

FIRST AMENDMENT TO
AGREEMENT
Between
BROWARD COUNTY
and
HAZEN AND SAWYER, P.C.
for
CONSULTANT SERVICES FOR
NORTH REGIONAL WASTEWATER TREATMENT PLANT – FACILITY
IMPROVEMENTS
RLI # R1007402R1

FIRST AMENDMENT TO

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Between

BROWARD COUNTY

and

HAZEN AND SAWYER, P.C.

for

CONSULTANT SERVICES FOR
NORTH REGIONAL WASTEWATER TREATMENT PLANT – FACILITY
IMPROVEMENTS

RLI # R1007402R1

This is the First Amendment to the Agreement dated February 11, 2014, made and entered into by and between: BROWARD COUNTY, a political subdivision of the State of Florida ("COUNTY"), and HAZEN AND SAWYER, P.C., a foreign profit corporation, authorized to conduct business in the State of Florida ("CONSULTANT"), (collectively the "Parties").

WITNESSETH:

WHEREAS, the Parties entered into an Agreement on February 11, 2014, for Consultant Services for the North Regional Wastewater Treatment Plant (NRWWTP) Facility Improvement project (the "Agreement"); and

WHEREAS, pursuant to Article 6 of the Agreement, either party may request changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under the Agreement; and

WHEREAS, the Parties desire to amend the Agreement to provide for additional basic services related to the NRWWTP facility improvements; and

WHEREAS, COUNTY has determined that the additional services are necessary for the completion of the Project; and

WHEREAS, the Parties met and negotiated the Scope of Services and fees for the additional design services, all in accordance with the Broward County Procurement Code, and this First Amendment to the Agreement incorporates the results of such negotiation; NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, and covenants hereinafter set forth, the Parties agree as follows:

1. The above recitals are true and correct and are incorporated herein as if set forth in full hereunder.
2. Unless otherwise stated, words in ~~struck through~~ type are deletions from existing text and words in underline type are additions to existing text.
3. Article 3, Sections 3.1 and 3.3, and Article 4, Sections 4.1, 4.2, and 4.6, respectively, are hereby amended by replacing all references to Exhibit "A" to read Exhibits "A" and "A-1."
4. Article 5, Compensation and Method of Payment, Section 5.1, is hereby amended to read as follows (original underlining omitted):

5.1 AMOUNT AND METHOD OF COMPENSATION

5.1.1 Maximum Amount Not-To-Exceed Compensation

~~COUNTY agrees to pay CONSULTANT, as compensation for performance of all services as related to Exhibit "A," required under the terms of this Agreement, the Salary Costs as described in Section 5.2 up to a maximum amount not to exceed of \$10,662,083.00 for Basic Services, up to \$50,000.00 for optional additional services, and to reimburse CONSULTANT for Reimbursables as described in Section 5.3, up to a maximum amount not to exceed of \$190,078.00, for a total maximum amount not to exceed \$10,902,161.00. The method of compensation shall be that of "maximum amount not to exceed," which means CONSULTANT shall perform all services set forth herein for total compensation in the amount of or less than that stated above.~~

Compensation to CONSULTANT for the performance of Basic Services as identified in Exhibits "A" and "A-1," and as otherwise required by this Agreement, shall be based upon the Salary Costs as described in Section 5.2 and as follows: up to a maximum amount not-to-exceed of Ten Million Six Hundred Sixty-two Thousand Eighty-three Dollars (\$10,662,083) for services detailed in Exhibit "A" and up to a maximum amount not-to-exceed of Fourteen Million Nine Hundred Thirty-two Thousand Sixty-three Dollars (\$14,919,341) for services detailed in Exhibit "A-1." CONSULTANT shall perform all services designated as Maximum Amount Not-To-Exceed set forth herein for total compensation in the amount of or less than that stated above.

The maximum amount not-to-exceed compensation of ~~\$10,662,083~~ for Basic Services shall be paid out as follows:

Phase	<u>Exhibit "A"</u> Amount	<u>Exhibit "A-1"</u> Amount
Phase I – Security/Risk Assessment	\$309,419	<u>\$186,335</u>
Phase II – Facilities Plan	\$2,243,808	<u>-0-</u>
Phase III – Design	\$3,409,793	<u>\$6,527,387</u>
Phase IV – Engineering Services		
During Construction	\$4,655,101	<u>\$8,155,646</u>
Phase V – Regulatory Support	\$43,962	<u>\$49,973</u>

5.1.2 Lump Sum Compensation

[Intentionally Left Blank.]

5.1.3 ~~If the method of compensation between COUNTY and CONSULTANT is a maximum amount not to exceed and CONSULTANT has "lump sum" agreements with any Subconsultant(s), then CONSULTANT shall bill all "lump sum" Subconsultant fees as Salary Costs with no "markup." CONSULTANT shall bill all other Subconsultant fees using the employee categories for Salary Costs on Exhibit "B" as defined in Section 5.2 and Reimbursables defined in Section 5.3. All Subconsultant Reimbursables shall be billed in the actual amount paid by CONSULTANT. Subconsultant Salary Costs shall be billed to COUNTY in the actual amount paid by CONSULTANT.~~

5.1.3 Optional Additional Service

COUNTY has established an amount of Three Hundred Thousand Dollars (\$300,000) for the performance of additional Basic Services as identified in Phase VI of Exhibits "A" and "A-1." Services provided under this task shall be payable on a "Maximum Amount Not-To-Exceed" basis, based upon the Salary Costs as described in Section 5.2, up to the specified amount. Services performed under this task must be initiated by a separate written Notice to Proceed issued by the Contract Administrator. Any unused amounts shall be retained by COUNTY.

5.1.4 ~~CONSULTANT acknowledges and agrees that the retainage amount set forth in Section 5.5 shall be applied to the amount for each phase stated herein.~~

5.1.4 Reimbursable Expenses

COUNTY has established a maximum amount not-to-exceed of Two Hundred Forty-six Thousand Two Hundred Fifty-nine Dollars (\$246,192) for potential reimbursable expenses which may be utilized pursuant to Section 5.3. Unused amounts of those monies established for reimbursable expenses shall be retained by COUNTY.

5.1.5 Salary Rate

The maximum hourly rates payable by COUNTY for each of CONSULTANT's employee categories are shown on Exhibit "B" and are further described in Section 5.2. COUNTY shall not pay CONSULTANT any additional sum for reimbursable expenses, additional or optional services, if any, unless otherwise stated in Section 5.3 and Article 6.

If, for services designated as payable on a Maximum Amount Not-To-Exceed, CONSULTANT has "lump sum" agreements with any subconsultant(s), then CONSULTANT shall bill all "lump sum" subconsultant fees with no "markup." Likewise, CONSULTANT shall bill, with no mark-up, all maximum not to exceed subconsultant fees using the employee categories for Salary Costs on Exhibit "B" as defined in Section 5.2 and Reimbursables defined in Section 5.3. All Subconsultant fees shall be billed in the actual amount paid by CONSULTANT.

5.1.6 The dollar limitation set forth in Sections 5.1 is a limitation upon, and describes the maximum extent of, COUNTY's obligation to CONSULTANT, but does not constitute a limitation, of any sort, upon CONSULTANT's obligation to incur such expenses in the performance of services hereunder.

5. Article 5, Compensation and Method of Payment, Section 5.2, is hereby deleted and replaced with the following:

5.2 SALARY COSTS

The term Salary Costs as used herein shall mean the hourly rate actually paid to all personnel engaged directly on the Project, as adjusted by an overall multiplier which consists of the following: 1) a fringe benefits factor; 2) an overhead factor; and 3) an operating margin as set forth on Exhibit "B." Said Salary Costs are to be used only for time directly attributable to the Project. The fringe benefit and overhead factors shall be certified by an independent Certified Public Accountant in accordance

with the Federal Acquisition Regulation ("FAR") guidelines. Said certification shall be dated within one hundred eighty (180) days after CONSULTANT's most recently completed fiscal year.

5.2.1 CONSULTANT shall require all of its subconsultants to comply with the requirements of Section 5.2.

5.2.2 Salary Costs for CONSULTANT and subconsultants as shown in Exhibit "B" are the Maximum Billing Rates which are provisional, subject to audit of actual costs, and if the audit discloses that the actual costs are less than the costs set forth on Exhibit "B" for the CONSULTANT or any subconsultant, the CONSULTANT shall reimburse the COUNTY based upon the actual costs determined by the audit.

5.2.3 Unless otherwise noted, the Salary Costs stated above are based upon the CONSULTANT's "home office" rates. Should it become appropriate during the course of the agreement that a "field office" rate be applied, then it is incumbent upon the CONSULTANT to submit a supplemental Exhibit "B" reflective of such rates for approval by Contract Administrator and invoice the COUNTY accordingly.

5.2.4 The total hours payable by the COUNTY for any "exempt" or "non-exempt" personnel shall not exceed forty (40) hours per employee in any week. In the event the work requires the CONSULTANT's or subconsultant's personnel to work in excess of 40 hours per week, any additional hours must be authorized in advance, in writing, by the Contract Administrator. If approved, Salary Costs for additional hours of service provided by nonexempt (hourly) employees or exempt (salaried) employees shall be invoiced to the COUNTY at no more than one and one half of the employee's hourly rate and in a manner consistent with the CONSULTANT's or subconsultant's applicable certified FAR audit and all other provisions of Section 5.2. In the event a "Safe Harbor" rate is elected for use by the CONSULTANT or subconsultant then the additional hours are payable at no more than the maximum rates established in Exhibit "B."

5.2.5 CONSULTANT and any of its subconsultants may alternatively use a "Safe Harbor" combined fringe benefit and overhead rate of 110% in lieu of providing fringe benefit and overhead cost factors certified by an independent Certified Public Accountant in accordance with the Federal Acquisition Regulation ("FAR") guidelines. The Safe Harbor rate, once elected, shall remain in place for the entire term of the Agreement, and be applicable for use as "home" and "field"

fringe benefit and overhead rates, if applicable, and shall not be subject to audit under this Agreement. All other provisions of Section 5.2 remain in place.

5.2.6 Notwithstanding the Salary Costs (formula and requirements) set forth in Section 5.2 above, hourly rates have been negotiated with Consultant utilizing a method and factors agreed to by Consultant and the Contract Administrator which do not comply with Section 5.2. The method and factors utilized to determine the hourly rates are set forth on Exhibit B, attached hereto.

5.2.7 The maximum hourly rates shown on Exhibit "B" are subject to change annually beginning on the first anniversary of the contract execution date and on each contract year thereafter upon written request thirty (30) days prior to the anniversary date by CONSULTANT and approval by the Contract Administrator. Any increase in these rates shall be limited to the lesser of the change in cost of living or three percent (3%). The increase or decrease in CPI shall be calculated as follows: the difference of CPI current period less CPI previous period, divided by CPI previous period, times 100. The CPI current period shall mean the most recent published monthly index prior to contract anniversary. The CPI previous period shall mean for the same month of the prior year. All CPI indices shall be obtained from the U.S. Department of Labor table for Consumer Price Index - All Urban Consumers (Series ID CUURA320SA0) for the area of Miami-Fort Lauderdale, FL (All Items), with a base period of 1982-84 = 100. Any changes to the hourly rates shall be set forth on an amended Exhibit "B" executed by the Contract Administrator and the CONSULTANT.

6. Article 5, Compensation and Method of Payment, Section 5.3, Reimbursables, is hereby amended to read as follows (original underlining omitted):

5.3 REIMBURSABLES

5.3.1 In accordance with and pursuant to the Broward County Procurement Code, direct nonsalary expenses, entitled Reimbursables, directly attributable to the Project ~~will, and as not otherwise specified in Exhibits "A" and "A-1,"~~ may be charged at actual cost with prior written approval by the Contract Administrator, and shall be limited to the following:

- a) ~~Identifiable~~ ~~Transportation expenses in connection with the Project,~~ subject to the limitations of Section 112.061, Florida Statutes. ~~Transportation expenses,~~ to locations outside the Miami-Dade/Broward/Palm Beach County area or from

locations outside the Miami-Dade/Broward/Palm Beach County area will not be reimbursed unless specifically pre-authorized in writing by the Contract Administrator.

- b) ~~Identifiable p~~Per diem, meals and lodgings, taxi fares and miscellaneous travel-connected expenses for CONSULTANT's personnel subject to the limitations of Section 112.061 Florida Statutes. Meals for class C travel inside Broward County will not be reimbursed. Meals and lodging expenses will not be reimbursed for temporarily relocating CONSULTANT's employees from one of CONSULTANT's offices to another office if the employee is relocated for more than ten (10) consecutive working days. Lodging will be reimbursed only for room rates equivalent to Holiday Inn, Howard Johnson, or Ramada Inn.
- e) ~~Identifiable communication expenses approved by Contract Administrator, long distance telephone, courier and express mail between CONSULTANT's various permanent offices. CONSULTANT's field office at the Project site is not considered a permanent office.~~
- d)c) Cost of printing, reproduction, or photography which is required by or of CONSULTANT to deliver services set forth in this Agreement.
- e)d) ~~Identifiable t~~Testing costs approved by Contract Administrator.
- f)e) All permit fees paid to regulatory agencies for approvals directly attributable to the Project. These permit fees do not include, excluding those permits required for the construction cContractor.
- f) Other miscellaneous expenses.

Reimbursable subconsultant expenses are limited to the items described above when the subconsultant agreement provides for reimbursable expenses.

- 5.3.2 ~~It is acknowledged and agreed to by CONSULTANT that the dollar limitation set forth in Section 5.1 is a limitation upon, and describes the maximum extent of, COUNTY's obligation to reimburse CONSULTANT for direct, nonsalary expenses, but does not constitute a limitation, of any sort, upon CONSULTANT's obligation to incur such expenses in the performance of services hereunder.~~

~~If COUNTY or Contract Administrator requests CONSULTANT to incur expenses not contemplated in the amount for Reimbursables, CONSULTANT shall notify Contract Administrator in writing before incurring such expenses. Any such expenses shall be reviewed and approved by COUNTY prior to incurring such expenses.~~

7. Article 10, Miscellaneous, Section 10.3, Public Records, Audit Rights, and Retention of Records, of the Agreement is hereby deleted and replaced with the following:

10.3 AUDIT RIGHTS AND RETENTION OF RECORDS

CONSULTANT shall preserve all Contract Records (as defined below) for a minimum period of three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. Contract Records shall, upon reasonable notice, be open to COUNTY inspection and subject to audit and reproduction during normal business hours. COUNTY audits and inspections pursuant to this Section may be performed by any COUNTY representative (including any outside representative engaged by COUNTY). COUNTY may conduct audits or inspections at any time during the term of this Agreement and for a period of three years after the expiration or termination of the Agreement (or longer if required by law). COUNTY may, without limitation, verify information, payroll distribution, and amounts through interviews, written affirmations, and on-site inspection with CONSULTANT's employees, subconsultants, vendors, or other labor.

Contract Records include any and all information, materials and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, drawings, receipts, vouchers and memoranda, and any and all other documents that pertain to rights, duties, obligations or performance under this Agreement. Contract Records include hard copy and electronic records, written policies and procedures, time sheets, payroll records and registers, cancelled payroll checks, estimating work sheets, correspondence, invoices and related payment documentation, general ledgers, insurance rebates and dividends, and any other records pertaining to rights, duties, obligations or performance under this Agreement, whether by CONSULTANT or subconsultants.

COUNTY shall have the right to audit, review, examine, inspect, analyze, and make copies of all Contract Records at a location within Broward County. COUNTY reserves the right to conduct such audit or review at CONSULTANT's place of business, if deemed appropriate by COUNTY, with seventy-two (72) hours' advance notice. CONSULTANT agrees to

provide adequate and appropriate work space. CONSULTANT shall provide COUNTY with reasonable access to the CONSULTANT's facilities, and COUNTY shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Agreement.

CONSULTANT shall, by written contract, require its subconsultants to agree to the requirements and obligations of this Section.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for COUNTY's disallowance and recovery of any payment reliant upon such entry. If an audit or inspection in accordance with this Section discloses overpricing or overcharges to COUNTY of any nature by the CONSULTANT or its subconsultants in excess of five percent (5%) of the total contract billings reviewed by COUNTY, the reasonable actual cost of the COUNTY's audit shall be reimbursed to the COUNTY by the CONSULTANT in addition to making adjustments for the overcharges. Any adjustments or payments due as a result of such audit or inspection shall be made within thirty (30) days from presentation of COUNTY's findings to CONSULTANT.

8. Article 10, Miscellaneous, Sections 10.17 and 10.26 of the Agreement are hereby amended to read as follows (original underlining omitted):

10.17 INDEPENDENT CONTRACTOR

CONSULTANT is an independent contractor under this Agreement. Services provided by CONSULTANT shall be subject to the supervision of CONSULTANT. In providing the services, CONSULTANT or its agents shall not be acting and shall not be deemed as acting as officers, employees, or agents of COUNTY, except as authorized by the Contract Administrator for permitting, licensing, or other regulatory requirements.

10.26 LAW, JURISDICTION, VENUE, WAIVER OF JURY TRIAL

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All pParties agree acknowledge and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, CONSULTANT AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY**

MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.

9. A new section, titled "Public Records" and numbered 10.33, is hereby created and made part of the amended Agreement to read as follows:

10.33 PUBLIC RECORDS

COUNTY is a public agency subject to Chapter 119, Florida Statutes. To the extent CONSULTANT is a contractor acting on behalf of the COUNTY pursuant to Section 119.0701, Florida Statutes, CONSULTANT and its subconsultants and subcontractors shall:

- 10.33.1 Keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the service;
- 10.33.2 Provide the public with access to such public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- 10.33.3 Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- 10.33.4 Meet all requirements for retaining public records and transfer to COUNTY, at no cost, all public records in its possession upon termination of the applicable contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to COUNTY in a format that is compatible with the information technology systems of COUNTY.

The failure of CONSULTANT to comply with the provisions set forth in this Section shall constitute a default and breach of this Agreement, and COUNTY shall enforce the default in accordance with the provisions set forth in Section 10.2.

10. Exhibit "A," Scope of Services, of the Agreement is hereby supplemented by Exhibit "A-1," attached hereto and incorporated herein.

11. Exhibit "B," Salary Costs, of the Agreement is hereby deleted and replaced with a new Exhibit "B," attached hereto and incorporated herein.

12. Preparation of this First Amendment has been a joint effort of COUNTY and CONSULTANT, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

13. Except to the extent modified herein, the Agreement shall remain in full force and effect. In the event of a conflict between the terms and conditions of this First Amendment and the terms and conditions set forth in the Agreement and prior Amendments, the Parties hereby agree that this document shall control.

14. This First Amendment to the Agreement shall be effective upon execution by the Parties, and may be fully executed in multiple copies by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

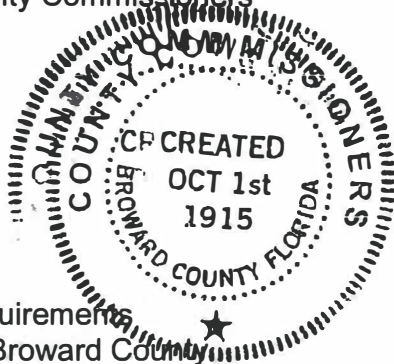
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IN WITNESS WHEREOF, the Parties hereto have made and executed this First Amendment to the Agreement: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the 10th day of November, 2015, and HAZEN AND SAWYER, P.C., signing by and through its Vice President, duly authorized to execute same.

COUNTY

ATTEST:


Broward County Administrator, as
Ex-Officio Clerk of the Broward County
Board of County Commissioners



Insurance requirements
approved by Broward County
Risk Management Division

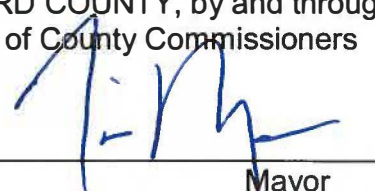
 8/13/15
By _____ (Date)
Signature _____

Jacqueline A. Binns

Print Name and Title above

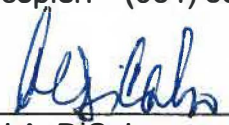
Contracts Manager

BROWARD COUNTY, by and through
its Board of County Commissioners

By 
Mayor

10th day of November, 2015

Approved as to form by
Joni Armstrong Coffey
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By  8/27/15
Al A. DiCalvo (Date)
Assistant County Attorney

 9/3/15
Michael A. Kerr
Deputy County Attorney

AAD

6/26/15; 8/7/15

Hazen&Sawyer-NRWWTPFacilityImprov(RLI-R1007402R1)-Amend 1_v3Final-080715.am1
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FIRST AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND
HAZEN AND SAWYER, P.C. FOR CONSULTANT SERVICES FOR NORTH
REGIONAL WASTEWATER TREATMENT PLANT – FACILITY IMPROVEMENTS, RLI
R1007402R1

CONSULTANT

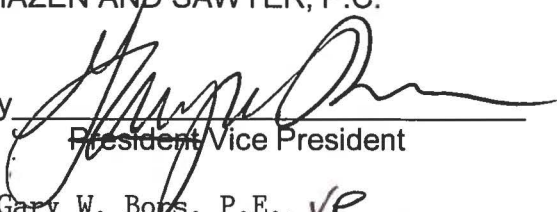
ATTEST:


Secretary

Patrick A. Davis, P.E.
(Please Type Name of Secretary)



HAZEN AND SAWYER, P.C.

By 
President Vice President
Gary W. Bots, P.E., VP
(Please Type Name of President/Vice
President)

10th day of August, 2015.

EXHIBIT "A-1"
SCOPE OF SERVICES
RLI R1007402R1
Engineering Services for Facility Improvements

July 28, 2015

SCOPE OF WORK

PREAMBLE

The COUNTY has initiated facility improvements to the NRWTP under the existing agreement RLI R107402R1, Engineering Services for Facility Improvements Phases 1 through VII. This Amendment No. 1 scope of work provides for additional Phase I Security/Risk Assessment, Phase III Design, Phase IV Engineering Services during Construction, Phase V Regulatory Support, and Phase VI Optional Additional Services.

PHASE I – SECURITY/RISK ASSESSMENT

Under Task 1.5.2 of the original Agreement, CONSULTANT evaluated the existing Continuity of Operations Plan (COOP) and the Emergency Response Plan (ERP) documents for the five divisions of Water and Wastewater Services. CONSULTANT developed a TM defining the gaps between the existing documents and the industry standards. As a result of the identified gaps and the COUNTY's desire to comply with the Federal Emergency Management Agency (FEMA) requirements for resiliency, the COUNTY has requested CONSULTANT to revise the existing COOP and ERP and related appendices under this Amendment.

TASK 2 – REVISE AND UPDATE THE COOP

Task 2.1 - Kick-off Meeting

CONSULTANT shall develop a project instructions document and initiate a kickoff meeting by phone with COUNTY to detail the project schedule, review the work plan, identify COUNTY staff to participate in the project, discuss the BCWWS background/history from previous COOP processes/revisions, and identify existing information to be reviewed by CONSULTANT.

CONSULTANT shall prepare meeting minutes and transmit to COUNTY electronically.

Task 2.2 - Workshop

CONSULTANT shall conduct a Workshop (#1) with COUNTY Directors of each of the BCWWS Divisions. Preparation shall include a pre-workshop phone meeting between CONSULTANT and COUNTY project manager. CONSULTANT shall prepare an agenda to include project purpose and goals, COUNTY expectations and metrics for a successful project, project logistics

and information confidentiality, document review process, roles of project participants, industry standards for COOP and discussion of specific information for the COOP document. The COOP information shall include a review and listing of alternate locations for staff operations with consideration of practical relocation issues, development of specific mission essential functions, identification of key personnel, and recovery time objectives for days/weeks/months after a disaster.

Task 2.3 – Information Collection Meetings

CONSULTANT shall hold up to fifteen meetings with selected COUNTY staff from each Division to collect the additional information needed to revise the COOP document.

COUNTY will prepare a list of alternate locations and potential staff who will report to each. CONSULTANT will assist a COUNTY staff member overseeing the alternate facilities to determine equipment and staffing needs for maintaining essential functions and critical services at the designated alternate locations during an emergency event.

Task 2.4 – Revise Communication Plan

CONSULTANT shall facilitate a 3-hour Workshop (#2) with BCWWS Division Directors and selected communication staff to develop the specifics for a communication plan that provides procedures and templates to communicate internally, externally to community partners, and to BCWWS customers. Communication aspects to be discussed include internal communications with staff, external communications with other agencies and the media, and timing for communication actions and messages.

COUNTY will provide the CONSULTANT with names and contact information for inclusion in the communication plan. CONSULTANT shall provide the COUNTY with a draft communication plan as part of the revised COOP document.

Task 2.5 – Draft COOP Revision

Based on information gained from Tasks 2.1 to 2.4 and on industry guidance, the CONSULTANT shall revise the existing COOP document. Several changes to the document identified in the gap analysis memorandum from the original agreement Task 1.5.2 shall be incorporated in the revision.

Task 2.6 – COOP Document Review

CONSULTANT shall conduct a full-day Workshop (#3) to review the revised COOP with Division Directors. The workshop shall consist of active exercises and discussions to check the information throughout the document. COUNTY will provide comments on the draft COOP within 14 days after the workshop.

Task 2.7– COOP Final Draft

Based on information received and discussed in the COOP document review in Task 2.6 and comments received from the COUNTY, the CONSULTANT shall revise and submit the final draft COOP document electronically to the COUNTY.

Task 2.8 – COOP Training

CONSULTANT shall develop a training program outline and schedule for COUNTY staff. CONSULTANT shall conduct one classroom training event to assist staff in becoming familiar with the COOP and with their role during an emergency. CONSULTANT shall provide one additional training event for personnel who are not able to attend the first event.

TASK 3 – Develop ERP

CONSULTANT shall develop the overall ERP that covers the five divisions to be included as a COOP Appendix. CONSULTANT shall coordinate the current versions of each existing response-related plans from each Division to consistently address emergency actions across all staff. The information from the existing plans will be incorporated into the overall ERP or the COOP, where appropriate.

Task 3.1 – Kick-off Meeting

CONSULTANT shall hold a kick-off meeting in conjunction with the kick-off meeting detailed in Task 2.1. The agenda will include discussion of the project schedule, work plan, identification of COUNTY staff to participate in the project, the COUNTY background/history of ERPs, and identification of other information to be reviewed by CONSULTANT.

Task 3.2 – Workshops and Information Collection

CONSULTANT shall conduct a half-day Workshop (#4) with COUNTY-designated leaders of the ERP for each Division. Preparation shall include pre-workshop phone meetings between CONSULTANT and each Division ERP leader. CONSULTANT shall prepare an agenda to include project purpose and goals, COUNTY expectations and metrics for a successful project, project logistics and information confidentiality, document review process, roles of project participants, industry standards for ERP and discussion of specific information for the ERP document. The agenda will also cover discussion of the ERP format, incident command team details, and coordination needs during an emergency. The outcome of the workshop will be an agreed-upon format for the overall ERP and assignments for COUNTY staff of information to assemble for the ERP document.

CONSULTANT shall hold individual meetings with selected COUNTY staff from each Division to collect the additional information needed to revise the ERP.

The incident action checklists for up to 20 emergencies shall be discussed during a full-day Workshop (#5) with COUNTY staff (from each Division) who are familiar with appropriate steps for staff to take during emergencies. CONSULTANT shall provide generic draft checklists for revision during the workshop.

CONSULTANT shall conduct Workshop (#6) to address incident coordination needs, interdependencies with other infrastructures and vendors, and incident management team roles.

Task 3.3 – Draft ERP Development

Based on information gained from Tasks 3.1 to 3.2 and on industry guidance, the CONSULTANT will develop the draft overall ERP. CONSULTANT shall incorporate the relevant existing information from Division documents reviewed in the gap analysis memorandum from the Task 1.5.2 of the original Agreement. The ERP will include information concept of operations, equipment and facilities, incident action checklists, and other topics as per industry guidance.

Task 3.4 – ERP Document Review

CONSULTANT shall conduct a full-day Workshop (#7) to review the ERP with Division Directors and COUNTY-designated leaders of the ERP for each Division. The workshop shall consist of active exercises and discussions to check the information throughout the document. COUNTY shall provide comments on the draft ERP within 14 days after the workshop.

Task3.5– ERP Final Draft

Based on information received and discussed in the ERP document reviewed in Task 3.4 and comments received from the COUNTY, the CONSULTANT shall revise and submit in electronic format to the COUNTY a Final Draft ERP Document.

Task 3.6 – ERP Training

CONSULTANT shall develop a brief training program outline and schedule for BCWWS staff. CONSULTANT will conduct one classroom training event to assist staff in becoming familiar with the ERP and how to use the information during an emergency.

PHASE I – DELIVERABLES

- Updated COOP
- Communication plan for BCWWS internal and external communications
- ERP for BCWWS, including appendices

PHASE III – DESIGN

Phase III of Amendment No. 1 provides for the design (Tasks 2 – 7) for each Phase III (3,4,5 and 6) of the NRWTP Facility Improvements project based on the detailed analysis completed under "Task 1 – Prepare Technical Memorandum" under the Phase III (3,4,5, and 6) of the original agreement.

PHASE III (3) – SOLIDS

TASK 2A – PROJECT INITIATION

CONSULTANT shall attend a project kick-off meeting within two weeks after receiving the Notice to Proceed. The purpose of this task is to identify project protocols, establish coordination between CONSULTANT and COUNTY staff, review project scope, and collect available documents from COUNTY on the existing facilities and the functional requirements for the proposed facilities. CONSULTANT shall deliver a meeting summary electronically following the meeting.

TASK 2B – DETAILED DESIGN

CONSULTANT shall base the design on the requirements identified in the Phase III(3) TM 5.1 entitled "Solids Facilities Immediate Improvements" dated March 31, 2015 with the addendum issued on April 27, 2015.

CONSULTANT shall attend one site visit and hold a concurrent kickoff meeting with the project team to meet with COUNTY staff and introduce key staff involved in the detailed design effort. CONSULTANT shall prepare meeting minutes for the design kickoff meeting.

At each design milestone, CONSULTANT shall provide COUNTY with one unbound copy and one electronic copy (PDF format) of construction contract documents for that milestone. CONSULTANT shall meet with COUNTY to receive and discuss COUNTY's review comments. CONSULTANT shall incorporate into the construction contract documents the review comments of COUNTY as required. Meeting notes shall be prepared by CONSULTANT and distributed electronically to attendees.

Consultant shall prepare and deliver drawings at the 50% and 90% milestones during detailed design.

The 50% design milestone submittal shall consist of preliminary drawings (11-inch by 17-inch) for general, civil, mechanical, structural, architectural, instrumentation, and electrical disciplines. Draft technical specifications (Divisions 2 – 17) shall also be included in the submittal. Fourteen calendar days of review time for COUNTY have been provided for in CONSULTANT's time of performance.

The 90% design milestone submittal shall consist of the entire contract document set including COUNTY front end documents, technical specifications (Divisions 1 – 17) and construction drawings (11-inch by 17-inch) for all work proposed. Twenty calendar days of review time for the COUNTY have been provided for in CONSULTANT's time of performance.

TASK 3 – PROBABLE CONSTRUCTION COST ESTIMATE

CONSULTANT shall develop an opinion of probable cost of construction based on the 50% and 90% design milestone stages of the project.

At the 50% design milestone, CONSULTANT shall provide a budget level opinion of probable construction cost as defined by the Association for Advancement of Cost Engineering International (AACE International). An estimate of this type is normally expected to be accurate within +30% and -15%.

At the 90% design milestone, CONSULTANT shall update the 90% opinion of probable construction cost.

TASK 4 – FINAL CHECK DOCUMENTS (Pre-Purchasing and Purchasing Review Submittals)

CONSULTANT shall provide COUNTY with construction contract documents that incorporate final comments received from COUNTY during the 90% design review meeting and information required from the COUNTY to finalize the front end documents. CONSULTANT shall submit specifications and drawings (as .pdfs) electronically for COUNTY final check review.

Following receipt of comments from COUNTY, CONSULTANT shall revise documents and resubmit to COUNTY electronically for purchasing review.

CONSULTANT shall revise documents per purchasing review comments and submit revise specifications and drawings for bidding.

TASK 5 – PREBID PERMITTING

At the 90% stage of design, CONSULTANT shall submit the 90% design documents to the permitting agencies listed below for review or permit issuance as noted.

State of Florida Department of Environmental Protection Department (FDEP) – Notification/Application for Constructing a Domestic Wastewater Collection / Transmission System

CONSULTANT shall prepare and submit FDEP form 62-604.300(8)(a) and the required supporting documentation.

Broward County Environmental Protection and Growth Management Division (BC EPGMD) - Application to Construct a Wastewater Collection/Transmission System

CONSULTANT shall prepare and submit form 212-0004 and the required supporting documentation.

City of Pompano Beach Building Department

CONSULTANT shall submit the contract documents for a preliminary review to the City of Pompano Beach Building Department if allowed by the Building Department. All technical comments received in a timely manner will be addressed by inclusion into the Bid Documents or by inclusion through an addendum to the Bid Documents. CONSULTANT shall participate in one meeting with the Building Department to resolve outstanding issues.

Failure to identify governmental authorities that have jurisdiction over project at the time of permitting scope preparation does not relieve CONSULTANT from responsibility to pursue the permit as described above. However, an equitable adjustment to the CONSULTANT's compensation may be negotiated if deemed appropriate.

TASK 6 – SOLE SOURCE ASSISTANCE

NOT INCLUDED

TASK 7 – BIDDING AND AWARD SERVICES

Subtask 7.1 – Preparation of Final Bid Documents – BCWWS Review Set

CONSULTANT shall make final revisions to the documents based on review comments received by permitting agencies and the COUNTY. CONSULTANT shall assist COUNTY in preparation of the front end documents, including summarizing the scope of work, preparation of cost summary, review of special requirements. CONSULTANT shall provide an electronic copy of the completed technical documents to the COUNTY.

Subtask 7.2 – Preparation of Final Bid Documents – Purchasing Review Set

CONSULTANT shall make final revisions to the documents based on review comments received by permitting agencies and the COUNTY Purchasing Department. CONSULTANT shall provide an electronic copy of the bid documents to the COUNTY.

Subtask 7.3– Prebid Conference and Job Walk Through

CONSULTANT shall attend one pre-bid conference and job walk through prior to the advertised bid date.

Subtask 7.4 – Issue Bid Documents and Addenda

CONSULTANT shall provide technical specifications, drawings, and bid form electronically to COUNTY for electronic distribution to contractors. COUNTY shall provide questions from bidders to CONSULTANT electronically. CONSULTANT shall provide timely responses to the inquiries of potential bidders through written addenda or responses to Commonly Asked Questions. These queries shall be transmitted electronically to the COUNTY by CONSULTANT. CONSULTANT shall provide information electronically to COUNTY for incorporation into addenda by COUNTY. CONSULTANT's compensation has been based on addressing comments and questions for two addenda and updating Commonly Asked Questions as required.

Subtask 7.5 – Bid Evaluation

COUNTY shall forward the lowest responsive bid to CONSULTANT. CONSULTANT shall evaluate bids for technical compliance and shall make a recommendation to the COUNTY in regard to the award of the contract. Non-technical bid requirements shall be evaluated by COUNTY. This Scope of Services does not include time for CONSULTANT to assist COUNTY in the event of a bid protest.

Subtask 7.6 – Preparation of Contract Documents for Execution

CONSULTANT shall conform contract documents to incorporate addenda and provide eight sets of conformed documents for execution by COUNTY and Construction Contractor within seven calendar days of request by COUNTY.

Subtask 7.7 – Assistance to Contractor for Procuring Agency Permit and Approval

Building Department: CONSULTANT shall provide assistance to the Contractor for procuring the Building Department permit from the City of Pompano Beach. CONSULTANT shall participate in up to two meetings with the Building Department to resolve outstanding issues. CONSULTANT shall address up to two sets of comments from the Building Department and prepare drawing modifications in response to these comments as required.

Florida Power and Light: CONSULTANT shall provide assistance for coordinating the activities of Florida Power and Light required to arrange for power supply for bypass pumping to be supplied by the contractor. Services shall be limited to providing required electrical design drawings for FPL and attending one meeting on site to meet with COUNTY, FPL and other parties involved in the construction.

PHASE III(3) – DELIVERABLES

- 50% Design
- 90% Design
- Bidding Documents
- As-Bid Documents

PHASE III (4) – ANCILLARY INFRASTRUCTURE

TASK 2A – PROJECT INITIATION/LIGHTING AND PAGING TM

CONSULTANT shall attend a project kick-off meeting within two weeks after receiving the Notice to Proceed. The purpose of this task is to identify project protocols, establish coordination between CONSULTANT and COUNTY staff, review project scope, and collect available documents from COUNTY on the existing facilities and the functional requirements for the proposed facilities. CONSULTANT shall deliver a meeting summary electronically following the meeting.

CONSULTANT shall prepare a summary TM of the lighting and paging plan for the facility based on discussions with COUNTY. CONSULTANT shall meet with COUNTY to review the TM and finalize the recommended lighting improvements

TASK 2B – DETAILED DESIGN

CONSULTANT shall base the design on the requirements identified in the Phase III(4) TM 5.2 entitled "Phase III(4) Ancillary – Immediate Improvements" dated April 22, 2015.

At each design milestone, CONSULTANT shall provide COUNTY with one unbound copy and one electronic copy (PDF format) of construction contract documents for that milestone. CONSULTANT shall meet with COUNTY to receive and discuss COUNTY's review comments. CONSULTANT shall incorporate into the construction contract documents the review comments of COUNTY as required. Meeting notes shall be prepared by CONSULTANT and distributed electronically to attendees.

Consultant shall prepare and deliver drawings at the 50%, and 90% milestones during detailed design.

The 50% design milestone submittal shall consist of preliminary drawings (11-inch by 17-inch) for general, civil, mechanical, structural, architectural, instrumentation, and electrical disciplines. Draft technical specifications (Divisions 2 – 17) shall also be included in the submittal. Fourteen calendar days of review time for COUNTY have been provided for in CONSULTANT's time of performance.

The 90% design milestone submittal shall consist of the entire contract document set including COUNTY front end documents, technical specifications (Divisions 1 – 17) and construction drawings (11-inch by 17-inch) for all work proposed. Fourteen calendar days of review time for the COUNTY have been provided for in CONSULTANT's time of performance.

TASK 3 – PROBABLE CONSTRUCTION COST ESTIMATE

CONSULTANT shall develop an opinion of probable cost of construction based on the 50% and 90% design milestone stages of the project.

At the 50% design milestone, CONSULTANT shall provide a budget level opinion of probable construction cost as defined by the Association for Advancement of Cost Engineering International (AACE International). An estimate of this type is normally expected to be accurate within +30% and -15%.

At the 90% design milestone, CONSULTANT shall update the 90% opinion of probable construction cost.

TASK 4 – FINAL CHECK DOCUMENTS (Pre-Purchasing and Purchasing Review Submittals)

CONSULTANT shall provide COUNTY with construction contract documents that incorporate final comments received from COUNTY during the 90% design review meeting and information required from the COUNTY to finalize the front end documents. CONSULTANT shall submit specifications and drawings (as .pdfs) electronically for COUNTY final check review.

Following receipt of comments from COUNTY, CONSULTANT shall revise documents and resubmit to COUNTY electronically for purchasing review.

CONSULTANT shall revise documents per purchasing review comments and submit revised specifications and drawings for bidding.

TASK 5 – PREBID PERMITTING

At the 90% stage of design, CONSULTANT shall submit the 90% design documents to the permitting agencies listed below for review or permit issuance as noted.

State of Florida Department of Environmental Protection Department (FDEP) – Notification/Application for Constructing a Domestic Wastewater Collection / Transmission System

CONSULTANT shall prepare and submit FDEP form 62-604.300(8)(a) and the required supporting documentation.

Broward County Environmental Protection and Growth Management Division (BC EPGMD) - Application to Construct a Wastewater Collection/Transmission System

CONSULTANT shall prepare and submit form 212-0004 and the required supporting documentation.

City of Pompano Beach Building Department

CONSULTANT shall submit the contract documents for a preliminary review to the City of Pompano Beach Building Department if allowed by the Building Department. All technical comments received in a timely manner will be addressed by inclusion into the Bid Documents or by inclusion through an addendum to the Bid Documents. CONSULTANT shall participate in one meeting with the Building Department to resolve outstanding issues.

Failure to identify governmental authorities that have jurisdiction over project at the time of permitting scope preparation does not relieve CONSULTANT from responsibility to pursue the permit as described above. However, an equitable adjustment to the CONSULTANT's compensation may be negotiated if deemed appropriate.

TASK 6 – SOLE SOURCE ASSISTANCE

NOT INCLUDED

TASK 7 – BIDDING AND AWARD SERVICES

Subtask 7.1 – Preparation of Final Bid Documents – BCWWS Review Set

CONSULTANT shall make final revisions to the documents based on review comments received by permitting agencies and the COUNTY. CONSULTANT shall assist COUNTY in preparation of the front end documents, including summarizing the scope of work, preparation of cost summary, review of special requirements. CONSULTANT shall provide an electronic copy of the completed technical documents to the COUNTY.

Subtask 7.2 – Preparation of Final Bid Documents – Purchasing Review Set

CONSULTANT shall make final revisions to the documents based on review comments received by permitting agencies and the COUNTY Purchasing Department. CONSULTANT shall provide an electronic copy of the bid documents to the COUNTY.

Subtask 7.3– Prebid Conference and Job Walk Through

CONSULTANT shall attend one pre-bid conference and job walk through prior to the advertised bid date.

Subtask 7.4 – Issue Bid Documents and Addenda

CONSULTANT shall provide technical specifications, drawings, and bid form electronically to COUNTY for electronic distribution to contractors. COUNTY shall provide questions from bidders to CONSULTANT electronically. CONSULTANT shall provide timely responses to the inquiries of potential bidders through written addenda or responses to Commonly Asked Questions. These queries shall be transmitted electronically to the COUNTY by CONSULTANT. CONSULTANT shall provide information electronically to COUNTY for incorporation into addenda by COUNTY. CONSULTANT's compensation has been based on addressing comments and questions for two addenda and updating Commonly Asked Questions as required.

Subtask 7.5 – Bid Evaluation

COUNTY shall forward the lowest responsive bid to CONSULTANT. CONSULTANT shall evaluate bids for technical compliance and shall make a recommendation to the COUNTY in regard to the award of the contract. Non-technical bid requirements shall be evaluated by COUNTY. This Scope of Services does not include time for CONSULTANT to assist COUNTY in the event of a bid protest.

Subtask 7.6 – Preparation of Contract Documents for Execution

CONSULTANT shall conform contract documents to incorporate addenda and provide eight sets of conformed documents for execution by COUNTY and Construction Contractor within seven calendar days of request by COUNTY.

Subtask 7.7 – Assistance to Contractor for Procuring Agency Permit and Approval

Building Department: CONSULTANT shall provide assistance to the Contractor for procuring the Building Department permit from the City of Pompano Beach. CONSULTANT shall participate in up to two meetings with the Building Department to resolve outstanding issues. CONSULTANT shall address up to two sets of comments from the Building Department and prepare drawing modifications in response to these comments as required.

Florida Power and Light: CONSULTANT shall provide assistance for coordinating the activities of Florida Power and Light required to arrange for power supply for bypass pumping to be supplied by the contractor. Services shall be limited to providing required electrical design drawings for FPL and attending one meeting on site to meet with COUNTY, FPL and other parties involved in the construction.

PHASE III(4) – DELIVERABLES

- 50% Design
- 90% Design
- Bid Documents
- As-Bid Documents

PHASE III (5) – BIOLOGICAL

TASK 2A – PROJECT INITIATION/STRUCTURAL EVALUATION

CONSULTANT shall attend a project kick-off meeting within two weeks after receiving the Notice to Proceed. The purpose of this task is to identify project protocols, establish coordination between CONSULTANT and COUNTY staff, review project scope, and collect available documents from COUNTY on the existing facilities and the functional requirements for the proposed facilities. CONSULTANT shall distribute a meeting summary electronically following meeting.

Subtask 2A1 – Document Review

CONSULTANT shall review available documents including drawings, specifications, shop drawings, product data submittals, documented design changes or deviations, previous investigation reports and records pertaining to previous maintenance, repairs, or modifications made to the headworks during its service life.

Subtask 2A2 – Field Investigation

CONSULTANT shall visually examine affected structural concrete elements, map crack locations, and width measurements in accessible areas, and document observed conditions of structural deterioration or distress on field sheets. Representative areas shall be sounded by hammer tapping to identify delaminated or unsound concrete, and copper-copper sulfate half-cell potential readings shall be made in select locations to provide an indication of probable corrosion activity.

Subtask 2A3 – Structural Assessment and Evaluation of Remedial Options

CONSULTANT shall prepare an assessment of the current condition of the structure based on the results of the previous subtasks. CONSULTANT shall identify probable causes of cracking and other distress. CONSULTANT shall prepare a summary of methods for repair and the estimated cost for the repair, protective measures, and structural strengthening or alterations as necessary. CONSULTANT shall sort recommendations by priority and provide recommended sequence of implementation.

Subtask 2A4 – Technical Memorandum

CONSULTANT shall prepare and submit a TM summarizing the work performed, including photos, structural sketches, conceptual costs, and recommended sequence of implementation.

CONSULTANT shall meet with COUNTY to review the draft TM. CONSULTANT shall summarize the repairs that are recommended and budgeted for the design phase under Task 2B. Following COUNTY review and incorporation of comments, CONSULTANT shall finalize TM and submit to COUNTY.

TASK 2B – DETAILED DESIGN

CONSULTANT shall base the design on the requirements identified in the Phase III (5) TM 5.3 entitled “Phase III (5) Biological – Immediate Improvements” dated April 21, 2015. It is assumed that the structural modifications determined to be necessary under Task 2A will be constructed separately and are not included in the detailed design effort.

At each design milestone, CONSULTANT shall provide COUNTY with one unbound copy and one electronic copy (PDF format) of construction contract documents for that milestone. CONSULTANT shall meet with COUNTY to receive and discuss COUNTY's review comments. CONSULTANT shall incorporate into the construction contract documents the review comments of COUNTY as required. Meeting notes shall be prepared by CONSULTANT and distributed electronically to attendees.

Consultant shall prepare and deliver drawings at the 50%, and 90% milestones during detailed design. The 30% design milestone submittal shall consist of preliminary drawings (11-inch by 17-inch) for general, civil, mechanical, structural, architectural, instrumentation, and electrical disciplines. Draft technical specifications (for major equipment only) shall also be included in the submittal. Fourteen calendar days of review time for COUNTY have been provided for in CONSULTANT's time of performance.

The 50% design milestone submittal shall consist of preliminary drawings (11-inch by 17-inch) for general, civil, mechanical, structural, architectural, instrumentation, and electrical disciplines. Draft technical specifications (Divisions 2 – 17) shall also be included in the submittal. Twenty calendar days of review time for COUNTY have been provided for in CONSULTANT's time of performance.

The 90% design milestone submittal shall consist of the entire contract document set including COUNTY front end documents, technical specifications (Divisions 1 – 17) and construction drawings (11-inch by 17-inch) for all work proposed. Twenty calendar days of review time for the COUNTY have been provided for in CONSULTANT's time of performance.

TASK 3 – PROBABLE CONSTRUCTION COST ESTIMATE

CONSULTANT shall develop an opinion of probable cost of construction based on the 60% and 90% design milestone stages of the project.

At the 50% design milestone, CONSULTANT shall provide a budget level opinion of probable construction cost as defined by the Association for Advancement of Cost Engineering International (AACE International). An estimate of this type is normally expected to be accurate within +30% and -15%.

At the 90% design milestone, CONSULTANT shall update the 90% opinion of probable construction cost.

TASK 4 – FINAL CHECK DOCUMENTS (Pre-Purchasing and Purchasing Review Submittals)

CONSULTANT shall provide COUNTY with construction contract documents that incorporate final comments received from COUNTY during the 90% design review meeting and information required from the COUNTY to finalize the front end documents. CONSULTANT shall submit specifications and drawings (as .pdfs) electronically for COUNTY final check review.

Following receipt of comments from COUNTY, CONSULTANT shall revise documents and resubmit to COUNTY electronically for purchasing review.

CONSULTANT shall revise documents per purchasing review comments and submit revise specifications and drawings for bidding.

TASK 5 – PREBID PERMITTING

At the 90% stage of design, CONSULTANT shall submit the 90% design documents to the permitting agencies listed below for review or permit issuance as noted.

State of Florida Department of Environmental Protection Department (FDEP) – Notification/Application for Constructing a Domestic Wastewater Collection / Transmission System

CONSULTANT shall prepare and submit FDEP form 62-604.300(8)(a) and the required supporting documentation.

Broward County Environmental Protection and Growth Management Division (BC EPGMD) - Application to Construct a Wastewater Collection/Transmission System

CONSULTANT shall prepare and submit form 212-0004 and the required supporting documentation.

City of Pompano Beach Building Department

CONSULTANT shall submit the contract documents for a preliminary review to the City of Pompano Beach Building Department if allowed by the Building Department. All technical comments received in a timely manner will be addressed by inclusion into the Bid Documents or by inclusion through an addendum to the Bid Documents. CONSULTANT shall participate in one meeting with the Building Department to resolve outstanding issues.

Failure to identify governmental authorities that have jurisdiction over project at the time of permitting scope preparation does not relieve CONSULTANT from responsibility to pursue the permit as described above. However, an equitable adjustment to the CONSULTANT's compensation may be negotiated if deemed appropriate.

TASK 6 – SOLE SOURCE ASSISTANCE

NOT INCLUDED

TASK 7 – BIDDING AND AWARD SERVICES

Subtask 7.1 – Preparation of Final Bid Documents – BCWWS Review Set

CONSULTANT shall make final revisions to the documents based on review comments received by permitting agencies and the COUNTY. CONSULTANT shall assist COUNTY in preparation of the front end documents, including summarizing the scope of work, preparation of cost summary, review of special requirements. CONSULTANT shall provide an electronic copy of the completed technical documents to the COUNTY.

Subtask 7.2 – Preparation of Final Bid Documents – Purchasing Review Set

CONSULTANT shall make final revisions to the documents based on review comments received by permitting agencies and the COUNTY Purchasing Department. CONSULTANT shall provide an electronic copy of the bid documents to the COUNTY.

Subtask 7.3– Prebid Conference and Job Walk Through

CONSULTANT shall attend one pre-bid conference and job walk through prior to the advertised bid date.

Subtask 7.4 – Issue Bid Documents and Addenda

CONSULTANT shall provide technical specifications, drawings, and bid form electronically to COUNTY for electronic distribution to contractors. COUNTY shall provide questions from bidders to CONSULTANT electronically. CONSULTANT shall provide timely responses to the inquiries of potential bidders through written addenda or responses to Commonly Asked Questions. These queries shall be transmitted electronically to the COUNTY by CONSULTANT. CONSULTANT shall provide information electronically to COUNTY for incorporation into addenda by COUNTY. CONSULTANT's compensation has been based on addressing comments and questions for two addenda and updating Commonly Asked Questions as required.

Subtask 7.5 – Bid Evaluation

COUNTY shall forward the lowest responsive bid to CONSULTANT. CONSULTANT shall evaluate bids for technical compliance and shall make a recommendation to the COUNTY in regard to the award of the contract. Non-technical bid requirements shall be evaluated by COUNTY. This Scope of Services does not include time for CONSULTANT to assist COUNTY in the event of a bid protest.

Subtask 7.6 – Preparation of Contract Documents for Execution

CONSULTANT shall conform contract documents to incorporate addenda and provide eight sets of conformed documents for execution by COUNTY and Construction Contractor within seven calendar days of request by COUNTY.

Subtask 7.7 – Assistance to Contractor for Procuring Agency Permit and Approval

Building Department: CONSULTANT shall provide assistance to the Contractor for procuring the Building Department permit from the City of Pompano Beach. CONSULTANT shall participate in up to two meetings with the Building Department to resolve outstanding issues. CONSULTANT shall address up to two sets of comments from the Building Department and prepare drawing modifications in response to these comments as required.

Florida Power and Light: CONSULTANT shall provide assistance for coordinating the activities of Florida Power and Light required to arrange for power supply for bypass pumping to be supplied by the contractor. Services shall be limited to providing required electrical design drawings for FPL and attending one meeting on site to meet with COUNTY, FPL and other parties involved in the construction.

PHASE III(5) – DELIVERABLES

- 50% Design
- 90% Design
- Bid Documents
- As-Bid Documents

PHASE III (6) – EFFLUENT

TASK 2A – PROJECT INITIATION

CONSULTANT shall attend a project kick-off meeting within two weeks after receiving the Notice to Proceed. The purpose of this task is to identify project protocols, establish coordination between CONSULTANT and COUNTY staff, review project scope, and collect available documents from COUNTY on the existing facilities and the functional requirements for the proposed facilities.

TASK 2B – DETAILED DESIGN

CONSULTANT shall base the design on the requirements identified in the Phase III (6) TM 5.4A entitled "Phase III(6) Effluent Immediate Improvements" dated March 6, 2015 with Addendum issued on April 27, 2015.

At each design milestone, CONSULTANT shall provide COUNTY with one unbound copy and one electronic copy (PDF format) of construction contract documents for that milestone. CONSULTANT shall meet with COUNTY to receive and discuss COUNTY's review comments. CONSULTANT shall incorporate into the construction contract documents the review comments

of COUNTY as required. Meeting notes shall be prepared by CONSULTANT and distributed electronically to attendees.

Consultant shall prepare and deliver drawings at the 50% and 90% milestones during detailed design. The 50% design milestone submittal shall consist of preliminary drawings (11-inch by 17-inch) for general, civil, mechanical, structural, architectural, instrumentation, and electrical disciplines. Draft technical specifications (Divisions 2 – 17) shall also be included in the submittal. Fourteen calendar days of review time for COUNTY have been provided for in CONSULTANT's time of performance.

The 90% design milestone submittal shall consist of the entire contract document set including COUNTY front end documents, technical specifications (Divisions 1 – 17) and construction drawings (11-inch by 17-inch) for all work proposed. Twenty calendar days of review time for the COUNTY have been provided for in CONSULTANT's time of performance.

TASK 3 – PROBABLE CONSTRUCTION COST ESTIMATE

CONSULTANT shall develop an opinion of probable cost of construction based on the 50% and 90% design milestone stages of the project.

At the 50% design milestone, CONSULTANT shall provide a budget level opinion of probable construction cost as defined by the Association for Advancement of Cost Engineering International (AACE International). An estimate of this type is normally expected to be accurate within +30% and -15%.

At the 90% design milestone, CONSULTANT shall update the 90% opinion of probable construction cost.

TASK 4 – FINAL CHECK DOCUMENTS (Pre-Purchasing and Purchasing Review Submittals)

CONSULTANT shall provide COUNTY with construction contract documents that incorporate final comments received from COUNTY during the 90% design review meeting and information required from the COUNTY to finalize the front end documents. CONSULTANT shall submit specifications and drawings (as .pdfs) electronically for COUNTY final check review.

Following receipt of comments from COUNTY, CONSULTANT shall revise documents and resubmit to COUNTY electronically for purchasing review.

CONSULTANT shall revise documents per purchasing review comments and submit revise specifications and drawings for bidding.

TASK 5 – PREBID PERMITTING

At the 90% stage of design, CONSULTANT shall submit the 90% design documents to the permitting agencies listed below for review or permit issuance as noted.

State of Florida Department of Environmental Protection Department (FDEP) – Notification/Application for Constructing a Domestic Wastewater Collection / Transmission System

CONSULTANT shall prepare and submit FDEP form 62-604.300(8)(a) and the required supporting documentation.

Broward County Environmental Protection and Growth Management Division (BC EPGMD) - Application to Construct a Wastewater Collection/Transmission System

CONSULTANT shall prepare and submit form 212-0004 and the required supporting documentation.

City of Pompano Beach Building Department

CONSULTANT shall submit the contract documents for a preliminary review to the City of Pompano Beach Building Department if allowed by the Building Department. All technical comments received in a timely manner will be addressed by inclusion into the Bid Documents or by inclusion through an addendum to the Bid Documents. CONSULTANT shall participate in one meeting with the Building Department to resolve outstanding issues.

Failure to identify governmental authorities that have jurisdiction over project at the time of permitting scope preparation does not relieve CONSULTANT from responsibility to pursue the permit as described above. However, an equitable adjustment to the CONSULTANT's compensation may be negotiated if deemed appropriate.

TASK 6 – SOLE SOURCE ASSISTANCE

NOT INCLUDED

TASK 7 – BIDDING AND AWARD SERVICES

Subtask 7.1 – Preparation of Final Bid Documents – BCWWS Review Set

CONSULTANT shall make final revisions to the documents based on review comments received by permitting agencies and the COUNTY. CONSULTANT shall assist COUNTY in preparation of the front end documents, including summarizing the scope of work, preparation of cost summary, review of special requirements. CONSULTANT shall provide an electronic copy of the completed technical documents to the COUNTY.

Subtask 7.2 – Preparation of Final Bid Documents – Purchasing Review Set

CONSULTANT shall make final revisions to the documents based on review comments received by permitting agencies and the COUNTY Purchasing Department. CONSULTANT shall provide an electronic copy of the bid documents to the COUNTY.

Subtask 7.3– Prebid Conference and Job Walk Through

CONSULTANT shall attend one pre-bid conference and job walk through prior to the advertised bid date.

Subtask 7.4 – Issue Bid Documents and Addenda

CONSULTANT shall provide technical specifications, drawings, and bid form electronically to COUNTY for electronic distribution to contractors. COUNTY shall provide questions from bidders to CONSULTANT electronically. CONSULTANT shall provide timely responses to the inquiries of potential bidders through written addenda or responses to Commonly Asked Questions. These queries shall be transmitted electronically to the COUNTY by CONSULTANT. CONSULTANT shall provide information electronically to COUNTY for incorporation into addenda by COUNTY. CONSULTANT's compensation has been based on addressing comments and questions for two addenda and updating Commonly Asked Questions as required.

Subtask 7.5 – Bid Evaluation

COUNTY shall forward the lowest responsive bid to CONSULTANT. CONSULTANT shall evaluate bids for technical compliance and shall make a recommendation to the COUNTY in regard to the award of the contract. Non-technical bid requirements shall be evaluated by COUNTY. This Scope of Services does not include time for CONSULTANT to assist COUNTY in the event of a bid protest.

Subtask 7.6 – Preparation of Contract Documents for Execution

CONSULTANT shall conform contract documents to incorporate addenda and provide eight sets of conformed documents for execution by COUNTY and Construction Contractor within seven calendar days of request by COUNTY.

Subtask 7.7 – Assistance to Contractor for Procuring Agency Permit and Approval

Building Department: CONSULTANT shall provide assistance to the Contractor for procuring the Building Department permit from the City of Pompano Beach. CONSULTANT shall participate in up to two meetings with the Building Department to resolve outstanding issues. CONSULTANT shall address up to two sets of comments from the Building Department and prepare drawing modifications in response to these comments as required.

Florida Power and Light: CONSULTANT shall provide assistance for coordinating the activities of Florida Power and Light required to arrange for power supply for bypass pumping to be supplied by the contractor. Services shall be limited to providing required electrical design drawings for FPL and attending one meeting on site to meet with COUNTY, FPL and other parties involved in the construction.

PHASE III(6) – DELIVERABLES

- 50% Design
- 90% Design
- Bid Documents

- As-Bid Documents

PHASE IV – ENGINEERING SERVICES DURING CONSTRUCTION

PHASES IV (3) , IV(4), IV (5), IV (6) – SOLIDS, ANCILLARY, BIOLOGICAL, AND EFFLUENT

TASK 1 – CONSTRUCTION OVERSIGHT SERVICES

Subtask 1.1 – General Construction Oversight

Construction Administration - CONSULTANT shall provide construction administration services during the construction phase, including:

General Management – CONSULTANT shall provide necessary services for the management of the project during the construction phase. Such management activities shall include coordination and general correspondence with the COUNTY, Construction Contractor and subcontractors as well as handling and processing of submittals. This task also includes requests for contract interpretations and clarifications required by the Contractor which do not result in the submittal of formal Requests for Information.

Contract Interpretations and Clarifications – CONSULTANT shall log requests for information and issue necessary technical interpretations and clarifications of the Construction Contract Documents in a timely manner.

Change Orders - CONSULTANT shall provide technical input for requests for routine project cost and/or schedule changes from the Contractor. Changes may be the result of unforeseen conditions or interferences arising during routine progress of work or additional improvements requested by COUNTY after the project bid date. CONSULTANT shall evaluate the impact of the change request in terms of project cost and schedule. CONSULTANT shall prepare a recommendation of the change order request and if accepted, a statement noting that the requested cost / schedule impacts are fair and reasonable. CONSULTANT'S analysis of the change request shall be forwarded to COUNTY for processing.

Subtask 1.2 – Submittal Review

CONSULTANT shall perform the submittal review tasks detailed below.

Pay Requests – The CONSULTANT shall review applications for payment and accompanying data, determine the amounts owed, and recommend approval of payments due the Contractor. It is understood that the CONSULTANT's recommendation of any payment requested in an application for payment constitutes a representation by the CONSULTANT to the COUNTY, based on CONSULTANT's on-site observations of construction in progress as an experienced and qualified professional and on the CONSULTANT's review of the application for payment and the accompanying data and schedules, that construction has progressed to the point indicated. In addition, it is understood that to the best of the CONSULTANT's knowledge, information and belief, the quality of construction is in substantial

accordance with the Contract Documents; subject to an evaluation of construction upon substantial completion, to the results of any subsequent tests called for in the Contract Documents, and any qualifications stated in the recommendation; and that the Contractor is due the amount recommended.

Shop Drawings – CONSULTANT shall log, track, review and process shop drawings and any other submittals which the Construction Contractor is required to submit within 21 working days of receipt of the submittal except for special items requiring longer review time if so noted in the Construction Contract Documents. The review shall be for conformance with the design intent and compliance with the information presented in the Construction Contract Documents. CONSULTANT shall determine the acceptability of materials and equipment proposed by the Construction Contractor.

Subtask 1.3 – Construction Meetings

CONSULTANT shall attend meetings as follows:

Preconstruction Conference – CONSULTANT's RPR shall conduct a preconstruction conference attended by representatives of COUNTY and by the construction contractor. CONSULTANT shall provide the attendees with a written summary of the meeting which will be distributed electronically.

Construction Progress Meetings – Twice per month, CONSULTANT's RPR shall conduct a progress meeting with the Construction Contractor and the COUNTY to review project status and identify issues that may affect the project schedule. CONSULTANT shall provide COUNTY with a written summary of each progress meeting which will be distributed electronically to the attendees, including updated versions of submittal and RFI logs.

Pre-Pour Concrete Conferences – CONSULTANT's RPR shall conduct pre-pour concrete conferences attended by the construction contractor and representatives of COUNTY. CONSULTANT shall provide the attendees with a written summary of the meetings which will be distributed electronically.

Subtask 1.4 – Field Observation Services

CONSULTANT shall provide a Resident Project Representative (RPR) to provide field observation services of the proposed Work. The RPR will perform the following duties and responsibilities:

- Attend pre-construction conference, progress meetings and other job conferences.
- Serve as the construction liaison, working primarily with the Contractor(s) superintendent(s) and plant staff.
- Assist in obtaining additional details or information when required at the job site.
- Conduct on-site observations of construction in progress (including specialized field tests) to assist in determining if construction is proceeding in substantial accordance with the Contract Documents.

- Inform the Contractor whenever the RPR believes that construction is unsatisfactory, faulty or defective, does not conform to the Contract Documents, does not meet the requirements of any inspections, tests or approval required to be made, or has been damaged before final payment.
- Immediately inform the Contractor upon the commencement of any construction requiring a submittal, if the submittal has not been accepted.
- Visually review suitability and method of storage of materials, equipment and supplies delivered to the construction site.
- Verify that operating and maintenance procedures are available to the COUNTY before equipment start-up and operator training is conducted by the Contractor.
- Observe, record, and report appropriate details relative to testing and start-up procedures.
- Prepare daily reports and maintain a daily diary or log book, recording hours on the job site, weather conditions, data pertaining 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 in observing test procedures. Record names, addresses and telephone numbers of Contractor, subcontractor and major supplier personnel.
- Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project(s), and record the outcome of these inspections in the daily report.
- Review applications for payment with the Contractor for accuracy, back-up detail and completeness.
- During the course of construction, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by the Contractor are applicable to the items actually installed.
- Before issuance of a determination of substantial completion, prepare a list of items requiring completion or correction, in concert with the COUNTY. Participate in the final inspection.
- Coordinate with the COUNTY and Contractor for necessary shutdowns and interruptions of COUNTY facilities.

It is important to note that in performance of the duties noted herein, the RPR shall not:

- Undertake any of the responsibilities of Contractor or its subcontractors, nor direct any of their work.
- Advise on or issue directions pertaining to any aspect of the means, method, techniques, sequences or procedures of construction unless such is specifically called for in the Contract Documents.
- Advise on, or issue directions about, safety precautions and programs related to the Contractor's Work.
- Approve any interruptions or modification of COUNTY's facilities without the approval of COUNTY.

Subtask 1.5 – On-Site Startup Services

CONSULTANT shall monitor startup activities and shall participate during the station startup phase of the project. Participation shall include but not be limited to: signal loop testing including electrical and instrumentation terminations; review of as-built documentation prior to startup;

instrument calibrations; coordination of new signals with existing SCADA system; and process tuning during startup.

Subtask 1.6 - Specialty Discipline Site Reviews

CONSULTANT shall undertake periodic site reviews sufficient for all Engineers of Record to certify completion of the project for each discipline.

Subtask 1.7 – Project Closeout

Upon receiving notice from the Contractor that the project is substantially complete, CONSULTANT, in conjunction with appropriate COUNTY staff, shall develop a "punch list" of the project. The "punch list" shall include items needing completion or correction prior to consideration of final acceptance. CONSULTANT shall develop the list with assistance from COUNTY. The list shall be forwarded to the Contractor by the COUNTY. Upon notification from the Contractor that all remaining "punch list" items have been resolved, CONSULTANT, in conjunction with appropriate COUNTY staff, shall perform a final review of the finished project. Based on successful completion of all outstanding work items by the Contractor, CONSULTANT shall assist in closing out the construction contract by certifying final construction to jurisdictional agencies. Final certifications include the following:

- DEP Form 62-620.910(12), Notification of Completion of Construction for Wastewater Facilities or Activities.

Subtask 1.8 – Record Drawings

CONSULTANT shall prepare and distribute to the COUNTY within thirty days of the date of receipt of marked-up, red-lined field drawings from the Construction Contractor and COUNTY, two sets of 22" x 34" signed and sealed prints. CONSULTANT shall also deliver the AutoCAD electronic version of the record drawings on compact disk. The record drawings shall incorporate those changes made during the construction process, based on the marked-up prints, drawings and other data furnished by the Construction Contractor and COUNTY to CONSULTANT.

Subtask 1.9 – O&M Manual Updates

CONSULTANT shall update the COUNTY's existing Operation and Maintenance (O&M) Manual. CONSULTANT shall update the O&M for information the grit removal facilities. CONSULTANT shall incorporate manufacturer's information into the existing plant operation manual.

PHASE V - REGULATORY SUPPORT

TASK 2 – ADDITIONAL REGULATORY ASSISTANCE

CONSULTANT shall participate in up to four meetings with regulatory personnel. CONSULTANT shall assist COUNTY in preparing data and responses to up to five regulatory inquiries.

PHASE VI - Optional Additional Services

CONSULTANT shall provide additional services, as identified by the Contract Administrator, which are related to but beyond the level of effort of the scope of work outlined above. Services provided under this Phase shall be billed on an hourly basis up to the specified amount as authorized by the Contract Administrator, subject to the limits set in the Agreement. Services performed under this Phase must be initiated by a separate written Notice to Proceed issued by the Contract Administrator.

Time of Performance

The revised estimated schedule of CONSULTANT activities are as follows. This table replaces the table in Exhibit "A" of the Agreement.

Phase	Task	Estimated Duration (days from NTP for each Phase)
I	Security/Risk Assessment	550 915
IIA	Condition Assessment	365 640
IIB	Long Term Process Strategies Analysis	365 640
IIC	Facilities Capital Improvement Plan	550 640
III (1)	Grit Removal/Aeration Basin Influent Pipes	545 945
III (2)	Clarifier Mechanisms	480
III (3)	Solids – Task 1	90 440
III (4)	Ancillary – Task 1	90 440
III (5)	Biological – Task 1	90 440
III (6)	Effluent – Tasks 1	90 440
III (3)	Solids – Task 2-7	730
III (4)	Ancillary – Task 2-7	730
III (5)	Biological – Task 2-7	730
III (6)	Effluent – Tasks 2-7	730
IV (1)	Grit Removal/Aeration Basin Influent Pipes	1545
IV (2)	Clarifier Mechanisms	1300
IV (3)	Solids	1460
IV(4)	Ancillary Infrastructure	730
IV (5)	Biological	1095
IV (6)	Effluent	1095
V	Regulatory Support	1825 2375
VI	Optional Additional Services	1825 2375

Key Assumptions

- All original assumptions from Exhibit "A" of the Agreement apply to this Amendment.

- Reference to the COUNTY's COOP and ERP are specific to the Water and Wastewater Services (WWS).
- CONSULTANT will assist COUNTY staff to develop procedures and information for the ERP. Division staff will be responsible for making changes to their documents that are to be included in the appendices of the ERP (i.e. the CONSULTANT will develop only the main document and not five additional documents).
- Any contact lists in the COOP and ERP documents will be the responsibility of the COUNTY to compile through use of existing COUNTY software.
- The level of effort (as referenced in Article 3, Section 3.2 of the Agreement) for the submittal review (Subtask 1.2) is calculated to be a total number of submittals (includes resubmittals) for each project as follows:
 - Phase III(1) Grit Removal/Aeration Basin Pipes = 570 submittals
 - Phase III(2) Clarifiers = 350 submittals
 - Phase III(3) Solids = 500 submittals
 - Phase III(4) Ancillary Infrastructure = 132 submittals
 - Phase III(5) Biological = 347 submittals
 - Phase III (6) Effluent = 164 submittals
- The level of effort (as referenced in Article 3, Section 3.2 of the Agreement) for field observation services (Subtask 1.4) is calculated for each project to be as follows:
 - Phase III(1) Grit Removal/Aeration Basin Pipes = 4,860 hours
 - Phase III(2) Clarifiers = 3,814 hours
 - Phase III(3) Solids = 6,080 hours
 - Phase III(4) Ancillary Infrastructure = 1,920 hours
 - Phase III(5) Biological = 4,000 hours
 - Phase III (6) Effluent = 1,920 hours

**EXHIBIT B
SALARY COSTS**

Project No: RLI# R1007402R1
Project Title: Engineering Services for North Regional Wastewater Treatment Plant – Facility Improvements
Consultant/
Sub Consultant Name: **Hazen and Sawyer, P.C.**

	MAXIMUM HOURLY RATE		MULTIPLIER		MAXIMUM BILLING RATE
TITLE	(\$/HR)	X	3.07	=	(\$/HR)
Vice President	\$79.74		3.07		\$244.80
Senior Associate	\$78.69		3.07		\$241.58
Associate	\$65.06		3.07		\$199.73
Senior Principal Engineer	\$57.19		3.07		\$175.57
Principal Engineer	\$50.37		3.07		\$154.64
Assistant Engineer	\$54.86		3.07		\$168.42
Senior Principal Scientist	\$43.07		3.07		\$132.22
Principal Scientist	\$42.91		3.07		\$131.73
Scientist	\$23.48		3.07		\$72.08
Senior Principal Designer	\$56.17		3.07		\$172.44
Principal Designer	\$42.37		3.07		\$130.08
Senior Designer	\$32.66		3.07		\$100.27
Principal Graphic Designer	\$35.97		3.07		\$110.43
Technical Typist	\$26.39		3.07		\$81.02
Technician	\$35.74		3.07		\$109.72

Multiplier of 3.07 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (128.8)%

FRINGE = HOURLY RATE X FRINGE (51.8)%

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) X OPERATING MARGIN (9.5)%

MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE + OPERATING MARGIN) / HOURLY RATE

EXHIBIT B SALARY COSTS

Project No: RLI# R1007402R1
 Project Title: Engineering Services for North Regional Wastewater Treatment Plant – Facility Improvements
 Consultant/
 Sub Consultant Name: Hillers Electrical Engineering

	MAXIMUM HOURLY RATE		MULTIPLIER		MAXIMUM BILLING RATE
TITLE	(\$/HR)	X	2.88	=	(\$/HR)
President	\$78.00		2.88		\$224.64
Chief Engineer	\$58.24		2.88		\$167.73
Project Manager	\$47.84		2.88		\$137.78
Professional Engineer	\$39.52		2.88		\$113.82
Project Engineer	\$31.20		2.88		\$89.86
CADD/Technician	\$27.04		2.88		\$77.88
Field Inspector	\$40.56		2.88		\$116.81
Clerical	\$23.92		2.88		\$68.89

Multiplier of 2.88 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (124)%

FRINGE = HOURLY RATE X FRINGE (38)%

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) X OPERATING MARGIN (10)%

MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE + OPERATING MARGIN) / HOURLY RATE

**EXHIBIT B
SALARY COSTS**

Project No: RLI# R1007402R1
Project Title: Engineering Services for North Regional Wastewater Treatment Plant – Facility Improvements
Consultant/
Sub Consultant Name: **Craven Thompson & Associates, Inc.**

	MAXIMUM HOURLY RATE		MULTIPLIER		MAXIMUM BILLING RATE
TITLE	(\$/HR)	X	2.656	=	(\$/HR)
Principal	\$88.23		2.656		\$234.34
Vice President	\$65.00		2.656		\$172.64
Project Manager	\$60.00		2.656		\$159.36
Quality Assurance Person	\$60.00		2.656		\$159.36
Senior Engineer	\$51.00		2.656		\$135.46
Project Engineer	\$40.00		2.656		\$106.24
Senior Designer/Tech	\$32.00		2.656		\$84.99
Senior Drafter	\$30.00		2.656		\$79.68
Administrative Assistant	\$26.00		2.656		\$69.06
Professional Surveyor/GIS	\$50.00		2.656		\$132.80
3-Person Survey Crew	\$58.00		2.656		\$154.05
2-Person Survey Crew	\$42.00		2.656		\$111.55
Senior Resident Rep	\$40.00		2.656		\$106.24
Resident Representative	\$30.00		2.656		\$79.68

Multiplier of 2.656 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (79.86)%

FRINGE = HOURLY RATE X FRINGE (51.10)%

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) X OPERATING MARGIN (15.00)%

MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE + OPERATING MARGIN) / HOURLY RATE

**EXHIBIT B
SALARY COSTS**

Project No: RLI# R1007402R1
Project Title: Engineering Services for North Regional Wastewater Treatment Plant – Facility Improvements
Consultant/
Sub Consultant Name: **Chen Moore & Associates**

	MAXIMUM HOURLY RATE		MULTIPLIER		MAXIMUM BILLING RATE
TITLE	(\$/HR)	X	2.9967	=	(\$/HR)
Principal	\$68.86		2.9967		\$206.35
Project Manager	\$48.23		2.9967		\$144.53
Senior Engineer	\$40.86		2.9967		\$122.45
Project Engineer	\$40.94		2.9967		\$122.68
Engineer	\$25.00		2.9967		\$74.92
Senior Designer	\$34.38		2.9967		\$103.03
Designer	\$24.03		2.9967		\$72.01
Senior Technician/CADD	\$23.00		2.9967		\$68.92
Senior Landscape Architect	\$44.23		2.9967		\$132.54
CEI Senior Inspector	\$45.12		2.9967		\$135.21
CEI Inspector	\$24.86		2.9967		\$74.50
Administrative Assistant	\$26.25		2.9967		\$78.66

Multiplier of 2.9967 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (152.02)%

FRINGE = HOURLY RATE X FRINGE (33.38)%

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) X OPERATING MARGIN (5.00)%

MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE + OPERATING MARGIN) / HOURLY RATE

**EXHIBIT B
SALARY COSTS**

Project No: RLI# R1007402R1
Project Title: Engineering Services for North Regional Wastewater Treatment Plant –
Facility Improvements
Consultant/
Sub Consultant Name: **Launch! Consulting LLC**

TITLE	FIXED HOURLY RATE (\$/HR)
Subject Matter Expert	\$173.09
Senior Security Specialist	\$150.00
Senior Mitigation Planner	\$150.00
Administrative Assistant	\$51.52

Note: These rates were established in accordance with Section 5.2.6 of the Agreement, utilizing previously established rates with other municipal clients for similar engineering services.

**EXHIBIT B
SALARY COSTS**

Project No: RLI# R1007402R1
Project Title: Engineering Services for North Regional Wastewater Treatment Plant – Facility Improvements
Consultant/
Sub Consultant Name: **Tierra South Florida, Inc.**

	MAXIMUM HOURLY RATE		MULTIPLIER		MAXIMUM BILLING RATE
TITLE	(\$/HR)	X	2.44	=	(\$/HR)
Principal	\$75.96		2.44		\$185.34
Project Manager	\$53.85		2.44		\$131.39
Senior Engineer	\$51.68		2.44		\$126.10
Project Engineer	\$45.67		2.44		\$111.43
CAD Operator	\$33.65		2.44		\$82.11
Senior Technician 1	\$33.65		2.44		\$82.11
Secretary	\$22.12		2.44		\$53.97
Technician	\$25.00		2.44		\$61.00

Multiplier of 2.44 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (83.13)%

FRINGE = HOURLY RATE X FRINGE (39.79)%

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) X OPERATING MARGIN (10)%

MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE + OPERATING MARGIN) / HOURLY RATE

**EXHIBIT B
SALARY COSTS**

Project No: RLI# R1007402R1
Project Title: Engineering Services for North Regional Wastewater Treatment Plant – Facility Improvements
Consultant/
Sub Consultant Name: **Florida Engineering & Testing, Inc.**

	MAXIMUM HOURLY RATE		MULTIPLIER		MAXIMUM BILLING RATE
TITLE	(\$/HR)	X	1.942	=	(\$/HR)
Engineer	\$36.25		1.942		\$70.40
Field Supervisor	\$21.25		1.942		\$41.27
Building Inspector	\$19.00		1.942		\$36.90
Engineering Technician	\$16.00		1.942		\$31.07
Drilling Supervisor	\$21.50		1.942		\$41.75
Administrative Assistant	\$17.50		1.942		\$33.99
Principal	\$37.50		1.942		\$72.83

Multiplier of 1.942 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (67.5)%

FRINGE = HOURLY RATE X FRINGE (8.0)%

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) X OPERATING MARGIN (10.0)%

MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE + OPERATING MARGIN) / HOURLY RATE