

**CONTRACT NO. 2016000008**  
**AGREEMENT BETWEEN CHARLOTTE COUNTY**  
**and**  
**GIFFELS-WEBSTER ENGINEERS, INC.**  
**for**  
**DESIGN – WASTEWATER EXPANSION PHASE 2**

**THIS AGREEMENT** (hereinafter the "Agreement"), is made and entered into by and between CHARLOTTE COUNTY, a political subdivision of the State of Florida, 18500 Murdock Circle, Port Charlotte, Florida 33948-1094, hereinafter the "County," and GIFFELS-WEBSTER ENGINEERS, INC., 900 Pine Street, Suite 225, Englewood, Florida 34223, hereinafter the "Consultant."

**WITNESSETH**

**WHEREAS**, the County has determined that it is necessary to retain a consultant to provide professional design services associated with the Charlotte Harbor Water Quality Initiative – Phase 2 Project ("Wastewater Expansion Phase 2 Project"); and

**WHEREAS**, the Consultant has reviewed RFP No.2016000008 required pursuant to this Agreement and is qualified, willing and able to provide and perform all such services in accordance with its terms; and

**WHEREAS**, the County, through a selection process conducted in accordance with the requirements of law and County policy, has determined that it would be in the best interest of the County to award a contract to Consultant for the rendering of those services described in the RFP 2016000008 and the Scope of Services, incorporated herein; and

**WHEREAS**, the County and the Consultant have determined that the Wastewater Expansion Phase 2 Project should consist of the completion of a preliminary engineering report, the design of the wastewater system and potable water system improvements, obtaining FDEP permits and other permits as required, completing contract bid documents, providing technical specifications for wastewater systems as needed, assisting Charlotte county during the bidding phase and contractor selection, providing construction administration, providing inspection services as requested, assisting with obtaining State Revolving Fund (SRF) funding and various grant funding, finalizing a detailed operational/maintenance manual for the wastewater system as needed, and providing assistance to Charlotte County Utilities (CCU) Staff during the initial start-up for the Charlotte Harbor Water Quality Initiative – Phase 2 Project.

**NOW, THEREFORE**, the County and the Consultant, in consideration of the mutual covenants contained herein, do agree to implement the Wastewater Expansion Phase 2 Project as follows:

## **ARTICLE 1.**

### **INCORPORATION OF DOCUMENTS**

1.1. RFP No. 2016000008, consisting of pages 1 through and including 19, together with a map, issued by the County on October 23, 2015; Addendum #1 to RFP No. 2016000008, issued by the County on November 10, 2015; and the Proposal submitted by Consultant dated November 24, 2015; all filed with the Clerk of the Circuit Court of Charlotte County, Minutes Division, as RFP No. 2016000008, are hereby specifically incorporated into and made a part of this Agreement as if same had been set forth at length herein. The Scope of Services is attached hereto as Exhibit A; the Project Area Map is attached hereto as Exhibit B; the Proposed New Water Main Area Map is attached hereto as Exhibit C; the Compensation Schedule for Tasks 1 through 19 is attached hereto as Exhibit D; the Hourly Rate Schedule is attached hereto as Exhibit E and the Preliminary Work Plan Time Line is attached hereto as Exhibit F, and these Exhibits are specifically incorporated into and made a part of this Agreement.

1.2. In the event of any conflict between the documents constituting this Agreement, the documents shall be given precedence in the following order:

- 1) This Agreement including the Exhibits attached hereto;
- 2) RFP No. 2016000008;
- 3) The Proposal submitted by Consultant dated November 24, 2015.

## **ARTICLE 2.**

### **CONSULTANT'S SCOPE OF SERVICES**

2.1. Consultant agrees to perform all the services and provide all the materials for the Wastewater Expansion Phase 2 Project as described in Exhibit A – Scope of Services, for the Project area as represented and described in Exhibit B - Project Area Map.

2.2. Consultant agrees to provide its services and all materials for the Wastewater Expansion Phase 2 Project in the Scope of Services for the fees as contained in Exhibit D, Compensation and Exhibit E, Hourly Rate Schedule. The Consultant shall make no claims for additional compensation or damages owing to suspensions, delays, or hindrances which arise during the performance of this Agreement. Such suspensions, delays or hindrances may only be compensated for by an extension of time as the County may decide. However, such extension shall not operate as a waiver of any other rights of the County.

2.3. In the event that County desires Consultant to perform any additional services related to the Wastewater Expansion Phase 2 Project not specifically contained in the Scope of Services, the parties shall enter into an amendment to this Agreement to provide for the provision of such additional services by Consultant as may be determined by the BOCC and payment therefore by County, based on the fees contained in Exhibit E, Hourly Rate Schedule.

2.4. Consultant agrees to provide its services and materials as contained in the Scope of Services in the times allowed for performance of the Wastewater Expansion

Phase 2 Project as set forth in Exhibit F – Preliminary Work Plan Time Line. The Consultant shall make no claims for additional compensation or damages owing to suspensions, delays, or hindrances which arise during the performance of this Agreement. Such suspensions, delays or hindrances may only be compensated for by an extension of time as the County may decide. However, such extension shall not operate as a waiver of any other rights of the County.

**ARTICLE 3.**  
**COMPENSATION AND PAYMENT FOR CONSULTANT'S SERVICES**

3.1. County shall pay Consultant for those tasks and services provided in the Scope of Services actually performed by Consultant and in accordance with Exhibit D – Compensation Schedule. The total payment to Consultant shall not exceed Two Million One Hundred Eight Thousand Nine Hundred and Seventeen Dollars (\$2,108,917.00), for Consultant's services under this Agreement, performed in accordance with the Scope of Services and this Agreement.

3.2. Payment for services rendered by Consultant shall be made on a monthly basis in proportion to the percentage completed of those tasks listed in the Scope of Services. Percentage of services completed shall be subject to review and approval by the County Utilities Director or his/her designee.

3.3. Consultant shall submit all billings for payment of services rendered on a monthly basis to the County Purchasing Division for processing. Billings shall be detailed as to the nature of the tasks and services performed and shall refer to the specific tasks listed in the Scope of Services that were actually performed by Consultant. Billings shall include a summary of any amounts previously billed and any credits for amounts previously paid.

3.4. Consultant acknowledges that each billing must be reviewed and approved by the County Utilities Director or his/her designee. Should the Utilities Director or his/her designee determine that the billing is not commensurate with services performed, work accomplished or hours expended, Consultant shall adjust billing accordingly. However, Consultant shall be entitled to payment of any portion of a billing not in dispute.

3.5. County shall pay Consultant's monthly billings in accordance with Sections 218.70 through 218.80 Florida Statutes, the Local Government Prompt Payment Act.

**ARTICLE 4.**  
**CONSULTANT'S RESPONSIBILITIES**

4.1. Consultant shall perform or furnish consulting and related services to a level of technical skill, ability, and diligence customarily provided by an experienced professional in his or her field of expertise when rendering the same services, and in accordance with sound principles and practices generally acknowledged by professionals in his or her field of expertise, as represented to the County, both orally and in writing, to be possessed by Consultant, all in accordance with the standards contained elsewhere in this Agreement and in accordance with generally accepted standards of professional consulting practice and with the laws, statutes, ordinances,

codes, rules and regulations governing Consultant's profession. The same standards of care shall be required of any subconsultant or subcontractor engaged by Consultant.

4.2. Consultant shall, without additional compensation, correct and revise any errors, omissions, or other deficiencies in its work product, services, or materials arising from the negligent act, error or omission of Consultant or any subconsultant or subcontractor engaged by Consultant for one year after the completion of Consultant's services under this Agreement. The foregoing shall be construed as an independent duty to correct rather than a waiver of County's rights under any applicable statute of limitations. County review of, approval of, acceptance of, or payment for any of Consultant's work product, services, or materials shall not be construed to operate as a waiver of any of County's rights under this Agreement, or cause of action County may have arising out of the performance of this Agreement.

## **ARTICLE 5.**

### **OWNERSHIP AND USE OF DOCUMENTS**

5.1. All documents, data, studies, surveys, analyses, sketches, tracings, specifications, plans, designs, design calculations, details, computations, drawings, maps, models, photographs, reports, and other documents and plans resulting from Consultant's services under this Agreement shall become the property of and shall be delivered to County without restriction or limitation as to use regardless of the format of the document (paper or electronic). However, any use subsequent to or other than the specific project for which such items were created, shall be at sole risk of County.

5.2. Consultant agrees that any software, computer systems and databases used for providing the documents necessary to this Agreement shall be compatible with existing County software and systems. It is anticipated that the software utilized will be run on windows based PC's and will consist of AutoCAD release 2010, ICPR, Microsoft Word 2010, Microsoft Excel 2010, Microsoft Project 2010, Microsoft PowerPoint 2010, and Adobe Reader 10.

## **ARTICLE 6.**

### **COUNTY'S RESPONSIBILITIES**

6.1. County shall perform the responsibilities contained in this Article 6 in a timely manner so as not to delay the services of Consultant.

6.2. County shall furnish to Consultant, upon request of Consultant and at County expense, all existing studies, reports and other available data pertinent to the services to be performed under this Agreement which are within the County's possession. However, Consultant shall be required to evaluate all materials furnished hereunder using reasonable professional judgment before relying on such materials.

6.3. County shall provide reasonable access and entry to all public property required by Consultant to perform the services described in this Agreement. All such access and entry shall be provided at County expense. County shall also use reasonable efforts to obtain permission for reasonable access and entry to any private property required by Consultant to perform the services described in this Agreement.

**ARTICLE 7.**  
**TERM / TERMINATION**

7.1. The term of this Agreement shall begin on the date on which it is executed by both parties and shall be completed in accordance with the schedule attached hereto as Exhibit F – Preliminary Work Plan Time Line. Consultant's services shall be deemed complete when Consultant provides all products or services contained in the Scope of Services and required under this Agreement, and County accepts such services and products as satisfactory, unless otherwise terminated in accordance herewith.

7.2. The Consultant shall be responsible for notifying the County promptly whenever a delay is anticipated or experienced, including a delay in approval by any governmental agency having jurisdiction over the Project. The County shall allow the Consultant to extend the Project Schedule for valid, documented delays. The County shall be the sole determiner of the validity of the delays.

7.3. The County shall have the right at any time upon thirty (30) calendar days written notice to the Consultant to terminate the services of the Consultant and, in that event, the Consultant shall cease work and shall deliver to the County all documents, (including reports, designs, specifications, and all other data) prepared or obtained by the Consultant in connection with its services. The County shall, upon receipt of the aforesaid documents, pay to the Consultant, and the Consultant shall accept as full payment for its services, fees for all tasks completed in accordance with Scopes of Services.

7.4. In the event that the Consultant has abandoned performance under this Agreement, then the County may terminate this Agreement upon three (3) calendar day's written notice to the Consultant indicating its intention to terminate. The written notice shall state the evidence indicating the Consultant's abandonment. Payment for services performed prior to the Consultant's abandonment shall be as stated Section 3 above.

**ARTICLE 8.**  
**NO CONTINGENT FEES**

8.1. Consultant certifies that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Consultant any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, County shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

**ARTICLE 9.  
NOTICES**

9.1. Any notice required or permitted to be sent hereunder shall be sent certified mail, return receipt requested to the parties at the addresses listed below:

Consultant: Giffels-Webster Engineers, Inc.

County: Purchasing Division

Name: Jonathan H. Cole, P.E.  
President

Address: 900 Pine Street, Suite 225  
Englewood, FL 34223

Name: Kimberly A. Corbett  
Sr. Division Mgr.

Address: 18500 Murdock Circle, Ste. 344  
Port Charlotte, FL 33948

9.2. Contractor shall immediately notify County of any changes in address.

**ARTICLE 10.  
TRUTH-IN-NEGOTIATION CERTIFICATE**

10.1. In accordance with Section 287.055 Florida Statutes and Charlotte County Resolution 2003-059, signature of this Agreement by Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which County determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

**ARTICLE 11.  
ASSIGNMENT**

11.1. This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances by Consultant without the prior written consent of County. Further, no portion of this Agreement may be performed by subcontractors or subconsultants without written notice to and approval of such action by County.

**ARTICLE 12.  
EXTENT OF AGREEMENT / SEVERABILITY / MODIFICATION**

12.1. This Agreement represents the entire and integrated agreement between the County and Consultant and supersedes all prior negotiations, representations or agreement, either written or oral.

12.2. In the event any provision of this Agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any breach of any provision, term, condition or covenant shall not be construed by the other party as a waiver of any subsequent breach.

12.3. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by both parties.

12.4. This is a nonexclusive contract. The County has the right to enter into contracts with other consultants for the providing of any services.

### **ARTICLE 13.**

#### **GOVERNING LAW / VENUE**

13.1. This Agreement shall be governed and construed in accordance with Florida law. In the event any litigation arises between the parties in connection with this Agreement, venue for such litigation shall lie exclusively in Charlotte County, Florida.

### **ARTICLE 14.**

#### **INDEPENDENT CONTRACTOR STATUS**

14.1. Consultant is an independent contractor and is not an employee, servant, agent, partner or joint venturer of the County. Neither the County nor any of its employees shall have any control over the conduct of Consultant or any of Consultant's employees, except as herein set forth, and Consultant expressly warrants not to represent at any time or in any manner that Consultant or any of Consultant's agents, servants or employees are in any manner agents, servants or employees of the County. It is understood and agreed that Consultant is, and shall at all times remain as to the County, a wholly independent contractor and that Consultant's obligations to the County are solely as prescribed by this Agreement.

### **ARTICLE 15.**

#### **AUDIT AND RECORDS REQUIREMENTS**

15.1. Consultant shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Agreement which shall be available and accessible at Consultant's local offices for the purpose of inspection, audit, and copying during normal business hours by the County, or any of its authorized representatives. Such records shall be retained for a minimum of five (5) years after completion of the services. Prior to destruction of any records, the Consultant shall notify the County and deliver to the County any records the County requests. Consultant shall require all subcontractors to comply with the provisions of this paragraph by insertion of the requirements hereof in a written contract agreement between Consultant and the subcontractor.

15.2. If the records are unavailable locally, it shall be the Consultant's responsibility to insure that all required records are provided at the Consultant's expense including payment of travel and maintenance costs incurred by the County's authorized representatives or designees in accessing records maintained out of the county. The direct costs of copying records, excluding any overhead cost, shall be at the County's expense.

15.3. Consultant shall fully cooperate with all public records requests by providing the necessary records to the County promptly upon notice unless the records are exempt from Section 24 (a) of Article I of the State Constitution and Chapter 119,

Florida Statutes. Failure by Consultant to promptly respond to notices requesting records constitutes grounds for unilateral cancellation by the County at any time, with no recourse available to Consultant. Records may be provided in the form or format in which they are kept including electronic files. Consultant's right to claim an exemption from disclosure shall not be deemed failure to comply with this article.

**ARTICLE 16.**  
**INDEMNIFICATION**

16.1. For ten dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Consultant shall indemnify and hold harmless 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 Consultant and other persons employed or utilized by Consultant in the performance of this Agreement.

**ARTICLE 17.**  
**EMPLOYEE RESTRICTIONS**

17.1. Charlotte County will not intentionally award publicly-funded contracts to any Consultant who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The County shall consider employment by Consultant, or any subconsultant or subcontractor of Consultant, of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Consultant or any subconsultant or subcontractor of Consultant of the employment provisions contained in Section 274A(e) of the INA shall be grounds for termination of this Agreement by the County.

17.2. If an owner (except a stockholder in a publicly traded corporation) or an employee of the Consultant has been convicted of any offenses requiring registration as a sexual offender or sexual predator, regardless of the location of conviction, the Consultant shall ensure that the offender's or predator's work on the project is consistent with the terms of his probation and registry requirements.

17.3. The Consultant shall incorporate the terms of paragraphs 17.1 and 17.2 into all contracts with any subconsultants or subcontractors.

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**IN WITNESS WHEREOF**, the parties hereto have caused the execution of these premises as of the date and year first above written.

**WITNESSES:**

Signed By: *Rhiannon L. Mills*

Print Name: Rhiannon L. Mills

Date: 3/16/16

Signed By: *Alisa L. True*

Print Name: Alisa L. True

Date: 3-16-16

**ATTEST:**

Barbara T. Scott, Clerk of Circuit  
Court and Ex-officio Clerk to the  
Board of County Commissioners

By: *Michelle D. Beaudeno*  
Deputy Clerk

**GIFFELS-WEBSTER ENGINEERS, INC.**

Signed by: *Jonathan H. Cole*

Jonathan H. Cole, P.E.

Title: President

Date: 3/16/16

**BOARD OF COUNTY COMMISSIONERS  
OF CHARLOTTE COUNTY, FLORIDA**

By: *William G. True*  
William G. True, Chairman

Date: March 16, 2016

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By: *Janette S. Knowlton*  
Janette S. Knowlton, County Attorney

LR 15-3784 *dn for LR*

Exhibit List:

- Exhibit A – Scope of Services
- Exhibit B – Project Area Map
- Exhibit C – Proposed New Water Main Area Map
- Exhibit D – Compensation For Tasks 1-19
- Exhibit E – Hourly Rate Schedule
- Exhibit F – Preliminary Work Plan Time Line

## **EXHIBIT A**

### **SCOPE OF SERVICES**

#### **SCOPE OF WORK**

Giffels-Webster Engineers (GWE) (herein called CONSULTANT) shall provide specific tasks for the Charlotte County Wastewater Expansion - Phase 2 project as outlined in the RFP. Any task not specifically outlined as being the responsibility of GWE or its sub-consultants is not included in the CONSULTANT'S Scope of Work.

The following tasks outline the responsibilities of the CONSULTANT. The scope of work for each task listed shall be limited to the work effort outlined in this scope associated in general with improvements in the Wastewater Expansion – Phase 2 area (Exhibit B) including a new sewer collection system, storm water replacements and maintenance, reclaimed water main, and water main replacements or installations.

#### **TASK 1: CONCEPTUAL DESIGN AND TECHNICAL MEMORANDUM**

The boundary of Phase 2, containing approximately 3,000 connections, is indicated on Exhibit B. The total length of road is approximately 187,850 L.F. A combination of vacuum, low pressure and gravity may be required to serve the area with sewer.

The CONSULTANT shall attend one (1) project status meeting and assist with identifying the project goals and areas to be served with the specific recommended type of collection system.

The CONSULTANT shall prepare a Technical Memorandum outlining the sewer collection concepts, the water main locations, reclaimed water main locations, the suggested construction sequencing as well as potential vacuum sites and recommendations.

#### **TASK 2: PROJECT MANAGEMENT**

Upon receipt of written authorization, the CONSULTANT will schedule a kickoff meeting with the COUNTY. Throughout the contract, the CONSULTANT'S project manager will perform the following project management services:

- a. Develop and coordinate with team members the deliverable deadlines, and related components necessary to manage the proposed project.
- b. Oversee all aspects of CONSULTANT'S contract obligations.
- c. Coordinate schedules and roles with discipline leaders.
- d. Coordinate external services with sub-consultants.
- e. Coordinate quality assurance and quality control reviews.
- f. Hold internal team meetings to assist with scheduling and management.
- g. Hold meetings with COUNTY staff.
- h. Update the project schedule and implement corrective measures to maintain the schedule.

- i. Coordinate permit submittals.
- j. Oversee public outreach services.
- k. Maintain customer "hot line" for duration of design phase.

**Task 2 Deliverables:**

- Updated project schedules (quarterly)
- Meeting minutes
- Customer "hot line" status

**TASK 3: PUBLIC INFORMATION AND PRELIMINARY DESIGN REPORT**

The CONSULTANT shall assist the COUNTY with a limited public information program, which shall include the following:

**Task 3.1 - Meetings**

Special Exception Meeting: The CONSULTANT shall attend and participate in the special exception meeting for two (2) vacuum stations and one (1) gravity lift station to offer input and assist with answering questions.

The CONSULTANT shall also hold two (2) informal meetings/workshops per construction contract area (approximately 4 hours) for a maximum of eight (8) public meetings for the purpose of reviewing specific connections with the property owners from their home/structure to the connection point in the public R.O.W. The COUNTY shall assist the CONSULTANT and participate in the meetings.

Meetings will be held, as follows:

- a. Two (2) public workshops per each contract area at the 60% and 90% design stages (informal open house meetings). The COUNTY shall develop and maintain a mailing list of property owners and other interested parties for the project. The COUNTY shall obtain a list of property owners from the Property Appraiser's Office, and the COUNTY shall prepare the mailing labels to be used during the mail-outs for all public information meetings. The property owners will be informed of the meetings by written notice via U.S. mail. The CONSULTANT shall review drafts of all notices prepared by the COUNTY. The COUNTY shall be responsible for any costs for mailings and meeting room rental.
- b. Board of County Commission (BCC) Meeting – The CONSULTANT shall prepare an estimate of probable construction cost shortly after the 90% public open house meetings and present the estimate to the BCC and provide an updated status of the design, per each contract area.
- c. BCC meeting - After the construction bids have been received, the CONSULTANT shall attend the BCC meeting and be available to answer questions relative to the bids per each contract area.

- d. UTILITIES will develop a project specific website. The CONSULTANT will provide project specific graphics in support of the website and technical assistance relative to the project for incorporation into the website.

### **Task 3.2 – Preliminary Design Report**

The CONSULTANT shall prepare a Preliminary Design Report meeting SRF requirements for the purposes of financing, and support outlining the options, details and recommendations for sewer within the project area.

## **TASK 4: LAND SURVEYING AND ENVIRONMENTAL REVIEW**

Base topographic surveys, within the boundaries of the project area, including horizontal control, vertical control, topography located within the public or private rights-of-way, shall be provided by the CONSULTANT through the survey sub-consultant. The CONSULTANT's surveyor will rely on existing aerial mappings from the COUNTY to utilize as a base, enhanced with the minimum necessary topographic information to design and construct the project.

### **Task 4.1 - Control Survey**

Horizontal and vertical control shall be established according to the following criteria:

- a. Establish and reference horizontal and vertical survey control points along the project route at a maximum of 500' intervals.
- b. Horizontal control will be based on Florida State Plane Coordinates 1983, Florida West Zone (1990 adjustment).
- c. Vertical control will be based on North American Vertical Datum of 1988, with vertical control loops tied to National Geodetic Service Benchmarks.
- d. Utilize existing rights-of-way and lots as provided by Charlotte County Plats and GIS.
- e. Prepare signed/sealed control survey map (R-O-W mapping not included).

**Task 4.2 - Design Survey** (in conformance with the Design Compliance standards dated November 1, 2011, unless specifically modified herein)

- a. Once all investigative work has been completed, perform field surveying to enhance aerial base with additional topography.
- b. Collect above-ground utilities, storm drainage pipe and structures, topo elevations at center of each driveway at pavement edge, approximate R-O-W, improvements within R-O-W including poles planters, curbing, visible utilities and mailboxes.
- c. Trees within the R-O-W in excess of 4" and approximate vegetation edges.
- d. Collect approximate garage finished floor topo (one shot in front garage/lanai/driveway end) within the project limits.
- e. Cross sections at 100-foot intervals (7 topo shots).
- f. Collect horizontal and vertical data for proposed subsurface utility exploration (SUE) locations (max 20 SUE locations).
- g. Description of each type of driveway (concrete, asphalt, painted, stamped or specialty driveways), of all existing homes.
- h. Produce three signed and sealed boundary and topographic surveys of two (2) vacuum station sites and one gravity lift station site.

- i. Download process and prepare base maps indicating elevations on County aerials in plan view and edge of pavement, pipe culverts and swale line on profile ready for engineering design.

#### **Task 4.3 - Easement Parcel Descriptions and Sketches**

CONSULTANT shall prepare and provide descriptions and sketches, signed and sealed by a surveyor, to be utilized by Charlotte County Real Estate Services to acquire construction easements, drainage easements and/or temporary right of entry easements. This item shall be compensated per each unit based on each parcel affected by one of these types of easements. It is assumed that a total of five (5) easements will be required for the project.

#### **Task 4.4 – Environmental Review**

Protected Species Assessment– This task includes field and office work necessary to conduct a preliminary protected species assessment utilizing available online resources and partial ground-truthing to identify any species listed by the Florida Fish and Wildlife Conservation Commission (FWC) or United States Fish and Wildlife Service (FWS) as Endangered, Threatened, or Species of Special Concern within the vicinity of the proposed project limits which could potentially impact the development or timing of the project. A letter report summarizing the findings of the protected species assessment along with a discussion of potential permitting liabilities associated with any species observed will be provided.

This task does not include permit applications or agency coordination for any protected species found within the project limits. A proposal for conducting this additional work can be provided in the event that permits and/or coordination relative to protected species are required and compensated using funds from the supplemental services task.

#### Task 4 Deliverables:

- Memorandum on findings of the survey and utility review
- Updated field survey (AutoCAD file with survey point data)
- Three signed and sealed vacuum station/lift station site surveys
- Specific purpose control survey
- Easement parcel descriptions and sketches

### **TASK 5:     ONSITE LATERAL CONNECTION DESIGN**

Detailed design on each single-family lot is not included in this scope. Rather, three types of lateral connection details for a standard 80' x 125' foot lot will be developed; namely, a home with the septic tank in front, on the side and in the rear of the home.

These typical layouts will indicate a standard 4" or 6" gravity connection and an approximate length of each lateral for estimating the cost. Using the septic tank information provided by the COUNTY, the CONSULTANT will quantify the number of each type of connection (front, side and rear) for estimating and bidding purposes.

The CONSULTANT will prepare and mail septic tank location forms to the property owners requesting septic tank locations. The UTILITIES will provide all onsite field location services in

an attempt to locate septic systems and connection points that are not indicated on the septic tank location forms or obtained from other sources. The CONSULTANT will rely on the UTILITIES provided information and incorporate approximate septic tank locations on the design plans.

UTILITIES will be responsible for all legal requirements for any construction on private properties.

**Task 5 Deliverables:**

- Typical layouts for three types of connections
- UTILITIES septic tank locations plotted on the design plans
- Approximate quantity of homes with tanks in front, side and rear

**TASK 6: VACUUM STATION DESIGN**

Two (2) vacuum stations will be designed. One station is anticipated to be a large station and a secondary station serving the North West area is anticipated to be a "package type" station. After the vacuum sites have been selected and approved by the COUNTY, a boundary and topographic survey will be prepared by the CONSULTANT pursuant to Task 3.0. Site design, building design, and onsite pipe design will be provided by the CONSULTANT.

Mechanical and electrical designs of the pumping system ("skid units") will be provided by AIRVAC, INC. and SCADA controls and programs by the COUNTY and AIRVAC, INC.

An enhanced landscape design using native vegetation focused on the perimeter buffers will be prepared in concert with the COUNTY staff.

Any architectural features for aesthetic enhancement of the stations beyond industry standards (using the UTILITIES Spring Lake station as the "Standard"), is outside the CONSULTANT'S scope.

**Task 6.1 - Charlotte County Special Exception**

Preparation of application, supporting documents and graphics for the required Special Exception review process for essential services within a residential zone. This will be required for the two vacuum station sites.

**Task 6 Deliverables:**

- Vacuum station site plans with landscaping
- Vacuum station structural plans (signed and sealed)
- Mechanical and electrical plans

**TASK 7: GRAVITY LIFT STATION DESIGN**

One (1) lift station will be designed. After the site has been selected and approved by the COUNTY, a boundary and topographic survey will be prepared by the CONSULTANT pursuant to Task 4.2. Site design, lift station design, and onsite pipe design will be provided by the CONSULTANT.

Mechanical and electrical designs of the pumping system will be included in the CONSULTANT'S scope. An enhanced landscape design using UTILITIES's typical design will be prepared. A force main to the Edgewater gravity system will be designed.

#### **Task 7.1 - Charlotte County Special Exception**

Preparation of application, supporting documents and graphics for the required Special Exception review process for essential services within a residential zone. This will be required for the lift station and the vacuum station site.

#### **Task 7 Deliverables:**

- Lift station site plan with landscaping
- Lift station design plan and details
- Mechanical and electrical plans

#### **TASK 8: FORCE MAIN DESIGN**

The CONSULTANT will design a maximum diameter of 12" force main from the vacuum station, that will tie into an existing force main (designed by others) at Midway Boulevard within the project area.

The CONSULTANT will also design an 8" force main for any proposed gravity lift station that will tie into Edgewater Drive.

The COUNTY will provide the tie-in pressure to the CONSULTANT for use in sizing the force main pumps. The CONSULTANT is not responsible for modeling the existing force main network or performing any improvements to the existing systems, or determining the design pressure at the tie-in point.

The force main design will be on the same plans as the collection system in plan/profile format.

#### **Task 8 Deliverables:**

- Force Main design (indicated on the collection system plans)

#### **TASK 9: VACUUM, GRAVITY AND LOW PRESURE COLLECTION DESIGN SERVICES**

Based upon the selected collection option as outlined in Task 1, the CONSULTANT shall provide the collection system design that will serve the project area by vacuum, gravity or low pressure. For vacuum areas, standard AIRVAC vacuum sewer collection system will be used.

#### **Task 9.1 - Design Meetings**

The CONSULTANT will attend three (3) design review meetings for each contract area (maximum of 18) at the 60% 90% and 100% level for the vacuum areas and the gravity areas. The meetings will include the COUNTY'S project engineer, the CONSULTANT and other parties deemed necessary, to discuss design and permitting considerations throughout the design phase.

### **Task 9.2 – Collection Design**

The CONSULTANT shall furnish design services necessary to perform project design and prepare construction drawings and specifications for the wastewater system. Drawings shall be accurate, legible and complete in design. The CONSULTANT shall prepare construction plan drawings on 11x17 standard sheets for each area using AutoCAD®. Design drawings shall include plan view, profiles, structural drawings, details, and standards as necessary to construct the project.

Drawings shall be prepared to include plotting of survey data; establishment of mainline grades; and preparation of key map, plan and separate profile sheets, summary of quantities, maintenance of vehicular traffic (typicals only), erosion control drawings (may be combined with plan/profile), and other detail sheets necessary to convey the intent of the design for the scope of services outlined herein.

Two (2) copies of the appropriate drawings, specifications, design notes and computations shall be submitted to the COUNTY at each plan review stage. Plan development at the respective submittal stages shall generally conform to the following.

### **Task 9.3 - Preliminary Drawings (60% Complete)**

The CONSULTANT shall submit to the COUNTY two (2) sets of plans for review purposes. The drawings shall depict existing topographical features, existing and proposed right-of-way and easement lines, and shall contain the following:

- a. Drawings to be produced using AutoCAD® 11x17 format.
- b. Cover Sheet.
- c. Single Plan - Profile Sheets (1"=20' Horizontal Scale)  
(1" = 4' Vertical Scale) (Vacuum plans and low pressure plans)  
Single plan profile (1" = 20, 1" = 4) Gravity plans.
- d. Proposed additions to the existing rights-of-way and preliminary easements necessary, including preliminary parcel sketches.
- e. Vacuum and lift station – preliminary design.
- f. Major storm drainage system and utility conflicts/relocations.
- g. Existing utility locations per as-builts provided by the various utilities for underground facilities (if available), verified by soft dig location methods in required areas.
- h. Project Layout Sheet(s) [1"=200']
- i. Summary of Pay Item Sheet(s) (without quantities).

All known utility conflicts shall be identified on the profile sheets, and the CONSULTANT shall notify affected utilities. Street or speed limit signs, mailboxes, striping patterns and minor incidental items may not be indicated on the drawings.

Comments from the COUNTY shall be limited to elements intended up to the 60% design stage.

### **Task 9.4 - Preliminary Drawings (90% Complete)**



The CONSULTANT shall submit two (2) sets of plans for review purposes. The drawings shall depict existing topographical features, existing and proposed rights-of-way and easement lines, and shall contain the following:

- a. Drawings to be produced using AutoCAD®
- b. Cover sheet
- c. Single plan sheets and profile sheets (1"=20' horizontal scale) (1" = 4' vertical scale).
- d. Proposed additions to the existing rights-of-way and preliminary easements necessary, including preliminary parcel sketches.
- e. Vacuum and lift station – 90% design.
- f. Major storm drainage system and utility conflicts/relocations.
- g. Existing utility locations per as-builts provided by the various utilities for underground facilities (if available), verified by soft dig location methods in required areas.
- h. Project layout sheet(s).
- i. Preliminary quantities and cost estimate in excel format.

All known utility conflicts shall be identified on the profile sheets, and the CONSULTANT shall notify affected utilities. Street or speed limit signs, mailboxes, striping patterns and minor incidental items may or may not be indicated on the drawings.

#### **Task 9.5 - Detail Drawings and Specifications (100% Complete)**

The CONSULTANT shall submit two (2) sets of plans (22" X 34"), one (1) set of half size plans (11" X 17"), and specifications to the COUNTY. The drawings shall be complete construction drawings including a plan for general maintenance of traffic plans and utility adjustments.

The draft bid documents (i.e. technical specifications) will be reviewed by the CONSULTANT, and all others needing to review, for compliance with the COUNTY'S procurement policies and practices, insurance requirements, and other regulations or requirements. The submittal shall include revisions from the 90% review comments. The CONSULTANT shall also provide standard vacuum specification to UTILITIES for use and incorporation into the UTILITIES standards.

#### **Task 9 Deliverables:**

- Drawings at the 90% and 100% completion stages

All final drawings shall be turned over to UTILITIES in AutoCAD Civil 3D format 2010 or higher and shall be in compliance with UTILITIES Design compliance standards dated Nov 1, 2011.

- Specifications at the 100% completion stages
- Recommended UTILITIES standard vacuum specifications
- CONSULTANT's opinion of probable costs at the 90% and 100% completion stages

#### **TASK 10: WATER MAIN DESIGN SERVICES**

### **Task 10.1 – Design of Replacement Water Mains**

Replacement of all existing water mains will be designed by the CONSULTANT within the project area. Plans will be in similar single plan profile format and may be shown on the same vacuum /collection plans. Existing AC pipe will be removed from the project site.

### **Task 10.2 - Design of New Water Mains**

In areas within the collection area that do not have central water, the main line will be designed and permitted as part of the CONSULTANT'S scope. New water mains may be shown on the same collection plans. It is anticipated that approximately 31000 feet along the following streets will require water mains as indicated on Exhibit C:

|                 |      |                   |      |
|-----------------|------|-------------------|------|
| JUNIPER ST      | 1200 | SOTLIFF AVE       | 580  |
| BRENDLE ST      | 2100 | HERSHELL AVE      | 756  |
| JEANETTE ST     | 1920 | FLAMINGO BLVD     | 1390 |
| TALWELL ST      | 900  | LEDGEWOOD ST      | 630  |
| PARRISH ST      | 900  | LA RUE ST         | 480  |
| WINONA ST       | 1660 | JERNIGAN ST       | 330  |
| TALHEM ST       | 670  | JOWETT ST         | 580  |
| PANOLA ST       | 900  | JONES ST          | 324  |
| FENWAY ST       | 900  | CENTENNIAL LN (1) | 760  |
| SUMAC ST        | 900  | CALHOUN LN (2)    | 720  |
| MERCHANTS AVE   | 1400 | CALDWELL LN (1)   | 568  |
| WINTERS AVE     | 903  | MOFFETT RD        | 648  |
| VARDON AVE      | 898  | WING AVE          | 1224 |
| SHAMROCK AVE    | 892  | RETRIEVER AVE     | 570  |
| VANDERBUILT AVE | 1225 | CONNOLLY AVE      | 809  |
| SICILY AVE      | 2000 | JUNE AVE (LOOP)   | 314  |
| CAGE ST         | 624  |                   |      |
| <b>TOTAL</b>    |      | <b>30675</b>      |      |

Design services for unforeseen additional areas will be funded with the supplemental services. Although the intent is to bid and construct the water mains as part of the sewer construction, an independent set of plans in similar format to the vacuum plans will be prepared by the CONSULTANT for permitting and construction.

#### **Task 10 Deliverables:**

- Water main replacements plans
- Estimated quantities of new and replacement water main
- Estimated cost of new and replacement water mains.

### **TASK 11: UTILITY NOTIFICATION AND COORDINATION**

The requirements of the various utility services shall be recognized and properly coordinated by the CONSULTANT during the project design. The required utility adjustment will be designed by each utility and provided by the affected utility (water, sewer, gas, electrical, telephone, and cable television) on drawings provided to the utility by the CONSULTANT after UTILITIES Base Plan Review Stage (60%).

Copies of all correspondence to and/or from all utilities shall be supplied by the CONSULTANT to the COUNTY.

Work under this task shall include the following:

**Task 11.1 - Utility Notification**

The CONSULTANT shall contact each utility which may have facilities installed within the project corridor, and request the utility to submit drawings of existing and proposed facilities and submit their comments relative to the proposed project.

**Task 11.2 - Utility Coordination**

The CONSULTANT shall send the existing UTILITIES 60% drawings to each utility for their review, requesting them to return drawings showing additions or corrections to existing facilities and their proposed relocation design(s) where adjustments are necessary.

**Task 11.3 - Final Utilities Relocation Drawings**

Utility adjustments provided by the utilities will be shown in the CONSULTANT'S detail drawings at the 90% submittal. If the CONSULTANT receives no response by 15 days after submission to the utilities, the CONSULTANT shall so notify the COUNTY. Unless a response is received within 30 days, it will be assumed they have no additions or corrections to the drawings.

**TASK 12: SUBSURFACE SOILS INVESTIGATION**

A maximum of thirty (34) standard penetration tests (SPTs) will be conducted at strategic locations along the proposed collection system and force main routes, including two (2) at the Large Vacuum Station site, one (1) at the Small Vacuum Station site and one (1) at the lift station site. The CONSULTANT will deliver a soils report to the COUNTY.

The following summarizes the quantity of *soil borings*:

| <u>DESCRIPTION</u>   | <u>DEPTH</u> | <u>QUANTITY</u> |
|----------------------|--------------|-----------------|
| Large Vacuum Station | 30'          | 2               |
| Small Vacuum Station | 30'          | 1               |
| Lift Station site    | 30'          | 1               |
| Collection Area      | 10'          | 30              |

**Subsurface Utility Exploration**

The CONSULTANT will perform the following Subsurface Utility Exploration (SUE) services:

Provide detailed locations of potential conflicts with other utilities after the basic layout of the vacuum mains and known utilities are incorporated in the design plans as provided by the utilities. The CONSULTANT shall select up to five (5) locations where GPR and soft digs will be performed and indicate on the design plans to more accurately identify areas of concern for utility's other than UTILITIES facilities.

**Task 12 Deliverables:**

- Soils report for vacuum/gravity lift station and borings throughout the collection area
- Soft dig reports of five (5) utility locations (other than UTILITIES facilities)
- Survey data of five (5) utility locations

**TASK 13: STORM WATER ENHANCEMENTS**

This task includes stormwater system improvements limited to, swale grading back to the GDC grading plans, and driveway pipe and road culvert structure replacement within the entire project area. Where the sewer installation impacts the existing driveway culverts, the CONSULTANT will develop a specification or notation for the culvert replacement that meets current COUNTY standards for both the roadway and driveway culverts.

Existing road elevations will remain and no road will be substantially elevated as part of this project.

Because this is a restoration and replacement "in kind", no SWFWMD permitting is anticipated for this task.

**Task 13 Deliverables:**

- Utility construction plans including stormwater improvements and replacements with design swale grades per the GDC initial drainage plans, will be included in the bid documents.

**TASK 14: RECLAIMED WATER MAIN DESIGN**

A 12" reclaimed water main will be included in the design plans within the R-O-W of Robinson Avenue (parallel to Edgewater Drive), and along Edgewater from the intersection of Yucatan Circle, easterly along Edgewater drive and tie into the existing reclaimed main just to the west of the intersection of Midway.

The westerly limit of the reclaimed main will be at Robinson Avenue (across from Cabaret Street) to the west where it will be capped for future extension along Edgewater Drive by others.

**Task 14 Deliverables:**

- Design plans of reclaimed water main within the project limits

**TASK 15: PERMITTING ASSISTANCE**

The CONSULTANT shall prepare permit applications for the COUNTY'S signature along with all data and drawing submittals by the agencies requiring permit submittals. The COUNTY shall pay all required permit application fees.

The following permits will be applied for:

- FDEP Notification/Application For Constructing A Domestic Wastewater Collection/Transmission System

- FDEP Notice of Intent to Use the General Permit for Construction of Water Main Extensions and replacements for PWSs
- FDEP Reclaimed water main permit (notification with no new customers)

#### **TASK 16: CONTRACT DOCUMENTS**

Final sets of bidding and contract documents will be prepared for the construction of the associated improvements. The COUNTY shall provide, in electronic format, the contract front end documents to be included in the contract documents. The CONSULTANT will provide technical specifications, bid sheet and construction plans for inclusion into the COUNTY bid package.

##### Task 16 Deliverables:

- Hard copies and PDF copies of 100% bid documents from CONSULTANT for bid incorporation
- Bid forms for bid package
- Pre-qualification documentation for any items developed by the CONSULTANT

#### **TASK 17: BID PHASE SERVICES**

The CONSULTANT shall provide limited assistance with bid phase services during the bid process and contractor selection process.

The CONSULTANT shall be responsible for the following specific tasks:

- Provide assistance with preparation of conformed specifications/contract documents.
- Attendance and participation at the pre-bid meeting.
- Respond to Requests for information.
- The CONSULTANT will review bid information and other contractor data as may be reasonably expected and recommend contract award.

#### **TASK 18: CONSTRUCTION ADMINISTRATION AND INSPECTION**

The CONSULTANT shall provide minimal construction administration services, assisting UTILITIES inspectors for the vacuum sewer portion collection system throughout the 18-month construction time frame.

Tasks generally include advising the COUNTY and assisting with construction questions main line, valve pit and vacuum station construction and assisting with resolving conflicts and construction complaints. The CONSULTANT will provide a construction administrator on a part-time basis for the 18-month time frame, assuming 2 hours per day. In addition, the CONSULTANT will provide an experienced vacuum inspector to help guide and assist UTILITIES inspectors for the first two months of construction. However, the COUNTY will be responsible for all inspection and direction including the inspection of all private onsite lateral connections. CONSULTANT shall be responsible for the following specific tasks:

- Offer field value engineering.

- b. Provide assistance with contract interpretations, and offer recommendations relative to contractor claims during the initial construction time frame.
- c. Provide part-time inspection assistance and guidance services to monitor and observe the quantity of material installed and general compliance to the project specifications excluding the onsite laterals.
- d. The GWE construction administrator will accompany inspectors or personnel from regulatory agencies having jurisdiction over the project.
- e. Operation of customer hotline, logging and reporting status of resolutions to the COUNTY.

### ***Field Observation Reports***

The COUNTY will maintain daily field observation reports throughout the construction phase of the project, when present on the site. The records will display the location (horizontal and vertical as referenced on construction drawings), dates, times, weather conditions, unexpected events which result in work slowdowns or accelerations, accurate lengths and elevations of new and existing pipes and appurtenances within public properties.

The CONSULTANT shall not be responsible for:

- a. Design or surveying issues that were not under the control of the CONSULTANT, or design and surveying issues established prior to this contract agreement.
- b. Construction or contractor responsibilities.
- c. Construction staking or layout.
- d. Lateral inspection on private properties.
- e. Directions relative to any aspect of the means, method, techniques or sequencing of construction.
- f. Issue direction as to Contractor safety precautions and programs in connection with the work.
- g. Shall not attest to the acceptability of work completed by Contractor when not present at the site.
- h. Pending issues outside the scope of work, such as drainage, sidewalk design and inspection, SCADA.
- i. Litigation or claims, or expert witness services.
- j. Construction inspection (other than part time)
- k. Contractor's pay requests or verification of quantities.
- l. As-built or record drawing production.

### **FINAL CERTIFICATIONS**

Upon completion, the contractor (or their surveyor) shall supply record drawings and documentation of the location of the primary components of the pipe network for the CONSULTANT'S use in certifying the vacuum systems. UTILITIES will certify all gravity and LPS systems.

### ***Completion Certifications***

The CONSULTANT will provide certification of substantial completion for the vacuum portion of the project as required by permit, based on record drawings provided by others.

Task 18 Deliverables:

- Completion certifications

**TASK 19: SUPPLEMENTAL SERVICES**

The COUNTY may authorize (in writing) the CONSULTANT to provide out-of-scope, supplemental services related to this project using the Task 19 funds for the following:

- a. EDU counts or water flows to existing COUNTY customers.
- b. Direct costs of mailings, flyers or public relation programs.
- c. Septic tank locations.
- d. All direct governmental or permitting fees.
- e. Expert witness or testimony or any litigation claim process.
- f. Hydrological data, laboratory testing, and environmental permit submittals.
- g. Direct securing of funds (loans/financing) is not included.
- h. Special or detailed septic location information of all services and locations.
- i. Easement acquisition or verification of ownership.
- j. Street and drainage enhancements as related to utility design.
- k. Sidewalk improvements as related to utility design.
- l. Increased service area outside boundaries of proposed project.
- m. Easement stake-out and onsite owner meetings.
- n. Related services as defined by COUNTY.
- o. Assistance with the preparation of graphics for COUNTY'S web page.
- p. Other work as directed.

**COMPENSATION AND SCHEDULE**

The COUNTY will compensate the CONSULTANT, based on the amounts listed on Exhibit D - Compensation for Tasks 1 through 18. Compensation for work authorizations under Task 19 is limited to \$150,000, in accordance with the hourly rate schedule (see Exhibit E).

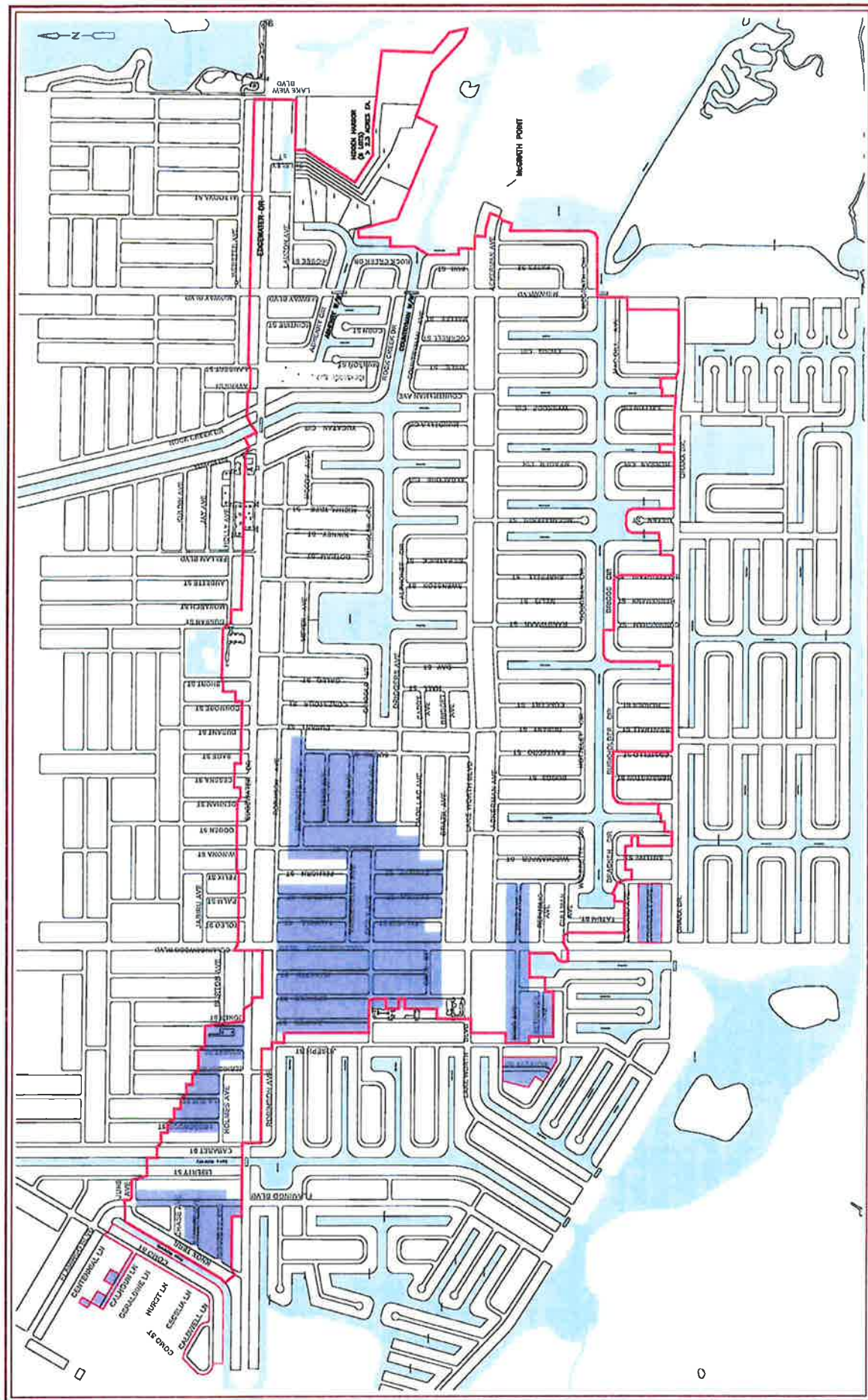
The schedule commences from the date of the Notice to Proceed and assuming the initial proposal concept plan is adopted, generally phased as follows:

1. Survey and design of area that can use existing UTILITIES infrastructure to expand.
2. Vacuum station site selection and design.
3. Vacuum collection areas.

The intent is to commence construction on the first vacuum area shortly after the establishment of the MSBU, anticipated in the Fall of 2016.

The anticipated contract time schedules for the project as shown on Exhibit F.





**EXHIBIT B**  
**WASTEWATER EXPANSION PHASE 2 AREA**





**EXHIBIT D -  
WASTEWATER EXPANSION - PHASE 2 DESIGN  
COMPENSATION FOR TASKS 1 - 19**

Giffels-Webster Engineers, Inc.

| <b>TASKS - DESCRIPTION</b>                                |            | <b>FEE</b>          |
|-----------------------------------------------------------|------------|---------------------|
| TASK 1 - CONCEPTUAL DESIGN AND TECHNICAL MEMORANDUM       | Lump Sum   | \$ 29,290           |
| TASK 2 - PROJECT MANAGEMENT                               | Lump Sum   | \$ 99,540           |
| TASK 3 - PUBLIC INFORMATION AND PRELIMINARY DESIGN REPORT | Lump Sum   | \$ 104,930          |
| TASK 4 - LAND SURVEYING AND ENVIRONMENTAL REVIEW          | Lump Sum   | \$ 219,730          |
| TASK 5 - ONSITE LATERAL CONNECTION DESIGN                 | Lump Sum   | \$ 19,130           |
| TASK 6 - VACUUM STATION DESIGN (2)                        | Lump Sum   | \$ 101,475          |
| TASK 7 - GRAVITY LIFT STATION DESIGN                      | Lump Sum   | \$ 27,370           |
| TASK 8 - FORCE MAIN DESIGN                                | Lump Sum   | \$ 15,610           |
| TASK 9 - VACUUM, GRAVITY & LOW PRESSURE COLLECTION DESIGN | Lump Sum   | \$ 844,612          |
| TASK 10 - WATER MAIN DESIGN SERVICES                      | Lump Sum   | \$ 274,924          |
| TASK 11 - UTILITY NOTIFICATION AND COORDINATION           | Lump Sum   | \$ 6,846            |
| TASK 12 - SUBSURFACE SOILS INVESTIGATION                  | Lump Sum   | \$ 12,680           |
| TASK 13 - STORM WATER ENHANCEMENTS                        | Lump Sum   | \$ 24,590           |
| TASK 14 - RECLAIMED WATER MAIN DESIGN                     | Lump Sum   | \$ 25,935           |
| TASK 15 - PERMITTING ASSISTANCE                           | Lump Sum   | \$ 16,040           |
| TASK 16 - CONTRACT DOCUMENTS                              | Lump Sum   | \$ 38,895           |
| TASK 17 - BID PHASE SERVICES                              | Hourly NTE | \$ 22,320           |
| TASK 18 - CONSTRUCTION ADMINISTRATION AND INSPECTION      | Hourly NTE | \$ 75,000           |
| TASK 19 - SUPPLEMENTAL SERVICES                           |            | \$ 150,000          |
|                                                           |            |                     |
|                                                           |            |                     |
|                                                           |            |                     |
| <b>Total Contract</b>                                     |            | <b>\$ 2,108,917</b> |

## **EXHIBIT E**

### **Hourly Rate Schedule**

| <u>LABOR CATEGORY</u>                            | <u>HOURLY RATE</u> |
|--------------------------------------------------|--------------------|
| Clerical-Technical Services .....                | \$ 60.00 per hour  |
| Construction Inspector .....                     | \$ 70.00 per hour  |
| Senior Construction Inspector .....              | \$ 80.00 per hour  |
| Certified Building Inspector/Plan Reviewer ..... | \$ 90.00 per hour  |
| Construction Administrator .....                 | \$ 110.00 per hour |
| Designer/Engineering Technician .....            | \$ 95.00 per hour  |
| Design Engineer .....                            | \$ 115.00 per hour |
| Project Manager/Senior Engineer .....            | \$ 150.00 per hour |
| Principal .....                                  | \$ 175.00 per hour |
| Expert Witness .....                             | \$ 275.00 per hour |

Note: Land surveying, environmental, electrical and landscaping design services are sub-contracted to outside firms.



# EXHIBIT F

