

CONTRACT NO. 2024000597
AGREEMENT BETWEEN CHARLOTTE COUNTY
and
KIMLEY-HORN AND ASSOCIATES, INC.
for
DESIGN – BURNT STORE WATER RECLAMATION FACILITY MAJOR DESIGN
PERMIT MODIFICATION

THIS AGREEMENT ("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 ("County") and Kimley-Horn and Associates, Inc., 421 Fayetteville St. Ste. 600, Raleigh, North Carolina 27601 ("Consultant").

WITNESSETH

WHEREAS, the County has determined that it is necessary to retain a Consultant to complete a Major Permit Modification and provide a design to increase capacity to a minimum of one million gallons per day ("MGD") for the Burnt Store Water Reclamation Facility ("WRF"), ("Project"); and

WHEREAS, the Consultant has reviewed RFP No. 2024000597 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 No. 2024000597 and the Scope of Services, Project Schedule, and Project Fees incorporated herein.

NOW, THEREFORE, the County and the Consultant, in consideration of the mutual covenants contained herein, do agree to implement the design of the Project, as follows:

ARTICLE 1.
INCORPORATION OF DOCUMENTS

1.1. RFP No. 2024000597, issued by the County on September 19, 2024, and consisting of pages 1 through and including 166; Addendum #1 to RFP 2024000597, issued by the County on October 14, 2024; and the Proposal submitted by Consultant dated October 25, 2024 all filed with the Clerk of the Circuit Court of Charlotte County, Minutes Division, as RFP No. 2024000597, 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, including the Project Schedule and Fee Schedule is attached hereto as **Exhibit A** and is specifically incorporated into and made a part of this Agreement.

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

- 1) This Agreement including Exhibit A;

2) RFP No. 2024000597; and

3) The Proposal submitted by Consultant dated October 25, 2024.

ARTICLE 2.
CONSULTANT'S SCOPE OF SERVICES

2.1. Consultant agrees to perform all the services and provide all the materials for the Project as described in **Exhibit A**, Scope of Services.

2.2. Consultant agrees to provide its services and all materials for the Project described in **Exhibit A**, Scope of Services for the fees contained in **Exhibit A**, Fee 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. If County desires Consultant to perform any additional services related to the Project not specifically contained in **Exhibit A**, 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.

2.4. Consultant agrees to provide its services and materials as contained in the Scope of Services within the timeframes provided in **Exhibit A**, (page 11) Project Schedule.

ARTICLE 3.
COMPENSATION AND PAYMENT FOR CONSULTANT 'S SERVICES

3.1. County shall pay Consultant for those tasks and services provided in **Exhibit A** actually performed by Consultant and in accordance with **Exhibit A** Project Fee Schedule. The total payment to Consultant shall not exceed Three million, Six Hundred Forty-Three Thousand, Five Hundred Twenty-Three Dollars and no cents (\$3,643,523.00) 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 Director of Utilities, 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 Director of Utilities, or his/her designee. Should the Director of Utilities, 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 as are consistent with this standard of care. 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 to the extent 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 are County property and shall be delivered to County upon request without cost, restriction, or limitation as to use regardless of the format of the document (paper or electronic). However, any use subsequent to or other than for 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.

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 it is signed by both parties and shall be completed in accordance with **Exhibit A**, Project Schedule. 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 described in Article 5.1) 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. If the Consultant has abandoned, or provided notice of abandonment of performance, under this Agreement, then the County may terminate this Agreement upon three (3) calendar days' written notice to the Consultant indicating its intention to terminate. The Consultant shall cease work and shall deliver to the County all documents, (including reports, designs, specifications, and all other data described in Article 5.1) 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. Payment for services performed prior to the Consultant's abandonment shall be as stated in Article 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: Kimley-Horn and Associates, Inc.

County: Purchasing Division

Name: Ashley Miele, PE, Project Manager

Name: Kimberly A. Corbett
Senior Division Manager

Address: Kimley-Horn and Associates, Inc.
1800 2nd Street, Ste. 900
Sarasota, FL 334236

Address: Charlotte County Purchasing
18500 Murdock Circle, Suite 344
Port Charlotte, Florida 33948

9.2. Consultant 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. If any provision of this Agreement is 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. If 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 ensure 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 Pursuant to Section 119.0701 of the Florida Statutes, contractors acting on behalf of the County must comply with the public records laws, specifically: a) keep and maintain public records required by the County to perform the contracted services; b) upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as otherwise provided by law; c) ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract; and d) upon completion of the contract, keep and maintain all public records required by the County to perform the service, and meet all applicable requirements for retaining public records.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO RETAIN AND PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT (941) 743-1441, E-MAIL TO RECORDS@CHARLOTTECOUNTYFL.GOV, 18500 MURDOCK CIRCLE, BLDG. B, Suite 109, PORT CHARLOTTE, FLORIDA 33948.

ARTICLE 16. INDEMNIFICATION

16.1. Consultant shall indemnify and hold harmless the County, its Commissioners, officers, employees, agents and volunteers from and against liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of this Agreement.

16.2. PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE

FOR ECONOMIC DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT IF THE CONDITIONS OF SECTION ARE SATISFIED.

ARTICLE 17.
SCRUTINIZED VENDORS

17.1. Pursuant to Section 287.135(3)(b) of the Florida Statutes, Charlotte County may, at its sole option, terminate this Agreement if the Consultant is found to have been placed on the *Scrutinized Companies that Boycott Israel List*, or is engaged in a boycott of Israel.

ARTICLE 18
EMPLOYEE RESTRICTIONS

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

18.2. Pursuant to Section 349.095 of the Florida Statutes, all persons or firms entering into contracts with Charlotte County are required to register with, and use, the E-Verify system of the U.S. Department of Homeland Security to electronically verify the employment eligibility of all newly hired employees. The County may terminate this Agreement for failure on the part of the Consultant to use E-Verify. Contract termination for failure to use E-Verify is not considered a breach of contract pursuant to s. 349.095(2)(c)3, *Fla. Stat.*

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IN WITNESS WHEREOF, the parties hereto have entered into this agreement as of the date and year last written below.

WITNESS:

KIMLEY-HORN AND ASSOCIATES, INC.

Signed by: Lori Gerken

Signed by: [Signature]

Print Name: Lori Gerken

Title: SR VICE PRESIDENT

Date: 4-11-25

Date: 4/11/25

BOARD OF COUNTY COMMISSIONERS
OF CHARLOTTE COUNTY, FLORIDA

ATTEST:

Roger D. Eaton, Clerk of the Circuit
Court and Ex-Officio Clerk to the
Board of County Commissioners

By: [Signature]
Deputy Clerk

By: [Signature]
Joseph M. Tiseo, Chairman

Date: April 8, 2025

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

By: [Signature]
Janette S. Knowlton, County Attorney
LR25-328

Exhibit List:

Exhibit A – Scope of Services, Project Schedule, and Fee Schedule

EXHIBIT A

SCOPE OF SERVICES FOR CHARLOTTE COUNTY BURNT STORE WATER RECLAMATION FACILITY (WRF) MAJOR DESIGN PERMIT MODIFICATION

Project Description

This scope of services consists of professional engineering services for the alternatives evaluation, design, permitting, and construction phase services to increase the capacity of the Burnt Store Water Reclamation Facility, located at 17430 Burnt Store Road in Punta Gorda, from 0.5 million gallons per day (MGD) to a minimum of 1.0 MGD. In recent years, the Burnt Store service area has seen increased growth triggering the need for upgrades and improvements to the utility system to maintain levels of service to the County's customers. The County recently completed the design to expand the Burnt Store WRF to 2.5 MGD but that effort was determined cost prohibitive and deferred to a later date. As such, the improvements achieved from this project are considered interim and Kimley-Horn (Consultant) will offer design alternatives that will achieve the minimum 1.0 MGD capacity.

The current WRF is a domestic wastewater treatment facility that includes two DAVCO steel ring type tanks (containing the biological treatment process, clarifiers, and biosolids storage), a flow equalization tank, disk filters, chlorine contact chambers, percolation ponds, and wet weather storage ponds. The treated effluent can be reused for public access irrigation, sent to restricted access rapid infiltration basins, and/or sent to a deep injection well for disposal. The County intends to engage a Construction Manager at Risk (CMAR) company to work collaboratively with the County and Kimley-Horn to construct the project. Under this Scope of Services, our efforts will include interaction with the CMAR throughout the design, and review of the Guaranteed Maximum Price (GMP) developed by the CMAR during the preconstruction services.

Scope Of Services

Task 1 - Project Management

Under this Task, the Consultant will provide overall project management and coordinate closely with County staff and CMAR to ensure the successful delivery of the Burnt Store WRF expansion project. The Consultant will oversee project execution to maintain progress on schedule, within budget, and in alignment with both County objectives and regulatory requirements. All deliverables will adhere to the Consultant's quality standards and the terms outlined in this agreement.

- A. Project Kick-Off Meeting - The Consultant will prepare an agenda and conduct a kick-off meeting with the County in person or virtually to outline project goals, review the scope of work, establish communication protocols, and discuss regulatory concerns. This meeting will ensure clarity on budget, schedule, deliverables, and the County's expectations. Minutes from the meeting will be prepared and distributed by the Consultant.
- B. Board of County Commissioners (BCC) Presentations – Consultant, in collaboration with the County and the CMAR, will prepare two presentations for the BCC. The first presentation will be a recommendation for design to the BCC after the alternatives analysis is completed, The second presentation will be a request for approval from the BCC once the final design is completed.
- C. The Consultant will coordinate the activities of the Consultant's staff with those of the County and the CMAR and administer communications among the Project team members.
- D. Consultant will prepare a project schedule for preconstruction services (alternatives evaluation, design, and permitting) in Microsoft (MS) Project format and submit to the County for review and comment. The schedule will be updated and submitted with each design plan submittal. The CMAR contractor will be responsible for preparing construction schedules.

- E. The Consultant will prepare monthly progress reports and invoices to be submitted to the County each month to demonstrate work completed in the last monthly period. The progress reports will also identify or forecast any concerns with budget and schedule.
- F. The Consultant will develop and administer a quality assurance program covering the technical work of the project team.
- G. The Consultant will maintain data and information including invoices, progress reports and submittals via email.

Task 2 - Facility Evaluation

During this phase, the Consultant will conduct an evaluation of the existing Burnt Store WRF. The alternatives analysis (Item E below) will form the foundation of a final Basis of Design Report (BODR), detailing the proposed solution to address the County's capacity needs, operational goals, and regulatory requirements.

- A. **Data Collection and Review:** The Consultant will submit a formal data request to the County to obtain relevant design documentation, including record drawings, reports, operational data, and other technical materials for the Burnt Store WRF and associated utilities. The County shall provide available documents to assist in the design process. The Consultant will set up and make available to the County an electronic share file for data delivery. The Consultant will utilize existing data from the 2.5 MGD expansion project to the extent possible as it relates to this project.
- B. **Site Visits:** The Consultant will conduct up to three (3) site visits to the Burnt Store WRF to support data collection efforts and coordinate directly with County operations staff. These visits will allow the Consultant to gather critical site information, address existing operational conditions, and integrate practical solutions into the design.
- C. **Flows, Loadings, Treatment Standards, and Effluent Limitations:** The Consultant will establish the design flows and loadings for the Burnt Store WRF, based on a minimum of 1.0 MGD. The analysis will use operational data from the past three years to identify trends and influent characteristics. The Consultant will review the County's current methodology for predicting future projected flows and refine based on historical data and input from County staff. These findings will summarize the facility's required effluent limitations, considering both existing permits and future regulatory requirements, and be presented in the Alternative Analysis Technical Memorandum (Item E below).
- D. **Alternative Analysis Technical Memorandum:** The Consultant will prepare an Alternatives Analysis that evaluates up to three options for increasing the Burnt Store WRF's capacity and improving operational efficiency. Each will be developed to meet regulatory requirements, address key operational challenges, and align with the County's long-term goals for the facility. The Alternatives Analysis will include an Engineer's opinion of probable construction cost and anticipated design, permitting, and construction schedules.

The following alternatives will be evaluated:

- Alternative 1 – Convert the existing FETP, currently used for sludge holding, to a biological treatment process and add a new sludge holding tank (with ancillary improvements).
- Alternative 2 – Construct a new 0.5 MGD FETP with ancillary improvements.
- Alternative 3 – Convert to the process to MBR with ancillary improvements.

Note: "Ancillary improvements" are required and/or recommended plant improvements needed to meet the rated treatment capacity and FDEP reliability requirements such as structural support, RAS/WAS pumps, electrical and I&C improvements and chlorine contact chamber and filter improvements.

- E. The Consultant will present the Alternatives Analysis Technical Memorandum for County and CMAR review. The Technical Memorandum will include a description, layout sketch, list of equipment, anticipated design and construction schedule, and engineers' opinion of probable project cost for each alternative. Following a workshop to discuss findings, cost and schedule updates as developed by the CMAR and other feedback from the County and CMAR. The Consultant will incorporate comments into a final basis of design report that will be used for FDEP permitting supporting documentation for the selected alternative.

Task 3 – Permitting Services

The Consultant will provide comprehensive permitting support to secure approvals from the Florida Department of Environmental Protection (FDEP) required for the Burnt Store WRF expansion. This Task includes preparing and submitting necessary permit applications, coordinating with regulatory agencies, and responding to agency requests for additional information (RAIs) to ensure timely approvals.

- A. FDEP Major Modification Construction Permit: The Consultant will prepare and submit the required forms for an FDEP major modification construction permit, including Forms 62-620.910(1) and 62-620.910(2). The Consultant will convert the alternatives analysis to a final basis of design report as part of the application to support the permit. The Consultant will also:
 - 1. Prepare for and attend a pre-application meeting with FDEP to ensure the permit application aligns with regulatory expectations and project goals.
 - 2. Include a Collections System Action Plan and a Power Outage Contingency Plan to meet the requirements of F.A.C. 62-600.705.
 - 3. Respond to up to two (2) RAIs from FDEP to clarify submitted information. As with the ERP, if additional analysis is requested by FDEP, a separate scope of work may be necessary under supplemental services.
- B. FDEP Environmental Resource Permit (ERP): The Consultant will prepare and submit a FDEP Environmental Resource Permit Minor Modification application package consisting of required applications and construction plans. It is assumed that all required supporting documentation for the permit application will be provided by the County. The County shall be responsible for paying all permit application fees directly to the permitting agencies. The scope of this task includes:
 - 1. Prepare for and attend a pre-application meeting with the County and FDEP.
 - 2. Prepare and submit a single FDEP Environmental Resource Permit Minor Modification to the FDEP ERP 177761.
 - 3. Respond to up to two (2) RAIs from FDEP. It is understood that these RAIs will seek clarification on the submitted information and not require new analysis. Should additional analysis be requested, a separate scope of work may be necessary under supplemental services.
- C. Development Review Committee (DRC) Approval: Consultant will prepare and submit a DRC application. The following County permitting services are included in this task:
 - 1. Prepare and submit County DRC application package.
 - 2. Review and provide responses for up to two (2) RAIs received from the County's department.

Task 4 - 60% Design Phase

Based on the selected alternative, the Consultant will develop detailed drawings and specifications in accordance with the Construction Specifications Institute (CSI) format and with the latest version of the CCU Design Compliance standards. These contract documents will address general project requirements, product specifications, and installation procedures to ensure clarity for bidders and contractors.

Preparation of draft Drawings and Specifications: The Consultant will provide a draft level completion submittal that generally consists of the following:

1. Cover, General Notes, Drawing Index, Symbols and Legend Sheets
2. Draft technical specifications, including placeholders for incomplete sections
3. Preliminary designs for civil and mechanical processes
4. Internal technical and constructability reviews
5. Assistance to CMAR on budget updates. The Consultant will assist the CMAR by reviewing proposed design documents with CMAR estimators, responding to questions and providing clarification on the intent of the design.
6. Draft Submittal package will be prepared and submitted to the CMAR and the County for review and comment.
7. Engineer's Opinion of Probable Cost (EOPC).

Task 5 - 90% Design Phase

- A. The 90% design submittal will consist of 60% design components and the following:
 1. Incorporation of the County's and CMAR's 60% review comments draft technical specifications, including placeholders for incomplete sections;
 2. All proposed construction detail sheets;
 3. Internal technical and constructability reviews;
- B. The Consultant will assist the CMAR by reviewing proposed design documents with CMAR estimators, responding to questions and providing clarification on the intent of the design. The draft submittal package will be prepared and submitted to the CMAR and the County for review and comment.

Task 6 - Final Design Phase

Based on the County's and CMAR's draft review comments and discussions, the Consultant will advance the 90% design drawings and technical specifications to 100% complete.

- A. The Consultant will assist the CMAR in providing budget updates by reviewing the proposed design documents with the CMAR estimators, responding to questions and providing clarification of the final design.
- B. The Consultant and the CMAR will prepare the 100% submittal package consisting of construction drawings and technical specifications, and revisions to the recommended construction sequencing/phasing plan. Upon completion of the final design, the Consultant will provide the following:
 1. Two (2) full-size sets of drawings (22" x 34") and two (2) (8.5" x 11") hard copies of the specifications.

2. Electronic copies of the drawings and specifications in PDF format; and AutoCAD files of all drawings to support the COUNTY's future operations and record-keeping.

Task 7 - CMAR Support Services

It is understood the County shall have the CMAR under contract shortly after the initial alternatives analysis in Task 2 is completed. The CMAR firm shall serve as the construction manager, providing preconstruction services during the design process, such as constructability reviews, work package and scheduling/sequencing recommendations, construction cost estimating, and value engineering.

The relationship between the CMAR and Consultant is intended to be collaborative, with both participating as advisors to the County during the pre-construction phase (Design Phase). It is the County's desire to incorporate a contractor's perspective and input to the project planning and design decisions, and to leverage the ability for early procurement and phased construction prior to full completion of design. The following tasks define the specific efforts to be performed and completed by the Consultant during the pre-construction (Design Phase) of the Project:

- A. **Cost Model and GMP Review:** The Consultant will coordinate with the CMAR and the County to provide input and information on equipment and other major capital cost items throughout the design phase and subsequent cost model updates (based on the 60% and 90% design submittals) developed by the CMAR.

Using the cost models and GMPs as the basis for the total construction costs, the Consultant will coordinate with the County regarding additional County administrative costs, engineering fees, construction administration and inspection fees, and, if applicable, County contingency to develop a Total Project Cost Estimate (TPCE).

- B. **Early Procurement Activities:** The Consultant will coordinate with the CMAR and the County to develop an equipment and materials procurement plan, including identification of items to be selected and/or procured early based on "best value" and/or low-bid strategies, and define the parameters associated with "best value" selection as applicable. Those items and design packages selected for early procurement shall also identify the acceptable manufacturers and associated bid documents requirements.

The Consultant will coordinate with the CMAR and County to develop up to three packages of the applicable front-end documents, technical specification and supporting design drawings for early procurement of long-lead equipment items with the specific acceptable manufacturers; coordinate with the CMAR as part of the bidding process and prepare addendum; and assist the County and the CMAR with review of the supplier proposals and bid packages and the subsequent selection process.

It is assumed that the CMAR shall be responsible for the packaging of front-end documents, technical specifications, and applicable design drawings developed by the Consultant; submittal of packages to applicable manufacturers or vendors; coordination of vendor proposals; pre-selection of equipment and appurtenances; delivery of detailed design criteria and documents of selected equipment to the Consultant for further use and incorporation into detailed design documents; and coordination of delivery, storage, installation, startup, and payment of procured items.

- C. **General CMAR Coordination:** General coordination with the CMAR during the pre-construction phase (Design Phase) shall include:
 1. Coordination with the County regarding development of the CMAR construction and/or post-construction phase contract and applicable County front-end documents and Consultant's Division 1 specifications.

2. Meeting with and soliciting input from the CMAR during design development on a bi-weekly basis throughout design.
3. Providing input to the construction management plan and schedule development.
4. Evaluating alternative systems and materials proposed or suggested by the CMAR.
5. Responding to constructability review comments.
6. Providing input to Maintenance of Plant Operations (MOPO) plan and schedule.
7. Attending subcontractor pre-selection meetings conducted by the CMAR as appropriate.

Should the County be unable or unwilling to accept the CMAR GMPs and instead decide to procure and deliver the Project using a traditional "design-bid-build" delivery method, subsequent modifications to the front-end documents, technical specifications, and associated design drawings specifically applicable to the CMAR delivery method will need to be updated under an amendment (supplemental services) to this scope of services.

In addition, any additional services in support of the bidding activities for a "design-bid-build" delivery method, including the preparation of bid document sets, participating in a pre-bid conference, responding to bidder questions, preparing applicable addenda, attendance of the bid opening, assistance in evaluating bids, and participating in a pre-construction conference with the selected contractor, will need to be updated under an amendment (supplemental services) to this Scope of Services.

Task 8 - FIELD SERVICES

The Consultant will review the available information as provided by the County for the following services. Any additional services will be provided as an addendum (supplemental services) to this scope of services and will not be provided without written authorization from the County.

A. Geotechnical Services

The Consultant will contract with a geotechnical subconsultant to provide geotechnical services; perform geotechnical explorations at the proposed new tank locations as determined by the Consultant. A total of eight (8) Standard Penetration Tests (SPT) borings to a depth of up to two-hundred (200) feet for tank foundation recommendations.

Provide evaluation and recommendation of different soil density methods including aggregate soil injection/compaction method.

B. Boundary and Topographic Survey Services

The Consultant will contract with a survey subconsultant to provide surveying services within the project area. These services will consist of the following tasks:

1. Topographic survey of approximately 11 Ac. located in Charlotte County, Florida.
2. The survey will locate and identify the following within the survey limits:
 - a. Roads (size and type of material).
 - b. Trees (by species, i.e.; Oak, etc.) with a Diameter at Breast Height (D.B.H.) greater than 4-inches.
 - c. Above ground features within the project area including, utility poles, above ground utilities including tanks and structures, culverts, fence lines, wetland jurisdictional lines, soil borings and other visible features within the project area which are pertinent to design and construction activities.

- d. Invert elevations on culverts, storm drain structures and sanitary sewer structures.
- e. Locate swales and ditches including top of bank.
- f. Appurtenances, paint marks, flagging and other indicators of the presence of underground utilities including SUE locates.
 - i. Topographic cross sections will be taken at 100-foot intervals and extend throughout the property. Site elevations will be provided at grade breaks and at changes in direction on surface
 - ii. All elevations established will be in feet, will be referenced to existing published NGS/Charlotte County benchmarks, and will refer to North American Vertical Datum (N.A.V.D.) of 1988. A minimum of two (2) permanent Benchmarks, establishing vertical control for the project, will be placed where appropriate. Provide temporary benchmarks placed at intervals not to exceed 1,000 feet within the project area. All monumentation found or set will be identified on the survey drawing(s).
 - iii. All data will be referenced to Florida State Plane Coordinates – North American Datum (NAD) 83/2011 datum – Florida West Zone.
 - iv. Subconsultant will provide the survey drawing(s) AutoCAD format.

C. SUE Locates

The Consultant will contract with a SUE subconsultant to provide utility locates services within the project area. Services will include a GPR survey of around the existing treatment facility and up to 25 SUE locates. Depth, size, material type will be provided for the new locates.

Consultant will have surveyor coordinate with SUE, ecological, and geotechnical engineering companies to gather all elements into a single base map survey. This Task does not include title searches. Utilization of the above equipment and methods is the industry recognized procedure for finding and locating underground utilities and features. Although effective and reliable, there is the possibility that all utilities may not be detected due to environmental conditions, soil conditions, water table, excessive depth, and/or feature makeup and Consultant will not be held liable for any undetected utilities.

Task 9 - Services During Construction (Office)

The construction observation fee estimate for this Task is based on an 18-month construction duration. The Consultant will provide general Office Services During Construction (SDC) including:

- A. Pre-Construction Conference: The Consultant will attend a Pre-Construction Conference prior to commencement of construction activity.
- B. Visits to Site and Observation of Construction: The Consultant will make site observations up to 8 hours per week during 72 weeks of active construction; prepare for and attend up to thirty-six (36) 2-hour meetings. Such observations will not be exhaustive or extend to every aspect of Contractor's work. Observations will be limited to spot checking, selective measurement, and similar methods of general observation. Based on information obtained during site visits, the Consultant will evaluate whether the Contractor's work is generally proceeding in accordance with the Contract Documents, and Consultant will keep Client informed of the general progress of the work.

The Consultant will not supervise, direct, or have control over Contractor's work, nor shall the Consultant have authority to stop the Work or have responsibility for the means, methods, techniques, equipment choice and usage, schedules, or procedures of construction selected by the

Contractor, for safety programs incident to Contractor's work, or for any failure of the Contractor to comply with any laws. The Consultant does not guarantee the performance of any Contractor and has no responsibility for the Contractor's failure to perform its work in accordance with the Contract Documents.

- C. Recommendations with Respect to Defective Work: The Consultant will recommend to Client that the Contractor's work be disapproved and rejected while it is in progress if, on the basis of its observations, the Consultant believes that such work will not produce a completed Project that generally conforms to the Contract Documents.
- D. Clarifications and Interpretations: The Consultant will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents. Any orders authorizing variations from the Contract Documents will be made by the County.
- E. Shop Drawings and Samples: The Consultant will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, schedules, or procedures of construction or to related safety programs.
- F. Inspections and Tests: The Consultant may require special inspections or tests of Contractor's work as the Consultant deems appropriate and may receive and review certificates of inspections within Consultant's area of *responsibility* or of tests and approvals required by laws or the Contract Documents. The Consultant's review of certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not be an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. The Consultant will be entitled to rely on the results of such tests.
- G. Applications for Payment: Based on its observations and on review of applications for payment and supporting documentation, the Consultant will determine amounts that the Consultant recommends the Contractor be paid. Such recommendations will be based on Consultant's knowledge, information, and belief, and will state whether in Consultant's opinion Contractor's work has progressed to the point indicated, subject to any qualifications stated in the recommendation. For unit price work, Consultant's recommendations of payment will include determinations of quantities and classifications of Contractor's work, based on observations and measurements of quantities provided with pay requests. Consultant's recommendations will not be a representation that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work, or involved detailed inspections.
- H. Substantial Completion: Consultant will, after notice from Contractor that it considers the Work ready for its intended use, in company with Client and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list. Attend up to 40 hours of equipment start-up testing and/or trouble shooting assistance.
- I. Final Certifications: Consultant will prepare the forms and compile the supporting documentation to request final certification for permits. The documents will be submitted for County review and signature prior to final submittal to regulatory agencies.

J. Preparation of Record Drawings: Based upon signed and sealed survey information provided by the Contractor, Consultant will prepare electronic record drawings and submit two (2) sets of full-sized (24" x 36") record drawings to the County.

K. Consultant will prepare a facility operation and maintenance manual as required by 62-600, F.A.C.

SERVICES DESCRIBED IN TASKS 10-14 WILL NOT BE PERFORMED UNLESS WRITTEN AUTHORIZATION FROM THE COUNTY IS RECEIVED

Task 10 - New Stand-Alone Headworks

This design will not begin or be billed without approval from CCU. The Consultant will develop detailed 60%, 90%, and final drawings and specifications in accordance with the Construction Specifications Institute (CSI) format and the most current version of the CCU Design Compliance Standards for a new 2.5 MGD AADF stand-alone headworks structure that will serve the expanded to a minimum of 1.0 MGD Burnt Store WRF and be capable of serving the future 2.5 MGD (expandable to 7.0 MGD) new WRF. The new headworks will include mechanically cleaned fine screens and grit removal that can be expandable to meet the future capacity expansions of the new WRF. This design will include a new on-site force main and meter with an evaluation of the on-site force main to determine if upsizing is required. Design services will include additional geotechnical evaluations for the structure foundation recommendations, survey, electrical, structural, site civil including upsizing of the existing onsite force main, replacement of flow meter, and mechanical design services. It is understood that if the County authorizes this task, an additional 36 weeks for design and 52 weeks for construction will be required to complete the task from the time of authorization.

Task 11 - New Flow Equalization (EQ) Tank

This design will not begin or be billed without approval from CCU. Consultant will develop detailed 60%, 90%, and final drawings and specifications in accordance with the Construction Specifications Institute (CSI) format and the most current version of the CCU Design specifications for a new minimum 1.0 MG stand-alone headworks flow equalization tank structure that will serve the expanded minimum 1.0 MGD Burnt Store WRF and be capable of serving the future 2.5 MGD (expandable to 7.0 MGD) new WRF. The new EQ tanks will include jet mixing and aeration systems, transfer pumps, and site piping with provisions to support future capacity expansions of the new WRF. Design services will include additional geotechnical evaluations for the structure foundation recommendations, survey, electrical, structural, site civil, and mechanical design services. It is understood that if the County authorizes this task, an additional 16 weeks for design and 36 weeks for construction will be required to complete the task from the time of authorization.

Task 12 - New Flow Splitting Structure

This design will not begin or be billed without approval from CCU. Consultant will develop detailed 60%, 90%, and final drawings and specifications in accordance with the Construction Specifications Institute (CSI) format and the most current version of the CCU Design specifications for a new flow splitting structure that will serve the expanded minimum 1.0 MGD Burnt Store WRF and be capable of serving the future 2.5 MGD (expandable to 7.0 MGD) new WRF. The new flow splitting structure will include site piping with provisions to support future capacity expansions of the new WRF. Design services will include additional geotechnical evaluations for the structure foundation recommendations, survey, electrical, structural, site civil, and mechanical design services. It is understood that if the County authorizes this task, an additional 16 weeks for design and 36 weeks for construction will be required to complete the task from the time of authorization.

Task 13 – Temporary Supplemental Treatment Plant Plan

The Consultant will work to develop a contingency plan to provide additional temporary capacity in the event the selected alternative cannot be constructed and operational before the demand for treatment capacity exceeds the permitted treatment capacity of the existing facility. Alternatives for the contingency plan will consist of up to three temporary treatment plant rental options and one existing treatment plant rerating option. The contingency plan will include a construction cost opinion and schedule for the selected alternative. The schedule will include “triggers” that will cause the contingency plan to be implemented and operational before the treatment capacity demand exceeds the available treatment capacity. If needed, design and permitting of the contingency plan will be provided as a separate task. Construction of the selected alternative will continue in parallel with the contingency plan. All rental costs for the selected alternative shall be paid for directly by Charlotte County. Once the selected alternative is constructed and operational, the contingency capacity components will be decommissioned and removed. It is understood that if the County authorizes this task, an additional 4 weeks will be required to complete the task.

Task 14 – Temporary Supplemental Treatment Plant

If the County authorizes implementation of the Temporary Supplemental Treatment Plant Plan, the Consultant will provide the necessary design, permitting and construction phase services to make the Temporary Supplemental Treatment Plant operational. Once the selected alternative is constructed and operational, the contingency capacity components will be decommissioned and removed. It is understood that if the County authorizes this task, an additional 12 weeks for design and 16 weeks for construction will be required to complete the task from time of authorization.

Task 15 – Supplemental Services

This task will not proceed until a separate authorization to proceed with detailed scope of services and fee is issued by the County. The Consultant will perform supplemental services at the request of the County on an as-needed basis pertaining to this contract. Supplemental Services may include but are not limited to the following:

1. Additional meetings
2. Additional site visits
3. Additional field data collection
4. Contract amendments if design-bid-build delivery is selected

The project schedule will be adjusted in accordance with the services authorized by the County.

ANTICIPATED SCHEDULE

This schedule is based on several Tasks being performed concurrently and assumes a two week review by the County for each submittal. The start date will be the date of the authorization of the Agreement by the County. This Agreement will remain in effect through the completion and acceptance of the project by the County. A MS Project Schedule will be submitted to the County within ten (10) days of the project kickoff meeting.

| DESCRIPTION | SCHEDULE |
|---|--------------------|
| Notice to Proceed | TBD |
| Facility Evaluation and Alternatives Analyses | 12 weeks after NTP |
| Submit FDEP Permit Application | 24 weeks after NTP |
| 60% Design Submittal | 22 weeks after NTP |
| 90% Design Submittal | 26 weeks after NTP |
| Final Submittal for Construction | 30 weeks after NTP |

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FEE SCHEDULE

| TASK | DESCRIPTION | FEE |
|-------------|--|-----------------------|
| 1 | PROJECT MANAGEMENT (LS) | \$57,003.00 |
| 2 | FACILITY EVALUATION (LS) | \$152,558.00 |
| 3 | PERMITTING SERVICES (LS) | \$145,409.00 |
| 4 | 60% DESIGN PHASE (LS) | \$257,812.00 |
| 5 | 90% DESIGN PHASE (LS) | \$158,654.00 |
| 6 | FINAL DESIGN PHASE (LS) | \$79,327.00 |
| 7 | CMAR SUPPORT SERVICES (T & M, NTE) | \$96,258.00 |
| 8 | FIELD SERVICES (T & M, NTE) | \$159,664.00 |
| 9 | SERVICES DURING CONSTRUCTION (OFFICE) (T & M, NTE) | \$375,407.00 |
| 10 | NEW STAND-ALONE HEADWORKS (LS) | \$1,044,000.00 |
| 11 | NEW FLOW EQUALIZATION TANK (LS) | \$450,577.00 |
| 12 | NEW FLOW SPLITTING STRUCTURE (LS) | \$225,693.00 |
| 13 | TEMPORARY SUPPLEMENTAL TREATMENT PLANT PLAN (LS) | \$37,419.00 |
| 14 | TEMPORARY SUPPLEMENTAL TREATMENT PLANT (LS) | \$250,000.00 |
| 15 | SUPPLEMENTAL SERVICES (HOURLY, NTE) | \$250,000.00 |
| | TOTAL NTE PROJECT FEE | \$3,643,523.00 |

RATE SCHEDULE FOR SUPPLEMENTAL SERVICES

| CLASSIFICATION/JOB TITLE | FEE RATE (\$/HR) |
|--------------------------|------------------|
| Senior Professional II | \$360 - \$400 |
| Senior Professional I | \$265 - \$370 |
| Project Engineer II | \$220 - \$285 |
| Project Engineer I | \$175 - \$270 |
| Inspector | \$170 - \$245 |
| Analyst I | \$160 - \$220 |
| Support Staff | \$130 - \$155 |