

[DATE CRITICAL]

Lee County Board Of County Commissioners  
Agenda Item Summary

Blue Sheet No. 20070339-UTL

**1. ACTION REQUESTED/PURPOSE:**

Authorize Chairman to execute a Change Order #1 the to Professional Service Agreement for CN-05-02 REGIONAL WASTEWATER RESIDUALS FEASIBILITY STUDY, Contract No. 3215 with Hazen & Sawyer, P.C., in the amount of \$378,854.15, to assist with the development of an RFP and to act as the owner's representative in development of a Regional Wastewater Residuals Processing Facility.

**2. FUNDING SOURCE:** Fund – Sewer Connection Fees; Program – Capital Project; Project – Regional Sludge Handling Plant

**3. WHAT ACTION ACCOMPLISHES:**

Provides for Hazen and Sawyer to continue to provide assistance to Lee County Utilities in proceeding with site procurement, infrastructure design, traffic review, permitting requirements, design criteria, procurement documents and assistance with partnering agreements necessary to build the regional wastewater residuals processing facility.

**4. MANAGEMENT RECOMMENDATION:** Approval.

|  |   |  |
|--|---|--|
| <b>5. Departmental Category:</b> 10 - Utilities <b>CIOG</b>  |   | <b>6. Meeting Date:</b> 4-3-07   |
| <b>7. Agenda:</b><br><input checked="" type="checkbox"/> Consent<br><input type="checkbox"/> Administrative<br><input type="checkbox"/> Appeals<br><input type="checkbox"/> Public<br><input type="checkbox"/> Walk-On | <b>8. Requirement/Purpose: (specify)</b>        |  |
|  | <input type="checkbox"/> Statute                |  |
|  | <input type="checkbox"/> Ordinance              |  |
|  | <input checked="" type="checkbox"/> Admin. Code | AC-4-4   |
|  | <input type="checkbox"/> Other                  |  |
|  |   | <b>9. Request Initiated:</b><br>Commissioner<br>Department <u>Public Works</u><br>Division <u>Utilities</u><br>By: <u>Douglas L. Meurer</u> 3-20-2007<br>Douglas L. Meurer, P.E., Director |

**10. Background:**

On October 18, 2005, the Board of County Commissioners awarded and approved execution of Contract No. 3215 to Hazen and Sawyer in the amount of \$358,000.00, to provide professional services to produce a feasibility study for biosolids handling options. The study was presented to the Board on January 8, 2007. Lee County Utilities received direction to immediately start efforts to develop and construct a regional biosolids handling facility.

(CONT'D.)

**11. Review for Scheduling:**

| Department Director                 | Purchasing or Contracts             | Human Res.   | Other | County Attorney                   | Budget Services               |                               |                               |                               | County Manager/P.W. Director        |
|-------------------------------------|-------------------------------------|--------------|-------|-----------------------------------|-------------------------------|-------------------------------|-------------------------------|-------------------------------|-------------------------------------|
|                                     |                                     |              |       |                                   | Analyst                       | Risk                          | Grants                        | Mgr.                          |                                     |
| <u>J. Lavender</u><br>Date: 3-20-07 | <u>[Signature]</u><br>Date: 3-20-07 | N/A<br>Date: | Date: | <u>S. Covert</u><br>Date: 3/20/07 | <u>[Signature]</u><br>3-21-07 | <u>[Signature]</u><br>4/20/07 | <u>[Signature]</u><br>3/21/07 | <u>[Signature]</u><br>3-20-07 | <u>J. Lavender</u><br>Date: 3-20-07 |

**12. Commission Action:**

- Approved
- Deferred
- Denied
- Other

RECEIVED BY  
COUNTY ADMIN: [Signature]  
3/ 9:45 AM  
121  
COUNTY ADMIN  
FORWARDED TO: [Signature]  
3/21/07  
11:30 AM

Rec. by CoAtty  
Date: 3/20/07  
Time: 3:30 pm  
Forwarded To: Admin.  
3/21/07 5 pm

**Blue Sheet No. 20070339-UTL**

**10. Background (Cont'd.):**

Lee County Utilities has requested Hazen and Sawyer submit a proposal and scope of services to continue assisting LCU with the project. The consultant will assist with all aspects of site development, design criteria and development of design/build procurement documents and then act as owner's representative during the construction phase. Hazen and Sawyer will not be allowed to pursue participation in any design/build team in order to remain as LCU representative.

Lee County Utilities suggest a change order to the original feasibility study contract be executed to accomplish this. The original estimated fee for feasibility study services was \$358,000. Hazen and Sawyer completed the study for a fee of approximately \$215,000 for a savings of approximately \$143,345.85.

The proposed fee for Change Order #1 is for a total of \$522,200 (less \$143,345.85 savings) = \$378,854.15.

Funds are available in Account 20728948713.506510

Attachment: 1. Change Order #1 for Execution

LEE COUNTY PROFESSIONAL SERVICE/SERVICE PROVIDER AGREEMENT  
CHANGE ORDER/SUPPLEMENTAL TASK AUTHORIZATION

Change Order  
 Supplemental Task Authorization

NO.: 1

(A Change Order or Supplemental Task Authorization Requires Approval by the Department Director for Expenditures Under \$50,000 or Approval by the County Manager for Expenditures Between \$50,000.01 and \$100,000 or Approval by the Board of County Commissioners for Expenditures over \$100,000)

CONTRACT/PROJECT NAME: Regional Wastewater Residuals Feasibility Study – RFP Development and Owner’s Representative Services

CONSULTANT: Hazen and Sawyer PROJECT NO.: 7289

SOLICIT NO.: CN-05-02 CONTRACT NO.: 3215 ACCOUNT NO. \_\_\_\_\_

REQUESTED BY: Howard Wegis DATE OF REQUEST: January 2007

Upon the completion and execution of this Change Order or Supplemental Task Authorization by both parties the Consultant/Provider is authorized to and shall proceed with the following:

EXHIBIT "CO/STA-A" SCOPE OF PROFESSIONAL SERVICE: DATED: Feb. 27, 2007

EXHIBIT "CO/STA-B" COMPENSATION & METHOD OF PAYMENT: DATED: March 1, 2007

EXHIBIT "CO/STA-C" TIME AND SCHEDULE OF PERFORMANCE: DATED: March 1, 2007

EXHIBIT "CO/STA-D" CONSULTANT'S/PROVIDERS ASSOCIATED SUB-CONSULTANT(S)/SUB-CONTRACTORS: DATED: March 1, 2007

EXHIBIT "CO/STA-E" PROJECT GUIDELINES AND CRITERIA DATED: March 1, 2007

It is understood and agreed that the acceptance of this modification by the CONSULTANT/PROVIDER constitutes an accord and satisfaction.

RECOMMENDED: HW Wegis

ACCEPTED

COUNTY APPROVAL:

By: [Signature] 3-19-2007  
Department Director Date

By: [Signature]  
Consultant/Provider

By: \_\_\_\_\_  
Department Director (Under \$50,000)

By: [Signature] 3/20/07  
Contracts Management Date

Date Accepted: 3-06-07

Date Approved: \_\_\_\_\_

By: \_\_\_\_\_  
County Manager  
(Between \$50,000.01 and \$100,000)

APPROVED:

Date Approved: \_\_\_\_\_

\*County Attorney's Office Date

By: \_\_\_\_\_

\* County Attorney signature needed for over Board level expenditures only

Chairman  
Board of County Commissioners  
(Over \$100,000)  
Date Approved: \_\_\_\_\_



## EXHIBIT A

Date: February 27, 2007

### **Phase II SCOPE OF SERVICES**

for Assistance in Procurement of a Design/Build Team, and Owner's Representative Services for design and construction of a Regional Wastewater Residuals Facility

### **BASIC SERVICES**

#### **Section 1. GENERAL SCOPE STATEMENT**

The CONSULTANT shall provide and perform the following Phase II Services, which shall constitute the GENERAL SCOPE of the BASIC SERVICES under the covenants, terms, and provisions as an amendment to the original SERVICE PROVIDER AGREEMENT for which the Phase I Services were provided.

#### **Section 2. TASKS**

Pursuant to the GENERAL SCOPE of the BASIC SERVICES stated herein above, the CONSULTANT shall perform the services and/or work necessary to complete the following task(s) and/or provide the following item(s) which are enumerated to correspond to the task(s) and/or items set forth in the amended EXHIBIT "B" entitled "COMPENSATION AND METHOD OF PAYMENT" of the original SERVICE PROVIDER AGREEMENT.

#### **Background**

The COUNTY had retained the services of Hazen and Sawyer, P.C. (herein known as CONSULTANT) to provide a feasibility study for construction of a Regional Wastewater Residuals Facility. Tasks 1 through 14 of the original scope of services have been completed resulting in a report entitled "Regional Biosolids Facility Feasibility Study", dated February, 2007. Task 15 under the original scope of services and listed under "Phase II – Procurement", was reserved for the eventuality that the COUNTY would elect to pursue design and construction of such a facility and would require additional services of the CONSULTANT for assistance in procurement of a qualified design-build team and then to act as the Owner's Representative during the design and construction phases.

This scope of services amends the original scope of services in the SERVICE PROVIDER AGREEMENT dated December 7<sup>th</sup>, 2004 for project CN-05-02 REGIONAL WASTEWATER RESIDUALS FEASIBILITY STUDY. Task 15 will include subtasks necessary to prepare for and develop the technical portion of a Request for Proposal (RFP) document to be used to define the minimum requirements for the new facility, solicit bids for proposals from qualified firms, and assist in evaluation and selection of the most qualified and responsive bidder. Tasks 16, 17, and 18 have also been included to provide services during the design/build phase and after the design/build phase as deemed appropriate. The budget limits for Tasks 15 and 16 are incorporated herein and the budget limits for Tasks 17 and 18 would be negotiated once the RFP is completed.

anticipated studies required for environmental permitting by the Design-Build team will be outlined in the letter report.

15.1.2 Sub-Surface Investigations: The CONSULTANT will coordinate with, and procure the services of, a SUBCONSULTANT geotechnical engineering firm to complete a geotechnical investigation within the limits of proposed construction and produce a geotechnical report for the proposed facility and access road. This effort will include performance of the necessary laboratory testing to define the soil characteristics along with review of existing geotechnical information obtained previously by others at the site, as available from the COUNTY. For the purposes of fee estimation, it is estimated that a total of 24 soil borings will be required, including:

- Four Standard Penetration Test (SPT) borings to 50 feet within the limits of the proposed facility structure.
- Twenty SPT borings to 10 feet along the proposed route of the access road and utility piping routes. Hand augers to a 5 to 8-foot depth will be substituted in heavily wooded sections where drill rig access is not possible.
- Four SPT borings to 15 feet in the vicinity of proposed stormwater retention ponds to be used in the design of the ponds.

15.1.3 Site Survey: The CONSULTANT will coordinate with, and procure the services of, a SUBCONSULTANT surveying firm to complete a site-specific survey of the proposed construction limits.

The CONSULTANT will perform a Boundary Survey of the 330+/- acre property (Lee County Tax I.D. No. 24-44-25-00-00001.0000) from the deed of record. Property corners will be recovered or re-established with a 5/8" iron rod and cap and marked with a ribboned stake. Interior improvements will not be located except as described in the scope of services below for the Topographic Survey.

The CONSULTANT will perform a Topographic Survey within the expected limits of construction for the project (the area surrounding the proposed building and bounded on the north by the wetlands, on the south by the existing building, on the east by the property line, and on the west by the access road, along with the proposed utility piping corridor that extends from Buckingham Road up and over to the proposed building). The survey will re-establish the coordinates and elevation of at least two (2) existing permanent reference monuments to be found on the site from available past survey information and set the coordinates and elevation of a third reference monument to be located on the project site. All site elevations and dimensions will be referenced from these monuments and the monuments will be referenced in the RFP for use in the design and construction phases by the Design-Build team. Coordinates will be based on the State Plane Coordinate System and elevation will be referenced to NAVD 1988 datum. The location and reference tie for the new monument will be reviewed with the COUNTY prior to installation. The survey will include the location of above ground and visible features within the limits of construction including buildings, tanks, structures, walks, roadways, fences etc. along

with spot elevations on a 50'-100' grid depending on ground conditions. The survey scope does not include location of individual trees within dense forested areas, location of temporary facilities (trailers, port-a-lets, etc.), cross-sections or submerged surface elevations of existing ponds. Deliverables include signed and sealed copies of the Boundary Survey and Topographic Survey along with an Autocad drawing file (version 2006) and ASCII Point List.

- 15.1.4 **Steam Source and Utilities Evaluation:** The CONSULTANT will meet with appropriate staff at the Waste-to-Energy WTE facility to define the range of quality (pressure and temperature) and quantity (mass) of steam produced at the WTE facility, establish the lower limits of steam volume and minimum limits for steam quality that can be obtained from the WTE facility for use as a heat source in the new facility, and establish the location for the tie-in for the steam source and condensate return along with the size and material of the existing steam piping to be tied in. The CONSULTANT will show the recommended route and sizing for the steam supply line and condensate return to/from the new facility and the existing WTE facility on the site plan(s) produced for the RFP. Sources and routing for potable water, reclaimed water, sanitary sewer, and electrical power will also be identified and shown on the site plan(s). Results of this evaluation will be summarized in a letter report to the COUNTY.
- 15.1.5 **Coordination with Solid Waste Department:** The CONSULTANT will meet with COUNTY staff as needed for up to five meetings to provide technical assessment for questions and concerns of the Solid Waste Department. The CONSULTANT will address concerns for the existing facility/property's PSD permit, Title V permit, Power Plant Site Certification, Conditions of Certification, and provide an assessment for the impact on truck traffic at the facility (and on Lee County roadways in general). Lee County Utilities will be responsible for actual draft of any inter-department agreement that may be required to allow construction of the new facility within the property limits of the WTE site. The CONSULTANT will provide technical advice to Lee County Utilities as to the reasonable conditions of any such agreement, including the assessed value of the steam (resulting in inter-department transfer of funds for use of the steam), truck traffic estimates to the new facility, and volume of end-product expected to be produced. Meeting minutes will be taken and distributed by the CONSULTANT for any meetings attended by the CONSULTANT.
- 15.1.6 **Updated Cost Estimate:** The cost estimates provided in the feasibility report for the project will be updated based on information and decisions made for the above tasks. The revised cost estimates (one for each of the three technologies) will be submitted to the County for review and financial planning purposes.

## **15.2 Assistance in Developing Inter-local Agreements**

The CONSULTANT will attend meetings between the COUNTY and up to six potential partners that may wish to assist in either the procurement of the new facility or as a customer sending dewatered sludge to the new facility. The City of Ft. Myers, Collier County, the City of Naples, Charlotte County, City of Sanibel, and City of North Ft. Myers have been preliminarily identified as the larger municipalities most likely amenable to an inter-local agreement. The

CONSULTANT will provide recommendations for the minimum conditions that should be included in an inter-local agreement for participation in the procurement of the new facility and for the minimum conditions that should be included in an inter-local agreement to receive dewatered sludge from other municipalities. These conditions would include both financial considerations as well as minimum sludge parameters such as solids concentration and extent of stabilization. The CONSULTANT will produce a Financial Model (spreadsheet format) to help track use estimates for capital improvements and operating costs for each potential partner/customer. The COUNTY will be responsible for actual draft of any inter-local agreements and for obtaining the appropriate signatures for execution of the agreement. Meeting minutes will be taken and distributed by the CONSULTANT for any meetings attended by the CONSULTANT.

### **15.3 Assistance in Promotion of Regional End-Product Marketability**

The CONSULTANT will attend up to four workshops with COUNTY staff, government officials, and/or commercial enterprises to assist in identifying and planning and marketing for re-use of the Class AA end product from the new facility. The following efforts will be made:

- CONSULTANT will conduct telephone interviews with up to four similar sized utilities within the U.S. that are currently producing and marketing an end-product for thermally dried biosolids.
- CONSULTANT will contact up to three potential commercial enterprises that may be interested in utilizing the expected Class AA product from the new facility to produce a mixed use fertilizer.
- CONSULTANT will attend workshop with COUNTY officials to discuss the target, content, and limits of possible ordinance(s) the County could adapt to promote re-use of the end-product for new development use, parks, and roadwork. The CONSULTANT will provide model ordinances, if available, that have been used successfully in similar sized communities to use as a guide in these discussions.
- The COUNTY will identify and contact potential land owners, agricultural interests, nurseries, and/or golf courses. CONSULTANT will attend workshop with COUNTY staff, and any potential end-users that respond, to discuss the conditions that would help promote use of the product (addressing concerns for odor, quality, and delivery of the end product) and potential demand quantity that can be expected.
- CONSULTANT will attend workshop with COUNTY staff from Utilities and Solid Waste to discuss use of the product as capping material or daily cover in lieu of current soil source. Of primary importance for this discussion would be the reduction, or hopefully elimination, of tipping fees along with any shared savings in the cost of importing soil for these purposes. The CONSULTANT will provide an estimate for the cost benefit from an increased output in power production that could be achieved by burning dried biosolids in lieu of transport of the material to the land fill if the waste-to-energy facility was not at full capacity (for the incineration of waste).
- CONSULTANT will attend a summary workshop with COUNTY staff to review the gathered information and assist the COUNTY in formulating a strategy for promoting end-product re-use in the surrounding community. Conclusions from these efforts will be summarized in a letter report to the COUNTY.

#### **15.4 Assistance in Identifying Potential Additional Funding Sources**

The COUNTY will identify and contact potential local representatives that would be willing to seek state or federal funding assistance for the project. The CONSULTANT will provide technical backup to present specific reasons to justify grant funding or other sources of financial assistance for this project. The CONSULTANT will attend up to three meetings with COUNTY staff and/or government officials to assist in securing and planning for any funding assistance. Federal funding would be a primary goal for this effort along with assistance from the State's SRF program and through SFWMD cooperative funding initiative. The COUNTY would be responsible for completing grant funding applications and follow-up actions.

#### **15.5 Develop RFP Documents**

The CONSULTANT will develop the technical portions of the Request for Proposal (RFP) with corresponding performance specifications and drawings based on the final report's recommendations and as supplemented by information gathered in Tasks 15.1 through 15.2. The RFP will be developed in accordance with the delivery method recommended in the final report and as may be amended by the findings of the market research in Task 15.3. A workshop will be held with the COUNTY prior to development of the RFP to review the minimum criteria and recommendations given in the final report (Phase I report) and to decide between design/build and design/build/operate project delivery options.

The COUNTY will develop the legal requirements and risk elements of the RFP based on appropriate transfer of risk and liability to the design/build team and the COUNTY standard legal language for design/build projects. CONSULTANT will incorporate these up-front sections into the RFP as required by the COUNTY procurement staff.

Specifications will be written for up to three allowable dryer technologies (fluid bed, rotary disc steam, and rotary drum dryers) and will be written on a performance based criteria. Specifications will cover minimum requirements for capacity, backup capacity, future expansion capability, end-product quality, materials of construction, minimum support equipment requirements (storage silos, conveyance equipment, building materials, building support systems, etc.), and minimum power and control equipment requirements. Specifications will also cover level of performance for non-equipment related requirements including minimum proposer qualifications, content requirements for proposals (bid forms, backup information, etc.), project general requirements (temporary utilities, site limitations, etc.), construction and operating permit requirements, submittals, warranties, measurement and payment, shipping and handling, spare parts, final performance testing, and record drawings. Specifications will be in standard CSI format for Divisions 1 through 17 for each applicable portion of the project to provide a preliminary project definition for use in the design by the design/build team.

Performance testing criteria will be established and included in the RFP. These would include minimum goals for end-product quality (content and odor), solids concentration, dust elimination, process odor emissions, maximum power and utility consumption, solids processing capacity, and delivery milestones. The RFP will define the penalties, typically financial, that would be assessed for failure to meet performance test criteria.



Drawings will be produced to show the basic layout requirements for the site stormwater requirements, site access, site environmental sensitive area limits, site piping and utility routing, building equipment plan layouts and general elevations, and general process control diagrams. Drawings will be developed as needed to provide a preliminary project definition to solicit competitive and comparable bids.

The RFP requirements will be based on location of the facility at the waste-to-energy site, the layouts included in the final report, the expected quantity and quality of dewatered sludge delivered to the facility, and established criteria for the source of steam available at the site.

The RFP will include requirements to submit on critical life cycle cost parameters to be used in determining comparable operational and maintenance costs during the life of the facility. This could be in the form of a requirement for quotes for a unit price per ton (capital and operating) of sludge processed, from reception through disposal. The RFP will also include requirements for non-cost related factors, such as design/build team experience and qualifications, with weighted factors for capital costs, life cycle cost, and non-cost areas.

The CONSULTANT will make a draft submittal to the COUNTY of the RFP for their review and comment. The draft RFP submittal will include updated cost estimates for the three technologies specified for the facility based on the RFP developed. The COUNTY will provide their own legal review of the draft RFP to address risk transfer to the design build team and provide appropriate general conditions, bid documents, agreements, insurance forms, and bond documents. The CONSULTANT will provide limited concurrent legal review of the RFP to assure full transfer of design responsibility to the design build team.

The CONSULTANT will attend a workshop with the COUNTY to review the RFP and any comments from the COUNTY. The CONSULTANT will make corrections to the RFP (and any adjustment to the cost estimates) in accordance with the COUNTY's comments and submit a final version of the RFP and final cost estimates to COUNTY purchasing to begin procurement proceedings.

## **15.6 Assistance During the Proposal Process and Proposal Evaluation**

The CONSULTANT will provide services for participation in the RFP solicitation process and the final evaluation of the proposals received. This would include attendance at a pre-proposal meeting, addressing questions submitted by proposers in the form of addendums to be issued by the COUNTY, participation in evaluation and selection committee meetings to rank the submitted proposals on the basis of lowest bid and responsiveness of the proposals to the RFP requirements. The CONSULTANT will assist the COUNTY making recommendation for award based on weighted factors for the lowest initial capital costs, lowest life cycle costs, proposed design and construction schedule, qualifications of the design/build team, and proposed operating responsibility (County operated or design build team or third party operated).

## **TASK 16 – OWNER'S REPRESENTATIVE DURING DESIGN AND CONSTRUCTION**

These tasks include post-procurement phase services for the CONSULTANT to act as the COUNTY's engineer during the remaining design and subsequent construction of the facility to

oversee the successful proposer's (herein referred to as CONTRACTOR) progress and quality of work as it relates to the requirements in the RFP. The CONSULTANT will provide post-procurement phase services to include the following:

- 16.1 Partnering Conference:** The CONSULTANT will attend and participate in a partnering conference with the COUNTY and CONTRACTOR prior to beginning design after the notice to proceed to the CONTRACTOR. The CONSULTANT will prepare the agenda for the conference, attend the conference, and prepare minutes of the meeting covering topics discussed and decisions made. The CONSULTANT will distribute copies of the meeting minutes to all attendees within one week of the meeting date.
- 16.2 Progress Meetings:** The CONSULTANT will chair, take, and distribute meeting minutes of monthly progress meetings throughout the design and construction phases.
- 16.3 Design Submittal and Shop Drawing Review:** The CONSULTANT will receive and review CONTRACTOR submittals in a timely manner. The CONSULTANT'S review will be for conformance with the design concept and RFP requirements. The CONSULTANT will prepare and maintain a log of submittals to include submittal number, subject, date received, reviewer, action taken and date returned. This log will be presented at each progress meeting and made a part of the minutes.

The CONSULTANT will review design submittals at the 60% and 90% design level in support of on-going construction efforts. Final drawings, based on field as-built records, produced by the CONTRACTOR will be reviewed by the CONSULTANT for completeness and accuracy.

The CONSULTANT will review material and equipment submittals, shop drawings, samples and other data that the CONTRACTOR is required to submit. Such reviews will not extend to means, methods, techniques, sequences, or procedures of construction or safety program of the CONTRACTOR. If during the shop drawing process, the CONTRACTOR requests substitute materials and/or equipment, the CONSULTANT will provide a recommendation on the submittal to the COUNTY'S Project Manager. The Contract Documents will limit the number of re-submittals for a particularly submitted item to one (1) re-submittal. In addition, the CONSULTANT is assuming not more than 50 individually numbered (not including re-submittals) submittals will be received throughout the project, and that the average review will be eight (8) man-hours per submittal.

- 16.4 Schedule Review:** The CONSULTANT will review and make recommendations to the COUNTY on the acceptability of the CONTRACTOR'S design and construction schedules. The CONSULTANT will provide the COUNTY with a monthly update on design and construction schedule progress. The CONSULTANT will make recommendation of any action the CONTRACTOR may be required to take to maintain schedule.
- 16.5 Change Orders:** The CONSULTANT will consult with the COUNTY and if necessary recommend modifications to the RFP requirements when such revisions are required due to COUNTY request or as claimed by the CONTRACTOR. Change order activities

are estimated to be up to 4 change order requests requiring up to 16 man hours effort to resolve. In case of denied claims by the CONTRACTOR, the CONSULTANT would provide claims litigation assistance only if specifically approved by the COUNTY as an additional service not included in this scope.

- 16.6** Pay Request Review: The CONSULTANT will, within ten (10) days after receipt of each monthly application for payment from the CONTRACTOR, provide written notice to the COUNTY recommending payment to the CONTRACTOR, or return the request to the CONTRACTOR providing written notice of the CONSULTANT'S reason for disapproval or partial approval. Upon receipt of the CONTRACTOR'S request for final payment, the CONSULTANT will inspect and, if acceptable, submit to the COUNTY its recommendation as to acceptance of the work and as to the final payment request of the CONTRACTOR.
- 16.7** Substantial and Final Completion Inspection: The CONSULTANT will conduct one substantial completion site inspection to determine if the project is substantially complete. The inspection will result in the preparation of a CONSULTANT punch list to be delivered to the CONTRACTOR in writing for final completion. The CONSULTANT will provide a copy of the punch list to the COUNTY Project Manager in writing. The CONSULTANT will conduct one final inspection for the project to determine if the work has been completed in accordance with the Contract Documents and the punch list. Subsequent to an acceptable final inspection, the CONSULTANT will recommend, in writing, final payment to the CONTRACTOR and give written notice to the COUNTY and CONTRACTOR that the work is acceptable subject to any expressed conditions.

## **TASK 17 – RESIDENT INSPECTION SERVICES**

- 17.1** The CONSULTANT will provide a qualified Resident Project Representative (RPR) for the duration of construction phase of the project, subject to the COUNTY'S approval. The CONSULTANT'S RPR will utilize a project field office to be provided by the CONTRACTOR. The CONSULTANT will not replace the RPR without written approval of the COUNTY.
- 17.2** RPR services are expected to be needed for an estimated 60 week construction period beginning with initial foundation and underground utility construction activities related to the new facility. RPR services are assumed to be 40 hours per week for the duration of this 60 week period. RPR will be on site during all major CONTRACTOR work activities and testing.
- 17.3** RPR will perform the following tasks:
- Arrange, attend, and conduct progress meetings and other job conferences, as required.
  - Prepare, maintain, and circulate copies of meeting minutes.

- Prepare and maintain various logs and records, including but not limited to the following:
  - Action Item log
  - Shop Drawing Submittal/Approval log
  - Testing documentation
  - Request for Information log
  - Request for Proposal log
  - Proposed Change Requests log
  - Deficiency/Noncompliance Reports
  - Complaint documentation
  - Project Photos record
  - Inventory and Verification of Stored Materials
  - Contractor personnel and work activity logs
  - Weather records and lost time logs
  - Punch List
  
- Serve as COUNTY's liaison with the CONTRACTOR to assist the CONTRACTOR in understanding the intent of the RFP and permit requirements and the COUNTY's concerns during construction, and, when requested by the COUNTY, provide detailed information relative to the work in progress.
  
- Advise all parties immediately of the CONTRACTOR's commencement of any work requiring a submittal that has not been approved by the CONSULTANT.
  
- Conduct and record on-site observations of the work in progress with such frequency as necessary to verify accuracy and quality of installation and materials installed. Maintain a complete and accurate daily log of activities; fill out Daily Reports of Construction with submittal of reports to the COUNTY; take progress photos and provide in bound, dated, and noted format to the COUNTY upon request. Submit logs and photos at weekly progress meetings.
  
- Report to the COUNTY any work which is unsatisfactory or faulty, does not conform to the contract documents or permit requirements, is otherwise defective, does not meet the requirements of any inspections, tests, or approvals required, or has been damaged prior to final payment. The RPR will advise the COUNTY when work should be corrected or rejected, should be uncovered for observation, or requires special testing, inspection, or approval.
  
- Accompany visiting inspectors representing public or other agencies having jurisdiction over the project. Record the outcome of these inspections and report to the COUNTY.
  
- Consult with the CONTRACTOR in advance of scheduled tests, inspections, or start of major phases of the work. Advise COUNTY of schedules for and changes to the schedule for testing.

- Review Applications for Payment with CONTRACTOR for compliance with the established procedure for their submission.
- Keep track of quantities placed, including stored materials. Make written recommendation in relation to the schedule of values for work completed and materials stored and equipment delivered to the site but not incorporated into the work.
- Review the CONTRACTOR's Record Drawings weekly to ensure CONTRACTOR is keeping adequate records as required.
- Develop an official punch list for substantial completion. Assist the COUNTY in evaluating the completion of the work. Conduct substantial completion and final completion inspection of the work in the company of the COUNTY and other COUNTY staff as designated by the COUNTY. Prepare a final list of all items requiring completion. Verify that all items have been completed or corrected and make recommendations to the COUNTY concerning acceptance.

**17.4** The RPR will not exceed limitations for resident inspection services as above set forth herein or take any action not specifically authorized herein or by the COUNTY.

**17.5** The RPR will not undertake any of the responsibilities of the CONTRACTOR or subcontractors. The RPR will not advise on or issue directions pertaining to any aspect of the means, methods, techniques, sequences, or procedures of construction unless such is specifically called for in the Contract Documents. The RPR will not advise on or issue directions about safety precautions and programs about the Contractor's Work. However, if the RPR observes potential unsafe conditions or practices, the RPR is to bring these to the attention of the Contractor. If conditions are not addressed in a reasonable time frame, the RPR is to bring the issue to the attention of the CONSULTANT'S Project Manager and the COUNTY. The RPR will not approve any interruptions or modification of COUNTY's facilities without approval of the COUNTY.

## **TASK 18 – POST CONSTRUCTION ACTIVITIES**

These services will only be required if the COUNTY is to operate the facility following substantial completion of the project. If so, the CONSULTANT will provide the following services subsequent to substantial completion of the construction of the new facility:

**18.1** Startup and Initial Operations: The startup of the system components and system as a whole will be the primary responsibility of the CONTRACTOR. The CONSULTANT and the COUNTY will review the CONTRACTOR's startup procedures for each system prior to startup. The CONSULTANT will observe the CONTRACTOR's startup and initial operation to verify the design intent has been satisfied. The CONSULTANT will advise the COUNTY of any observed startup and operating problems and any suggested corrective actions to be performed by the CONTRACTOR.

**18.2** Equipment Training: The CONTRACTOR will coordinate with the equipment vendor's to provide operations training for the new facility. The CONSULTANT will review

CONTRACTOR's prepared training materials in advance of the training, and the coordination of the timing of the training between the CONTRACTOR and the COUNTY's operations staff in advance of the training. Such training will take place after the approval of the O&M Manual for the equipment, but prior to the actual start-up of the equipment.

- 18.3** Operation and Maintenance Training: The CONTRACTOR will plan, organize, and coordinate presentations for the on-site operator training. The RPR will specify a minimum quality and content for the training as well as the preparation and submittal for CONSULTANT approval of a draft agenda and draft training material. Where vendor training is lacking, incomplete, or inaccurate, the CONSULTANT will require the CONTRACTOR to modify the training. All training will be videotaped / recorded by the CONTRACTOR with a copy provided to operations for training of future staff.
- 18.4** Operations Monitoring: For a 4 month period following substantial completion of construction, the CONSULTANT will schedule the equivalent of one-half day (4 hours) per week in the first month and one (1) day per month for the next three (3) months to visit the site to review operating and maintenance procedures with COUNTY staff and to assure that the facilities are performing in accordance with the design intent. The CONSULTANT will prepare monthly reports during this time denoting compliance and/or deficiencies in performance based upon the information gathered during the site visits. CONSULTANT will recommend corrective actions if and when required during this period.
- 18.5** O&M Manual Revisions: CONSULTANT will obtain updates or revisions to the equipment O&M Manual from the CONTRACTOR or manufacturers, as necessary, to accommodate actual operations and maintenance experience with the new equipment.

CHANGE ORDER AGREEMENT No.  
 SUPPLEMENTAL TASK AUTHORIZATION No. 2\_

EXHIBIT "CO/STA-B"

Date: 3/1/07

COMPENSATION AND METHOD OF PAYMENT

for Regional Wastewater Residuals RFP Development and Owner's Representative Services

(Enter Project Name from Page 1 of the  
Change Order or Supplemental Task Authorization)

SECTION 1.00 CHANGE(S) IN COMPENSATION

The compensation the CONSULTANT, or SERVICE PROVIDER, shall be entitled to receive for providing and performing the supplemented, changed or authorized services, tasks, or work as set forth and enumerated in the Scope of Services set forth in this CHANGE ORDER OR SUPPLEMENTAL TASK AUTHORIZATION AGREEMENT, Exhibit "CO/STA-A", attached hereto shall be as follows:

NOTE: A Lump Sum (L.S.) or Not-to-Exceed (N.T.E.) amount of compensation to be paid the CONSULTANT should be established and set forth below for each task or sub-task described and authorized in Exhibit "S/COA-A". In accordance with Professional Services Agreement Article 5.03(2) "Method of Payment", tasks to be paid on a Work-in-Progress payment basis should be identified (WIPP).

| Task Number  | Task Title  | Amount of Compensation | Indicate Basis of Compensation LS or NTE | If Applicable Indicate (W.I.P.P.) |
|--------------|---|------------------------|--|-----------------------------------|
| 1-14         | Feasibility Study                                   | (\$143,345.85)         | NTE                                      |                                   |
| 15           | Biosolids Facility RFP Preparation & Development    | \$378,700              | NTE                                      |                                   |
| 16           | Owner's Representative During Design & Construction | \$143,500              | NTE                                      |                                   |
| 17           | Resident Inspection Services                        | TBD                    | TBD                                      |                                   |
| 18           | Post Construction Activities                        | TBD                    | TBD                                      |                                   |
| <b>TOTAL</b> |   | <b>\$378,854.15</b>    | <b>LS</b>                                |                                   |

(Unless list is continued on next page)

Section 2. ADDITIONAL SERVICES

The COUNTY shall compensate the CONSULTANT for such ADDITIONAL SERVICES as are requested and authorized in writing for such amounts or on such a basis as may be mutually agreed to in writing by both parties to this Agreement. The basis and/or amount of compensation to be paid the CONSULTANT for ADDITIONAL SERVICES requested and authorized in writing by the COUNTY shall be as set forth in Article 3.11 of this Agreement.

Should it be mutually agreed to base compensation for ADDITIONAL SERVICES on an hourly rate charge basis for each involved professional and technical employee's wage rate classification, the applicable hourly rates to be charged are as set forth and contained in ATTACHMENT NO. 1 hereto dated March 1, 2007, entitled "CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE".

Section 3. REIMBURSABLE EXPENSES AND COSTS

When the CONSULTANT'S compensation and method of payment is based on an hourly rate for professional and/or technical personnel, the CONSULTANT shall, in addition to such hourly rates as are set forth in Attachment No. 1 hereto, be entitled to reimbursement of out-of-pocket, non-personnel expenses and costs as set forth in ATTACHMENT NO. 2 hereto dated March 1, 2007, entitled "NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS".



ATTACHMENT NO. 1 TO EXHIBIT B

Date: March 1, 2007

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE \*\*\*

for Regional Wastewater Residuals RFP Development and Owner's Representative Services

CONSULTANT OR SUB-CONSULTANT NAME: Hazen and Sawyer, P.C.

(A separate Attachment No. 1 should be included for each Sub-Consultant)

| (1)<br>Project Position or Classification<br>(Function to be Performed) | (2)<br>Current Direct*<br>Payroll Average<br>Hourly Rate | (3)<br>Multiplier** | (4)<br>Hourly Rate<br>To Be Charged<br>(Column 2x3) |
|---|--|---------------------|---|
| Vice Pres. Project Director   | \$58.18  | 3.3                 | \$192   |
| Sr. Associate, Project Manager  | \$52.12  | 3.3                 | \$172   |
| Vice Pres. QA/QC Engineer   | \$58.18  | 3.3                 | \$192   |
| Associate   | \$46.97  | 3.3                 | \$155   |
| Sr. Principal Engineer  | \$42.12  | 3.3                 | \$139   |
| Principal Engineer  | \$38.18  | 3.3                 | \$126   |
| Engineer  | \$32.12  | 3.3                 | \$106   |
| Assistant Engineer  | \$29.09  | 3.3                 | \$ 96   |
| Sr. CADD Designer   | \$28.79  | 3.3                 | \$ 95   |
| RPR   | \$34.85  | 3.3                 | \$ 115  |
| Administration Support  | \$20.00  | 3.3                 | \$ 66   |

\*NOTE: Direct Payroll hourly rate means the actual gross hourly wage paid.

\*\*NOTE: Indicate applicable multiplier for indirect personnel costs, general administrative and overhead costs, and profit.

\*\*\*NOTE: A separate personnel hourly rate schedule should also be attached for each Sub-Consultant listed in Exhibit "D".



CHANGE ORDER AGREEMENT No. 1  
or  
 SUPPLEMENTAL TASK AUTHORIZATION No. \_\_\_\_\_

**SECTION 2.00 SUMMARY OF CHANGE(S) IN COMPENSATION**

Pursuant to and in consideration of the change(s) in the Scope of Professional Services set forth in the CHANGE ORDER or AGREEMENT, Exhibit "CO/STA-A", the compensation the COUNTY has previously agreed to pay to the CONSULTANT, or SERVICE PROVIDER, as set forth in Exhibit "B" of the Professional Services Agreement, or Service Provider Agreement, shall be changed to be as follows:

| Section/<br>Task<br>Number | Section/Task<br>Name                           | Compensation<br>In the Basic<br>Agreement | Adjustment(s)<br>by Previous<br>CO or STA<br>Nos. _____ | Adjustment(s)<br>Due to this<br>CO or STA | Summary of<br>Changed<br>Compensation |
|----------------------------|--|---|---|---|---------------------------------------|
| Tasks 1 - 14               | Feasibility Study                              | \$358,000.00                              | 0.00  | (\$143,345.85)                            | \$214,654.15                          |
| Tasks 15 - 16              | RFP Development<br>and Owner's Rep<br>Services |   |   | \$522,200.00                              | \$522,200.00                          |
|                            |  |   |   |   |                                       |
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|                            |  |   |   |   |                                       |
|                            |  |   |   |   |                                       |
|                            |  |   |   |   |                                       |
| TOTAL                      |  | \$358,000.00                              |   | \$378,854.15                              | \$736,854.15                          |

TIME AND SCHEDULE OF PERFORMANCEfor Regional Wastewater Residuals RFP Development and Owner's Representative Services

This EXHIBIT C establishes times of completion for the various phases and tasks required to provide and perform the services and work set forth in EXHIBIT "A" of this Agreement. The times and schedule of performance set forth hereinafter is established pursuant to Article 6.00 of this Agreement.

| Phase and/or Task Reference As Enumerated in EXHIBIT "A" | NAME OR TITLE Of Phase and/Task                        | Number Of Calendar Days For Completion Of Each Phase And/or Task | Cumulative Number Of Calendar Days For Completion From Date of Notice to Proceed |
|--|--|--|--|
| 15   | BIOSOLIDS FACILITY RFP PREPARATION AND DEVELOPMENT     | 240 days   | 240 days   |
| 16   | OWNER'S REPRESENTATIVE DURING DESIGN AND CONSTRUCTION  | 720 days   | 960 days *   |
| 17   | RESIDENT INSPECTION SERVICES (concurrent with Task 16) | 420 days   | 960 days *   |
| 18   | POST CONSTRUCTION ACTIVITIES                           | 120 days   | 1,080 days   |

\* Number of days for these tasks will depend on Design/Build team's proposed design and construction schedule. It was assumed that design / construction would be 24 months, of which, RPR services would be required for 14 of those months.

EXHIBIT D

Date: March 1, 2007

CONSULTANT'S ASSOCIATED SUB-CONSULTANT(S) AND SUBCONTRACTOR(S)

for Regional Wastewater Residuals RFP Development and Owner's Representative Services

CONSULTANT has identified the following Sub-Consultant(s) and/or SubContractor(s) which may be engaged to assist the CONSULTANT in providing and performing services and work on this Project:

(If none, enter the word "none" in the space below.)

| Service and/or Work to be Provided or Performed | Name and Address of Individual or Firm   | Disadvantaged, Minority or Women Business Enterprise. (If Yes, Indicate Type) |    |      | Sub-Consultant Services are Exempted from Prime Consultant's Insurance Coverage |    |
|---|--|---|----|------|---|----|
|   |  | Yes   | No | Type | Yes   | No |
| Environmental Assessment, Civil Work            | TKW Consulting Engineers, Inc.<br>5621 Banner Drive<br>Fort Myers, FL 33912                  | X   |    | W    |   | X  |
| Survey Work                                     | EF Gaines Surveying Services, Inc.<br>Fort Myers, FL   | X   |    | M    |   | X  |
| Geotechnical Work                               | Ardaman & Assoc.<br>9970 Bavaria Rd.<br>Ft. Myers, FL 33913                                  |   |    |      |   | X  |
| Legal Review                                    | Moye, O'Brien, O'Rourke, Pickert, and Martin<br>800 South Orlando Ave.<br>Maitland, FL 32751 |   |    |      | X   |    |

PROJECT GUIDELINES AND CRITERIA

for Regional Wastewater Residuals RFP Development and Owner's Representative Services

The COUNTY has established the following Guidelines, Criteria, Goals, Objectives, Constraints, Schedule, Budget and/or Requirements which shall serve as a guide to the CONSULTANT in performing the professional services and work to be provided pursuant to this Agreement:

(If none, enter the word "none" in the space below)

Item No. 1

NONE