for a new capacity of 5.0 mgd expandable for the build out capacity of 15 MGD and will be designed to accommodate odor control facilities.
3. Flow Splitter. A new flow splitter structure to split the influent flow between treatment trains.
4. Oxidation Ditches or other biological treatment system as determined during PER phase with final decision from CCU.
5. Secondary Clarifiers. Two circular, cast-in-place or prestressed concrete secondary clarifier basins with center pier supported spiral scraper clarifier mechanisms. Each clarifier basin will contain the following equipment: full-radius skimmers, scum trough, center pier and feedwell, clarifier drive, bridge walkway, access walkway, access stairs, drive platform, concrete effluent launders with scum baffles, weirs and density current baffles and scum pumping station. Settled solids will be collected in two separate locations (RAS & WAS) to provide activated sludge suction feed to the RAS/WAS Pumping Station. Each secondary clarifier will be provided with a drain system.
6. RAS/WAS Pumping Station. One RAS/WAS Pumping Station consisting of end-suction centrifugal pumps mounted on a cast-in-place concrete slab, associated piping, and appurtenances, electrical, and instrumentation systems. Each RAS and WAS pump motor will be equipped with variable frequency drives.
7. Filters. Post clarification filters will be designed for treatment to public access requirements.
8. Chlorine Contact Basin. One cast-in-place chlorine contact basin sized for 5 mgd with divided compartments to perform high-level disinfection of filtered effluent. This basin will be comprised of access stairs, one chlorine injection system, one influent splitter chamber, two disinfection chambers, and a reclaimed water transfer wet well. Each disinfection chamber shall be provided with a drain system. A chlorine sample pumping station will be provided to pump a continuous sample to two total chlorine residual analyzers (duty and standby).

9. Plant Drain Collection and Pumping Station System. A plant drain and collection and pumping station system will collect plant drain water from various facilities throughout the WRF and transfer those flows to the headworks. The plant drain collection system will be a gravity sewer collection system. The pumping station will be a single wetwell, submersible pump station.
10. Reclaimed High Service Pumping and Storage. Above ground storage tanks will be designed for the permitted storage requirements. A high service pump station will be designed for reclaimed water pumping and will consist of end-suction centrifugal pumps mounted on a cast-in-place concrete slab, associated piping, and appurtenances, electrical, and instrumentation systems. Each pump motor will be equipped with variable frequency drives.
11. Plant Water Pumping Station. A new plant water pump station will transfer flows from the chlorine contact basin to various feed water facilities throughout the WRF.
12. Chlorination System. A new chlorination system consisting of bulk hypochlorite storage tank, chemical metering pumps, and associated instrumentation.
13. Civil/Site Design. Perform civil/site design to accommodate above components and modifications.
14. Stormwater Design. Perform design of stormwater mitigation system to accommodate new facilities.
15. Electrical/Instrumentation Design. Perform electrical and instrumentation design to accommodate above components and facilities, including site lighting, lightning protection, standby power, power and controls, and plant SCADA system.
16. Structural Design. Perform structural design to accommodate above components and modifications.
17. Landscaping. Landscaping on remainder of site will consist of basic restoration with sodding.

Pending confirmation that the Rotonda WRF will be replaced with a Rotonda master pump station; LS801 will be assessed for location the following facilities/improvements are anticipated:

1. New Submersible Pump Station. A new submersible pump station will be designed and constructed within the existing Rotonda WRF site. The station will consist of single or dual pre-cast concrete wetwell(s), submersible pumps, valve pit with pig launch, control panel, emergency generator, and odor-control.
2. Civil/Site Design. Perform civil/site design to accommodate above components and modifications.
3. Stormwater Design. Perform design of stormwater mitigation system to accommodate new facilities.
4. Electrical/Instrumentation Design. Perform electrical and instrumentation design to accommodate above components and facilities, including site lighting, lightning protection, standby power, power and controls, and SCADA.
5. Structural Design. Perform structural design to accommodate above components and modifications.

6. Landscaping. Landscaping on remainder of site will consist of basic restoration with sodding.

For the Rotonda to West Port force main, the following assessment will be performed:

1. Up to three routes will be evaluated for cost effectiveness, ease of permitting and construction, and impacts to residents.
2. Sizing of force main will be finalized based on assessment of flow in Task 2

For the Rotonda to West Port force main, the following facilities/improvements are anticipated:

1. Force main and appurtenances. A new force main will be designed and constructed between the Rotonda and West Port WRFs within existing right-of-way or required easement. The force main will be equipped with necessary appurtenances including isolation valves and air release valves. Odor control facilities are to be included on the force main.

Needed modifications and or rehabilitation to existing facilities and site will be assessed during the BODR phase and will be included in the design, permitting, bidding, and construction with new facilities.

A Basis of Design Report (BODR) will outline design elements that will be incorporated into the final design. The BODR will include recommendations for West Port and Rotonda WRFs, new master pump station at Rotonda (if required), and new force main between Rotonda and West Port (if required) and will include the following:

1. Projected wastewater flows and loads (TM from Task 3)
2. Anticipated and/or existing effluent limits and requirements.
3. Plant classification, staffing, and reliability and redundancy requirements.
4. General description of the proposed wastewater treatment facilities' including unit processes, major equipment, and effluent disposal facilities.
5. Summaries of major equipment selection and associated design criteria.
6. Description of the phasing plan and maintenance of plant operations (MOPO).
7. Description of effluent disposal systems.
8. General description of the low-voltage electrical supply and distribution systems including provisions for emergency standby power.
9. General description of the plant SCADA, field instruments and displays, control panel requirements (materials of construction, exposures), and overall plant control hierarchy (block diagram).
10. General description of site requirements including access, stormwater management, and flood damage mitigation.

A budget allowance will be provided by specialty subconsultants to obtain topographic and right-of-way, boundary surveys and for performing geotechnical investigations.

The BODR will contain the following:

1. Site topographic and boundary survey to be used for civil drawings during final design.
2. Geotechnical investigation suitable for design of proposed structures.
3. Preliminary drawings to include:
 - i. Existing and proposed site plan.
 - ii. Proposed process flow diagram.
 - iii. Preliminary Process and Instrumentation diagram (P&ID).
 - iv. Preliminary electrical power distribution diagram.
 - v. Proposed plant hydraulic profile.
4. Preliminary Engineer's Opinion of Probable Construction Cost (EOPCC).

The draft BODR will be submitted to the Owner. A 4-hour workshop will be held with the appropriate Owner personnel to discuss and review the draft BODR. The final BODR will then be prepared based on the workshop results and will serve as the basis for the final design as well as for permitting of the expansion through the FDEP.

2.5 Funding Support

Engineer will develop a memorandum summarizing major funding programs including agency information, program priorities, typical funding levels, submittal timeframes, likelihood of obtaining funds, pros and cons of use of funds, and program requirements (e.g., Build America, Buy America Act). Funding programs to be evaluated will include those recently authorized under the Bipartisan Infrastructure Law, as well as other long-standing state and federal programs.

2.6 Engineering Design Services

The Contract Documents developed under Task 6 will be for the selected alternative only. The design shall be reviewed by CCU staff to reach agreement on final design.

2.6.1 60% Design

Engineer will prepare Contract Drawings indicating scope, extent, and work to be performed, prepare for, and attend design workshop with Owner Operations and Engineering Staff. Owner front-end contract documents will be utilized for preparing a public bid document that will be issued by Owner.

Engineer will provide a Bid Form consistent with Owner standards and an updated EOPCC.

Deliverables:

- 60% Contract Drawings, technical specifications, special provisions, bid document, updated EOPCC, 60% Review Workshop agenda, and 60% Review workshop minutes.

2.6.2 90% Design

Engineer will update 60% design documents based on review and input from Owner. Prepare for and attend 90% design workshop with Owner's Operations and Engineering Staff.

Deliverables: 90% Contract Drawings, technical specifications, special provisions, bid document, updated EOPCC, 90% Workshop agenda, and 90% Review workshop minutes.

2.6.3 100% Design

Engineer will update 90% design documents based on review and input from Owner. Prepare for and attend 100% design workshop with Owner's Operations and Engineering Staff. 100% documents will be considered "bid ready" for incorporation by Owner into public bid documents.

Deliverables: 100% Contract Drawings, technical specifications, special provisions, bid document, updated EOPCC; 100% Workshop agenda, 100% workshop minutes, and 100% Comment Response Log.

CCU 2023 Design Compliance Standards shall be incorporated into each stage of design deliverables.

2.7 Task 7 Environmental and Permitting Services

Engineer will provide technical criteria, written descriptions, and preparation of permit applications from governmental authorities having jurisdiction for the final design of the project. Engineer will assist Owner in consultation with such authorities and provide information and revise the Contract Drawings and Specifications in response to directives from such authorities. Engineer shall submit all final permit applications. The following are anticipated for this project:

- FDEP construction permit for the plant expansion.
- Stormwater ERP permit.
- Charlotte County Building Construction Service Department permit. The number of County permits will be assessed and finalized in previous tasks.

Engineer will respond to up to two requests for Information (RFIs) from each of the permitting agencies. Permitting fees shall be paid by Owner.

Deliverables: FDEP permit application support documents (site plan, tree survey, etc.), ERP permit application support documents, building department permit application support documents. Response to RFIs.

2.8 Task 8 Bid Phase Services

Provide services during bidding consisting of the following:

- Receive, record, and issue clarifications to prospective bidders written questions regarding the Bid Documents during the project bid phase. Clarifications shall be issued as an addendum item.
- Attend a prebid conference chaired by the County Purchasing at the County Purchasing office.
- Prepare up to three addendums to the contract documents, if required.
- Review the bids received, review bid tabulation provided by Owner, and provide the Owner with a contract award recommendation. Engineer will contact up to three references for the apparent low bid contractor.

Deliverables: Contractor Recommendation Letter

2.9 Task 9 Construction Phase Services

1. General Administration of Construction Contract

Respond to RFIs. Consult with Owner and act as Owner's representative. The extent and limitations of the duties, responsibilities, and authority of Engineer as assigned in the General Conditions shall not be modified, except as Engineer may otherwise agree in writing. Owner's instructions to Contractor will be issued through County. General Administration shall include the following:

- a) Schedules. Receive, review, and determine the acceptability of schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
- b) Baselines and Benchmarks. As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
- c) Defective Work. Recommend to Owner that Contractor's Work be rejected while it is in progress if, based on Engineer's observations, Engineer believes that such Work will not produce a completed Project that conforms generally to the Contract Documents or that it will threaten the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
- d) Clarifications and Interpretations; Field Orders. Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Responses will be prepared to Contractor's requests for additional information (RFIs). Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Engineer may issue Field Orders (subject to Owner's approval) authorizing minor variations in the Work from the requirements of the Contract Documents.
- e) Change Orders and Work Change Directives- Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
- f) Inspections and tests. Recommend special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests,

and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents.

- g) Facilitate and attend weekly construction progress meetings throughout the construction schedule or until Owner deems meeting frequency can be modified.
- h) Pre-Construction Conference. Participate in a Pre-Construction Conference prior to commencement of Work at the Site.
- i) Applications for Payment. Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
 - (1) Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).
 - j) By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
- 2) Shop Drawings and Samples. Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for

conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted. Shop drawings review will include an initial review and a subsequent review if necessary. Review beyond two per shop drawing shall be compensated by the Contractor directly as outlined in the Contract Documents.

- 3) Substitutes and "or-equal." Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor. Substitutes and "or-equal" evaluations will be completed on a case-by-case basis only after authorization by Owner.
- 4) Resident Project Representative (RPR). Unless otherwise notified in writing by Owner, Engineer shall provide the services of Resident Project Representative (RPR) at the Site to assist Engineer and Owner and to provide more continuous observations of such work on a full-time or part-time basis as expressly approved by Owner. The duties, responsibilities, and limitations of authority of the RPR are as set forth in Exhibit B. The furnishing of such Resident Project Representative service will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit B.
- 5) Assist Owner in funding compliance as requested and approved by Owner.
- 6) Visits to Site and Observation of Construction in connection with observations of Contractor's Work while it is in progress:
 - a) Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, but at least monthly, to observe as an experienced and qualified design professional the progress and quality of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgement as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
 - b) The purpose of Engineer's visits to, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Engineer shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used

by Contractor, for security or safety on the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

7) Substantial Completion and Project Startup

- a) Substantial Completion. After notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner, the Agency's representative, and Contractor, conduct a pre-final inspection to determine if the Work is substantially complete. If after considering any objections of Owner, Engineer considers the Work substantially complete, Engineer shall deliver a certificate of Substantial Completion to Owner, Agency, and Contractor.

8) Project Closeout/Record Drawings

- a) Contractor's Completion Documents. Receive, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates, or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data and the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment.
- b) Record Drawings. Prepare and furnish to Owner a set of reproducible Project Record Drawings showing appropriate record information based on "as-built" information from Contractor and Project documentation received from RPR.
- c) Final Notice of Acceptability of the Work. In company with Owner's and Agency's representative, conduct a final review of the Work to assess if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice that the Work is acceptable to the best of Engineer's knowledge, information, and belief and based on the extent of the services provided by Engineer under this Agreement.
- d) Operation and Maintenance Manual. Prepare and furnish a compilation of vendor supplied operation and maintenance manual documents. O&M manual shall be in accordance with AWWA guidance. One bound hard copy shall be provided along with a digital pdf version.
- e)

Duration of Construction Phase. The Construction Phase will commence with the execution of the first construction Contract for the Project or any part thereof. Engineer shall be entitled to an equitable increase in compensation if Construction-Phase services are required beyond 90 days after the original date for final completion of the Work as set forth in the construction Contract. The 90 days are to allow for transfer of outstanding files to the Owner, completion of FDEP certification, and completion and submittal of Record Drawings. The Construction Phase will terminate upon submittal of these listed documents.

Limitation of Responsibilities. Engineer shall not be responsible for the acts or omissions of any Contractor, or of any subcontractors, suppliers, or other individuals or entities performing or furnishing any of the Work. Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

2.10 Project Schedule

A detailed work breakdown structure and will be provided to the County within 10 calendar days from the date of the kick-off meeting.

2.11 Assumptions

1. All submittals will be electronic format only.
2. All permit support documents can be digitally signed and sealed by Engineer of Record.
3. No right-of-way, easement, or land acquisition services are included beyond preparation of legal descriptions and sketches, as needed
4. Level of effort is based on a up to two prime contractors and two bidding processes.
5. Bid alternates proposed by prospective bidders will not be reviewed by Engineer during the bid process.
6. No evaluations of impacts to existing lift stations and sewer transmission main systems are included.
7. Owner has 15 calendar day review period for Technical Memoranda and 30 calendar day review period for Contract Drawings, Technical Specifications, and EOPCC submittals. Owner will provide consolidated written review comments for each submittal.
8. Only site improvements shall be made for newly designed facilities.
9. Construction services based on 24 months of construction
10. Bidding services based on 2 months advertising period.
11. No public involvement support is included.

2.12 Supplemental Services

Supplemental Services Requiring Owner's Written Authorization

If authorized in writing by Owner, Engineer shall provide Supplemental Services needed to complete the Project. These supplemental services are not included as the base scope of services and will be authorized and paid for through a supplemental services document. This document, supplemental services for scope and fee detailed as needed, shall be submitted to Owner for approval based on justification of need to be performed and including fee to complete.

2.13 Compensation

HDR will provide the scope of services for Tasks 1 through 8 for a lump sum total of \$3,687,124 based on the task breakdown below. The fee will be invoiced monthly on a percent complete basis of each task.

	<u>Consultant Fee</u>
Task 1 – Project Management	\$270,488
Task 2 – Preliminary Data Collection and Review	\$259,331
Task 3 - Wastewater Regionalization Evaluation	\$62,216
Task 4 – Basis of Design Report	\$187,974
Task 5 – Funding Support	\$24,470
Task 6 – Engineering Design Services	\$2,788,626
Task 7 – Permitting Services	\$36,021
Task 8 – Bid Phase Services	\$57,998
Total	\$3,687,124

HDR will provide the scope of services for Task 9 on a time and labor rate basis to be billed monthly.

Task 9 – Construction Phase Services	\$939,346
Task 10 – Supplemental Services	\$270,000
Contract Total	\$4,896,470

Exhibit B – Duties, Responsibilities and Limitations of Authority of Resident Project Representative

GENERAL

1. Resident Project Representative is Engineer's Agent, will act as directed by and under the supervision of Owner and/or Engineer, and will confer with Engineer regarding his actions. Resident Project Representative's dealings in matters pertaining to the on-site Work shall in general be only with Engineer and Contractor, and dealings with Subcontractors shall only be through or with the full knowledge of Contractor. Written communication with Owner will be only through or as instructed by Engineer.

DUTIES AND RESPONSIBILITIES

Resident Project Representative will:

1. Schedules: Review the progress schedule, schedule of Shop Drawing submissions and schedule of values prepared by Contractor and consult with Engineer and Owner concerning their acceptability.
2. Conferences: Attend preconstruction conferences. Arrange a schedule of progress meetings and other job conferences as required in consultation with Engineer and notify those expected to attend in advance. Attend meetings and maintain copies of minutes thereof.
3. Liaison:
 - i. Serve as Engineer's and Owner's liaison with Contractor, working principally through Contractor's superintendent and assist him in understanding the intent of the Contract Documents. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-site observations.
 - ii. As requested by Engineer, assist in obtaining from Owner additional details or information, when required at the job site for proper execution of the Work.
4. Shop Drawings and Samples:
 - i. Receive Shop Drawings and samples, receive samples which are furnished at the site by Contractor, and notify Engineer of their availability for examination.
 - ii. Advise Engineer and Contractor or his superintendent immediately of the commencement of any Work requiring a Shop Drawing or sample submission if the submission has not been approved by the Engineer.
5. Review of Work, Rejection of Defective Work, Inspections and Tests:

- i. Conduct on-site observations of the Work in progress to assist Engineer and Owner in assessing if the Work is proceeding in accordance with the Contract Documents and that completed Work will conform to the Contract Documents.
 - ii. Report to Engineer and Owner whenever he believes that any Work is unsatisfactory, faulty, or defective or does not conform to the Contract Documents, or does not meet the requirements of any observations, tests or approval required to be made or has been damaged prior to final payment; and advise Engineer and Owner when he believes Work should be corrected or rejected or should be uncovered for observation, or requires special testing, observation, or approval.
 - iii. Verify that tests, equipment, and systems startups and operating and maintenance instructions are conducted as required by the Contract Documents and in presence of the required personnel, and that Contractor maintains adequate records thereof; observe, record and report to Engineer and Owner appropriate details relative to the test procedures and startups.
 - iv. Accompany visiting Observers representing public or other agencies having jurisdiction over the Project, record the outcome of these inspections and report to Engineer/Owner.
6. Interpretation of Contract Documents: Transmit to Contractor Engineer's clarifications and interpretations of the Contract Documents. Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report them with recommendations to Engineer.
7. Records:
 - i. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples submissions, reproductions of original Contract Documents including all Addenda, change orders, field orders, additional Drawings issued after the execution of the Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.
 - ii. Keep a diary or logbook, recording hours on the job site, weather conditions, data relative to questions of extras or deductions, list of visiting officials and representatives of manufacturers, fabricators, suppliers and distributors, daily activities, decisions, observations in general and specific observations in more detail as the case of observing test procedures. Send electronic copies to Engineer and Owner.
 - iii. Record names, addresses and telephone numbers of all Contractors, Subcontractors and major suppliers of materials and equipment.
8. Reports:
 - i. Furnish Engineer and Owner periodic reports as required of progress of the Work and Contractor's compliance with the approved progress schedule and schedule of Shop Drawing submissions, as required.
 - ii. Consult with Engineer and Owner in advance of scheduled major tests, inspections or start of important phases of the Work.
 - iii. Report immediately to Engineer and Owner upon the occurrence of any accident.
9. Payment Requisitions: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward them with recommendations to Engineer

and Owner, noting particularly their relation to the schedule of values, Work completed, and materials and equipment delivered at the site but not incorporated in the Work.

10. Advise Engineer and Owner on assessment and compliance by Contractor of issued permits and funding requirements.
11. Certificates, Maintenance and Operation Manuals: If applicable, during the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by Contractor are applicable to the items installed; and deliver this material to Engineer for his review and forwarding to Owner prior to final acceptance of the Work.
12. Completion:
 - i. Before Engineer issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
 - ii. Conduct final inspection in the company of Engineer, Owner and Contractor and prepare a final list of items to be completed or corrected.
 - iii. Verify that all items on final list have been completed or corrected and make recommendations to Engineer concerning acceptance.

LIMITATIONS OF AUTHORITY

Except upon written instructions of Engineer with approval from Owner, Resident Project Representative.

- Shall not authorize any deviation from the Contract Documents or approve any substitute materials or equipment.
- Shall not exceed limitations on Engineer's authority as set forth in the Contract Documents.
- Shall not undertake any of the responsibilities of Contractor, Subcontractors or Contractor's superintendent, or expedite the Work.
- Shall not advise on or issue directions relative to any aspect of the means, methods, techniques, sequences, or procedures of construction unless such is specifically called for in the Contract Documents.
- Shall not advise on or issue directions as to safety precautions and programs in connection with the Work.
- Shall not authorize Owner to occupy the Project in whole or in part.
- Shall not participate in specialized field or laboratory tests.