

Work Authorization No. HS0760
North Regional Wastewater Treatment Plant Generator No. 4 Replacement
Under
Agreement between Broward County and Hazen and Sawyer P.C.
for
General Consultant Services for Water and Wastewater Services

1. This Work Authorization is issued pursuant to the Agreement between Broward County (hereinafter referred to as "COUNTY") and Hazen and Sawyer, P.C. for General Consultant Services for Water & Wastewater Services (hereinafter "the Agreement"), which was approved by the Board of County Commissioners on June 24, 2008.

2. This Work Authorization permits Hazen and Sawyer, P.C. (hereinafter referred to as "CONSULTANT") to provide the services described in Exhibit "A" to this Work Authorization. These services are authorized pursuant to Article 3 of the Agreement.

3. Compensation and Method of Payment.

3.1 Payment for the services authorized by this Work Authorization shall be in accordance with Article 5 of the Agreement and the agreed method of compensation shall be as follows:

Maximum Amount Not-To-Exceed Compensation. COUNTY agrees to pay CONSULTANT as compensation for performance of all services set forth in Exhibit "A" to this Work Authorization, and as required under the terms of the Agreement, Salary Costs as described in Section 5.2 of the Agreement, up to a maximum amount not-to-exceed **Three Hundred Ninety Eight Thousand One Hundred Ninety Two Dollars (\$398,192.00)** for Tasks 1 through 6, and **Ten Thousand Dollars (\$10,000)** for Task 7, and to reimburse CONSULTANT for Reimbursables as described in Section 5.3 of the Agreement, up to a maximum amount not-to-exceed **Nine Thousand Dollars (\$9,000.00)**, for a total maximum amount not-to-exceed **Four Hundred Seventeen Thousand One Hundred Ninety Two Dollars (\$417,192.00)**. It is understood that the method of compensation is that of "maximum amount not-to-exceed" which means that CONSULTANT shall perform all services set forth herein for total compensation in the amount of or less than that stated above. The maximum hourly rates payable by COUNTY for each of CONSULTANT's employee categories shall be as shown on Exhibit "A" to the Agreement.

Lump Sum Compensation. COUNTY agrees to pay CONSULTANT as compensation for performance of all services set forth in Exhibit "A" to this Work Authorization, as required under the terms of the Agreement, a Lump Sum of \$_____. It is understood that

the method of compensation is that of Lump Sum which means that CONSULTANT shall perform all services set forth herein for total compensation in the amount stated above. The maximum hourly rates payable by COUNTY for each of the CONSULTANT's employee categories shall be as shown on Exhibit "A" to the Agreement.

3.2 Payments for this Work Authorization shall be charged against:

Budget No. 4620-126-9196-6510

- 3.3 If this box is checked, COUNTY shall pay CONSULTANT within thirty (30) calendar days from receipt of CONSULTANT's proper statement, as defined by COUNTY's Prompt Payment Ordinance, ninety percent (90%) of the total shown to be due on such statement. When the services to be performed on each phase of the Project are fifty percent (50%) complete and upon written request by CONSULTANT and written approval by the Contract Administrator that the Project is progressing in a satisfactory manner, the Contract Administrator, in his or her sole discretion, may authorize that subsequent payments for each phase may be increased to ninety-five percent (95%) of the total shown to be due on subsequent statements. No amount shall be withheld from payments for reimbursables or for services performed during the construction phase. Upon CONSULTANT's satisfactory completion of each phase and after the Contract Administrator's review and approval, COUNTY shall remit to CONSULTANT that ten percent (10%) or five percent (5%) portion of the amounts previously withheld. Final payment for the Project must be approved by the Director of the Broward County Purchasing Division.

4. All services to be performed pursuant to this Work Authorization shall be completed within 870 calendar days of the issuance of the Notice to Proceed ("Time for Performance").

- 4.1 If this box is checked, liquidated damages shall be applicable. In the event CONSULTANT fails to complete the services identified in Exhibit "A" to this Work Authorization, on or before the Time for Performance set forth in section 4 above, CONSULTANT shall pay to COUNTY the sum of \$ _____ for each calendar day after the applicable Time for Performance, plus approved time extensions thereof, until completion of the project. These amounts are not penalties but are liquidated damages to COUNTY for its inability to proceed with, and complete, the Project in a timely manner pursuant to the agreed upon Project Schedule. Liquidated damages are hereby fixed and agreed upon by the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by COUNTY as a consequence of such delay, and both parties desiring to obviate any question or dispute concerning the amount of said damages and the cost and effect of the failure of CONSULTANT to complete the services within the

applicable Time for Performance. This provision shall not affect the rights and obligations of either party as set forth in Section 10.7 of the Agreement.

5. CBE Goals

5.1 In an effort to assist COUNTY in achieving its overall goal as set forth in the Agreement, CONSULTANT agrees to meet the following CBE participation goals by utilizing the CBE firms for the work and dollar values described in subsection 5.2: 22%.

5.2 In performing services for this Project, COUNTY and CONSULTANT hereby incorporate CONSULTANT's participating CBE firms, addresses, scope of work, and dollar value identified in the Schedule of CBE Participation (attached hereto and incorporated herein as Exhibit "B").

6. The terms and conditions of the Agreement are hereby incorporated into this Work Authorization. Nothing contained in this Work Authorization shall alter, modify, or change in any way the terms and conditions of the Agreement.

[Remainder of This Page Is Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Authorization on the respective dates under each signature: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the 28 day of February, 2012, and Hazen and Sawyer PC signing by and through its V. President, duly authorized to execute same.

COUNTY

ATTEST:

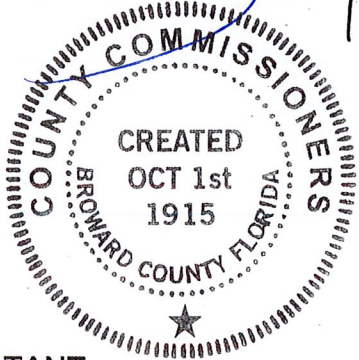
[Signature]
For Broward County Administrator, as Ex-officio Clerk of the Broward County Board of County Commissioners

BROWARD COUNTY, by and through its BOARD OF COUNTY COMMISSIONERS

By [Signature] Mayor
28 day of February, 2012

Approved as to Insurance Requirements by RISK MANAGEMENT DIVISION

By [Signature] 10/13/11
Risk Management Division
Perez Alexander, SPC III



CONSULTANT

ATTEST:

[Signature]
Corporate Secretary
Patrick A. Davis
(SEAL)



Hazen and Sawyer, PC
By [Signature]
President or Vice President
Gary W. Bors, Vice President
(Print Name & Title)

5th day of October, 2011

EXHIBIT "A"

SCOPE OF SERVICES

GENERATOR NO. 4 REPLACEMENT

BCWWS PROJECT NO. 9196 WORK AUTHORIZATION HS0760

August 11, 2011

PREAMBLE

CONSULTANT shall provide professional engineering services to **COUNTY** under the General Consultant Services for Water and Wastewater Services Agreement (RLI No. 20060911-0-EED-1) for the design and construction management services related to the replacement of Generator No. 4 in the existing electrical building at NRWTP.

The replacement of Generator No. 4 will include the following elements:

- Demolition of the existing generator, louver, supporting wall, exhaust, silencer, and ductwork, day tank, and interior fuel piping
- Replacement of the generator, louver, supporting wall, exhaust, silencer, ductwork, and day tank and interior fuel piping
- Reconnection of bulk feed to the proposed day tank (the bulk supply today tank no. 4 was previously rerouted under separate project. Fuel line will be shared between two day tanks (Nos. 4 and 2) now.)
- Demolition and replacement of conduits and wiring
- Modifications to the existing motor control center (MCC)

It is assumed that the existing bulk fuel storage will not be replaced under this project. It is also assumed that the existing HVAC system will not be significantly modified under this project.

The scope of work provided herein describes the services required for the design, permitting, bidding and construction oversight required for the replacement of Generator No. 4 and appurtenances.

SCOPE OF WORK

TASK 1 – PROJECT INITIATION

Subtask 1 – Project Kickoff

CONSULTANT shall conduct one site visit to assess the construction requirements for the replacement of Generator No. 4. **COUNTY** shall attend the visit with **CONSULTANT**. **CONSULTANT** shall prepare a summary list of items regarding generator no. 4 discussed during the site visit and submit to **COUNTY** for **COUNTY**'s approval.

TASK 2 – PRELIMINARY DESIGN

CONSULTANT shall investigate the potential of introducing a dual fuel feed (natural gas and diesel) system to the generators at NRWTP, for purposes of reliability. **CONSULTANT** shall prepare a conceptual design and budgetary cost estimate for a dual storage/feed system as well as for a bulk diesel/feed storage facility. **CONSULTANT** shall submit a technical memorandum with the summary cost comparison to **COUNTY** for review. **CONSULTANT** shall incorporate **COUNTY**'s comments and conclusions and distribute the technical memorandum.

The design of the fuel feed facilities (natural gas and/or diesel) will not be considered part of this design effort and will be processed as a separate work authorization.

TASK 3 – DETAILED DESIGN

Based on the site visit summary approved by the **COUNTY**, **CONSULTANT** shall prepare construction contract documents including bidding documents, general and supplementary conditions, technical specifications and drawings that detail the character and extent of the project.

At each design milestone as identified in Subtasks 1 and 2, **CONSULTANT** shall provide **COUNTY** with one unbound copy and one electronic copy (PDF format) of construction contract documents for that milestone. **CONSULTANT** shall meet with **COUNTY** to receive and discuss **COUNTY**'s review comments. **CONSULTANT** shall incorporate into the construction contract documents the review comments of **COUNTY** as required. Meeting notes shall be prepared by **CONSULTANT** and distributed electronically to attendees.

Subtask 1 – 50% Design

The 50% design milestone submittal shall consist of preliminary drawings (11-inch by 17-inch) for general, civil, mechanical, structural, architectural, instrumentation, and electrical disciplines. Draft technical specifications (Divisions 1 – 17) shall also be included in the submittal. Twenty calendar days of review time for **COUNTY** have been provided for in **CONSULTANT**'s time of performance.

Subtask 2 – 90% Design

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

Subtask 3 – Preparation of Probable Construction Cost Estimate

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

At the 50% design milestone, **CONSULTANT** shall provide a budget level opinion of probable cost as defined by the Association for Advancement of Cost Engineering International (AACE

.International). An estimate of this type is normally expected to be accurate within +30% and -15%.

At the 90% design milestone, **CONSULTANT** shall provide a definitive level opinion of probable cost (+15%, -5%) as defined by AACE International.

Subtask 4 – Final Check Documents (Purchasing Review Submittal)

CONSULTANT shall provide **COUNTY** with four (4) copies of construction contract documents that incorporate final comments received from **COUNTY** during the 90% design review meeting and information required from the **COUNTY** to finalize the front end documents. Two (2) sets of specifications will be provided by **CONSULTANT** in a three-ring binder. This task will be completed within twenty calendar days from receipt of the required information from the **COUNTY**.

TASK 4 – PRE-BID PERMITTING

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

State of Florida Department of Environmental Protection Department (FDEP) – Notification/Wastewater Permit Application

CONSULTANT shall prepare and submit FDEP documentation.

Broward County Environmental Protection and Growth Management Division (BC EPGMD) - Application to Construct a Wastewater Plant Modification

CONSULTANT shall prepare and submit documentation to BC EPGMD.

City of Pompano Beach Building Department

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

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

TASK 5 – BIDDING AND AWARD

The purpose of this task is to provide bidding and award services as follows:

Subtask 1 – Preparation of Final Bid Documents

CONSULTANT shall make final revisions to the documents based on review comments received by permitting agencies and the **COUNTY** Purchasing Department. **CONSULTANT** shall reproduce construction contract documents to provide copies requested by potential bidders and six sets to the **COUNTY**.

Subtask 2 – Pre-Bid Conference and Job Walk Through

CONSULTANT shall attend one pre-bid conference and job walk through prior to the advertised bid date. **CONSULTANT** shall prepare meeting minutes and distribute to attendees.

Subtask 3 – Issue Bid Documents and Addenda

CONSULTANT shall reproduce and distribute bid documents to construction contractors requesting documents. **CONSULTANT** can charge a reasonable fee to potential bidders and others that request bid documents. **CONSULTANT** will maintain a list of plan holders. **CONSULTANT** shall provide timely responses to the inquiries of potential bidders through written addenda. These queries shall be transmitted to the **COUNTY** by **CONSULTANT**. **CONSULTANT** shall prepare and distribute addenda as approved by **COUNTY**. **CONSULTANT's** compensation has been based on issuing two addenda.

Subtask 4 – Bid Evaluation

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

Subtask 5 – Preparation of Contract Documents for Execution

CONSULTANT shall provide eight sets of bid documents and addenda for execution by **COUNTY** and Construction Contractor within seven calendar days of request by **COUNTY**.

TASK 6 – CONSTRUCTION MANAGEMENT SERVICES

CONSULTANT shall perform the following tasks associated with office administration and field observation activities related to the construction of the project.

Subtask 1 – Assistance to Contractor for Procuring Agency Permit and Approval

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

Subtask 2 – Construction Oversight Services

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

General Management – **CONSULTANT** shall provide necessary services for the management of the project during the construction phase. Such management activities shall include limited coordination and general correspondence with the **COUNTY**, Construction Contractor and subcontractors as well as handling and processing of submittals. This task also includes requests for contract interpretations and clarifications required by the Contractor which do not result in the submittal of formal Requests for Information. For purposes of estimating the level of effort associated with this task, four hours per month for a period of 10 months are anticipated. Although the construction duration is limited to 9 months, it is anticipated that approximately one month will pass between the Contractor's initial Notice to Proceed and the Notice to Proceed for Construction.

Contract Interpretations and Clarifications – **CONSULTANT** shall log requests for information and issue necessary technical interpretations and clarifications of the Construction Contract Documents in a timely manner. For purposes of estimating level of effort associated with this sub task, it is assumed that 8 requests for information will be addressed by **CONSULTANT**. Non-technical administrative interpretations will be issued by **COUNTY**.

Change Orders - **CONSULTANT** shall provide technical input for requests for routine project cost and/or schedule changes from the Contractor. Changes may be the result of unforeseen conditions or interferences arising during routine progress of work or additional improvements requested by **COUNTY** after the project bid date. **CONSULTANT** shall evaluate the impact of the change request in terms of project cost and schedule. **CONSULTANT** shall prepare a recommendation of the change order request and if accepted, a statement noting that the requested cost / schedule impacts are fair and reasonable. **CONSULTANT'S** analysis of the change request shall be forwarded to **COUNTY** for processing. This Scope of Services has been based upon the preparation of two Requests for Proposal and two change orders. It is noted that **CONSULTANT'S** Scope of Services does not include claims analysis or litigation support.

Subtask 3 – Submittal Review

CONSULTANT shall perform the submittal review tasks detailed below.

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

knowledge, information and belief, the quality of construction is in substantial accordance with the Contract Documents; subject to an evaluation of construction upon substantial completion, to the results of any subsequent tests called for in the Contract Documents, and any qualifications stated in the recommendation; and that the Contractor is due the amount recommended. For the purposes of estimating the level of effort associated with this subtask, it is assumed that the **CONSULTANT** shall review 10 pay requests.

Shop Drawings – **CONSULTANT** shall log, track, review and process shop drawings and any other submittals which the Construction Contractor is required to submit within twenty-one working days of receipt of the submittal except for special items requiring longer review time if so noted in the Construction Contract Documents. The review shall be for conformance with the design intent and compliance with the information presented in the Construction Contract Documents. **CONSULTANT** shall determine the acceptability of materials and equipment proposed by the Construction Contractor. This Scope of Services has been based upon the review and processing of a maximum of 24 submittals, including resubmittals.

Subtask 4 – Construction Meetings

CONSULTANT shall attend meetings as follows:

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

Construction Progress Meetings – Once per month (up to a maximum of 9 meetings), **CONSULTANT's RPR** shall conduct a progress meeting with the Construction Contractor and the **COUNTY** to review project status and identify issues that may affect the project schedule. **CONSULTANT** shall provide **COUNTY** with a written summary of each progress meeting which will be distributed electronically to the attendees, including updated versions of submittal and RFI logs.

Subtask 5 – Field Observation Services

The **CONSULTANT** shall provide a part-time Resident Project Representative (RPR) to provide field observation services of the proposed Work. This Scope of Services has been based upon a part-time observation (24 hours per week) for nine months. The RPR will perform the following duties and responsibilities:

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

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

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

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

Subtask 6 – On-Site Startup Services

CONSULTANT shall monitor startup activities and shall participate during the startup phase of the project. Participation shall include but not be limited to: generator operation, electrical and instrumentation terminations; review of as-built documentation prior to startup; coordination of new signals with existing SCADA system; and tuning during startup. This Scope of Services has been based upon a maximum of one week full time onsite participation.

Subtask 7 - Specialty Discipline Site Reviews

CONSULTANT shall undertake periodic site reviews sufficient for all Engineers of Record to certify completion of the project for each discipline. The following estimated hours are assumed for specialty site reviews over the duration of the construction project:

- | | |
|-------------------|---------|
| o Mechanical | 8 hours |
| o Electrical | 8 hours |
| o Instrumentation | 8 hours |
| o Structural | 8 hours |

Subtask 8 – Witness Testing

NOT USED

Subtask 9 – Project Closeout

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

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

Subtask 10 – Record Drawings

CONSULTANT shall prepare and distribute to the **COUNTY** within thirty (30) days of the date of receipt of marked-up, red-lined field drawings from the Construction Contractor and **COUNTY**, two sets of 22” x 34” signed and sealed prints. **CONSULTANT** shall also deliver the AutoCAD electronic version of the record drawings on compact disk. The record drawings shall incorporate those changes made during the construction process, based on the marked-up prints, drawings and other data furnished by the Construction Contractor and **COUNTY** to **CONSULTANT**.

TASK 7 – OPTIONAL ADDITIONAL SERVICES

CONSULTANT shall assist the **COUNTY** as required to address issues that may arise from outside agencies during the design, permitting, and bid/award. These services shall be related to this Scope of Services and may include any of the following:

- Additional permits that may be required for the project over and above those listed under Task 3.
- Additional upgrades or modifications at the site requested by **COUNTY**.

CONSULTANT shall further provide as required construction management services if the construction duration extends beyond a period of nine months for Substantial Completion or if the estimated level of effort associated with previous tasks is exceeded. These services shall be related to this Scope of Services and may include any of the following:

- Additional meetings and/or submittals to the Building Department as described in Task 6, Subtask 1.
- Submittal review in excess of the anticipated number of submittals described in Task 6, Subtask 3.
- Construction administration activities described in Task 6, Subtask 2.
- Field observation services as described in Task 6, Subtask 5.
- Special Inspector services if requested by the City of Pompano Beach Building Department.

Services provided under Task 7 shall be billed on an hourly basis up to an amount of \$10,000. Services performed under this task must be initiated by a separate authorization from the Contract Administrator.

Time of Performance

The estimated schedule for activities to be performed under this scope of services is presented below.

	Time
Design Phase Services	180 days
Purchasing Review	60 days
Bid/Award Services	180 days
Limited CMS	
Contractor's First NTP to Construction NTP	90 days
Construction NTP to Substantial Completion	270 days

Substantial Completion to Final Completion	30 days
Record Drawings	60 days
Total	870 days

Key Assumptions

- A single construction bid package shall be prepared with no owner furnished equipment.
- **COUNTY** will provide a single version of their Front End documentation that can be modified electronically. Any changes to the standard language or format of the Front End required prior to Bid will be completed by **COUNTY**.
- The Construction Period is anticipated to last approximately nine months from the Contractor's construction Notice-to-Proceed to Substantial Completion.
- The **COUNTY** shall perform all required modifications to Operations and Maintenance Manual.
- The **CONSULTANT** shall not be responsible for the acts or omissions of any Construction Contractor, any construction subcontractor or any other person (except **CONSULTANT's** own employees, subconsultants or other agents) at the project site.
- The **CONSULTANT** shall not be responsible for Construction Contractor's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto. **CONSULTANT** shall issue all technical instructions to the Construction Contractor and shall interpret all technical requirements of the Construction Contract documents.
- **CONSULTANT** shall pay for tests referenced in Paragraph 49 of Section 00800 of the General Conditions up to an allowance of \$2,000. The RPR shall coordinate all testing requirements with the Construction Contractor.
- **CONSULTANT** shall pay all permitting fees required up to an allowance of \$5,000. Permit fees exceeding this allowance shall be paid by **COUNTY**.



LETTER OF INTENT

To Utilize a County Business Enterprise (CBE) Subcontractor/Subconsultant

From: Hazen and Sawyer, P.C.
(Name of Proposer/Bidder)

To: BCWWS

Project Description: HS0760 – Generator No. 4 Replacement

In response to Broward County's RLI/Bid No. RLI 20060911-0-EED-1, the undersigned hereby agrees to utilize the CBE firm listed below, if awarded the contract. The undersigned further certify that the firm has been contacted and properly apprised of the projected work assignment(s) upon execution of the contract with Broward County.

Name of Firm: Hillers Electrical Engineering, Inc
(Proposed CBE Subcontractor/Subconsultant)

Work Assignment:
Electrical inspections

Percentage of Prime's Contract Fees to be awarded: \$90,772 (for salary costs)
(Dollar Amount or Percentage %)

Patrick A. Davis
(Signature of Authorized Rep.) Patrick A. Davis, Vice President
10/5/11
(Date)

Subscribed and sworn to before me this 5th day of October 2011

Annie A. Brown
(Notary's Signature) Annie A. Brown
(Notary Seal)
ANNIE A. BROWN
MY COMMISSION # EE 052067
EXPIRES: February 28, 2015
Bonded thru Notary Public Underwriters

(ACKNOWLEDGEMENT BY THE PROPOSED CBE FIRM)

The undersigned intends to perform work in connection with the above Contract as (check one) an individual a partnership x a corporation a joint venture. The undersigned agrees with the prime contractor's/consultant's proposal and further certifies that all information provided herein is true and correct.

V. Hiller
(Signature of Owner)
10/5/2011
(Date)

Subscribed and sworn to before me this 5th day of October, 2011.

Jacki Usher-Yasin
(Notary's Signature)
(Notary Seal)

JACKI USHER-YASIN
MY COMMISSION # DD976281
EXPIRES March 29, 2014
FloridaNotaryService.com
(407) 398-0153

**Broward County Water and Wastewater Services
 General Professional Consultant Services
 Work Authorization No. HS0760
 Generator No. 4 Replacement
 August 11, 2011**

Work Element	Vice President	Associate	Principal	Professional	Designer/ Drafter	Support	Total Hours	Labor Cost
Task 1 - Project Initiation	0	8	0	8	8	4	28	\$3,720
Subtask 1 - Project Initiation		8		8		4	28	\$3,720
Task 2 - Preliminary Design		40	24		40	4	108	\$15,480
Task 3 - Detailed Design	12	148	240	116	462	22	1000	\$130,370
Subtask 1 - 50% Design	8	78	130	52	234	8	510	\$67,040
Subtask 2 - 90% Design	4	52	78	52	208	8	402	\$51,560
Subtask 3 - Preparation of Probable Construction Cost Estimate		10	12	12		2	36	\$5,030
Subtask 4 - Final Check Documents (Purchasing Review Submittal)		8	20		20	4	52	\$6,740
Task 4 - Pre-Bid Permitting		8		60	40	8	116	\$14,000
Task 5 - Bidding and Award	0	44	0	120	80	16	260	\$33,180
Subtask 1 - Preparation of Final Bid Documents		16		32	40	4	92	\$11,760
Subtask 2 - Pre-Bid Conference and Job Walk Through		4		4			8	\$1,220
Subtask 3 - Issue Bid Documents and Addenda		16		40	24	2	82	\$10,700
Subtask 4 - Bid Evaluation		4		20		2	26	\$3,320
Subtask 5 - Preparation of Contract Documents for Execution		4		24	16	8	52	\$6,180
Task 6 - Construction Management Services	0	428	40	164	56	2	690	\$110,670
Subtask 1 - Assistance to Contractor for Procuring Agency Permit and Approval		4		40			44	\$5,540
Subtask 2 - Construction Oversight Services (9 month schedule)		118		26			144	\$24,950
Subtask 3 - Submittal Review		116		72			188	\$30,100
Subtask 4 - Construction Meetings		36					36	\$6,660
Subtask 5 - Inspection services (9 mos field part-time -junior inspector = CBE sub; 4hrs senior H&S per week for 6 mos;)		104					104	\$19,230
Subtask 6 - On-Site Startup Services			40				40	\$5,200
Subtask 7 - Speciality Discipline Site Reviews		32					32	\$5,920
Subtask 8 - Witness Testing (not included)								
Subtask 8 - Project Closeout		12		18	4	2	36	\$5,020
Subtask 9 - Record Drawings		6		8	52		66	\$8,050
Task 7 - Additional Services								\$10,000

	Total Hours	12	676	304	468	686	56	2202	
Subconsultants									
HILLERS - Electrical - CMS- part-time inspection - 24 hr/week RPR- (CBE)					Hillers inspector, 24 hrs/week, 36 weeks \$105.06/hour==>				\$90,772
Total Salary (Labor)									\$408,192
Reimbursable Costs									
Permitting Fees									\$5,000
Communication and Reproduction									\$2,000
Out of Town Factory Testing Transportation/Hotel/Food									NOT INCL.
Testing Fees									\$2,000
Total Reimbursables									\$9,000
TOTAL FEE							CBE = 22%		\$417,192

AVERAGE OF ACTUAL RATES USED TO DEVELOP THIS FEE

<MAXIMUM NOT TO EXCEED RATES AS OF JANUARY 2009
BASED ON CONTRACT WITH COUNTY ARE SHOWN IN THIS
ROW >

230.00	185.00	130.00	120.00	115.00	90.00
252.56	237.05	163.17	138.24	163.17	102.75