

CONTRACT NO. 2021000513
AGREEMENT BETWEEN CHARLOTTE COUNTY
and
GIFFELS-WEBSTER ENGINEERS, INC.
for
ENGINEERING SERVICES –
LAKE VIEW/MIDWAY WATER QUALITY IMPROVEMENTS

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 engineering services to complete a preliminary engineering report, plans and specifications, and construction engineering services of the wastewater system and potable water system improvements for the Lake View/Midway Water Quality Improvements project (hereinafter the "Project"); and

WHEREAS, the Consultant has reviewed RFP No. 2021000513 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 2021000513 and the Scope of Services, 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. 2021000513, issued by the County on July 21, 2021, and consisting of pages 1 through and including 18, with attached Potable Water Service Program: Area 1 Preliminary Engineering Report dated March 20, 2010; Addendum #1 to RFP No. 2021000513, dated August 11, 2021; and the Proposal submitted by Consultant dated August 19, 2021, all filed with the Clerk of the Circuit Court of Charlotte County, Minutes Division, as RFP No. 2021000513, 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 containing the Project Services is attached hereto as **Exhibit A**. The Project Boundary is attached hereto as **Exhibit B**. Project Fees are attached hereto as **Exhibit C**. The Hourly Rate Schedule is attached hereto as **Exhibit**

D. The Project Schedule is attached hereto as **Exhibit E**. **Exhibits A through E** 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. 2021000513; and
- 3) The Proposal submitted by Consultant dated August 19, 2021.

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, within the Project boundaries as described in **Exhibit B**, Project Boundary, both attached hereto.

2.2. Consultant agrees to provide its services and all materials for the Project described in **Exhibits A and B** for the fees contained in **Exhibit C**, Compensation for Tasks 1 – 21, and **Exhibit D**, 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 Project not specifically contained in **Exhibits A and B**, 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 E**, Timeline.

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 **Exhibits A, C and D**. The total payment to Consultant shall not exceed Four Million Eight Hundred Eight Thousand Six Hundred Thirty-Two Dollars and no cents (\$4,808,632.00) 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 and shall become the property of and

shall be delivered to County 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 E**, Timeline. 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.

Name: Kimberly A. Corbett
Senior Division Manager

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

Address: Charlotte County Purchasing
18500 Murdock Circle, Suite 344
Port Charlotte, Florida 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 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 CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'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 558.0035 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 Contractor 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 of unauthorized aliens a violation of Section 274A of the INA. Such violation by the Contractor of the employment provisions contained in Section 274A of the INA shall be grounds for termination of this Agreement by the County.

In addition, pursuant to Section 448.095 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 Contractor to use E-Verify. Contract termination for failure to use E-Verify is not considered a breach of contract pursuant to s. 448.095(2)(c)3 of the Florida Statutes.

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

WITNESS:

GIFFELS-WEBSTER ENGINEERS, INC.

Signed by: *Julie Conturain*

Signed by: *Shill*

Print Name: *Julie Conturain*

Title: *President GWE*

Date: *3-2-22*

Date: *3-2-22*

ATTEST:

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

By: *Dawn Smolewski*
Deputy Clerk

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

*CHRISTOPHER E. CONSTANCE
VICE-CHAIR*

By: *Christopher E. Constance*
FOR: William G. Truex, Chairman

Date: *March 2, 2022*

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: *Janette S. Knowlton*
Janette S. Knowlton, County Attorney
LR 22-0198 *JS*

Exhibit List:

- Exhibit A** – Scope of Services
- Exhibit B** – Project Boundary
- Exhibit C** – Compensation for Tasks 1 – 21
- Exhibit D** – Hourly Rate Schedule
- Exhibit E** – Project Timeline

EXHIBIT A

2/9/2022

SCOPE OF SERVICES

Giffels-Webster Engineers (GWE) (herein called CONSULTANT) will provide specific tasks for the Charlotte County Lake View Midway 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 will be limited to the work effort outlined in this scope associated in general with improvements in the project area including a new sewer collection system, storm water replacements and maintenance and potable water main replacements or installations.

TASK 1: PRELIMINARY DESIGN REPORT

The project boundary, containing *approximately* 3,200 connections, is indicated on Exhibit B – Project Boundary. A combination of vacuum, low pressure and gravity may be required to serve the area with sewer.

The CONSULTANT will prepare a Preliminary Design Report meeting SRF or other funding agency requirements for the purposes of financing, outlining the options, and making recommendations for sewer service within the project area. The report will evaluate sewer collection system concepts, potential vacuum/pump station sites, sewer transmission concepts, construction sequencing, impacts to and recommendations regarding the potable water main system and storm drainage facilities, preliminary cost estimates, and other recommendations based upon appropriate engineering standards. Existing sewer areas within the project boundary will also be discussed regarding changes and consideration to be taken that benefit the project design.

The CONSULTANT will attend up to three (3) project status meetings with CCUD and assist with identifying the project goals and areas served with the recommended type of collection system.

The CONSULTANT will attend up to three (3) PDR public meetings to present the summarized report to the public and to satisfy SRF or other funding agency requirements for the purposes of financing, and support outlining the options, details and recommendations for sewer within the project area.

Deliverables:

- Project status meeting minutes
- Draft and Final Preliminary Design Report
- Presentation (.ppt format) for public meeting in format for meeting SRF funding or other agency funding

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 meetings with COUNTY staff.
- g. Update the project schedule and implement corrective measures to maintain the schedule.
- h. Coordinate permit submittals.
- i. Oversee public outreach services.
- j. Coordinate design with Edgewater Widening and Midway Sidewalk consultant
- k. Coordinate design with other County departments including public works for storm water drainage, roadways, bridges and sidewalk/pedestrian pathway improvements.

Deliverables:

- Updated project schedules (quarterly)
- Meeting minutes as appropriate
- Information for consultants on the Edgewater widening and Midway sidewalk project

TASK 3: PUBLIC INFORMATION

The CONSULTANT will assist the COUNTY with a limited public information program. The COUNTY will assist the CONSULTANT, set up and participate in the meetings. Meetings are anticipated to be held, as follows:

- a. The CONSULTANT will attend up to three (3) informal meetings/workshops (informal open house meetings) per construction contract area (approximately 4 hours) for a maximum of fifteen (15) 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.
- b. Board of County Commission (BCC) MSBU Meeting – The CONSULTANT will prepare an estimate of probable construction cost shortly after PDR public meetings and present the estimate to the BCC and provide an updated status of the design.
- c. The COUNTY 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.

Deliverables:

- Attendance at Meetings
- Project specific graphics
- Exhibits/demos for design for public meetings

TASK 4: VACUUM VENDOR QUALIFICATION

This task includes the development of a process which may include a Request for Qualification (RFQ) for the selection of a Vacuum Sewer System Manufacturer vendor or other evaluation method as required for the selected vacuum sewer collection system for the ENGINEER to use as a basis of design for the project.

The CONSULTANT will help develop the process as needed and facilitate the preselection process in concert with COUNTY utility and purchasing staff. This process will differentiate between those system components that are preselected and those that are part of the competitive bid package.

The CONSULTANT will develop the required process materials, scope format, documents, and forms for the RFQ as needed in compliance with Charlotte County Purchasing and FDEP SRF bidding requirements. The Consultant will provide reasonable assistance with County Purchasing

development of the documents, selection committee, ranking criteria and any other process needs to meet the funding agency requirements. GWE will participate in the selection process, provide input and technical responses to questions for addendums and evaluate proposals received from vendors.

Deliverables:

- Selection process materials
- RFQ contract document, if needed
- Signed Memo with recommendation for qualified vacuum vendor.

TASK 5: LAND SURVEYING

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, permanent and temporary construction easements will be provided by the CONSULTANT through the survey SUB-CONSULTANT utilizing surveyors licensed in the state of Florida. The surveyor will rely on existing base and aerial mappings from the COUNTY to utilize as a base, enhanced with the minimum necessary topographic information to design and construct the project.

Note: The CONSULTANT will rely on GIS elevation contours for the Red Bay Terrace right of way.

Task 5.1 - Control Survey

Produce horizontal and vertical control for the project area which will be established according to the following criteria:

The control points will be set in locations away from record plat control points to avoid any chances of mistaking the project control point for a plat or right of way/permanent easement control point.

- A. Establish and reference horizontal and vertical survey control points along the project route at a maximum of 500' intervals. Control points will be consistent, accurate and tie together for the project area.
- 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 5.2 - Design Survey (in conformance with the CCU Design Compliance Standards dated November 1, 2011 unless specifically modified herein) All mapping and survey efforts will be prepared in accordance with the minimum standard set forth by the Florida Board of Professional Surveyors and Mappers, pursuant to Section 472.027, Florida Statutes and Chapter 5J-17, Florida Administrative Code)

SUB-CONSULTANT will prepare the following:

- A. Once all investigative work has been completed, perform field surveying to enhance aerial base with additional topography.

MSBU and Existing Sewer Area:

- a. Data collection to include, but not limited to, sidewalks, utility poles, utility pole guy anchors, water line features (valves, meters, hydrants and blow off valves), sewer and drainage structures including topo/depth over waterway structures and headwalls (rim, invert, pipe size and pipe material, with the next upstream or downstream structure when located outside the mapping corridor), street signage and lighting, mailboxes, curbing, roadways (paved and unpaved), transformers, utility pedestals, pull boxes, driveways (elevations at center of each driveway, at pavement edge and on approximate R-O-W), driveway culverts and headwalls, planter and landscaped area limits, and any improvements within the R-O-W.
- b. Trees within the R-O-W in excess of 4" and approximate vegetation edges.
- c. Collect approximate garage finished floor topo (one shot in front garage/lanai/driveway end) within the project limits.
- d. Cross sections at 100-foot intervals (7 topo shots).
- e. Description of each type of driveway (concrete, asphalt, painted, stamped or specialty driveways), of all existing homes.
- f. Collect horizontal and vertical data for proposed subsurface utility exploration (SUE) locations (max 20 SUE locations).
- g. Bridge and bathymetric survey of waterway at planned crossings including:
 - i. Abhenry
- h. On-site septic tank locations for each property located by others with marking flag

Force Main (FM) Area (Toledo Blade/Cochran and US41):

- a. Data collection to include, but not limited to, sidewalks, utility poles, utility pole guy anchors, water line features (valves, meters, hydrants and blow off valves), sewer and drainage structures including topo/depth over waterway structures and headwalls (rim, invert, pipe size and pipe material, with the next upstream or downstream structure when located outside the mapping corridor), street signage and lighting, mailboxes, curbing, roadways (paved and unpaved), transformers, utility pedestals, pull boxes, driveways (elevations at center of each driveway, at pavement edge and on approximate R-O-W), driveway culverts and headwalls, planter and landscaped area limits, and any improvements within the R-O-W.
 - b. Trees within the R-O-W in excess of 4" and approximate vegetation edges.
 - c. Cross sections at 100-foot intervals (7 topo shots).
 - d. Description of each type of driveway (concrete, asphalt, painted, stamped or specialty driveways), of all existing homes.
 - e. Collect horizontal and vertical data for proposed subsurface utility exploration (SUE) locations (max 20 SUE locations).
 - f. Bridge/Structure at planned waterway crossings including:
 - i. Auburn
 - ii. Courtland
 - iii. Pellam
 - g. CCU Lift Station 92 (CVS) US41 and Midway Blvd
- B. Prepare a Digital Terrain Model (DTM) - A three-dimensional surface with one (1) foot contour intervals of the project area.**
- C. Prepare basemaps of the project area.**
- a. The basemap will be based on the record plats and will include the platted; lot numbers, lot lines, rights of ways, and easements. The basemap will also depict any easements of record that are referenced for the plat on the County Clerk of the Courts, Condominium and Subdivision website.
 - b. The basemap will depict the approximate centerline alignments for each roadway, with stations at 100 foot intervals.

- c. The basemap will depict any recovered permanent reference monuments (PRM) and permanent control point (PCP) located adjacent to the right of ways within the defined project area, along with the new control points used for this project, both horizontal and vertical.
- d. The basemap will depict County Property Appraisers property identification (PID) and the physical address for each property within the defined project limits.
- D. Produce four (4) boundary, topographic and tree surveys of the proposed vacuum or pump station site(s).
 - a. two (2) vacuum station sites and two (2) other pumps station sites
 - b. Produce current surveys for County Site Plan review.

Task 5.3 - Easement Parcel Descriptions and Sketches

SUB-CONSULTANT will prepare and provide descriptions and sketches, signed and sealed by a licensed 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 will be compensated per each unit based on each parcel affected by one of these types of easements. It is assumed that a total of ten (10) easements will be required for the project.

Deliverables:

- Control survey for project areas
- Field survey (AutoCAD file with survey point data) for project areas
- Signed and sealed vacuum station/lift station site surveys
- Easement parcel descriptions and sketches

TASK 6: PROTECTED SPECIES ASSESSMENT

This task will include field and office work necessary to conduct a Protected Species Assessment (PSA) in accordance with Florida Fish and Wildlife Conservation Commission (FWC) guidelines. The consultant will conduct field work assessment of project boundary area for planned disruption to identify natural resources. Locations will be marked with handheld GPS and photo documentation will be included. The consultant will use information gathered in the field to prepare report detailing the type and location of identified natural resources. Report will include appropriate action for each that may include avoidance, monitoring, or permitting/relocation.

Deliverables:

- A PSA for the MBSU, the Existing Sewer Area, the Force Main area, and up to four parcels that will contain Pump Stations

TASK 7: CULTURAL RESOURCES DESKTOP ANALYSIS

This task will conduct the research, analysis and prepare a Technical Memorandum detailing the Desktop Analysis. The task will utilize digitalized data at the Florida Master Site File (FMSF), the Charlotte County Property Appraiser, and previous archaeological reports in the area. The task will also evaluate the archaeological/historical potential of the project area and delineate areas of high, moderate, and low areas of archaeological potential and evaluate the need for recordation of any potential historical resources for a CRAS, if necessary, based on the anticipate scope of work and above and below ground activities.

Once we understand what archaeological or historical resources are in the area and/or the potential for new resources we can decide if further investigation is necessary. A proposal for conducting this additional work can be provided in the event that permits and/or coordination relative to a standard

Cultural Resources Assessment Survey (CRAS) can be provided using funds from the supplemental services task.

Deliverables:

- Desktop analysis – MSBU Area
- Desktop analysis – FM Area

TASK 8: SEPTIC LOCATION SERVICES

The CONSULTANT will locate on-site septic tanks for the purposes of locating sewer connection points. Data from available public records, information obtained in public meetings, customer mailings and field investigations will be utilized.

The CONSULTANT will prepare and mail septic tank location forms to the property owners requesting septic tank locations, for the MSBU area.

The CONSULTANT will provide field location services to locate septic systems that are not indicated on the septic tank location forms or obtained from sources listed above. Not all septic systems may be located despite our best efforts. For those septic systems that are not located, CONSULTANT will place the service lateral using their best judgment or utilize information provided by the County. The CONSULTANT will incorporate approximate septic tank locations on the design plans at the 90% design level.

Deliverables:

- Septic Tank Location database
- Septic tank locations indicated on the design plans

TASK 9: VACUUM STATION DESIGN

Site and Vacuum Station Design: Two (2) vacuum stations will be designed. Both stations are anticipated to be large conventionally built with concrete, block and trusses similar to past County vacuum stations. After the vacuum sites have been selected and approved by the COUNTY, a boundary and topographic survey will be prepared by the CONSULTANT. Site design, building design, and onsite pipe design will be provided by the CONSULTANT.

Conventional building plans meeting the minimum requirements to obtain a County Building permit (by contractor) will be developed. Stormwater attenuation or SWFWMD permitting is not anticipated nor included for the pump station site.

The use of generator subbase fuel tanks are anticipated. Fuel tanks larger than 1500 gallons, external above ground fuel storage tank, fuel piping systems and fuel storage tank monitoring systems are not included. Additional design services will be performed if additional fuel capacity is needed. These efforts are considered additional services and are included under Supplemental Services Task.

Energy calcs for HVAC are not included for the pump stations as it's a ventilated building. The control room space will be conditioned by an appliance type air conditioner.

Sizing of electrical service and design is included.

Electrical power service, SCADA controls and programs by the COUNTY.

The CONSULTANT will work with the Vacuum Sewer System Manufacturer vendor to provide the vacuum station equipment component sizing of the tank, vacuum pump size and quantity and sewage pumps.

Prefabricated Vacuum Equipment including vacuum collection pump and tank system, an effluent pumping system, control panel and electrical gear will be utilized.

It is assumed that the vacuum vendor will provide all specific mechanical and electrical design including pumps, tanks, piping, instrumentation and controls, panels, and structural details necessary to provide a complete prefabricated, pre-tested package "skid" unit. In addition, the vacuum vendor will review all vacuum system component sizing and hydraulics and offer input as well as coordinate with the CONSULTANT throughout the design process.

A landscape design using approved CCUD plants per CCU Design Compliance Standards dated November 1, 2011 and meeting County code, focused on the perimeter buffers will be prepared to meet minimum County requirements for County landscape permit but will include sufficient plants similar to previous vacuum station states.

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

Charlotte County Special Exception and Site Plan Review: Preparation of application, supporting documents and graphics for the required Special Exception review process for essential services within a residential zone and Site plan review are anticipated. This will be required for the two vacuum station sites.

Special Exception process(s): The CONSULTANT will participate in the special exception process for two (2) vacuum stations to offer input and assist with answering questions during review.

Site Plan Review process(s): The CONSULTANT will participate in the site plan review process for two (2) vacuum stations to offer input and assist with answering questions during review.

Deliverables:

- Vacuum station site plans with landscaping
- Complete applications for site plan and special exception review
- Vacuum station floor plans and elevations views
- Vacuum station structural plans
- Mechanical and electrical plans

TASK 10: GRAVITY LIFT STATION DESIGN

Two (2) standard CCU lift station is anticipated in the Crestview Circle and Hidden Harbor estates area. After the site has been selected and approved by the COUNTY, a boundary and topographic survey will be prepared by the CONSULTANT. Site design, lift station design, and onsite pipe design will be provided by the CONSULTANT.

Submersible pumps, wet well, piping, valves and appurtenances will be designed based on Charlotte County Utilities Department standard details for Wastewater lift Stations and CCU Lift Station Policy. Pump selection will be provided by the COUNTY.

The use of generator subbase fuel tanks are anticipated. Fuel tanks larger than 1500 gallons, external above ground fuel storage tank, fuel piping systems and fuel storage tank monitoring systems are not included. Additional design services will be performed if additional fuel capacity is needed. These efforts are considered additional services and are included under Supplemental Services Task.

Electrical power service, SCADA controls and programs by the COUNTY.

A landscape design using approved CCUD plants per CCU Design Compliance Standards dated November 1, 2011 and meeting County code, focused on the perimeter buffers will be prepared to meet minimum County requirements for County landscape permit but will include sufficient plants similar to previous lift station sites.

Charlotte County Special Exception and Site Plan Review: Preparation of application, supporting documents and graphics for the required Special Exception review process for essential services within a residential zone and Site plan review are anticipated. This will be required for the two lift station sites.

Special Exception process(s): The CONSULTANT will participate in the special exception process for two (2) lift stations to offer input and assist with answering questions during review.

Site Plan Review process(s): The CONSULTANT will participate in the site plan review process for two (2) lift stations to offer input and assist with answering questions during review.

Deliverables:

- Lift station site plan with landscaping
- Complete applications for site plan and special exception review
- Lift station design plan and details
- Mechanical and electrical plans

TASK 11: COLLECTION SYSTEM DESIGN DEVELOPMENT

Based upon the selected collection option as outlined in Task 1, the CONSULTANT will provide the collection system design that will serve the MSBU and the existing sewer areas with vacuum, gravity or low pressure. For vacuum areas, the selected Vacuum Sewer System Manufacturer system will be used.

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

Drawings will 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.

PDF sets of the appropriate drawings, specifications, design notes and computations will be submitted to the COUNTY at each plan review stage. Plan development at the respective submittal stages will generally conform to the following.

Task 11.1 - Design Meetings

The CONSULTANT will attend three (3) design review meetings for each of the contract areas (maximum of 9) at the 60% 90% and 100% level. 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 11.2 - Collection Design (60% Complete)

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

- a. Drawings to be produced using AutoCAD® 11x17 format.
- b. Cover Sheet.
- c. Project Layout Sheet(s) [1"=200']
- d. Single Plan - Profile Sheets (1"=20' Horizontal Scale)
(1" = 4' Vertical Scale) (Vacuum plans, gravity and low pressure plans)
- e. Proposed additions to the existing rights-of-way and preliminary easements necessary, including preliminary parcel sketches.
- f. Vacuum and lift station – preliminary design.
- 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.

All known utility conflicts will be identified on the profile sheets, after the CONSULTANT notifies 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 will be limited to elements intended up to the 60% design stage.

Task 11.3 - Collection Design (90% Complete)

The submittal will include revisions from the 60% review comments. The CONSULTANT will submit PDF sets of plans for review purposes. The drawings will depict existing topographical features, existing and proposed rights-of-way and easement lines, and contain the following:

- a. updated plan profile sheets
- b. Proposed additions to the existing rights-of-way and preliminary easements necessary, including preliminary parcel sketches.
- c. Vacuum and lift station – 90% design.
- d. Culvert replacements and utility conflicts/relocations.
- e. 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.

Provide Preliminary quantities and cost estimate in excel format.

Task 11.4 - Collection Design Detail Drawings and Specifications (100% Complete)

The submittal will include revisions from the 90% review comments.

The CONSULTANT will submit PDF sets of plans and specifications to the COUNTY. The drawings will be complete construction drawings including a plan for general maintenance of traffic plans and utility adjustments.

Final quantities and cost estimates will be provided.

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.

Deliverables:

- Drawings at the 60%, 90% and 100% completion stages
- Specifications at the 100% completion stages
- CONSULTANT's opinion of probable costs at the 90% and 100% completion stages

TASK 12: FORCE MAIN DESIGN

The CONSULTANT will provide the force main (FM) system design. The CONSULTANT will design the following force mains for the project:

Proposed Station FM

- a. A maximum diameter of 12" force main from the two vacuum stations and two lift stations, that will tie into a proposed transmission main.

Transmission Mains

- a. A maximum diameter of 12" force main along Midway across US41 for LS 92 on the north side of US41 and Midway
- b. Transmission main system design including (County to confirm sizes):
 - i. 16" FM along Midway from Edgewater Drive to Lakeview Blvd
 - ii. 24" FM along Midway from Lakeview Blvd to US 41
 - iii. 20" FM along Lakeview Blvd from Midway to Cochran.
 - iv. 20" FM along Toledo Blade / Cochran Blvd from Lakeview to easterly SR776
 - v. 16" FM (route TBD) along Edgewater Drive from Lakeview Blvd to Altoona master lift station
 - vi. 12" FM along Midway from Ackerman project to Altoona master lift station

The CONSULTANT will furnish design services necessary to perform project design and prepare construction drawings and specifications for the wastewater system. The CONSULTANT will prepare construction plan drawings on 11x17 standard sheets for each area using AutoCAD®. Design drawings will include plan view, profiles, and standards as necessary to construct the project. The design will be shown on the collection plans.

Drawings will 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 (typical 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.

PDF sets of the appropriate drawings, specifications, design notes and computations will be submitted to the COUNTY at each plan review stage. Plan development at the respective submittal stages will generally conform to the following.

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. CONSULTANT will coordinate with other CCU modeling consultants to verify the type, size and service extents of the proposed and/or relocated facilities.

Abhenry waterway water crossing: It is understood CCU desires the proposed utilities be designed to pass over top of major waterways. The CONSULTANT will provide structural design services for the

Abhenry waterway aerial crossing. The CONSULTANT will design and develop structural plan details for separate aerial crossing supports. It is assumed the structures will consist of prestressed pile bents with a concrete cap with formed cradles with up to four (4) supports per crossing.

Auburn, Courtland, and Pellam drainage structure crossing: It is understood CCU desires the proposed utilities be designed to pass over top of major drainage structures such as concrete box culverts. It is assumed the force main will cross over the top, under the sidewalk, of the drainage structures. Structural design for aerial crossings are not anticipated. Additional protection measures may be needed over drainage structures due to cover depths available.

New force mains may be shown on the same collection plans in plan/profile format.

Design services for unforeseen additional areas will be funded with the supplemental services.

Task 12.1 – FM Design (60% Complete)

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

- a. Drawings to be produced using AutoCAD® 11x17 format.
- b. Cover Sheet.
- c. Project Layout Sheet(s) [1"=200']
- d. Single Plan - Profile Sheets (1"=20' Horizontal Scale)
(1" = 4' Vertical Scale)
- e. Proposed additions to the existing rights-of-way and preliminary easements necessary, including preliminary parcel sketches.
- f. Structural plan details for aerial crossing supports
- 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. Protection measures as needed for shallow cover locations.

All known utility conflicts will be identified on the profile sheets, after the CONSULTANT notifies 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 will be limited to elements intended up to the 60% design stage.

Task 12.2 – FM Design (90% Complete)

The submittal will include revisions from the 60% review comments. The CONSULTANT will submit PDF sets of plans for review purposes. The drawings will depict existing topographical features, existing and proposed rights-of-way and easement lines, and contain the following:

- a. updated plan profile sheets
- b. Proposed additions to the existing rights-of-way and preliminary easements necessary, including preliminary parcel sketches.
- c. Structural plan details for aerial crossing supports
- d. 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.
- e. Protection measures as needed for shallow cover locations.

Provide Preliminary quantities and cost estimate in excel format.

Task 12.3 – FM Design Detail Drawings and Specifications (100% Complete)

The submittal will include revisions from the 90% review comments. The CONSULTANT will submit PDF sets of plans and specifications to the COUNTY. The drawings will be complete construction drawings including a plan for general maintenance of traffic plans and utility adjustments.

Final quantities and cost estimates will be provided.

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.

Deliverables:

- Drawings at the 60%, 90% and 100% completion stages.
- Specifications at the 100% completion stages
- CONSULTANT's opinion of probable costs at the 90% and 100% completion stages

TASK 13: WATER MAIN DESIGN

Replacement of all existing water mains will be designed by the CONSULTANT within the project area. CONSULTANT will coordinate with other CCU modeling consultants to verify the type, size and service extents of the proposed and/or relocated facilities.

New water mains will be shown on the same collection plans in plan/profile format.

Design services for unforeseen additional areas will be funded with the supplemental services.

Deliverables:

- Water main replacements plans included with collection system
- Estimated quantities of new and replacement water main
- Estimated cost of new and replacement water mains.

TASK 14: STORM WATER PIPE REPLACEMENT

This task includes culvert pipe replacement design and coordination with County Public Works limited to driveway culvert and road crossing culvert stormwater pipes within the MSBU rights of ways. Where the utility installation impacts the existing driveway culverts or road crossing culvert pipes, the CONSULTANT will develop a specification or notation that meets current COUNTY standards.

Exclusions:

- i. Inlet pipes, lot pipes, side lot pipes and outfall pipe replacement design are not included.
- ii. Existing road elevations will remain and no road will be substantially elevated as part of this project.
- iii. Extensive drainage pattern analysis and modeling is not included. Because this is a restoration and replacement "in kind", no SWFWMD permitting is anticipated for this task.

Deliverables:

- Utility construction plans including stormwater replacements will be included in the bid documents.

TASK 15: UTILITY NOTIFICATION AND COORDINATION

The requirements of the various utility services will be recognized and properly coordinated by the CONSULTANT during the project design within the MSBU area. 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 the Base Plan Review Stage (60%). Copies of all correspondence to and/or from all utilities will be supplied by the CONSULTANT to the COUNTY.

Work under this task will include the following:

Task 15.1 - Utility Notification

The CONSULTANT will 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 15.2 - Utility Coordination

The CONSULTANT will send the 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 15.3 - 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 will 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.

Deliverables:

- Copied on letters distributed to effected utilities

TASK 16: SUBSURFACE SOILS INVESTIGATION

Task 16.1 – Geotechnical Drilling and Engineering Services

The CONSULTANT, through the geotechnical SUB-CONSULTANT, will provide services on this project to collect site and subsurface data within the project area and summarize test results in the form of a Geotechnical Engineering Report. The SUB-CONSULTANT anticipates that the following services will be required:

Pump & Vacuum Stations

Perform up to four (4) Standard Penetration Test (SPT) borings advanced to depths of thirty (30) feet below existing site grade, one boring will be performed at each pump and vacuum station. (Please note that the number and depths of borings may be adjusted in the field based on existing soil conditions).

MSBU Area

Perform up to three hundred (300) hand-auger borings or push probes to a depth of 5 to 6 feet or practical refusal. Hand augers will be completed an average spacing of 500-1000 feet center to center and will attempt to get two per street, targeting the side of the roadway opposite of the existing watermain.

Perform up to six (6) standard penetration test (spt) borings advanced to depths of seventy-five (75) feet below existing site grade, one boring will be performed at each side of the proposed lake crossings. (please note that the number and depths of borings may be adjusted in the field based on existing soil conditions).

FM Area Toledo Blade / Cochran Boulevard and US41

Perform up to two (2) standard penetration test (spt) borings advanced to depths of forty-five (45) feet below existing site grade, borings will be located at each side of the intersection at us41 and midway blvd. (please note that the number and depths of borings may be adjusted in the field based on existing soil conditions).

Perform up to three (3) standard penetration test (spt) borings advanced to depths of thirty (30) feet below existing site grade, borings will be located along Cochran Blvd. at each conveyance crossing. (please note that the number and depths of borings may be adjusted in the field based on existing soil conditions).

Perform up to fifteen (15) hand-auger borings to a depth of 5 to 6 feet or practical refusal. Hand augers will be completed an average spacing of 500-1000 feet center to center, targeting the side of the roadway opposite of the existing watermain.

Report

Summarize activities on this project in the form of a geotechnical engineering report, which will include the test procedures used, the data collected, a discussion of project specific geotechnical concerns, our engineering evaluation and recommendations, a site plan showing the test locations, and a software generated log of each test boring.

Task 16.2 – Subsurface Utility Exploration (SUE)

The CONSULTANT will provide Subsurface Utility Designation, Subsurface Location and SUE Survey Services. Services include:

ASCE Quality Level “B” Designation - Utilizing electromagnetic designating equipment including Ground Penetrating Radar (GPR), designate and mark location of found underground utilities.

ASCE Quality Level “A” Location - Provide a maximum of 40 test holes (VVH – verified vertical and horizontal) on utilities that maybe in conflict with the project objective.

Deliverables:

- Geotechnical report
- MSBU and Existing Sewer area SUE reports of twenty (20) utility locations
- Force main area SUE reports of twenty (20) utility locations

TASK 17: PERMITTING ASSISTANCE

The CONSULTANT will prepare permit applications for the COUNTY'S signature along with all data and drawing submittals by the agencies requiring permit submittals upon approval of the 90% Plans. The CONSULTANT will respond to requests for additional information (RAI's) from the agencies. Permit application filing fees will be paid for by the COUNTY. The CONSULTANT will prepare applications for the anticipated permits for this project and task are listed herein.

1. FDEP Notification/Application For Constructing A Domestic Wastewater Collection /Transmission System
 - a. MSBU area (2 areas)
 - b. FM Area
2. FDEP Notice of Intent to Use the General Permit for Construction of Water Main Extensions and replacements for PWSs (2 areas)
3. FDOT utility accommodation permit
 - a. FM Area
4. FDEP Environmental Resource Permit (ERP): This task includes providing an environmental narrative and exhibits in support of a ERP application. It is also assumed this permit includes review by the FWC and no additional permit application is needed.
5. USACE Permitting: This task includes preparing application Form 4345.
6. Charlotte County Building Permitting: Assist Contractor with documentation required for County building permits for vacuum stations.

Deliverables:

- Completed application package for each permit listed

TASK 18: CONTRACT DOCUMENTS

Up to five (5) final sets of bidding and contract documents will be prepared for the construction of the associated improvements. The COUNTY will 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.

Deliverables:

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

TASK 19: BID PHASE SERVICES

The CONSULTANT will provide limited assistance with bid phase services for up to five (5) contract areas during the bid process and contractor selection process.

The CONSULTANT will be responsible for the following specific tasks:

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

TASK 20: CONSTRUCTION ENGINEERING SERVICES

The CONSULTANT will provide professional services during the construction phase of the project. Tasks generally include advising the COUNTY and assisting inspectors for the vacuum sewer portion collection system with construction questions main line, valve pit and vacuum station construction and assisting with resolving conflicts and construction complaints. The COUNTY will be responsible for

all construction program management and inspection and direction. CONSULTANT will be responsible for the following specific tasks:

- A. General Program Management
 - a. Maintaining routine contact and discussing construction progress and project developments with the County's Project Manager (PM).
 - b. Phone calls, emails, and coordination with the County's Project Manager and other County staff, including assisting the County's Project Manager with miscellaneous minor project related questions and general consultation with respect to the Contractor's contractual obligations.
 - c. Document control including maintaining files of correspondence, meeting minutes, Contract Documents, Change Orders, Field Changes, RFI's, additional Drawings issued subsequent to the execution of the Contract, progress reports, Shop Drawing and Sample submittals, regulatory correspondence, close-out, as built and record drawings and other Project-related documents.
- B. Pre-Construction Conference
 - a. The CONSULTANT will prepare for and lead a pre-construction conference with the construction contractor and COUNTY after the issuance of the Notice to Proceed.
- C. Progress Meetings
 - a. The CONSULTANT will lead construction progress meetings as required, including the preparation of agendas, and the preparation and distribution of meeting summaries.
- D. Submittals
 - a. The CONSULTANT will review submittals, shop drawings, material samples, results of tests and inspections, SRF requirement compliance, and other construction-related data, which the construction contractor is required to submit. The CONSULTANT will confirm all submittals and track and review the submittals with the County Project Manager (PM).
- E. Requests for Information (RFI's)
 - a. The CONSULTANT will provide technical clarification and interpretation of the drawings and technical specifications. Confirm all RFI's are submitted and documented and review RFI's with County PM.
- F. Requests for Proposal for additional Construction (RFP's)
 - a. If requested by the County PM, the CONSULTANT will prepare and submit RFP's to the construction contractor for additional construction. The CONSULTANT will review, analyze, and make recommendations to the County PM regarding proposals made by the construction contractor in response to these RFP's. It is further assumed that no additional design is required for the additional construction.
- G. Permit Certifications (Vacuum Sewer)
 - a. Upon completion, the contractor (or their surveyor) will supply passing test results and 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. The COUNTY will certify all water, gravity and LPS systems. The CONSULTANT will obtain all required signatures and submit in compliance with the regulatory agency's requirements and provide a copy to the County PM.
- H. Startup and Testing
 - a. The CONSULTANT will be present for startup and testing of the vacuum/pump stations and transmission main and assist with startup and testing of the improvements.
- I. Construction Close-out
 - a. The CONSULTANT will collect necessary items required in the General Conditions and Supplemental General Conditions from the construction contractor and review the documentation to complete project close-out.

J. Asbuilt Drawing Review

- a. The CONSULTANT will review Contractor as-builts for general conformance with design drawings. The CONSULTANT will NOT be responsible for record drawings. The Asbuilts/Record Drawings will be provided by the Contractor's surveyor in accordance with County Standards.

Deliverables:

- Pre-Construction Conference Meeting Minutes
- Progress Meeting Minutes
- Submittals
- RFI(s), as needed
- RFP(s), as needed
- Permit Certifications
- Start-up and Testing
- Close-out Documents
- Asbuilt Drawing Review

TASK 21: SUPPLEMENTAL SERVICES

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

- a. EDU counts or water flows to existing COUNTY customers.
- b. Water main design
- c. Reclaimed water main design.
- d. Direct costs of mailings, flyers, or public relation programs.
- e. All direct governmental or permitting fees.
- f. Traffic studies of any kind.
- g. Environmental permitting beyond scope.
- h. Benthic (i.e., seagrass, oyster beds, etc.) surveys;
- i. Formal Section 7 Consultation and Biological Opinion/Assessment Preparation with USFWS.
- j. Coordination with USCG and National Marine Fisheries Service (NMFS) may be required for this project to address bridge structures and potential in-water work that may affect protected species, such as the manatee and smalltooth sawfish.
- k. Wetlands monitoring compensation or impacts.
- l. Stormwater modeling or stormwater management
- m. Expert witness or testimony or any litigation claim process.
- n. Hydrological data, laboratory testing, and environmental permit submittals.
- o. Direct securing of funds (loans/financing) is not included.
- p. Easement acquisition or verification of ownership.
- q. Street and drainage enhancements beyond replacement in kind of existing infrastructure
- r. Sidewalk improvements.
- s. Increased service area outside boundaries of proposed project.
- t. Related services as defined by COUNTY.
- u. Assistance with the preparation of additional graphics for the COUNTY'S web page, as needed, beyond the originally posted graphics to the website when the project website is launched
- v. Additional soils borings
- w. Maintain customer "hot line" for duration of design phase.
- x. Other work as directed.

ADDITIONAL CONTRACT TERMS

Project Guidelines and Assumptions: The following project guidelines and assumptions apply to this scope of services and the estimated services fee for this Project. Should the work of the Project exceed these guidelines and assumptions, the CONSULTANT may request additional fees from the COUNTY.

- A. Project management time is dependent on the schedule of the work. If the schedule is extended for reasons not caused by the CONSULTANT, and approved by the COUNTY, the CONSULTANT will request additional compensation for reasonable project management, construction management, inspection, and other direct cost in writing for COUNTY approval.
- B. The COUNTY's Project Manager will be the single point of contact with the CONSULTANT regarding decisions on field changes or additions. The CONSULTANT will not be responsible for subsequent changes, including contractor rework, should the COUNTY reconsider its decision.
- C. The COUNTY will maintain daily field observation reports for the CONSULTANT throughout the construction phase of the project. 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, test results and elevations of new and existing pipes and appurtenances
- D. The CONSULTANT's Construction Phase services will commence with the COUNTY issuing a written Notice to Proceed to the CONSULTANT and will end pursuant to the schedule exhibit. Should the contract duration for one or more contracts be exceeded, the CONSULTANT will request additional compensation for reasonable project management, construction management, inspection, and other direct cost in writing for COUNTY approval prior to services being provided.
- E. The CONSULTANT will not be responsible for:
 - a. Loan and grant compliance
 - b. Protected species management and relocation
 - c. Materials testing
 - d. Contract management software services
 - e. Onsite plumbing or lateral inspection on private properties.
 - f. Design or surveying issues that were not under the control of the CONSULTANT, or design and surveying issues established prior to this contract agreement.
 - g. Construction or contractor responsibilities.
 - h. Construction staking or layout.
 - i. Construction inspection (other than part time)
 - j. Contractor's pay requests or verification of quantities.
 - k. As-built or record drawing production.
 - l. Directions relative to any aspect of the means, method, techniques, or sequencing of construction.
 - m. Will not attest to the acceptability of work completed by Contractor when not present at the site.
 - n. Pending issues outside the scope of work.
 - o. Litigation or claims, or expert witness services.

COMPENSATION AND SCHEDULE

2/9/2022

The COUNTY will compensate the CONSULTANT, based on the amounts listed on Exhibit C - Compensation for Tasks 1 through 21. Compensation for work authorizations under Task 21 is limited to the amounts listed in Exhibit C, in accordance with the hourly rate schedule (see Exhibit D – Schedule of Fees).

The schedule commences from the date of the Notice to Proceed and assuming the initial preliminary design report is adopted, generally phased as follows:

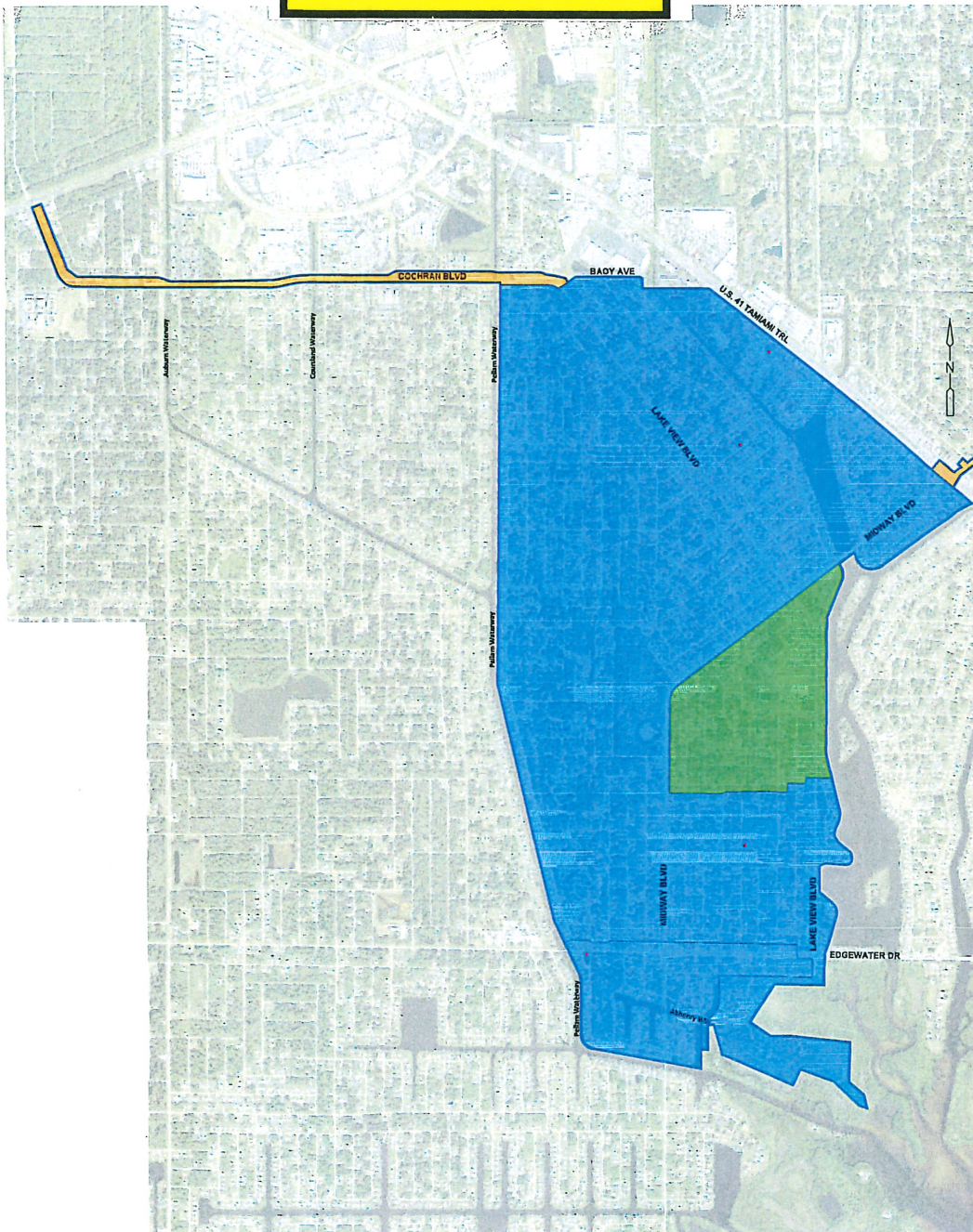
1. Survey and design of area that can use existing UTILITIES infrastructure to expand.
2. Vacuum/pump station site selection and design.
3. Vacuum, gravity and/or low pressure collection areas.

The intent is to commence construction on the first vacuum area shortly after the establishment of the MSBU, anticipated in the year 2023.

The anticipated contract time schedules for the project as shown on Exhibit E- Work Plan Timeline.

PROJECT BOUNDARY

EXHIBIT B



LEGEND:

- PROJECT BOUNDARY
- MSBU AREA
- EXISTING SEWER AREA
- F.M. ONLY AREA

GWE GIFFELS-WEBSTER
ENGINEERS, INC.

Exhibit "C"

LAKEVIEW MIDWAY DESIGN COMPENSATION FOR TASKS 1 - 21

Giffels-Webster Engineers, Inc.

		MSBU PROJECT AREA	+	EXISTING SEWER AREA	+	FORCE MAIN AREA	=	TOTAL
TASKS - DESCRIPTION		FEE		FEE		FEE		FEE
TASK 1.0 - PRELIMINARY DESIGN REPORT	Lump Sum	\$ 85,194		\$ 9,466		\$ -		\$ 94,660
TASK 2.0 - PROJECT MANAGEMENT	Lump Sum	\$ 198,744		\$ 26,026		\$ 11,830		\$ 236,600
TASK 3.0 - PUBLIC INFORMATION	Hourly	\$ 42,980		\$ -		\$ -		\$ 42,980
TASK 4.0 - VACUUM VENDOR QUALIFICATION	Hourly	\$ 13,300		\$ -		\$ -		\$ 13,300
TASK 5.0 - LAND SURVEYING								
TASK 5.1 - CONTROL SURVEY	Lump Sum	\$ 88,880		\$ 14,410		\$ 4,840		\$ 108,130
TASK 5.2 - DESIGN SURVEY	Lump Sum	\$ 201,410		\$ 32,780		\$ 11,330		\$ 245,520
TASK 5.3 - EASEMENT PARCEL DESCRIPTIONS & SKETCHES	Lump Sum	\$ 7,150		\$ -		\$ -		\$ 7,150
TASK 6.0 - PROTECTED SPECIES ASSESSMENT	Lump Sum	\$ 31,050		\$ 5,750		\$ 1,380		\$ 38,180
TASK 7.0 - CULTURAL RESOURCES DESKTOP ANALYSIS	Lump Sum	\$ 2,270		\$ -		\$ 1,393		\$ 3,663
TASK 8.0 - SEPTIC LOCATION SERVICES	Hourly	\$ 35,265		\$ -		\$ -		\$ 35,265
TASK 9.0 - VACUUM STATION DESIGN	Lump Sum	\$ 394,950		\$ -		\$ -		\$ 394,950
TASK 10.0 - LIFT STATION DESIGN	Lump Sum	\$ 196,970		\$ -		\$ -		\$ 196,970
TASK 11.0 - COLLECTION SYSTEM DESIGN DEVELOPMENT								\$ -
TASK 11.1 - DESIGN MEETINGS	Lump Sum	\$ 10,920		\$ 5,460		\$ -		\$ 16,380
TASK 11.2 - COLLECTION DESIGN (60%)	Lump Sum	\$ 672,600		\$ 101,560		\$ -		\$ 774,160
TASK 11.3 - COLLECTION DESIGN (90%)	Lump Sum	\$ 424,455		\$ 73,525		\$ -		\$ 497,980
TASK 11.4 - DETAIL DRAWINGS & SPECIFICATIONS (100%)	Lump Sum	\$ 163,005		\$ 47,145		\$ -		\$ 210,150
TASK 12.0 - FORCE MAIN DESIGN								\$ -
TASK 12.1 - FM DESIGN (60%)	Lump Sum	\$ 40,320		\$ -		\$ 121,200		\$ 161,520
TASK 12.2 - FM DESIGN (90%)	Lump Sum	\$ 29,470		\$ -		\$ 145,375		\$ 174,845
TASK 12.3 - DETAIL DRAWINGS & SPECIFICATIONS (100%)	Lump Sum	\$ 15,270		\$ -		\$ 57,080		\$ 72,350
TASK 13.0 - WATER MAIN DESIGN	Lump Sum	\$ 388,840		\$ 62,265		\$ -		\$ 451,105
TASK 14.0 - STORM WATER PIPE REPLACEMENT	Lump Sum	\$ 75,200		\$ 24,800		\$ -		\$ 100,000
TASK 15.0 - UTILITY NOTIFICATION & COORDINATION								\$ -
TASK 15.1 - UTILITY NOTIFICATION	Lump Sum	\$ 4,879		\$ 287		\$ 574		\$ 5,740
TASK 15.2 - UTILITY COORDINATION	Lump Sum	\$ 5,687		\$ 335		\$ 669		\$ 6,690
TASK 15.3 - FINAL UTILITIES RELOCATION DRAWINGS	Lump Sum	\$ 23,367		\$ 1,375		\$ 2,749		\$ 27,490
TASK 16.0 - SUBSURFACE SOILS INVESTIGATION								\$ -
TASK 16.1 - GEOTECHNICAL DRILLING AND SERVICES	Lump Sum	\$ 51,102		\$ 2,271		\$ 3,407		\$ 56,780
TASK 16.2 - SUE	Lump Sum	\$ 42,667		\$ 2,133		\$ 8,533		\$ 53,334
TASK 17.0 - PERMITTING ASSISTANCE	Hourly	\$ 34,500		\$ 6,900		\$ 10,710		\$ 52,110
TASK 18.0 - CONTRACT DOCUMENTS	Lump Sum	\$ 63,896		\$ 3,994		\$ 11,981		\$ 79,870
TASK 19.0 - BID PHASE SERVICES	Hourly	\$ 32,656		\$ 4,082		\$ 4,082		\$ 40,820
TASK 20.0 - CONSTRUCTION ENGINEERING SERVICES	Hourly	\$ 328,499		\$ 52,797		\$ 18,644		\$ 399,940
TASK 21.0 - SUPPLEMENTAL SERVICES	Hourly	\$ 170,000.00				\$ 40,000.00		\$ 210,000
Total		\$ 3,875,495		\$ 477,360		\$ 455,776		\$ 4,808,632

EXHIBIT "D"

Hourly Rate Schedule

<u>LABOR CATEGORY</u>	<u>HOURLY RATE</u>
Clerical-Technical Services.....	\$65.00 per hour
Data Collection Assistant.....	\$75.00 per hour
Construction Inspector.....	\$85.00 per hour
Senior Construction Inspector.....	\$95.00 per hour
Engineer Technician/Designer.....	\$105.00 per hour
Senior Designer/Senior Engineering Technician.....	\$110.00 per hour
Design Engineer.....	\$135.00 per hour
Certified Building Inspector/Senior Designer.....	\$130.00 per hour
Construction Administrator.....	\$150.00 per hour
Project Manager/Senior Engineer, P.E.	\$175.00 per hour
Principal Engineer P.E.	\$225.00 per hour
Expert Witness.....	\$275.00 per hour

Outside services used will be billed at invoice amount.

Mileage will be reimbursed at the standard rate allowed by the IRS for the given year.

