

9. **CONSENT AGENDA**

- m. Approve Tetra Tech Utility Advisory Services to perform the City's wastewater engineering and utility services for the next three years; Approve a Professional Agreement for Wulfert Water Reclamation Facility operating permit renewal work in the amount of \$15,030 and authorize the City Manager to execute same (Funds included in the budget – approval does **NOT** increase the FY 08-09 budget)

Memorandum

DATE: October 7, 2008
TO: City Council
THROUGH: City Manager Judie Zimomra
FROM: Public Works Director Gates Castle *GOC*
RE: Wastewater Engineering and Utility Advisory Services

Recommendation: Approve Tetra Tech to perform the City's wastewater engineering and utility advisory services for the next three years; approve Professional Services Agreement for the Wulfert Water Reclamation Facility operating permit renewal work in the amount of \$15,030.00 and authorize the City Manager to execute the agreement.

The City utilizes a consultant to perform certain wastewater engineering tasks, such as plant operating permit renewals, wastewater system designs, studies and reports and operations-related assistance. At its September 16, 2008 meeting, City Council authorized the City Manager to enter into negotiations with Tetra Tech to perform these services for the next three years. It is recommended that Council approve Tetra Tech to perform the City's wastewater engineering and utility advisory services for the next three years, but rather than enter into a contract for the three year period, Council would consider entering into Professional Services Agreements for each project.

The first wastewater engineering project to be performed by Tetra Tech would be the renewal of the Wulfert Water Reclamation Facility operating permit, which expires on August 2, 2009. Work to be performed for this task will consist of preparing, submitting, and responding to any requests for additional information in conjunction with the Florida Department of Environmental Protection Wastewater Treatment Plant Operating Permit Application, Forms 1 and 2A. A more detailed scope is found in Exhibit A of the attached Professional Services Agreement.

It is recommended that Council approve the engineering firm of Tetra Tech to perform the City's wastewater engineering and utility advisory services for the next three years; and approve the Professional Services Agreement for the Wulfert Water Reclamation Facility operating permit renewal work in the amount of \$15,030.00 and authorize the City Manager to execute the agreement. Funding for the work is available in the professional services line item of the utility operating budget (Fund 450)

C: Finance Director Sylvia Edwards
City Attorney Ken Cuyler

PROFESSIONAL SERVICES AGREEMENT

THIS IS AN AGREEMENT made this ____ day of October 2008, between **CITY OF SANIBEL** ("OWNER") and **Tetra Tech** ("CONSULTANT").

For **Wastewater Engineering and Utility Advisory Services** (the "Project").

OWNER and CONSULTANT in consideration of their mutual covenants herein agree in respect of the performance or furnishing of professional engineering, surveying, planning, environmental consulting, landscape architecture and/or other related services ("Services") by CONSULTANT with respect to the Project and the payment for those services by OWNER as set forth below.

SECTION 1 – GENERAL

Notice to Proceed:

Execution of this Agreement by CONSULTANT and OWNER constitutes OWNER's written authorization to CONSULTANT to proceed on the date first above written with the Services described in Exhibit A, ("Scope of Services") and in the other exhibits listed below. This Agreement will become effective on the date first above written.

Standard of Care:

CONSULTANT shall perform for or furnish to OWNER professional engineering and other related services for the Project to which this Agreement applies as hereinafter provided. CONSULTANT shall serve as OWNER's prime design professional and engineering representative for the Project providing professional engineering consultation and advice with respect thereto. CONSULTANT may employ such Sub-Consultants as CONSULTANT deems necessary to assist in the performance or furnishing of professional engineering and related services hereunder. CONSULTANT shall not be required to employ any Sub-Consultant unacceptable to CONSULTANT.

The standard of care for all professional engineering and related services performed or furnished by CONSULTANT under this Agreement will be the care and skill ordinarily used by members of CONSULTANT's profession practicing under similar conditions at the same time and in the same locality. CONSULTANT makes no warranties, express or implied, under this Agreement or otherwise, in connection with CONSULTANT's services.

Definitions:

Whenever used in this Agreement, the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

Agreement: Agreement means this Agreement for Professional Services between OWNER and CONSULTANT for the professional services of CONSULTANT including exhibits listed in Section 6 of this Agreement.

Services: The services to be performed for or furnished to OWNER by CONSULTANT described in Exhibit A of this Agreement.

Contractor: The person or entity with whom OWNER enters into a written agreement covering construction work to be performed or furnished with respect to the Project.

CONSULTANT's Sub-Consultant: The person or entity having a contract with CONSULTANT to perform or furnish services as CONSULTANT's independent professional associate or consultant engaged directly on the Project.

Reimbursable Expenses: The expenses incurred directly in connection with the performance or furnishing of services for the Project for which OWNER shall pay CONSULTANT as indicated in Exhibit B "Compensation".

SECTION 2 – PAYMENTS TO CONSULTANT FOR SERVICES AND REIMBURSABLE EXPENSES

Compensation:

For CONSULTANT's services. OWNER shall pay CONSULTANT for services performed or furnished on the basis set forth in Exhibit B ("Compensation")

For Sub-Consultant's services. OWNER shall pay CONSULTANT for services performed or furnished by CONSULTANT's Sub-consultants on the basis set forth in Exhibit B.

For Reimbursable Expenses. In addition to payments provided for CONSULTANT and CONSULTANT's Sub-Consultants, OWNER shall pay CONSULTANT for reimbursable expenses incurred by CONSULTANT as set forth in Exhibit B.

Invoices:

Invoices for CONSULTANT's services, Sub-Consultants and Reimbursable Expenses will be prepared in accordance with CONSULTANT's standard invoicing practices and will be submitted to OWNER by CONSULTANT at least monthly. The amount billed for these services will be calculated on the basis set forth in Exhibit B. Invoices will be paid in accordance with the OWNER's Prompt Payment Policy.

Other Provisions Concerning Payments:

Unpaid Invoices. If OWNER fails to make any payment due CONSULTANT for services and expenses in accordance with the OWNER's Prompt Payment Policy, CONSULTANT may, after giving seven day's written notice to OWNER, suspend services under this Agreement until CONSULTANT has been paid in full all amounts due for services, expenses and charges. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

If either the OWNER or CONSULTANT terminates this Agreement, CONSULTANT will be paid for all services performed or furnished in accordance with this Agreement by CONSULTANT through the date of termination on the basis specified in Exhibit B including any costs reasonably incurred by CONSULTANT that are directly attributable to the termination. CONSULTANT will be paid for the charges of CONSULTANT's Sub-Consultants employed to perform or furnish services to the extent such services have been performed or furnished in accordance with this Agreement through the effective date of the termination. CONSULTANT also will be paid for all unpaid Reimbursable Expenses.

Records of CONSULTANT's costs pertinent to CONSULTANT's compensation under this Agreement will be kept in accordance with generally accepted accounting practices. Copies will be made available to OWNER at cost on request prior to final payment for CONSULTANT's services.

SECTION 3 – REQUIRED ADDITIONAL SERVICES

Additional Services:

Should the OWNER request the CONSULTANT to provide and perform services for this project which are not set forth in Exhibit A, the CONSULTANT will provide and perform such Additional Services as may be agreed to in writing by both the OWNER and CONSULTANT. Such Additional Services shall constitute a continuation of the services covered under this Agreement in accordance with the covenants, terms and provisions set forth in this Agreement and any amendment(s) thereto.

Additional Services shall be authorized as a Supplemental Agreement. The CONSULTANT will not provide or perform any additional services until a written Supplemental Agreement shall have been agreed to and executed by both the OWNER and CONSULTANT. Each Supplemental Agreement shall set forth a detailed description of the scope of the additional services requested; and the basis of compensation.

SECTION 4 – OWNER’S RESPONSIBILITIES

OWNER shall do the following in a timely manner so as not to delay the services of CONSULTANT and shall bear all costs incident thereto: Designate in writing a person to act as OWNER's representative with respect to the services to be performed or furnished by CONSULTANT under this Agreement. Such person will have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to CONSULTANT's services for the Project.

Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints.

Assist CONSULTANT by placing at CONSULTANT's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

OWNER shall be responsible for, and CONSULTANT may rely upon, the accuracy and completeness of all reports, data and other information furnished to CONSULTANT by OWNER. CONSULTANT may use such reports, data and information in performing or furnishing services under this Agreement.

Arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform services under this Agreement.

Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by CONSULTANT (including obtaining advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate with respect to such examination) and render in writing decisions pertaining thereto.

Obtain, secure and make application for any and all forms of permits and/or approvals which might be necessary for the design and/or construction of the Project as described herein. Pay directly to government authorities for all permit applications. Notwithstanding any other provision herein to the contrary, it is expressly understood by and between the parties hereto, while the CONSULTANT may, according to the Scope of Services, have duties and/or responsibilities with respect to the assembly of data and/or completion of forms associated with applications for permits and/or approvals, it is expressly understood that the OWNER is solely responsible for the ultimate acquisition of any and all such permits and/or approvals. Notwithstanding any other provision herein to the contrary, the Scope of Services described herein, and/or as otherwise discussed by and between the parties to the Agreement, the following services constitute *Excluded Services*:

Noting, monitoring and/or advising the OWNER of any deadlines, expiration dates, limitations, and/or any/all forms of permits and/or approvals which might reasonably be necessary for the design and/or construction of the OWNER's project.

Provide, as may be required for the Project: Accounting, bond and financial advisory, independent cost estimating and insurance counseling services; and such legal services as OWNER may require or CONSULTANT may reasonably request with regard to legal issues pertaining to the Project.

SECTION 5 – GENERAL CONSIDERATIONS

The obligation to provide further services under this Agreement may be terminated:

For Cause, by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure, provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such thirty-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided from herein shall extend up to, but in no case more than, sixty days after the date of receipt of the notice.

By CONSULTANT:

Upon seven days' written notice if CONSULTANT believes that CONSULTANT is being requested by OWNER to furnish or perform services contrary to CONSULTANT's responsibilities as a licensed design professional; or upon seven days' written notice if the CONSULTANT's services for design or during the construction of the Project are delayed or suspended for more than ninety days for reasons beyond CONSULTANT's control; or upon assignment of this agreement or transfer of the Project by OWNER to any other entity without the prior written consent of CONSULTANT or upon material changes in the conditions under which this agreement was entered into, the scope or services or the nature of the project and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes. In the case of termination by CONSULTANT, CONSULTANT shall have no liability to OWNER on account of such termination.

By OWNER:

For convenience upon seven (7) days written notice to CONSULTANT, effective upon the receipt of OWNER's notice by CONSULTANT.

Reuse of Documents:

All documents including Drawings and Specifications provided or furnished by CONSULTANT (or CONSULTANT's Sub-Consultants) pursuant to this Agreement are instruments of service in respect of the Project, and CONSULTANT and CONSULTANT's Sub-Consultants, as appropriate, shall retain an ownership and property interest therein (including the right of use, reuse, or modification) whether or not the Project is completed. OWNER may make and retain copies for information and reference in connection with the occupancy of the Project by OWNER and others provided however, that all compensation due CONSULTANT has been paid in full. Such documents are not intended or represented to be suitable for use, reuse or modification by OWNER or others on extensions of the Project or on any other project. Any use, reuse, or modification without written verification or adaptation by CONSULTANT and CONSULTANT's Sub-Consultants, as appropriate, for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to CONSULTANT, or to CONSULTANT's Sub-Consultants. OWNER shall indemnify and hold harmless CONSULTANT and CONSULTANT's Sub-Consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle CONSULTANT to further compensation at rates to be agreed upon by OWNER and CONSULTANT.

Insurance:

CONSULTANT shall maintain the following minimum insurance types and limits.

1. Worker's Compensation: Statutory Limits
 - E.L. Each Accident \$ 1,000,000
 - E.L. Disease -- Each Employee \$ 1,000,000
 - E.L. Disease -- Policy Limit \$ 1,000,000
2. General Liability (Occurrence):
 - Each Occurrence \$ 1,000,000
 - Fire Damage (any one fire) \$ 50,000
 - Medical Expense (any one person) \$ 5,000
 - Personal & Adv. Injury \$ 1,000,000
 - General Aggregate \$ 1,000,000
 - Products Completion \$ 1,000,000
3. Excess Umbrella Liability:
 - Each Occurrence: \$ 1,000,000
 - Aggregate: \$ 1,000,000
4. Automobile Liability:
 - Combined Single Limit
 - Each Accident \$ 1,000,000
5. Professional Liability (Claims-made) \$ 1,000,000

OWNER shall list CONSULTANT and CONSULTANT's Sub-Consultants as additional insureds on any general liability or property insurance policies carried by OWNER which are applicable to the Project. OWNER shall require Contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to list CONSULTANT and CONSULTANT's Sub-Consultants as additional insureds with respect to such liability, property and other insurance purchased and maintained by Contractor, with the exception of professional liability coverage.

At any time OWNER may request that CONSULTANT, at OWNER's sole expense, provide additional insurance coverage, different limits or revised deductibles excess of those specified in this Agreement. If so requested by OWNER, and if commercially available, CONSULTANT shall obtain and shall require CONSULTANT's Sub-Consultants to obtain such additional insurance coverage, different limits or revised deductibles, for such periods of time as requested by OWNER, at OWNER's sole expense, and this Agreement will be supplemented to incorporate these requirements.

Dispute Resolution:

OWNER and CONSULTANT agree that they shall first submit any and all unsettled claims, counterclaims, disputes and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("disputes") to non-binding mediation by a mediator mutually acceptable to both OWNER and CONSULTANT prior to either of them initiating litigation against the other. The cost of mediation will be shared equally between the OWNER and CONSULTANT.

Controlling Law:

This Agreement is to be governed by the laws of the State of Florida. In the event of any litigation between OWNER and CONSULTANT arising out of this Agreement, OWNER and CONSULTANT agree that the same shall be filed in the appropriate Florida state court having jurisdiction of the amount in controversy in the county where CONSULTANT's principal place of business is located.

Expenses of Litigation:

In the event litigation in any way related to the Services performed hereunder is initiated by the OWNER against the CONSULTANT and such litigation concludes with the entry of a final judgment favorable to the CONSULTANT, the OWNER shall reimburse the CONSULTANT for all of the CONSULTANT's reasonable attorney's and other expenses related to the litigation. Such expenses shall include, but shall not be limited to, the cost, determined at the CONSULTANT's normal hourly billing rates, of the time devoted to such litigation by the CONSULTANT's employees.

In the event litigation in any way related to the Services performed hereunder is initiated by the CONSULTANT against the OWNER and such litigation concludes with the entry of a final judgment favorable to the OWNER, the CONSULTANT shall reimburse the OWNER for all of the OWNER's reasonable attorney's and other expenses related to the litigation. Such expenses shall include, but shall not be limited to, the cost, determined at the OWNER's normal hourly billing rates, of the time devoted to such litigation by the OWNER's employees.

Successors and Assigns:

OWNER and CONSULTANT each is hereby bound and the partners, successors, executors, administrators, assigns and legal representatives of OWNER and CONSULTANT are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect of all covenants, agreements and obligations of this Agreement.

Neither OWNER nor CONSULTANT may assign, sublet or transfer any rights under or interest (including, but without limitation, moneys that may become due or moneys that are due) in this Agreement without the written consent of the other. Unless expressly provided otherwise in this Agreement:

Nothing in this Agreement shall be construed to create, impose or give rise to any duty owed by CONSULTANT to any Contractor, Subcontractor, Supplier, other person or entity, or to any surety for or employee of any of them, or give any rights in or benefits under this Agreement to anyone other than OWNER and CONSULTANT.

All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and CONSULTANT and not for the benefit of any other party, unless agreed in writing by OWNER and CONSULTANT. The OWNER agrees that the substance of the provisions of this paragraph shall appear in the Contract Documents.

Notices:

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page to this Agreement (as modified in writing from time to time by such party) and given personally, by registered or certified mail, return receipt requested, by facsimile, or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

Survival:

All express representations, indemnifications or limitations of liability made in or given in this Agreement will survive the completion of all services of CONSULTANT under this Agreement or the termination of this Agreement for any reason.

Severability:

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONSULTANT, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

SECTION 6 – EXHIBITS

This Agreement is subject to the provisions of the following Exhibits (if checked) which are attached to and made a part of the Agreement:

- Exhibit A “Scope of Services”
- Exhibit B “Compensation”
- Exhibit C “Construction Observation Services”
- Exhibit D “Special Provisions”

This Agreement (consisting of pages 1 to 7, inclusive and the Exhibits identified above) constitutes the entire Agreement between OWNER and CONSULTANT and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified or cancelled by a duly executed written instrument signed by OWNER and CONSULTANT.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement to be effective as of the date first above written.

OWNER:
CITY OF SANIBEL

CONSULTANT:
TETRA TECH

Signature

Signature

By: Judith A. Zimomra

By: Daniel M. Nelson

Title City Manager

Title Vice President

Address for giving notices:

Address for giving notices:

City of Sanibel Department of Public Works
800 Dunlop Road
Sanibel, Florida 33957-4096
Phone (239) 472-6397
Fax (239) 472-6041

Tetra Tech
4415 Metro Parkway, Suite 320
Fort Myers, Florida 33916
Phone (239) 277-5155
Fax (239) 277-5189

ATTEST

City Clerk

(IF CORPORATION, AFFIX CORPORATE SEAL)

OR

State ____

County ____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____ who is personally known to me or who has produced _____ as identification.

Notary Public

Name typed, printed or stamped

(Seal)

Approved as to form

City Attorney

Exhibit A

Exhibit A consisting of TWO (2) pages referred to in the Professional Services Agreement between OWNER and CONSULTANT for professional services dated _____, 2008.

Services not set forth in this Exhibit A, or not listed or described herein, are expressly excluded from the Scope of the Professional Services of the CONSULTANT. The CONSULTANT assumes no responsibility to perform any service not specifically identified and/or otherwise described in this Exhibit A.

Initial:

OWNER: _____

CONSULTANT: _____

SCOPE OF SERVICES

PROFESSIONAL SERVICE OF THE CONSULTANT:

T# 200-08498-08001

Task 1: FDEP Permit Application Preparation:

The engineering services to be performed under this task will consist of the preparation of FDEP Wastewater Treatment Plant (WWTP) Operating Permit Application, Forms 1 and 2A, and the necessary supporting documents, as required to renew the Wulfert Point WWTP Operating Permit (No. FLA0145625), which expires August 2, 2009. As required by the current operating permit, the supporting documents will consist of the following:

- Operations and Maintenance Performance Report (OMPR)

As part of this task, the CONSULTANT will perform an inspection of the facility as necessary to prepare the OMPR and gather operating/reporting data (discharge monitoring reports, periods of operation, effluent disposal records, maintenance performed, compliance reports, sludge analysis and disposal records, agricultural use plans (AUPs), etc.).

The OMPR will be prepared in accordance with Rule 62-600.735 of the Florida Administrative Code (F.A.C.). In general, this rule requires the report to:

- Evaluate the physical condition of the treatment unit(s) and individual components (pumps, drives, blowers, coagulation/flocculation systems, chemical feed, instrumentation, filters, dewatering systems, etc).
- Evaluate the efficiency of each process, the overall efficiency of the WWTP.
- Evaluate the performance trends of the treatment process – Influent and effluent trends for carbonaceous biochemical oxygen demand, 5-day (CBOD₅), total suspended solids (TSS), monthly, three monthly and annual average daily flow (MADF, TMADF and AADF) and total nitrogen (TN).
- Evaluate the operation and maintenance program.
- Identify physical, capacity, performance, and operation and maintenance items that need to be addressed.
- Provide recommendations and schedules for any necessary corrective actions.

CONSULTANT will prepare and submit TWO (2) copies of the draft permit application and OMPR for review and comment. Once the OWNER has reviewed the documents, CONSULTANT and OWNER will meet to review the comments. Comments will be incorporated into the documents and the final application packages will be assembled for submittal.

In addition to the OMPR, additional supporting information required for submittal includes the most recent Agricultural Use Plan (AUP) and a copy of the most recent sludge analysis. The CONSULTANT will assist in obtaining these items for submittal.

Task 2: Application Submittal and Response to RAI

Once Task 1 has been completed, the CONSULTANT will obtain necessary signatures and application fee from the OWNER and will submit the application package to the FDEP. If comments are received from the FDEP in the form of a request for additional information (RAI), CONSULTANT will assist the OWNER in preparation and submittal of any response items associated with the submittal package.

If necessary, one (1) meeting will be held with the FDEP reviewer to assure that any comments received are properly addressed.

Exhibit B

Exhibit B consisting of TWO (2) pages referred to in the Professional Services Agreement between OWNER and CONSULTANT for professional services dated _____, 2008.

Initial:
OWNER: _____
CONSULTANT: _____

COMPENSATION

Definitions:

Lump Sum (LS): Includes all direct and indirect labor costs, personnel related costs, overhead and administrative costs, which may pertain to the services performed, provided and/or furnished by the CONSULTANT as may be required to complete the services in Exhibit A. The total amount of compensation to be paid the CONSULTANT shall not exceed the amount of the total Lump Sum compensation established and agreed to. The portion of the amount billed for CONSULTANT's services which is on account of the Lump Sum will be based upon CONSULTANT's estimate of the portion of the total services actually completed at the time of billing.

Time and Materials (T&M): For the actual hours expended by the CONSULTANT's professional and technical personnel, multiplied by the applicable hourly rates for each classification or position on the CONSULTANT's standard billing rate schedule in effect at the time the services are rendered. The current standard billing rate schedule is attached to this Exhibit B as Attachment No. 1. For the services of CONSULTANT's Sub-Consultants engaged to perform or furnish services in Exhibit A, the amount billed to CONSULTANT therefore times a factor of 1.10. The amount payable for Reimbursable Expenses will be the charge actually incurred by or imputed cost allocated by CONSULTANT, therefore times a factor of 1.10.

Estimated Fees: CONSULTANT's estimate of the amount that will become payable for Services (including CONSULTANT's Sub-Consultants and reimbursable expenses) is only an estimate for planning purposes, is not binding on the parties and is not the maximum amount payable to CONSULTANT for the services under this Agreement. Notwithstanding the fact that the estimated amount for the services is exceeded, CONSULTANT shall receive compensation for all Services furnished or performed under this Agreement.

If it becomes apparent to CONSULTANT at any time before the Services to be performed or furnished under this Agreement are about eighty percent complete that the total amount of compensation to be paid to CONSULTANT on account of these Services will exceed CONSULTANT's estimate, CONSULTANT shall endeavor to give OWNER written notice thereof. Promptly thereafter OWNER and CONSULTANT shall review the matter of compensation for such Services, and either OWNER shall accede to such compensation exceeding said estimated amounts or OWNER and CONSULTANT shall agree to a reduction in the remaining services to be rendered by CONSULTANT under this Agreement so that total compensation for such Services will not exceed said estimated amount when such services are complete. The CONSULTANT shall be paid for all services rendered if CONSULTANT exceeds the estimated amount before OWNER and CONSULTANT have agreed to an increase in the compensation due to CONSULTANT or a reduction in the remaining services.

For the services provided and performed by CONSULTANT for providing and performing the Task(s) set forth and enumerated in Exhibit A entitled "Scope of Services", the OWNER shall compensate the CONSULTANT as follows:

ITEM	AMOUNT (Estimated if T&M)	FEE TYPE (LS; T&M; NTE)
Task 1 – FDEP Permit Application Preparation	\$11,640.00	LS
Task 2 – Application Submittal and Response to RAI(s)	\$3,140.00	T&M
TOTAL COMPENSATION FOR CONSULTANT'S SERVICES	\$14,780.00	LS; T&M

For services of CONSULTANT's Sub-Consultants engaged to perform or furnish services, the OWNER shall compensate the CONSULTANT as follows:

SUB-CONSULTANT	AMOUNT (Estimated if T&M)	FEE TYPE (LS; T&M; NTE)
N/A	N/A	N/A
TOTAL COMPENSATION FOR SUB-CONSULTANT'S SERVICES	N/A	N/A

For reimbursable expenses of CONSULTANT, the OWNER shall compensate the CONSULTANT as follows:

REIMBURSABLE EXPENSES	AMOUNT (Estimated if T&M)	FEE TYPE (LS; T&M; NTE)
Courier and express delivery charges, reproduction of plans and reports, photography, field supplies and costs of other materials and/or equipment specifically used for and solely applicable to this project	\$250.00	T&M
TOTAL COMPENSATION FOR REIMBURSABLE EXPENSES	\$250.00	T&M

TOTAL COMPENSATION INCLUDING SUB-CONSULTANTS & REIMBURSABLE EXPENSES	\$15,030.00	LS; T&M
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**ATTACHMENT 1 TO EXHIBIT B
CONSULTANT'S HOURLY RATE SCHEDULE**

Bill Rate Schedule: Job Name	Bill Rate Schedule: Rate
Admin.Admin Supervisor.	\$ 80.00
Admin.Admin Support II.	\$ 55.00
Admin.Admin Support III.	\$ 65.00
Admin.Administrative Assistant I.	\$ 65.00
Admin.Administrative Assistant II.	\$ 65.00
Admin.Administrative Assistant III.	\$ 75.00
Admin.Administrator II.	\$ 75.00
Admin.Administrator III.	\$ 80.00
Admin.Administrator IV.	\$ 80.00
Admin.Management II.	\$ 100.00
Admin.Project Assistant III.	\$ 75.00
Admin.Receptionist II.	\$ 55.00
Admin.Text Processing Specialist I.	\$ 55.00
Arch.Architect III.	\$ 130.00
Cadd.Cadd Designer III.	\$ 75.00
Cadd.Cadd Designer IV.	\$ 85.00
Cadd.Cadd Designer V.	\$ 110.00
Cadd.Cadd Designer VI.	\$ 110.00
Cadd.Cadd Drafter II.	\$ 60.00
Cadd.Cadd Drafter III.	\$ 85.00
Cadd.Cadd Manager.	\$ 115.00
Construction.Construction Admin II.	\$ 74.00
Construction.Construction Director.	\$ 155.00
Construction.Construction Inspector I.	\$ 135.00
Construction.Construction Manager.	\$ 130.00
Construction.Construction Supervisor II.	\$ 130.00
Construction.Construction Tech IV.	\$ 71.00
Construction.Proj Mgr I Construction.	\$ 135.00
Contracts.Contract Administrator IV.	\$ 100.00
Eng.Civil Engineer I.	\$ 85.00
Eng.Civil Engineer II.	\$ 85.00
Eng.Civil Engineer III.	\$ 100.00
Eng.Civil Engineer IV.	\$ 115.00
Eng.Civil Engineer V.	\$ 130.00
Eng.Civil Engineer VI.	\$ 150.00
Eng.Electrical Engineer I.	\$ 85.00
Eng.Electrical Engineer II.	\$ 85.00
Eng.Electrical Engineer III.	\$ 100.00
Eng.Electrical Engineer IV.	\$ 115.00
Eng.Electrical Engineer VI.	\$ 150.00
Eng.Engineer I.	\$ 85.00

**ATTACHMENT 1 TO EXHIBIT B
CONSULTANT'S HOURLY RATE SCHEDULE**

Eng.Engineer II.	\$ 85.00
Eng.Engineer III.	\$ 100.00
Eng.Engineer IV.	\$ 115.00
Eng.Engineer VI.	\$ 150.00
Eng.Environmental Engineer I.	\$ 85.00
Eng.Environmental Engineer II.	\$ 85.00
Eng.Environmental Engineer III.	\$ 100.00
Eng.Environmental Engineer IV.	\$ 115.00
Eng.Environmental Engineer VI.	\$ 150.00
Eng.Management I.	\$ 100.00
Eng.Management II.	\$ 115.00
Eng.Management IV.	\$ 150.00
Eng.Management V.	\$ 200.00
Eng.Management VI.	\$ 200.00
Eng.Mechanical Engineer II.	\$ 85.00
Eng.Mechanical Engineer IV.	\$ 115.00
Eng.Mechanical Engineer VI.	\$ 150.00
Eng.Proj Mgr I Chemical S.	\$ 160.00
Eng.Proj Mgr I Civil PM.	\$ 160.00
Eng.Proj Mgr I Civil S.	\$ 160.00
Eng.Proj Mgr I Engineer PM.	\$ 160.00
Eng.Proj Mgr II Civil PM.	\$ 160.00
Eng.Proj Mgr II Civil S.	\$ 160.00
Eng.Proj Mgr II Electrical S.	\$ 160.00
Eng.Proj Mgr II Engineer PM.	\$ 160.00
Eng.Proj Mgr II Envirnmntl PM.	\$ 160.00
Eng.Proj Mgr II Mechanical PM.	\$ 160.00
Eng.Proj Mgr Sr Civil PM.	\$ 185.00
Eng.Proj Mgr Sr Civil S.	\$ 185.00
Eng.Proj Mgr Sr Engineer PM.	\$ 185.00
Eng.Proj Mgr Sr Engineer S.	\$ 185.00
Eng.Proj Mgr Sr Envirnmntl S.	\$ 185.00
Eng.Structural Engineer IV.	\$ 115.00
Eng.Structural Engineer V.	\$ 130.00
Eng.Structural Engineer VI.	\$ 150.00
Eng.Transportation Engineer II.	\$ 85.00
Eng.Transportation Engineer III.	\$ 100.00
Eng.Transportation Engineer IV.	\$ 115.00
Eng.Transportation Engineer VI.	\$ 150.00
Finance.Accountant I.	\$ 70.00
Finance.Accountant III.	\$ 70.00
Finance.Accounting Clerk III.	\$ 70.00

**ATTACHMENT 1 TO EXHIBIT B
CONSULTANT'S HOURLY RATE SCHEDULE**

Finance.Accounting Clerk IV.	\$ 70.00
Finance.Accounting Specialist II.	\$ 70.00
GIS.GIS Analyst I.	\$ 47.00
GIS.GIS Analyst III.	\$ 55.00
GIS.GIS Analyst IV.	\$ 55.00
GIS.Management III.	\$ 155.00
H&S.Health and Safety Director.	\$ 185.00
HR.HR Assistant IV.	\$ 55.00
HR.HR Generalist II.	\$ 70.00
HR.Human Resources Manager.	\$ 160.00
HR.Management III.	\$ 160.00
IT.Management III.	\$ 145.00
IT.Management V.	\$ 185.00
IT.Network Administrator II.	\$ 100.00
IT.Network Administrator III.	\$ 100.00
IT.Network Technician II.	\$ 85.00
IT.Programmer Analyst III.	\$ 100.00
IT.Programmer Analyst IV.	\$ 112.00
Management.Management II.	\$ 160.00
Management.Management III.	\$ 160.00
Management.Management IV.	\$ 185.00
Management.Management V.	\$ 185.00
Management.Management VI.	\$ 210.00
Marketing.Graphic Artist III.	\$ 80.00
Marketing.Marketing Asst III.	\$ 65.00
Marketing.Marketing Asst IV.	\$ 75.00
Marketing.Marketing Specialist III.	\$ 80.00
Marketing.Multimed Graph Spec III.	\$ 65.00
Marketing.Outreach Manager.	\$ 95.00
Marketing.Proposal Manager.	\$ 95.00
Plant.Plant Manager I.	\$ 87.00
Plant.Plant Manager II.	\$ 87.00
Plant.Plant Operator I.	\$ 55.00
Plant.Plant Operator II.	\$ 65.00
Plant.Plant Supervisor.	\$ 75.00
Prof.Engineering Intern.	\$ 42.00
Prof.Engineering Prof III.	\$ 115.00
Prof.Engineering Prof IV.	\$ 120.00
Prof.Engineering Prof V.	\$ 130.00
Prof.Science Prof II.	\$ 80.00
Prof.Science Prof III.	\$ 95.00
Sci.Archaeologist IV.	\$ 100.00

**ATTACHMENT 1 TO EXHIBIT B
CONSULTANT'S HOURLY RATE SCHEDULE**

Sci.Environmental Scientist I.	\$ 80.00
Sci.Environmental Scientist II.	\$ 80.00
Sci.Environmental Scientist III.	\$ 95.00
Sci.Environmental Scientist IV.	\$ 100.00
Sci.Environmental Scientist V.	\$ 135.00
Sci.Environmental Scientist VI.	\$ 155.00
Sci.Geologist IV.	\$ 100.00
Sci.Management II.	\$ 135.00
Sci.Proj Mgr I Environmental PM.	\$ 160.00
Sci.Proj Mgr Sr Scientist S.	\$ 185.00
Sci.Scientist I.	\$ 80.00
Sci.Scientist II.	\$ 80.00
Sci.Scientist III.	\$ 95.00
Sci.Scientist IV.	\$ 100.00
Sci.Scientist VI.	\$ 135.00
Survey.Management II.	\$ 75.00
Survey.Management III.	\$ 130.00
Survey.Survey Manager.	\$ 130.00
Survey.Survey Party Chief.	\$ 85.00
Survey.Survey Technician I.	\$ 40.00
Survey.Survey Technician IV.	\$ 75.00
TechSpec.Tech Spec II.	\$ 81.00
Technician.Technician I.	\$ 36.00
Technician.Technician II.	\$ 59.00
Technician.Technician III.	\$ 70.00
Technician.Technician IV.	\$ 81.00
Technician.Technician V.	\$ 81.00
Technician.Technician VI.	\$ 108.00