

**CITY OF PORT ST. LUCIE  
CONTRACT #20230044**

This Contract, executed this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipal corporation, duly organized under the laws of the State of Florida, hereinafter called "City", and Hazen and Sawyer, hereinafter called "Engineer" or "Consultant".

**SECTION I  
RECITALS**

In consideration of the below agreements and covenants set forth herein, the parties agree as follows:

**WHEREAS**, Engineer is licensed in the State of Florida; and

**WHEREAS**, the City wishes to contract with a Engineer to provide CEI Services for Westport WWTF Nutrient Reduction Project based on the terms and subject to the conditions contained herein; and

**WHEREAS**, Engineer is qualified, willing, and able to provide the Scope of Services and products / services specified on the terms and conditions set forth herein; and

**WHEREAS**, the City desires to enter into this Contract with Engineer to perform the Scope of Services and product / services specified and, with a commission amount to be paid as agreed upon below.

**NOW THEREFORE**, in consideration of the premises and the mutual covenants herein name, the Parties agree as follows:

The Recitals set forth above are hereby incorporated into this Contract and made a part of hereof for reference.

**SECTION II  
NOTICES**

All notices or other communications hereunder shall be in writing and shall be deemed duly given if delivered in person, sent by certified mail with return receipt request, email or fax and addressed as follows unless written notice of a change of address is given pursuant to the provisions of this Contract.

Consultant: Orlando Castro, P.E.  
Associate Vice President  
Hazen and Sawyer  
2101 NW Corporate Boulevard, Suite 301  
Boca Raton, FL 33431  
Telephone: 561-997-8070  
Email: [ocastro@hazenandsawyer.com](mailto:ocastro@hazenandsawyer.com)

City Contract Administrator: Michelle Fentress,  
Procurement Contracting Office II - Procurement Management Department  
121 SW Port St. Lucie Boulevard

Port St. Lucie, FL 34984-5099  
772-871-5223 / FAX 772-871-7337  
E-mail: [mfentress@cityofpsl.com](mailto:mfentress@cityofpsl.com)

City Project Manager: David Garland, P.E.  
Utility Systems Dept. - Utility Engineering Division  
City of Port St. Lucie  
1001 SE Prineville Street  
Port St. Lucie, FL 34983  
Telephone 772-807-4414  
Email: [dgarland@cityofpsl.com](mailto:dgarland@cityofpsl.com)

### **SECTION III** **DESCRIPTION OF SERVICES TO BE PROVIDED**

This specific work that the Engineer has agreed to perform pursuant to the Bid Specifications #20230044, **CEI Services for Westport WWTF Nutrient Reduction Project** including all Attachments, all Addenda, and all other restrictions and requirements are incorporated by this reference.

The Westport WWTF Nutrient Reduction Project ("Project") is described in the City's eRFP No. 20230044. The scope of work identified in this work authorization for construction engineering services related to the Project, includes the following improvement items:

1. Installation of two (2) new 3mm mechanical screens.
2. Construction of one (1) new grit removal equipment concrete basin.
3. Installation of one (1) new tray-separation grit removal system.
4. Construction of one (1) new concrete anoxic / aeration treatment train (no.4).
5. Installation of three (3) new anoxic submersible mixers (no.4).
6. Removal of existing mechanical surface aeration equipment (no. 1-3).
7. Construction of new blower / electrical building.
8. Installation of three (3) new turbo blowers.
9. Installation of four (4) new fine bubble diffused aeration systems (no. 1-4).
10. Installation of new stainless steel process air piping, values, and appurtenances.
11. Removal of existing IR pumps (no. 1-3).
12. Installation of eight (8) new IR pumps (no. 1-8).
13. Repairs to existing filtration system.

14. Construction of one (1) new denitrification filter system with glycerol storage and feed.
15. Electrical and I&C upgrades.
16. Two (2) new 4 MG prestressed concrete reject water storage tanks for out-of-specification effluent (reject water).
17. New reject water transfer pump station with ability to return flow back to the filter dosing pump station.

## **SCOPE OF SERVICES**

All Services specified herein are part of the CEI's Scope of Services and are included in the Basic Services Fee (the Fee), however the Fee shall be broken out separately and in detail acceptable to the City as shown on Exhibit A.

CEI shall perform all Services during construction in compliance with the Contract Documents (the design drawings, specifications and permits) and in accordance with this Scope of Services.

### **Task 1 - Office Services During Construction**

This task includes services during construction by the CEI to support the Project during the construction phase. Services under this Task will be provided as follows:

#### *Task 1.1 Project Management*

Project management will consist of the following services:

1. Develop, maintain, and monitor a project-specific work plan (i.e., Project Management Plan) and distribute to project personnel.
2. Oversee and coordinate office services, field services, project controls, and operational support services provided under this work authorization.
3. Develop and submit monthly invoices to the City for services performed under this work authorization. Each invoice will be accompanied by a monthly progress report that will include a summary of work completed since the previous monthly progress report; work anticipated in the upcoming month; scheduled and actual percent completes for major tasks; budget status, including contracted amount, total billed to date, amount remaining, variances in the project budget and/or schedule; list of coordination and information required; list of problems encountered and proposed resolution.
4. Attend the Pre-construction Conference and periodic attendance at construction progress meetings.

#### *Task 1.2 Contract Document Review*

The CEI shall receive and review maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, which will be assembled by the Contractor in accordance with

the Contract Documents. Such review shall be limited to a determination by CEI that the content of said documents and instruments complies with the Contract Documents. In the case of certificates of inspection, tests and approvals, such review shall be limited to a determination that the results certified indicate compliance with the Contract Documents. CEI shall thereafter transmit said documents and instruments to the City with written comments and, if applicable, recommendations regarding same, prior to determination of substantial completion.

### *Task 1.3 Record Drawings*

**As-Builts / Record Drawings:** During the construction phase, CEI shall satisfy themselves that the information the Contractor is capturing on the red-lines is adequate for the EOR to sign and seal the record drawings. These site visits are included in the assumptions (under CEI). CEI shall prepare, sign and seal record drawings based on Contractor's red-line drawings. CEI will meet with the Contractor as necessary to discuss the preparation and submittal of record drawings. The record drawings shall be submitted in its final AutoCAD and PDF format on disk, within twenty (20) business days of receipt from Contractor.

**Engineer's Certification:** At the time of Final Completion, the CEI will certify in writing, sign and seal that the construction conforms with the design intent, as required by the Contract Documents and permit conditions.

### *Task 1.4 Project Claims and Disputes*

As part of routine project observations, CEI shall notify the City within 24 hours of their knowledge about any and all potential claims or disputes pertaining to the acceptability of the work or the interpretation of the requirements of the Contract Documents.

CEI will assist the City, if and when requested, in discussions with the Contractor to resolve claims and disputes. CEI shall not issue decisions on Contractor claims or disputes. CEI shall not undertake comprehensive and detailed investigation or analysis of Contractor's claims and disputes, nor participate in judicial or alternative dispute resolution procedures for the claims or disputes without written authorization from the City. In claims or disputes by the Contractor against the CEI, CEI shall defend against such claims and disputes at the CEI's cost, unless the City determines the CEI was not responsible for the claim or dispute.

#### *Task 1 Deliverables:*

- Project management plan.
- Attendance at pre-construction meeting and construction progress meetings.
- As Built drawings in CAD, signed and sealed by CEI.
- Claims/Disputes/Arbitration presentation materials and written recommendations for resolution to the City.

## **Task 2 - Project Controls During Construction**

This task services will be provided as follows:

*Task 2.1 Review of Submittal Schedule*

CEI shall review the Contractor proposed shop drawing and submittal schedule, which shall identify all shop drawings, samples and submittals required by the Contract Documents, along with the anticipated dates for submission. CEI shall provide City a notice of conformance with or without comments to such Contractor Submittal Schedule within five (5) business days of receipt.

*Task 2.2 Submittal Distribution and Document Management*

CEI will use the existing Ecomm software as directed by City, on a daily basis to electronically maintain all of CEI's documents including but not limited to initial construction schedules, pay requests, shop drawings, shop drawing re-submittals; preliminary and final vendor operations and maintenance manuals; field test reports (soils compaction, concrete testing, tank and pipeline hydrostatic tests; equipment shop tests; equipment field tests; independent electrical testing results; instrument calibration, SCADA factory tests, loop tests and diagrams and functional tests), shutdown or tie-in plans, start-up/testing plans, training materials, etc. Submittals shall be logged in and recorded from the Contractor, distributed to the EOR for review, received back from EOR, recorded for disposition of review, and returned to the Contractor with appropriate copies to the City and project record files. CEI will utilize City's software license.

Maintain orderly electronic and hard-copy files for correspondence reports of job conferences, shop drawings and sample submission, reproductions of original Contract Documents including all addenda, change orders, field orders, additional drawings issued subsequent to the execution of the contract, clarifications and interpretations of the Contract Documents, progress reports, and other project related documents.

*Task 2 Deliverables:*

- Written review comments on Contractor's initial CPM schedule
- Maintenance of document distribution and controls system using Ecomm software or software provided by the City.

**Task 3 - Field Services During Construction**

This task services will be provided as follows:

*Task 3.1 Construction Engineering Management*

The Construction Engineering Manager's duties and responsibilities shall include the following:

1. Oversee the construction contract.
2. Oversee RPRs, specialty inspectors and project controls.
3. Serve as the principal point of contact with the City and Contractor for issues that require escalation above the RPR level.

4. Conduct pre-construction conference, progress meetings and other job conferences; and prepare and distribute related meeting minutes within two days after the meeting.
5. CEI will coordinate shop drawings, samples, and submittals review with the EOR within fourteen (14) calendar days of receipt. The review shall be for conformance with the design concept and compliance with the requirements of the Contract Documents.
6. CEI shall review the Contractor's construction baseline schedule and provide comments to the City within five (5) business days of receipt. CEI will review the Contractor's periodic schedule updates which are typically submitted with applications for payment. CEI will provide comments to the City regarding the updates or other submissions within three (3) business days of receipt in accordance with City's review of Contractor payment applications.
7. CEI shall review the Contractor's schedule of values and provide comments to the City within five (5) business days of receipt.
8. CEI will assist in reviewing and responding within fourteen (14) calendar days of receipt to any Contractor requests for substitution of materials and equipment. CEI will review such requests and will advise the City as to the acceptability of any proposed substitutions.
9. CEI shall be responsible for interpretation of the Contract Documents and conveying design intent in writing through clarifications and response to requests for information.
10. CEI will review the Contractor's requests for information or clarification of the Contract Documents. CEI will coordinate such review with the EOR as appropriate. CEI will coordinate and issue responses to the Contractor within five (5) business days of receipt.
11. Whenever the Contractor notifies the City of unforeseen subsurface or physical conditions at the site not contemplated in the Contract Documents, at City's request CEI will assist in preparing a response to the Contractor.
12. CEI will assist the City with the review and approval where appropriate of minor variations in the work that do not involve an adjustment in the Contractor's contract price nor additional time for construction. Such minor variations shall be consistent with the intent of the Contract Documents.
13. CEI will assist the City with the issuance of changes to the Contract Documents in accordance with CEI Services. CEI will coordinate with EOR as needed to prepare drawings, specifications, and other information at the City's request for the change may be considered as Additional Services only if they are not changes to address errors and/or omissions in the design. At the request of the City, CEI shall review Contractor-requested changes to the Contract Documents. CEI will make recommendations to the City regarding the acceptability of the Contractor's request. CEI will review information submitted by the Contractor regarding the effect of proposed or issued Change Orders upon the construction schedule, critical path, duration, and completion date. CEI will advise the City as to the potential time and cost impacts of proposed or issued Change Orders. CEI will assist the City in discussions with the Contractor concerning the potential impact of proposed or issued Change Orders.

14. Review the Contractor's initial schedule of values for conformance with the Contract Documents and provide comments to Contractor and the City.
15. Based upon the Contract Documents and Project records, as well as observations at the site and evaluations of the data reflected in Contractor's monthly application for payment, render a recommendation to the City concerning the amount owed to the Contractor(s) and forward the Contractor's monthly application for such amount to the City. Such approval of the monthly application for payment shall constitute a representation by CEI to the City, based on observations and evaluations, that:
  - a. The work has progressed to the point indicated.
  - b. The work 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.
  - c. The Contractor is entitled to payment in the recommended amount.
16. CEI will advise the City on payment, partial release of retention, final payment, release of retention, and release of insurance and bonds. At this time, CEI shall attend a close-out meeting with City and submit any remaining and/or requested Project files.
17. Provide monthly presentations to the City as to progress of construction, schedule deviations, change order requests, and issues of concern.

*Task 3.2 Resident Project Representatives (RPR)*

The CEI shall provide one full-time RPR for construction whose duties and responsibilities shall include the following:

1. Attend pre-construction conference, construction progress meetings and other construction conferences.
2. Serve as CEI's construction liaison with the Contractor, working principally through the CEI's Construction Engineering Manager and provide assistance in interpreting the Contract Documents.
3. Assist in obtaining from the City's Wastewater Treatment Facilities (WTF) staff additional details or information at the job site.
4. Based on information obtained by the Construction Engineering Manager and the RPR while on site and their observations, the CEI shall advise the City whether (i) the Work is proceeding in accordance with the Construction Drawings, shop drawings and specifications, and (ii) the integrity of the design concepts have been implemented and preserved by the Contractor. The CEI shall keep the City informed of the progress of the work in the manner and frequency requested by the City. 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, and that completed construction conforms to the Contract Documents. Inform the Construction Engineering Manager, the City, and the Contractor whenever the RPR believes that any construction is

unsatisfactory, faulty or defective or does not conform to the Contract Documents, or 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 Construction Engineering Manager, the City, and Contractor upon the commencement of any construction requiring a submittal if the submittal has not been accepted. Visually inspect and review suitability and method of storage of materials, equipment and supplies delivered to the construction site in accordance with the Contract Documents.

5. Verify that operating and maintenance procedures are available to the City before equipment start-up and operator training is conducted by the Contractor as required by the Contract Documents and in the presence of the required personnel; observe, record, and report appropriate details relative to the test procedures and start-ups.
6. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, and record the outcome of these inspections in the daily reports.
7. In conjunction with CEI's Construction Engineering Manager and Project Manager, consider and evaluate the Contractor's suggestions for modifications in drawings or specifications and report them with recommendations to the City within ten (10) working days of the suggestion. Receive from the Contractor measurements and notations on the plans to show field changes in construction and "as-built" conditions.
8. Advise Construction Engineering Manager and the City before scheduled major tests, inspections or start of important phases of construction.
9. Keep a daily diary and / 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.
10. Furnish to Construction Engineering Manager and the City daily reports of the progress of construction in sufficient detail to determine the progress of all activities. The report shall record the number of personnel on the job site, the number and type of active and inactive equipment on the job site and materials stored on the job site. The report shall record the impact, if any, of weather or other causes for delays at the job site.
11. Review applications for payment with the Contractor for accuracy, back-up detail and completeness and coordinate final recommendation for payment with the Construction Engineering Manager.
12. 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.
13. Before issuance of a determination of substantial completion, prepare a list of items requiring completion or correction. Participate in the final inspection.
14. Coordinate with the Construction Engineering Manager, the City, and the Contractor necessary shutdowns and interruptions of the City 's facilities.
15. Report to the Construction Engineering Manager and the City as soon as possible any environmental concerns and the occurrence of any accident.



16. Deficient and Non-Conforming Work: Should CEI discover or believe that any work by the Contractor is not in accordance with the Contract Documents, is defective, or not conforming to requirements of standard rules and regulations, CEI will bring this immediately (within 24 hours) to the attention of the Contractor. CEI shall advise the City in writing of the situation and their recommended corrective actions.
17. In addition, the RPR:
  - a. Shall not undertake any of the responsibilities of the Contractor or subcontractors.
  - b. Shall not 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.
  - c. Shall not advise on or issue directions about safety precautions and programs about the Contractor's Work.
  - d. Shall not approve any interruptions or modification of the City's facilities without the approval of the City.
18. The CEI shall not be responsible for the acts or omissions of the Contractor, any construction subcontractor or any other person (except CEI's own employees and agents) at the Project site.

*Task 3.3 Specialty Inspections*

1. CEI shall furnish the services of Specialty Inspectors to conduct on-site observations of construction to assist in determining if construction is proceeding in substantial accordance with the specific discipline details of the Contract Documents, and that completed construction conforms to the Contract Documents. CEI will provide City with a written field report for every site visit.
2. Services will be provided on an as-needed basis and shall include periodic observation of process/mechanical, structural, architectural, electrical, instrumentation and HVAC items, including but not limited to the following:
  - a. Process/mechanical inspections by design engineers of complex unit process equipment installations
  - b. Structural inspection of water-bearing structures
  - c. Architectural inspection of buildings
  - d. HVAC installations
  - e. Electrical inspections of raceway installations, major electrical equipment installations, major cable installations, electrical testing and startup, and troubleshooting
  - f. Instrumentation inspections of field installations, factory testing, field testing, witnessing of loop testing, witnessing of functional testing and final acceptance testing
3. Independent Testing, Inspection, and Survey Services: The City may employ, or cause the Contractor to employ, independent firms for the material testing, specialty inspection, survey, or other services related to verifying the quality of the Contractor's work. Where City independent testing and/or services

are identified or implied in the Contract Documents, CEI shall provide written comments and recommendations whether the services and results are acceptable and in accordance with the Contract Documents

#### *Task 3.4 Substantial and Final Completion Reviews*

At substantial completion of the Work (or each component of the Work with a separate substantial completion date), CEI shall: (1) conduct inspection(s) to develop the “punchlist” and to determine if the Work is substantially complete; (2) if necessary, act as mediator between the City and Contractor to develop an agreed punch list; and (3) conduct a final inspection to determine if the completed Work (or component of the Work) is in compliance with the punch list, contractor’s “as-built” drawing markups, shop drawings and specifications. Within three (3) business days following such determination of compliance by the CEI, it shall recommend in writing final payment to the contractor(s) on the Work (or component of the Work) and shall give written notice to the City and the contractor(s) that the work is acceptable (subject to any conditions expressed in such recommendation). CEI shall also prepare or assemble, as applicable, all necessary documents, including but not limited to, lien waivers, Contractor’s final affidavit, close-out change order, and final payment application, warranty letters from Contractor, subcontractor and equipment suppliers, as applicable. Within ninety (90) days after final inspection and receipt of contractor’s “as-built” drawing markups, CEI shall prepare and deliver for the final approval and written acceptance of the City “record” drawings in signed and sealed hard copy and an electronic format acceptable to the City (latest AutoCAD Release) on State Plane Coordinates.

#### *Task 3 Deliverables:*

- Minutes from Pre-construction Conference and construction progress meetings.
- Written review comments of Contractor’s requests for information or clarification, contract change orders, substitutions, minor variations, baseline and schedule updates, proposed changes, schedule of values, permits, monthly pay applications, change log, City provided testing.
- Provide monthly presentations to the City as to the progress of construction.
- Attendance at specialty inspections, functional and performance testing, start-up, substantial and final completion walk throughs, close-out meeting.
- Daily field reports including all onsite visits and specialty inspections.
- Notice to City (24 hour) of any issues of noncompliance, potential changes and/or disputes.
- Substantial Completion and Final Inspection punch lists.
- Final completion certifications.

#### **Task 4 - Operational Support Services**

Services under this Task Group will be provided as follows:

#### *Task 4.1 Operation and Maintenance Manual*

The CEI shall produce a WWTF O&M Manual for the facility. The O&M Manual shall provide operations staff guidelines for the operation and preventive maintenance of equipment and processes, troubleshooting, recommended operator training and mentoring, and reinforce safety protocols.

The O&M Manual shall include different sections outlining Standard Operating Procedures (SOPs). A list of preliminary sections is included below.

1. General
2. Introduction
3. Main Facilities SOP
4. Ancillary Facilities SOP
5. Electrical SOP
6. Emergency Power SOP
7. Instrumentation and Controls (SCADA)
8. Maintenance
9. Laboratory and Testing
10. Safety and Accident Prevention
11. Start-Up Activities

The O&M Manual will include tentative preventive maintenance and training schedules to assist the operations staff in planning related activities. Project warranty information and spare parts information will also be included. A tentative schedule for internal mentoring of staff will be developed. The O&M Manual will be produced in electronic PDF format and will be also delivered in hard copies.

#### *Task 4.2 Startup and Testing Services*

CEI shall assist with provision of design related information requested by the Contractor to prepare the testing and startup plan. CEI shall review and provide comments to the Contractor's functional and performance testing and start-up plans, to the City. CEI shall observe and assist Contractor in the functional and performance testing and start-up operation of the Project. CEI will attend, witness and report on all onsite field tests which are specified in the Contract Documents. CEI shall approve the results of all testing and/or indicate its disposition.

#### *Task 4.3 Operator Training*

CEI will conduct workshop meetings with the facilities operational staff to provide operational training for new and modified treatment processes and support systems (e.g., electrical, SCADA). Workshops shall include

classroom training and hands-on field training. Written training materials and workshop outlines shall be prepared and submitted to the City at least two weeks prior to any workshop.

In addition to training workshops, CEI shall review operational data, observe trends, and correlate system performance observations with collected operational data. This task will focus on optimizing system performance. Written results of evaluations and operational recommendations shall be provided to the City.

*Task 4 Deliverables:*

- Draft Operations and Maintenance Manual.
- Final Operations and Maintenance Manual.
- System startup plans for placing facilities into operation.
- Written materials for operator training workshops.

**Task 5 – Asset Management Support Services**

CEI will provide asset management support to the City so the new assets being provided as part of this WWTP improvements project are included in the City's Cityworks asset management system. Support will include development of data collection tool that will allow CEI staff to input asset information in a manner that is compatible with Cityworks. CEI will collect asset information such as manufacturer, make, model, and characteristics (size, materials of construction, etc.).

*Task 5 Deliverables:*

- Data collection tool.
- Asset information in Citywork's format

**Task 6 - Grant and Funding Support Services**

*Task 6.1 Grant Set-up and Commencement*

CEI shall coordinate the grant compliance program with the City and Contractor. Work shall include a meeting with each entity to review grant tracking compliance, required documents, and collect required background information. Task shall include coordination with grant agency regarding executed contracts, permits, and other required information.

*Task 6.2 Quarterly Progress Reports*

CEI shall assist in the preparation of the quarterly reports required by the grant agency. Work shall include preparation of the reports and forms provided by the agency as well as back-up and supporting documentation. The City's internal reporting documents will also be completed.

*Task 6.3 Reimbursement Requests*

CEI shall assist in the preparation of the reimbursement requests to the grant agency for work completed by the City and Contractor. Reimbursement requests may include preparation of agency-provided forms as well as support documentation such as photos, cancelled payment checks, contractor's applications for payments and other required documents. The City's internal reporting documents will also be completed.

*Task 6.4 Annual Audit Assistance*

CEI shall assist in the preparation of annual audit forms and documents as required by the grant agency. Audit material may include electronic files documenting work completed, expenditure of funds, and compliance with grant general and specific conditions.

*Task 6.5 Wage Certification Reports and Compliance*

CEI shall assist in the review and approval of monthly payroll information submitted by the Contractor and their subcontractors to ensure the Davis Bacon wage requirements are met. CEI will conduct labor interviews with the Contractor's and subcontractor's personnel throughout the construction duration. Task will include coordination and communication with the Contractor for necessary and requirement modifications and corrections to the payroll information and will include subsequent reviews of corrected information.

*Task 6.6 Final Grant Closeout/Certification Package*

CEI shall assist preparation of the final grant closeout/certification package. This will include the final certification forms provided by the grant agency complete with supporting documentation such as photos, Contractor applications for payments, permit closeout forms, engineer's certification, and other required documents. CEI shall attend a site visit by the grant agency.

*Task 6.7 Grant Management/Correspondence/Coordination*

CEI shall provide general grant management including written and verbal communications with the grant agency, City and Contractor staff. Work may include requests to the grant agency for time or funding amendments, providing responses to agency special requests, and attendance at meetings and site visits by agency and regulatory staff.

*Task 6 Deliverables:*

- Grant applications including supporting documents, figures, reports, cost estimates, and schedules.
- Grant compliance documents including reports, meeting agendas and minutes, reimbursements, and close-out documents and post-inspection reports.

**Task 7 - Specific Engineering Services During Construction**

Hazen and Sawyer has ample experience in WWTP design and is available to provide additional engineering services as directed by the City. The services may include but are not limited to the following:

1. Sequencing and developing of MOPO to prevent plant disruption or process upset during construction.
2. BioWin implementation for MOPO.
3. Advanced process modeling to predict plant capacity and performance.
4. WWTF Operations optimization and operational adjustments.

### **Task 8 - Additional Engineering and RPR Services**

This task is for Additional Engineering Services that could be required to perform additional work due to unforeseen assistance the CITY might request. Additional Engineering Service may include, but not be limited to, administrative tasks, permitting assistance, grant application preparation, assistance in preparing or reviewing documents, presentations, or related items. Additional RPR services includes times when the CEI is required to provide RPR services in excess of 40 hours per week. Occasions when these services might be required include major concrete pours, coating work that require stringent atmospheric conditions, or MOPO activities such as connections to existing infrastructure that must occur during times of low flow. This task can also include support to the City, on an as-requested, for a period of up to one (1) year after substantial completion, to assist the City in resolving Contractor warranty issues and process operations items.

Services provided under this Task shall be billed on an hourly basis up to the specified amount as authorized by the City, subject to the limits set in the agreement. Services performed under this Task must be initiated by an email authorization issued by the City.

### **Assumptions**

The following assumptions were used to develop the scope and fee for this Work Authorization.

1. The CEI shall not be responsible for the Contractor's means, methods, techniques, sequences, or procedures of construction or the safety precautions and programs incident hereto. CEI shall issue all technical instructions to the Contractor and shall interpret all technical requirements of the Construction Contract documents.
2. Fees for legal assistance are specifically excluded.
3. The CEI shall not be responsible for the acts or omissions of the Contractor, any construction subcontractor or any other person (except CEI's own employees, subconsultants or other agents) at the project site.

### **Construction Schedule**

Based on the projected sequencing and constraints, the construction phase CEI services are anticipated to follow the Project construction schedule as follows:

- Construction Phase: January 2024 - September 2026 (33 months)

**Schedule of Deliverables**

<b>Task</b>	<b>Description</b>	<b>Time of Completion</b>
1.1	Project management plan	15 working days after receipt of request
1.3	As Built drawings in CAD, signed and sealed by CEI	Per construction contract
1.4	Claims/Disputes/Arbitration presentation materials and written recommendations for resolution to the City	
2.1	Written review comments on Contractor's initial CPM schedule.	3 working days after meeting
2.2	Maintenance of document distribution and controls system using Ecomm software or software provided by the City.	Per construction contract
3.1	Minutes from Pre-construction Conference and construction progress meetings.	Per construction contract
3.1	Written review comments of Contractor's requests for information or clarification, contract change orders, substitutions, minor variations, baseline and schedule updates, proposed changes, schedule of values, permits, monthly pay applications, change log, City provided testing.	Weekly or as required by Specifications
3.1	Provide monthly presentations to the City as to the progress of construction.	Per construction contract
3.2	Attendance at specialty inspections, functional and performance testing, start-up, substantial and final completion walk throughs, close-out meeting.	120 calendar days before facility startup
3.2	Daily field reports including all onsite visits and specialty inspections.	Daily
3.2	Notice to City (24 hour) of any issues of noncompliance, potential changes and/or disputes.	30 calendar days before system startup
3.4	Substantial Completion and Final Inspection punch lists	Per construction contract
1.3	Final completion certifications	Per construction contract
4.1	Draft Operations and Maintenance Manual.	14 calendar days before training
4.1	Final Operations and Maintenance Manual.	7 calendar days after comments from City
4.2	System startup plans for placing facilities into operation.	30 calendar days before system startup
4.3	Written materials for operator training workshops.	7 calendar days before training
5.1	Asset Management Collection Tool	120 calendar days after contract execution
5.2	Asset Information	30 calendar days after substantial completion
6.1	Grant and Funding Compliance	In accordance with grant requirements

**SECTION IV  
TIME OF PERFORMANCE**

The Contract Period start date will be \_\_\_\_\_ and will terminate four (4) years thereafter on \_\_\_\_\_. The Consultant will be required to commence work under this Contract within ten (10) calendar days after the start date identified in this Contract. In the event all work required in the bid specifications has not been completed by the specified date, the Consultant agrees to provide work as authorized by the Project Manager until all work specified in the bid specifications has been rendered and accepted by the City.

Written requests shall be submitted to the Project Manager for consideration of extension of completion time due to strikes, unavailable materials, or other similar causes over which the Consultant feels he has no control. Requests for time extensions shall be submitted immediately but in no event more than two (2) weeks upon occurrence of conditions, which, in the opinion of the consultant, warrant such an extension with reasons clearly stated and a detailed explanation given as to why the delays are considered to be beyond the Consultant's control.

**SECTION V  
RENEWAL OPTION**

N/A

**SECTION VI  
COMPENSATION**

The total amount to be paid by the City to the Consultant is as listed on Schedule "A" for a total amount of **\$3,737,342.00**.

Compensation for all tasks will be billed on a lump sum or hourly not-to-exceed basis as presented in the table below and in Exhibit A.

<b>Task</b>	<b>Description</b>	<b>Method of Payment</b>	<b>Fee</b>
1	Office Services During Construction	Lump Sum	\$389,072.00
2	Project Controls During Construction	Lump Sum	\$79,040.00
3	Field Services During Construction	Lump Sum	\$2,136,750.00
4	Operational Support Services	Lump Sum	\$183,450.00
<b>Subtotal, Lump Sum</b>			<b>\$2,788,312.00</b>
5	Asset Management Support Services	Hourly Not-to-Exceed	\$120,120.00
6	Grant and Funding Support Services	Hourly Not-to-Exceed	\$401,170.00
7	Specific Engineering Services During Construction	Hourly Not-to-Exceed	\$108,560.00
8	Additional Engineering and RPR Services	Hourly Not-to-Exceed	\$319,180.00



Task	Description	Method of Payment	Fee
<b>Subtotal, Hourly Not-to-Exceed</b>			<b>\$949,030.00</b>
<b>Grand Total</b>			<b>\$3,737,342.00</b>

Payments will be disbursed in the following manner:

**The Contract Sum** - Work to be paid for on the basis of per unit prices: each, lump sum, linear feet, square yards, system, etc.

**Progress Payments** – Invoices for services shall be submitted once a month, by the tenth (10<sup>th</sup>) day of each month, and payments shall be made within twenty (20) business days unless Consultant has chosen to take advantage of the Purchasing Card Program, which guarantees payment within several days. Payments shall be made within twenty (20) business days of receipt of Consultant’s valid invoice, provided that the invoice is accompanied by adequate supporting documentation and is approved by the Project Manager is required under Section XV of the Contract.

All invoices and correspondence relative to this Contract must contain the City’s Contract number and Purchase Order number, detail of items with prices that correspond to the Contract, a unique invoice number and partial and final release of liens.

All invoices are to be sent to: the assigned Project Manager for this Contract.

The Consultant shall not be paid additional compensation for any loss or damage, arising out of the nature of the work, from the action of the elements, or from any delay or unforeseen obstruction or difficulties encountered in the performance of the work, or for any expenses incurred by or in consequence of the suspension or discontinuance of the work.

In the event the City deems it expedient to perform work which has not been done by the Consultant as required by these Specifications, or to correct work which has been improperly and/or inadequately performed by the Consultant as required in these Specifications, all expenses thus incurred by the City, at the City's option, will be invoiced to the Consultant and/or deducted from payments due to the Consultant. Deductions thus made will not excuse the Consultant from other penalties and conditions contained in the Contract.

All payments not made within the time specified by this section shall bear interest from 30 calendar days after the due date at the rate of one (1) percent per month on the unpaid balance.

**Taxes** - Consultant is responsible for all federal, state, and local taxes and other charges related to the performance of this contracts.

**SECTION VII**  
**WORK CHANGES**

The City reserves the right to order work changes in the nature of additions, deletions or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the contract price and time for completion. Any and all changes must be authorized by a written change order signed by the City's Purchasing Agent or his designee as representing the City. Work shall be changed and the contract price and completion time shall be modified only as set out in the written change order. Any adjustment in the contract price resulting in a credit or a charge to the City shall be determined by mutual agreement of the parties before starting the work involved in the change. Any dispute concerning work changes which is not resolved by mutual agreement shall be decided by the City Manager who shall reduce the decision to writing. The decision of the City shall be final and conclusive.

**SECTION VIII**  
**CONFORMANCE WITH PROPOSAL**

It is understood that the materials and/or work required herein are in accordance with the proposal made by the Consultant pursuant to the Solicitation and Specifications on file in the Procurement Management Department of the City. All documents submitted by the Consultant in relation to said proposal, and all documents promulgated by the City for inviting proposals are, by reference, made a part hereof as if set forth herein in full.

**SECTION IX**  
**INDEMNIFICATION/HOLD HARMLESS**

Consultant agrees to indemnify, defend and hold harmless, the City, its officers, agents, and employees from, and against any and all claims, actions, liabilities, losses and expenses including, but not limited to, attorney's fees for personal, economic or bodily injury, wrongful death, loss of or damage to property, at law or in equity, which may arise or may be alleged to have risen from the negligent acts, errors, omissions or other wrongful conduct of Consultant, agents, laborers, subconsultants or other personnel entity acting under Consultant control in connection with the Consultant's performance of services under this Contract and to that extent Consultant shall pay such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses including wrongful termination or allegations of discrimination or harassment, and shall pay all costs and attorney's fees expended by the City in defense of such claims and losses including appeals. That the aforesaid hold-harmless Contract by Consultant shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations of Consultant or any agent laborers, subconsultants or employee of Consultant regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages. Consultant shall be held responsible for any violation of laws, rules, regulations or ordinances affecting in any way the conduct of all persons engaged in or the materials or methods used by Consultant on the work. This indemnification shall survive the termination of this Contract.

**SECTION X  
SOVEREIGN IMMUNITY**

Nothing contained in this Contract shall be deemed or otherwise interpreted as waiving the City's sovereign immunity protections existing under the laws of the State of Florida, or as increasing the limits of liability as set forth in [Section 768.28, Florida Statutes](#).

**SECTION XI  
INSURANCE**

The Consultant shall, on a primary basis and at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverage, limits, including endorsements, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Consultant are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Consultant under the Contract.

The parties agree and recognize that it is not the intent of the City of Port St. Lucie that any insurance policy/coverage that it may obtain pursuant to any provision of this Contract will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City of Port St. Lucie and the City shall not be obligated to provide any insurance coverage other than for the City of Port St. Lucie or extend its sovereign immunity pursuant to Section 768.28, Florida Statutes, and as may be amended from time to time, under its self-insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project, and/or any obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy, or otherwise protect the interests of the City of Port St. Lucie as specified in this Contract.

1. Workers' Compensation Insurance & Employer's Liability: The Consultant shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes, and as may be amended from time to time. Employers' Liability and must include limits of at least \$100,000.00 each accident, \$100,000.00 each disease/employee, \$500,000.00 each disease/maximum. A Waiver of Subrogation endorsement shall be provided. Coverage shall apply on a primary basis. Should scope of work performed by the Consultant qualify its employee for benefits under Federal Workers' Compensation Statute (for example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.
2. Commercial General Liability Insurance: The Consultant shall agree to maintain Commercial General Liability insurance issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	\$1,000,000
Personal/advertising injury	\$1,000,000
Products/completed operations aggregate	\$2,000,000
General aggregate	\$2,000,000
Fire damage	\$100,000 any 1 fire

Medical expense

\$10,000 any 1 person

3. Additional Insured: An Additional Insured endorsement **must** be attached to the certificate of insurance (should be ISO CG2026) under the General Liability policy. Coverage is to be written on an occurrence form basis and shall apply on a primary and non-contributory basis. Defense costs are to be in addition to the limit of liability. A waiver of subrogation shall be provided in favor of the City. Coverage shall extend to independent consultants and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO form separation of insurers clause.

Except as to Workers' Compensation and Employers' Liability, and Professional Liability Insurance, Certificates of Insurance and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured for Commercial General Liability and Business Auto policies. The name for the Additional Insured endorsement issued by the insurer shall read **"City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents shall be listed as additional insured and include Contract #20230044 – CEI Services for Westport WWTF Nutrient Reduction Project."** Copies of the Additional Insured endorsements shall be attached to the Certificate of Insurance. The policies shall be specifically endorsed to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Formal written notice shall be sent to the City of Port St. Lucie, 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984, Attn: Procurement. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Consultant shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City.

4. Business Automobile Liability Insurance: The Consultant shall agree to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000.00 each accident covering any auto, owned, non-owned and hired automobiles. In the event, the Consultant does not own any automobiles, the Business Auto Liability requirement shall be amended allowing Consultant to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation shall be provided. Coverage shall apply on a primary non-contributory basis.
5. Professional Liability Insurance: Consultant shall agree to maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than \$1,000,000 Per Occurrence. When a self-insured retention (SIR) or deductible exceeds \$10,000, the City reserves the right, but is not obligated, to review and request a copy of Consultant's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, Consultant warrants the retroactive date equals or precedes the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Contract, Consultant shall agree to purchase a SERP with a minimum reporting period not less than four (4) years.

6. Waiver of Subrogation: By entering into this Contract, the Consultant agrees to a Waiver of Subrogation for each required policy. When required by the insurer or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement then Consultant shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.
7. Deductibles: All deductible amounts shall be paid for and be the responsibility of the Consultant for any and all claims under this Contract. Where an SIR or deductible exceeds \$5,000, the City reserves the right, but is not obligated, to review and request a copy of the bidder's most recent annual report or audited financial statement.

It shall be the responsibility of the Consultant to ensure that all independent consultants and/or subconsultants comply with the same insurance requirements as listed herein. It shall be the responsibility of the consultant to obtain Certificates of Insurance from all independent consultants and subconsultants listing the City as an Additional Insured, without the language "when required by written contract". If the Consultant, independent consultant and/or subconsultant maintain higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the consultant/independent consultant/subconsultant.

The Consultant may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form, the City shall be endorsed as an "Additional Insured."

The City, by and through its Risk Management Department, reserves the right, but is not obligated, to review, modify, reject, or accept any required policies of insurance including limits, coverages or endorsements, herein from time to time throughout the term of this contract. All insurance carriers must have an AM Best rating of at least A:VII or better.

A failure on the part of the consultant to execute the contract and/or punctually deliver the required insurance certificates and other documentation may be cause for annulment of the award.

## SECTION XII ACTS OF GOD

The Consultant shall be responsible for preparation of the site for Acts of God, including but not limited to; earthquake, flood, tropical storm, hurricane or other cataclysmic phenomenon of nature, rain, wind, or other natural phenomenon of normal intensity, including extreme rainfall, which pertain to Consultant's scope of work. No reparation shall be made to the Consultant for damages to the Work resulting from these Acts. The City is not responsible for any costs associated with pre or post preparations for any Acts of God.

**Emergencies** - In the event of emergencies affecting the safety of persons, the work, or property, at the site or adjacent thereto, the Consultant, or his designee, without special instruction or authorization from the City, is obligated to act to prevent threatened damage, injury, or loss. In the event such actions are taken, the Consultant shall promptly give to the City written notice and contact immediately by phone, of any significant

changes in work or deviations from the Contract documents caused thereby, and if such action is deemed appropriate by the City a written authorization signed by the City covering the approved changes and deviations will be issued.

### **SECTION XIII** **PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS**

Subject to the laws of the State of Florida and of the United States, neither Consultant nor any Sub-Consultant supplier of materials, laborer or other person shall file or maintain any lien for labor or materials delivered in the performance of this Contract against the City. The right to maintain such lien for any or all of the above parties is hereby expressly waived.

### **SECTION XIV** **COMPLIANCE WITH LAWS**

The Consultant shall give all notices required by and shall otherwise comply with all applicable laws, ordinances, and codes and shall, at his own expense, secure and pay the fees and charges for all its professional licenses required for the performance of the Contract. All materials furnished and works done are to comply with all federal, state, and local laws and regulations. Consultant will comply with all requirements of [28 C.F.R. § 35.151](#). Consultants and Sub-Consultant, shall comply with [§ 119.0701, Fla. Stat.](#) The Consultant and Sub-Consultant, are to allow public access to all documents, papers, letters, or other material made or received by the Consultant in conjunction with this Contract, unless the records are exempt from [Art. I, § 24\(a\), Fla. Const.](#) and § 119.07(1)(a), Fla. Stat. (2013). Pursuant to [§ 119.10\(2\)\(a\), Fla. Stat.](#), any person who willfully and knowingly violates any of the provisions of Ch. 119, Laws of Fla., commits a misdemeanor of the first degree, punishable as provided in [§ 775.082](#) and [§ 775.083 Fla. Stat.](#)

### **RECORDS**

The City of Port St. Lucie is a public agency subject to Chapter 119, Florida Statutes. The Consultant shall comply with Florida's Public Records Law. CONSULTANT'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES. Pursuant to Section 119.0701, F.S.

Consultant agrees to comply with all public records laws, specifically to:

Keep and maintain public records required by the City in order to perform the service;

1. The timeframes and classifications for records retention requirements must be in accordance with the [General Records Schedule GS1-SL for State and Local Government Agencies](#).
2. During the term of the contract, the Consultant shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City.
3. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Consultant's records under this

Contract include but are not limited to, supplier/subconsultant invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.

4. The Consultant agrees to make available to the City, during normal business hours all books of account, reports and records relating to this contract.
5. A Consultant who fails to provide the public records to the City within a reasonable time may also be subject to penalties under Section 119.10, Florida Statutes.

Upon request from the City's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the consultant does not transfer the records to the City.

Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Consultant, or keep and maintain public records required by the City to perform the service. If the Consultant transfers all public records to the City upon completion of the contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**CITY CLERK  
121 SW Port St. Lucie Blvd.  
Port St. Lucie, FL 34984  
(772) 871 5157  
[pr@cityofpsl.com](mailto:pr@cityofpsl.com)**

**SECTION XV  
CORRECTION OF DESIGN WORK PRODUCT**

Upon failure of the Consultant to perform any design work in accordance with the applicable standard of care and which the City alleges results in a design error or omission, after five (5) days written notice to cure provided to the Consultant, the City may, without prejudice to any other remedy, coordinate to correct such design errors or omissions. The City may withhold from Consultant or otherwise charge Consultant all costs City incurs to correct any design error or omission, subject to Consultant's right to contest such withholds as a good faith

dispute. Such examination, inspection, or tests made by the Project Manager, at any time, shall not relieve Consultant from performing to the standard of care in Consultant's design work. For the avoidance of doubt, Consultant's inspection activities are not a guarantee of any contractor work and shall not form the basis of a design error or omission claim.

**Design Errors and Omissions** - Consultant's design work that City alleges contains an error or omission may be deemed as defective by the City, and all such Consultant design work shall be remedied by Consultant, subject to Consultant's right to contest such finding by City as part of a good faith dispute. Without unnecessary delay, and subject to the direction of the City, the Consultant shall remediate its design work that contains such errors or omissions in a manner acceptable to the City. To the extent Consultant's design work contains a design error the City shall not be charged for the remediation of such design work. To the extent Consultant's design work contains an omission, the Consultant shall not be responsible for costs of first impression to the City as part of Consultant's remediation work. .

**Deductions** - In the event the City deems it expedient to perform work which has not been done by the Consultant as required by these Specifications, or to correct work which does not meet the standard of care all expenses incurred by the City will be invoiced to Consultant as defined as a design error or a design omission within this Article XV. Any disagreement between City and Consultant as to Consultant's liability for Consultant performing below the standard of care subject to a design error or omission, or the costs associated with such error or omission will form the basis of a good faith dispute between the parties. Deductions thus made will not excuse the Consultant from other penalties and conditions contained in the Contract.

## **SECTION XVI** **SCRUTINIZED COMPANIES**

[Section 287.135, Florida Statutes](#), prohibits agencies from contracting with companies, for goods or services over \$1,000,000 that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran petroleum Energy Sector List, or do any business with Cuba or Syria. Both lists are created pursuant to [Section 215.473, Florida Statutes](#) [https://www.sbafla.com/fsb/Portals/FSB/Content/GlobalGovernanceMandates/QuarterlyReports/Global\\_Governance\\_Mandates\\_and\\_Florida%20Statutes\\_2019\\_01\\_29.pdf?ver=2019-01-29-130006-790](https://www.sbafla.com/fsb/Portals/FSB/Content/GlobalGovernanceMandates/QuarterlyReports/Global_Governance_Mandates_and_Florida%20Statutes_2019_01_29.pdf?ver=2019-01-29-130006-790).

## **SECTION XVII** **CONTRACT ADMINISTRATION**

**Amendments** - The City and the Consultant agree that they will, from time to time, execute, acknowledge, and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of the Contract. The Contract may be amended in writing from time to time by mutual consent of the parties. All amendments to the Contract must be in writing and fully executed by duly authorized representatives of the City and the Consultant.

**Fiscal Year** - All reference to Fiscal Year shall mean the City's Fiscal Year. The City's Fiscal Year is from October 1<sup>st</sup> through September 30<sup>th</sup>.



**Integration of Terms** - This Contract represents the entire contract between the parties. The parties shall not rely on any representation that may have been made by either party which is not included in the Contract.

**Joint Venture** - Nothing in the Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent and principal relationship) between the vested parties. Each party shall be deemed to be an independent consultant contracting for the services and acting toward the mutual benefits expected to be derived from the mutually agreed upon contract. Neither Consultant nor any of Consultant's agents, employees, subconsultants or consultants shall become or be deemed to become agents, or employees of the City. Consultant shall therefore be responsible for compliance with all laws, rules and regulations involving its employees and any subconsultants, including but not limited to employment of labor, hours of labor, health and safety, working conditions, workers' compensation insurance, and payment of wages. No party has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to the Contract.

**Notice(s)** - Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by Fed-EX, UPS, courier or other similar and reliable carrier which shall be addressed to the person who signed the Contract on behalf of the party at the address identified in the contract. Each such notice shall be deemed to have been provided:

- I. Within one (1) day in the case of overnight hand delivery, courier, or Services such as Fed-Ex or UPS with guaranteed next day delivery; or,
- II. Within seven (7) days after it is deposited in the U.S. Mail in the case of registered U.S. Mail.

From time to time, the parties may change the name and address of the person designated to receive notice. Such change of the designated person or their designees and/or address shall be in writing to the other party and as provided herein.

**Performance by Industry Standards** - The Consultant represents and expressly warrants that all aspects of the Services provided or used by it shall, at a minimum, conform to the standards in the Consultant's industry. This requirement shall be in addition to any express warranties, representations, and specifications included in the Contract, which shall take precedence

**Permits, Licenses, and Certifications** - The Consultant shall be responsible for obtaining all, licenses, certifications, etc., required by Federal, State, County, and Municipal laws, regulations, codes, and ordinances for the performance of the work required in these specifications and to conform with the requirements of said legislation. The Consultant shall be required to complete a **W-9 Taxpayer Identification Form**, provided with the City's contract, and return it with the signed contract and insurance documents.

**Supersedes Former Contracts or Agreements** - Unless otherwise specified in the Contract, this Contract supersedes all prior contracts or agreements between the City and the Consultant for the Services provided in connection with the Contract.

**Use of Name or Intellectual Property** - Consultant agrees it will not use the name or any intellectual property, including but not limited to, City trademarks or logos in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of the City.

**Waiver** - Except as specifically provided for in a waiver signed by duly authorized representatives of the City and the Consultant, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach. Each waiver, if mutually agreed upon, shall be published as a contract amendment.

### **SECTION XVIII** **ADDITIONAL REQUIREMENTS**

In the event of any conflict between the terms and conditions, appearing on any purchase order issued relative to this Contract, and those contained in this Contract and the Specifications herein referenced, the terms of this Contract and Specifications herein referenced shall apply.

**City's Public Relations Image** - The Consultant's personnel shall at all times handle complaints and any public contact with due regard to the City's relationship with the public. Any personnel in the employ of the Consultant involved in the execution of work that is deemed to be conducting him/herself in an unacceptable manner shall be removed from the project at the request of the City Manager.

**Contractual Relations** - The Consultant(s) are advised that nothing contained in the contract or specifications shall create any contractual relations between the City and Sub-Consultant of the Consultant(s).

**Cooperative Purchasing Agreement** - This contract may be expanded to include other governmental agencies provided a cooperative purchasing agreement exists or an inter-local agreement for joint purchasing exists between the City of Port St. Lucie and other public agencies. Consultant(s) may agree to allow other public agencies the same items at the same terms and conditions as this contract, during the period of time that this contract is in effect. Each political entity will be responsible for execution of its own requirements with the Consultant.

**Permits** - The Consultant shall be responsible for obtaining all permits, licenses, certifications, etc., required by Federal, State, County, and Municipal laws, regulations, codes, and ordinances for the performance of the work required in these specifications and to conform with the requirements of said legislation. The Consultant shall be required to complete a **W-9 Taxpayer Identification Form**, provided with the City's contract, and return it with the signed contract and insurance documents.

### **SECTION XIX** **ASSIGNMENT**

Consultant shall not delegate, assign or subcontract any part of the work under this Contract or assign any monies due him hereunder without first obtaining the written consent of the City.

**SECTION XX**  
**TERMINATION, DELAYS AND LIQUIDATED DAMAGES**

**Termination for Cause** - The occurrence of any one or more of the following events shall constitute cause for the City to declare the Consultant in default of its obligations under the contract:

- I. The Consultant fails to deliver or has delivered nonconforming services or fails to perform, to the City's satisfaction, any material requirement of the Contract or is in violation of a material provision of the contract, including, but without limitation, the express warranties made by the Consultant;
- II. The Consultant fails to make substantial and timely progress toward performance of the contract;
- III. In the event the Consultant is required to be certified or licensed as a condition precedent to providing the Services, the revocation or loss of such license or certification may result in immediate termination of the contract effective as of the date on which the license or certification is no longer in effect;
- IV. The Consultant becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Consultant terminates or suspends its business; or the City reasonably believes that the Consultant has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;
- V. The Consultant has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the contract;
- VI. If the City determines that the actions, or failure to act, of the Consultant, its agents, employees or subconsultants have caused, or reasonably could cause, life, health or safety to be jeopardized;
- VII. The Consultant has engaged in conduct that has or may expose the City to liability, as determined in the City's sole discretion;
- VIII. The Consultant furnished any statement, representation or certification in connection with the contract, which is materially false, deceptive, incorrect or incomplete.

**Notice of Default** - If there is a default event caused by the Consultant, the City shall provide written notice to the Consultant requesting that the breach or noncompliance be remedied within the period of time specified in the City's written notice to the Consultant. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the City may:

- I. Immediately terminate the contract without additional written notice(s); and/or
- II. Enforce the terms and conditions of the contract and seek any legal or reasonable remedies; and/or
- III. Procure substitute services from another source and charge the difference between the contract and the substitute contract to the defaulting Consultant

**Termination for Convenience** - The City may, at any time, with or without cause, or for its convenience terminate all or a portion of the Contract upon thirty (30) days written notice to successful Consultant Any such termination shall be accomplished by delivery in writing of a notice to Consultant. Following termination without cause, the Consultant shall be entitled to compensation upon submission of invoices and proper proof

of claim, for services provided under the contract to the City up to the time of termination, pursuant to Florida law.

**Termination for Non-Appropriation** - The City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If the City reasonably determines that it does not have funds to meet its obligations under the awarded contract, the City will have the right to terminate the contract, without penalty, on the last day of the fiscal period for which funds were legally available.

**SECTION XXI**  
**LAW, VENUE AND WAIVER OF JURY TRIAL**

This Contract is to be construed as though made in and to be performed in the State of Florida and is to be governed by the laws of Florida in all respects without reference to the laws of any other state or nation. The venue of any action taken to enforce this Contract shall be in St. Lucie County, Florida.

The Parties to this Contract hereby freely, voluntarily and expressly, waive their respective rights to trial by jury on any issues so triable after having the opportunity to consult with an attorney.

**SECTION XXII**  
**APPROPRIATION APPROVAL**

The Consultant acknowledges that the City of Port St Lucie's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the City Council. The Consultant agrees that, in the event such appropriation is not forthcoming, this Contract may be terminated by the City and that no charges, penalties or other costs shall be assessed.

**SECTION XXIII**  
**TRUTH-IN-NEGOTIATIONS**

In accordance with the provisions of Section 287.055, Florida Statutes, the Consultant agrees to execute a truth-in-negotiations certificate and agrees that the original Contract price and any additions may be adjusted to exclude any significant sums by which the Contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs.

**SECTION XXIV**  
**CONFLICT OF INTEREST**

The City hereby acknowledges that the Consultant may be performing professional services for private developers within the Treasure Coast area. Should a conflict of interest arise between providing services to the City and/or other clients, the Consultant shall terminate its relationship with the other client to resolve the conflict of interest. The City Manager shall determine whether a conflict of interest exists. At the time of each Project Proposal the Consultant shall disclose all of its Treasure Coast clients and related Scope of Work.

**SECTION XXV**  
**PROHIBITION AGAINST CONTINGENT FEES**

The Consultant warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Contract and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

**SECTION XXVI**  
**ATTORNEY'S FEES**

If this matter is placed in the hands of an attorney for collection, or in the event suit or action is instituted by the City to enforce any of the terms or conditions of the Contract, Consultant shall pay to the City, in such suit or action in both trial court and appellate court, the City's costs, and reasonable attorney's fees for the anticipated cost of collection and judgment enforcement.

**SECTION XXVII**  
**CODE OF ETHICS**

Consultant warrants and represents that its employees will abide by any applicable provisions of the State of Florida Code of Ethics in [Chapter 112.311 et seq.](#), Florida Statutes, and Code of Ethics Ordinances in [Section 9.14 of the City of Port St. Lucie Code](#).

**SECTION XXVIII**  
**POLICY OF NON-DISCRIMINATION**

Consultant shall not discriminate against any person in its operations, activities, or delivery of services under this Contract. Consultant shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

**SECTION XXIX**  
**SEVERABILITY**

The Parties to this Contract expressly agree that it is not their intention to violate any public policy, statutory or common law rules, regulations, or decisions of any governmental or regulatory body. If any provision of this Contract is judicially or administratively interpreted or construed as being in violation of any such policy, rule, regulation, or decision, the provision, sections, sentence, word, clause, or combination thereof causing such violation will be inoperative (and in lieu thereof there will be inserted such provision, section, sentence, word, clause, or combination thereof as may be valid and consistent with the intent of the Parties under this Contract) and the remainder of this Contract, as amended, will remain binding upon the Parties, unless the inoperative provision would cause enforcement of the remainder of this Contract to be inequitable under the circumstances.

**SECTION XXX**  
**AUDITS**

The Consultant shall establish and maintain a reasonable accounting system that enables the City to readily identify the Consultant's assets, expenses, costs of goods, and use of funds throughout the term of the Contract for a period of at least seven (7) years following the date of final payment or completion of any required audit, whichever is later. Records shall include, but not be limited to, accounting records, written policies and procedures; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; back charge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence. The Consultant shall permit the City's authorized auditor or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and to make copies of all books, documents, papers, electronic or optically stored and created records or other records relating or pertaining to this Contract kept by or under the control of the Consultant, including, but not limited to those kept by the Consultant, its employees, agents, assigns, successors, and subconsultants. Such records shall be made available to the City during normal business hours at the Consultant's office or place of business. The Consultant shall not impose a charge for audit or examination of the Consultant's books and records. If an audit discloses incorrect billings or improprieties, the City reserves the right to charge the Consultant for the cost of the audit and appropriate reimbursement. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Consultant's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the City's findings to the Consultant. Evidence of criminal conduct will be turned over to the proper authorities.

The Consultant shall ensure the City has these rights with Consultant's employees, agents, assigns, successors, and subconsultants, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Consultant and any subconsultants to the extent that those subcontracts or agreements relate to fulfillment of the Consultant's obligations to the City.

**SECTION XXXI**  
**ORDER OF PREFERENCE**

In the case of any inconsistency or conflict among the specific provisions of this Contract (including any amendments accepted by both the City and the Consultant attached hereto), the E-Bid (including any subsequent addenda and written responses to bidders' questions), and the Consultant's Response, any inconsistency or conflict shall be resolved as follows:

- (i) First, by giving preference to the specific provisions of this Contract.
- (ii) Second, by giving preference to the specific provisions of the E-Bid.
- (iii) Third, by giving preference to the specific provisions of the Consultant's Response, except that objections or amendments by a consultant that have not been explicitly accepted by the City in writing shall not be included in this Contract and shall be given no weight or consideration.

**SECTION XXXII**  
**FORCE MAJEURE**

Any deadline provided for in this Contract may be extended, as provided in this paragraph, if the deadline is not met because of one of the following conditions occurring with respect to that particular project or parcel: fire, strike, explosion, power blackout, earthquake, volcanic action, flood, war, civil disturbances, terrorist acts, hurricanes and acts of God. When one of the foregoing conditions interferes with contract performance, then the party affected may be excused from performance on a day-for-day basis to the extent such party's obligations relate to the performance so interfered with; provided, the party so affected shall use reasonable efforts to remedy or remove such causes of non-performance. The party so affected shall not be entitled to any additional compensation by reason of any day-for-day extension hereunder.

**SECTION XXXIII**  
**ENTIRE AGREEMENT**

The written terms and provisions of this Contract shall supersede any and all prior verbal or written statements of any official or other representative of the City. Such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any manner whatsoever, this Contract or Contract documents.

*(Balance of page left intentionally blank)*

IN WITNESS WHEREOF, the parties have executed this contract, the day and year first above written.

CITY OF PORT ST. LUCIE FLORIDA

HAZEN AND SAWYER

By: \_\_\_\_\_  
Purchasing Agent

By: [Signature]  
Authorized Representative

Orlando Castro

HAZEN AND SAWYER

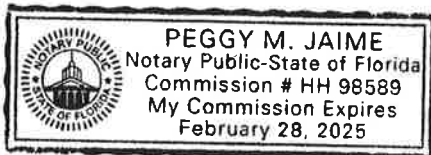
By: [Signature]  
Authorized Representative

Christopher L. Kish

NOTARIZATION AS TO AUTHORIZED REPRESENTATIVE'S EXECUTION

STATE OF FLORIDA )  
COUNTY OF Miami-Dade )<sup>SS</sup>

The foregoing instrument was acknowledged before me by  physical presence or  online notarization, this 29<sup>th</sup> day of January, 2024, by Orlando Castro who is  personally known to me, or who has  produced the following identification:



[Signature]

Signature of Notary Public

PEGGY M. JAIME

Print Name of Notary Public

Notary Public, State of Florida

My Commission expires: 2/28/25



**TRUTH-IN-NEGOTIATION CERTIFICATE AND AFFIDAVIT**

STATE OF FLORIDA           §  
COUNTY OF ST. LUCIE    §

Before me, the undersigned authority, personally appeared affiant Robert B. Taylor, Jr., PE who being first duly sworn, deposes and says:

1. That the undersigned firm is furnishing this Truth in Negotiation Certificate pursuant to Section 287.055(5)(a) of the Florida Statutes for the undersigned firm to receive an agreement for professional services with the City of Port St. Lucie, St. Lucie County, Florida.

2. That the undersigned firm is a corporation which engages in furnishing professional engineering services and is entering into an agreement with the City of Port St. Lucie, St. Lucie County, Florida to provide professional services for a project known as CEI Services for Westport WWTP, Contract # 20230044 Nutrient Reduction Project.

3. That the undersigned firm has furnished the City of Port St. Lucie, St. Lucie County, Florida a detailed analysis of the cost of the professional services required for the project.

4. That the wage rate information and other factual unit cost, which the undersigned firm furnished, were accurate, complete and current at the time the undersigned firm and the City of Port St. Lucie entered into the agreement for professional services on the project.

5. That the agreement which the undersigned firm and the City of Port St. Lucie entered into on this job contained a provision that the original agreement price and any additions thereto shall be adjusted to include any significant sums by which the City of Port St. Lucie determines the agreement price was increased due to inaccurate, incomplete or non-current wage rates or other factual unit cost and that all such agreement adjustments shall be made within one (1) year following the end of the agreement.

FURTHER AFFIANT SAYETH NAUGHT

Hazen and Sawyer  
Name of Firm  
Robert B. Taylor, Jr., PE *RB Taylor*  
By: Senior Vice President; SE Regional Manager

The foregoing instrument was acknowledged before me by Robert B. Taylor, Jr. who has produced \_\_\_\_\_ as identification or is personally known to me.

WITNESS my hand and official seal in the State of County last aforesaid this 29<sup>th</sup> day of January, 2024.  
(SEAL)

*Mary Perez*  
Signature

Mary Perez  
Notary Name (typed or printed)

Administrator  
Title or Rank



**EXHIBIT A - FEE SCHEDULE [SUMMARY]  
PORT ST LUCIE  
CEI SERVICES FOR WESTPORT WWTF  
NUTRIENT REDUCTION PROJECT**

<b>Task No.</b>	<b>Task Description</b>	<b>Hazen Hours</b>	<b>Hazen Fee</b>	<b>Holtz Hours</b>	<b>Holtz Fee</b>	<b>Expenses</b>	<b>Total Hours</b>	<b>Total Fee</b>
1	Office Services During Construction	1,289.5	\$265,410.00	732	\$115,890.00	\$7,772.00	2,021.5	\$389,072.00
2	Project Controls During Construction	896	\$79,040.00	0	\$0.00	\$0.00	896	\$79,040.00
3	Field Services During Construction	6,376	\$1,218,480.00	5,864	\$909,560.00	\$8,710.00	12,240	\$2,136,750.00
4	Operational Support Services	998	\$151,280.00	148	\$27,480.00	\$4,690.00	1,146	\$183,450.00
<b>Lump Sum Subtotal</b>								<b>\$2,788,312.00</b>
5	Asset Management Support Services	264	\$39,360.00	472	\$80,760.00	\$0.00	736	\$120,120.00
6	Grant and Funding Support Services	84	\$12,180.00	3,024	\$388,990.00	\$0.00	3,108	\$401,170.00
7	Specific Engineering Services During Construction	584	\$105,880.00	0	\$0.00	\$2,680.00	584	\$108,560.00
8	Additional Engineering and RPR Services	920	\$150,680.00	1,048	\$161,800.00	\$6,700.00	1,968	\$319,180.00
<b>Hourly Not-to-Exceed Subtotal</b>								<b>\$949,030.00</b>
<b>Grand Total</b>		<b>11,411.5</b>	<b>\$2,022,310.00</b>	<b>11,288</b>	<b>\$1,684,480.00</b>	<b>\$30,552.00</b>	<b>22,699.50</b>	<b>\$3,737,342.00</b>

**EXHIBIT A - FEE SCHEDULE [SUMMARY]  
PORT ST LUCIE  
CEI SERVICES FOR WESTPORT WWTF  
NUTRIENT REDUCTION PROJECT  
HAZEN AND SAWYER LEVEL OF EFFORT**

Task No.	Task Description	Lump Sum (LS) or Not to Exceed (NTE)	Rates											Subtotal, Hours	Hazen Fee	Expenses	Subtotal, Fee	
			Principal Engineer P.E.	Senior Engineer P.E.	Project Engineer P.E.	Engineering Intern	Senior Project Manager	Project Manager / Construction Manager	Project Engineer/Manager/Design	Senior CAD Designer	Assistant Project Designer	Administration Services	Professional Hydrologist or Senior Scientist					
<b>1</b>	<b>Office Services During Construction</b>															<b>\$265,410.00</b>	<b>\$7,772.00</b>	<b>\$273,182.00</b>
1.1	Project Management	LS	99.00	-	-	264.00	330.00	-	-	-	-	-	-	693.00	\$137,610.00	\$6,432.00	\$144,042.00	
1.2	Contract Document Review	LS	33.00	264.00	-	16.50	66.00	-	-	-	-	-	-	379.50	\$84,810.00	\$0.00	\$84,810.00	
1.3	Record Drawings	LS	2.00	20.00	-	10.00	10.00	-	-	30.00	-	-	-	72.00	\$12,440.00	\$670.00	\$13,110.00	
1.4	Project Claims and Disputes	LS	5.00	100.00	-	20.00	20.00	-	-	-	-	-	-	145.00	\$30,550.00	\$670.00	\$31,220.00	
<b>2</b>	<b>Project Controls During Construction</b>															<b>\$79,040.00</b>	<b>\$0.00</b>	<b>\$79,040.00</b>
2.1	Review of Submittal Schedule	LS	-	-	-	16.00	16.00	-	-	-	-	16.00	-	48.00	\$7,040.00	\$0.00	\$7,040.00	
2.2	Submittal Distribution and Document Management	LS	-	-	-	40.00	16.00	-	-	-	-	792.00	-	848.00	\$72,000.00	\$0.00	\$72,000.00	
<b>3</b>	<b>Field Services During Construction</b>															<b>\$1,218,480.00</b>	<b>\$8,710.00</b>	<b>\$1,227,190.00</b>
3.1	Construction Engineering Management (RFI, Submittals, CO)	LS	-	-	-	-	-	5,808.00	-	-	-	-	-	5,808.00	\$1,103,520.00	\$0.00	\$1,103,520.00	
3.2	Resident Project Representative (RPR)	LS	-	-	-	-	-	-	-	-	-	-	-	-	\$0.00	\$0.00	\$0.00	
3.3	Specialty Inspections	LS	-	384.00	-	-	-	-	80.00	-	-	-	-	464.00	\$96,080.00	\$4,020.00	\$100,100.00	
3.4	Substantial and Final Completion Reviews	LS	-	64.00	-	40.00	-	-	-	-	-	-	-	104.00	\$18,880.00	\$4,690.00	\$23,570.00	
<b>4</b>	<b>Operational Support Services</b>															<b>\$151,280.00</b>	<b>\$4,690.00</b>	<b>\$155,970.00</b>
4.1	Operation and Maintenance Manual	LS	16.00	30.00	-	352.00	176.00	-	-	-	80.00	80.00	-	734.00	\$109,800.00	\$0.00	\$109,800.00	
4.2	Startup and Testing Services	LS	-	40.00	40.00	80.00	-	-	40.00	-	-	-	-	200.00	\$31,400.00	\$4,020.00	\$35,420.00	
4.3	Operator Training	LS	-	24.00	-	40.00	-	-	-	-	-	-	-	64.00	\$10,080.00	\$670.00	\$10,750.00	
	<b>Lump Sum Subtotal</b>															<b>\$1,714,210.00</b>	<b>\$21,172.00</b>	<b>\$1,735,382.00</b>
<b>5</b>	<b>Asset Management Support Services</b>															<b>\$39,360.00</b>	<b>\$0.00</b>	<b>\$39,360.00</b>
5.1	Asset Management Support Services	NTE	-	24.00	40.00	176.00	24.00	-	-	-	-	-	-	264.00	\$39,360.00	\$0.00	\$39,360.00	
<b>6</b>	<b>Grant and Funding Support Services</b>															<b>\$12,180.00</b>	<b>\$0.00</b>	<b>\$12,180.00</b>
6.1	Grant Set-up and Commencement	NTE	-	-	-	-	-	-	4.00	-	-	-	-	4.00	\$580.00	\$0.00	\$580.00	
6.2	Quarterly Progress Reports	NTE	-	-	-	-	-	-	24.00	-	-	-	-	24.00	\$3,480.00	\$0.00	\$3,480.00	
6.3	Reimbursement Requests	NTE	-	-	-	-	-	-	8.00	-	-	-	-	8.00	\$1,160.00	\$0.00	\$1,160.00	
6.4	Annual Audit Assistance	NTE	-	-	-	-	-	-	-	-	-	-	-	-	\$0.00	\$0.00	\$0.00	
6.5	Wage Certification Reports and Compliance	NTE	-	-	-	-	-	-	40.00	-	-	-	-	40.00	\$5,800.00	\$0.00	\$5,800.00	
6.6	Final Grant Closeout/Certification Package	NTE	-	-	-	-	-	-	4.00	-	-	-	-	4.00	\$580.00	\$0.00	\$580.00	
6.7	Grant Mangement/Correspondence/Coordination	NTE	-	-	-	-	-	-	4.00	-	-	-	-	4.00	\$580.00	\$0.00	\$580.00	
<b>7</b>	<b>Specific Engineering Services During Construction</b>															<b>\$105,880.00</b>	<b>\$2,680.00</b>	<b>\$108,560.00</b>
7.1	Specific Engineering Services During Construction	NTE	24.00	240.00	120.00	160.00	-	-	40.00	-	-	-	-	584.00	\$105,880.00	\$2,680.00	\$108,560.00	
<b>8</b>	<b>Additional Engineering and RPR Services</b>															<b>\$150,680.00</b>	<b>\$6,700.00</b>	<b>\$157,380.00</b>
8.1	Additional Engineering Services	NTE	8.00	40.00	80.00	120.00	80.00	-	120.00	120.00	-	80.00	-	648.00	\$98,360.00	\$2,680.00	\$101,040.00	
8.2	Additional RPR Services	NTE	8.00	-	-	-	-	-	264.00	-	-	-	-	272.00	\$52,320.00	\$4,020.00	\$56,340.00	
	<b>Hourly Not-to-Exceed Subtotal</b>															<b>\$308,100.00</b>	<b>\$9,380.00</b>	<b>\$317,480.00</b>

EXHIBIT A - FEE SCHEDULE [SUMMARY]  
 PORT ST LUCIE  
 CEI SERVICES FOR WESTPORT WWTF  
 NUTRIENT REDUCTION PROJECT  
 HAZEN AND SAWYER LEVEL OF EFFORT

Task No.	Task Description	Lump Sum (L-S) or Not to Exceed (NTE)		Principal Engineer P.E.	Senior Engineer P.E.	Project Engineer P.E.	Engineering Intern	Senior Project Manager	Project Manager / Construction Manager	Project Engineer/Manager/Design	Senior CAD Designer	Assistant Project Designer	Administration Services	Professional Hydrologist or Senior Scientist	Subtotal, Hours	Hazen Fee	Expenses	Subtotal, Fee
			Rates	\$270	\$220	\$180	\$120	\$240	\$190	\$145	\$130	\$100	\$80	\$280				
	<b>Grand Total</b>			\$195	1,230.00	280.00	1,334.50	738.00	6,072.00	364.00	150.00	80.00	968.00	-	11,411.50	\$2,022,310.00	\$30,552.00	<b>\$2,052,862.00</b>

**EXHIBIT A - FEE SCHEDULE [SUMMARY]  
 PORT ST LUCIE  
 CEI SERVICES FOR WESTPORT WWTF  
 NUTRIENT REDUCTION PROJECT  
 HOLTZ CONSULTING ENGINEERS LEVEL OF EFFORT**

Task No.	Task Description	Lump Sum (LS) or Not to Exceed (NTE)	Rates	Senior Engineer P.E.	Project Engineer P.E.	Engineering Intern	Project Manager - Funding Administrator	Project Engineer/Manager/Designer	Senior CAD Designer	Senior Inspector	Administration Services	Subtotal, Hours	HCE Fee	Expenses	Subtotal, Fee
				\$220	\$180	\$120	\$190	\$145	\$130	\$155	\$80				
<b>1</b>	<b>Office Services During Construction</b>												<b>\$115,890.00</b>	<b>\$0.00</b>	<b>\$115,890.00</b>
1.1	Project Management	LS		132.00	-	-	-	66.00	-	-	-	198.00	\$38,610.00	\$0.00	\$38,610.00
1.2	Contract Document Review	LS		-	-	-	-	-	-	-	-	-	\$0.00	\$0.00	\$0.00
1.3	Record Drawings	LS		30.00	-	-	-	150.00	300.00	30.00	-	510.00	\$72,000.00	\$0.00	\$72,000.00
1.4	Project Claims and Disputes	LS		24.00	-	-	-	-	-	-	-	24.00	\$5,280.00	\$0.00	\$5,280.00
<b>2</b>	<b>Project Controls During Construction</b>												<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
2.1	Review of Submittal Schedule	LS		-	-	-	-	-	-	-	-	-	\$0.00	\$0.00	\$0.00
2.2	Submittal Distribution and Document Management	LS		-	-	-	-	-	-	-	-	-	\$0.00	\$0.00	\$0.00
<b>3</b>	<b>Field Services During Construction</b>												<b>\$909,560.00</b>	<b>\$0.00</b>	<b>\$909,560.00</b>
3.1	Construction Engineering Management (RFI, Submittals, CO)	LS		-	-	-	-	-	-	-	-	-	\$0.00	\$0.00	\$0.00
3.2	Resident Project Representative (RPR)	LS		-	-	-	-	-	-	5,808.00	-	5,808.00	\$900,240.00	\$0.00	\$900,240.00
3.3	Specialty Inspections	LS		-	-	-	-	-	-	-	-	-	\$0.00	\$0.00	\$0.00
3.4	Substantial and Final Completion Reviews	LS		16.00	-	-	-	40.00	-	-	-	56.00	\$9,320.00	\$0.00	\$9,320.00
<b>4</b>	<b>Operational Support Services</b>												<b>\$27,480.00</b>	<b>\$0.00</b>	<b>\$27,480.00</b>
4.1	Operation and Maintenance Manual	LS		16.00	-	-	-	-	-	32.00	-	48.00	\$8,480.00	\$0.00	\$8,480.00
4.2	Startup and Testing Services	LS		40.00	-	-	-	40.00	-	-	-	80.00	\$14,600.00	\$0.00	\$14,600.00
4.3	Operator Training	LS		20.00	-	-	-	-	-	-	-	20.00	\$4,400.00	\$0.00	\$4,400.00
	<b>Lump Sum Subtotal</b>												<b>\$1,052,930.00</b>	<b>\$0.00</b>	<b>\$1,052,930.00</b>
<b>5</b>	<b>Asset Management Support Services</b>												<b>\$80,760.00</b>	<b>\$0.00</b>	<b>\$80,760.00</b>
5.1	Asset Management Support Services	NTE		-	304.00	-	-	-	-	168.00	-	472.00	\$80,760.00	\$0.00	\$80,760.00
<b>6</b>	<b>Grant and Funding Support Services</b>												<b>\$388,990.00</b>	<b>\$0.00</b>	<b>\$388,990.00</b>
6.1	Grant Set-up and Commencement	NTE		-	-	8.00	8.00	12.00	-	-	16.00	44.00	\$5,500.00	\$0.00	\$5,500.00
6.2	Quarterly Progress Reports	NTE		-	-	96.00	48.00	96.00	-	48.00	288.00	288.00	\$38,400.00	\$0.00	\$38,400.00
6.3	Reimbursement Requests	NTE		-	-	32.00	16.00	48.00	-	16.00	112.00	112.00	\$15,120.00	\$0.00	\$15,120.00
6.4	Annual Audit Assistance	NTE		-	-	-	6.00	12.00	-	6.00	24.00	24.00	\$3,360.00	\$0.00	\$3,360.00
6.5	Wage Certification Reports and Compliance	NTE		-	-	594.00	264.00	594.00	-	528.00	1,980.00	1,980.00	\$249,810.00	\$0.00	\$249,810.00
6.6	Final Grant Closeout/Certification Package	NTE		-	-	96.00	48.00	96.00	-	48.00	288.00	288.00	\$38,400.00	\$0.00	\$38,400.00
6.7	Grant Mangement/Correspondence/Coordination	NTE		-	-	96.00	48.00	96.00	-	48.00	288.00	288.00	\$38,400.00	\$0.00	\$38,400.00
<b>7</b>	<b>Specific Engineering Services During Construction</b>												<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
7.1	Specific Engineering Services During Construction	NTE		-	-	-	-	-	-	-	-	-	\$0.00	\$0.00	\$0.00
<b>8</b>	<b>Additional Engineering and RPR Services</b>												<b>\$161,800.00</b>	<b>\$0.00</b>	<b>\$161,800.00</b>
8.1	Additional Engineering Services	NTE		64.00	240.00	240.00	-	240.00	-	-	-	784.00	\$120,880.00	\$0.00	\$120,880.00
8.2	Additional RPR Services	NTE		-	-	-	-	-	-	264.00	-	264.00	\$40,920.00	\$0.00	\$40,920.00
	<b>Hourly Not-to-Exceed Subtotal</b>												<b>\$631,550.00</b>	<b>\$0.00</b>	<b>\$631,550.00</b>
	<b>Lump Sum + Hourly Not-to-Exceed Total</b>			342.00	544.00	1,162.00	438.00	1,490.00	300.00	6,302.00	710.00	11,288.00	\$1,684,480.00	\$0.00	\$1,684,480.00