

THIS AGREEMENT, is made and entered into this 18 day of May 2022 by and between the Village of Estero, a municipal corporation of the State of Florida, whose address is 9401 Corkscrew Palms Circle #101, Estero, Florida 33928, hereinafter referred to as the "Village," and Tetra Tech, Inc. whose address is 10600 Chevrolet Way, Suite 102, Estero, FL 33928, hereinafter referred to as the "Bidder."

WITNESSETH

WHEREAS, the Village has determined that it is necessary to retain the Bidder for the purpose of providing Design and Permitting Services for its Broadway Avenue East Utilities Extension Project (UEP); and

WHEREAS, these services have been competitively bid in accordance with Ordinance 2015-06; and

WHEREAS, the Bidder is qualified, willing and able to provide and perform all such services in accordance with the terms and conditions of Village of Estero Bid No. CN 2022-04; and

WHEREAS, the Bidder's proposal was reviewed and selected pursuant to CN 2022-04 on February 22, 2022 by the Village Council; and

WHEREAS, the Village, has determined that it would be in the best interest of the Village to award a contract to Bidder for the rendering of those services described in the Scope of Services until the services are satisfactorily completed.

NOW, THEREFORE, the Village and the Bidder, in consideration of the mutual covenants contained herein, do agree as follows:

ARTICLE 1.

RECITALS & INCORPORATION OF DOCUMENTS

1.1. The above-stated recitals are incorporated by this reference and made part of this Agreement.

1.2 Village Bid Package CN 2022-04 Broadway Avenue East Utilities Extension Project (UEP), consisting of pages 1 through and including 25 with one addenda and the Proposal submitted by Bidder dated November 15, 2021 are hereby specifically made part of this Agreement as if same had been set forth at length herein.

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

- 1) Bid Package CN 2022-04 Broadway Avenue East Utilities Extension Project (UEP) and any Exhibits or Addenda thereto;
- 2) This Agreement and any Exhibits or Amendments thereto;
- 3) The Proposal submitted by Bidder.

ARTICLE 2.
BIDDER'S SCOPE OF SERVICES

2.1. Bidder agrees to perform all the services and provide all the materials requested and described in the Scope of Work which is attached hereto as Exhibit A and incorporated herein by this reference, which are hereinafter collectively referred to as the "Scope of Services."

2.2. Bidder agrees to provide its services and materials in the times allowed for performance contained in the Scope of Services. The Bidder will 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 Village may decide. However, such extension will not operate as a waiver of any other rights of the Village.

2.3. In the event that Village desires Bidder to perform any additional services related to tasks not specifically contained in the Scope of Services, the Village Manager is authorized to approve such services based on the costs contained in Exhibit B provided the total amounts expended to do not exceed the limitation of paragraph 3.1.

ARTICLE 3.
COMPENSATION AND PAYMENT OF BIDDER'S SERVICES

3.1. Village will pay Bidder for those tasks listed in the Scope of Services actually performed by Bidder. The total payment to Bidder will not exceed \$1,134,239 for Bidder's services under this Agreement, performed in accordance with the Scope of Services and this Agreement.

3.2. Payment for services rendered by Bidder will be made on a monthly basis for those tasks listed completed in the preceding month. Services completed will be subject to review and approval by the Village Manager or his designee.

3.3. Payment for tasks will be on a Unit Price basis as per Exhibit B attached hereto.

3.4. Bidder must submit all billings for payment of services rendered on a monthly basis to the Village Finance Department (please email all billing invoices to: accountspayable@estero-fl.gov) for processing. Billings will be detailed as to the nature of the services performed and must refer to the specific tasks listed in the Scope of Services that were actually performed by Bidder. When hourly billing is utilized, Bidder must report the number of hours on each task in 6-minute increments (tenths of an hour) in its invoices. Billings must include a summary of any amounts previously billed and any credits for amounts previously paid.

3.5. Bidder acknowledges that each billing must be reviewed and approved by the Village Manager or his designee. Should the Village Manager or his designee, determine that the billing is not commensurate with services performed, work accomplished or hours expended, Bidder must adjust billing accordingly. However, Bidder will be entitled to payment of any portion of a billing not in dispute.

3.6. Village will pay Bidder's monthly billings in accordance with Sections 218.70 through 218.80, Florida Statutes, known as the Local Government Prompt Payment Act.

3.7. It is expressly understood by the Village and the Bidder that funding for any successive fiscal years may be contingent upon appropriation of monies by the Village Council or other entities. In the event that funds are not available or appropriated, the Village reserves the right to terminate the Agreement without penalty or liability. Termination will occur (1) upon notice to the Bidder or automatically (2) on the last day of the then current fiscal year or (3) when the appropriation made for the then-current year or specific appropriation for the services covered by this Agreement is spent, whichever event occurs first.

ARTICLE 4. **BIDDER'S RESPONSIBILITIES**

4.1. Bidder will perform or furnish consulting and related services to a level of technical skill, ability, and diligence customarily provided by an experienced professional in their field of expertise when rendering the same services, and in accordance with sound principles and practices generally acknowledged by professionals in their field of expertise, as represented to the Bidder, both orally and in writing, to be possessed by Bidder, 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 Bidder's profession. The same standards of care will be required of any subconsultant or subcontractor engaged by Bidder.

4.2. Bidder will be solely responsible for providing their own business equipment, including any vehicles necessary for the performance of their work, and for paying all expenses incurred while performing the services set forth in this Agreement. Expenses to be borne by Bidder include, but are not limited to, license fees, memberships, and dues; automobile and other travel expenses; meals and entertainment; and any applicable insurance premiums. Bidder will be reimbursed for certain allowable expenses upon submission to the Village, used in connection with the services performed pursuant to this Agreement.

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

4.4. Bidder will, without additional compensation, correct and revise any minor deficiencies in its work product identified that can be addressed in process, even if the deficiencies would not be deemed to arise from a negligent act, error or omission of the Bidder. Minor deficiencies include but are not limited to changes in Americans with Disability Act requirements.

4.5. Bidder will be responsible for notifying the Village promptly whenever a delay is anticipated or experienced, including a delay in approval by any governmental agency having jurisdiction over any work task. The Village shall allow the Bidder to extend response times for valid, documented delays. The Village shall be the sole determiner of the validity of the delays.

4.6 The Village's NPDES Permit requires Contractors performing work that includes Roadway, Drainage and Stormwater Maintenance to adhere to the following:

- Crew leads are to complete illicit discharge and illegal dumping training and report any illicit discharges or illegal dumping discovered during daily job duties to the Village of Estero Public Works. In addition, crew leads are required to watch this video (link below) annually and provide written confirmation of the viewing. <http://wbt.dot.state.fl.us/ois/IllicitDischarge/index.htm>
- Any soil disturbing activities must comply with NPDES permit requirements including plans for temporary and permanent erosion control measures.

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 Bidder's services under this Agreement will become the property of and shall be delivered to the Village without restriction or limitation as to use regardless of the format of the document (paper or electronic). However, any use subsequent to or other than for the specific project for which such items were created, shall be at sole risk of the Village.

5.2. Bidder agrees that any software, computer systems and databases used for providing the documents necessary to this Agreement will be compatible with existing Village software and systems. It is anticipated that any software utilized will be run on windows based PC's and will consist of Microsoft Office 2013 (or newer) and Adobe Acrobat DC (or newer).

ARTICLE 6. VILLAGE'S RESPONSIBILITIES

6.1. The Village will perform the responsibilities contained in this Article 6 in a timely manner so as not to delay the services of Bidder.

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

6.3. The Village will provide reasonable access and entry to all public property required by Bidder to perform the services described in this Agreement. All such access and entry shall be provided at the Village's expense. The Village will also use reasonable

efforts to obtain permission for reasonable access and entry to any private property required by Bidder to perform the services described in this Agreement.

6.4. The Village will review all documents, plans, or other materials provided by Bidder in a timely manner so as to not delay the process of the Bidder.

ARTICLE 7.
TERM / TERMINATION

7.1. The term of this Agreement will begin on the date and year first written above and shall be continued until superseded by a subsequent Village agreement, the monetary limit in 3.1 is reached, or unless otherwise terminated in accordance herewith.

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

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

ARTICLE 8.
NOTICES

8.1. Any notice required or permitted to be sent herein shall be sent certified mail, return receipt requested to the parties at the addresses listed above to the designated contacts below:

Bidder: Tetra Tech, Inc.

Village: Steve Sarkozy

8.2. Each party shall immediately notify the other of any changes in address or designated contact.

ARTICLE 9.
ASSIGNMENT

9.1. This Agreement, or any interest herein, will not be assigned, transferred or otherwise encumbered, under any circumstances by Bidder without the prior written consent of the Village. Further, no portion of this Agreement may be performed by subcontractors or subconsultants without written notice to and approval of such action by the Village. The Village and Bidder each binds themselves, their agents, successors, assigns and legal representatives to the other party hereto, their agents, successors,

assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in this Agreement any obligations incorporated herein.

ARTICLE 10.
EXTENT OF AGREEMENT / SEVERABILITY / MODIFICATION

10.1. This Agreement represents the entire and integrated agreement between the Village and Bidder and supersedes all prior negotiations, representations or agreements, either written or oral.

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

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

10.4. This is a nonexclusive contract. The Village has the right to enter into contracts with other providers providing similar services.

ARTICLE 11.
GOVERNING LAW / VENUE

11.1. 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 Lee County, Florida.

ARTICLE 12.
INDEPENDENT CONTRACTOR STATUS

12.1. Bidder is an independent contractor and is not an employee, servant, agent, partner or joint venturer of the Village.

12.2. Neither the Village nor any of its employees will have any control over the conduct of Bidder or any of Bidder's employees, except as herein set forth, and Bidder expressly warrants not to represent at any time or in any manner that Bidder or any of Bidder's agents, servants or employees are in any manner agents, servants or employees of the Village. It is understood and agreed that Bidder is, and will remain at all times remain, a wholly independent contractor and that Bidder's obligations to the Village are solely as prescribed by this Agreement.

ARTICLE 13.
AUDIT AND RECORDS REQUIREMENTS

13.1. Bidder will maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Agreement which will be available

and accessible at Bidder's local offices for the purpose of inspection, audit, and copying during normal business hours by the Village, or any of its authorized representatives. Such records must be retained for a minimum of five (5) years after completion of the services. Prior to destruction of any records, the Bidder will notify the Village and deliver to the Village any records the Village requests. Bidder will require all subconsultants and subcontractors to comply with the provisions of this paragraph by insertion of the requirements hereof in a written contract agreement between Bidder and the subconsultant or subcontractor.

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

13.3. Bidder must fully cooperate with all public records requests by providing the necessary records to the Village promptly upon notice unless the records are exempt from Section 24 (a) of Article I of the State Constitution and Chapter 119, Florida Statutes. Failure by Consultant to promptly respond to notices requesting records constitutes grounds for unilateral cancellation by the Village at any time, with no recourse available to Bidder. Records may be provided in the form or format in which they are kept including electronic files. Bidder's right to claim an exemption from disclosure will not be deemed failure to comply with this article.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE ESTERO VILLAGE CLERK (CUSTODIAN OF PUBLIC RECORDS) AT 239-221-5035, records@estero-fl.gov, OR VILLAGE HALL, 9401 CORKSCREW PALMS CIRCLE, ESTERO, FL 33928.

ARTICLE 14. INDEMNIFICATION

14.1. For ten dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Bidder will pay on behalf of or indemnify and hold harmless the Village, its officials, officers, employees, agents and volunteers from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, including attorneys' fees and court costs (whether such fees and costs are incurred in negotiations, collection of attorneys' fees or at the trial level or on appeal), suits or liabilities, of whatever kind of nature, caused by any negligent or intentional act, error, omission, or default of Bidder or Bidder's officers, employees, agents, servants, volunteers or subcontractors or consultants, if any, caused by the performance or failure to perform under the terms of this Agreement.

14.2 Bidder must carry a commercial liability insurance policy in coverage amounts as determined by the Village Manager and naming the Village of Estero as additional insured.

PURSUANT TO FS 558.0035, EMPLOYEES OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT.

**ARTICLE 15.
EMPLOYEE RESTRICTIONS**

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

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

15.3. The Bidder will incorporate the terms of paragraphs 15.1 and 15.2 into all contracts with any subconsultants or subcontractors.

**ARTICLE 16.
NO CONTINGENT FEES**

16.1. Bidder certifies that it has not employed or retained any company or person, other than a bona fide employee working solely for Bidder 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 Bidder 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, Village has 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 17.
TRUTH-IN-NEGOTIATION CERTIFICATE**

17.1. If applicable, in accordance with Section 287.055(4), Florida Statutes, signature of this Agreement by Bidder 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 Village 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.

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

Tetra Tech, Inc.

WITNESSES:

Signed By: _____

Signed by: _____

Print Name: _____

Print Name: _____

Date: _____

Title: _____

Signed By: _____

Date: _____

Print Name: _____

Date: _____

VILLAGE OF ESTERO

By: _____

Steve Sarkozy, Village Manager

Date: _____

ATTEST:

By: _____

Carol Sacco, Village Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____

Robert D. Pritt, J.D., B.C.S. Interim Village
Attorney

Exhibit List:

Exhibit A – Scope of Services

Exhibit B – Pricing Proposal

Exhibit C – Project Schedule

EXHIBIT A

BROADWAY AVENUE EAST UTILITIES EXTENSION PROJECT (UEP)

STATEMENT OF WORK

EXHIBIT A

BROADWAY EAST UTILITY EXPANSION

STATEMENT OF WORK

A. Project Overview

As part of an effort to improve water quality in the Estero River, the Village of Estero (VILLAGE) has initiated a utility expansion program. The initial phase, which is currently under design, includes the decommissioning of three (3) private wastewater treatment plants (WWTPs). The second phase, and subject of this Statement of Work, includes expanding potable water, wastewater and stormwater improvements to areas within Broadway Avenue East. As the VILLAGE does not own its own utility system, this plan includes dedication of the potable water and wastewater components to Lee County Utilities (LCU). The Village intends to use a variety of funding sources including those received through the American Rescue Plan Act of 2021 (ARPA) to assist in funding and will develop an assessment program for infrastructure payback by the parcel owners.

The Broadway East Service area consists of approximately 272 acres and includes 271 parcels. Although the area is primarily residential, there are multiple churches, a fire station and business corridor centered around U.S. 41. As noted in the Estero Sewer Feasibility Study, much of the area is not provided with potable water service, although there is a 10-inch water main located on the south side of Broadway East.



More specifically, Broadway East can be broken into the three (3) following sub areas as displayed above:

- Area A (Trailside) – This area includes a mix of residential, commercial as well as one church. There are four (4) private roads (Park Avenue (1,000 linear feet (lf)), Park Drive (200 lf), Northwest Drive (800 lf) and Westwood Drive (1,300 lf), each of which includes a single plat over them based on information from the Lee County Property Appraiser’s website. In addition, there are three (3) public roads maintained by the VILLAGE (Broadway West (1,900 lf), Poinciana Avenue (700 lf) and Trailside Drive (2,200 lf)). Based on the Preliminary

Design Report (PDR) prepared for the proposed water and wastewater improvements, this area is proposed to include approximately 9,000 lf of potable water improvements; 1,000 lf of wastewater force main; one (1) wastewater pump station (easement required); 8,400 lf of gravity collection piping; and stormwater improvements along Park Avenue from Broadway Avenue West to Trailside Drive (1,400 lf). Within this area there are 67 residential parcels, 8 active business parcels and one church. In addition, there is approximately 1.5 acres of vacant church owned land. This section will require coordination with the Design Engineer for Broadway West UEP as the wastewater pump station proposed for this section is expected to feed into the Broadway West UEP area.

- Area B (Broadway East/Highlands Ave) - This area includes a mix of residential, commercial as well as multiple churches and one fire station. The area is bordered by U.S. 41 on the west and Seminole Gulf Railway on the east. There are five private roads (Estero Court (200 lf), Judeth Lane (500 lf) Mockingbird Lane (770 lf), Dove Lane (210 lf) and Orange Blossom Lane (375 lf). With the exception of Judeth Lane, there is one (1) parcel owner requiring access approval from each of these roads. Judeth Lane has 10 individual parcel owners which will require access approval from each. In addition to the private roads, there are four (4) public roads which include Broadway East (900 lf), Lords Way Street (600 lf), Highlands Avenue (1,800 lf) and County Road (600 lf). Based on the PDR, this area is proposed to include approximately 3,800 lf of potable water improvements; 1,300 lf of wastewater force main; one (1) wastewater pump station located near the southern end of Highlands Avenue; and 5,900 lf of gravity collection piping. Within this area there are 31 residential parcels, 8 active business parcels, 2 churches and one fire station, as well as approximately 34.4 acres of VILLAGE owned vacant land located on the south side of Broadway East and 34.6 acres of privately owned vacant land located on the north side of Broadway East. This segment will also include coordination with the Design Consultant that will be performing the bike/ped improvements along Sandy Lane.
- Area C (Sandy Lane, The Groves & Tanglewood) – This area consists of 17 residential parcels along Sandy Lane as well as one vacant 5.44 acres parcel bordering Broadway East (adjacent to Seminole Gulf Railway). This area also includes The Grove development which includes 72 parcels. Within Tanglewood, there are 27 residential parcels. Sandy Lane (3,900 lf) and Broadway East (1,000 lf) are owned and maintained by the VILLAGE while the 4,400 lf of roads within The Groves are owned by The Groves Homeowners Association (HOA). Tanglewood Lane (2,500 lf) is privately owned by the 27 residential parcels. Easements from each property owner will be required to install the proposed utilities (or the road and a right-of-way will need to be acquired). It is noted that currently the roads within The Groves are for roadway use only and there is a separate 10-ft wide utility easement located on each side of the interior roads. Based on the PDR, this area is proposed to include approximately 9,500 lf of potable water improvements; 10,500 lf of gravity collection piping; 1,900 lf of wastewater force main (based on extending force main along Sandy Lane to Corkscrew Road; and one (1) wastewater pump station located along Broadway East near the entrance to Tanglewood. (Depending on preliminary design efforts, a second wastewater pump station may be located along Sandy Lane near the west entrance to The Groves. Coordination with the VILLAGE’s Consultant performing the sidewalk improvements along Sandy Lane will be critical for design as well as ancillary professional services (survey, subsurface utility exploration and geotechnical services as well as construction).

As mentioned above, multiple roads (listed below) within the east service area are private, and will require either utility easements, or road/right-of-way acquisition by the VILLAGE. In either case in order to place the utilities, a corridor must be secured by the VILLAGE. Easement or right-of-way acquisition shall be performed by the VILLAGE and has been excluded from this scope of services.

- | | |
|------------------------------|---|
| • Park Avenue (1 owner) | • Orange Blossom Lane (1 owner) |
| • Park Drive (1 owner) | • Harvest Wood Court (1 owner – Groves HOA) |
| • Northwest Drive (1 owner) | • Groveline Court (1 owner – Groves HOA) |
| • Westwood Drive (1 owner) | • Fruitful Drive (1 owner – Groves HOA) |
| • Estero Court (1 owner) | • Judeth Lane (10 owners) |
| • Mockingbird Lane (1 owner) | • Tanglewood Lane (27 owners) |
| • Dove Lane (1 owner) | |

B. PROJECT TEAM

For this effort, Tetra Tech, Inc. (ENGINEER) will perform the proposed services with the help of the following subconsultants for specialized services:

- Ardaman & Associates, Inc. (AAI) will perform the geotechnical investigations which will be used to assist with design.
- AIM Engineering will perform subsurface utility exploration (SUE).
- Archeological Consultants, Inc. (ACI) will perform archeological and historical reviews.
- Cella Molnar & Associates will assist with Public Involvement.

C. SCOPE OF SERVICES

The scope of services presented below is for the professional services requested to be performed by the ENGINEER.

Task 1 – Project Management

1.1. Management Services

Throughout the contract, the ENGINEER will perform the following Project Management services from project inception through completion to include the following services:

- a. ENGINEER will schedule and conduct a project kickoff meeting with the VILLAGE for the purpose of introducing team members and defining their roles; to communicate project objectives; and to identify resource and information needs. ENGINEER will prepare and distribute minutes of the meeting.
- b. Develop and maintain a Project Management Plan (PMP) complete with team member roles, schedules, deliverable deadlines, project cash drawdown schedule, a health and safety plan and related components necessary to manage the proposed project.
- c. Oversee all aspects of ENGINEER's contract obligations.
- d. Prepare and submit to the VILLAGE a monthly project status report summarizing work progress since previous report, updated project schedule, budget expenditure summary, and updated project cash flow drawdown schedule. The project status report will be submitted monthly with the ENGINEER's invoicing.
- e. Coordinate schedules and roles with discipline leaders.
- f. Coordinate external services and schedules of subconsultants, other local utility providers and governmental agencies.
- g. Coordinate with the Village's Sandy Lane & Broadway East bicycle and pedestrian improvement consultant to ensure the designs of both projects are coordinated.
- h. Coordinate quality assurance and quality control reviews.
- i. Hold internal team meetings to assist with scheduling and management as well as for design coordination (20 estimated).

- j. Schedule and conduct progress meetings with VILLAGE staff. The progress meetings will be held once per month (12 estimated). The ENGINEER will prepare and distribute meeting agenda and minutes of each progress meeting. Progress meetings will be attended by the Project Manager and others as needed based on progress of project. Other attendees may participate via conference call.
- k. Prepare detailed project design and permitting schedule. Prepare monthly updates of the project schedule and implement corrective measures to maintain the schedule. The project schedule will be prepared using Microsoft Office software.
- l. The ENGINEER will prepare and transmit all files electronically at the end of the project on a flash drive or other media approved by the VILLAGE.
- m. Perform overall management of the professional services necessary to complete the scope of services as defined.

Deliverables

- Kickoff Meeting Agenda and Minutes
- Project Management Plan
- Progress Meeting Agendas and Meeting Minutes
- Monthly Status Reports
- Electronic Project Files
- Project Schedule

Task 2 – Preliminary Services

2.1. Data Collection

Upon authorization, ENGINEER will perform the following Data Collection services:

- a. Prepare a list of items to be provided by the VILLAGE and Lee County Utilities as necessary to complete the tasks described within this scope of services. Those items will include, but not be limited to:
 - 1) From VILLAGE
 - Existing survey data files performed previously within the project area.
 - List of VILLAGE-owned parcels within the project area.
 - Boundary survey drawings associated with the property acquisition and VILLAGE-owned parcels proposed for consideration of staging areas.
 - Existing stormwater system infrastructure data including pipe sizes, locations, outfall locations, sizing, swale grading records, as-builts, GIS data, existing flooding problem areas, etc.
 - Copies of previous studies or master planning documents.
 - Copies of geotechnical investigations and recommendations reports that may exist in the vicinity.
 - 2) From Lee County Utilities (LCU) – ENGINEER to make request directly to LCU

- Drawing files in AutoCAD (electronic format) for existing underground utilities within the area, including all survey and design data, as may exist.
 - GIS for existing utility components where design data may not exist.
 - Hydraulic model input files (electronic format) for Lee County's current potable water and wastewater systems.
- b. Perform a field review of all existing properties within the service area, to verify driveway types (concrete, asphalt, decorative, etc.) as well as the location of the existing septic tanks for location of laterals.
 - c. Contact Sunshine State One-Call of Florida to obtain contacts for existing utilities within the project area. Contact utility providers identified through the Sunshine State One-Call process to determine if any private utility infrastructure exists within the project area. Obtain utility data (as-builts, CAD files, which may exist in order to incorporate information in design criteria).

Deliverables

- Data Request
- Summary of Data Received

2.2. Preliminary Layouts

Upon authorization, ENGINEER will perform the following services related to the potable water improvements, wastewater system improvements, wastewater pumping station locations, and construction contract areas:

- a. Utilizing data collected, develop a base map of known utilities and roads (centerlines and edge of pavement (EOP)). In particular, this task will consider infrastructure that may create a boundary constraint for the gravity wastewater collection system, such as canals, major roadways, and large diameter or deep stormwater piping.
- b. Perform a layout of the wastewater gravity collection system within the Broadway East service area. Considerations will be given to physical constraints, such as canals and stormwater piping. Gravity wastewater collection system layout will include consideration of VILLAGE-owned parcels locations and access to 3-phase electric power for lift station siting.
- c. Perform a count of the number of parcels along each road for the purpose of assisting with flow projections and ultimately gravity collection pipe sizing. This effort will also assist in sizing and locating of the wastewater pumping stations.
- d. ENGINEER will rely on the VILLAGE to provide any information that is available on planned development within the area to ensure that the proposed sewer design is consistent with the proposed land uses and projected flows. If no information is available Engineer will work with the Village to estimate flows.
- e. Once the gravity collection system routing has been laid out using industry standards for slope (0.4%) and working to minimize the maximum depth to less than 20-feet, we will lay out a system. Considerations will include efforts to optimize the gravity sewer layout and to minimize the number of stations while considering physical constraints (canals, stormwater piping, etc.) and the location of VILLAGE-owned parcels. The goal will be to locate stations on VILLAGE-owned parcels or within public rights-of-way (such as for the potential station to serve the Groves and Tanglewood along East Broadway Avenue in the widened right-of-way section). ENGINEER will

rely on the VILLAGE to confirm which VILLAGE-owned parcels are available for use when siting lift stations and/or for staging purposes.

- f. Arrange and attend up to four (4) meetings (in addition to coordination meetings) with the VILLAGE to review alternatives for gravity collection, contract areas and wastewater pumping station locations.

Deliverables

- Existing Road/Utilities Base Map
- Collection system layout
- Wastewater pumping station siting
- Contract area boundary layouts

2.3. Hydraulic Modeling

The ENGINEER will perform the modeling efforts using Lee County's current InfoWater models for the potable water and wastewater systems and we will use adICPR for localized stormwater system improvements. Prior to final design, the ENGINEER will provide the model results and associated pipe and pump station sizing to Lee County for confirmation and acceptance of proposed pipe and pump station sizing. The following modeling efforts are proposed:

- a. Potable Water – Update the existing pressure system hydraulic model for potable water to incorporate infrastructure proposed within the service area. To assist with this effort, the most current model will be obtained from Lee County. The ENGINEER will rely on the County to provide a calibrated model. No calibration efforts are proposed as part of this scope. The ENGINEER will utilize this model to perform final pipe sizing for the distribution piping. This effort will include:
 - 1) Input of infrastructure proposed within the service area.
 - 2) Identification of alternatives for evaluation.
 - 3) Modification and updating of the model for demand projections within the service area.
 - 4) Performing steady state model simulations to confirm required pipe sizes and routing of the potable water distribution piping within the service area.
 - 5) Verifying pipe pressures and velocities meet applicable standards.
 - 6) Identification of locations for connections to existing potable water system infrastructure, proposed developments and locations for stub-outs for future utility extensions.
 - 7) Verifying hydrant locations and fire flow conditions are met.
 - 8) Review and verify transmission piping locations and sizing.
- b. Wastewater – Update the existing pressure system hydraulic model for wastewater to incorporate infrastructure proposed within the service area. The ENGINEER will rely on the County to provide a calibrated model. No calibration efforts are proposed as part of this scope. The ENGINEER will utilize this model to perform final pipe sizing for the distribution piping and to review sizing of the transmission piping. This effort will include:
 - 1) Input of Infrastructure proposed within the service area.

- 2) Identification of alternatives for evaluation.
 - 3) Modification and updating of the model for demand projections within the service area.
 - 4) Performing steady state model simulations to confirm required pipe sizes and routing of the wastewater force main piping within the service area.
 - 5) Verifying pipe pressures and velocities within the pipes with standards.
 - 6) Identification of locations for connections to existing wastewater system infrastructure, proposed developments and locations for stub-outs for future utility extensions.
 - 7) Utilize the model to determine pump sizing for each lift station.
- c. Stormwater - Evaluate stormwater infrastructure within the Trailside and Tanglewood Lane areas of the Broadway East service area. As understood, surface water management on the east side of U.S. 41 is sufficient and not anticipated to require further review or modifications under this scope of services. To assist with this effort, a hydrologic and hydraulic (H&H) model will be developed utilizing the VILLAGE's existing adICPR model as a starting point to ascertain existing infrastructure and identify improvements that could be made. The ENGINEER will utilize this model to perform final pipe sizing for the conveyance of stormwater runoff to existing and proposed outfalls within the project area. This effort will include:
- 1) Perform a field review of the stormwater system as well as a review of GIS data for the areas to be identified by the VILLAGE as problem areas (estimated to include Trailside, Highlands Ave & side streets and Tanglewood Lane) in order to verify existing drainage infrastructure (pipes, catch basins, etc.) that may require replacement or modification either as a result of proposed improvements or to bring existing infrastructure within compliance with VILLAGE standards. Note that the residential areas primarily consist of swales and driveway culverts. The field review will assist with modeling and design efforts for improved infrastructure.
 - 2) Input of infrastructure within the service area based on GIS information, with verification provided by topographic survey.
 - 3) Identification of pipe sizing and alternative systems necessary to reduce flooding during the design storm.
 - 4) Performing a 2D model in PCSWMM, XPSWMM, or adICPR 4.
 - 5) Evaluate drainage in Trailside area, Highlands Ave & Side streets and Tanglewood land. In other areas drainage will be maintained and improved where it can.

Deliverables

- Hydraulic model data files
- Hydraulic model output files
- Recommendation for sizing of pipes
- Recommendation for stormwater outfall locations (if applicable)

Hydraulic Modeling Notes and Assumptions

1. Potable water and wastewater modeling efforts are based on receipt of models complete with accurate existing infrastructure. This scope of services does not include time to input existing data nor to verify the accuracy of existing data.

2. Stormwater modeling will consist of a review of the existing tributary area only. This scope does not include time to collect the information necessary to conduct modeling from outside the existing tributary areas or correct existing flooding concerns.

2.4. Funding Assistance

For this task, the ENGINEER will:

- a. Provide general technical assist to the VILLAGE in pursuing the selected funding alternative. Note that at this time, it is unknown what alternative and therefore what supporting information may be required for the application submission process.
- b. Prepare for and submit up to 10 grant applications to state and federal agencies including the Florida Department of Environmental Protection (FDEP), South Florida Water Management District (SFWMD) and Federal Emergency Management agency (FEMA). As with the funding assistance, if supporting information in addition to the PER or existing Facilities Plan are determined to be required to support the grant application process, then additional, future services may be required to assist in this effort.

Deliverables

- Grant applications

Notes:

1. This scope of services does not include preparation of engineering reports or environmental reports which may be required depending on the funding alternative to be used.

2.5. Assessment Assistance

The potable water and wastewater components, including the smaller wastewater pumping stations but excluding the major transmission mains and master wastewater pumping station(s) will be paid for through property assessments. To assist with this effort, the ENGINEER will:

- a. Perform parcel counts and assist the VILLAGE in analyzing land use data needed for assessment calculations.
- b. Prepare a breakdown of costs separately for potable water and wastewater. As the project proceeds through design, and more detailed Preliminary Opinions of Probable Construction Costs (POPCC) are developed (30-percent, 60-percent, 90-percent and 100-percent), modified breakdowns will be provided to the VILLAGE. POCCs will be developed following AACE Class 3 standards.
- c. Attend meetings with VILLAGE staff and their Financial Consultant to assist with technical information, POPCC adjustments, etc.
- d. Following completion of the bidding process, provide a final detailed breakdown of costs per utility, using the bid quantities and costs.
- e. Provide general consultation and coordination through the assessment process.

Deliverables

- Parcel and land use information and analysis
- Updated cost breakdowns per utility

Task 3 – Surveying

3.1 Surveying

Upon authorization, ENGINEER will proceed with the surveying efforts to include:

- a. Surveying for Pipelines – ENGINEER will establish horizontal and vertical ground control and will utilize a survey drone to fly the entire project area to provide base imagery and topographic data. For public roads, surveying will be performed from right-of-way to right-of-way with additional data collected at the points of connection for the gravity sewer to each home. For private roads with a delineated boundary, the full “property” width will be surveyed. For those private roads with no delineated boundary (Tanglewood Lane, Judeth Lane, Orange Blossom Lane), surveying data will be collected within a 50-ft wide corridor, the length of the road. The drone imagery will aid in assisting to establish preconstruction conditions. Following completion of the drone work, field crews will collect final ground shots associated with inverts for existing stormwater piping and related information. Previously established benchmarks will be field reviewed and verified as part of this Task. Horizontal data will be in feet and shall be projected on the Florida State Plane Coordinate System, West Zone, NAD83 (2011). Vertical data will be in feet and shall be referenced to the National American Vertical Datum of 1988 (NAVD88). Data collection will include physical features within the road rights-of-ways where work is proposed as well as topographic data. SUE work performed will also be collected to assist in understanding the location of existing utilities. As part of the surveying effort, the field data collection will include documenting road signs (type, location, speed, etc.). All surveying efforts will be performed to the minimum standards as set forth in Chapter 472 of the Florida Statutes. More specifically, the following areas shall be included:

Area A (Trailside)

- Park Avenue
- Park Drive
- Northwest Drive
- Westwood Drive
- Broadway West (within the limits of Area A)
- Poinciana Avenue
- Trailside Drive

Area B (Broadway E/Highlands Avenue)

- Estero Court
- Judeth Lane
- Mockingbird Lane
- Dove Lane
- Orange Blossom Lane
- Broadway East (within the limits of Area B)
- Highlands Avenue
- County Road
- Lords Way Street

Area C (Sandy Lane, The Groves & Tanglewood)

- Broadway East (within the limits of Area C)
- Sandline Way
- Groveline Court
- Fruitful Drive

- Harvest Wood Court
- Broadway East (within the limits of Area D)
- Tanglewood Lane
- The south access into the Cascades

Corkscrew Road/U.S. 41

Full intersection of U.S. 41 and Corkscrew Road

- b. Survey for Pump Stations – ENGINEER will perform site specific surveying in the vicinity of each of the up to four (4) proposed wastewater pump stations. This will include collecting topographic data as well as any above-ground feature in the vicinity of proposed construction and any identified underground features as discovered from the SUE services. Surveying efforts are anticipated to be performed across the entire lot for lift stations areas. Horizontal data will be in feet and shall be projected on the Florida State Plane Coordinate System, West Zone, NAD83 (2011). Vertical data will be in feet and shall be referenced to NAVD88. All surveying efforts will be performed to the minimum standards as set forth in Chapter 472 of the Florida Statutes.
- c. Property Boundary Surveys – ENGINEER will perform up to four (4) property boundary surveys to assist in acquisition of parcels which may be required for pump stations and to assist in the sketch and description preparation (task 2.5). In addition to the field staking, a drawing of the boundary survey will be provided to assist with the acquisition process. All surveying efforts will be performed to the minimum standards as set forth in Chapter 472 of the Florida Statutes.
- d. Provide assistance to the VILLAGE for their effort in procuring sites by preparing language to demonstrate the need for the proposed sites and related efforts. It is estimated that no more than four (4) pump stations will require property acquisition. As such, this scope of services include preparation of up to four (4) legal descriptions and sketches.
- e. Provide assistance to the VILLAGE in developing up to (48) legal sketch and descriptions for either easements, or roads to be dedicated for the public utilities, where required, and or for the development of sketch and descriptions for the dedication of a roadway and right-of-way for conversion from a private to public roadway for those roads identified above as privately owned. Efforts associated with easement and/or right-of-way acquisition is the responsibility of the VILLAGE.

Notes:

1. Sandy Lane is within the limits of Area C, however, surveying efforts for Sandy Lane are not included within this scope of services and are to be performed under separate authorization.

Deliverables

- Survey mapping to display the field data collection results
- Boundary surveys for pump station property acquisition
- Sketch and descriptions for easement/right-of-way acquisition

3.2 Subsurface Utility Exploration (SUE)

- a. SUE – Using Subconsultant AIM Engineering, the following SUE efforts are proposed:
 - 1) Identify areas where underground utilities exist. As understood, the majority of the residential side street areas have limited to no underground utilities as the existing utilities are typically located above ground (extended from the power poles). Utilizing the information on utility providers collected from our contact with the Sunshine State One-Call of Florida, our team

will determine where underground utilities may exist within the residential areas. A combination of ground penetrating radar and vacuum exploration will be utilized to identify the underground utilities and to collect the data utilizing survey equipment. More specifically, the following services are proposed:

- Area A (Sandy Lane, The Groves & Tanglewood) – Perform an estimated 30,900 linear feet of SUE quality Level B (designating) on an estimated 3 underground utilities throughout the entire project area. Perform an estimated 30 SUE quality Level A test holes to verify size, type, material and elevations of existing underground utilities where conflicts with design improvements are identified.
- Area B (Broadway East/Highlands Avenue) – Perform an estimated 41,226 linear feet of SUE quality Level B (designating) on an estimated 3-6 underground utilities throughout the entire project area. Perform an estimated 40 SUE quality Level A test holes to verify size, type, material and elevations of existing underground utilities where conflicts with design improvements are identified.
- Area C (Trailside) – Perform an estimated 17,013 linear feet of SUE quality Level B (designating) on an estimated 3 underground utilities throughout the entire project area. Perform an estimated 15 SUE quality Level A test holes to verify size, type, material and elevations of existing underground utilities where conflicts with design improvements are identified.

Notes:

1. Sandy Lane is within the limits of Area C, however, SUE efforts for Sandy Lane are not included within this scope of services and are to be performed under separate authorization.

Deliverables

- SUE mapping to display the field data collection results
- Photos and supporting information collected during SUE services

Task 4 - Geotechnical Investigations

4.1. Geotechnical Services

Upon authorization, ENGINEER will proceed with the geotechnical investigations which will be performed by Ardaman & Associates, Inc.:

- a. Collect and review results of previous geotechnical studies and soil boring surveys that may exist.
- b. Vegetation removal as required to access the proposed boring locations (locations to be determined).
- c. Perform up to 35 standard penetration tests (SPTs) along the project route(s) to a depth of 20-feet at approximate 750 foot intervals for the purpose of determining the presence of rock or related unsuitable material as well as depth within the construction zone. Locations to be determined and will be based on locations of existing borings previously collected and where it is believed additional data would be useful.
- d. Perform up to (8) standard penetration tests (SPTs) to a depth of 40 feet for wet wells and major road crossings.

- e. Prepare a comprehensive geotechnical report, incorporating previous and new soil boring data, including subsurface analysis and evaluation and infrastructure and facilities design and construction recommendation.

Deliverables

- Geotechnical Report

Notes:

1. This Scope does not provide any road cores. It is assumed that gravity collection piping will be installed within most roadways resulting in removal and replacement. Any roads not proposed for replacement are assumed to be in sufficient condition to be rebuilt without additional design to fix issues, contain enough asphalt for milling, etc.

Task 5 – Cultural Investigations

9.1 Cultural Services

Upon authorization, ENGINEER will proceed with the following cultural evaluations which will be performed by Archaeological Consultants, Inc.:

- a. Conduct a desktop evaluation of the project area and perform one (1) site visit in order to review the project area to determine any potential cultural or archeological impacts. The evaluation will comply with Section 106 of the National Historic Preservation Act of 1966 (Public Law 89-665, as amended), and with Chapters 267 and 373 Florida Statutes, Florida’s Coastal Management Program, and implementing state regulations regarding possible impact to significant historical properties listed, potentially eligible, or eligible for listing in the NRHP, or otherwise of historical architectural or archaeological value. All work will be carried out in conformity with Part 2, Chapter 12 (Archaeological and Historical Resources) of the Florida Department of Transportation’s Project Development and Environment Manual, and the standards contained in “Cultural Resource Management Standards and Operational Manual” Florida Division of Historical Resources, and the FDOT’s Cultural Resource Management Handbook Florida Division of Historical Resources (FDHR). Upon completion of the evaluation, a Cultural Resource Assessment Survey (CRAS) will be prepared and submitted. Also, the report will be prepared in accordance with specifications set forth in Chapter 1A-46, Florida Administrative Code. The purpose of the work will be to locate and identify any prehistoric and historic period archaeological sites and historic structures within a project’s area of potential effect (APE) and to assess site significance in terms of eligibility for listing in the NRHP. This scope includes terrestrial survey, no underwater survey will be included, however a discussion of previous underwater surveys in the vicinity will be included in the report.

Deliverables

- Cultural Resource Assessment Survey

Task 6 - Environmental Surveys

6.1 Environmental Services

Upon authorization, ENGINEER will proceed with the environmental services which will include:

- a. Survey and prepare the permit applications and provide environmental backup documentation for the following federal, state and local permits and coordination for listed species.

- 1) Provide field data collection for the following items:
 - Florida Land Use, Cover and Forms Classification System (FLUCFCS) and wetland mapping.
 - Listed species survey #1 - (15% minimum coverage) for initial planning & permit applications.
 - Listed species survey #2 - required prior to commencement of gopher tortoise relocation.
 - Wetland field review.
 - U.S. Army Corps of Engineers (USACE) wetland data sheets.
 - Florida bonneted bat cavity tree (roost) & bridge survey.

- 2) Meetings, progress reports & environmental support of project design:
 - Five (5) Meetings and alternatives analysis during project design & permitting phase.
 - Teleconference attendance at progress meetings.

- 3) Prepare and submit and/or provide environmental support for the following permit applications as applicable:
 - Florida Department of Environmental Protection (FDEP) Environmental Resource Permit (ERP) application.
 - FDEP informal wetland jurisdictional determination.
 - Wetland mitigation bank credit requirements analysis.
 - FDEP ERP review.
 - USACE Dredge & Fill Permit Application.
 - USACE wetland jurisdictional determination.
 - USACE permit review.
 - U.S. Fish and Wildlife Service (USFWS) Informal Consultation.
 - Florida bonneted bat roost survey report preparation.
 - Bald eagle management plan preparation.

Notes:

1. The project area is in the USFWS consultation area for the Florida bonneted bat (FBB), and approximately 5 miles southwest of the nearest USFWS FBB “focal area”. The scope of services assumes: the project will not require impacts to potential FBB roosting habitat, including but not limited to tree removal; USFWS will not require FBB acoustic surveys; and USFWS will not require Formal Section 7 Consultation for the FBB or any other federally listed species.
2. Proposed construction activities may occur within 1,100 feet of bald eagle nest (LE-092) according to FWC GIS data dated 2017, and per VILLAGE Ordinance, a bald eagle management plan will be required. Proposed construction activities are not expected to occur within the 660 feet state and federal protection zones of a bald eagle nest. Therefore, Federal eagle permitting (i.e., take or disturbance permitting under 50 CFR 22.26 or 22.27) is not anticipated and is excluded. Bald eagle monitoring, reporting and agency coordination to address the VILLAGE ordinance are not included, as these tasks will be negotiated as part of a future contract for environmental construction services.
3. Excavation, relocation, mitigation costs, application and recipient site fees for the gopher tortoise and burrowing owl, or other potential listed species, are not included.
4. The scope of services includes wildlife surveys expected to be included for the project considering it will occur primarily in previously cleared public right-of-way. If additional wildlife surveys, monitoring or reporting are required by local, state or federal permitting agencies, a supplemental agreement for those services will be negotiated.

5. Wetland mitigation requirements, if applicable, will be met via purchase of mitigation bank credits from an approved wetland mitigation bank within the service area of the project site. Mitigation bank credit costs will be paid by the VILLAGE. Wetland mitigation design and monitoring are not included.
6. Permitting agency application fees shall be paid by the VILLAGE.
7. Formal Section 7 Consultation with the U.S. Fish and Wildlife Service is not included.
8. Phase 1 Environmental Site Assessments (ESA) are not included.
9. The location and size of project staging areas size are unknown at time of scope and fee preparation. Therefore, the scope of services assumes combined project staging areas will be no more than 10-acres and shall contain no jurisdictional wetlands, surface waters or trees that may require additional wildlife surveys or agency permitting beyond those stated specifically herein.

Deliverables:

- Protected species survey report
- Florida bonneted bat survey report
- Environmental resource permit completed application (if required)

Task 7 - Construction Plans

7.1 Construction Plan Development

ENGINEER will initiate design services for the water, wastewater, stormwater and roadway improvements. This scope of services is based on implementation of improvements in up to three (3) phases. As such, up to three (3) separate bidding packages have been included to be developed, which shall include the following areas, which were further defined under the Project Overview on pages 1 and 2:

- Package A – Trailside
- Package B – Broadway East/Highlands Avenue
- Package C – Sandy Lane, The Groves & Tanglewood Lane

The construction plans will be developed to the 30-, 60-, 90- and 100-percent completion stages. The 30-percent design will be developed utilizing aerial imagery while the survey efforts are being completed. The 30-percent drawings will generally display the location of the potable water, wastewater and stormwater improvements and will be a basis of design for proceeding to the 60-percent stage. The 30-percent submittal will also include development of a Preliminary Opinion of Probable Construction Costs (POPCC), following AACW Class 3 standards. The 60-percent submittal will generally include: drawings with survey and topographic information, all existing utility locations, all engineering drawings of the improvements in plan/profile view, all applicable standard details as well as specific details for utility connections, conflicts, crossings, etc., draft of technical specifications and an updated POPCC, following AACE Class 3 standards. The 90-percent submittal will generally include: updated engineering drawings in plan/profile with section details for connections, conflicts, etc. (90% complete all disciplines), specifications (technical and bidding) incorporating the comments received from the VILLAGE and LCU on the 60-percent submittal, and an updated POPCC, following AACE Class 3 standards. The 100-percent submittal will generally include: updated engineering drawings (100% complete all disciplines), specifications (technical and bidding) incorporating the comments received from the VILLAGE and LCU on the 90-percent submittal, and an updated opinion of cost. Review meetings will be held with the VILLAGE and LCU following submittal at each completion stage.

A PDF set along with two (2) 11x17-inch sets of drawings and 8.5x11-inch specifications of each package will be provided to the VILLAGE and LCU for review. A review meeting will be held with the VILLAGE

following each submission. Comments will be incorporated into each subsequent design phase with a checklist of comments and how each comment was addressed. Tasks anticipated to be completed during this phase are summarized below:

- a. Utilizing electronic AutoCAD Civil 3D and MS WORD, the drawings and project manual (inclusive of bidding and contract documents and technical specifications) will be incorporated into the ENGINEER's electronic data base and modified to include new borders, legends and updated covers (referencing current Council members, etc.) Drawings will be prepared using 11x17-inch paper, 1" = 40'-scale.
- b. Coordinate with private utility owners throughout the design as necessary. Using the Sunshine State One-Call of Florida system in addition to the SUE efforts, the ENGINEER will also coordinate to obtain, if available, any record drawings of utilities within the project area. In addition, courtesy plans will be provided to each utility in PDF format at the 60-percent completion stage.
- c. The final drawings shall generally include, but not be limited to the following for all improvements:

(1) General – 42 sheets

Cover Sheet (1 sheet per area, 3 total)
General notes (1 sheet per area, 3 total)
Index of Drawings and General Notes (1 sheet per area, 3 total)
Legend and Abbreviations (1 sheet per area, 3 total)
Key Plan (1 sheet per area, 3 total)
Survey Benchmarks (1 sheet per area, 3 total)
Subsurface Utility Exploration Key (1 sheet per area, 3 total)
Aerial Plan (1 sheet per area, 3 total)
Master Plan Sheets (1 sheet per area, 3 total – water, wastewater and stormwater)
Pavement Removal/Replacement Sheets (1 sheet per area, 3 total)
Protected Species Plan (1 sheet per area, 3 total)
Staging Area Plans (1 sheet per area, 3 total)
Existing Signage Locations (1 sheet per area, 3 total)
Geotechnical Boring Locations (1 sheet per area, 3 total)

(2) Civil/Process – 87 sheets

Plan/Profile Sheets (57 sheets)
Roadway Improvement Plans (10 sheets)
Wastewater Pump Station Plan and Sections (8 sheets, 2 per station)
Wastewater Pump Station Notes (1 sheet)
Specific Detail Sheets (crossings, connections, etc.) (5 sheets)
Standard Details (6 sheets)

(3) Structural – 11 sheets

Structural Notes (1 sheet)
Standard Pump Stations Plan and Sections (8 sheets)
Structural Details (2 sheets)

(4) Electrical/Instrumentation – 13 sheets

Electrical Legend (1 sheet)
Electrical Notes (1 sheet)
Electrical Site Plan Detail & Single Line (4 sheets)
Panel Details (4 sheets)
Grounding Sheet (1 sheet)

Electrical Details (2 sheets)

- b. Prepare a comprehensive project manual that shall generally consist of technical specifications for competitive bidding (Division 2 through 16). The project manual and its contents will be prepared using Microsoft WORD and formatted in accordance with the current design.
- c. Utilizing the VILLAGE's front-end documents (EJCDC, 2013 edition), assist the VILLAGE in modifying the supplemental conditions and modifying the Division 0 (Bidding & Contract Documents) and Division 1 (General Requirements) as necessary to reflect the proposed project.
- d. Prior to submission of each design submittal (30-(preliminary), 60-, 90- and 100-percent); perform review of design documents (drawings and specifications) technical calculations, constructability; safety; conformance with engineering standards; conflicts with existing and/or proposed facilities and related factors. Review will be performed in accordance with ENGINEER's Quality Practices Manual and related policies for Quality Control/Quality Assurance reviews. Review comments will be provided to the design team in both written and redlined format.

Notes:

1. Lee County uses a standard design for the duplex stations. The design for the proposed stations will utilize the LCU's Engineering Design Standards, with site, pumping and electrical conditions specific to each site.
2. This scope of services considers utilizing standard Florida Department of Transportation (FDOT) Maintenance of Traffic (MOT) plans and does not include development of project or site-specific MOT design plans. Any specific MOT plans are understood to be prepared by each awarded Contractor and approved by the ENGINEER.
3. This scope of services proposes to utilize standard typical sections and details to the extent possible for the proposed roadway widening, signage and striping. It is anticipated that specific drawings will be required for a portion of the roadways, for intersections, areas where shifting may be required (due to power transmission poles, etc.)

Deliverables

- Design submittals to include drawings, large scale updated infrastructure maps, and project manual at the 60-percent, 90-percent and 100-percent completion stages, as defined above
- POPCCs at the 30-percent, 60-percent, 90-percent and 100-percent completion stages

Task 8 - Permitting

8.1. Permitting Services

Upon authorization, ENGINEER will perform the following permitting services:

- a. Schedule and attend pre-application meetings with each regulatory agency for the purpose of verifying permit requirements. Prepare and distribute minutes of each meeting. It is anticipated that meetings will be held with the following agencies:
 - Florida Department of Environmental Protection (FDEP)
 - Wastewater Improvements
 - Sovereign/Submerged Lands (Section 10/404 - Nationwide)
 - Lee County Department of Health (Lee DOH)

- Potable Water Improvements
- VILLAGE of Estero
 - Fire, Planning & Zoning (Development Order)
- Florida Department of Transportation (FDOT)
 - Right-of-Way Permitting (US 41)
- South Florida Water Management District (SFWMD)
 - Surface Water Management (stormwater)
 - Dewatering
- U.S. Fish & Wildlife
 - Surface Water Impacts
- Seminole Gulf Railway
 - Railroad Crossing (if required)
- Lee County Utilities
 - Water and Wastewater Review

b. Prepare and submit the following permit applications:

1) VILLAGE

- Development Order (DO) application with supporting documentation (3-submittals anticipated, one (1) for each area).

2) Lee County Utilities

- Submit applications with supporting documentations for potable water and wastewater improvements

3) FDEP

- Wastewater Collection/Transmission System permit application (FDEP Form 62-604.300(8)(a), along with supporting documentation for each sub area (3-submittals anticipated, one (1) for each area). Each application shall cover the wastewater collection and transmission, as appropriate.
- Notice of Intent (NOI) and Stormwater Pollution Prevention Plan (SWP3) applications for stormwater control during construction. It is anticipated that three (3) submittals will be made, one (1) for each area. NOI and SWP3 application will be submitted for the entire project.
- Prepare and submit a Nationwide Permit Application (Section 10/404) for crossing of the Estero River along Sandy Lane (if wastewater force main connection for Area A extends south to Corkscrew Road).

4) Lee County DOH

- Application for a Specific Permit to Construct PWS Components (FDEP Form 62-555.900(1)) along with supporting documentation for each sub area (3-submittals anticipated, one (1) for each area).

5) SFWMD

- Prepare and submit an Environmental Resource Permit (ERP) application to the SFWMD for the stormwater improvements (catch basins & piping) associated with miscellaneous stormwater improvements. Up to eight (8) applications are anticipated.

6) Lee County

- Prepare and submit right-of-way permit applications for improvements which may be installed along Lee County roads (none anticipated, but up to 3 included).

7) Seminole Gulf Railway (if required)

- Prepare and submit up to one (1) application and supporting documentation for a Pipeline Installation and Occupation Easement Agreement.

c. All permit application fees will be paid by the VILLAGE.

d. Respond to all requests for additional information (RAIs) from the permitting agencies directly associated with the proposed applications to clarify the original application(s).

e. At this time, it is unknown what if any impacts will be made to protected species and this will not be determined until field investigations can be performed. As such, no permitting efforts can be determined for environmental impacts (wetland and/or threatened and endangered species) at this time.

Notes:

1. No wetland mitigation is anticipated or included within this scope of services.
2. No environmental permitting other than any efforts specifically described under Task 6 are included within this scope of services. Any specific environmental permitting determined to be required as a part of the performance of Task 6 and which are not included within Task 6, or this Task 8 will be included under a future authorization.
3. We have included meeting with the U.S. Fish & Wildlife for coordination associated with potential surface water impacts. However, we do not anticipate permitting through the U.S. Fish & Wildlife.
4. The selected Contractor will be required to prepare application with required documentation and apply for a dewatering permit.

Deliverables

- Agenda and meeting minutes from pre-submittal meetings with each agency
- Draft permit applications and supporting documentation
- Request for permit application fees along with backup documentation, as required
- Copies of final permit applications as submitted with documents signed and sealed by Engineer of Record, as required

- Copies of responses to RAIs
- Original permits, once received

Task 9 – Public Involvement

9.1 Public Involvement Services

The VILLAGE has indicated the importance of public involvement. The ENGINEER, in conjunction with SUBCONSULTANT Cella Molnar and Associates, will perform the following through design:

- a. Provide coordination with the project team including project planning and review, attendance at design meetings (as needed) and attendance with VILLAGE staff/officials.
- b. Develop and maintain a list of property owners/tenants in the project area.
- c. Develop and maintain an email database with property owners/tenants elected officials, agencies and interested parties/stakeholders.
- d. Develop a kick-off newsletter (anticipated to be 2 pages – 11” x 17”, color, double sided).
- e. Prepare power pint presentations for the projects.
- f. Communicate & coordination onsite visits with affected parties.
- g. Prepare an advanced notification letter to elected officials, agencies and interested parties.
- h. Prepare press releases and respond to media.
- i. Prepare for and attend up to three (3) public meetings during design. This shall include securing meeting sites, development and mailing of newsletter in advance of meetings (2 pages 11’ x 17”, color), preparation of press releases and advertisements, and preparation of a technical memorandum.
- j. Respond and maintain a log of public inquiries.
- k. Develop and maintain a project website.

Deliverables

- Kickoff Newsletter
- Project Mailing List
- Email list
- Responses to public comments
- Website updates

D. ADDITIONAL SERVICES

This Scope of Services includes design phase services only. Once construction schedules have been developed, the ENGINEER will prepare and submit a separate scope for professional services to be performed during the construction phase.

E. SCHEDULE

Task	Days from Notice to Proceed
Preliminary Services	180
Surveying	180
Geotechnical Investigations	180
Cultural Investigations	180
Environmental Surveys	180
Construction Plans	450
Permitting	450

F. COMPENSATION

Proposed fee breakdown is summarized below. The basis of payment is time and materials:

Task	Fee
Project Management	\$ 99,205
Preliminary Services	\$ 98,440
Surveying	\$207,629
Geotechnical Investigations	\$ 64,489
Cultural Investigations	\$ 5,290
Environmental Surveys	\$ 51,750
Construction Plans	\$471,290
Permitting	\$ 65,835
Public Involvement	\$ 67,812
Expenses	\$ 2,500
TOTAL	\$1,134,239

EXHIBIT B
PRICING PROPOSAL

Price Proposal		Labor Plan																				Price Summary / Totals												
Broadway East UEP		29 Resources																				Task Pricing Totals												
Submitted to: Village of Estero (Attn: David Willems)		275.00	180.00	95.00	170.00	105.00	95.00	95.00	180.00	100.00	115.00	180.00	110.00	115.00	225.00	225.00	130.00	135.00	225.00	180.00	110.00	180.00	130.00	110.00	130.00	130.00	135.00	210.00	210.00	1,134,239				
Contract Type: T&M																						Total Price												
Total Labor Hrs																						Pricing by Resource												
Project Phases / Tasks		6,995																												Labor	Subs	ODCs	Task Pricing Totals	
Task 1 - Project Management		590	66	285	33				10	74	46	10								16										99,205	-	-	99,205	
Task 2 - Preliminary Services		727	32	80	40				88	88	12	110	80	20								35	50	10	50		32			98,440	-	-	98,440	
Task 3 - Surveying		1,256	-	16	-	204	280	280	424	-	34	18																		139,310	65,819	2,500	207,629	
Task 4 - Geotechnical Investigations		12	-	4	-					8																				1,520	62,969	-	64,489	
Task 5 - Cultural Investigations		8	-	8	-																									1,440	3,850	-	5,290	
Task 6 - Environmental Surveys		322	-	20	-					36			24														12	106	32	92	51,750	-	-	51,750
Task 7 - Construction Plans		3,512	94	320	36				90	390	352	144	800			36	110	160	36	130	240	78	216	280						471,290	-	-	471,290	
Task 8 - Permitting		506	14	61	66				84			50			1		2	2		4	38	100	68			6	10			65,835	-	-	65,835	
Task 9 - Public Involvement		62	6	24					16	16																				9,410	58,402	-	67,812	
Reimbursable Expenses																																2,500	2,500	
Expenses																																2,500	2,500	
Totals		6,995	212	818	175	204	280	280	424	100	730	520	166	984	90	20	37	110	162	38	146	244	171	366	358	50	50	136	32	92	938,200	191,039	5,000	1,134,239

EXHIBIT C
PROJECT SCHEDULE

Broadway East UEP

ID	Task Name	Duration	Start	Finish	Predecessor Names	Resource	22	May '22	Jun '22	Jul '22	Aug '22	Sep '22	Oct '22	Nov '22	Dec '22	Jan '23	Feb '23	Mar '23	Apr '23	May '23	Jun '23	Jul '23	Aug '23	Se
1	Notice to Proceed	15 days	Fri 7/1/22	Fri 7/15/22																				
2	Kickoff Meeting	15 days	Fri 7/1/22	Fri 7/15/22																				
3	PRELIMINARY SERVICES	180 days	Fri 7/1/22	Tue 12/27/22																				
4	Data Collection	5 days	Fri 7/1/22	Tue 7/5/22																				
5	Preliminary Layouts	19 days	Fri 7/1/22	Tue 7/19/22																				
6	Hydraulic Modeling	45 days	Fri 7/1/22	Sun 8/14/22																				
7	Utility Easement/ROW Assistance	180 days	Fri 7/1/22	Tue 12/27/22																				
8	Funding Assistance	180 days	Fri 7/1/22	Tue 12/27/22																				
9	Assessment Assistance	180 days	Fri 7/1/22	Tue 12/27/22																				
10	Surveying	164 days	Mon 4/18/22	Wed 9/28/22																				
11	Sandy Lane (Surveying/SUE)	45 days	Mon 4/18/22	Wed 6/1/22																				
12	Area A Surveying/SUE	90 days	Fri 7/1/22	Wed 9/28/22																				
13	Area B Surevying/SUE	90 days	Fri 7/1/22	Wed 9/28/22																				
14	Area C Surveying/SUE	90 days	Fri 7/1/22	Wed 9/28/22																				
15	SUE	90 days	Fri 7/1/22	Wed 9/28/22																				
16	Geotechnical Investigations	180 days	Fri 7/1/22	Tue 12/27/22																				
17	Geotechnical Investigations/Report	180 days	Fri 7/1/22	Tue 12/27/22																				
18	Cultural Investigations	180 days	Fri 7/1/22	Tue 12/27/22																				
19	Cultural Reviews/Reports	180 days	Fri 7/1/22	Tue 12/27/22																				
20	Environmental Surveys	180 days	Fri 7/1/22	Tue 12/27/22																				
21	Environmental Reviews/Summaries	180 days	Fri 7/1/22	Tue 12/27/22																				
22	Construction Plans	357 days	Mon 8/1/22	Sun 7/23/23																				
23	30-percent Design	60 days	Mon 8/1/22	Thu 9/29/22	5																			
24	30-percent Presentation to Council	21 days	Fri 9/30/22	Thu 10/20/22	23																			
25	60-percent Design	120 days	Fri 9/30/22	Fri 1/27/23	23																			
26	60-percent Presentation to Council	21 days	Sat 1/28/23	Fri 2/17/23	25																			
27	90-percent Design	90 days	Sat 1/28/23	Thu 4/27/23	25																			
28	100-percent Design	60 days	Fri 4/28/23	Mon 6/26/23	27																			
29	Permitting	151 days	Sat 1/28/23	Tue 6/27/23																				
30	FDEP (Wastewater)	61 days	Fri 4/28/23	Tue 6/27/23	27																			
31	Lee DOH (Potable)	61 days	Fri 4/28/23	Tue 6/27/23	27																			
32	Estero Development	151 days	Sat 1/28/23	Tue 6/27/23	25																			
33	SFWMD (ERPs)	151 days	Sat 1/28/23	Tue 6/27/23	25																			
34	Lee County ROWs	61 days	Fri 4/28/23	Tue 6/27/23	27																			
35	Seminole Gulf Railway (if Required)	151 days	Sat 1/28/23	Tue 6/27/23	25																			
36	FDEP/USACE Nationwide Permit	151 days	Sat 1/28/23	Tue 6/27/23	25																			
37	Public Involvement	209 days	Thu 9/1/22	Tue 3/28/23																				
38	Public Meeting 1 (Preliminary Design)	30 days	Thu 9/1/22	Fri 9/30/22																				
39	Public Meeting 2 (Detailed Design)	60 days	Sat 1/28/23	Tue 3/28/23	25																			

Project: Project1
Date: Fri 4/29/22

Task		Project Summary		Manual Task		Start-only		Deadline	
Split		Inactive Task		Duration-only		Finish-only		Progress	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
Summary		Inactive Summary		Manual Summary		External Milestone			