

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made as of the 27th day of May in the year 2014, between **THE CITY OF LEESBURG**, a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the "CITY"), and **HYDRO SOLUTIONS CONSULTING, LLC** whose address is 3616 Harden Blvd. No. 110, Lakeland, Florida 33803 (hereinafter referred to as the "PROFESSIONAL" or "CONSULTANT").

WHEREAS, the CITY issued Request for Qualifications 140103 to contract with a qualified professional or firm to provide professional water disinfection system design services for three (3) water treatment plants for the City of Leesburg;

WHEREAS, the PROFESSIONAL has been selected as the top ranked firm among all firms submitting proposals;

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties to this Agreement, and for other good and valuable considerations, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Services. The PROFESSIONAL shall perform the following services described in **EXHIBIT "A,"** which is attached and incorporated by reference herein. Nothing herein shall limit the CITY'S right to obtain proposals or services from other contractors for similar projects.

2. Compensation. Compensation for each water treatment plant is listed here. A detailed Schedule of Fees is included in **EXHIBIT "A"**. The cost of the services shall not exceed this amount unless the CITY has executed a written change order approving any increase in price.

Main Water Treatment Plant	\$39,649.92
Mall Water Treatment Plant	\$20,779.97
Airport Water Treatment Plant	<u>\$20,676.94</u>
Total All Sites	\$81,106.83

3. Payment. CITY shall compensate PROFESSIONAL for their services in the following manner: SEE **EXHIBIT "A"**. No other costs or services shall be billed to the CITY.

4. Authorized Expenses. The CITY will not be liable for any expenses incurred by the PROFESSIONAL prior to the issuance of a Notice to Proceed except as authorized by the CITY in writing.

5. Term. The term of this Agreement shall be for a period of two (2) years or until the terms and conditions of this Agreement, including, but not limited to, its Scope of Services, have been completed, whichever occurs first, as determined by the CITY. Work shall begin within ten (10) calendar days from the date the CITY issues a notice to proceed.

6. Termination. All or part of this Agreement may be terminated under the following conditions;

- a. **For Convenience.** All or part of this Agreement may be terminated by the CITY for its convenience on thirty (30) days written notice to the PROFESSIONAL. In such

event, the PROFESSIONAL will be entitled to compensation for services competently performed up to the date of termination.

- b. **For Cause.** CITY may terminate the Agreement for cause if PROFESSIONAL;
 - i. becomes Insolvent/Bankrupt, or
 - ii. commits a material breach of the Agreement which does not otherwise have a specified contractual remedy, provided that:
 - 1. CITY shall first provide PROFESSIONAL with detailed written notice of the breach and of CITY's intention to terminate the Agreement, and
 - 2. PROFESSIONAL shall have failed, within the number of days indicated in the written notice, to commence and diligently pursue cure of the breach.

- c. **Non-Appropriation of Funds.** The PROFESSIONAL understands and agrees any and every Agreement is subject to the availability of funds to the CITY to purchase the specified services. As used herein, a "non-appropriation" shall be defined as an occurrence wherein the CITY, in any fiscal period, does not allocate funds in its budget for the purchase of the specified services or other amounts owed pursuant to any Agreement, from the Source of funding which the CITY anticipates using to pay its obligations hereunder, and the CITY has no other funds, from sources other than ad valorem taxes, which it deems to be available to pay its obligations under Contract. The CITY may terminate an Agreement, with no further liability to the vendor other than compensation for services competently performed up to the date of termination, effective the first day of a fiscal period provided that:
 - i. a non-appropriation has occurred, and
 - ii. The CITY has provided the vendor with written notice of termination not less than fifteen (15) days before the proposed termination date.
 - iii. Upon the occurrence of such non-appropriation the City shall not be obligated for payment for any fiscal period for which funds have not been appropriated.

7. **Insurance.** The PROFESSIONAL will maintain throughout this Agreement the following insurance: SEE EXHIBIT "A."

- A. The original of each such policy of insurance, or a complete duplicate, shall be delivered to CITY by PROFESSIONAL prior to starting work, together with evidence that the premiums have been paid.
- B. All required insurance shall be provided by insurers acceptable to the CITY with an A.M. Best rating of at least "A."
- C. The PROFESSIONAL shall require, and shall be responsible for assuring that any and all of its subcontractors secure and maintain such insurance that are required by law to be provided on behalf of their employees and others until the completion of that subcontractors work.
- D. The required insurance shall be secured and maintained for not less than the limits required by the CITY, or as required by law, whichever is greater.
- E. The required insurance shall not limit the liability of the PROFESSIONAL. The CITY does not represent these coverages or amounts to be adequate or sufficient to protect the PROFESSIONAL'S interests or liabilities, but are merely required minimums.
- F. All liability insurance, except professional liability, shall be written on an occurrence basis.

- G. The PROFESSIONAL waives its right of recovery against the CITY to the extent permitted by its insurance policies.
- H. Insurance required of the PROFESSIONAL, or any other insurance of the PROFESSIONAL shall be considered primary, and insurance of the CITY, if any, shall be considered excess as applicable to any claims, which arise out of the agreement, contract or lease.
- I. Except for workers' compensation and professional liability, the PROFESSIONAL'S insurance policies shall be endorsed to name the CITY OF LEESBURG as additional insured to the extent of the agreement, contract or lease.
- J. The Certificate(s) of Insurance shall designate the CITY as certificate holder as follows:

City of Leesburg
Attention: Mike Thornton, Purchasing Manager
P.O. Box 490630
Leesburg, Florida 34749-0630

- K. The Certificate(s) of Insurance shall include a reference to the project and/or purchase order number.
- L. The Certificate(s) of Insurance shall indicate that the CITY shall be notified at least thirty (30) days in advance of cancellation.
- M. The Certificate(s) of Insurance shall include all deductibles and/or self-insurance retentions for each line of insurance coverage.
- N. The PROFESSIONAL, at the discretion of the Risk Manager for the CITY, shall provide information regarding the amount of claims payments or reserves chargeable to the aggregate amount of the PROFESSIONAL'S liability coverage(s).

8. Indemnification. The PROFESSIONAL shall indemnify the CITY and hold it, its officers, and its employees harmless from liabilities, losses, and costs, including, but not limited to, reasonable attorney's fees to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the PROFESSIONAL and persons employed or utilized by the PROFESSIONAL in the performance of this Agreement. The liability of the PROFESSIONAL shall, however, be limited to two million and 00/100 dollars (\$1,000,000.00) per occurrence, and the obligation of the PROFESSIONAL to indemnify the CITY shall be limited to intentional or negligent acts, omissions, or defaults of the PROFESSIONAL; any contractors, subcontractors, subsubcontractors, materialmen, or agents or employees of any of them, providing labor, services or materials in connection with the project; and the CITY, its officers, agents and employees, provided however that the PROFESSIONAL shall not be obligated to indemnify the CITY against losses arising from the negligence, or willful, wanton, or intentional misconduct of the CITY, its officers, agents and employees, or against statutory violations or punitive damages except to the extent caused by or resulting from the intentional or negligent acts or omissions of the PROFESSIONAL, or any contractors, subcontractors, sub-subcontractors, materialmen, or agents or employees of any of them, providing labor, services, or materials in connection with this Agreement.

9. Codes, Laws, and Regulations. PROFESSIONAL will comply with all applicable codes, laws, regulations, standards, and ordinances in force during the term of this Agreement.

10. Permits, Licenses, and Fees. PROFESSIONAL will obtain and pay for all permits and licenses required by law that are associated with the PROFESSIONAL'S performance of the Scope of Services.

11. Access to Records. PROFESSIONAL will maintain accounting records, in accordance with generally accepted accounting principles and practices, to substantiate all invoiced amounts. Said records will be available for examination by the CITY during PROFESSIONAL'S normal business hours. Said records will be maintained for a period of five (5) years after the date of the invoice.

12. Public Records Retention. CONTRACTOR shall keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the services being provided by CONTRACTOR herein. CONTRACTOR shall provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes. CONTRACTOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. CONTRACTOR shall meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY by CONTRACTOR in a format that is compatible with the information technology systems of the CITY.

13. Contingent Fees Prohibited. The PROFESSIONAL warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the PROFESSIONAL, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the PROFESSIONAL any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. In the event of a breach of this provision, the CITY shall have the right to terminate this Agreement without further liability and at its discretion, deduct from the contract price, or otherwise recover, the full amount of any such fee, commission, percentage, gift or consideration paid in breach of this Agreement.

14. Ownership of Documents. All data, specifications, calculations, estimates, plans, drawings, construction documents, photographs, summaries, reports, memoranda, and other documents, instruments, information and material prepared or accumulated by the PROFESSIONAL (or by such sub-consultants and specialty consultants) in rendering services hereunder shall be the sole property of the CITY who may have access to the reproducible copies at no additional cost other than printing. Provided, that the PROFESSIONAL shall in no way be liable or legally responsible to anyone for the CITY's use of any such materials for another PROJECT, or following termination. All original documents shall be permanently kept on file at the office of the PROFESSIONAL.

15. Independent Contractor. The PROFESSIONAL agrees that it is an independent contractor and not an agent, joint venture, or employee of the CITY, and nothing in this Agreement shall be construed to be inconsistent with this relationship or status. None of the benefits provided by the CITY to its employees, including but not limited to, workers' compensation insurance, unemployment insurance, or retirement benefits, are available from the CITY to the PROFESSIONAL. PROFESSIONAL will be responsible for paying its own Federal income tax and self-employment tax, or any other taxes applicable to the compensation paid under this Agreement. The PROFESSIONAL shall be solely and entirely responsible for his or her acts during the performance of this Agreement.

16. Assignment. Neither party shall have the power to assign any of the duties or rights or any claim arising out of or related to the Agreement, whether arising in tort, contract, or otherwise,

without the written consent of the other party. These conditions and the entire Agreement are binding on the heirs, successors, and assigns of the parties hereto.

17. No Third Party Beneficiaries. This Agreement gives no rights or benefits to anyone other than the PROFESSIONAL and the CITY.

18. Jurisdiction. The laws of the State of Florida shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it. In the event of any litigation arising under or construing this Agreement, venue shall lie only in Lake County, Florida.

19. Contact Person. The primary contact person under this Agreement for the PROFESSIONAL shall be **Michael Azzarella, Project Manager**. The primary contact person under this Agreement for the CITY shall be **Al Purvis, Chief Plant Operator**.

20. Approval of Personnel. Key Personnel: The City reserves the right to discontinue (terminate) when key personnel identified by the SF 330 - Section E of RFQ 140103, are not available. The CITY reserves the right to approve the contact person and the persons actually performing the services on behalf of PROFESSIONAL pursuant to this Agreement. If CITY, in its sole discretion, is dissatisfied with the contact person or the person or persons actually performing the services on behalf of PROFESSIONAL pursuant to this Agreement, CITY may require PROFESSIONAL assign a different person or persons be designated to be the contact person or to perform the PROFESSIONAL services hereunder.

21. Subcontractors. The CITY reserves the right to approve all subcontractors for tasks performed under this Agreement. Responsibility for the performance of the contract remains with the PROFESSIONAL exclusively. Subcontractors may be added to this contract during the contract period only with prior written permission from the CITY

22. Notice to Owner. All Notice to Owners (NTO) issued by sub-contractors and material suppliers must be mailed or delivered to:

**CITY OF LEESBURG
ATTN: PURCHASING MANAGER
RE: RFQ -140103
501 W. MEADOW ST
LEESBURG, FL 34748**

23. Disclosure of Conflict. The PROFESSIONAL has an obligation to disclose to the CITY any situation that, while acting pursuant to this Agreement, would create a potential conflict of interest between the PROFESSIONAL and his duties under this Agreement.

24. Counterparts. Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. The CITY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

25. Authority to Obligate. Each person signing this agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and bind and obligate such party with respect to all provisions contained in this agreement.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date indicated in the preamble to the Agreement.

THE CITY OF LEESBURG, FLORIDA

By: _____
Mayor

ATTEST:

City Clerk

Approved as to form and content:

City Attorney

"HYDRO SOLUTIONS CONSULTING, LLC"

By: Scott D. Justice

Printed: Scott D. Justice

Its: Vice President
Title

SCOPE OF SERVICES

- I. Scope of Services.** The Scope of Services is as described in Request for Qualifications 140103 and professional's response to the RFQ to provide for Water Disinfection System Professional Engineering Design Services.
- II. Request for Qualifications (RFQ) Document.** RFQ 140103 document is incorporated by reference and made a part hereof.
- III. Submitted Proposal.** The proposal submitted by PROFESSIONAL in response to RFQ 140103 and task/fee document (Exhibit A), is made a part hereof.
- IV. Insurance Requirements.** The PROFESSIONAL will maintain throughout this Agreement the following insurance:
 - 1. Comprehensive General Liability**
 - a. The PROFESSIONAL shall purchase and maintain Commercial General Liability coverage on forms no more restrictive than the latest editions of the Commercial General Liability policies of the Insurance Services Office (ISO). The Commercial General Liability policy shall provide minimum limits of \$1,000,000 per occurrence combined single limit that includes coverage for bodily and personal injury and property damage liability for premises, operations, products and completed operations*, independent contractors, contractual liability covering the agreement, contract or lease, broad form property damage coverage, and property damage resulting from explosion, collapse or underground exposures (x,c,u).
 - b. For remodeling and construction projects, the PROFESSIONAL shall purchase and maintain products and completed operations coverage for a minimum of three (3) years beyond the CITY'S acceptance of the project.
 - 2. Professional Liability/Malpractice/Errors or Omissions Insurance**
 - a. The PROFESSIONAL shall purchase and maintain Professional Liability or Malpractice or Errors or Omissions insurance with minimum limits of \$1,000,000 per occurrence combined single limit.
 - b. If a claims-made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims-made coverage, unless the prior policy was extended indefinitely to cover prior acts.
 - c. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of the claims-made coverage.
 - 3. Business Automobile Liability**
 - a. The PROFESSIONAL shall purchase and maintain Business Automobile Liability coverage on forms no more restrictive than the latest editions of the Business Automobile Liability policies of the Insurance Services Office (ISO). The Business Automobile Liability policy shall provide minimum limits of \$1,000,000 per occurrence combined single limit that includes coverage for claims for bodily injury and property damage arising from the use of motor vehicles, including on-site and off-site operations, and owned, non-owned and hired vehicles, and employee non-ownership use.

4. Workers' Compensation

- a. The PROFESSIONAL shall purchase and maintain Workers' Compensation insurance for all workers' compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee with \$500,000 policy limit for disease.
- b. PROFESSIONALS exempt from maintaining Workers' Compensation insurance must provide a valid certificate of exemption issued by the State of Florida.

VI. Subcontractors. The CITY reserves the right to approve all subcontractors for tasks performed under this master Agreement. Responsibility for the performance of the contract remains with the PROFESSIONAL exclusively. Subcontractors may be added to this contract during the contract period only with prior written permission from the CITY.

VII. Miscellaneous Requirements.

1. The PROFESSIONAL shall possess all the appropriate licenses, permits and tariffs required by various governmental agencies having jurisdiction over such services. A copy of all the required licenses shall be submitted to the CITY upon request, including certification of a Florida Certified Professional Engineer.
2. The CITY or its authorized representative reserves the right to obtain all documentation deemed appropriate to verify the PROFESSIONAL meets all regulations and specification requirements.
3. Any damage to facilities, equipment or property, due to the incompetence or negligence of the PROFESSIONAL'S personnel, including subcontractors, that occurs, shall be the responsibility of the PROFESSIONAL. The PROFESSIONAL shall reimburse the owner of the damaged facility, equipment or property for any cost to repair damage, beyond reasonable wear, caused by the PROFESSIONAL.

VIII. Schedule of Fees. Pricing shall include all labor, equipment and materials needed to complete the project as described herein. The prices listed below shall remain firm through the term of the contract.

Services shall not be rendered nor remunerated which have not received prior approval and coordination from the appropriate City representatives.

If authorized by the CITY, an overtime premium multiplier of 1.5 may be applied to the billing rate of hourly personnel who work overtime in order to meet a deadline, which cannot be met during normal hours.

IX. Compensation. PROFESSIONAL shall be paid not more than once monthly for work performed under this agreement. All invoices submitted by the PROFESSIONAL shall clearly reference the purchase order issued for this project, the project name, and the services performed.

X. Guidelines for Reimbursable Expenses. Reimbursable expenses are legitimate expenses incurred by the PROFESSIONAL in addition to fees for basic and additional services for actual expenditures as expressly allowed under this Agreement. Reimbursable costs incurred internally shall be documented in the manner acceptable to the CITY (e.g., copy logs, etc.). The following are acceptable reimbursable items:

1. Electrostatic copies.
2. Blueprinting.
3. Color copies.

4. Incoming faxes.

Standard overhead costs that are not allowed as reimbursable expenses include, but are not limited to: telephone, rent, taxes, office supplies, computer costs, CAD costs, cost of establishing and maintaining a web site, etc.

[Rest of page intentionally left blank.]

EXHIBIT "A"

**HYDRO SOLUTIONS CONSULTING, LLC
DESIGN ENGINEERING PROPOSAL**

FOR

**CITY OF LEESBURG, FLORIDA
FOR
WATER DISINFECTION SYSTEM**

EXHIBIT A
CITY OF LEESBURG, FLORIDA
HYDRO SOLUTIONS CONSULTING, LLC DESIGN ENGINEERING WATER
DISINFECTION SYSTEM PROPOSAL

A. PROJECT BACKGROUND AND DESCRIPTION

The CITY of Leesburg owns and operates the following Water Treatment Plants (WTPs):

- Main WTP, 223 South 5th Street, Leesburg, FL
- Airport WTP, 32733 Echo Drive, Leesburg, FL
- Lake Square Mall WTP, 10399 U.S. Highway 441, Leesburg, FL

Gas chlorination systems are currently being used at these WTPs; however, the CITY plans to convert the gas chlorination systems to sodium hypochlorite (NaOCl) injection systems at all three WTPs.

Necessary improvements generally consists of new chlorine storage tanks, new metering pumps, and associated piping, controls, and instrumentation systems. We understand the Airport and Mall WTPs may be taken off-line for extended periods of time (1 to 2 months) during construction; however, the Main WTP must remain operational at all times except for intermittent periods of 1 to 2 hours. It is anticipated that a temporary chlorination system will have to be installed at the Main WTP during the construction period to maintain adequate chlorination service.

Based on preliminary site visits, it appears adequate space is available at all three WTPs to house the chlorine metering pumps, but at this point we have not been able to fully define the building improvements that may be necessary to house the new chlorine storage tanks. Upon performing the preliminary design tasks described below and meeting with the Florida Department of Environmental Protection (FDEP), we will be able to define the needed chlorine storage capacity for each facility and therefore define the needed building modifications. We have included a structural engineering cost (\$7,340.00 provided by Structural Engineering and Inspections, Inc. (SEI)) in this Agreement, however, it may need to be adjusted at a later time if extensive building modifications are necessary.

B. SCOPE OF SERVICES

Upon authorization to proceed from the CITY, the CONSULTANT will provide the following identified services. The CONSULTANT shall endeavor to ensure, to the greatest extent practical, that all design, bid, and construction documents produced by the CONSULTANT or its subconsultants for the CITY will be consistent with the CITY Utilities standards and specifications and other CITY requirements.

PHASE 100 – PROJECT MANAGEMENT

Task 101 – Project Management

This task consists of overall management of the Project including contract administration, budget management, invoicing, monthly status reports, Project scheduling, and coordination with the CITY and CONSULTANT's subconsultants.

Task 102 – Meetings

The CONSULTANT will attend one (1) kickoff meeting with the CITY. The CONSULTANT will prepare a meeting agenda and meeting minutes. Meeting minutes shall be distributed within three (3) working days of the date of the meeting.

Other meetings for this project shall include:

Preliminary design site visits;
Pre-application meeting with FDEP
Preliminary Design Report (PDR) review meeting;
60% design review;
90% design review;
Pre-Bid meeting and review with prospective bidders;
Pre-Construction meeting;
Construction meetings and visits;
Substantial Completion (1 meeting for each site); and
Final inspection (1 meeting for each site).

PHASE 200 – PRELIMINARY DESIGN

Task 201 – Analyze Existing Records

Prepare and submit a formal Request for Information (RFI) to the CITY consisting of WTP operating records, copies of permits, and other documents. HSC will review and analyze the data and use it as necessary for the completion of this Project.

Task 202 – Site Visits

Perform preliminary design site visits to all three WTPs to gather design information, as necessary.

Task 203 – Preliminary Design

- 1) Perform sizing calculations for the chlorine metering pumps and required chlorine storage capacity.
- 2) Develop design alternatives for CITY's consideration.
- 3) Define the overall capacity of the temporary chlorination system for the Main WTP.
- 4) Develop preliminary layout/site plans of the proposed systems.

Task 204 – FDEP Meeting

Prepare for and conduct a pre-application meeting with the FDEP.

Task 205 – Cost Estimate

Prepare a preliminary cost estimate based on the findings of the Preliminary Design Phase.

Task 206 – Preliminary Design Report

Prepare a design report describing the findings of the preliminary design efforts and meet with the CITY to present and discuss the conclusions. This design report will be the basis of the final design.

PHASE 300 – FINAL DESIGN DOCUMENTS

These services will be performed during design phase of the Project. For the purpose of this Agreement, it is assumed that all plant design for all three WTP's will be conducted in fiscal year 2013/2014. The CONSULTANT has confirmed that the CITY intends to issue two (2) solicitations for construction services. The first solicitation will be for the Main WTP with an award anticipated in fiscal year 2014, and a second solicitation for the Airport and Mall WTP's with an award anticipated in fiscal 2015.

Task 301 – Base Drawing Preparation

Prepare basic drawings depicting existing conditions, as necessary for CONSULTANT to prepare construction drawings and show the proposed improvements.

Task 302 – Final Design

Prepare engineering drawings and submit these to the CITY for review at the 60- and 90-percent completion level. Final design efforts include additional design visits, design of temporary chlorination system, process calculations, equipment selection, site plans, pipe routing, and developing a controls and instrumentation performance specification.

The CONSULTANT will prepare and submit 60% design documents, consisting of the following:

1. Design drawings, consisting of one (1) full size set, one (1) half size set, and one electronic copy in PDF format.
2. Technical specifications, consisting of two (2) bound copies and one (1) electronic copy in PDF format.
3. One (1) copy of a preliminary engineer's opinion of probable construction cost (EOPCC).

The CONSULTANT will prepare and submit 90% design documents, consisting of the following:

1. One (1) copy of a tabular summary of the CONSULTANT's responses to comments provided by the COUNTY for the 60% design submittal.
2. Design drawings, consisting of one (1) full size set, one (1) half size set, and one electronic copy in PDF format.
3. Technical specifications, consisting of two (2) bound copies and one electronic copy in PDF format. The technical specifications shall include Division 1.
4. One (1) copy of an updated EOPCC. If the EOPCC varies by more than 25% from the 60% design EOPCC, the CONSULTANT shall provide the rationale for the difference in cost.

Task 303 – Design Review Meeting

Prepare for and attend a 60-percent and a 90-percent design review meeting with the CITY.

Task 304 – Technical Specifications

Prepare a comprehensive Project Manual that contains Division 1 (General Requirements) and technical specifications for competitive bidding (Divisions 2 through 16, as applicable). The Project Manual and its contents will be formatted in accordance with the Construction Specification Institute (CSI).

Task 305 – Contract Documents

Request, compile and organize Contract Documents (or Front End Documents) for use with the Project Manual. These documents will be provided by the CITY's Purchasing Division.

Task 306 – Cost Estimate

Prepare a construction cost estimate for the proposed improvements. Cost estimates shall be provided with preliminary design report, 60% and 90% submittals.

Task 307 – Update Hazmat Plan

Update the CITY's existing Hazardous Materials Plan to reflect the chlorination systems.

PHASE 400 – PERMITTING SERVICES

Task 401 – FDEP Permitting

Prepare, submit, and process the FDEP permit applications and associated design reports necessary to obtain FDEP approval for the proposed improvements.

PHASE 500 – BID PHASE SERVICES

This phase will be performed during the bid phase of the Project. For the purpose of this Agreement, it is confirmed that the CITY will enter into two (2) contracts for construction of the Project. The first contract award for the Main WTP is anticipated in fiscal year 2014 and the second contract award for the Airport and Mall WTP's is anticipated in fiscal year 2015. The CITY shall be responsible for preparation of Division 0, advertisement of the Project, and distribution of the Project documents, including all costs associated therewith.

Task 501 – Bid Documents

The CONSULTANT shall prepare and submit the bid documents to the CITY following the design review meeting and receipt of comments from the CITY for the 90% design. The bid document will consist of the following:

1. Two (2) full size sets and one (1) half-size set of construction plans, including one (1) signed and sealed full size set.
2. Two (2) copies of technical specifications, including one (1) signed and sealed.
3. Schedule of Values and Bid Sheet.
4. Scope of Work (separated out for advertisement).
5. Supplementary and Special Conditions.
6. Engineer's Opinion of Probable Construction Cost.
7. An electronic copy of the bid documents in PDF format.

In addition, the CONSULTANT will assist the CITY with the preparation of addenda as appropriate to clarify contract documents; to provide recommendations as to the acceptability of prospective bidders, contractors and suppliers for those portions of the work to which such acceptability is required by the contract documents; and to provide a recommendation for contract award as necessary.

Task 502 – Pre-bid Meeting

The CONSULTANT shall attend one (1) pre-bid meeting, including a pre-bid site visit (if required).

Task 503 – Bid Addenda

The CONSULTANT will assist the CITY with the preparation of addenda and issue addenda as appropriate, and with the approval of CITY Staff and Procurement, to clarify contract documents or to respond to prospective bidders' questions.

Task 504 – Bid Recommendation

The CONSULTANT shall evaluate the technical portions of the submitted bids and provide a recommendation of award to the CITY.

PHASE 600 – CONSTRUCTION ADMINISTRATION SERVICES

These services will be performed during construction of the Project. For the purpose of this Agreement, it is confirmed that the construction of the Main Water Plant will be conducted in fiscal year 2013/2014 with the final two remaining plants, the Airport and Lake Square Mall plants, being completed in fiscal year 2014/2015. The fee estimate is reflective of this assumption with plans and fee for construction administration services being included for fiscal year 1 and fiscal year 2.

Task 601 – Pre-Construction Meeting

The CONSULTANT shall attend one (1) pre-construction meeting and prepare a meeting agenda and meeting summary (unless meeting agenda/meetings are included in contractor's scope).

Task 602 – Preliminary Matters and Contract Documents

The CONSULTANT shall review and approve the preliminary schedule of shop drawings and submittals, the preliminary schedule of values, and the construction schedule for the Project. The CONSULTANT shall provide written interpretations and clarifications of the Contract Documents as requested by the contractor and determine the acceptability of work. The CONSULTANT will render in writing its opinions concerning the contractor's requests for formal decisions on claims and disputes. The CONSULTANT will disapprove or reject work which is defective and/or require special inspection or testing as may be deemed necessary to assess conformance with the Contract Documents.

Task 603 – Shop Drawing Review

Review contractor's shop drawings and other submittals for general conformance with the Contract Documents. Reviews will be completed within twenty-one (21) calendar days of CONSULTANT's receipt of the submittal. Shop drawings will be returned to the contractor with CONSULTANT's written comments and recommendations concerning their completeness under the contract document.

Task 604 – Construction Progress Meetings

Attend two (2) construction progress meetings, per site, and prepare a meeting agenda and meeting summary (unless meeting agenda/minutes are included in contractor's scope).

Task 605 – Construction Site Visits

The CONSULTANT's Engineer of Record (EOR), or designated representative, will visit the site at intervals as agreed upon in the Construction Schedule to review the construction of the Project for general conformance with Contract Documents. At a minimum, the EOR will conduct nine (9) site visits, three (3) per site, during the construction of the Project.

Task 606 – Applications for Payment

The CONSULTANT will review Applications for Payment submitted by the contractor, including updated progress schedules, and will indicate in writing to the CITY a recommendation of payment or return the application to the contractor specifying in writing the reasons for not recommending payment. The CONSULTANT's recommendation of payment will constitute a representation by the CONSULTANT to the CITY that:

1. The work has progressed to the point indicated;
2. The quality of the work is generally in accordance with the Contract Documents; and
3. The conditions precedent to the contractor's being entitled to such payment appear to have been fulfilled based on the CONSULTANT'S site observations.

In the event that the work has not progressed in accordance with the approved construction schedule, the CONSULTANT will request that the contractor submit a schedule recovery plan indicating corrective actions necessary to put the work back on schedule. The CONSULTANT shall submit the contractor's Application for Payment to the CITY within five (5) working days of receipt of the same and all pay requests shall be handled by the CONSULTANT in accordance with the Florida Prompt Payment Act.

Task 607 – Requests for Information (RFIs)

Review RFIs submitted by the contractor and provide written responses to the contractor. The CONSULTANT shall maintain an RFI log for the Project.

Task 608 – Change Orders

The CONSULTANT will review requests from the contractor for changes in Contract Price or Contract Time and provide written comments to the contractor and the CITY. If acceptable, the CONSULTANT will prepare a written Change Order to be signed by the CONSULTANT and the contractor and submitted to the CITY for approval. This task includes the review of Allowance Authorization Releases (AAR's) and contingency releases.

Task 609 – Substantial Completion

Upon written notification and receipt of a list of items to be completed/corrected from the contractor, the CONSULTANT will visit the site to determine if the work or a designated portion thereof is substantially complete. For the purpose of this task, the CONSULTANT assumes that one (1) substantial completion site visit per site will be required. When the work (or a portion thereof) is deemed to be substantially complete, the CONSULTANT will prepare a Certificate of Substantial Completion that establishes the date of Substantial Completion. The Certificate of Substantial Completion shall be accompanied by a list of items to be completed/corrected.

Task 610 – Project Close-Out

Upon written notification from the contractor that the entire work is complete, the CONSULTANT will visit the site to determine if the work is complete as required by the Contract Documents. For the purpose of this task, the CONSULTANT assumes that one (1) final completion site visit will be required. When the work is deemed to be complete by the CONSULTANT and the CITY, the CONSULTANT will review the contractor's final Application for Payment and accompanying documentation and provide a written recommendation of payment to the CITY. The CONSULTANT will issue the Final Completion Certificate. The CONSULTANT will also give written notice to the CITY and the contractor that the work is acceptable subject to the provisions of the CITY'S General Conditions.

The CONSULTANT will review contractor's as-built drawings for completeness and compliance with CITY requirements. This effort shall include the preparation of written comments for submission to the contractor based on the CONSULTANT'S review of the as-built drawings. The CONSULTANT will prepare record drawings based on the contractor's as-built data in accordance with the Utilities Standards and Specifications Manual (USSM). The CONSULTANT will submit one electronic set and three (3) signed and sealed sets of the record drawings to the CITY within 30 days of the receipt of the contractor's final as-built drawings.

C. DELIVERABLES

The CONSULTANT shall prepare and submit to the CITY, including electronic format when applicable, the following deliverables:

TASK	ACTIVITY	DELIVERABLE
102	Meetings	Meeting agenda and minutes
201	Analyze Records	Submit RFI to CITY
205	Cost Estimate	Provide preliminary EOPCC
206	Prel Design Report	Provide preliminary design report to CITY
302	Final Design	60% design drawings, consisting of one (1) full size set, one (1) half size set and one electronic copy in PDF format
302	Final Design	60% technical specifications, two (2) copies
302	Final Design	60% one (1) copy of EOPCC
302	Final Design	60%One (1) copy of a tabular summary
302	Final Design	90% design drawings, consisting of one (1) full size set, one (1) half size set and one electronic copy in PDF format
302	Final Design	90% technical specifications, two (2) copies
302	Final Design	90% one (1) copy of EOPCC
304	Tech Specs	Provide comprehensive project manual.
306	Cost Estimates	Prepare EOPCC at 60% and 90% submittals
307	Update Hazmat Plan	Update CITY's existing Hazmat Material Plan
401	FDEP Permit	Prepare and submit the FDEP permit applications and design reports necessary to obtain FDEP approval for the proposed system improvements
501	Bid Documents	Two (2) full size sets and one (1) half size set of construction plans, including one (1) signed and sealed set
501	Bid Documents	Two (2) copies of technical specifications
501	Bid Documents	Schedule of values and bid sheet
501	Bid Documents	Scope of work (separated out for advertisement)
501	Bid Documents	Supplementary and Special Conditions
501	Bid Documents	Engineer's EOPCC

501	Bid Documents	One (1) electronic copy of all bid documents in PDF format
503	Bid Addenda	Preparation of addenda and assist Procurement with addenda issuance as appropriate
504	Bid Recommendation	Provide recommendation of award to CITY
601	Pre-Constr Meeting	Prepare a meeting agenda and meeting summary
602	Contract Docs	Provide written interpretations and clarifications of Contract Documents; provide opinions concerning contractor's requests for formal decisions on claims and disputes.
603	Shop Drawings	Review contractor's shop drawings; reviews will be completed as required for this task
607	RFI's	Provide written responses to contractor for submitted RFI's; CONSULTANT shall maintain RFI log
608	Change Orders	Review change orders for review and recommendation
609	Substantial Compl	Prepare certificate of substantial completion
610	Project Close-Out	Prepare record drawings as provided by contractor's as-built drawings; submitting three (3) signed and sealed sets and one (1) electronic set of the record drawings and issuing the Final Completion Certificate

D. SCHEDULE

CONSULTANT will proceed with the services identified in this Agreement immediately upon receipt of an executed copy of this Agreement and a formal Notice-to-Proceed from the CITY. The overall project schedule shall be correlated with the CITY, and CONSULTANT shall prepare and submit Agreement deliverables in accordance with mutually agreed deadlines and schedules.

E. COMPENSATION

This Agreement establishes a not-to-exceed cost of \$81,106.83. A summary of the total project fee estimate and a breakdown of the fee estimate by site is included with this proposal. Compensation for the services performed under this Agreement shall be on an hourly, not-to-exceed basis. Reimbursable expenses incurred in connection with this Agreement will be itemized and included in monthly invoices, and are included in the not-to-exceed cost. This may include, but is not necessarily limited to, such items as reproduction, travel, communication expenses, and postage and shipping.

The CONSULTANT must submit proposed travel expenses to the CITY Project Manager for approval before the expense is incurred. Travel expenses that are incurred without prior approval may be subject to non-reimbursement.

Invoices for not-to-exceed projects shall be accompanied by time and task records for all billable hours appearing on the invoice. Additional documentation may be requested by the CITY and, if so requested, shall be furnished by the CONSULTANT to the CITY Auditor's satisfaction. In addition, all invoices shall be submitted with the Agreement number, purchase order (PO) number and the CITY Project Identification on the invoice.

F. CITY'S RESPONSIBILITIES

The CITY will provide the following information to the CONSULTANT and/or perform the following services related to the Project:

- The CITY shall provide written comments within two weeks of submittal of document.
- The CITY will pay for all permit fees.
- The CITY will provide available record drawings, technical specifications, and site reports relevant to the project, copies of permits and other related documents of all facilities of the Main WTP, the Airport WTP and the Lake Square Mall WTP.
- The CITY will assign and Project Manager to act as a main point of contact between the CITY and CONSULTANT.

G. SERVICES NOT INCLUDED

The following services are not included in the Scope of Services for the Project:

- This task order does not include services related to claims analysis or litigation support.

H. ASSUMPTIONS

The Scope of Services and Compensation arrangement outlined in this Agreement are based on the following assumptions:

- CONSULTANT has assumed that construction of the Main WTP shall commence and be concluded within the fiscal year 2013/2014 and that the final two plants, the Airport WTP and Lake Square Mall WTP, shall commence and be concluded within the fiscal year 2014/2015 and construction and bid phase services fee and project plan are reflective of these assumptions.
- CONSULTANT has assumed that the design work for all three plants will be completed in fiscal year 2013/2014.
- CONSULTANT will not proceed with work above the level of effort estimated in the attached fee schedule without prior approval from the CITY.
- CONSULTANT has confirmed that the CITY will enter into two (2) contracts for construction services. The first solicitation shall be for the Main WTP with an award anticipated in fiscal year 2014 and a second solicitation for the Airport and Mall WTP's with an award anticipated in fiscal year 2015.

THE REMAINDER OF THIS PAGE

HAS BEEN INTENTIONALLY LEFT BLANK

