October 1, 2018

TO: ALL INTERESTED PROPOSERS

REQUEST FOR PROPOSAL: W.E. Dunn Water Reclamation Facility Electrical Improvements – Professional Engineering Services – PID 009409A

PROPOSAL NUMBER: 189-0014-NC (SS)

PROPOSAL SUBMITTAL IS DUE: October 30, 2018 @ 3:00 P.M.

ADDENDUM NO. 1

Following is additional information, clarifications, questions and responses relative to referenced Request for Proposal (RFP):

INFORMATION:

A Non-Mandatory Site Visit will be held as listed below:

Date: October 9, 2018
Time: 9:00 A.M.
Location: W.E. Dunn Water Reclamation Facility
Conference Room
4111 Dunn Drive, Palm Harbor, FL 34683

This is a site visit only. No questions will be answered during the site visit.

All other specifications, terms and conditions remain the same.

Please remember to acknowledge receipt of this Addendum in Section G, Page 27 under Addendum No.1 and return with completed proposal package.

Sincerely,

Joseph Lauro, CPPO/CPPB
Director of Purchasing
Cut along the outer border and affix this label to your sealed proposal envelope to identify it as a “Sealed Proposal”. Be sure to include the name of the company submitting the proposal where requested.

SEALED PROPOSAL • DO NOT OPEN

SEALED PROPOSAL NO.: 189-0014-NC (SS)

BID TITLE: W.E. Dunn Water Reclamation Facility
Electrical Improvements – Professional
Engineering Services - PID 003409A

DUE DATE/TIME: October 30, 2018 @ 3:00 p.m.

SUBMITTED BY: ____________________________
(Name of Company)

DELIVER TO: PURCHASING DEPARTMENT
Board of County Commissioners
Annex Building –6th Floor

Please Note:

From time to time, addenda may be issued to this proposal. Any such addenda will be posted on the same Web site, http://www.pinellascounty.org/purchase/CCNA.htm, from which you obtained this proposal. Before submitting your proposal you should check our Web site to download any addenda that may have been issued. Please remember to sign and return Addenda Acknowledgement Form with completed proposal package if applicable.
SUBMIT TO:

PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS
400 S. FT. HARRISON AVENUE
ANNEX BUILDING – 6TH FLOOR
CLEARWATER, FL 33756

REQUEST FOR QUALIFICATIONS PROPOSAL
PROFESSIONAL SERVICES - NON-CONTINUING
AS GOVERNED BY FLORIDA STATUTE 287.055

ISSUE DATE: September 24, 2018

PROPOSAL SUBMITTALS RECEIVED AFTER SUBMITTAL DATE & TIME WILL NOT BE CONSIDERED

TITLE: W.E. Dunn Water Reclamation Facility Electrical Improvements – Professional Engineering Services - PID 003409A

RFP NUMBER: 189-0014-NC (SS)

SUBMITTAL DUE: October 30, 2018 @ 3:00 P.M.
AND MAY NOT BE WITHDRAWN FOR 120 DAYS FROM DATE LISTED ABOVE.

PRE-PROPOSAL DATE & LOCATION: NOT APPLICABLE

DEADLINE FOR WRITTEN QUESTIONS: October 19, 2018 BY 3:00 P.M.
SUBMIT QUESTIONS TO: SUE STEELE, CPPB AT ssteele@pinellascounty.org
Phone: 727-464-4776  Fax: 727/464-3925

THE MISSION OF PINELLAS COUNTY
Pinellas County Government is committed to progressive public policy, superior public service, courteous public contact, judicious exercise of authority and sound management of public resources to meet the needs and concerns of our citizens today and tomorrow.

PROPOSER MUST COMPLETE THE FOLLOWING

I HEREBY AGREE TO ABIDE BY ALL TERMS AND CONDITIONS OF THIS RFP & CERTIFY I AM AUTHORIZED TO SIGN THIS RFP FOR THE PROPOSER.

AUTHORIZED SIGNATURE

RETURN THIS FORM WITH YOUR PROPOSAL
SECTION A – GENERAL CONDITIONS

1. SUBMISSION OF PROPOSAL:

(a) Proposals will be opened immediately after the proposal submittal date and time (3:00 PM) by the Pinellas County Purchasing Department, 400 South Fort Harrison Avenue, Annex Building, 6th Floor, Clearwater, FL 33756. The public may attend the proposal opening, but may not immediately review any proposals submitted. The names of respondents only will be read aloud at the time of opening. Pursuant to Florida Statute, Section 119.071(1)(b)2, all proposals submitted shall be subject to review as public records 30 days from opening, or earlier if an intended decision is reached before the 30-day period expires. Late proposals will not be accepted.

(b) Proposals and changes thereto shall be enclosed in sealed envelopes or packages, addressed to the Purchasing Department, Pinellas County. The name and address of the firms, the date and hour of the proposal submittal, and the title shall be placed on the outside of the envelope.

(c) Proposals must follow the format of the RFP and structure their responses to follow the sequence of the RFP when submitting a proposal. County staff will evaluate the proposals received, based on responsiveness to the evaluation criteria and based on the information being provided in the required sequence.

(d) Proposers must have experience in work of the same or similar nature, and must provide references that will satisfy the County. Proposer must furnish a reference list of at least four (4) customers for whom they have performed similar services and must provide information as specified in Section D.

(e) Proposer is advised that exceptions to any of the terms contained in this RFP or the attached service agreement must be identified in its response to the RFP. Failure to do so may lead County to declare any such term non-negotiable. Proposer’s desire to take exception to a non-negotiable term will not disqualify it from consideration for award.

2. WRITTEN REQUESTS FOR INTERPRETATIONS/CLARIFICATIONS:

No oral interpretations will be made to any firms as to the meaning of specifications or any other contract documents. All questions pertaining to the terms and conditions or scope of work of this proposal must be sent in writing (mail or fax) to the Purchasing Department and received no later than the deadline specified in RFP. Responses to questions may be handled as an addendum if the response would provide clarification to requirements of the proposal. All such addenda shall become part of the contract documents. The County will not be responsible for any other explanation or interpretation of the proposed RFP made or given prior to the award of the contract. The Purchasing Department will be unable to respond to questions received after the specified deadline.

3. RIGHTS OF PINELLAS COUNTY IN REQUEST FOR PROPOSAL PROCESS:

In addition to all other rights of the County under Florida law, the County specifically reserves the following:

a) Pinellas County reserves the right to rank firms and negotiate with the highest-ranking firm. Negotiation with an individual proposer does not require negotiation with others.

b) Pinellas County reserves the right to select the proposal that it believes will serve the best interest of Pinellas County.

c) Pinellas County reserves the right to reject any or all Requests for Proposals. The respective constitutional officer, county administrator on behalf of the board of county commissioners or within his/her delegated financial approval authority, or director of purchasing, within his/her delegated financial approval authority shall have the authority when the public interest will be served thereby to reject all proposals or parts of proposals at any stage of the procurement process through the award of the contract.

d) Pinellas County reserves the right to cancel the entire Request for Proposal.

e) Pinellas County reserves the right to remedy or waive minor informalities or irregularities, or immaterial errors in the Request for Proposal or in proposals submitted.

f) Pinellas County reserves the right to request any necessary clarifications or proposal data without changing the terms of the proposal.
4. **COSTS INCURRED BY PROPOSERS:**
   All expenses involved with the preparation and submission of proposals to the County, or any work performed in connection therewith, shall be borne solely by the Proposer(s). No payment will be made for any responses received, or for any other effort required of, or made by, the Proposer(s) prior to contract commencement.

5. **ORAL PRESENTATION:**
   An oral presentation may be requested at the Evaluation Committee’s discretion. If an oral presentation is requested, it will be based on the evaluation of the written proposals submitted, a minimum of three (3) highest ranked firms, (if at least three firms submitted and are deemed qualified to proceed) shall be shortlisted and may be invited to an oral presentation. The average scores from the written evaluation phase will be carried forward (for shortlisted firms) and combined with average scores from the oral presentation process for one total average score potential of 2,000 points. (1,000 points from the written and 1,000 points from the oral).

6. **CONFLICT OF INTEREST:**
   a) The Proposer represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder. The Proposer further represents that no person having any such interest shall be employed by him/her during the agreement term and any extensions. In addition, the Proposer shall not offer gifts or gratuities to County Employees as County Employees are not permitted to accept gifts or gratuities. By signing this proposal document, the Proposer acknowledges that no gifts or gratuities have been offered to County Employees or anyone else involved in this competitive proposal process.
   
b) The Proposer shall promptly notify the County’s representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest, or other circumstance, which may influence or appear to influence the Contractor’s judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Proposer may undertake and request an opinion of the County as to whether the association, interest or circumstance would, in the opinion of the County, constitute a conflict of interest if entered into by the Proposer. The County agrees to notify the Proposer of its opinion, by certified mail, within thirty days of receipt of notification by the Proposer.
   
c) It is essential to government procurement that the process be open, equitable and ethical. To this end, if potential unethical practices including but not limited to collusion, receipt or solicitation of gifts and conflicts of interest (direct/indirect) etc. are observed or perceived, please report such activity to:

   Pinellas County Clerk of Circuit Court – Division of Inspector General
   
   **(727) 45FRAUD** (453-7283)
   Fax – 727-464-8386

7. **WITHDRAWAL OF PROPOSAL:**
   A proposal may be withdrawn prior to the time set for the proposal submittal, based on a written request from an authorized representative of the firm; however, a proposal may not be withdrawn after the time set for the proposal submittal for a period of time as specified.

8. **LATE PROPOSAL OR MODIFICATIONS:**
   Proposal and modifications received after the time set for the proposal submittal will not be considered; however, modifications in writing received prior to the time set for the proposal submittal will be accepted. In addition, late proposals will not be accepted, will be rejected and will be returned for any reason. The time clock stamp located in Pinellas County Purchasing Department shall be the official time stamp. This upholds the integrity of the proposal process.

9. **LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:**
   The laws of the State of Florida apply to any purchase made under this Request for Proposal. Proposers shall comply with all local, state, and federal directives, orders and laws as applicable to this proposal and subsequent contract(s) including but not limited to Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and OSHA as applicable to this contract.
10. **RIGHT TO AUDIT:**
Pinellas County reserves the privilege of auditing a vendor's records as such records relate to purchases between Pinellas County and said vendor. Such audit privilege is provided for within the text of the Pinellas County Code §2-156 through §2-176(j). Records should be maintained for five (5) years from the date of final payment.

11. **SCRUTINIZED COMPANIES AND PUBLIC ENTITIES CRIME ACT:**
Contractor is directed to the Florida Public Entity Crime Act, Fla. Stat. 287.133, and Fla. Stat. 287.135 regarding Scrutinized Companies, and Contractor agrees that its bid and, if awarded, its performance of the agreement will comply with all applicable laws including those referenced herein. Contractor represents and certifies that Contractor is and will at all times remain eligible to bid for and perform the services subject to the requirements of these, and other applicable, laws. Contractor agrees that any contract awarded to Contractor will be subject to termination by the County if Contractor fails to comply or to maintain such compliance.

12. **COUNTY INDEMNIFICATION:**
If the CONSULTANT is an individual or entity licensed by the state of Florida who holds a current certificate of registration under Chapter 481, Florida Statutes, to practice architecture or landscape architecture, under Chapter 472, Florida Statutes, to practice land surveying and mapping, or under Chapter 471, Florida Statutes, to practice engineering, and who enters into a written agreement with the COUNTY relating to the planning, design, construction, administration, study, evaluation, consulting, or other professional and technical support services furnished in connection with any actual or proposed construction, improvement, alteration, repair, maintenance, operation, management, relocation, demolition, excavation, or other facility, land, air, water, or utility development or improvement, the CONSULTANT will indemnify and hold harmless the COUNTY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys’ fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the Agreement.

13. **TERMINATION:**
   a) Pinellas County reserves the right to terminate this contract without cause by giving thirty (30) days prior notice to the contractor in writing of the intention to terminate or with cause if at any time the contractor fails to fulfill or abide by any of the terms or conditions specified.

   b) Failure of the contractor to comply with any of the provisions of this Agreement shall be considered a material breach of Agreement and shall be cause for immediate termination of the Agreement at the discretion of Pinellas County.

   c) In the event sufficient budgeted funds are not available for a new fiscal period, the County shall notify the Proposer of such occurrence and Agreement shall terminate on the last day of current fiscal period without penalty or expense to the County.

   d) In addition to all other legal remedies available to Pinellas County, Pinellas County reserves the right to terminate and obtain from another source, any items which have not been delivered within the period of time stated in the proposal, or if no such time is stated, within a reasonable period of time from the date of order as determined by Pinellas County.

14. **ASSIGNMENT/SUBCONTRACTING/CORPORATE ACQUISITIONS AND/OR MERGERS:**
The Contractor shall perform this contract. No assignment or subcontracting shall be allowed without prior written consent of the County. If a proposer intends to subcontract a portion of this work, the proposer must disclose that intent in the proposal. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the County within thirty (30) business days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the County, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the County awarding a proposal to a firm that has disclosed its intent to assign or subcontract in its response to the RFP, without exception shall constitute approval for purpose of this Agreement.
15. **LOBBYING:**
Lobbying shall be prohibited on all county competitive selection processes and purchasing contract awards pursuant to this division, including, but not limited to, requests for proposals, requests for quotations, requests for qualifications, bids or the award of purchasing contracts of any type. The purpose of this prohibition is to protect the integrity of the procurement process by shielding it from undue influences prior to the contract award, or the competitive selection process is otherwise concluded. However, nothing herein shall prohibit a prospective bidder/proposer/protestor from contacting the purchasing department or the county attorney's office to address situations such as clarification and/or pose questions related to the procurement process.

Lobbying of evaluation committee members, county government employees, elected/appointed officials, or advisory board members regarding requests for proposals, requests for quotations, requests for qualifications, bids, or purchasing contracts, by the bidder/proposer, any member of the bidder's/proposer's staff, any agent or representative of the bidder/proposer, or any person employed by any legal entity affiliated with or representing a bidder/proposer/protestor, is strictly prohibited from the date of the advertisement, or on a date otherwise established by the board of county commissioners, until either an award is final, or the competitive selection process is otherwise concluded. Any lobbying activities in violation of this section by or on behalf of a bidder/proposer shall result in the disqualification or rejection of the proposal, quotation, statement of qualification, bid or contract.

For purposes of this provision, lobbying shall mean influencing or attempting to influence action or non-action, and/or attempting to obtain the goodwill of persons specified herein relating to the selection, ranking, or contract award through direct or indirect oral or written communication. The final award of a purchasing contract shall be the effective date of the purchasing contract.

Any evaluation committee member, county government employee, elected/appointed official, or advisory board member who has been lobbied shall immediately report the lobbying activity to the director of purchasing.

16. **PROTEST PROCEDURE:**
As per Section 2-162 of County Code

(a) **Bid/Proposal protests.** Any prospective bidder or proposer, who is aggrieved by the contents of the bid or proposal package, or any bidder or proposer who is aggrieved in connection with the recommended award on a bid or proposal solicitation, may file a written protest to the director of purchasing as provided herein. This right to protest is strictly limited to those procurements of goods or services solicited through invitations to bid or requests for proposals, including solicitations pursuant to § 287.055, Florida Statutes, the “Consultants’ Competitive Negotiation Act.” No other actions or recommendations in connection with a solicitation can be protested, including: (i) requests for quotations or requests for qualifications; (ii) rejection of some, all or parts of bids or proposals; (iii) disqualification of bidders or proposers as non-responsive or non-responsible; or (iv) recommended awards less than the mandatory bid or proposal amount. Protests failing to comply with the provisions of this section 2-162 shall not be reviewed.

(b) The purchasing department shall post the recommended award on the departmental website no less than five (5) full business days after the decision to recommend the award is made.

(c) **Requirements to Protest.**

(1) If the protest relates to the content of the bid/proposal package, a formal written protest must be filed no later than 5:00 p.m. on the fifth full business day after issuance of the bid/proposal package.

(2) If the protest relates to the recommended award of a bid or proposal, a formal written protest must be filed no later than 5:00 p.m., on the fifth full business day after posting of the award recommendation.

(3) The formal written protest shall identify the protesting party and the solicitation involved; include a statement of the grounds on which the protest is based; refer to the statutes, laws, ordinances or other legal authorities which the protesting party deems applicable to such grounds; and specifically request the relief to which the protesting party deems itself entitled by application of such authorities to such grounds.
(4) A formal written protest is considered filed with the county when the purchasing department receives it. Accordingly, a protest is not timely filed unless it is received within the time specified above by the purchasing department. Failure to file a formal written protest within the time period specified shall constitute a waiver of the right to protest and result in relinquishment of all rights to protest by the bidder/proposer.

(d) Rights of interested parties. Bidders or proposers, other than the protestor, which would be directly affected by the favorable resolution of a protest relating to a recommended award, shall have the right to provide written documentation related to the protested solicitation. Said interested parties shall be solely responsible for determining whether a protest has been filed. Any documentation submitted by an interested party must be filed with the director of purchasing no later than 5:00 p.m. on the fifth full business day after the purchasing department posts notification that a protest has been filed. Any interested party submitting documentation shall bear all costs, including legal representation, relating to the submission.

(e) Sole remedy. These procedures shall be the sole remedy for challenging an award of bid. Bidder/proposers are prohibited from attempts to influence, persuade, or promote a bid protest through any other channels or means. Such attempts shall be cause for suspension in accordance with 2-161(b) of this article.

(f) Lobbying. Protestors, and interested parties as defined subsection (d), and anyone acting on their behalf, are prohibited from attempts to influence, persuade, or promote a bid or proposal protest through any other channels or means, and contacting any Pinellas County official, employee, advisory board member, or representative to discuss any matter relating in any way to the solicitation being protested, other than the purchasing department’s or county attorney’s office employees. The prohibitions provided for herein shall begin with the filing of the protest and end upon the final disposition of the protest; provided however, at all times protestors shall be subject to the procurement lobbying prohibitions in section 2-189 of this code. Failure to adhere to the prohibitions herein shall result in the rejection of the protest without further consideration.

(g) Time Limits. The time limits in which protests must be filed as specified herein may be altered by specific provisions in the Bid/Request for Proposal.

(h) Authority to resolve. The Director of Purchasing shall resolve the protest in a in accordance with the documentation and applicable legal authorities and shall issue a written decision to the protestor no later than 5:00 p.m. on the tenth full business day after the filing thereof.

(i) Review of Purchasing Director’s decision.

(1) The protesting party may request a review of the Purchasing Director’s decision to the County Administrator by delivering written request for review of the decision to the Director of Purchasing by 5:00 p.m. on the fifth full business day after the date of the written decision. The written notice shall include any materials, statements, arguments which the bidder/proposer deems relevant to the issues raised in the request to review the decision of the Purchasing Director.

(2) The county administrator shall issue a decision in writing stating the reason for the action with a copy furnished to the protesting party no later than 5:00 p.m., on the seventh full business day after receipt of the request for review. The decision shall be final and conclusive as to the county unless a party commences action in a court of competent jurisdiction.

(j) Stay of Procurement During Protests. There shall be no stay of procurement during protests.

17. INTEGRITY OF REQUEST FOR PROPOSAL (RFP) DOCUMENTS:
Proposers shall use the original RFP Form(s) provided by the Purchasing Department and enter information only in the spaces where a response is requested. Proposers may use an attachment as an addendum to the RFP Form(s) if sufficient space is not available on the original form for the proposer to enter a complete response. Any modifications or alterations to the original RFP documents by the proposer, whether intentional or otherwise, will constitute grounds for rejection of a RFP. Any such modifications or alterations a proposer wishes to propose must be clearly stated in the proposer’s RFP response and presented in the form of an addendum to the original RFP documents.
18. SERVICES AGREEMENT:
A written agreement, in substantially the form attached, incorporating the Request for Proposal and the successful proposal will be prepared by the County, signed by the successful proposer and presented to the Board of County Commissioners, County Administrator or Director of Purchasing for approval and signature.

19. OWNERSHIP OF DOCUMENTS:
A. Drawings, specifications, designs, models, photographs, reports, surveys, calculations, and other data provided in connection with this RFP are and shall remain the property of the County whether the project for which they are made is executed or not. Such finished or unfinished documents, data, calculations, studies, surveys, specifications, drawings, maps, models, photographs and reports prepared by the Consultant shall be delivered by the Consultant to the County at the conclusion of the project or the termination of the Consultant’s services.

B. When such documents are provided to other parties, the Consultant shall ensure return of the County’s property.

20. INDEPENDENT CONTRACTOR STATUS AND COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986:
Consultant acknowledges that it is functioning as an independent contractor in performing under the terms of this contract, and it is not acting as an employee of Pinellas County. The consultant acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, located at 8 U.S.C. Section 1324, et seq., and regulations relating thereto. Failure to comply with the above provisions of the contract shall be considered a material breach and shall be ground for immediate termination of the contract.

21. PROHIBITION AGAINST CONTINGENT FEE:
The consultant warrants that he 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 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 any other consideration, contingent upon or resulting from the award or making of this contract.

22. TRUTH IN NEGOTIATIONS:
The Consultant certifies to truth-in-negotiation and that wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting. Further, the original contract amount and any additions thereto shall be adjusted to exclude any significant sums where the County determines the contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. Such adjustments must be made within one (1) year following the end of the contract.

23. JOINT VENTURES:
All Proposers intending to submit a proposal as a Joint Venture are required to have filed proper documents with the Florida Department of State, the Division of Professions, Construction Industry Licensing Board and any other state or local licensing Agency prior to submitting the proposal (see Section 489.119 Florida statutes).

Joint Venture Firms must provide an affidavit attesting to the formulation of a joint venture and provide either proof of incorporation as a joint venture or a copy of the formal joint venture Agreement between all joint venture parties, indicating their respective roles, responsibilities and levels of participation for the project.
24. **PAYMENT/INVOICES:**
SUPPLIER shall submit invoices for payment due as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 et. seq, Florida Statutes, “The Local Government Prompt Payment Act.” Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Division Accounts Payable  
Pinellas County Board of County Commissioners  
P. O. Box 2438  
Clearwater, FL 33757

Each invoice shall include, at a minimum, the Supplier’s name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Supplier also include the information shown in below. The County may dispute any payments invoiced by SUPPLIER in accordance with the County’s Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County’s Dispute Resolution Process.

**INVOICE INFORMATION:**

**Supplier Information**  
Company name, mailing address, phone number, contact name and email address as provided on the PO

**Remit To**  
Billing address to which you are requesting payment be sent

**Invoice Date**  
Creation date of the invoice

**Invoice Number**  
Company tracking number

**Shipping Address**  
Address where goods and/or services were delivered

**Ordering Department**  
Name of ordering department, including name and phone number of contact person

**PO Number**  
Standard purchase order number

**Ship Date**  
Date the goods/services were sent/provided

**Quantity**  
Quantity of goods or services billed

**Description**  
Description of services or goods delivered

**Unit Price**  
Unit price for the quantity of goods/services delivered

**Line Total**  
Amount due by line item

**Invoice Total**  
Sum of all of the line totals for the invoice

Pinellas County offers a credit card payment process (ePayables) through Bank of America. Pinellas County does not charge vendors to participate in the program; however, there may be a charge by the company that processes your credit card transactions. For more information please visit Pinellas County purchasing website at [www.pinellascounty.org/purchase](http://www.pinellascounty.org/purchase).

25. **TAXES:**
The County is exempt from all state and federal sales, use, transportation and excise taxes. Taxes of any kind and character, payable on account of the work performed and materials furnished under the award, shall be paid by the proposer and deemed to have been included in the RFP. The Laws of the State of Florida provide that sales and use taxes are payable by the proposer upon the tangible personal property incorporated in the work and such taxes shall be paid by the proposer and be deemed to have been included in the RFP.
SECTION A – GENERAL CONDITIONS

26. DISPUTE RESOLUTION FOR PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS IN MATTERS OF INVOICE PAYMENTS:

Payment of invoices for work performed for Pinellas County Board of County Commissioners (County) is made, by standard, in arrears in accordance with Section 218.70, et. seq., Florida Statutes, the Local Government Prompt Payment Act.

If a dispute should arise as a result of non-payment of a payment request or invoice the following Dispute Resolution process shall apply:

A. Pinellas County shall notify a vendor in writing within ten (10) days after receipt of an improper invoice, that the invoice is improper. The notice should indicate what steps the vendor should undertake to correct the invoice and resubmit a proper invoice to the County. The steps taken by the vendor shall be that of initially contacting the requesting department to validate their invoice and receive a sign off from that entity that would indicate that the invoice in question is in keeping with the terms and conditions of the agreement. Once sign off is obtained, the vendor should then resubmit the invoice as a “Corrected Invoice” to the requesting department which will initiate the payment timeline.

1. Requesting department for this purpose is defined as the County department for whom the work is performed.

2. Proper invoice for this purpose is defined as an invoice submitted for work performed that meets prior agreed upon terms or conditions to the satisfaction of Pinellas County.

B. Should a dispute result between the vendor and the County about payment of a payment request or an invoice then the vendor should submit their dissatisfaction in writing to the Requesting Department. Each Requesting Department shall assign a representative who shall act as a “Dispute Manager” to resolve the issue at departmental level.

C. The Dispute Manager shall first initiate procedures to investigate the dispute and document the steps taken to resolve the issue in accordance with section 218.76 Florida Statutes. Such procedures shall be commenced no later than forty-five (45) days after the date on which the payment request or invoice was received by Pinellas County, and shall not extend beyond sixty (60) days after the date on which the payment request or invoice was received by Pinellas County.

D. The Dispute Manager should investigate and ascertain that the work, for which the payment request or invoice has been submitted, was performed to Pinellas County’s satisfaction and duly accepted by the Proper Authority. Proper Authority for this purpose is defined as the Pinellas County representative who is designated as the approving authority for the work performed in the contractual document. The Dispute Manager shall perform the required investigation and arrive at a solution before or at the sixty (60) days’ timeframe for resolution of the dispute, per section 218.76, Florida Statutes. The County Administrator or his or her designee shall be the final arbiter in resolving the issue before it becomes a legal matter. The County Administrator or his or her designee will issue their decision in writing.

E. Pinellas County Dispute Resolution Procedures shall not be subject to Chapter 120 of the Florida Statutes. The procedures shall also, per section 218.76, Florida Statutes, not be intended as an administrative proceeding which would prohibit a court from ruling again on any action resulting from the dispute.

F. Should the dispute be resolved in the County’s favor interest charges begin to accrue fifteen (15) days after the final decision made by the County. Should the dispute be resolved in the vendor’s favor the County shall pay interest as of the original date the payment was due.

G. For any legal action to recover any fees due because of the application of sections 218.70 et. seq., Florida Statutes, an award shall be made to cover court costs and reasonable attorney fees, including those fees incurred as a result of an appeal, to the prevailing party if it is found that the non-prevailing party held back any payment that was the reason for the dispute without having any reasonable lawful basis or fact to dispute the prevailing party’s claim to those amounts.
27. **INSURANCE:**
   Notice: The Contractor/Vendor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below (Section C). Failure to provide the required insurance within a ten (10) day period following the determination or recommendation of the highest ranked firm may result in the County to vacate the original determination or recommendation and proceed with recommendation to the second highest ranked firm.

28. **PUBLIC RECORDS/TRADE SECRETS:**
   Pinellas County Government is subject to the Florida Public Records law (Chapter 119, Florida Statutes), and all documents, materials, and data submitted to any solicitation as part of the response are governed by the disclosure, exemption and confidentiality provisions relating to public records in Florida Statutes. Except for materials that are “trade secrets” or “confidential” as defined by applicable Florida law, ownership of all documents, materials, and data submitted in response to the solicitation shall belong exclusively to the County.

   To the extent that Proposer/Bidder/Quoter desires to maintain the confidentiality of materials that constitute trade secrets pursuant to Florida law, trade secret material submitted must be identified by some distinct method that the materials constitute a trade secret, and Proposer/Bidder/Quoter shall provide an additional copy of the proposal/bid/quote that redacts all designated trade secrets. By submitting materials that are designated as trade secrets and signature of the Proposer/Bidder/Quoter Signature Page, Proposer/Bidder/Quoter acknowledges and agrees:

   (i) that after notice from the County that a public records request has been made for the materials designated as a trade secret, the Proposer/Bidder/Quoter shall be solely responsible for defending its determination that submitted material is a trade secret that is not subject to disclosure at its sole cost, which action shall be taken immediately, but no later than 10 calendar days from the date of notification or Proposer/Bidder/Quoter will be deemed to have waived the trade secret designation of the materials;

   (ii) that to the extent that the proposal/bid/quote with trade secret materials is evaluated, the County and its officials, employees, agents, and representatives in any way involved in processing, evaluating, negotiating contract terms, approving any contract based on the proposal/bid/quote, or engaging in any other activity relating to the competitive selection process are hereby granted full rights to access, view, consider, and discuss the materials designated as trade secrets through the final contract award;

   (iii) to indemnify and hold the County, and its officials, employees, agents and representatives harmless from any actions, damages (including attorney’s fees and costs), or claims arising from or related to the designation of trade secrets by the Proposer/Bidder/Quoter, including actions or claims arising from the County’s non-disclosure of the trade secret materials.

   (iv) that information and data it manages as part of the services may be public record in accordance with Chapter 119, Florida Statutes and Pinellas County public record policies. Proposer/Bidder/Quoter agrees prior to providing goods/services it will implement policies and procedures to maintain, produce, secure and retain public records in accordance with applicable laws, regulations, and County Policies, which are subject to approval by the County, including but limited to the Section 119.0701, Florida Statutes.

   Notwithstanding any other provision in the solicitation, the classification as trade secret of the entire proposal/bid/quote document, line item and/or total proposal/bid/quote prices, the work, services, project, goods, and/or products to be provided by Proposer/Bidder/Quoter, or any information, data, or materials that may be part of or incorporated into a contract between the County and the Proposer/Bidder/Quoter is not acceptable to the County and will result in a determination that the proposal/bid/quote is nonresponsive; the classification as trade secret of any other portion of a proposal/bid/quote document may result in a determination that the proposal/bid/quote is nonresponsive.

29. **PUBLIC RECORDS – CONTRACTOR’S DUTY**
   If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor’s duty to provide public records relating to this contract, contact the Pinellas County Board of County Commissioners, Purchasing Department, Operations Manager custodian of public records at 727-464-3311, purchase@pinellascounty.org, Pinellas County Government, Purchasing Department, Operations Manager, 400 S. Ft. Harrison Ave, 6th Floor, Clearwater, FL 33756.
SECTION B – SPECIAL CONDITIONS

Proposal Title: W.E. Dunn Water Reclamation Facility Electrical Improvements – Professional Engineering Services - PID 003409A

Proposal Number: 189-0014-NC (SS)

1. INTENT:
The purpose of this competitive process is to ensure Pinellas County compliance with Section 287.055 Florida Statutes known as the “Consultants’ Competitive Negotiation Act” (CCNA). The CCNA establishes contracting procedures by which counties must select architects, professional engineers, landscape architects, and surveyors and mappers (“Professional Firms”) for architectural, engineering, landscaping and mapping services (“Professional Services”). The CCNA process allows for professional firms to be chosen on quality of personnel, minority business enterprise consideration, past performance, willingness to meet time and budget requirements, location, workload, and volume of work previously awarded to each Professional Firm by the County.

2. PERIOD OF CONTRACT:
Services performed pursuant to this contract shall remain in effect for nine hundred (900) consecutive calendar days from the commencement date on the Notice to Proceed. This Agreement shall become effective on the date of execution of the Agreement.

3. EVALUATION CRITERIA for Written Proposals:
Following is the criteria that will be used by the County to evaluate and score responsive written proposals. Proposers shall include sufficient information to allow the County to thoroughly evaluate and score their proposals. Each proposal submitted shall be evaluated and ranked by an evaluation committee.

   a. Ability of Firm and its Professional Personnel. Willingness and Ability to Meet Schedule and Budget Based on Current and Projected Workload. 450 Points
      1. Reviews the level of qualifications and experience of the firm and project team and appropriateness of the organization of the project team.
      2. Reviews the professional resources available to properly provide services as requested in the RFP document.
      3. Reviews the project team to insure the team proposed contains all of the critical disciplines required.
      4. Prime team proposed should have exceptional professional resources to properly provide services.
      5. The project manager and proposed team should be uniquely qualified to provide the desired services.
      6. Evaluates the workload commitments that will impact the firm’s ability to complete services on schedule.
      7. The submittal should demonstrate that the firm has adequate time available and personnel to compete services on schedule and additional backup staffing capability in the event of unforeseen circumstances.

   b. Firm Experience with Projects of Similar Size and Past Performance 375 Points
      1. Reviews the firms experience with projects of similar size, type and scope and the performance on those specific projects.
      2. The prime firm must have adequate, recent (within the past five years) experience with projects of similar type as defined in the RFP document.
      3. Experience pertaining to specific Pinellas County projects may also be considered. Pinellas County staff shall not however furnish references for such projects.
      4. The scope of services provided should represent projects that are similar to those defined in the RFP document.
      5. The overall performance of the firm relative to projects of similar size and scope should be evaluated.
      6. Evaluation of the firm’s understanding of the overall project including the scope of work which may include but is not limited to; studies performed that affect the project, key design elements and effect on the community involved.
      7. Evaluation of the overall approach to the project proposed by the firm and the appropriateness of the methods proposed to plan, design and administer the project in relation to the scope of work and County requirements.
c. **Volume of Work Previously Awarded by the County**  
50 Points  
Pre-populated by the Purchasing Department, the purpose of this criterion is to effect an equitable distribution of contracts. This criterion is evaluated based on all CCNA Non-Continuing contracts awarded to a firm during the two (2) previous completed fiscal years through to current date. The date utilized for establishing award shall be the date the Board of County Commissioners or County Administrator initially awards the contract. The points are worth 5 percent of the overall points available and are distributed as follows:  
- $0 - $200,000 – five (5%) percent of points available  
- $200,001 - $400,000 – four (4%) percent of points available  
- $400,001 - 600,000 – three (3%) percent of points available  
- $600,001 - $800,000 – two (2%) percent of points available  
- $800,001 - $1,000,000 – one (1%) percent of points available  
- Over $1,000,000 – zero (0%) percent of points available  

Based on a typical 1,000 point evaluation scoring process, a firm deemed to be in the $0-$200,000 category threshold would be allotted 50 points etc.

d. **Minority Business Status**  
50 Points  
Provides points pre-populated by the Purchasing Department for minority business status as designated by the State of Florida. If the firm, or its sub contractors, is designated as a minority business by the Florida State Office of Supplier Diversity, Department of Management Services, five (5%) percent of the total evaluation points are awarded. If the firm does not have minority business status as per the Florida State Office of Supplier Diversity, Department of Management Services, zero (0%) percent of the points available are awarded.

e. **Location**  
75 Points  
Provides points pre-populated by the Purchasing Department. Evaluates the location of the project team relative to Pinellas County including the prime firm and project manager. If firm has an established office located in Pinellas, Manatee, Hillsborough or Pasco counties, 75 points are awarded. If not, no points will be awarded.

**Total 1,000 Points**  

4. **TIME LINE:**  
Following is a listing of actions and anticipated dates; the County reserves the right to change the dates, if necessary.

<table>
<thead>
<tr>
<th>Date</th>
<th>Event</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sept 24,  2018</td>
<td>Advertising &amp; Publishing RFP</td>
</tr>
<tr>
<td>N/A</td>
<td>Pre-proposal Conference</td>
</tr>
<tr>
<td>Oct 19, 2018</td>
<td>Deadline for Questions/Clarifications</td>
</tr>
<tr>
<td>Oct 30, 2018</td>
<td>Proposals due in Purchasing by 3:00 p.m. Public bid opening to follow immediately.</td>
</tr>
<tr>
<td>Nov 2018</td>
<td>Evaluation of the RFP</td>
</tr>
<tr>
<td>Nov 2018</td>
<td>Recommendation due to Purchasing from Department</td>
</tr>
<tr>
<td>Jan 2019</td>
<td>Submit recommendation to Board for Award of Contract</td>
</tr>
</tbody>
</table>
5. **INFORMATION PACKAGE:**

Request for Letters of Interest for Professional Services As Governed by Florida Statute 287.055

1) "Professional services" is defined as those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.

2) An award may not be issued without proof that your firm is registered with the Florida Division of Corporations, as per Florida Statute §607.1501 (http://www.flsenate.gov/Laws/Statutes/2011/607.1501).

3) A foreign corporation (foreign to the State of Florida) may not transact business in this state until it obtains a certificate of authority from the Department of State. Please visit www.sunbiz.org for this information on how to become registered.

6. **SUBMITTAL REQUIREMENTS:**

Please review this document carefully. Offers that are accepted by the county are binding contracts. All documents and submittals shall be received by the Purchasing Department on or before date and hour specified for receipt (see page #1). Late proposals will be returned unopened.

Submittal of current SF-330 (federal Standard Form), Part I and II, with all sections completed. SF-330 can be obtained from U. S. General Services Administration (GSA) website - http://gsa.gov/forms, then select Standard Form on the menu and go to the 330.

The submittals shall be in the format of Standard Forms (SF) 330. The submittal shall be limited to one hundred (100) pages, must be in format of a 3 ring loose leaf binder. The selection of the firms will be based on the information provided on the forms and in the additional sections.

A contractor may submit a response as a prime and also be a subcontractor to another firm.

Note: Standard Form (SF) 330 - Part II should be submitted for each firm and for each subcontractor.

Submittal requirements must be indexed and listed in the order described below:

A. **Introduction Tab**

1) Letter of Interest by corporate office or principal of the firm.
2) Specific Professional services to be offered (please delineate each service your firm offers).
3) Table of Contents.

B. **Tab 1 - Standard Form (SF) 330 – Part I & II**

Should be a Maximum of 50 pages and fully completed as required by the law governing Standard Form (SF) 330.

Please furnish a list of ten (10) projects, where multiple team members worked together, if possible, illustrating the proposed team’s qualifications for performance pertaining to this project. The County does not request nor require an amount greater than ten (10) projects be submitted. Your firm will not be penalized if more than ten (10) projects are furnished as part of your submittal; however, submitting more than ten (10) projects will not provide your firm an advantage during the evaluation process.

Note: Information submitted in Tab 2 through Tab 6 should be a maximum of 50 pages.
SECTION B – SPECIAL CONDITIONS

C. Tab 2 - Statements and Documentation

1) Proof of licenses/certifications
2) Provide proof of proper State of Florida business licensure and professional certifications/registration(s) in the State of Florida.
3) Provide proof of corporate registration to operate in the State of Florida by the Department of State, Division of Corporations. Information concerning certification with the Secretary of State can be obtained at: http://ccfcorp.dos.state.fl.us/index.html. Must be active status.
4) Provide Certificate of Florida Small and Minority Business issued by the Florida State Office of Supplier Diversity, Department of Management Services (if applicable).
5) State and provide address, phone number, contact, etc., if firm has an established office located in Pinellas, Manatee, Hillsborough or Pasco counties.

D. Tab 3 - Certificate(s) of Insurance

Section C reflects the insurance requirements deemed necessary for this project by County Risk Management. It is not necessary to have this level of insurance in effect at the time of submission, but certificates indicating that the insurance is currently carried, or acknowledgment from the carrier indicating upgrade availability will speed the review process.

E. Tab 4 - Key Personnel Statement

Submit a statement that personnel listed in the submittal will be available for and shall be assigned to this project. Failure to produce the proposed key personnel may be grounds for dismissal.

F. Tab 5 - 1. Acknowledgment of Addenda (if applicable).
   2. W-9 Request for Taxpayer Identification Number and Certification
   3. Section D Vendor References
   4. Page 1, Signature Page of the RFP
   5. Section F – Electronic Payment (ePayable) form

G. Tab 6 - Include any additional information to represent your firm for consideration.

Original letters shall be signed by an authorized representative of the firm. All information requested must be submitted. Failure to submit all information may delay evaluation of the proposal. Letters, which are substantially incomplete or lack key information, may be rejected by the County at its discretion.

Information submitted with your letter of interest should include documentation to demonstrate your firm’s qualifications and abilities to perform as noted in the scope of services and also include information to allow for a clear understanding of past projects, especially in Florida, staff experience and abilities, and any additional information to present your firm for consideration.

An evaluation committee will review the information submitted. Once review is complete and the firm confirms the maximum ceiling for establishing a fee schedule, a recommendation to the Board of County Commissioners will be prepared. This contract will result in negotiated rates that will be fully loaded and will encompass all profit, markup, and local travel expenses. Award(s) resulting from this solicitation shall be subject to the provisions of Section 2-178, contracting for Designated Professional Services of the Ordinances of Pinellas County and Section 10 of the Purchasing Policies and Procedures of Pinellas County.

For questions and additional information, contact person indicated on page 1.

Letters of Interest will be evaluated using the criteria listed in Item 3 of this Section. Firms will be notified in writing if they have been selected in a reasonable time after submittal date.

All proposals shall be signed in ink by authorized principals of the firm.

Proposals are to be submitted in a sealed envelope. The face of the envelope shall indicate the RFP number, name, and address of the firm, and title of the proposal.

Proposals are to be submitted to Pinellas County Purchasing Department, 400 S. Ft. Harrison Avenue, Annex Bldg, 6th Floor, Clearwater, FL 33756 by the date and time indicated on the cover sheet.
7. **PROPOSAL SUBMITTAL COPIES**

Proposals shall be submitted in one (1) original paper document and three (3) electronic media copies CDs/DVDs or Travel Drives in PDF format. The preferred method is PDF conversion from the Proposer's source files (to minimize file size and maximize quality and accessibility) rather than scanning so that the County can open, print, read and save the pdf file you have created. To ensure consistency, the electronic copy should be ONE file document and in the same order as the paper original. If this is not possible, the electronic copy files should be in the same order as the paper copy, with a directory listing of the files.

Please note the evaluation committee will use the electronic media copies to review your submittal. Failure to include all information in the electronic media copies may have an impact on your evaluation scores.

**Instructions for Providing Files in PDF Format to Pinellas County Government**

**Why does Pinellas County Government want all the documents as PDF files?**

**Answer:** It's much more efficient to go paperless, and PDF is a universal file format that fits perfectly into government workflow processes.

**How do I convert my files to PDF format?**

**Answer:** If you have a program such as Adobe Acrobat, creating a PDF of any file is a simple print function. Rather than printing to a traditional printer, the file converts to a PDF format copy of your original. Any program (such as Word, PowerPoint, Excel, etc.) can be converted this way by simply selecting the print command and choosing PDF as the printer.

**Should I scan everything and save as PDF?**

**Answer:** Not unless you are scanning with OCR (optical character recognition). Scanning will create unnecessarily large files because a scan is just a picture of a page rather than actual page text. Furthermore, the result of scanning is that your pages will not look nearly as "clean" or professional as simply using the print to PDF method from the program from which the file originates. Additionally, since scan pages are pictures of text, not really text, they may not be considered accessible* under Federal ADA guidelines (*unless the scans are OCR).
1. LIMITATIONS ON LIABILITY. By submitting a Proposal, the Proposer acknowledges and agrees that the services will be provided without any limitation on Proposer's liability. The County objects to and shall not be bound by any term or provision that purports to limit the Proposer's liability to any specified amount in the performance of the services. Proposer shall state any exceptions to this provision in its response, including specifying the proposed limits of liability in the stated exception to be included in the Services Agreement. Proposer is deemed to have accepted and agreed to provide the services without any limitation on Proposer’s liability that Proposer does not take exception to in its response. Notwithstanding any exceptions by Proposer, the County reserves the right to declare its prohibition on any limitation on Proposer’s liability as non-negotiable, to disqualify any Proposal that includes exceptions to this prohibition on any limitation on Proposer’s liability, and to proceed with another responsive, responsible proposal, as determined by the County in its sole discretion.

2. INDEMNIFICATION. By submitting a Proposal, the Proposer acknowledges and agrees to be bound by and subject to the County’s indemnification provisions as set out in the Services Agreement. The County objects to and shall not be bound by any term or provision that purports to modify or amend the Proposer’s indemnification obligations in the Services Agreement, or requires the County to indemnify and/or hold the Proposer harmless in any way related to the services. Proposer shall state any exceptions to this provision in the response, including specifying the proposed revisions to the Services Agreement indemnification provisions, or the proposed indemnification from the County to the Proposer to be included in the Services Agreement. Proposer is deemed to have accepted and agreed to provide the services subject to the Services Agreement indemnification provisions that Proposer does not take exception to in its response. Notwithstanding any exceptions by Proposer, the County reserves the right to declare its indemnification requirements as non-negotiable, to disqualify any Proposal that includes exceptions to this paragraph, and to proceed with another responsive, responsible proposal, as determined by the County in its sole discretion.

3. INSURANCE:
   a) Proposal submittals should include, the Proposers current Certificate(s) of Insurance in accordance with the insurance requirements listed below. If Proposer does not currently meet insurance requirements, proposer/bidder/quoter shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place within 10 days after award recommendation.
   
   b) Within 10 days of contract award and prior to commencement of work, Proposer shall email certificate that is compliant with the insurance requirements to InsuranceCerts@Pinellascounty.org. If certificate received with proposal was a compliant certificate no further action may be necessary. It is imperative that proposer include the unique identifier, which will be supplied by the County’s Purchasing Department. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). A copy of the endorsement(s) referenced in paragraph 3.(d) for Additional Insured shall be attached to the certificate(s) referenced in this paragraph.
   
   c) No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the County. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the RFP and/or contract period.
   
   d) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Proposer and any subcontractors to meet the requirements of the Agreement shall be endorsed to include Pinellas County Board of County Commissioners as an Additional Insured.
   
   e) If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished by the Proposer to the County at least thirty (30) days prior to the expiration date.
SECTION C – LIMITATION ON LIABILITY, INDEMNIFICATION, AND INSURANCE REQUIREMENTS

(1) Proposer shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Proposer from its insurer. Notice shall be given by certified mail to: Pinellas County Risk Management 400 South Fort Harrison Ave Clearwater FL 33756; be sure to include your organization’s unique identifier, which will be provided upon notice of award. Nothing contained herein shall absolve Proposer of this requirement to provide notice.

(2) Should the Proposer, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Proposer for such purchase or offset the cost against amounts due to proposer for services completed. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.

f) The County reserves the right, but not the duty, to review and request a copy of the Contractor’s most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds $50,000.

g) If subcontracting is allowed under this RFP, the Prime Proposer shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; but in no event will the insurance limits be less than $500,000 for Workers’ Compensation/Employers’ Liability, and $1,000,000 for General Liability and Auto Liability if required below.

(1) All subcontracts between Proposer and its subcontractors shall be in writing and are subject to the County’s prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Proposer to the same extent Proposer is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor; (2) provide for the assignment of the subcontracts from Proposer to the County at the election of Owner upon termination of the Contract; (3) provide that County will be an additional indemnified party of the subcontract; (4) provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability; (5) provide waiver of subrogation in favor of the County and other insurance terms and/or conditions as outlined below; (6) assign all warranties directly to the County; and (7) identify the County as an intended third-party beneficiary of the subcontract. Proposer shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.

h) Each insurance policy and/or certificate shall include the following terms and/or conditions:

(1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity’s name that responded to the solicitation and/or is signing the agreement with the County. If Proposer is a Joint Venture per Section A, titled Joint Venture of this RFP, Certificate of Insurance and Named Insured must show Joint Venture Legal Entity name and the Joint Venture must comply with the requirements of Section C with regard to limits, terms and conditions, including completed operations coverage.

(2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.

(3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.

(4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.

(5) All policies shall be written on a primary, non-contributory basis.
(6) Any Certificate(s) of Insurance evidencing coverage provided by a leasing company for either workers' compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the Certificate(s) of Insurance. The County shall have the right, but not the obligation to determine that the Proposer is only using employees named on such list to perform work for the County. Should employees not named be utilized by Proposer, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the Proposer to be in default and take such other protective measures as necessary.

(7) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Proposer and subcontractor(s).

i) The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

(1) Workers’ Compensation Insurance

<table>
<thead>
<tr>
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<th>Florida Statutory</th>
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<tbody>
<tr>
<td>Employers’ Liability Limits</td>
<td></td>
</tr>
<tr>
<td>Per Employee</td>
<td>$ 500,000</td>
</tr>
<tr>
<td>Per Employee Disease</td>
<td>$ 500,000</td>
</tr>
<tr>
<td>Policy Limit Disease</td>
<td>$ 500,000</td>
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(2) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury.

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<tbody>
<tr>
<td>Limits</td>
<td></td>
</tr>
<tr>
<td>Combined Single Limit</td>
<td>$ 1,000,000</td>
</tr>
<tr>
<td>Per Occurrence</td>
<td></td>
</tr>
<tr>
<td>Products/Completed</td>
<td>$ 2,000,000</td>
</tr>
<tr>
<td>Operations Aggregate</td>
<td></td>
</tr>
<tr>
<td>Personal Injury</td>
<td>$ 1,000,000</td>
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<tr>
<td>and Advertising Injury</td>
<td></td>
</tr>
<tr>
<td>General Aggregate</td>
<td>$ 2,000,000</td>
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</tbody>
</table>

(3) Business Automobile or Trucker’s/Garage Liability Insurance covering owned, hired, and non-owned vehicles. If the Proposer does not own any vehicles, then evidence of Hired and Non-owned coverage is sufficient. Coverage shall be on an “occurrence” basis, such insurance to include coverage for loading and unloading hazards, unless Proposer can show that this coverage exists under the Commercial General Liability policy.

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<tbody>
<tr>
<td>Limit</td>
<td></td>
</tr>
<tr>
<td>Combined Single</td>
<td>$ 1,000,000</td>
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<tr>
<td>Limit Per Accident</td>
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(4) Excess or Umbrella Liability Insurance excess of the primary coverage required, in paragraphs (1), (2), and (3) above:

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<tbody>
<tr>
<td>Limits</td>
<td></td>
</tr>
<tr>
<td>Each Occurrence</td>
<td>$ 1,000,000</td>
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<tr>
<td>General Aggregate</td>
<td>$ 1,000,000</td>
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</tbody>
</table>
(5) **Professional Liability (Errors and Omissions) Insurance** with at least minimum limits as follows. If “claims made” coverage is provided, “tail coverage” extending three (3) years beyond completion and acceptance of the project with proof of “tail coverage” to be submitted with the invoice for final payment. In lieu of “tail coverage”, Proposer may submit annually to the County, for a three (3) year period, a current certificate of insurance providing “claims made” insurance with prior acts coverage in force with a retroactive date no later than commencement date of this contract.

<table>
<thead>
<tr>
<th>Limits</th>
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<tbody>
<tr>
<td>Each Occurrence or Claim</td>
<td>$2,000,000</td>
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<tr>
<td>General Aggregate</td>
<td>$2,000,000</td>
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For acceptance of Professional Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Professional Liability and other coverage combined.

(6) **Pollution Legal/Environmental Legal Liability Insurance** for pollution losses arising from all services performed to comply with this contract. Coverage shall apply to sudden and gradual pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalies, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in Bodily Injury or Property Damage. If policy is written on a Claims Made form, a retroactive date is required, and coverage must be maintained for 3 years after completion of contract or “tail coverage must be purchased. Coverage should include and be for the at least the minimum limits listed below:

1) Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean up costs, and the loss of use of tangible property that has not been physically injured or destroyed;

2) Defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensation damages.

3) Cost of Cleanup/Remediation.

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For acceptance of Pollution Legal/Environmental Legal Liability coverage included within another policy coverage required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Pollution Legal/Environmental Legal Liability and other coverage combined.

**For herbicide and pesticide spraying operations only**, an endorsement to the Commercial General Liability policy that provides Pollution Liability coverage for herbicide and pesticide spraying is acceptable.

(7) **Property Insurance** Proposer will be responsible for all damage to its own property, equipment and/or materials.
SECTION D – VENDOR REFERENCES

Proposal Title: W.E. Dunn Water Reclamation Facility Electrical Improvements - Professional Engineering Services - PID 003409A

Proposal Number: 189-0014-NC (SS)

THE FOLLOWING INFORMATION IS REQUIRED IN ORDER THAT YOUR PROPOSAL MAY BE REVIEWED AND PROPERLY EVALUATED.

COMPANY NAME: __________________________________________________________________________________

LENGTH OF TIME COMPANY HAS BEEN IN BUSINESS: ___________________________________________________

BUSINESS ADDRESS: _______________________________________________________________________________

HOW LONG IN PRESENT LOCATION: ___________________________________________________________

TELEPHONE NUMBER: _______________________________ FAX NUMBER: _______________________________

TOTAL NUMBER OF CURRENT EMPLOYEES: ________ FULL TIME _________ PART TIME

NUMBER OF EMPLOYEES YOU PLAN TO USE TO SERVICE THIS CONTRACT: ________

All references will be contacted by a County Designee via email, fax, mail or phone call to obtain answers to questions, as applicable before an evaluation decision is made.

EITHER LOCAL COMMERCIAL OR GOVERNMENTAL REFERENCE(S) (PINELLAS COUNTY GOVERNMENT REFERENCES WILL NOT BE ACCEPTED) THAT YOU HAVE PREVIOUSLY PERFORMED SIMILAR CONTRACT SERVICES FOR:

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SECTION E – SCOPE OF WORK

Proposal Title: W.E. Dunn Water Reclamation Facility Electrical Improvements - Professional Engineering Services - PID 003409A

Proposal Number: 189-0014-NC (SS)

A. OBJECTIVE:

On behalf of Pinellas County Utilities, the Pinellas County Board of County Commissioners (Board) is seeking the services of a consulting engineering firm qualified to perform the engineering assessment and design services to construct electrical improvements at the William E. Dunn Water Reclamation Facility (WEDWRF) located at 4111 Dunn Drive, Palm Harbor, Florida 34683. The design firm will be selected in accordance with the guidelines established within Pinellas County’s Procurement Policy and Procedures Manual and the State of Florida’s CCNA selection procedure outlined in FS 287.055. The overall objective of this project is to upgrade the electrical facilities at the WEDWRF. The options listed below were evaluated in a preliminary study conducted by Black and Veatch (available as an attachment to this RFP). The County’s objective for this project is to hire a consultant to evaluate the two options listed and provide their professional opinion upon which alternative is in the best interest of the County to construct. The selected Consultant shall also offer their opinion as to whether any of the proposed options listed below can be improved upon. Upon receipt of County’s approved selected option, the Consultant shall move forward with design and creation of construction plans and specifications.

OPTION 1

- Replacement of all equipment that is in need of repair including replacement and reconfiguration of the west motor control center (MCC), replacement of the west automatic transfer switches (ATSS) with closed transition capable ATS with maintenance bypass and replacement of the west emergency backup generator. Work also includes replacement of the east MCC ATS with closed transition-capable ATS with maintenance bypass, reconfiguration of the east-west power interconnect circuit and installation of a new ATS and generator at the off-site re-use water pump station. This emergency generator shall be sized to run one 200 HP pump.

- Miscellaneous work would include retrofitting the west MCC building to seal it from rain events. Electrical Improvements shall address instances where adjustable frequency drives (AFDs) are located a great distance (>200 feet) from the driven equipment.

OPTION 2

- Construct a new electrical building housing a minimum of two (2) new diesel powered emergency generators with automatic transfers switches (ATSSs) just south of the existing maintenance building at the northeast corner of the property. The generator system shall provide sufficient backup power to run both the east and west process trains, off-site pump station and administration building. The existing east and west motor control centers (MCCs) shall be replaced with new MCCs at or near their current locations. The west MCC is located on the second floor of the sludge dewatering building and the east MCC is located in a room in the generator building adjacent to the anoxic tanks and oxidation reactors at the southeast corner of the WEDWRF. New 12 kV power feeds would then run from the new electrical building to new 12kV to 480V transformers located adjacent to the east MCC building, west MCC building, off-site pump station and administration building. The new transformers would provide 480V power to the new east and west MCCs, existing off-site pump station MCC and administration building.

- The east and west MCCs and west train generator would be demolished and removed from the site. The County may choose to salvage the east train emergency generator and administration building generator which are in good condition. The east and west train ATSSs shall also be demolished and removed. The new ATSSs shall be closed transition-capable type with maintenance bypass.

- Miscellaneous work would include retrofitting the west MCC building to seal it from rain events. Electrical Improvements shall address instances where adjustable frequency drives (AFDs) are located a great distance (>200 feet) from the driven equipment.
SECTION E – SCOPE OF WORK

B. BACKGROUND:
Pinellas County Utilities owns and operates the WEDWRF which provides treatment of wastewater from the North County sanitary sewer collection system. The WEDWRF is an advanced wastewater treatment facility rated at 6.5 million gallons per day (mgd) average daily flow capacity. It currently operates under permit #FL0128775 issued from the Florida Department of Environmental Protection. The WEDWRF has five (5) separate metered accounts (East Train, West Train, Off-Site Pump Station, Maintenance Room and Administration Building). Three diesel fueled generators provide emergency backup power for the West Train, East Train and Administration Building.

The west MCC room houses the oldest electrical equipment and is in greatest need of improvements. The west MCC room experiences water puddling after rain events. The MCC equipment was generally installed from 1984 – 1987.

The east MCC room has newer MCC equipment and is in good condition. Most of the east MCC equipment was installed in 1994.

The off-site pump station electrical room and MCC are in good condition and are to remain.

Also, some of the existing adjustable frequency drives (AFDs) are located a great distance from the driven equipment motors. The existing automatic transfer switches (ATSs) have no provision for a maintenance bypass and requires electrical outage for ATS maintenance. WEDWRF has the capability to interconnect the east and west MCCs and utilize either the east or west backup generators on an emergence basis at a reduced load capacity. The County has conducted an Arc Flash study at the WEDWRF and the results will be made available to the Consultant.

In February of 2018, Pinellas County tasked Black & Veatch with conducting an evaluation of the existing electrical systems. The purpose for this evaluation was to identify potential improvements and / or replacement of the existing electrical equipment, and system controls that could improve system performance and extend the useful life of the facility, and compare those findings against installing new improved technology. The referenced evaluation led to the recommendation that the County replace the existing MCCs, ATSs, west emergency generator and provide backup power to the off-site pump station.

C. SCOPE OF WORK:
The scope of engineering services includes Project Management, Preliminary Engineering Report (PER), 60% design, 90% design and final bid documents for the improvements.

Task 1 – Project Management
The CONSULTANT will be responsible for general project administration, project coordination, preparation of miscellaneous correspondence, preparation of meeting agenda and minutes, maintaining project documentation and coordination of services provided to the County. Management shall include forecasting and tracking of budget and schedule, submitting monthly invoices along with updated schedule and project status report. The primary objectives are to keep the project within scope, budget and on schedule.

The CONSULTANTS responsibilities include, but are not limited to:

- Maintaining project documentation;
- Providing regular progress updates to Pinellas County;
- Provide engineering services related to all items identified within the project objectives and scope of work;
- Preparing a bid package, complete with specifications, for electrical improvements at the WEDWRF.

Task 2 – Preliminary Engineering Report
The CONSULTANT will prepare a Preliminary Engineering Report (PER) for the project to address the objective of the electrical improvements at the WEDWRF. The PER will include a summary of evaluations and all consultant recommended improvements obtained from information obtained from technical workshops with County staff, field observations and as-built plans.
SECTION E – SCOPE OF WORK

Specifically, the CONSULTANT shall be responsible to perform the following:

- Review and evaluate available background information;
- Review other permitted and/or scheduled construction activities that may affect this project in any way;
- Identify and comment on any issues or opportunities arising from the review, and obtain Pinellas County concurrence on any issues related to design criteria or recommendations prior to beginning the design;
- Develop Preliminary Engineering Report (PER) documents with alternative evaluations and recommendations for design;

Deliverables:
- Preliminary PER for COUNTY review and comment, digital format and up to five hard copies.
- Final digital format and signed and sealed PER, up to five hard copies.

Task 3 – Design Services – 60%, 90%, and Final Design
Based on the approved PER, the CONSULTANT shall prepare contract documents for the construction of the Project. Plan and profile drawings shall include the latest and appropriate COUNTY standard details, connection details, soil boring, survey information and required permits. Design shall include plans, specifications and sequencing to minimize impacts and to accommodate continuous plant operations.

Contract documents shall include plans and specifications complete and biddable for construction, meeting regulatory requirements. In accordance with applicable industry standard of care, each set of plans for the Project shall be accurate, legible, complete in design, suitable for bidding purposes and drawn to scales acceptable to the COUNTY. Construction plans shall be provided in electronic format using Civil 3D format per Pinellas County CADD Standard Manual for Survey & Civil Engineering, using the most current COUNTY standards and formatting.

COUNTY standard specifications will be used to the fullest extent possible. Any required sections not covered by COUNTY standard specifications will be prepared by the CONSULTANT.

A 60% design will be submitted to the COUNTY for review and comment. Based on comments received, plans and specifications will be revised and a 90% design will be submitted for review and comment. Based on comments received, plans and specifications will be revised and Final Design documents will be submitted for bid purposes. Opinions of probable construction costs will be included with each submittal.

Deliverables:
- 60% and 90% Design Plans and Specifications for COUNTY review and comment, digital format and up to five (5) hard copies.
- Final digital format and signed and sealed design documents up to five (5) hard copies.
- Engineer’s Estimate of Probable Construction Cost at 60%, 90% and Final Completion.

Task 4 – Permitting Assistance
The CONSULTANT shall prepare with the COUNTY’s assistance the necessary bidding information, bidding forms and addendums.

Task 5 – Bidding Assistance
The CONSULTANT shall prepare with the COUNTY’s assistance the necessary bidding information, bidding forms and addendums.
SECTION E – SCOPE OF WORK

The CONSULTANT, following the COUNTY’s review of the Construction Documents and of the latest Statement of Probable Construction Cost, shall be available to assist the COUNTY in obtaining bids, and in preparing and awarding the construction contract and assist conducting pre-bid conferences. CONSULTANT shall perform the following services related to bidding of the construction contract:

- Prepare Bid Proposal Form with appropriate line items for various categories of work.
- Provide summary of work in Microsoft Word format and pdf format and bid form items in Microsoft Excel for use in preparation of contract documents.
- Provide “pdf” format files for the COUNTY to post on the COUNTY’s procurement website or selected service provider such as DemandStar.
- Provide input for agenda and attend pre-bid meeting.
- Provide responses for all written bidder inquiries.
- Prepare and provide addenda responses as required and agreed with the COUNTY’s Project Manager including any required revisions to construction plans and specifications for the Project.
- Evaluate Bids and recommend award.
- Prepare two (2) complete sets of conformed documents (plans and specifications) for construction which shall be signed and sealed by the CONSULTANT.
- Provide to the COUNTY digital format (electronic files in Civil 3D and pdf files) for the conformed documents.

Task 6 – Engineering Services During Construction
The CONSULTANT shall provide limited services during the construction phase of the project. These services will include:

- Attend the Pre-Construction Meeting
- Review of Submittals and Shop Drawings
- Review and prepare responses to Contractor RFIs as required and agreed with the COUNTY’s Project Manager
- Review of Allowance Releases and provide recommendation to the COUNTY
- Review of Claims and provide recommendation to the COUNTY
- Review of Change order documents
- Provide review of Contractor pay applications
- Conduct Periodic Site Visits sufficient to certify permits and verify work is proceeding according to the design plans and provide written summary to the COUNTY
- Attend Substantial Completion Inspection and prepare punch list
- Attend Final Inspection
- Preparation of Record Drawings
- Delivery of GIS Data (Optional)

D. BUDGET ESTIMATE:
$400,000.00

E. ATTACHMENTS:
1. Sample Agreement
2. Electrical Improvements Plan by Black & Veatch dated August 13, 2018
Electronic Payment (ePayables)

The Pinellas County Board of County Commissioners (County) offers a credit card payment process (ePayables) through Bank of America. Pinellas County does not charge vendors to participate in the program; however, there may be a charge by the company that processes your credit card transactions. For more information please visit Pinellas County purchasing website at www.pinellascounty.org/purchase.

Would your company accept to participate in the ePayables credit card program?

☐ Yes  ☐ No

________________________________________
Company Name

________________________________________
Authorized Signature (for payment acceptance)

________________________________________
Printed Signature/Title/Department

________________________________________
Phone Number
W-9 REQUEST FOR TAXPAYER ID NUMBER AND CERTIFICATION

Substitute Form

W-9

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: □ Individual/Sole proprietor □ Corporation □ Partnership

□ Limited Liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) □ Exempt payee

Address (number, street, and apt. or suite no.)

Requester’s name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

Or

Employer Identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends on your tax return. For real estate transactions, Item 2 does not apply.

3. I am a U.S. citizen or other U.S. person (defined in the instructions).

Certification instructions. You must cross out Item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Date

Signature of U.S. person ▶

*Instructions to Form W-9 available upon request.

Section 119.071(5), Florida Statutes Notice:
Your Tax Identification Number (which for individuals is your social security number) is collected on Form W-9 for use in filing information returns with the IRS as described more fully below. Collection of the tax identification number (or social security number as applicable) is mandatory pursuant to Section 6109 of the Internal Revenue Code (26 U.S.C § 6109).

Privacy Act Notice:
Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payee. Certain penalties may also apply.
SECTION G – ADDENDA ACKNOWLEDGMENT FORM

Proposal Title: W.E. Dunn Water Reclamation Facility Electrical Improvements - Professional Engineering Services - PID 003409A

Proposal No: 189-0014-NC (SS)

PLEASE ACKNOWLEDGE RECEIPT OF ADDENDA FOR THIS RFP BY SIGNING AND DATING BELOW:

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Note: Prior to submitting the response to this solicitation, it is the responsibility of the firm submitting a response to confirm if any addenda have been issued. If such document(s) has been issued, acknowledge receipt by signature and date in section above and return Addenda Acknowledgement Form with RFP. Failure to do so may result in being considered non-responsive or result in lowering the rating of a firm’s proposal.

Information regarding Addenda issued is available on the Purchasing Department section of the County’s CCNA website at, [http://www.pinellascounty.org/purchase/CCNA.htm](http://www.pinellascounty.org/purchase/CCNA.htm)
NOTE: If you do not intend to submit a proposal on this requirement, please return this form immediately. Thank you.

Pinellas County Purchasing Department
400 South Fort Harrison Avenue, 6th Floor
Clearwater, Florida 33756

We, the undersigned have declined to submit a proposal for RFP No. 189-0014-NC (SS) for W.E. Dunn Water Reclamation Facility Electrical Improvements - Professional Engineering Services - PID 003409A

Specifications too "tight", i.e., geared toward one brand or manufacturer only (explain below).

_____ Insufficient time to respond to the Request for Proposal.

_____ We do not offer this product or service.

_____ Our schedule would not permit us to perform.

_____ Unable to meet specifications.

_____ Unable to meet Bond requirement.

_____ Specifications unclear (explain below).

_____ Unable to Meet Insurance Requirements.

_____ Remove Us from Your "Notification List" Altogether

_____ Other (specify below).

REMARKS:

________________________________________________________________________________________________________________________

________________________________________________________________________________________________________________________

________________________________________________________________________________________________________________________

We understand that if the "No Proposal" letter is not executed and returned our name may be deleted from the Consultants Notification List of Pinellas County.

COMPANY NAME: ___________________________________________________________

DATE: ___________________________________________________________

SIGNATURE: ___________________________________________________________

TYPED NAME OF ABOVE: ___________________________________________________

TELEPHONE: __________________________________________________________

FAX: _________________________________________________________________

EMAIL: ______________________________________________________________
PINELLAS COUNTY GOVERNMENT IS COMMITTED TO PROGRESSIVE PUBLIC POLICY, SUPERIOR PUBLIC SERVICE, COURTEOUS PUBLIC CONTACT, JUDICIOUS EXERCISE OF AUTHORITY AND SOUND MANAGEMENT OF PUBLIC RESOURCES, TO MEET THE NEEDS AND CONCERNS OF OUR CITIZENS TODAY AND TOMORROW.

NON-CONTINUING PROFESSIONAL SERVICES AGREEMENT

RFP TITLE: W.E. Dunn Water Reclamation Facility Electrical Improvements - Professional Engineering Services

RFP CONTRACT NO. 189-0014-NC (SS)

COUNTY PID NO. PID 003409A

NON-CONTINUING FIRM:
# PROFESSIONAL ENGINEERING SERVICES NON-CONTINUING SERVICES SAMPLE AGREEMENT

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SECTION 1
INTENT OF AGREEMENT

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES FOR
W.E. Dunn Water Reclamation Facility Electrical Improvements -
Professional Engineering Services - PID 003409A

THIS AGREEMENT, entered into on the _____ day of ___________, 20_____, between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, represented by its Board of County Commissioners, and, (Insert Company Name) with offices in (Insert City), Florida hereinafter referred to as the CONSULTANT.

WITNESSETH, That:

WHEREAS, Pinellas County, herein referred to as the COUNTY, requires PROFESSIONAL ENGINEERING SERVICES associated with support to develop plans and specifications and perform all other professional engineering services as may be required during the construction of Electrical Improvements at the William E. Dunn Water Reclamation Facility located at 4111 Dunn Drive, Palm Harbor, Florida 34683 Pinellas County, Florida

WHEREAS, the COUNTY desires the CONSULTANT provide PROFESSIONAL ENGINEERING SERVICES requisite to the development of the PROJECT; and

WHEREAS, the CONSULTANT has expressed the willingness and ability to provide the aforementioned Services; and

NOW THEREFORE, the COUNTY and the CONSULTANT, in consideration of the mutual covenants hereinafter set forth, agree as follows:
SECTION 2
SCOPE OF PROJECT

2.1 PROJECT DESCRIPTION AND PROFESSIONAL REQUIREMENTS

For the purposes of this Agreement the term PROJECT shall include all areas of proposed improvements, all areas that may reasonably be judged to have an impact on the PROJECT, and all PROJECT development phases and the services and activities attendant thereto. It is not the intent of this Agreement to identify the exact limits or details involved in providing satisfactorily completed PROJECT construction documents. The CONSULTANT shall provide the following professional services to prepare construction plans, specifications, and complete applications for and receive all federal, state, and local permits required for construction of the PROJECT. The PROJECT design shall be based on the following data:

(Insert all relevant information about requirements). All required permits shall be obtained by the engineering consultant. Plans shall be prepared in accordance with Civil 3D Pinellas County Requirements. Exhibit A, Scope of Services is attached.

a) Required Deliverables

   • Civil 3D file (eTransmit) of construction plans and for each transmittal phase. The plans shall be provided electronically, plus two (2) paper prints signed and sealed by a Professional Engineer certified in the State of Florida.

   • All technical specifications required for construction of project.

2.2 PROJECT PHASES

All project phases shall be completed on or before the milestone dates provided in the COUNTY approved PROJECT design schedule referenced in Exhibit A.

2.3 CONSULTING RESPONSIBILITIES

A. It is the intention of the COUNTY that the CONSULTANT is held accountable for its work, including checking and review of plans, and that submittals are complete.

B. The CONSULTANT shall be responsible for the accuracy of the work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the COUNTY will not relieve the CONSULTANT of the responsibility for subsequent correction of any errors and the clarification of any ambiguities.

C. The CONSULTANT represents that it has secured or will secure, at its own expense, all personnel necessary to complete this Agreement; none of whom shall be employees of or have any contractual relationship with the COUNTY. Primary liaison with the COUNTY will be through the CONSULTANT’S Project Manager. All of the services required hereunder will be performed by the CONSULTANT or under the CONSULTANT’S supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

D. The CONSULTANT shall endorse all reports, calculations, contract plans, and survey data. Services shall be prepared under the direction of an engineer registered in the State of Florida and qualified in the required discipline. Products or services performed or checked shall be signed and sealed by the CONSULTANT’S Florida registered engineer.
E. The CONSULTANT shall be responsible for the preparation of a PROJECT design schedule, prepared in Microsoft Project 2013 or later, which shows a breakdown of all tasks to be performed, and their relationship in achieving the completion of each phase of work. A bar chart schedule showing overall PROJECT time frames should also be prepared. These schedules must be submitted for COUNTY approval within ten (10) days of the initial PROJECT Notice to Proceed. These schedules will be used to verify CONSULTANT performance in relationship to Fees claimed and to allow the COUNTY’S Project Manager to monitor the CONSULTANT’S efforts. The CONSULTANT shall be responsible for any updates to these schedules and for documenting in writing to the COUNTY any major deviations in the actual versus estimated PROJECT time frames.

F. The CONSULTANT shall respond, in writing, to all review comments made by the COUNTY, and shall incorporate appropriate design adjustments into the PROJECT, in a timely manner, resulting from the review exchange.

2.4 GENERAL DESIGN CONDITIONS

2.4.1 The CONSULTANT shall coordinate and solicit appropriate input, with the knowledge of the COUNTY.

2.4.2 All design data, plans, and drawings shall be delivered electronically and or on CD ROM formatted to .DXF or .DWG utilizing Civil 3D 2012 or later; as well as providing reproducible hard copies of plans and drawings. All specification and other documents shall be delivered electronically and or on a CD ROM, Microsoft Word & Excel format as required, as well as the reproducible hard copies.

2.4.3 One (1) original and nine (9) copies of all deliverables are required unless specific submittal requirements are specified elsewhere in this Agreement.

2.4.4 The CONSULTANT shall develop acceptable alternates to any and all design recommendations that may be declared unacceptable.

2.5 GOVERNING SPECIFICATIONS REGULATIONS AND PERTINENT DOCUMENTS

The PROJECT shall be designed by the CONSULTANT in accordance with applicable industry standards. The CONSULTANT shall be responsible for utilizing and maintaining current knowledge of any laws, ordinances, codes, rules, regulations, standards, guidelines, special conditions, specifications, or other mandates relevant to the PROJECT or the services to be performed.

SECTION 3
SERVICES TO BE FURNISHED BY THE CONSULTANT

3.1 SEE EXHIBIT A – SCOPE OF SERVICES.

3.2 BIDDING PHASE

The CONSULTANT shall prepare with the COUNTY’S assistance the necessary bidding information, bidding forms, the conditions of the contract, and the form of agreement between the COUNTY and the Contractor. The CONSULTANT also, shall bear the cost of two (2) complete sets of documents (plans and specifications), two (2) of which shall be signed and sealed by the CONSULTANT as original record sets for the PROJECT. Each sheet in the two (2) construction plans print sets shall be signed, sealed and dated. The title sheet only of the two (2) specifications sets shall be signed, sealed, and dated. Additionally, any required addenda shall be signed, sealed, and dated.
3.2.1 The CONSULTANT, following the COUNTY’S review of the Construction Documents and of the latest Statement of Probable Construction Cost, shall be available to assist the COUNTY in obtaining bids, and in preparing and awarding construction contracts for each bid package. The CONSULTANT shall assist conducting pre-bid conferences, and shall prepare a Bid Tabulation spreadsheet following receipt of bids.

3.2.2 If the Advertisement for bids has not commenced within sixty (60) days after the CONSULTANT submits the approved Construction Documents to the COUNTY, any fixed limit of Construction Cost established as a condition of this Agreement shall be adjusted to reflect any change in the general level of prices which may have occurred during that period of time in construction industry. The adjustment shall reflect changes between the date of submission of the Construction Documents to the COUNTY and the date on which the Advertisement for Bids occurred.

3.2.3 The CONSULTANT shall prepare any required addenda to construction plans and specifications on the PROJECT during the bidding phase affecting the CONSULTANT’S plans and specifications. The CONSULTANT shall also provide any addenda during the Construction Phase in sufficient quantity to distribute to all necessary parties as determined by the COUNTY. Addenda material shall be placed in envelopes by the CONSULTANT for mailing by the COUNTY. The CONSULTANT shall also furnish certified mail receipt material and prepare mailing labels. The COUNTY shall mail all addenda.

3.3 CONSTRUCTION PHASE

All contact and/or communication from the CONSULTANT to the Contractor shall be coordinated with the knowledge of the COUNTY.

A. Construction Consultation Services

1. Processing, review, approval and distribution of shop drawings, product data, samples and other submittals required by the Contract Documents.

2. Maintenance of master file of submittals with duplicate for COUNTY.

3. Construction Field Observation Services consisting of visits to the site as frequent as necessary, but not less than once every week, to become generally familiar with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the Contract Documents and prepare related reports and communications. Provide written report of each visit. This field observation requirement shall include any sub-consultants at appropriate construction points.

4. Review for comment or approval any and all proposal requests, supplemental drawings and information and change orders.

5. Review for correctness Contractors pay requests for the COUNTY.

6. Prepare, reproduce and distribute supplemental drawings, specifications and interpretations in response to requests for clarification by the Contractor or the COUNTY as required by construction exigencies. Response to any request must be received by the COUNTY within twenty-four (24) hours of request, or the next available working day when the request is prior to a weekend or holiday.

7. Review, upon notice by the Contractor that work is ready for final inspection and acceptance.

8. Notify the COUNTY of any deficiencies found in follow-up reviews.

9. Evaluate all testing results and make recommendations to the COUNTY.
10. Assist in the establishment by the COUNTY of programs of operation and maintenance of the physical plant and equipment.

11. Arrange for and coordinate instructions on operations and maintenance of equipment in conjunction with manufacturer's representatives.

12. Prepare an operation and maintenance manual for the COUNTY’s use.

13. The CONSULTANT shall visit the project as necessary, but at a minimum of three (3) month, six (6) month and upon construction completion in order to certify that the permit conditions have been met satisfactorily. This shall not relieve the CONSULTANT of other needed visits to the project should specific issues arise.

14. Assistance in the training of the facility operation and maintenance personnel in proper operations, schedules, procedures and maintenance inventory.

15. Prepare as-built record drawings, based on information furnished by the Contractors including significant changes in the work made during construction. The CONSULTANT will provide one (1) set of signed and sealed prints and one (1) CADD disk of the as-built record construction documents.

16. Transmit certified as-built record drawings and general data, appropriately identified, to the COUNTY within thirty (30) days following completion of construction.

17. Consult with, and recommend solutions to, the COUNTY during the duration of warranties in connection with inadequate performance of materials, systems, and equipment under warranty.

18. Review facilities or equipment prior to expiration of warranty period(s) to ascertain adequacy of performance, materials, systems and equipment.

19. Document noted defects or deficiencies and assist the COUNTY in preparing instructions to the Contractor for correction of noted defects.

20. The Contractor shall provide the CONSULTANT with all the required project close out material for CONSULTANT’S use in the warranty period services.

21. The Contractor shall have prime responsibility in the warranty period for all services herein. The CONSULTANT shall assist, consult, observe review and document as noted.

3.4 **PROVISIONS RELATED TO ALL PHASES**

3.4.1 The CONSULTANT will investigate and confirm in writing to the COUNTY, to the best of the CONSULTANT’S knowledge, conformance with all applicable local public and utility regulations.

3.4.2 The CONSULTANT will coordinate work designed by various disciplines.

3.4.3 The CONSULTANT shall submit to the COUNTY design notes and computations to document the design conclusions reached during the development of the construction plans.
a. Five (5) copies of the design notes and computations shall be submitted to the COUNTY with the design development review plans. When the plans are submitted for final review, the design notes and computations corrected for any COUNTY comments shall be resubmitted. At the PROJECT completion, a final set of the design notes and computations, properly endorsed by the CONSULTANT, shall be submitted with the record set of plans and tracings.

b. The design notes and calculations shall include, but not be limited to, the following data:

1) Design criteria used for the PROJECT.
2) Roadway geometric calculations
3) Structural calculations.
4) Drainage calculations.
5) Traffic design calculations
6) Traffic control calculations
7) Calculations as required by provisions of the Florida Energy Conservation Manual (Department of General Services), latest revision.
8) Calculations showing probable cost comparisons of various alternatives considered.
9) Documentation of decisions reached resulting from meetings, telephone conversations or site visits.
10) Other PROJECT-related correspondences as appropriate.

3.4.4 Each set of plans for the PROJECT shall be accurate, legible, complete in design, suitable for bidding purposes and drawn to scales acceptable to the COUNTY. The completed plans shall be furnished on reproducible material and in a format, which is acceptable to the COUNTY.

3.4.5 The CONSULTANT shall make such reviews, visits, attend such meetings and conferences and make such contacts as are necessary for the proper preparation of plans and specifications for the PROJECT.

3.4.6 The COUNTY in no way obligates itself to check the CONSULTANT’S work and further is not responsible for maintaining project schedules.

3.4.7 Other CONSULTANT responsibilities shall be as listed below:

a. Provide necessary sealed drawings to obtain building permits or any utility permit.
b. Assist the COUNTY in Contractor claims and/or litigation.
c. Review the Adequacy and completeness of documents submitted by the Contractor to protect the COUNTY against claims by suppliers or third parties.

3.4.8 The CONSULTANT must be familiar with the intent, thoroughness, safety factors and design assumptions of all structural calculations.

3.4.9 All work prepared and/or submitted shall be reviewed and checked by a CONSULTANT (Architect/Engineer) registered in Florida. All plans shall be signed and sealed by the Professional CONSULTANT in responsible charge.

3.5 PERMIT APPLICATIONS AND APPROVALS

3.5.1 The CONSULTANT shall prepare all permit applications, data and drawings required for submittal BY THE COUNTY for approval of local, state and federal agencies.

3.5.2 The CONSULTANT shall, at no additional cost to the COUNTY, make all reasonable and necessary construction plans revisions required to obtain the necessary permit approvals for construction of the PROJECT.
3.5.3 For the purpose of ensuring the timely approval of all permits necessary for the construction of the
PROJECT, the CONSULTANT shall schedule the necessary contacts and liaison with all agencies having permit
jurisdiction over the PROJECT, and shall furnish, on a timely basis, such plans, data and information as may be
necessary to secure approval of the required permits.

3.6 COORDINATION WITH UTILITY SERVICES AND AFFECTED PUBLIC AGENCIES

3.6.1 The requirements of the various utility services shall be recognized and properly coordinated with
the PROJECT design.

3.6.2 Drainage investigations and drainage design shall be coordinated with any city or drainage district
that may be affected by or have an effect on the PROJECT.

SECTION 4
SERVICES TO BE FURNISHED BY THE COUNTY

4.1 The COUNTY shall provide the following for the CONSULTANT’S use and guidance:

A. Copies of existing maps, existing aerial photographs, as-built construction plans and data pertinent to
   the PROJECT design, which the COUNTY may have in its possession.

B. Reproducibles of the COUNTY Engineering Department Standard Drawings applicable to the
   PROJECT.

C. Sample copies of the COUNTY standard contract documents and specifications.

D. Preparation of legal (front-end) section of the specifications.

SECTION 5
PRESENTATIONS, PUBLIC MEETINGS AND TECHNICAL LIAISON

The following services shall be provided at no additional cost to the COUNTY:

5.1 Prior to the commencement of design activities, the COUNTY will conduct with the CONSULTANT a pre-
   design conference for the purpose of discussing issues relative to the PROJECT, plans preparation and submittal
   procedures and to convey to the CONSULTANT such items provided for under Section 4 as may be required and
   available at that time.

5.2 The CONSULTANT shall make presentations to the COUNTY’S Director of Utilities or designee as often
   as reasonably requested and at any point in the PROJECT development should issues arise which make additional
   presentations other than those listed elsewhere in this Agreement, in the COUNTY’S best interest.

5.3 The CONSULTANT shall participate in Monthly PROJECT Conferences with COUNTY staff personnel.
   The meetings will be scheduled by the COUNTY at a location provided by the COUNTY.

5.4 The CONSULTANT shall attend, as technical advisor to the COUNTY all meetings or hearings conducted
   by permitting agencies or public bodies in connection with any permit required for the construction of the
   PROJECT, and shall prepare all presentation aids, documents and data required in connection with such meetings
   or hearings, and at the discretion of the COUNTY, shall either plead the COUNTY’S case or provide engineering
   and technical assistance to the COUNTY in its pleading of the case.

5.5 The CONSULTANT shall keep accurate minutes of all meetings and distribute copies to all attending.
   These meetings shall be set up through the COUNTY and appropriate COUNTY staff shall attend.
SECTION 6
PAYMENT GUIDELINES AND CATEGORY OF SERVICES

6.1 BASIC SERVICES

The services described and provided for under Sections 2, 3 and Exhibit A shall constitute the Basic Services to be performed by the CONSULTANT under this Agreement.

6.2 OPTIONAL SERVICES

Services noted in Exhibit A of this Agreement as “Optional” shall constitute the Optional Services to be performed by the CONSULTANT under this Agreement. Optional Services shall be rendered by the CONSULTANT only upon written authorization by the COUNTY’s Director of the Utilities, or designee.

6.3 CONTINGENCY SERVICES

When authorized in writing by the COUNTY’S Director of Utilities or designee, the CONSULTANT shall furnish services resulting from unforeseen circumstances not anticipated under Basic Services due to minor changes in the PROJECT scope.

Compensation for any Contingency Services assignments shall be negotiated between the COUNTY and the CONSULTANT at the time the need for services becomes known.

6.4 ADDITIONAL SERVICES

When executed by the County Administrator or Board of County Commissioners as an amendment to this Agreement, the CONSULTANT shall provide such additional services as may become necessary because of changes in the Scope of PROJECT. Additional Services shall be classified as any change beyond the Contingency Services upset limit for compensation.

6.5 INVOICING

The CONSULTANT may submit invoices for fees earned on a monthly basis. Such invoicing shall be supported by a Progress Report showing the actual tasks performed and their relationship to the percentage of fee claimed for each phase. Billings within each phase of work shall be for the percentage of work effort completed to date for that phase. The COUNTY shall make payments to the CONSULTANT for work performed in accordance with the Local Government Prompt Payment Act, Section 218.70 et. seq., F.S.

The following services shall be considered reimbursable services and may be filled in full upon their completion and acceptance. The CONSULTANT shall provide copies of supporting receipts/invoices/billing documentation. Self-performed reimbursable work shall be reimbursed at the firm’s standard hourly rates for all related services. A breakdown of man hours and billing rates shall be provided with each invoice. An hourly rate sheet is attached (Exhibit B).

A. Soil Analysis/Geotechnical Investigations.
B. Contamination Assessments/Hazardous Material Analysis (if required).
C. Aerial Photography (if required).
D. Payment of Permit Fees (if required).
E. Payment of the Public Information Meeting Advertisements, if required.
F. Payment of the Court Reporter for public meetings, if required.
G. Printing and Binding Services.
Should an invoiced amount for fees earned appear to exceed the work effort believed to be completed, the COUNTY may, prior to processing of the invoice for payment, require the CONSULTANT to submit satisfactory evidence to support the invoice.

All progress reports shall be mailed to the attention of the designated Project Manager, Utilities, 14 S. Ft. Harrison Ave, Clearwater, FL 33756.

SUPPLIER shall submit invoices for payment due as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 et. seq, Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Division Accounts Payable
Pinellas County Board of County Commissioners
P. O. Box 2438
Clearwater, FL 33757

Each invoice shall include, at a minimum, the Supplier’s name, contact information and the standard purchase order number. The County may dispute any payments invoiced by SUPPLIER in accordance with the County’s Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County’s Dispute Resolution Process.

Fees for contingent or additional services authorized shall be invoiced separately, and shall be due and payable in full upon the presentation of satisfactory evidence that the corresponding services have been performed.

**SECTION 7  
COMPENSATION TO THE CONSULTANT**

7.1 For the BASIC SERVICES provided for in this Agreement, as defined in Section 3.10, the COUNTY agrees to pay the CONSULTANT as follows:

A Lump Sum Fee of: for the Task 1 – General Task Phase of the PROJECT.

A Lump Sum Fee of: for the Task 2 - Phase of the PROJECT.

A Lump Sum Fee of: for the Task 3 –Phase of the PROJECT.

A Lump Sum Fee of: for the Task 4 –Phase of the PROJECT.

A Lump Sum Fee of: for the Task 5 –Phase of the PROJECT

A Lump Sum Fee of: for the Task 6 –Phase of the PROJECT

A Lump Sum Fee of: for the Task 7 –Phase of the PROJECT

The above fees shall constitute the total not to exceed amount of ($) to the CONSULTANT for the performance of Basic Services. All man hours are billed per the established and agreed hourly rates. The hourly rates are fully loaded and include all labor, overhead, expenses and profit of any nature including travel within the Tampa Bay Metropolitan Statistical area. Travel outside of the Tampa Bay Metropolitan Statistical Area will be reimbursed in accordance with Section 112.061 F.S. and/or the County Travel Policy, as approved by the County.
7.2 For the OPTIONAL SERVICES provided for in the Agreement, as defined in Exhibit A, the COUNTY agrees to pay the CONSULTANT as follows:

A Lump Sum Fee of: ($) for the Task 8a of the PROJECT

7.3 For any CONTINGENCY SERVICES performed, the COUNTY agrees to pay the CONSULTANT, a negotiated fee based on the assignment, up to a maximum amount not to exceed ($) for all assignments performed.

7.4 Total agreement amount ($).

7.5 For any ADDITIONAL SERVICES, the COUNTY agrees to pay the CONSULTANT a negotiated total fee based on the work to be performed as detailed by a written amendment to this Agreement.

7.6 In the event that this Agreement is terminated under the provisions of this contract the total and complete compensation due the CONSULTANT shall be as established by the COUNTY based on the COUNTY’S determination of the percentage of work effort completed to date of termination.

SECTION 8
PERFORMANCE SCHEDULE

Time is of the essence in this Agreement. The CONSULTANT shall plan and execute the performance of all services provided for in this Agreement in such manner as to ensure their proper and timely completion in accordance with the following schedule:

8.1 The services to be rendered by the CONSULTANT shall be commenced upon receipt from the COUNTY of written “NOTICE TO PROCEED.”

8.2 All project phases shall be completed on or before the milestone dates provided in the COUNTY approved PROJECT design schedule referenced in 2.3 E.

8.3 The CONSULTANT shall not be held responsible for delays in the completion of the PROJECT design when the COUNTY causes such delays. The COUNTY reviews related to the above submittals shall not exceed twenty-one (21) days.

SECTION 9
AUTHORIZATION FOR CONTINGENT OR ADDITIONAL SERVICES

9.1 The CONTINGENCY services provided for under this Agreement shall be performed only upon prior written authorization from the Director of Utilities or designee.

9.2 The ADDITIONAL services provided for under this Agreement shall be performed only upon approval of the County Administrator or Board of County Commissioners.

9.3 The CONSULTANT shall perform no services contemplated to merit compensation beyond that provided for in this Agreement unless such services, and compensation therefore, shall be provided for by appropriate written authorization or amendment(s) to this Agreement.

SECTION 10
FIRMS AND INDIVIDUALS PROVIDING SUBCONSULTING SERVICES

The COUNTY reserves the right to review the qualifications of any and all subconsultants, and to reject any subconsultant in a proper and timely manner, deemed not qualified to perform the services for which it shall have been engaged. Any subconsultant not listed as part of the prime consultants team at time of award must be approved by the Director of Purchasing prior to performing any service.
SECTION 11
SATISFACTORY PERFORMANCE

All services to be provided by the CONSULTANT under the provisions of this Agreement, including services to be provided by subcontractors, shall be performed to the reasonable satisfaction of the COUNTY’S Director of Utilities or designee.

SECTION 12
RESOLUTION OF DISAGREEMENTS

12.1 The COUNTY shall reasonably decide all questions and disputes, of any nature whatsoever, that may arise in the execution and fulfillment of the services provided for under this Agreement.

12.2 The decision of the COUNTY upon all claims, questions, disputes and conflicts shall be final and conclusive, and shall be binding upon all parties to this Agreement, subject to judicial review.

SECTION 13
CONSULTANT’S ACCOUNTING RECORDS

13.1 Records of expenses pertaining to all services performed shall be kept in accordance with generally accepted accounting principles and procedures.

13.2 The CONSULTANT’S records shall be open to inspection and subject to examination, audit, and/or reproduction during normal working hours by the COUNTY’S agent or authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the CONSULTANT or any of his payees pursuant to the execution of the Agreement. These records shall include, but not be limited to, accounting records, written policies and procedures, subcontractor files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this Agreement. They shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. The COUNTY shall not audit payroll and expense records on task assignments paid by lump sum fee.

13.3 For the purpose of such audits, inspections, examinations and evaluations, the COUNTY’S agent or authorized representative shall have access to said records from the effective date of the Agreement, for the duration of work, and until five (5) years after the date of final payment by the COUNTY to the CONSULTANT pursuant to this Agreement.

13.4 The COUNTY’S agent or authorized representative shall have access to the CONSULTANT’S facilities and all necessary records in order to conduct audits in compliance with this Section. The COUNTY’S agent or authorized representative shall give the CONSULTANT reasonable advance notice of intended inspections, examinations, and/or audits.

SECTION 14
OWNERSHIP OF PROJECT DOCUMENTS

Upon completion or termination of this Agreement, all records, documents, tracings, plans, specifications, maps, evaluations, reports and other technical data, other than working papers, prepared or developed by the CONSULTANT under this Agreement shall be delivered to and become the property of the COUNTY. The CONSULTANT, at its own expense, may retain copies for its files and internal use. The COUNTY shall not reuse any design plans or specifications to construct another project at the same or a different location without the CONSULTANT’S specific written verification, adaptation or approval.
SECTION 15
INSURANCE COVERAGE AND INDEMNIFICATION

15.1 The Contractor must maintain insurance in at least the amounts required in the Request for Proposal throughout the term of this contract. The contractor must provide a Certificate of Insurance in accordance with Insurance Requirements of the Request for Proposal, evidencing such coverage prior to issuance of a purchase order or commencement of any work under this Contract. See Section C Insurance Requirements – Attached

15.2 If the CONSULTANT is an individual or entity licensed by the state of Florida who holds a current certificate of registration under Chapter 481, Florida Statutes, to practice architecture or landscape architecture, under Chapter 472, Florida Statutes, to practice land surveying and mapping, or under Chapter 471, Florida Statutes, to practice engineering, and who enters into a written agreement with the COUNTY relating to the planning, design, construction, administration, study, evaluation, consulting, or other professional and technical support services furnished in connection with any actual or proposed construction, improvement, alteration, repair, maintenance, operation, management, relocation, demolition, excavation, or other facility, land, air, water, or utility development or improvement, the CONSULTANT will indemnify and hold harmless the COUNTY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys’ fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the Agreement.

SECTION 16
EQUAL EMPLOYMENT OPPORTUNITY CLAUSE
FOR CONTRACTS NOT SUBJECT TO EXECUTIVE ORDER 11246

In carrying out the contract, the CONSULTANT shall not discriminate against employee or applicant for employment because of race, color, religion, sex or national origin.

SECTION 17
INDEPENDENT CONTRACTOR STATUS AND COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986

CONSULTANT acknowledges that it is functioning as an independent contractor in performing under the terms of this Agreement, and it is not acting as an employee of COUNTY. CONSULTANT acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, located at 8 U.S.C. Section 1324, et seq., and regulations relating thereto. Failure to comply with the above provisions of this contract shall be considered a material breach and shall be grounds for immediate termination of the contract.

SECTION 18
PROHIBITION AGAINST CONTINGENT FEE

The CONSULTANT warrants that he 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 Agreement, and that he 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 any other consideration, contingent upon or resulting from the award or making of this Agreement.

SECTION 19
TRUTH IN NEGOTIATIONS

By execution of this Agreement, the CONSULTANT certifies to truth-in-negotiations and that wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting. Further, the original contract amount and any additions thereto shall be adjusted to exclude any significant sums where the COUNTY determines the contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. Such adjustments must be made within one (1) year following the end of the contract.
SECTION 20
SUCCESSORS AND ASSIGNS

The CONSULTANT shall not assign, sublet, or transfer his interest in this Agreement without the written consent of the COUNTY.

SECTION 21
INTEREST ON JUDGMENTS

In the event of any disputes between the parties to this Agreement, including without limitation thereto, their assignees and/or assigns, arising out of or relating in any way to this Agreement, which results in litigation and a subsequent judgment, award or decree against either party, it is agreed that any entitlement to post judgment interest, to either party and/or their attorneys, shall be fixed by the proper court at the rate of five percent (5%), per annum, simple interest. Under no circumstances shall either party be entitled to pre-judgment interest. The parties expressly acknowledge and, to the extent allowed by law, hereby opt out of any provision of federal or state statute not in agreement with this paragraph.

SECTION 22
TERMINATION OF AGREEMENT

22.1 The COUNTY reserves the right to cancel this Agreement, without cause, by giving thirty (30) days prior written notice to the CONSULTANT of the intention to cancel. Failure of the CONSULTANT to fulfill or abide by any of the terms or conditions specified shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of COUNTY. Alternatively, at the COUNTY’S discretion, the COUNTY may provide to CONSULTANT thirty (30) days to cure the breach. Where notice of breach and opportunity to cure is given, and CONSULTANT fails to cure the breach within the time provided for cure, COUNTY reserves the right to treat the notice of breach as notice of intent to cancel the Agreement for convenience.

22.2 If COUNTY terminates the Agreement for convenience, other than where the CONSULTANT breaches the Agreement, the CONSULTANT’S recovery against the COUNTY shall be limited to that portion of the CONSULTANT’S compensation earned through date of termination, together with any costs reasonably incurred by the CONSULTANT that are directly attributable to the termination. The CONSULTANT shall not be entitled to any further recovery against the COUNTY, including but not limited to anticipated fees or profit on work not required to be performed.

22.3 Upon termination, the CONSULTANT shall deliver to the COUNTY all original papers, records, documents, drawings, models, and other material set forth and described in this Agreement.

22.4 In the event that conditions arise, such as lack of available funds, which in the COUNTY’S opinion make it advisable and in the public interest to terminate this Agreement, it may do so upon written notice.

SECTION 23
AGREEMENT TERM

This Agreement will become effective on the date of execution first written above and shall remain in effect for nine hundred (900) consecutive calendar days from the commencement date on the Notice to Proceed) unless terminated at an earlier date under other provisions of this Agreement, or unless extended for a longer term by amendment.

SECTION 24
CONFLICT OF INTEREST

24.1 By accepting award of this Contract, the CONSULTANT, which shall include its directors, officers and employees, represents that it presently has no interest in and shall acquire no interest in any business or activity which would conflict in any manner with the performance of services required hereunder, including as described in the CONSULTANT’S own professional ethical requirements. An interest in a business or activity which shall be deemed a conflict includes but is not limited to direct financial interest in any of the material and equipment manufacturers suppliers, distributors, or contractors who will be eligible to supply material and equipment for the PROJECT for which the CONSULTANT is furnishing its services required hereunder.
24.2 If, in the sole discretion of the County Administrator or designee, a conflict of interest is deemed to exist or arise during the term of the contract, the County Administrator or designee may cancel this contract, effective upon the date so stated in the Written Notice of Cancellation, without penalty to the COUNTY.

SECTION 25
ENTIRE AGREEMENT

This Agreement represents, together with all Exhibits and Appendices, the entire written Agreement between the COUNTY and the CONSULTANT and may be amended only by written instrument signed by both the COUNTY and the CONSULTANT.

SECTION 26
PUBLIC ENTITY CRIMES

CONSULTANT is directed to the Florida Public Entity Crime Act, Fla. Stat. 287.133, and Fla. Stat. 287.135 regarding Scrutinized Companies, and CONSULTANT agrees that its bid and, if awarded, its performance of the agreement will comply with all applicable laws including those referenced herein. CONSULTANT represents and certifies that CONSULTANT is and will at all times remain eligible to bid for and perform the services subject to the requirements of these, and other applicable, laws. CONSULTANT agrees that any contract awarded to CONSULTANT will be subject to termination by the County if CONSULTANT fails to comply or to maintain such compliance.

SECTION 27
PUBLIC RECORDS

Contractor acknowledges that information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes and Pinellas County public records policies. Contractor agrees that prior to providing services it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies, including but not limited to the Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the Contractor agrees to charge the County, and/or any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes, and County policy for locating and producing public records during the term of this Agreement.

CONTRACTOR’S DUTY

If the contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor’s duty to provide public records relating to this contract, contact the Pinellas County Board of County Commissioners, Purchasing Department, Operations Manager custodian of public records at 727-464-3311, purchase@pinellascounty.org, Pinellas County Government, Purchasing Department, Operations Manager, 400 S. Ft. Harrison Ave, 6th Floor, Clearwater, FL 33756.
SECTION 28
GOVERNING LAW AND AGREEMENT EXECUTION

This Agreement shall be governed by the laws of the State of Florida.

IN WITNESS WHEREOF, the parties herein have executed this Agreement as of the day and year first written above.

Firm Name: 

PINELLAS COUNTY, by and through its
Board of County Commissioners

By: 

By: 

Print Name: 

Name 

Date: 

Chairman

Title: 

Date: 

Chairman

ATTEST:

Ken Burke, clerk of the Circuit Court

By: 

By: 

Deputy Clerk 

Date: 

Date: 

APPROVAL AS TO FORM:

By: 

Office of the County Attorney
Exhibit A
Scope of Services

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(Document to be Provided Prior to Agreement Execution)
FINAL

WILLIAM E DUNN WRF ELECTRICAL IMPROVEMENTS PLAN

Version 1.0 (August 13, 2018) Black & Veatch – Work Assignment #9 (Task 920)

B&V PROJECT NO. 198107

PREPARED FOR

Pinellas County

Pinellas County, FL

AUGUST 13, 2018
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1.0 Introduction

Pinellas County (County) operates and maintains the water, sewer, and reclaimed water systems within the designated service areas under the jurisdiction of the Pinellas County Florida Board of County Commissioners. Over three billion dollars in assets are included in the water and sewer systems.

The County has embarked upon an Optimization Program for its water, sewer and reclaimed water systems. The William E. Dunn Water Reclamation Facility (WEDWRF) is one of two wastewater treatment facilities within the County’s sewer system that supply reclaimed water for the County’s public access reuse system. WEDWRF is a 9 MGD capacity advanced 5 Stage Bardenpho Process wastewater reclamation facility that serves the northern service area of the County.

The facility was originally constructed in 1982 and underwent a significant expansion in 1987. Additional facility modifications have also occurred since this time. Currently, some of the electrical equipment and systems at WEDWRF are approaching the end of useful service life and require upgrades. The County has identified some electrical equipment / systems that need replacement. However, before proceeding with any upgrades, the County wanted to assess and evaluate the entire electrical system, including power distribution, electrical gear, and backup generation, to develop a coordinated plan to improve reliability at the WEDWRF.

Black & Veatch was tasked with evaluating the existing electrical systems and equipment at WEDWRF and identifying the most appropriate improvements, to optimize long-term performance, safety, and resiliency. Black & Veatch developed alternatives for improving the electrical infrastructure and evaluated each, with feedback from the County. The project culminated in the development of the WEDWRF Electrical System Improvements Plan Report which documents the evaluation and describes preliminary design considerations and costs for the recommended improvement alternative.
2.0 Summary of Existing Electrical Systems

This section documents the review of background documents, drawings and other information collected during on-site observations conducted in the two (2) days immediately following the kickoff meeting on March 6th, 2018. During these initial on-site assessments, data and information was gathered from operations and maintenance staff to assist with understanding plant operation and maintenance practices. The routing of Duke Energy-owned utility-power distribution and location of major existing electrical systems are illustrated in Figure 2-1. As shown, the WEDWRF has five separate metered accounts: East Train (East), West Train (West), Off-Site Reclaimed Pump Station, Maintenance Room, and Administration Building.

Figure 2-1 shows existing Duke Energy 12kV overhead (red) and underground (blue) distribution within WEDWRF. The existing north and south Duke Energy underground ‘loops’ consist of two 12kV circuits creating a cable ‘loop’ to each to Duke Energy pad mounted transformers within a single underground duct bank to the associated (north and south) Duke Energy overhead feeders. The risk of this underground ‘loop’ arrangement is a cable failure within a duct bank or man hole may impact both underground circuits and effectively render the ‘loop’ inoperable.

![Figure 2-1 Power Distribution and Existing Electrical Arrangement at WEDWRF](image-url)
During the initial site visits, the County identified various improvements that should be considered for the East and West MCCs. Additional feedback and information collected included:

- Three diesel-fueled generators provide emergency backup power for the West Train, East Train, and Administration Building.

- It was noted that some of the Adjustable Frequency Drives (AFDs) are located at great distance (> 200 feet) from the driven equipment motors. Electrical improvements should address this issue.

- The County expressed interest in improving the generator / Automatic Transfer Switch (ATS) design so that switching to / from power utility to backup generator is seamless (closed transition switching) to minimize power disruption impacts on operations.

- The County’s fleet division maintains the WEDWRF diesel-fueled backup generators.

- County tests their backup generators every two weeks (operating generators for 2 hours to meet regulatory requirements.)

### 2.1 WEST MCC

The West Motor Control Center (MCC) is located on the second floor of the Sludge Dewatering Building. The West MCC room houses the oldest electrical equipment and is in the greatest need of improvements. This room houses the MCC line-up, one of two ATS units, multiple wall-mounted AFDs, various conduit and cabling pull boxes, miscellaneous instrumentation, and WEDWRF SCADA communication cabinets. This MCC line-up controls the West Train’s fermentation mixers, surface aerators, anoxic mixers, and internal recycle pumps, as well as the headworks facilities, RAS pumps, WAS pumps, filtration equipment, sludge thickening / dewatering equipment, and other miscellaneous loads.

The West MCC equipment was originally installed as part of a 1987 facility expansion project that was designed by Briley, Wild & Associates, Inc. Since that time, multiple facility expansion projects, with associated equipment / systems improvements, have resulted in various changes and modifications to the West MCC line-up.

The West MCC consists of a 1,600 amp rated bus braced for 42,000 AIC fault current. This MCC line-up consists of eleven sections arranged front and back housing individual motor starters, secondary feeder breakers to various power load centers, lighting panels, and auxiliary equipment (step-down lighting transformer).

The West MCC utilizes a 1,600 amp rated incoming main breaker connected through a combination of two standalone ATS units, to a Duke Energy pad mount 12kV-277/480 VAC transformer and a 1,000 kW (1,250 kVA) rated diesel-fueled emergency backup generator. Existing ATS units have no provision for a maintenance bypass and require an electrical outage for ATS maintenance.

West MCC is an obsolete product line manufactured by Siemens which will become problematic for maintenance.

Several MCC section cubicles are no longer in use and have been abandoned in place due to various facility equipment changes and upgrades that have occurred over the last three decades.
An 800 amp-rated emergency power interconnection tie breaker was installed in West MCC and a feeder between the West MCC and East MCC was constructed as part of a 2003 facility improvements project engineered by Parsons Engineering. A subsequent project in 2009 modified this West MCC / East MCC interconnection to provide the capability for manually interlocked 'load limited' operation of either one of the two emergency backup generators between the West MCC and East MCC. A diagram of the existing utility sources, ATSs, and East / West backup generators is shown in Figure 2-2.

The West MCC room is an air-conditioned space, but the room shows residual traces of water accumulation from previous water leaks. According to the County, the source of the leak(s) has not been identified and occurrence of future leaks could be expected, which could potentially impact equipment's reliability.

Emergency backup power to the West MCC room is provided by a 1,000 kW (1,250 kVA) rated diesel-fueled Kohler engine-generator located in a separate room on the ground floor of the Sludge Dewatering Building. A second ATS unit (depicted in Figure 2-2) is located inside the room, adjacent to the engine-generator. A bulk diesel fuel storage tank is located adjacent to the generator room within a concrete spill containment basin.
Figure 2-2 Existing East-MCC, West-MCC Single-Line Diagram with Interconnection
## 2.2 EAST MCC

The East MCC is located in a room inside the Generator Building to the east of the East Train’s fermentation tanks and at the southeast corner of the WEDWRF. The Generator Building consists of two rooms. One room houses the 1,000 kW (1,250 KVA) diesel-fueled emergency backup generator, while the second room houses the MCC line-up, an ATS, incoming main breaker, and East / West MCC interconnection switch. This MCC line-up controls the East Train’s fermentation mixers, surface aerators, anoxic mixers, and internal recycle pumps, as well as the center ditch surface aerators, secondary clarifiers, and other miscellaneous loads.

Most of the equipment inside the East MCC room was installed in 1994, and designed by Briley, Wild & Associates, Inc.

East MCC consists of a 1,600 amp-rated bus braced for 25,000 AIC fault current. The MCC line-up consists of ten sections arranged in an ‘L’ configuration (two sections in the ‘L’) housing individual motor starters, secondary feeder breakers to various power load centers, lighting panels, and auxiliary equipment (step-down lighting transformer).

East MCC is connected through an ATS to the 1,000 kW (1,250 kVA) rated diesel-fueled emergency backup generator and a 1,600 amp-rated incoming main breaker fed from a Duke Energy pad mount 12kV-277/480 VAC transformer located south of the Generator Building.

The East MCC is a current production model of MCCs manufactured by General Electric (GE), and is anticipated to be serviceable for the next 5 to 10 years.

The East MCC room is an air-conditioned space.

An 800 amp-rated emergency power interconnection tie breaker was installed in the East MCC, and a feeder between the West MCC and East MCC was constructed as part of a 2003 facility improvements project engineered by Parsons Engineering. A subsequent project in 2009 modified the West MCC / East MCC interconnection to allow manually interlocked ‘load limited’ operation of either one of the two emergency backup generators between the West MCC and East MCC.

Emergency backup power to East MCC is provided by a 1,000 kW (1,250 kVA) rated diesel-fueled Onan engine-generator located in a separate room inside the Generator Building. A 3,000 gallon bulk diesel fuel storage tank is located north of the generator room within a concrete spill containment basin.

## 2.3 OFF-SITE RECLAIMED WATER PUMP STATION

Electrical equipment (AFDs, switchboard and MCC) for the Off-Site Reclaimed Water Pump Station (RWPS) is located in a building adjacent to the pump station at the west end of the WEDWRF property.

The Off-Site RWPS improvements project was designed by Parsons Engineering in 2003.

The RWPS electrical equipment consists of a 3,000 amp-rated switchboard powering the five Yaskawa AFD controlled Reclaimed Water (RCW) pumps (2-400 HP, 2-200 HP, 1-60 HP) and an
MCC line-up powering the basin aerators, lighting panel, controls and instrumentation, and electrical building HVAC equipment.

The switchboard has space for a future ATS and emergency backup generator. The switchboards’ 3,000 amp-rated incoming main breaker is connected to a Duke Energy 1,500 kVA 277/480 V pad mounted transformer.

The pump electrical equipment consists of current production models of Spectra-Series switchgear manufactured by GE.

The Off-Site RWPS electrical building is an air-conditioned space.
3.0 Electrical Improvement Alternatives

Three potential improvement alternatives to address the electrical system improvement needs for the WEDWRF were developed and evaluated. The alternatives took into consideration:

- Improvements that maintain a similar electrical distribution system approach to the existing systems while addressing any capacity, safety, compliance and maintenance needs when replacing electrical equipment that has reached end of useful service life.

- Improvements requiring relocation / replacement of emergency backup diesel-fueled emergency generators and repurposing of existing emergency generator spaces into buildings / electrical rooms suitable for location of new MCCs, ATS, and electrical equipment to facilitate sequential replacement to minimize service disruptions to WRF operations during construction.

- Enhancements to the electrical distribution system, such as centralized emergency backup generation facilities suitable for facility-wide power backup in lieu of existing ‘isolated islands’ of electrical distribution and emergency power backup.

- Additional facility power improvements (including future Combined Heat Power) capabilities, alternate backup power delivery / fuel supply mechanisms, and power utility paralleling (preemptive power transfer to backup / power restoration) without facility process disruptions.

The three alternatives evaluated are detailed in the following sections.
3.1 **ALTERNATIVE 1 / ALTERNATIVE 1A – ISLAND OPERATION WITH IMPROVEMENTS**

Alternative 1 includes replacement of all equipment that has reached end of useful life, including the West MCC electrical equipment and the West MCC emergency backup generator. Additionally, this Alternative includes improvements needed to achieve an improved level of operational reliability and maintenance flexibility, including installation of Closed Transition-Capable ATS units with maintenance-bypass switch and an emergency backup generator at the RWPS connected thru a Closed Transition-capable ATS with maintenance-bypass switch. Major work elements of Alternative 1 include:

1. Replacement & Re-configuration of West MCC
   - Refurbishment of existing West MCC building to address the rain encroachment
2. Replacement of West MCC ATS with ‘Closed Transition-Capable’ ATS w/ Bypass
3. Replacement of West MCC 1,000 kW Emergency Backup Generator (Outdoor Packaged)
4. Replacement of East MCC ATS with Closed Transition-Capable ATS w/ Bypass
5. Re-configuration of East-West MCC power interconnection circuit, see Figure 3-1.
6. Installation of Off-Site RWPS ATS and Emergency Backup Generator (1,500 kW), and also putting the pump station on Duke’s Interruptible Rate Structure.

- Between Fiscal Year 2016 and 2017, the average monthly electrical bill at the RWPS was $22,720 at an average rate of 8.7 cents per kWh. During this same time, the East and West Trains, on the Interruptible Rate, averaged 5.5 cents per kWh. Based on this data, switching to the Interruptible Rate at the RWPS has the potential to save the County close to $100,000 a year.

The planning-level construction cost for the Alternative 1 concept was estimated at $3.5M.

After receiving initial input from the County, a sub-option was developed (Alternative 1A), which added the following work elements:

1. Replacement of East Engine-Generator
2. Installation of a Paralleling Switchgear to parallel East-MCC and West-MCC generators

The benefit of Alternative 1A is added reliability. Conceptual locations for siting the East and West generators and paralleling switchgear were evaluated.

The planning-level construction cost for the Alternative 1A concept was estimated at $4.3M. This configuration is presented in Figure 3-2.
Figure 3-1 Alternative 1 East MCC, West MCC Interconnection 'Tie' Single-Line
Figure 3-2  East MCC, West MCC Paralleled 480VAC Emergency Backup Generation System, Alternative 1A
3.1.1 Alternative 1 Advantages

- Alternative 1 provides the lowest cost alternative to the County.

3.1.2 Alternative 1 Disadvantages

- Alternative 1 does not eliminate the ‘island’ mode of emergency power at WEDWRF.
  
  - Least efficient use of emergency backup generator capabilities.
  
  - No improvements to MCC reliability, as single utility power source to each MCC remains; no dual power transformers in Main-Tie-main configuration to reduce process area downtime due to Duke Energy power transformer failure. Failure of the single Duke Energy power transformer requires continuous emergency backup power operation from the single ‘island’ backup generator until utility power is restored.
  
  - Does not take advantage of potentially lower Duke Energy power utility costs using primary metering, as secondary Duke Energy metering remains.
  
  - Constructability requirements entail a new footprint for each outdoor packaged backup engine-generator. Space around both West MCC and East MCC process areas is critically short and further reductions in available space poses operational issues.

3.1.3 Alternative 1A Advantages

- Alternative 1A improves backup power efficiency between East MCC and West MCC, as the backup power generators are operated in parallel for East MCC and West MCC process areas.
  
  - Alternative 1A provides increased reliability compared to Alternative 1 since the East-MCC emergency generator would be replaced with new parallel operated generator.

3.1.4 Alternative 1A Disadvantages

- Alternative 1A does not eliminate the ‘island’ mode of emergency power for WEDWRF Off-Site Reclaimed Water PS.
  
  - No improvements to MCC reliability as single-ended power supply remains; no dual power transformers in Main-Tie-Main configuration to reduce process area downtime due to a Duke Energy power transformer failure. Failure of the single Duke Energy power transformer requires continuous emergency backup power operation from the single ‘island’ backup generator until utility power is restored.
  
  - Does not take advantage of potentially lower Duke Energy power utility costs using primary metering, as secondary Duke Energy metering remains.
  
  - Alternative 1A requires a large footprint for the 480V paralleling switchgear servicing East & West MCC process areas. The footprint required for the 480V paralleling switchgear in addition to the footprint required for two new outdoor packaged engine-generators poses issues in the West MCC and East MCC process areas based on County feedback. 480V generator operating voltage requires close proximity of the generators to West-MCC and
East-MCC. Suitable siting location(s) for two new paralleled generators and associated paralleling switchgear would require higher operating voltages (4kV or higher) to deliver backup electrical power to each process area and the addition of high voltage step-down transformers to provide the required 480V at West-MCC and East-MCC locations.

**3.2 ALTERNATIVE 2 – DUKE ENERGY OWNED & OPERATED**

Alternative 2 includes the replacement of electrical equipment (West-MCC) that had reached end of useful life as well as the installation of a Plant-Wide Emergency Backup Power System provided and serviced by Duke Energy. The Duke Energy furnished and maintained Emergency Backup Power System would include diesel-fueled backup generator(s) and associated switchgear to provide emergency backup electrical power for the WEDWRF. Duke Energy would convert the WEDWRF from secondary utility power metering to primary metering. Duke Energy would design and install required underground and overhead utility system modification, including new cabling and placement of a new generator system sited on WEDWRF property to be owned, operated, and maintained by Duke Energy. The new Emergency Backup Power System would replace the existing County-owned and maintained emergency backup generators and ATS units, and therefore this equipment would be retired from service. Major work elements of Alternative 2 include:

1. Replacement & Re-configuration of West MCC
   - Refurbishment of existing West MCC building to address rain encroachment
2. Retirement of West MCC ATS & 1,000 kW Emergency Backup Generator
3. Retirement of East MCC ATS & 1,000 kW Emergency Backup Generator
4. Re-configuration of East-West MCC power interconnection circuit
   - Duke Energy exercise of generator(s) and providing FDEP documentation
   - Rate Structure would entail added line item on monthly utility bill
   - Outage Priority – Duke coordination with Pinellas County Emergency Management EOC to identify and restore power to critical facilities (i.e. Dunn WRF) during major storm events

The planning-level construction cost for the Alternative 2 concept was estimated at $1.6M, not including any capital or operating expenses associated with Duke’s involvement.

Duke Energy was contacted to provide a proposal for the improvements bulleted above. Duke Energy indicated in their budget proposal their existing 12kV distribution system could not be cost effectively re-configured into a ‘WEDWRF only’ 12kV loop, and that a ‘two island’ power backup system configuration was Duke Energy’s offering as Alternative 2.

Duke provided a budgetary proposal for two (2) 480V engine-generator backup systems; one for the East-West MCC process areas and a second engine-generator backup system for the Off-Site RWPS. Duke Energy’s budget proposal entails a monthly lease cost of $33,450/month for each
Premier Power backup system, totaling $66,900/month ($800,000 annual cost). This results in a total cost more than $8,000,000 over a 10-year lease period, after which the equipment becomes the property of Duke Energy. The Duke Energy proposal is inclusive of fuel and maintenance costs for the life of the lease. Duke Energy did not indicate in their budget proposal what (if any) buy-out would be available to the County at the end of the 10-year lease period.

3.2.1 Alternative 2 Advantages
- The maintenance and operating costs (including fuel) for the WEDWRF facility East MCC, West MCC, and Off-Site RWPS become a fixed cost to the County as Duke Energy is responsible for all aspects of the Premier Power backup system.

3.2.2 Alternative 2 Disadvantages
- The Duke Energy Premier Power budget proposal is the most expensive alternative for the County.
- The County has no experience with Duke Energy providing this type of service at any County facility.
- The County is forced to rely on Duke for timely maintenance, which the County expressed concerns about.
- Alternative 2 does not eliminate the ‘island’ mode of emergency power for WEDWRF as the Off-Site RWPS and East/West MCC electrical facilities are each supplied from two independent and separated emergency backup systems. Additionally, under this alternative, backup power for the Maintenance Building and the Administration Building backup system remains ‘as is’.
- No improvements to MCC reliability, as single-ended power supply remains; no dual power transformers in Main-Tie-Main configuration to reduce process area downtime due to Duke Energy power transformer failure. Failure of the single Duke Energy power transformer requires continuous emergency backup power operation from the single ‘island’ backup generator until utility power is restored.
- Does not take advantage of potentially lower Duke Energy power utility costs using primary metering, as secondary Duke Energy metering remains.
- Alternative 2 requires a large footprint for the 480V paralleling switchgear servicing East & West MCC process areas. The footprint required for the 480V paralleling switchgear in addition to the footprint required for new outdoor packaged engine-generators poses issues in the West MCC and East MCC process areas based on County feedback. Locating the electrical gear to the South of the Maintenance Building was identified as being preferable.

3.3 ALTERNATIVE 3 – PLANT-WIDE 12KV EMERGENCY BACKUP SYSTEM
Alternative 3 includes the replacement of electrical equipment having reached end of useful life. Additionally, Alternative 3 involves design and installation of a County owned and maintained 12kV electrical power system loop around the WEDWRF, as well as installation of a Plant-Wide
Emergency Backup Power System owned, operated, and maintained by the County. Alternative 3 converts WEDWRF from power utility secondary to primary metering. The capital and maintenance costs of the 12kV loop cabling, transformers and plant-wide backup generator system would be paid for by the County. This work involves retiring existing County owned and maintained emergency backup generators and ATS units. Major work elements of Alternative 3 include:

1. Replacement & Re-configuration of West MCC
   - Refurbishment of existing West MCC building addressing rain encroachment

2. Retirement of West MCC 1,000 kW Emergency Backup Generator
   - Retirement of West MCC ATS

3. Retirement of East MCC 1,000 kW Emergency Backup Generator
   - Retirement of East MCC ATS

4. Re-configuration of East-West MCC power interconnection circuit

5. New 12kV County-Owned Dunn WRF underground distribution system
   - Duke Energy primary metered service which puts the entire WEDWRF on the Interruptible Rate
   - New 12kV / 480V pad mount transformers & Duct Bank
   - Paralleled 12kV Backup Generation System (two 2MW EG’s, Switchgear, Building)

The planning-level construction cost for the Alternative 3 concept was estimated at $7.5M, including $3.8M for the new 12kV underground distribution system based on a single 12kV transformer per process area.

Figure 3-3 presents the preliminary 12kV single-line schematic for the facility-wide distribution system. The Duke Energy utility source would consist of either a single (or dual underground) feeders downstream of a Duke Energy primary metering point. This determination of dual feeders vs. a single incoming Duke feeder would be developed during detail design based on Duke Energy’s costs in 12kV delivery and County operational / budget consideration.
Figure 3-3 Dunn WRF County-Owned 12kV Distribution & Paralleled Emergency Backup, Alternative 3
Figure 3-4 presents two proposed routing alternatives for the County-owned 12kV underground distribution and duct bank at WEDWRF. Determination of the final configuration of the ‘loop’ system would be optimized to reduce costs by evaluating constructability as part of the detailed design phase.

Figure 3-5, as indicated in solid green, shows a similar two ‘loop’ arrangement to the WEDWRF load centers located in the north (Off-Site Reclaimed Water PS, Administration Building, and Maintenance Room) and the south (MCC-East and MCC-West). The existing Duke Energy underground distribution would be extended from the northern Duke Energy duct bank system to the proposed WEDWRF 12kV switchgear / generator location, as indicated in solid red. A new primary metering location to the south of the Maintenance Room, as shown in Figure 3-5, would be the ‘demarcation point’ between Duke Energy metered and County owned and operated underground 12kV distribution for WEDWRF. A new County owned north loop duct bank system extends from the switchgear / generators to the north plant loads. The County owned south loop duct bank system extends from the switchgear / generators to the south plant loads.

Figure 3-4 also shows a possible routing of additional underground duct bank between the Reject Storage Pond and Reclaimed Water Storage Pond creating a single WEDWRF 12kV facility power ‘loop’ without the need to locate two 12kV power circuits within the north or south underground duct banks. Such an arrangement provides an additional level of fault tolerance as any physical damage to duct bank affects only one cable segment of the plant power ‘loop’.

Figure 3-6 indicates possible location(s) for new County-owned 12kV / 480V pad-mounted transformers for the East MCC and West MCC locations. Provisions are made for either single or dual ‘Main-Tie-Main’ transformers for each process area.
Figure 3-4  County-Owned 12kV Distribution & Paralleled Emergency Backup, Alternative 3
Figure 3-5  Siting of Electrical Gear, Alternative 3
Figure 3-6 Siting of Transformers at East and West Process Areas, Alternative 3
The installation of a new County owned and maintained 12kV distribution system coupled with the prioritized replacement of the obsolete West MCC presents the County with the opportunity to further improve the electrical reliability of the West MCC process area by converting the West MCC from a single 12kV/480V power transformer source to into a Main-Tie-Main MCC arrangement fed from two 12kV / 480V pad mounted transformers. In the absence of a Main-Tie-Main MCC configuration, a 12kV / 480V power transformer failure would entail additional process area power interruption time while the failed transformer is replaced. A Main-Tie-Main MCC configuration utilizes two 12kV / 480V power transformers each sized to handle the entire load of the MCC when the ‘Tie Breaker’ is closed during the condition where one of the power transformers is out of service. Accordingly, each of the two power transformers (Main One and Main Two) acts as an online spare whereby electrical service may be quickly restored to the entire plant when either of the two Main power sources fails.

The purchase of a spare or Main-Tie-Main sourced 12kV / 480V pad-mounted transformer will be required to minimize power disruptions to process areas having a single point of failure where a ‘Main-Tie-Main’ MCC arrangement with dual transformers are not present. The purchase of a spare transformer should be based on the largest size suitable for use in any process area with transformer provisions supporting adjustable electronic fusing compatible with the connected load.

Main-Tie-Main MCC / Switchgear / Transformer arrangements are the design 'norm' in the design of modern wastewater treatment plant electrical systems to provide maximum maintenance and operational flexibility with optimal electrical power system availability.

3.3.1 Alternative 3 Advantages

- Alternative 3 provides the most efficient use of diesel-fueled backup generators as the quantity of operating generators at any given time is based on the total WEDWRF facility load.

- Alternative 3 eliminates the ‘island’ mode of emergency power for WEDWRF Off-Site RWPS. Failure of a single backup generator would not entail a complete power loss to WEDWRF. During such an event, load management of the process systems would allow plant operations to continue albeit at reduced capacity based on process loading.

- The entire WEDWRF facility (including Administration Building, Maintenance Building, Off-Site Reclaimed Water PS, East-MCC, and West-MCC) and future loads are all backed up by a ‘facility-wide’ consolidated and expandable emergency backup system.

- The entire WEDWRF facility (including Administration Building, Maintenance Building, Off-Site Reclaimed Water PS, East-MCC, and West-MCC) and future loads convert to Duke Energy primary metered billing rate and may utilize the Interruptible Energy rate offered by Duke Energy for additional power utility savings.

- The proposed location of the new facility-wide backup power distribution system frees space in East MCC and West MCC process areas due to retirement of existing external diesel fuel storage tanks.
- The proposed centralized location of the new facility-wide backup power distribution system does not require space at the Off-Site RWPS for a stand-alone generator and additionally frees space in the East MCC and West MCC process areas due to retirement of existing stand-alone diesel-fueled engine-generators.

- Provisions may be made in the design of the 12kV distribution system to support Main-Tie-Main load center(s) for West MCC, East MCC, and future process expansions, providing additional resiliency.

- The installation of underground duct bank for the 12kV distribution system offers the cost saving opportunity with a concurrent installation of a facility-wide fiber-optic loop for both communications to new electrical systems and future fiber-optic communications for both process control systems and additional site security.

### 3.3.2 Alternative 3 Disadvantages

- Alternative 3 construction costs are the highest of the evaluated alternatives.

- The County has limited experience with maintaining 12kV voltage diesel-generators although the County contracts maintenance of 4kV ‘medium voltage’ backup generators at other facilities.
4.0 Recommendations

Black & Veatch recommends Alternative 3 as the best solution for optimization of the WEDWRF’s electrical system, including the diesel-fueled emergency backup system. Alternative 3 involves the replacement of electrical gear that has reached the end of its useful life and includes the design and installation of a County owned and maintained 12kV electrical power system loop around the WEDWRF including a Plant-Wide Emergency Backup Power System owned, operated, and maintained by the County. Black & Veatch recommends Duke Energy extend each of the existing underground 12kV ‘loops’ to the proposed primary metering location to provide further resiliency of both the existing Duke and new County underground 12kV distribution with WEDWRF. This recommendation is contingent upon available funding for the design and construction of this work. The conceptual cost for this alternative, including the new 12kV underground distribution system is $7,500,000. Alternative 3’s advantages to the County are listed under Section 3.3.1. Alternative 3 improves the performance and reliability of the WEDWRF facility by eliminating multiple ‘islands’ of backup power which may subject the plant to partial black-outs upon failure of any given backup power ‘island’. Important differentiators which make Alternative 3 the recommended approach for the WEDWRF include the most efficient use of diesel-fueled backup generation (using only the backup power capacity required for uninterrupted operation of plant treatment processes).

The proposed location for the new backup generator system provides relief to both the East-MCC and West-MCC process areas, with the elimination of the two existing diesel fuel tanks, allowing the space to be repurposed for future uses. Retirement of the West-MCC and East-MCC backup generators provide building space for the replacement of the electrical equipment improving constructability. Finally, the proposed location of the centralized backup generation complex eliminates the footprint required for an ‘island’ backup power system at the Off-Site Reclaimed Water PS site.

The improvement work on MCC West must be an integral component of the electrical improvements required at WEDWRF. To provide additional reliability, Black & Veatch recommends the configuration of the new West MCC includes a ‘Main-Tie-Main’ MCC arrangement including two new 12 kV / 480V pad mounted transformers providing electrical power to each of West MCC’s main buses.

The East MCC is anticipated to last another 5 to 10 years. At the time of replacement, this process area is recommended to be configured to a ‘Main-Tie-Main’ MCC arrangement. Therefore, the new 12kV loop system design should include two pad mounted transformers to accommodate this future conversion. The second East-MCC transformer may be used as a ‘spare’ for either the Maintenance Room or Administration Building until East-MCC is converted to a Main-Tie-Main configuration.