



May 25, 2018

City of Daytona Beach
P.O. Box 2451
Daytona Beach, Florida 32115

Attention: Jo Ann Macrina
Deputy Director - Utilities

Subject: Contract 1307-1022
Work Authorization No. 21
Westside Regional Water Reclamation Facility Improvements
Construction Engineering and Inspection (CEI) Services

Dear Jo Ann:

Attached for your consideration are the proposed scope, schedule, and budget as defined in Exhibits A and B, attached herewith, for assisting with Construction Engineering and Inspection (CEI) services for the Westside Regional Water Reclamation Facility Improvements.

This proposal is a firm offer to provide the services detailed in the attached scope of services for a lumpsum fee of \$1,716,507.97, based on a breakdown provided in Exhibit B-1 attached to this proposal, and the offer is effective for 120 days.

This proposal may be accepted through the issuance of a City purchase order to Carollo Engineers, Inc., 200 East Robinson Street, Suite 1400, Orlando, FL 32801 contract No. 1307-1022 work authorization No. 21.

If you have any questions, please feel free to call us.

Sincerely,

CAROLLO ENGINEERS, Inc.

Sudhan Paranjape, P.E.
Associate Vice President

Exhibit No. A - Scope of Services

City of Daytona Beach

City Contract No. 1307-1022

Westside Regional Water Reclamation Facility Improvements

Construction Engineering and Inspection Services

Work Authorization # 21

EXHIBIT A – SCOPE OF SERVICES

A. Project Understanding

The City of Daytona Beach (CITY) owns and operates the Westside Regional Wastewater Treatment Facility (WRWRF). The WRWRF is an advanced wastewater treatment facility permitted to treat a maximum of 45 million gallons per day (MGD) and an annual average daily flow of 15 MGD (AADF).

Carollo Engineers Inc. (CONSULTANT) provided final design engineering services for the following three projects;

- RAS/WAS Pump Station Modifications and Bardenpho™ Stage 5 Aeration Improvements
- Bardenpho™ Stage 3 Improvements
- Tertiary Deep-Bed Sand Filters

The CONSULTANT developed the design document (specifications and drawings) for the projects as independent projects. Later the design of the three projects was combined into one set of bidding documents.

The City selected a Construction Manager to construct the project under a Construction Manager At Risk (CMAR) delivery method. The CMAR used the combined set of bidding documents and provided a Guaranteed Maximum Price (GMP) Proposal.

As part of this Work Authorization No. 21, The CITY requested CONSULTANT to provide Construction Engineering and Inspection (CEI) services during construction. Construction is anticipated to take 22 months to Final Completion. The CONSULTANT will include a full time Resident Project Representative (RPR) and part time Construction Trade Inspection Services (electrical and I&C disciplines) during construction.

In addition to CEI services, the CONSULTANT will perform services associated with the administration of the FDEP SRF Loan that the CITY is receiving for the Project. The Berryhill Group, LLC will be a subconsultant performing these SRF Loan administration services.

The scope of services for the CONSULTANT under this Work Authorization will include the following subtasks:

- Task 1 - Project Management
- Task 2 – Construction Engineering and Inspection Services
- Task 3 – Start Up and Testing Phase Services
- Task 4 – FDEP SRF Loan Reimbursement Administration Services

B. Scope of Work

The scope of services to be provided as part of this project is summarized by the following tasks:

Task 1 – Project Management

Task 1.1 - Project Management: Provide the CITY with monthly progress reports that identify what work has been performed during the month and an itemized listing of work that will be anticipated in the upcoming month. These reports will be delivered as part of the monthly progress payment request. It is anticipated that a total of 22 monthly reports will be performed over the duration of this scope of service.

Task 1.2 – Communication and Construction Management Plan Review

A project specific Communication and Construction Management Plan will be created by the CMAR for the project to establish project protocols, communications, and procedures for the interface between CITY, CONSULTANT, and CMAR during construction. CONSULTANT will review and provide comments. This is a living document and changes will be made as the project progresses.

Task 1 Deliverables:

- Communication and Construction Management Plan review comments
- 22 Monthly Project Reports

Task 2 – Construction Engineering and Inspection Services

Task 2.1 - Pre-Construction Conference

The CONSULTANT will participate in a preconstruction conference. An agenda will be prepared by the CMAR in advance to notify attendees of key items for discussion. The agenda will follow the CITY's standard pre-construction conference procedures. Meeting notes will be prepared and distributed to attendees by the CMAR. CONSULTANT will provide conformed documents.

Task 2.2 - Shop Drawings

CONSULTANT will receive shop drawings and construction submittals electronically (PDF, Word, Excel or other appropriate electronic format) from the CMAR, and maintain a submittal log. CONSULTANT will review shop drawings for general conformance with the design concepts and the requirements of the conformed contract documents. Such review shall not relieve the CMAR from full responsibility for performance of all work in accordance with the conformed contract documents, nor is such review a guarantee that the CMAR's work covered by the shop drawings and submittals is free of errors, inconsistencies, or omissions. Such review or other action shall not extend to means, methods, sequences, techniques, or procedures of construction selected by the CMAR, or to safety precautions and programs.

The CONSULTANT will review and return shop drawings within 14 calendar days of receipt of the shop drawings. For budget purposes, CONSULTANT assumes that a maximum of 160 submittals will be processed by the CONSULTANT's Team for the entire project. This task is also to encompass the review of draft Operations & Maintenance submittals. For budget purposes, it is assumed that the 160 submittals will be utilized to encompass if it is the CMAR's first submittal or any subsequent re-submittals, with an allocation of approximately 5 hours per submittal.

Following is the breakdown of the estimate of shop drawing submittals:

Division 1 - 10 Submittals
Division 2 - 10 Submittals
Division 3 - 30 Submittals
Division 4 - 2 Submittal
Division 5 - 10 Submittals
Division 7 - 4 Submittals
Division 8 - 4 Submittals
Division 9 - 5 Submittals
Division 11 - 15 Submittals
Division 13 - 5 Submittals
Division 15 - 20 Submittals
Division 16 - 30 Submittals
Division 17 - 15 Submittals

Task 2.3 - Requests for Information (RFI)

The CONSULTANT will review and respond to RFIs from the CMAR and/or the CITY. To support the preparation of record documents, all changes to the construction documents must be traceable to a RFI or other written document processed in association with the administration of the contract. The CONSULTANT assumes that any field changes or revisions will be processed by the CMAR using RFI. CONSULTANT assumes an electronic document management system hosted by the CMAR will be used to process and maintain a log for all RFIs. For budget purposes, CONSULTANT assumes that a maximum of up to 150 RFIs will be processed, with an allocation of approximately 2.5 hours per RFI.

Task 2.4 - Review Requests for Proposed Changes (RPC)

The CONSULTANT will review Requests for Proposed Changes that arise during construction. The CONSULTANT will maintain a RPC Log. To support the preparation of record documents, all changes to the conformed construction documents must be traceable to a RFI or other written document processed in association with the administration of the contract. When an RFI is processed if it impacts schedule or cost, then an RPC will be issued to track the associated changes with respect to schedule or cost. The RPC will reference the final pricing developed by the CMAR in association with the GMP Proposal. The CONSULTANT will review CMAR cost estimates to negotiate each RPC. The CONSULTANT will serve as the CITY's representative for the CITY's negotiation with the CMAR. It is assumed that RPCs will be correlated to individual RFIs. A series of RPC's will be grouped into Change Orders (CO) for

processing. The CONSULTANT will prepare and recommend approval of change orders. The City's PM will process all change orders. The CONSULTANT will prepare a log for tracking all RPCs and Change Orders. It is assumed that 5 meetings will be held over the duration of the Project to negotiate RPCs. Since the objective of the meeting are final RPCs used for processing a CO, the CONSULTANT assumes that meeting summaries will not be performed for this task. For budget purposes, the CONSULTANT assumes that a maximum of 30 RPCs will be processed and 5 COs, with 4 hours per RPC and 2 hours per CO respectively.

Task 2.5 - Review Monthly Pay Applications

The CONSULTANT will review 22 monthly progress payment requests from the CMAR. The CONSULTANT will review stored materials and walk the site with the CMAR in conjunction with the progress payment. The CONSULTANT will interface with the CMAR for adjustments directed by the CITY in order to process the pay request. The CONSULTANT will provide the CMAR with written comments on the CMAR's draft pay application.

Task 2.6 – Review Monthly Construction Progress Schedule

The construction contract documents will require the CMAR to prepare a Project Schedule utilizing the Critical Path Method (CPM) and the latest version of Primavera P6 Professional. The CONSULTANT will review the CMAR's construction schedule, including monthly updates and revisions in association with Progress Payments. The CONSULTANT's review will focus on key elements such as logic, duration of activities, duration of startup and testing, and construction sequencing constraints and milestones. The CONSULTANT's review of the schedule shall not relieve the CMAR's responsibility to construct the Project in conjunction with the schedule required by conformed documents. In conjunction with processing monthly pay requests, the CONSULTANT will review the schedule and provide written comments to the CMAR.

Task 2.7 - Davis-Bacon Prevailing Wage and American Iron and Steel (ASI) Compliance

The CONSULTANT will review the contractor and subcontractor certified payroll for compliance with Davis Bacon prevailing wage requirements as required per the SRF Loan. This interview process is the field verification of the prevailing wage requirements associated with the weekly certified payroll performed by the CMAR. The CONSULTANT will evaluate stored materials in order to maintain compliance with the Buy American Steel and Iron Provision that is required for the SRF Loan.

Task 2.8 - Resident Project Representative (RPR)

The CONSULTANT will provide full-time resident inspection services throughout the duration of the Project. It is anticipated that there will be 1 full time Resident Project Representative (RPR) that will serve as the CONSULTANT's field lead. The RPR will manage all activities of the CONSULTANT's field inspection personnel, and interaction with the CITY, CONSULTANT's Team, and CMAR staff. The CONSULTANT will prepare daily inspection reports, and summary weekly and monthly inspection reports to the City. The RPR will participate all monthly progress meetings. The RPR will also do a

cursory review of all shop drawings to ensure they conform to the requirements of the bid documents before sending over to the respective Engineer or Record (EOR) for review. Similarly the RPR will also review all RFIs and work with the EOR to prepare a timely response. RPR will also review monthly pay requests before submitting to the City's Project Manager for approval.

Task 2.9 - Construction Inspection & EOR Site Visits

Construction is anticipated to take 22 months to Final Completion. The CONSULTANT will provide a part time construction trade inspector during construction. It is assumed that part time clerical staff will be utilized for document processing throughout the duration of the Project. The CONSULTANT's Engineer of Record will also perform periodic site visits throughout construction to support the Inspectors. The CONSULTANT will inspect the work for conformance with the conformed documents regarding Electrical and I&C equipment. Wiring will be inspected for proper terminations and labeling. Installations will be monitored for compliance with NEC and other applicable codes. A total of 12 site visits with 8 hours per visit have been budgeted for the CONSULTANT's EOR during the course of construction.

Task 2.10 - Monitor Contractor's Compliance with Contract Documents

The CONSULTANT will review and monitor the CMAR's work to maintain compliance with the contract documents. The CONSULTANT will report any non-conformances and deficiencies to the CITY and the CMAR. The CONSULTANT will work with the CMAR to address these deficiencies in a timely manner to the acceptance of the CITY.

Task 2.11 - Monitor and Review Record Documents

The CONSULTANT will monitor and coordinate the CMAR's recording and maintenance of changes to the construction contract documents at a minimum of a monthly basis, or more frequently as required. At the 50%, 75%, and 90% construction completion milestones, the CONSULTANT will perform a review of the CMAR's working record documents for general completeness and advise the CITY and CMAR of the status. The CONSULTANT will provide review of the CMAR's working record documents in writing or by marking up the draft record documents and stored on the electronic document management system.

Task 2.12 - Material Testing Evaluations

CONSULTANT will hire the services of a third party material testing laboratory as necessary for construction and materials testing during construction. The third party material testing laboratory will provide the results of the testing to the CITY and the CONSULTANT. Testing results will be monitored for compliance with the contract documents. The CONSULTANT will work with the CMAR to address deficiencies in material testing in a timely manner to the acceptance of the CITY.

Task 2.13 - Monthly Construction Progress Meetings

The CMAR will schedule, coordinate, and conduct 22 monthly progress meetings with the CITY and CONSULTANT. An agenda will be prepared by the CMAR in advance to notify attendees of key items for discussion. The agenda will be formatted in such

manner that discussion items from the previous meeting will be rolled over from one month to the next in succession. The meeting summaries and agendas will be stored on the CMAR's electronic document management system. The agenda will follow the CITY's standard construction progress meeting process. Meeting notes will be prepared and distributed to attendees by the CMAR and saved on the CMAR's electronic document management system.

Task 2.14 - Conduct Substantial and Final Completion Inspections

The CONSULTANT will perform Substantial and Final Completion inspections. The CONSULTANT will prepare punch lists to be completed by the CMAR to reach the Substantial Completion and Final Completion milestones. The CONSULTANT will review the completed items to determine that they were addressed satisfactorily. The CONSULTANT will assist the CITY in negotiation of unsettled changes or disputes associated with these inspections.

Task 2.15 - Record Documents

Following Final Completion, the CONSULTANT will utilize the CMAR's red-lined record documents to make the revisions using AutoCAD 2010, or later version, in order to produce the final Record Documents. The CONSULTANT will follow the CITY standards for preparing the Record Documents. The CONSULTANT will provide a submittal of the draft Record Documents for review by the CITY. The CONSULTANT assumes that 1 review meeting will be held with the CITY to review the draft Record Documents and draft O&M Manual. The CONSULTANT will sign and seal the final Record Documents. The CONSULTANT will provide the CITY with 3 full sized copies of the final Record Documents. The CONSULTANT will also provide the CITY a PDF copy and an AUTOCAD copy of the Record Documents.

Task 2.16 - Operations & Maintenance Manuals

Upon receipt of the accepted Operations & Maintenance (O&M) Manuals from the CMAR, the CONSULTANT will prepare and update the existing WRWRF O&M Manual to incorporate the Project. The revised WRWRF O&M Manual will be prepared in a searchable PDF format that can be indexed by major process area. The revised O&M Manual will include reference to the Record Documents prepared by the CONSULTANT. The CONSULTANT will provide a submittal of the draft Record Documents for review by the CITY. The customized O&M manual will include Standard Operating Procedures (SOPs) for all major unit processes upgraded as part of this project. The SOP will include the following:

- a. Contractor and Manufacturer warranty information
- b. An overview of the designed facility improvements, including a general process schematic.
- c. Written description of the unit process including the basis of design, including physical characteristics and operating parameters.
- d. Define normal operation, maintenance and managerial staff responsibilities

- e. Standard operating procedures and process controls for each major sub-system
- f. Start-up and shutdown procedures; abnormal or emergency operating procedures; troubleshooting; and process monitoring and sampling
- g. Maintenance procedures, based on information presented in the manufacturer's equipment manuals, including preventive maintenance schedules recommended by the manufacturers. Maintenance schedules shall include the maintenance task, frequency, recommended lubricants, and shall be cross-referenced to the manufacturer's manual for further detail.
- h. List of recommended spare parts
- i. Include manufacturer's start-up reports, factory and field test results, as applicable
- j. Permits

The CONSULTANT assumes that 1 review meeting will be held with the CITY to review the draft Record Documents and draft O&M Manual. The CONSULTANT will provide the CITY with 3 hard copies of the final O&M Manual. The CONSULTANT will provide the CITY copies of the O&M Manual in MS WORD and searchable PDF format.

Task 2.17 – Fiscal Sustainability Report

The CONSULTANT will prepare a “Fiscal Sustainability Plan” (FSP) per the CWSRF loan agreement for the project. The FSP is required prior to the City requesting the final disbursement of the loan funds under the agreement. CONSULTANT will submit a DRAFT report for City and FDEP review and finalize upon receipt of comments from the City and FDEP.

Task 2.18 - FDEP Notice of Completion of Construction

Upon Issuance of Final Completion, the FDEP requires that FDEP Form 62-620.910(12) is submitted for Notification of Construction Completion. This form is to document any differences from the original permit materials processed by FDEP for the Project and the constructed condition. The CONSULTANT will complete this form and provide the associated materials to document any deviations from the permit documents. FDEP requires that Form 62-620.910(13) is completed for the Notification of the Availability of O&M Manuals and Record Documents. The CONSULTANT will complete this form once the Final O&M Manuals and Record Documents are accepted by the CITY.

Task 2.19 – Assist with Owner Direct Purchase

The CONSULTANT will assist the City with the Owner Direct Purchase of certain major equipment. This will follow City's Owner Direct Purchase policy and also assist with necessary paperwork for saving of associated sales taxes.

Task 2 Deliverables:

- Provide Conformed Documents
- Review Construction and O&M Submittals

- Responses to up to 150 RFIs
- Review and Negotiation of up to 30 RPC and processing of up to 5 CO
- Review 22 monthly progress payments and schedule updates
- Substantial and Final Completion Punchlists
- 3 sets of full-sized hard copies and electronic copy of Record Documents
- 3 sets of hard copies and electronic copies of Operations & Maintenance Manuals
- FDEP Form Form 62-620.910(12) - Notification of Construction Completion
- FDEP Form Form 62-620.910(13) - Availability of Record Documents and O&M Manuals

Task 2 Meetings/Workshops:

- Preconstruction Conference
- UP TO 5 RPC Negotiation Meetings
- Interview CMAR employees for Davis Bacon prevailing wage requirements
- 22 Monthly Progress Meetings
- Draft O&M Manual and Record Drawing Review Meeting

Task 3 – Start Up and Testing Phase Services

Task 3.1 - Initial Preliminary Testing Services

The CONSULTANT will oversee preliminary facilities acceptance testing and startup in cooperation with the CMAR, CITY, and WRWRF Operations staff. Initial preliminary testing services will include assistance with comprehensive testing of functional equipment, sub-systems, and entire treatment processes as dictated in the conformed construction documents. These services are predecessor task to initiating start-up and operations. The CONSULTANT will coordinate with manufacturer's representatives and the CMAR throughout this process.

Task 3.2 – Electrical and I&C Testing

The CONSULTANT will work with the CMAR and equipment vendors to determine all the required testing, then witness and document all site acceptance tests on electrical and I&C equipment. This includes witnessing all point-to-point checks and run tests for electrical equipment. This includes all I&C interlocks for functional demonstration that the equipment is performing as outlined in the conformed contract document. The CONSULTANT will confirm that circuit breaker settings conform to the values shown in the short circuit study and that all harmonic filters are correct and in place. All electrical and I&C testing results will be documented and filed in the project records.

Task 3.3 – System Start-Up and System Testing

The CONSULTANT will oversee testing and startup in cooperation with the CMAR, CITY and WRWRF Operations staff. The CONSULTANT will interface with the CITY and CMAR for the initial system start-up for the new processes. The CONSULTANT will coordinate with the CITY and CMAR for operation of the new processes as outlined in the conformed construction documents. These are the final system start-up and testing

phases to bring the new facilities online for beneficial use by the CITY and issuance of Substantial Completion.

Task 3 Deliverables:

- There are no specific deliverables in this Task

Task 3 Meetings/Workshops:

- There are no specific deliverables in this Task

Task 4 – FDEP SRF Loan Reimbursement Administration Services

Task 4.1 – Consultation and Advisory Services

The SUBCONSULTANT will be available on an as needed basis for services not included in Task 4.2 through Task 4.6 to assist the CITY and the CONSULTANT, respond to questions, attend meetings, and provide guidance and advice to the CITY, the CITY's staff, and the CONSULTANT relative to the Clean Water State Revolving Fund (SRF), other funding source requirements, the funding process requirements, and pre-bid compliance requirements. The SUBCONSULTANT will represent the CITY before the FDEP in settling any issues relative to the disbursement process and the compliance monitoring process that may arise during the construction phase. The SUBCONSULTANT will represent the CITY and coordinate with the FDEP in the resolution of any issues that arise during the project period. The SUBCONSULTANT will meet with the CITY and the CITY's staff as requested to provide funding updates and assist the CITY's staff in the administration of the project. Services under Task 4.1 are for services not included in Task 4.2 through Task 5.6.

Task 4.2 – Pre-Construction Conference

The SUBCONSULTANT will prepare for and attend a Pre-Construction Conference to provide guidance to the CMAR relative to the SRF program compliance process and requirements that apply during construction. The SUBCONSULTANT will provide responses to questions and comments. If a written response to questions is needed, the SUBCONSULTANT will assist the CITY in the preparation of the response.

Task 4.3 – Construction Progress Meetings and Change Order Review

The SUBCONSULTANT will prepare for and attend Construction Progress Meetings with the CITY, CONSULTANT and CMAR, as needed, to respond to questions and comments and to provide guidance relative to the SRF program compliance process and requirements. Any compliance issues that arise during construction will be addressed. Changer Orders will be reviewed for SRF eligibility and the SUBCONSULTANT will assist the CITY and the CONSULTANT in gaining the approval of the FDEP for Change Orders. The SUBCONSULTANT will advise the CITY and assist in settling any issues with the CMAR or the FDEP relative to the SRF program requirements.

Task 4.4 – Disbursement Requests

The SUBCONSULTANT will gather and assemble the CMAR's monthly pay estimates, invoices for engineering services, administrative services, and other SRF eligible costs along with supporting documentation as required by the FDEP necessary to prepare the monthly disbursement requests. The CITY or the CONSULTANT will verify the CMAR's work progress and accuracy of the CMAR's monthly pay estimates. The SUBCONSULTANT will review the pay estimates and invoices to verify SRF eligibility. The CITY or the CONSULTANT will obtain other documentation including the Davis-Bacon certified payrolls and other documents required by the FDEP from the CMAR. The SUBCONSULTANT will prepare the monthly disbursement requests and submit to the CITY for review, approval, signing, and submittal to the FDEP.

Task 4.5 – Compliance Monitoring

The SUBCONSULTANT will monitor the Federal Labor Standards Requirements (Davis-Bacon) on a monthly basis. The SUBCONSULTANT will review the CMAR's and subcontractors' weekly certified payrolls for compliance with the Davis-Bacon Act requirements and notify the CITY of any exceptions. The CITY or the CONSULTANT will collect the certified payrolls from the CMAR and subcontractors and submit to the SUBCONSULTANT. The CONSULTANT will conduct on-site labor interviews as required by the FDEP and submit the labor interview forms on a monthly basis to the SUBCONSULTANT for review. The SUBCONSULTANT will advise the CITY in the maintenance of files of compliance documentation forms as required for inspection by the FDEP, auditors, and others. The SUBCONSULTANT will notify the CITY of any exceptions noted in the review of the submitted documents and assist the CITY and the contractor in maintaining compliance with the FDEP requirements. The SUBCONSULTANT will represent the CITY and coordinate with the FDEP to settle any issues relating to the Davis-Bacon Act requirements or other compliance process requirements.

Task 4.6 – Project Closeout

The SUBCONSULTANT will prepare for and meet with the CITY, CONSULTANT, and the FDEP for the FDEP final inspection and preliminary project closeout for the SRF loan. The SUBCONSULTANT will prepare the final disbursement request and assist with the documentation needed for the final administrative closeout by the FDEP. The SUBCONSULTANT will review and advise the CITY relative to the final loan amendment that sets the final terms of the loan. The SUBCONSULTANT will assist the CITY and cooperate with the auditor should the project be audited.

Task 4 Deliverables:

- Review comments on CMAR RFQ

Task 4 Meetings/Workshops:

- Task 4.1 Meetings
- Preconstruction Conference
- Task 4.5 Meetings
- Project Closeout Meeting

C. Schedule

It is assumed that this scope of service will be performed over a period of 24 months, based upon the following subtask durations;

Task 2 - Anticipated duration of 22 months

Task 3 - Anticipated duration of 2 months

Task 4 - Anticipated duration of 24 months

D. Compensation

Compensation for the services described in Tasks 1 through 4 above shall be delivered for the lumpsum amount of **\$1,716,507.97**. The basis for this lumpsum amount is provided in the attached Exhibit B-1.

Subconsultant proposals are attached as Exhibit C.

EXHIBIT B
FEE

WESTSIDE REGIONAL WATER RECLAMATION FACILITY IMPROVEMENTS
CONSTRUCTION ENGINEERING AND INSPECTION SERVICES
EXHIBIT NO. B-1
WO 21: OVERALL FEE

WRWRF IMPROVEMENTS		Carollo Engineers Inc.	Engineering Technologies Inc.	The Berryhill Group, LLC	Hillers Electrical Engineering, Inc.	Bailey Engineering Consultants, Inc.	Universal Engineering Inc.	Total Project Lump-sum Costs
CONSTRUCTION ENGINEERING AND INSPECTION SERVICES								
TASK	TASK DESCRIPTION							
1	PROJECT MANAGEMENT AND QUALITY CONTROL							
1.1	Project Management (22 Monthly Progress Reports)	\$9,888.36						\$9,888.36
1.2	Communication and Construction Management Plan Review	\$5,975.68						\$5,975.68
2	CONSTRUCTION ENGINEERING AND INSPECTION SERVICES							
2.1	Pre-Construction Conference	\$8,779.30	\$1,025.00		\$1,239.84	\$1,400.00		\$12,444.14
2.2	Shop Drawings	\$110,518.80	\$11,125.00		\$17,380.72	\$34,120.00		\$173,144.52
2.3	Requests For Information (RFI)	\$61,297.00	\$5,600.00		\$3,329.20	\$13,160.00		\$83,386.20
2.4	Review Requests for Proposed Changes (RPC)	\$28,907.40	\$1,430.00		\$5,074.16	\$5,500.00		\$40,911.56
2.5	Review Monthly Pay Application	\$15,395.52						\$15,395.52
2.6	Construction Progress Schedule	\$15,395.52						\$15,395.52
2.7	Davis-Bacon Prevailing Wage and American Iron and Steel (ASI) Compliance	\$6,414.80						\$6,414.80
2.8	Resident Project Representatives (RPR)	\$437,289.90						\$437,289.90
2.9	Construction Inspection and EOR Site Visits	\$216,871.92	\$7,150.00		\$10,791.20	\$209,000.00		\$443,813.12
2.1	Monitor Contractor's Compliance with Contract Documents	\$7,697.76						\$7,697.76
2.11	Monitor and Review Record Documents	\$15,395.52						\$15,395.52
2.12	Material Testing Evaluations	\$40,092.50					\$14,225.00	\$54,317.50
2.13	Monthly Construction Progress Meetings	\$49,947.92				\$13,120.00		\$63,067.92
2.14	Conduct Substantial and Final Completion Inspections	\$23,967.76						\$23,967.76
2.15	Record Documents	\$22,756.90	\$2,045.00		\$4,155.76	\$5,660.00		\$34,617.66
2.16	Operations & Maintenance Manuals	\$66,222.07			\$10,906.00	\$9,300.00		\$86,428.07
2.17	Fiscal Sustainability	\$10,577.10						\$10,577.10
2.18	FDEP Notice of Completion Of Construction	\$4,091.46						\$4,091.46
2.19	Assist with Owner Direct Purchase	\$17,393.36						\$17,393.36
3	START UP AND TESTING PHASE SERVICES							
3.1	Initial Preliminary Testing Services	\$16,260.00				\$2,800.00		\$19,060.00
3.2	Electrical and I&C Testing	\$6,414.80				\$8,000.00		\$14,414.80
3.3	System Start-Up and System Testing	\$26,105.20			\$6,474.72	\$4,040.00		\$36,619.92
4	FDEP SRF LOAN REIMBURSEMENT ADMINISTRATION SERVICES							
4.1	Consultation and Advisory Services	\$0.00		\$6,000.00				\$6,000.00
4.2	Pre-Construction Conference	\$0.00		\$2,500.00				\$2,500.00
4.3	Construction Progress Meetings and Change Order Review	\$2,962.52		\$6,000.00				\$8,962.52
4.4	Disbursement Requests	\$4,321.34		\$26,400.00				\$30,721.34
4.5	Compliance Monitoring	\$1,586.40		\$31,350.00				\$32,936.40
4.6	Project Closeout	\$1,679.56		\$2,000.00				\$3,679.56
	TOTAL NOT-TO-EXCEED COSTS	\$1,234,206.37	\$28,375.00	\$ 74,250.00	\$ 59,351.60	\$ 306,100.00	\$ 14,225.00	\$1,716,507.97

WESTSIDE REGIONAL WATER RECLAMATION FACILITY IMPROVEMENTS
 WO 21: CONSTRUCTION ENGINEERING AND INSPECTION SERVICES
 EXHIBIT NO B-1
 CAROLLO ENGINEERS INC. COSTS ONLY

		OFFICE STAFF					FIELD STAFF	TOTAL HOURS	OTHER DIRECT COSTS	TOTAL LABOR COST (LUMP SUM)
		Senior Professional ES VII	Lead Project Professional ES VII	Professional ES III	Senior Technician (CAD) ET V	Part-time Word Processing/Clerical/Site Administration	Full-time Construction Manager			
		\$ 230.70	\$ 198.30	\$ 133.59	\$ 104.10	\$ 75.33	\$ 160.37			
TASK	TASK DESCRIPTION									
1	PROJECT MANAGEMENT AND QUALITY CONTROL									
1.1	Project Management (22 Monthly Progress Reports)	8	36			12		56	\$0.00	\$9,888.36
1.2	Communication and Construction Management Plan Review	2	8					24	\$79.00	\$5,975.68
2	CONSTRUCTION ENGINEERING AND INSPECTION SERVICES									
2.1	Pre-Construction Conference	4	8	8				24	\$1,352.50	\$8,779.30
2.2	Shop Drawings		60	360		120		240	\$3,000.00	\$110,518.80
2.3	Requests For Information (RFI)		80	100				200	\$0.00	\$61,297.00
2.4	Review Requests for Proposed Changes (RPC)	8	30	50				90	\$0.00	\$28,907.40
2.5	Review Monthly Pay Application							96	\$0.00	\$15,395.52
2.6	Construction Progress Schedule							96	\$0.00	\$15,395.52
2.7	Davis-Bacon Prevailing Wage and American Iron and Steel (ASI) Compliance							40	\$0.00	\$6,414.80
2.8	Resident Project Representatives (RPR)							2720	\$1,083.50	\$437,289.90
2.9	Construction Inspection and EOR Site Visits		96			1400		576	\$0.00	\$216,871.92
2.10	Monitor Contractor's Compliance with Contract Documents							48	\$0.00	\$7,697.76
2.11	Monitor and Review Record Documents							96	\$0.00	\$15,395.52
2.12	Material Testing Evaluations							250	\$0.00	\$40,092.50
2.13	Monthly Construction Progress Meetings		88	88		88		88	\$0.00	\$49,947.92
2.14	Conduct Substantial and Final Completion Inspections		40	24				80	\$0.00	\$23,967.76
2.15	Record Documents	4			80			80	\$676.50	\$22,756.90
2.16	Operations & Maintenance Manuals	8	40	300	16	24		80	\$64.35	\$66,222.07
2.17	Fiscal Sustainability	4	8	60				72	\$52.50	\$10,577.10
2.18	FDEP Notice of Completion Of Construction			24	8			32	\$52.50	\$4,091.46
2.19	Assist with Owner Direct Purchase		24	24		40		40	\$0.00	\$17,393.36
3	START UP AND TESTING PHASE SERVICES									
3.1	Initial Preliminary Testing Services		20	20				60	\$0.00	\$16,260.00
3.2	Electrical and I&C Testing							40	\$0.00	\$6,414.80
3.3	System Start-Up and System Testing		40	40				80	\$0.00	\$26,105.20
4	FDEP SRF LOAN REIMBURSEMENT ADMINISTRATION SERVICES									
4.1	Consultation and Advisory Services							0	\$0.00	\$0.00
4.2	CMAR Proposal Development							0	\$0.00	\$0.00
4.3	GMP Award Package							0	\$0.00	\$0.00
4.4	Pre-Construction Conference							0	\$0.00	\$0.00
4.5	Construction Progress Meetings and Change Order Review		2					16	\$0.00	\$2,962.52
4.6	Disbursement Requests		4					22	\$0.00	\$4,321.34
4.7	Compliance Monitoring		8					8	\$0.00	\$1,586.40
4.8	Project Closeout		2					10	\$0.00	\$1,679.56
Total Project Hours and Labor Costs		38	594	1098	104	1684	5094	8612	\$6,360.85	
Total Labor Costs		\$ 8,766.60	#####	\$ 146,681.82	\$ 10,826.40	\$ 126,855.72	\$ 816,924.78			
TOTAL PROJECT COSTS (CAROLLO ENGINEERS INC.)										\$1,234,206.37

EXHIBIT C
SUBCONSULTANT PROPOSALS

Note: Carollo will contract directly with the subconsultants to perform the necessary work under this Work Authorization.



May 16, 2018

Mr. Sudhan Paranjape, P.E.
Carollo Engineers, Inc.
1089 W. Morse Blvd., Suite A
Winter Park, FL. 32789

Re: Regional WWTP RAS/WAS, Filters & Stage 3 Improvements
Bidding & Construction Phase Services
Daytona Beach, Florida

Dear Mr. Paranjape:

We are pleased to submit our proposal for bidding and construction phase services for the above project. The following serves to provide an overview of the engineering services Bailey Engineering Consultants, Inc. (BEC) intends to furnish on the above referenced project. Our scope of work shall include the following:

Scope of Work:

Task 2 – Construction Engineering and Inspection Services ion

Task 2.1 - Pre-Construction Conference

BEC will attend one (1) preconstruction conference. BEC has allocated a total of 8 hours to this task for meeting preparation and attendance.

Task 2.2 Shop Drawing Review

Review and approve (or take other appropriate action in respect of) Shop Drawings and samples, the results of tests and inspections and other data which each Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents (but such review and approval or other action shall not exceed to means, methods, sequences, techniques or procedures of construction or to safety precautions and programs incident thereto); and receive and review (for general content as required by the Specifications) maintenance and operating schedules and instruction, guarantees, bonds and certificates of inspection which are to be assembled by Contractor(s) is in accordance with the Contract Documents. For budget purposes, it is anticipated that BEC shall review a total of 36 shop drawings, with an allocation of 4 hours per shop drawings and 2 hours per re-submittal. This includes all disciplines; mechanical, electrical, instrumentation, architectural and structural.

10620 GRIFFIN ROAD, SUITE 202 • COOPER CITY, FL • 33328
PHONE: 954-448-7930 • FAX: 954-713-9959

Task 2.3 - Requests for Information (RFI)

BEC will review and respond to RFIs from the CMAR and/or the CITY. For budget purposes, BEC assumes that a maximum of up to 25 RFIs will be processed, with an allocation of 4 hours per RFI.

Task 2.4 - Review Requests for Proposed Changes (RPC)

BEC will review Requests for Proposed Changes (RPC) that arise during construction. For budget purposes, BEC assumes that a maximum of 8 RPCs will be processed.

Task 2.9 – Construction Inspection & EOR Site Visits

BEC will make visits to the site at periods appropriate to the various stages of construction to inspect, as an experienced and qualified person, the progress and quality of the executed work of Contractor(s) and to determine in general if such work is proceeding in accordance with the Contract Documents. BEC has allocated a total of 1900 hours to this task.

Tasks 2.13 & 2.14 – Construction Inspections & Monthly Construction Progress Meetings

BEC will attend ten (10) construction progress meetings followed by construction inspections. BEC has allocated a total of 80 hours to this task for meeting preparation and attendance.

Task 2.15 - Record Documents

BEC will provide a submittal of the draft Record Documents for review by the CONSULTANT in AutoCAD 2015. BEC will sign and seal the final Record Documents. BEC will provide the CONSULTANT with 3 full sized copies of the final Record Documents. BEC will also provide the CONSULTANT a PDF copy and an AUTOCAD copy of the Record Documents. BEC will spend a maximum of 40 hours for preparation of Record Documents.

Task 2.16 - Operations & Maintenance Manuals

BEC shall assist with the update of the existing WRWRF O&M Manual to incorporate the Project. BEC has allocated a total of 60 hours for this task.

Task 3 – Start Up and Testing Phase Services**Task 3.1 - Initial Preliminary Testing Services**

BEC will oversee preliminary facilities acceptance testing and startup in cooperation with the CMAR, CITY and WRWRF Operations staff. Initial preliminary testing services will include assistance with comprehensive testing of functional equipment, sub-systems, and entire treatment processes as dictated in the conformed construction documents. These services are predecessor task to initiating start-up and operations. BEC will spend a maximum of 16 hours on this task.

Task 3.2 – Electrical and I&C Testing

BEC will witness and document all site acceptance tests on electrical and I&C equipment. This includes witnessing all point-to-point checks and run tests for electrical equipment. This includes all the I&C interlocks for functional demonstration that the equipment is performing as outlined in the conformed contract document. BEC will confirm that circuit breaker settings conform to the values shown in the short circuit study and that all harmonic filters are correct and in place. All

electrical and I&C testing results will be documented and filed in the project records. BEC has allocated a total of 48 hours for this task.

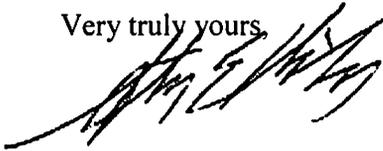
Task 3.3 – System Start-Up and System Testing

BEC will oversee testing and startup in cooperation with the CMAR, CITY and WRWRF Operations staff. BEC will interface with the CITY and CMAR for the initial system start-up for the new processes. BEC will coordinate with the CITY and CMAR for operation of the new processes as outlined in the conformed construction documents. These are the final system start-up and testing phases to bring the new facilities online for beneficial use by the CITY and issuance of Substantial Completion. BEC has allocated a total of 24 hours for this task.

Compensation for all services, materials, supplies, and any other items or requirements necessary to complete the work defined in this Task Assignment will be based upon a Not to Exceed amount of \$306,100.00. This not to exceed amount includes all tasks described above. At no time shall work fees exceed said amount of compensation without a written and executed amendment. Our scope of work shall be as outlined above and as indicated on the attached estimate of work effort. Services not specifically outlined above are excluded. Our fee for this work shall be payable as follows:

Task 2.1 - Pre-Construction Conference	\$ 1,400.00
Task 2.2 - Shop Drawing Review	\$ 34,120.00
Task 2.3 - Requests for Information (RFI)	\$ 13,160.00
Task 2.4 - Review Requests for Proposed Changes (RPC)	\$ 5,500.00
Task 2.9 - Construction Inspection & EOR Site Visits	\$209,000.00
Task 2.13 - Monthly Construction Progress Meetings	Included in 2.14
Task 2.14 – Construction Inspections	\$ 13,120.00
Task 2.15 - Record Documents	\$ 5,660.00
Task 2.16 - Operations & Maintenance Manuals	\$ 9,300.00
Task 3.1 - Initial Preliminary Testing Services	\$ 2,800.00
Task 3.2 – Electrical and I&C Testing	\$ 8,000.00
Task 3.3 – System Start-Up and System Testing	<u>\$ 4,040.00</u>
Total:	<u>\$306,100.00</u>

Very truly yours,



Stephen E. Bailey, P.E.

ACCEPTED _____ DATE _____

**Westside Regional Water Reclamation Facility
RAS/WAS Pumping, Bardenpho™ Stage 3 and Stage 5 Aeration and Deep-Bed Sand Filter Improvements
Construction Engineering and Inspection Services**

Date: 5/16/2018

Estimate of Work Effort & Fee

Description	Principal		Senior Engineer		Instrumentation Engineer		Electrical Engineer		Field Supervisor		Designer		Admin/Clerical		Totals	
	Hourly Rate	\$175.00	Hourly Rate	\$165.00	Hourly Rate	\$155.00	Hourly Rate	\$135.00	Hourly Rate	\$110.00	Hourly Rate	\$95.00	Hourly Rate	\$65.00		
Task 2 – Construction Engineering and Inspection Services	man-hours	Total	man-hours	Total	man-hours	Total	man-hours	Total	man-hours	Total	man-hours	Total	man-hours	Total	man-hours	Total
Task 2.1 - Pre-Construction Conference	8	\$ 1,400.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	8	\$ 1,400.00
Task 2.2 - Shop Drawings	80	\$ 14,000.00	24	\$ 3,960.00	52	\$ 8,060.00	60	\$ 8,100.00		\$ -		\$ -		\$ -	216	\$ 34,120.00
Task 2.3 - Requests for Information (RFI)	20	\$ 3,500.00	12	\$ 1,980.00	12	\$ 1,860.00	20	\$ 2,700.00		\$ -	28	\$ 2,470.00	10	\$ 650.00	100	\$ 13,160.00
Task 2.4 - Review Requests for Proposed Changes (RPC)	10	\$ 1,750.00	8	\$ 1,320.00	8	\$ 1,240.00	4	\$ 540.00		\$ -		\$ -	10	\$ 650.00	40	\$ 5,500.00
Task 2.9 - Construction Inspection & EOR Site Visits									1900	\$ 209,000.00					1900	\$ 209,000.00
Task 2.13 - Monthly Construction Progress Meetings		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -
Task 2.14 - Construction Inspection	40	\$ 7,000.00	24	\$ 3,960.00		\$ -	16	\$ 2,160.00		\$ -		\$ -		\$ -	80	\$ 13,120.00
Task 2.15 - Record Documents	8	\$ 1,400.00	6	\$ 990.00	8	\$ 1,240.00	8	\$ 1,080.00		\$ -	10	\$ 950.00		\$ -	40	\$ 5,660.00
Task 2.16 - Operations & Maintenance Manuals	20	\$ 3,500.00		\$ -	20	\$ 3,100.00	20	\$ 2,700.00		\$ -		\$ -		\$ -	60	\$ 9,300.00
Task 3 Total	188	\$ 32,550.00	74	\$ 12,210.00	100	\$ 15,500.00	128	\$ 17,280.00	1900	\$ 209,000.00	36	\$ 3,420.00	20	\$ 1,300.00	2444	\$ 291,250.00
Task 3 – Start Up and Testing Phase Services	man-hours	Total	man-hours	Total	man-hours	Total	man-hours	Total	man-hours	Total	man-hours	Total	man-hours	Total	man-hours	Total
Task 3.1 - Initial Preliminary Testing Services	16	\$ 2,800.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	16	\$ 2,800.00
Task 3.2 – Electrical and I&C Testing	20	\$ 3,500.00	16	\$ 2,640.00	12	\$ 1,860.00		\$ -		\$ -		\$ -		\$ -	48	\$ 8,000.00
Task 3.3 – System Start-Up and System Testing	16	\$ 2,800.00		\$ -	8	\$ 1,240.00		\$ -		\$ -		\$ -		\$ -	24	\$ 4,040.00
Task 4 Total	52	\$ 9,100.00	16	\$ 2,640.00	20	\$ 3,100.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	88	\$ 14,840.00
Total:	238	\$ 41,650.00	90	\$ 14,850.00	120	\$ 18,600.00	128	\$ 17,280.00	1900	\$ 209,000.00	36	\$ 3,420.00	20	\$ 1,300.00	2532	\$ 308,100.00

Exhibit C

**City of Daytona Beach
Westside Regional Water Reclamation Facility
Capital Funding Administration Services
CWSRF Loan No. WW64090**

CITY: City of Daytona Beach

CONSULTANT: Carollo Engineers, Inc.

SUBCONSULTANT: The Berryhill Group, LLC

The Berryhill Group, LLC (SUBCONSULTANT) agrees to provide services as described in the following Tasks for the City of Daytona Beach (CITY).

GENERAL:

Services described herein relate to the capital funding services for the Westside Regional Water Reclamation Facility Improvements Project.

The SUBCONSULTANT will represent the CITY and coordinate with the FDEP, city staff, the CITY's CONSULTANT, and construction companies in the funding administration process. Draft transmittal letters and final document submittals to the FDEP to facilitate the funding will be prepared by the SUBCONSULTANT, as needed. The CITY, the CONSULTANT, and the construction companies will provide documents and information as necessary to complete these Tasks. The SUBCONSULTANT will advise and draft responses to questions and/or comments relative to the funding. The SUBCONSULTANT will be available to provide advice and consultation relative to the SRF process through the project completion and closeout phase.

All fees are "not to exceed" for each Task. Lump sum fees will be invoiced at the lump sum amount shown in the Compensation Schedule and other Tasks will be invoiced at the SUBCONSULTANT's standard hourly rate plus travel and out of pocket expenses. The cost of travel, office expenses, and miscellaneous out of pocket expenses are included in the lump sum Task fee amounts.

TASKS:

Task 4.1 - Consultation and Advisory Services

The SUBCONSULTANT will be available on an as needed basis for services not included in Task 4.2 through Task 4.6 to assist the CITY and the CONSULTANT, respond to questions, attend meetings, and provide guidance and advice to the CITY, the CITY's staff, and the

CONSULTANT relative to the Clean Water State Revolving Fund (SRF), other funding source requirements, the funding process requirements, and pre-bid compliance requirements. The SUBCONSULTANT will represent the CITY before the FDEP in settling any issues relative to the disbursement process and the compliance monitoring process that may arise during the construction phase. The SUBCONSULTANT will represent the CITY and coordinate with the FDEP in the resolution of any issues that arise during the project period. The SUBCONSULTANT will meet with the CITY and the CITY's staff as requested to provide funding updates and assist the CITY's staff in the administration of the project. Services under Task 4.1 are for services not included in Task 4.2 through Task 4.6.

Task 4.2 Pre-Construction Conference

The SUBCONSULTANT will prepare for and attend a Pre-Construction Conference to provide guidance to the CMAR relative to the SRF program compliance process and requirements that apply during construction. The SUBCONSULTANT will provide responses to questions and comments. If a written response to questions is needed, the SUBCONSULTANT will assist the CITY in the preparation of the response.

Task 4.3 - Construction Progress Meetings and Change Order Review

The SUBCONSULTANT will prepare for and attend Construction Progress Meetings with the CITY, CONSULTANT and CMAR, as needed, to respond to questions and comments and to provide guidance relative to the SRF program compliance process and requirements. Any compliance issues that arise during construction will be addressed. Changer Orders will be reviewed for SRF eligibility and the SUBCONSULTANT will assist the CITY and the CONSULTANT in gaining the approval of the FDEP for Change Orders. The SUBCONSULTANT will advise the CITY and assist in settling any issues with the CMAR or the FDEP relative to the SRF program requirements.

Task 4.4 - Disbursement Requests

The SUBCONSULTANT will gather and assemble the CMAR's monthly pay estimates, invoices for engineering services, administrative services, and other SRF eligible costs along with supporting documentation as required by the FDEP necessary to prepare the monthly disbursement requests. The CITY or the CONSULTANT will verify the CMAR's work progress and accuracy of the CMAR's monthly pay estimates. The SUBCONSULTANT will review the pay estimates and invoices to verify SRF eligibility. The CITY or the CONSULTANT will obtain other documentation including the Davis-Bacon certified payrolls and other documents required by the FDEP from the CMAR. The SUBCONSULTANT will prepare the monthly disbursement requests and submit to the CITY for review, approval, signing, and submittal to the FDEP.

Task 4.5 - Compliance Monitoring

The SUBCONSULTANT will monitor the Federal Labor Standards Requirements (Davis-Bacon) on a monthly basis. The SUBCONSULTANT will review the CMAR's and subcontractors' weekly certified payrolls for compliance with the Davis-Bacon Act requirements and notify the CITY of any exceptions. The CITY or the CONSULTANT will collect the certified payrolls from the CMAR and subcontractors and submit to the SUBCONSULTANT. The CONSULTANT will conduct on-site labor interviews as required by the FDEP and submit the labor interview forms on a monthly basis to the SUBCONSULTANT for review. The SUBCONSULTANT will advise the CITY in the maintenance of files of compliance documentation forms as required for inspection by the FDEP, auditors, and others. The SUBCONSULTANT will notify the CITY of any exceptions noted in the review of the submitted documents and assist the CITY and the contractor in maintaining compliance with the FDEP requirements. The SUBCONSULTANT will represent the CITY and coordinate with the FDEP to settle any issues relating to the Davis-Bacon Act requirements or other compliance process requirements.

Task 4.6 - Project Closeout

The SUBCONSULTANT will prepare for and meet with the CITY, CONSULTANT, and the FDEP for the FDEP final inspection and preliminary project closeout for the SRF loan. The SUBCONSULTANT will prepare the final disbursement request and assist with the documentation needed for the final administrative closeout by the FDEP. The SUBCONSULTANT will review and advise the CITY relative to the final loan amendment that sets the final terms of the loan. The SUBCONSULTANT will assist the CITY and cooperate with the auditor should the project be audited.

Additional Services

Should additional services beyond the scope of these Tasks be requested by the CITY, the SUBCONSULTANT will provide additional Tasks for the CITY's review and approval or provide the requested services on the SUBCONSULTANT's standard hourly rate as is appropriate.

No additional Task will be initiated until the CITY, CONSULTANT, and SUBCONSULTANT have agreed upon the scope of work and costs.

Compensation Schedule

(Note: "Not to exceed" Tasks will be billed monthly at the SUBCONSULTANT's hourly rate of \$150.00 per hour. Travel expenses will be billed at the actual cost of hotel and at the State of Florida rates for mileage and per diem. Out of town travel expenses are included in Lump Sum Tasks 4.2 and 4.6. Fees for any Task will not be exceeded unless additional services and fees are necessary and approved by the CONSULTANT and the CITY.)

Task 4.1 - Consultation and Advisory Services

The CITY and the CONSULTANT agree to pay the SUBCONSULTANT an amount *not to exceed* \$6,000.00 for the scope of work herein described as Task 4.1. The SUBCONSULTANT's fee will be paid as shown below:

Fee as invoiced <i>not to exceed</i>	\$6,000.00
--------------------------------------	------------

Task 4.2 - Pre-Construction Conference

The CITY and the CONSULTANT agree to pay the SUBCONSULTANT a *lump sum* amount of \$2,500.00 for the scope of work herein described as Task 4.2. The SUBCONSULTANT's fee will be paid as shown below:

Prep, attend and advise at Pre-Construction Conference	\$2,500.00
--------------------------------------------------------	------------

Task 4.3 - Construction Progress Meetings and Change Order Review

The CITY and the CONSULTANT agree to pay the SUBCONSULTANT an amount *not to exceed* \$6,000.00 for the scope of work herein described as Task 4.3. The SUBCONSULTANT's fee will be paid as shown below:

Fee as invoiced <i>not to exceed</i>	\$6,000.00
--------------------------------------	------------

Task 4.4 - Disbursement Requests

The CITY and the CONSULTANT agree to pay the SUBCONSULTANT an amount *not to exceed* \$26,400.00 for the scope of work herein described as Task 4.4. (The estimated total is based on preparing monthly Disbursement Requests for a period of 22 months.) The SUBCONSULTANT's fee will be paid as shown below:

Fee as invoiced <i>not to exceed</i>	\$26,400.00
--------------------------------------	-------------

Task 4.5 - Compliance Monitoring

The CITY and the CONSULTANT agree to pay the SUBCONSULTANT an amount *not to exceed* \$31,350.00 for the scope of work herein described as Task 4.5. (The estimated total is based on

compliance monitoring for a period of 22 months.) The SUBCONSULTANT's fee will be paid as shown below:

Fee as invoiced *not to exceed* \$31,350.00

Task 4.6 - Project Closeout

The CITY and the CONSULTANT agree to pay the SUBCONSULTANT a *lump sum* amount of \$2,000.00 for the scope of work herein described as Task 4.6. The SUBCONSULTANT's fee will be paid as shown below:

Prepare and attend final inspection and closeout FDEP loan \$2,000.00

Additional Services

If requested by the CITY, the CITY agrees to pay the SUBCONSULTANT a lump sum amount for additional Tasks for which the scopes of services have not yet been defined. For other services for which the scope may not be clearly defined, the CITY agrees to pay the SUBCONSULTANT on a standard hourly rate with an agreed to not-to-exceed amount. The SUBCONSULTANT's fee will be paid as shown below:

Additional Tasks Negotiated/Task
SUBCONSULTANT's hourly rate \$150.00/hr.

Not to Exceed Fee Authorized – This Proposal \$74,250.00

SUBCONSULTANT: The Berryhill Group, LLC

by: Dianne J. Berryhill

Dianne J. Berryhill, President

Date: 1/27/2017

Exhibit B-1 (Rev.)

City: City of Daytona Beach
Project: Westside Regional WRF Improvements
Consultant: Carollo Engineers, Inc.
Sub-Consultant: The Berryhill Group, LLC

	Hours	Rate/Hour	Sub-Total	Fee Limit
<u>Task 4.1 - Consultation and Advisory Services</u>				
Not to Exceed Hourly Fee	40	\$ 150.00	\$ 6,000.00	\$ 6,000.00
<u>Task 4.2 - Pre-Construction Conference</u>				
Prepare for Conference	4	\$ 150.00	\$ 600.00	
Travel Time	8	\$ 150.00	\$ 1,200.00	
Owner Communication/Coordination	3	\$ 150.00	\$ 450.00	
Auto Miles @ .445			\$ 115.00	
Hotel and Per Diem			<u>\$ 140.00</u>	
		Total/Mtg. Lump Sum Fee	\$ 2,505.00	\$ 2,500.00
<u>Task 4.3 - Construction Progress Meetings and C.O. Review</u>				
Not to Exceed Hourly Fee plus Travel Cost	40	\$ 150.00		\$ 6,000.00
<u>Task 4.4 - Disbursement Requests</u>				
Not to Exceed Hourly Fee (Est. 8 hrs./mo.)	176	\$ 150.00		\$ 26,400.00
<u>Task 4.5 - Compliance Monitoring</u>				
Not to Exceed Hourly Fee (Est. 9.5 hrs./mo.)	209	\$ 150.00		\$ 31,350.00
<u>Task 4.6 - CWSRF Project Closeout</u>				
Prepare Files for Closeout	3	\$ 150.00	\$ 450.00	
Travel Time	8	\$ 150.00	\$ 1,200.00	
FDEP Communication/Coordination	1	\$ 150.00	\$ 150.00	
Auto Miles 258 @ .445			\$ 115.00	
Hotel and Per Diem			<u>\$ 140.00</u>	
		Total Lump Sum Fee	\$ 2,055.00	\$ 2,000.00
Not to Exceed Fee Authorized This Proposal				\$ 74,250.00

H E E

HILLERS ELECTRICAL ENGINEERING, INC.

January 30, 2017

Sudhan Paranjape, P.E.
Carollo Engineers, Inc.
1089 W. Morse Blvd., Suite A
Winter Park, FL 32789

Subject: City of Daytona Beach Stage 3 Bardenpho Improvements at Westside Regional
WRF –Construction Engineering and Inspection Services Proposal

Dear Sudhan:

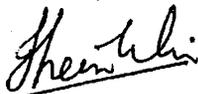
Hillers Electrical Engineering, Inc. (HEE) is pleased to provide Carollo Engineers, Inc. a proposal for the electrical and instrumentation engineering construction and inspection services for the above referenced project. Our scope will follow Carollo's latest Scope of Work /Task Authorization between the City of Daytona Beach (Owner) and Carollo Engineers, Inc. (Consultant). The scope will consist of the following:

- Task 2.2 – **Pre-Construction Conference** - Attend the Pre-construction meeting.
- Task 2.4 – **Shop Drawing Reviews** – Review and response for shop drawings for Stage 3 Bardenpho Improvements.
- Task 2.5 – **Request for Information (RFI)** – Review and response up to 10 RFI's.
- Task 2.6 – **Review Request for Proposed Changes** – Evaluate and response up to 5 RPC's and 2 CO's (Change Orders).
- Task 2.11 and Task 2.15 – **Construction Inspection** – Attend up to 10 progress meetings and follow with construction inspection. The above 10 site visits include one punch list site visit and one verification site visit.
- Task 2.17 – **Record Documents** – Obtain CMAR's redline drawings and create record drawings, including signing and sealing record documents.
- Task 3.18 – **O&M Documents** – Prepare Electrical and I&C O&M Documents for Stage 3 Bardenpho Improvements.
- Task 3 – **Start-up and Testing** - Attend up to 4 start-up and testing visits.

Our proposed electrical and instrumentation construction service not-to-exceed fee is \$59,351.60, as shown in the attached spreadsheet.

HEE wishes to thank Carollo Engineers, Inc. for the opportunity to provide this proposal. Please do not hesitate to call me if you have any questions regarding this proposal or any other matter.

Sincerely,



Thein Win, P.E., LEED AP
CE24Stage3C-Constuction Services

City of Daytona Beach Stage 3 Bardenpho Improvements at Westside Regional WRF - W.A.16 CEI										
HILLERS ELECTRICAL ENGINEERING, INC.										
Construction Engineering and Inspection Services Fee Breakdown										
1/30/2017										
	Raw Rate	\$74.00	\$54.00	\$40.00	\$40.00	\$30.00	\$22.00			
	Multiplier	2.87	2.87	2.87	2.87	2.87	2.87			
	Loaded Rate	\$212.38	\$154.98	\$114.80	\$114.80	\$86.10	\$63.14			
PHASE OF WORK	Proj. Mgr.	Proj. Eng.	Const. Obsv	Cadd/Eng.	Drafting	Secretarial	Total	Expenses	TOTAL	Task Fee:
	Hours	Hours	Hours	Hours	Hours	Hours	Hours		TASK COST	
Task 2.2: Pre-Con Meeting		8					8		\$1,239.84	\$59,351.60
Task 2.4: Shop Drawings Review	12	72	32				116		\$17,380.72	
Task 2.5: RFI's (10 x 2 hrs)	4	16					20		\$3,329.20	
Task 2.6: Review Propos. Changes (5RPC, 2CO x 4hrs)	2	30					32		\$5,074.16	
Task 2.11 -2.15: Construction Inspection (10 x 8hrs)		40	40				80		\$10,791.20	
Task 2.17: Record Drawings		12		20			32		\$4,155.76	
Task 2.18: O&M Documents (E & I&C)	4	60				12	76		\$10,906.00	
Task 3: Start-up and Testing (4 x 8hrs)		24	24				48		\$6,474.72	
Total Hours	22	262	96	20		12	412			Total:
Total Labor Cost	\$4,672.36	\$40,604.76	\$11,020.80	\$2,296.00		\$757.68	\$59,351.60		\$59,351.60	\$59,351.60



UNIVERSAL ENGINEERING SCIENCES

Consultants In: Geotechnical Engineering • Environmental Sciences
Geophysical Services • Construction Materials Testing • Threshold Inspection
Building Inspection • Plan Review • Building Code Administration

LOCATIONS:

- Atlanta
- Daytona Beach
- Fort Myers
- Fort Pierce
- Gainesville
- Jacksonville
- Miami
- Ocala
- Orlando (Headquarters)
- Palm Coast
- Panama City
- Pensacola
- Rockledge
- Sarasota
- St. Petersburg
- Tampa
- Tifton
- West Palm Beach

May 7, 2018

Carollo Engineers P.C.
Mr. Sudhan Paranjape
401 North Cattlemen Road Suite 306
Sarasota, FL 34232
Sent via email: SParanjape@carollo.com

Reference: **PROPOSAL FOR CONSTRUCTION MATERIALS TESTING**
Daytona Westside Regional WWTP Improvements
Daytona Beach, FL
UES Proposal No.: 2018D-429
UES Opportunity No.: 0410.0518.00010

Dear Mr. Paranjape:

Universal Engineering Sciences (UES) appreciates the opportunity to submit the following proposal for construction materials testing services for above referenced project in Daytona Beach, FL.

Our proposal is based on a review of the projects plans and our experience with similar projects. Our cost estimate is attached as Exhibit I. Please note this is an estimate only and you will only be billed for services provided. We appreciate the opportunity to offer our services. Please feel free to call with any questions at (386) 756-1105.

Respectfully submitted,

UNIVERSAL ENGINEERING SCIENCES

Brian C. Pohl, P.E.
Branch Manager

Attachment

EXHIBIT I

**Scope of Work and Cost Schedule
Construction Testing Services
Daytona Westside Regional WWTP Improvements
Daytona Beach, FL
UES Proposal No.: 2018D-429
May 7, 2018**

ITEM	NO. of UNITS	UNIT	COST PER UNIT	ESTIMATED COST
In Place Density Tests (min 4 per trip)	250	Each	\$20.00	\$5,000.00
Laboratory Proctors	5	Each	\$75.00	\$375.00
Concrete Compressive Strength Tests	50	Sets	\$90.00	\$4,500.00
Limerock Bearing Ratio (LBR)	2	Test	\$225.00	\$450.00
Certified Welding Inspector "C.W.I." (min 3 Hrs.)	60	Hours	\$65.00	\$3,900.00
			Estimated Total	\$14,225.00

NOTES:

- (1) All unit fees are for normal work hours, Monday through Friday from 6:30 a.m. to 4:30 p.m. daily. Work performed outside the normal work hours, Saturday, Sunday and holidays will be invoiced at the standard rate x 1.35.
- (2) A minimum of four (4) In-Place Density Tests per trip is required.
- (3) All hourly work will be invoiced at a minimum of four (4) hours.
- (4) Professional consultations and meetings will be invoiced at our standard unit rates for those services rendered.
- (5) Soil sample pick up and asphalt hot mix sample pick up will be scheduled to coincide with other testing whenever possible; however, when not on site for other testing, will be invoiced at the Engineering Technician's hourly rate of \$45.00.
- (6) Cancellation without notice and stand-by time will be invoiced at our standard unit rates - \$60.00 for cancellation and \$45.00/hour for stand-by time.
- (7) Any concrete test cylinders cast in addition to the standard 4 cylinders per set will be invoiced at \$15.00 each.
- (8) UES will not be responsible for scheduling our services and will not be responsible for tests that are performed due to a failure to schedule our services on the project or any resulting damage.
- (9) An Administrative Fee of 5% will be added to all invoices.

This fee estimate includes project distribution for materials testing and/or inspection reports as established during original project start-up. Additional copies can be provided at a cost of \$0.25 per page or \$25.00 minimum charge per entire report package of all test/inspection reports.



UNIVERSAL ENGINEERING SCIENCES, INC.

WORK AUTHORIZATION/ PROPOSAL ACCEPTANCE FORM

Universal Engineering Sciences, Inc. (UES) is pleased to provide the services described below. The purpose of this document is to describe the terms under which the services will be provided and to obtain formal authorization.

PROJECT NAME: Daytona Westside Regional WWTP Improvements

PROJECT LOCATION: Daytona Beach, FL

CLIENT NAME: Carollo Engineers P.C. **Date:** May 7, 2018
Attn: Sudhan Paranjape **Phone#** 941-371-9832

CLIENT ADDRESS: 401 North Cattlemen Road Suite 306 **Fax No.** 941-371-9873
Sarasota, FL 34232 **Email:** SParanjape@carollo.com

I. As Shown UES Proposal No. 2018D-429(attached)

II. **Contract Documents.** The following documents form part of this Agreement and are incorporated herein by referral:

- A. UES General Conditions.
- B. UES Proposal Dated: 5/7/18
- C. Plans, reports, specifications, and other documents provided by the Client prior to this Agreement date. _____
- D. Other exhibits marked and described as follows:

In the event of any inconsistency or conflict among the Contract Documents, the provisions in the Contract Document first listed above shall govern.

III. **Authority to proceed and for payment. (To be completed by Client)**

If the invoice is to be mailed to another client than listed above please provide the information for that client in the fields listed below:

Firm: _____ Social Security Number or Federal Identification Number: _____

Address: _____

Attention: _____ Title: _____

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized representatives.

UNIVERSAL ENGINEERING SCIENCES, INC.

CLIENT: _____

BY (Signature): _____ BY (Signature):  _____

TYPED NAME: _____ TYPED NAME: Brian C. Pohl, P.E.

TITLE: _____ TITLE: Branch Manager

DATE: _____ DATE: May 7, 2018

RETURN EXECUTED COPIES TO
UNIVERSAL ENGINEERING SCIENCES, INC.
TELEPHONE: 386-756-1105 / FAX: 386-760-4067

Universal Engineering Sciences, Inc.
GENERAL CONDITIONS

SECTION 1: RESPONSIBILITIES

- 1.1 *Universal Engineering Sciences, Inc.*, ("UES"), has the responsibility for providing the services described under the Scope of Services section. The work is to be performed according to accepted standards of care and is to be completed in a timely manner. The term "UES" as used herein includes all of *Universal Engineering Sciences, Inc.*'s agents, employees, professional staff, and subcontractors.
- 1.2 The Client or a duly authorized representative is responsible for providing UES with a clear understanding of the project nature and scope. The Client shall supply UES with sufficient and adequate information, including, but not limited to, maps, site plans, reports, surveys and designs, to allow UES to properly complete the specified services. The Client shall also communicate changes in the nature and scope of the project as soon as possible during performance of the work so that the changes can be incorporated into the work product.
- 1.3 The Client acknowledges that UES's responsibilities in providing the services described under the Scope of Services section is limited to those services described therein, and the Client hereby assumes any collateral or affiliated duties necessitated by or for those services. Such duties may include, but are not limited to, reporting requirements imposed by any third party such as federal, state, or local entities, the provision of any required notices to any third party, or the securing of necessary permits or permissions from any third parties required for UES's provision of the services so described, unless otherwise agreed upon by both parties.
- 1.4 Universal will not be responsible for scheduling our services and will not be responsible for tests or inspections that are not performed due to a failure to schedule our services on the project or any resulting damages.

1.5 **PURSUANT TO FLORIDA STATUTES §558.0035, ANY INDIVIDUAL EMPLOYEE OR AGENT OF UES MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.**

SECTION 2: STANDARD OF CARE

- 2.1 Services performed by UES under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of UES's profession practicing contemporaneously under similar conditions in the locality of the project. No other warranty, express or implied, is made.
- 2.2 The Client recognizes that subsurface conditions may vary from those observed at locations where borings, surveys, or other explorations are made, and that site conditions may change with time. Data, interpretations, and recommendations by UES will be based solely on information available to UES at the time of service. UES is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed.
- 2.3 Execution of this document by UES is not a representation that UES has visited the site, become generally familiar with local conditions under which the services are to be performed, or correlated personal observations with the requirements of the Scope of Services. It is the Client's responsibility to provide UES with all information necessary for UES to provide the services described under the Scope of Services, and the Client assumes all liability for information not provided to UES that may affect the quality or sufficiency of the services so described.
- 2.4 Should UES be retained to provide threshold inspection services under Florida Statutes §553.79, Client acknowledges that UES's services thereunder do not constitute a guarantee that the construction in question has been properly designed or constructed, and UES's services do not replace any of the obligations or liabilities associated with any architect, contractor, or structural engineer. Therefore it is explicitly agreed that the Client will not hold UES responsible for the proper performance of service by any architect, contractor, structural engineer or any other entity associated with the project.

SECTION 3: SITE ACCESS AND SITE CONDITIONS

- 3.1 Client will grant or obtain free access to the site for all equipment and personnel necessary for UES to perform the work set forth in this Agreement. The Client will notify any and all possessors of the project site that Client has granted UES free access to the site. UES will take reasonable precautions to minimize damage to the site, but it is understood by Client that, in the normal course of work, some damage may occur, and the correction of such damage is not part of this Agreement unless so specified in the Proposal.
- 3.2 The Client is responsible for the accuracy of locations for all subterranean structures and utilities. UES will take reasonable precautions to avoid known subterranean structures, and the Client waives any claim against UES, and agrees to defend, indemnify, and hold UES harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate UES for any time spent or expenses incurred by UES in defense of any such claim with compensation to be based upon UES's prevailing fee schedule and expense reimbursement policy.

SECTION 4: SAMPLE OWNERSHIP AND DISPOSAL

- 4.1 Soil or water samples obtained from the project during performance of the work shall remain the property of the Client.
- 4.2 UES will dispose of or return to Client all remaining soils and rock samples 60 days after submission of report covering those samples. Further storage or transfer of samples can be made at Client's expense upon Client's prior written request.
- 4.3 Samples which are contaminated by petroleum products or other chemical waste will be returned to Client for treatment or disposal, consistent with all appropriate federal, state, or local regulations.

SECTION 5: BILLING AND PAYMENT

- 5.1 UES will submit invoices to Client monthly or upon completion of services. Invoices will show charges for different personnel and expense classifications.
- 5.2 Payment is due 30 days after presentation of invoice and is past due 31 days from invoice date. Client agrees to pay a finance charge of one and one-half percent (1 ½ %) per month, or the maximum rate allowed by law, on past due accounts.
- 5.3 If UES incurs any expenses to collect overdue billings on invoices, the sums paid by UES for reasonable attorneys' fees, court costs, UES's time, UES's expenses, and interest will be due and owing by the Client.

SECTION 6: OWNERSHIP AND USE OF DOCUMENTS

- 6.1 All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by UES, as instruments of service, shall remain the property of UES.
- 6.2 Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose.
- 6.3 UES will retain all pertinent records relating to the services performed for a period of five years following submission of the report, during which period the records will be made available to the Client at all reasonable times.
- 6.4 All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by UES, are prepared for the sole and exclusive use of Client, and may not be given to any other party or used or relied upon by any such party without the express written consent of UES.

SECTION 7: DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

- 7.1 Client warrants that a reasonable effort has been made to inform UES of known or suspected hazardous materials on or near the project site.
- 7.2 Under this agreement, the term hazardous materials include hazardous materials (40 CFR 172.01), hazardous wastes (40 CFR 261.2), hazardous substances (40 CFR 300.6), petroleum products, polychlorinated biphenyls, and asbestos.
- 7.3 Hazardous materials may exist at a site where there is no reason to believe they could or should be present. UES and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work. UES and Client also agree that the discovery of unanticipated hazardous materials may make it necessary for UES to take immediate measures to protect health and safety. Client agrees to compensate UES for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous waste.
- 7.4 UES agrees to notify Client when unanticipated hazardous materials or suspected hazardous materials are encountered. Client agrees to make any disclosures required by law to the appropriate governing agencies. Client also agrees to hold UES harmless for any and all consequences of disclosures made by UES which are required by governing law. In the event the project site is not owned by Client, Client recognizes that it is the Client's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.
- 7.5 Notwithstanding any other provision of the Agreement, Client waives any claim against UES, and to the maximum extent permitted by law, agrees to defend, indemnify, and save UES harmless from any claim, liability, and/or defense costs for injury or loss arising from UES's discovery of unanticipated hazardous materials or suspected hazardous materials including any costs created by delay of the project and any cost associated with possible reduction of the property's value. Client will be responsible for ultimate disposal of any samples secured by UES which are found to be contaminated.

SECTION 8: RISK ALLOCATION

- 8.1 Client agrees that UES's liability for any damage on account of any breach of contract, error, omission or other professional negligence will be limited to a sum not to exceed \$50,000 or UES's fee, whichever is greater. If Client prefers to have higher limits on contractual or professional liability, UES agrees to increase the limits up to a maximum of \$1,000,000.00 upon Client's written request at the time of accepting our proposal provided that Client agrees to pay an additional consideration of four percent of the total fee, or \$400.00, whichever is greater. The additional charge for the higher liability limits is because of the greater risk assumed and is not strictly a charge for additional professional liability insurance.

SECTION 9: INSURANCE

- 9.1 UES represents and warrants that it and its agents, staff and consultants employed by it, is and are protected by worker's compensation insurance and that UES has such coverage under public liability and property damage insurance policies which UES deems to be adequate. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, UES agrees to indemnify and save Client harmless from and against loss, damage, or liability arising from negligent acts by UES, its agents, staff, and consultants employed by it. UES shall not be responsible for any loss, damage or liability beyond the amounts, limits, and conditions of such insurance or the limits described in Section 8, whichever is less. The Client agrees to defend, indemnify and save UES harmless for loss, damage or liability arising from acts by Client, Client's agent, staff, and other UESs employed by Client.

SECTION 10: DISPUTE RESOLUTION

- 10.1 All claims, disputes, and other matters in controversy between UES and Client arising out of or in any way related to this Agreement will be submitted to alternative dispute resolution (ADR) such as mediation or arbitration, before and as a condition precedent to other remedies provided by law, including the commencement of litigation.
- 10.2 If a dispute arises related to the services provided under this Agreement and that dispute requires litigation instead of ADR as provided above, then:
- (a) the claim will be brought and tried in judicial jurisdiction of the court of the county where UES's principal place of business is located and Client waives the right to remove the action to any other county or judicial jurisdiction, and
 - (b) The prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees, and other claim related expenses.

SECTION 11: TERMINATION

- 11.1 This agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, UES shall be paid for services performed to the termination notice date plus reasonable termination expenses.
- 11.2 In the event of termination, or suspension for more than three (3) months, prior to completion of all reports contemplated by the Agreement, UES may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspension. The expense of termination or suspension shall include all direct costs of UES in completing such analyses, records and reports.

SECTION 12: ASSIGNS

- 12.1 Neither the Client nor UES may delegate, assign, sublet or transfer their duties or interest in this Agreement without the written consent of the other party.

SECTION 13. GOVERNING LAW AND SURVIVAL

- 13.1 The laws of the State of Florida will govern the validity of these Terms, their interpretation and performance.
- 13.2 If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitations of liability and indemnities will survive termination of this Agreement for any cause.

SECTION 14. INTEGRATION CLAUSE

- 14.1 This Agreement represents and contains the entire and only agreement and understanding among the parties with respect to the subject matter of this Agreement, and supersedes any and all prior and contemporaneous oral and written agreements, understandings, representations, inducements, promises, warranties, and conditions among the parties. No agreement, understanding, representation, inducement, promise, warranty, or condition of any kind with respect to the subject matter of this Agreement shall be relied upon by the parties unless expressly incorporated herein.
- 14.2 This Agreement may not be amended or modified except by an agreement in writing signed by the party against whom the enforcement of any modification or amendment is sought.



390 Dubsdread Cir.
Orlando, FL 32804
Phone: (407) 601-3870

Wekiva Project Number: 17-123

January 30, 2017

Sudhan Paranjape, P.E.
Senior Project Manager
Carollo Engineers, P.C.
1089 W. Morse Blvd., Suite A
Winter Park, FL 32789

Re: Proposal for Structural Engineering Services during Construction
Westside Regional Water Reclamation Facility – RAS/WAS Pumping, Bardenpho Stage
3 and Stage 5 Aeration and Deep-Bed Sand Filter Improvements Construction
City of Daytona Beach, Florida

Dear Mr. Paranjape,

Wekiva Engineering, LLC (Wekiva) is pleased to submit this proposal to provide structural engineering services to Carollo Engineers (Carollo) for the above referenced project.

SCOPE OF SERVICES

It is our understanding that the projects listed above are to be combined into one project and constructed using a Contract Manager At Risk (CMAR). Wekiva proposes to conduct the following work tasks:

Task 1: Construction Engineering Services: Wekiva staff will assist Carollo staff with the following:

- Attend Pre-Construction Meeting
- Answer RFI's (Assume 30 RFI's)
- Review Shop Drawings (Assume 50 shop drawings)
- Review Requests for Proposed Changes (Assume 5 RPC's)
- Perform Construction Inspections (Assume 8 Meetings/Inspections)
- Prepare Record Documents

COST AND SCHEDULE

Wekiva proposes to undertake the work described above on a not-to-exceed basis at a price of **\$28,375**. The attached Table 1 spreadsheet shows a breakdown of costs.

TERMS AND CONDITIONS

Wekiva will begin work immediately upon your notice to proceed. We will issue monthly invoices for the work accomplished during the calendar month. We appreciate the opportunity to submit this proposal to Carollo and we look forward to a successful collaboration on this project. If you have any questions or need further information, please call.

Sincerely,

A handwritten signature in black ink, appearing to read 'John Sobczak', with a period at the end.

John Sobczak, P.E.
Principal

Table 1 - Engineering Services Fee

Structural Engineering Services during Construction
 City of Daytona WRWRF - CMAR RAS/WAS Pumping, Bardenpho Stage 3 and 5 Aeration and
 Deep Bed Sand Filter Improvements
 Date: January 2017

Task No	Task Description	Man-hours By Category					Totals	
		Principal \$150.00	Associate \$115.00	Engineer \$90.00	Drafting \$62.00	Clerical \$45.00	Hrs	Cost
1	Construction Engineering Services							
	<i>Attend Pre-Construction Meeting</i>	0	5	5	0	0	10	\$ 1,025.00
	<i>Answer RFIs</i>	10	20	20	0	0	50	\$ 5,600.00
	<i>Review Shop Drawings</i>	10	25	75	0	0	110	\$ 11,125.00
	<i>Review Request for Proposed Changes</i>	1	8	4	0	0	13	\$ 1,430.00
	<i>Perform Construction Inspections</i>	5	40	20	0	0	65	\$ 7,150.00
	<i>Prepare Record Documents</i>	0	5	6	15	0	26	\$ 2,045.00
	Total Cost for Task 1							\$ 28,375.00
	Project Cost							\$ 28,375.00