

## **AGREEMENT FOR CONSULTANT SERVICES**

This Agreement for Consultant Services (“Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2019, between the City of Venice, a Florida municipal corporation (“City”), and, Black & Veatch Corporation, a Delaware Corporation authorized to work in the State of Florida (“Consultant”).

### **WITNESSTH:**

Whereas the City desires to authorize the Consultant to perform professional services concerning the New Water Booster Pump Station project as more particularly described in the Scope of Services provided in Exhibit A, and the Consultant is willing to perform those services.

Therefore, in consideration of the premises and agreements contained herein, the parties agree as follows:

### **ARTICLE I**

#### **Description of Services**

Consultant shall provide professional services including planning, design, permitting, bidding support, construction phase services, and related services in support of a new potable water pumping station to be constructed on an undeveloped site in the northern part of the City’s service area (“Services”) as further described herein.

#### **Scope of Services**

The scope of services for this project includes engineering services to support implementation of the following facilities:

- Water Booster Pump Station– Consisting of a water storage tank, pump station building, chemical trim facilities, electrical room, locker room, restrooms, offices, and large conference room. The pump station site will also include an emergency generator and a site wastewater lift station, as well as various site access, stormwater and landscaping improvements.

- “Off-site” Utility Mains – Consisting of 16” potable water transmission mains to and from the pump station site to connect to the City distribution system, as well as fiber optic service extension to the site, and a discharge force main from the site.
- Emergency Potable Water Interconnect (bi-directional) with Sarasota County.

Consultant will provide professional engineering services in support of planning, preliminary and final design, permitting, bidding, construction administration, and related services for the Project.

The Scope of Services is more fully described in Exhibit A.

## **ARTICLE II**

### **Term**

The Agreement shall commence immediately upon execution by both the City and the Consultant and shall continue through completion of construction and the acceptance of the Consultant’s final deliverables by the City unless the Agreement is otherwise terminated as provided for herein.

## **ARTICLE III**

### **Consultant’s Scope of Services**

The Consultant shall perform the Services relevant to the project in accordance with the terms and conditions set forth herein, and as provided in the Scope of Services contained in Article I, Exhibit A of this agreement, the Request for Qualifications (RFQ) 3092-18 issued by the City and Consultant’s proposal submittal, which is incorporated into this Agreement by reference.

## **ARTICLE IV**

### **Changes in Scope**

If changes occur to the Consultant's Scope of Services, a supplemental addendum or amendment to this Agreement shall be negotiated at the request of either party.

## **ARTICLE V**

### **Consultant's Fee**

As compensation for the Services as described in Exhibit A of this Agreement and as set forth in Article I herein, the Consultant shall be paid a "Basic Fee", which shall constitute full and complete payment for the Services and all expenditures that may be made and expenses incurred, except as otherwise expressly provided in this Agreement. The Basic Fee shall be a Not to Exceed amount of **two million thirty-one thousand, six hundred sixty-one dollars and 00/100's (\$2,031,661.00)** for the Services as described herein. The Basis of Payment shall be Lump Sum for certain Tasks and Not-to-Exceed for other Tasks. The Task totals and Basis of Payment for each Task are as indicated in Consultant's proposal (Exhibit A).

Payment Schedule for Basic Fee.

The Basic Fee shall be paid in installments as the Consultant's work progresses based on invoices submitted by the Consultant no more frequently than monthly based on task completion as outlined in Exhibit A.

Payments will be made by the City to Consultant in accordance with Chapter 218, Part VII, Florida Statutes, the Local Government Prompt Payment Act.

The books of account for the Consultant shall be subject to audit by the City. The Consultant shall complete work and cost records for all billings on those forms and in that manner as will be satisfactory to the City.

## **ARTICLE VI**

### **Termination**

This Agreement may be terminated by either party upon thirty (30) days' prior written notice to the other party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party.

This Agreement may be terminated by the City for its convenience upon thirty (30) days' prior written notice to the Consultant.

In the event of termination, as provided for in this Article, the Consultant shall be paid as compensation in full for that portion of the Services performed to the date of that termination, an amount calculated in accordance with Article V of this Agreement. Such amount shall be paid by the City upon the Consultant's delivering or otherwise making available to the City, all data, reports, and any other information and materials as may have been accumulated by the Consultant in performing the Services included in this Agreement, whether completed or in progress.

## **ARTICLE VII**

### **Assignment**

This Agreement shall not be assignable except at the written consent of the parties, and if so assigned, shall be binding upon the successors and assigns of the parties.

## **Article VIII**

### **Indemnity**

The Consultant shall defend, indemnify and hold the City and the officers, directors, and employees of the City harmless for and against third party claims, demands, suits, judgments,

damages to persons or property of third parties, and injuries, losses or expenses for same to the extent caused by any negligent act or omission of the Consultant, its sub-consultants and their officers, directors, agents or employees; any failure of the Consultant to perform the Services hereunder in accordance with generally accepted professional standard of care outlined in this Agreement. To the fullest extent possible under the applicable law, Consultant's total liability under this Agreement (whether in contract, tort or otherwise and including on termination) is limited to the amount of the compensation paid. Notwithstanding anything to the contrary stated elsewhere in the Agreement, Consultant shall not be liable for any loss of profit, loss of business or any incidental, special, indirect or consequential loss.

The standard of care applicable to Consultant's Services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time said services are performed. Consultant will reperform any Services not meeting this standard without additional compensation.

## **ARTICLE IX**

### **Prohibition Against Contingent Fees**

The Consultant warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

## **ARTICLE X**

### **Insurance**

The Consultant agrees to procure and maintain at its expense until final payment by the City for Services covered by this Agreement, insurance in the kinds and amounts provided in the specifications in Exhibit B INSURANCE REQUIREMENTS with insurance companies authorized to do business in the State of Florida, covering all operations under this Agreement, whether performed by it or its agent. Before commencing the Services, the Consultant shall furnish to the CITY a certificate or certificates in form satisfactory to the City, showing that it has complied with this Article. All certificates shall provide that the policy shall not be changed or canceled until at least thirty (30) day's prior written notice has been given to the City.

## **ARTICLE XI**

### **Discrimination Prohibited**

In performing the Services required under this Agreement, the Consultant shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age or physical handicap.

## **ARTICLE XII**

### **Public Records**

Consultant agrees to comply with Florida's public records law by keeping and maintaining public records that ordinarily and necessarily would be required by the public agency in order to perform the Services; upon the request of the City's Custodian of Public Records, by providing the City with copies of or access to public records on the same terms and conditions that City would provide the records and at a cost that does not exceed the cost provided by Florida law; by ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of the Agreement and following completion of the Agreement if the Consultant does not transfer the records to the City; and upon completion of the Agreement by transferring, at no cost, to City all public records in possession of Consultant or by keeping and maintaining all public records required by the City to perform the Services. If the Consultant transfers all public records to the

City upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS LORI STELZER, MMC, CITY CLERK, AT 401 W. VENICE AVENUE, VENICE, FLORIDA 34285, (941) 882-7390, [LSTELZER@VENICEGOV.COM](mailto:LSTELZER@VENICEGOV.COM).**

### **ARTICLE XIII**

#### **Venue and Governing Law**

The laws of the State of Florida shall govern all provisions of this Agreement. Venue for any dispute shall be Sarasota County, Florida. If any court proceeding or other action occurs between the parties as a result of this Agreement or any other document or act required by this Agreement, the prevailing party shall be entitled to recover attorney's fees and all court costs including attorney's fees and court costs incurred in any pre-trial, appellate, and/or bankruptcy proceeding, as well as, attorney's fees and costs incurred in determining entitlement to and reasonableness of fees and costs.

IN WITNESS WHEREOF, the parties to the Agreement have hereunto set their hands and seals and have executed this Agreement as of the day and year first above written.

(SEAL)

ATTEST:

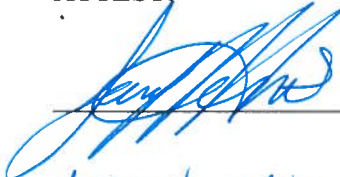
CITY OF VENICE  
IN SARASOTA COUNTY, FLORIDA


\_\_\_\_\_  
CITY CLERK

BY: \_\_\_\_\_  
JOHN HOLIC, MAYOR

ATTEST:

BLACK & VEATCH CORPORATION

  
\_\_\_\_\_  
*Jacklyn Hines, Admin Assistant*  
Signed by (typed or printed)

BY:  \_\_\_\_\_  
Rafael E. Frias III, Associate Vice President  
Signed by (typed or printed)

Approved as to Form and Correctness

\_\_\_\_\_  
Kelly Fernandez, City Attorney



**EXHIBIT A**

**PROJECT SCOPE OF SERVICES AND FEES**

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## SCOPE OF SERVICES NEW WATER BOOSTER PUMP STATION

### PROJECT OVERVIEW

The City of Venice, Florida (City) owns and operates a 4.48 mgd brackish groundwater reverse osmosis (RO) water treatment plant and associated water distribution system. The distribution system includes piping throughout the City, including areas east of Interstate 75.

The City has completed studies of the distribution system and concluded that a new booster pump station and ground storage tank are needed, east of I-75, to improve customer service, water quality, and meet future demands. The Venice New Water Booster Pump Station (BPS) (Project) supports implementation of a new booster pump station consisting of a new building, pumps, piping, generator and ground storage tank. The facilities anticipated to be included in the design are:

- Water Booster Pump Station— Consisting of a water storage tank, pump station building, chemical trim facilities, electrical room, locker room, restrooms, offices, and large conference room. The pump station site will also include an emergency generator and a site wastewater lift station, as well as various site access and stormwater and landscaping improvements.
- “Off-site” Utility Mains – Consisting of 16” potable water transmission mains to and from the pump station site to connect to the City distribution system, as well as fiber optic service extension to the site, and a discharge force main from the site.
- Emergency Potable Water Interconnect (bi-directional) with Sarasota County.

Consultant will provide professional engineering services in support of planning, preliminary and final design, permitting, bidding, construction administration, and related services for the Project. A Conceptual Design Report and Alternatives Evaluation for this Project was prepared by ARCADIS for the City in 2017. In providing these professional engineering services Consultant generally anticipates implementing facilities consistent with the recommendations established in the Conceptual Design Report, except as indicated in this scope.

Overall, the project will include the following project phases and services:

- Task 1 – Project Management
- Task 2 – Planning & Project Support
- Task 3 – Field Investigations
- Task 4 – Preliminary Design Report
- Task 5 – Design Services
- Task 6 – Permitting Services
- Task 7 – Bid Phase Services
- Task 8 – Owner’s Allowance
- Task 9 – Construction Phase and RPR Services (CPS)
- Task 10 – Solar Design, Bid, & CPS

## **SCOPE OF SERVICES**

Consultant will provide the following professional services as part of this scope.

### **Task 1 – Project Management**

#### **1.1 Project Management, Administration**

Consultant will perform general administrative duties associated with the Project, including project set-up, negotiation of subconsultant contracts, resource and sub-consultant management, progress monitoring, scheduling, general correspondence, office administration, and invoicing.

Consultant will maintain accurate project documentation and project cost accounting system throughout the project to include the following:

- Maintain a project filing system throughout duration of Project to use for storage and retrieval of Project documents.
- Prepare monthly status reports and invoices for engineering services in the format required by the contract. Status reports will include a summary of work completed during the previous month.

Consultant will update the project schedule based upon the City NTP date and distribute the updated schedule at the project initiation meeting. The project schedule will identify the following information:

- Key project tasks and deliverables.
- Critical dates for data submission, deliverable reviews, and decisions by the City, meetings and workshops.

Consultant will review, update and submit to City the updated Project schedule periodically upon completion of major project elements.

#### **1.2 QA/QC Plan**

Consultant will prepare a QC-Verification plan and monitoring checklist and maintain control over the quality of its work efforts. This will include oversight and review by the lead technical engineer(s), project manager, senior technical staff and managerial staff. This task includes time for development and management of the QA/QC plan / program. Hours for actual QC reviews have been included in other tasks.

### **Task 2A – Planning & Project Support (Lump Sum)**

#### **2.1 Project Kickoff Meeting**

Attend a project kickoff meeting with the City to confirm project goals, roles and responsibilities and to review the scope of services. Consultant will prepare and distribute meeting minutes.

## 2.2 Collect and Review Existing Documents and Data

Consultant will collect and review existing reports, maps, hydraulic model files, aerial photos, property data, site boundary survey data, GIS data and relevant water distribution record drawings to gain a thorough understanding of the City's system. Consultant will gather data on the property proposed by the City for the new water storage tank and pump station. Consultant will be reliant on City staff to assist in the acquisition of such documentation.

## 2.3 Identification of Required Site Easements

The City has selected a proposed site for the location of the water storage tank and booster pump station. The site does not have right-of-way access, and parcel access easements and utility easements will ultimately be required. Consultant will review the property site documentation and assist the City with identifying the location of an access easement(s) to accommodate site access. Preparation of legal descriptions in support of easement acquisition is covered in a separate task. Acquisition of easements and negotiation with property owners will be performed by the City.

## 2.4 Pipeline Route Study

Consultant will perform a limited route analysis study and present a Technical Memorandum (TM) which will consider the selected site layout option as well as the location of the future Sarasota County Potable Water Interconnect to recommend the best transmission main route(s) to connect this new pump station facility to the City's distribution system. The budget for this task assumes up to two (2) meetings with the City as well as one field visit by two professionals to the Project area to explore the various routes. Consultant will meet with the City to discuss the draft TM findings and recommendations and will assist the City in selection of the preferred "Off-Site" transmission main routes and location of proposed future Interconnect with Sarasota County. This TM will also consider recommendations for Fiber Optic Cable (FOC) route to connect this new facility to the City's existing FOC system, as well as the best route for an off-site wastewater force main and the desired location of the sanitary sewer tie-in. The route study will consider factors such as route distance, cost, easement requirements, permitting feasibility, accessibility for maintenance, and construction challenges.

## 2.5 Acoustical Study

Acoustical Modeling will be performed under this subtask, to include a sound level survey of the site, acoustical modeling and analysis of the proposed improvements and proposed sound mitigation measures that will be considered in the design.

- A. Code Review - The acoustical study will include a detailed review of applicable noise laws, ordinances, regulations, and standards (federal, state, and local).
- B. Site Visit and Sound Level Survey - Two acoustical professionals will visit the Project site and surrounding area to observe and measure the existing acoustical conditions. A short survey protocol document will be prepared for review with the Project team and the City in order to coordinate access to the Project site, and to review the survey schedule, general processes and procedures, and safety and security concerns. The survey will include continuous sound level

monitors, that will be placed and recording data for a minimum duration of 24 hours, set up on at least two representative locations on the Project site or in the nearby residential community. The continuous sound level monitors will be unmanned, but will be inspected regularly during the survey period, including during late night / early morning hours. The continuous sound level monitors will be locked and secured on Project property or in public rights-of-way. Monitors will not be placed on private property. During the sound level monitor inspection visits, noise sources will be observed, meteorological conditions will be observed and measured, and short-term sound levels will be measured as deemed necessary to supplement the continuous monitoring. Short-term sound levels will also be measured at additional locations as deemed necessary to fully characterize the existing acoustical conditions around the Project site. The survey will be completed in accordance with industry standards and local regulations using IEC Class 1 or Class 2 instrumentation. A three-day trip for two acoustical professionals is assumed, including travel. The measurement and monitoring data from the survey will be reviewed and reduced in order to facilitate additional analyses.

- C. Acoustical Modeling, Analysis, and TM - The Project will be modeled, based on the 30% design, in accordance with ISO 9613 methodology. The acoustical model will include input based on local terrain (via GIS / DTM data sources) and meteorological trends (via available online historical weather data). Modeling of Project equipment and structures will be based on drawings and equipment/process designs provided by the Project team. The results of the acoustical model and the sound level survey will be used to investigate mitigation measures for Project equipment as necessary to ensure the future operation of the Project will comply with local regulations. A technical memo (TM) will be prepared that provides details of the regulatory requirements, the results of the sound level survey, and the results of acoustical modeling and analyses. Details of acoustical requirements for equipment and conceptual mitigation measures (if any) will be provided in the TM, including estimated effectiveness based on modeling results.

## 2.6 Solar System Feasibility Assessment

Consultant will perform an assessment of the feasibility and cost analysis for implementing an alternative electrical energy generation facility to supply a portion of the electrical energy required to operate the Venice Water Booster Pump Station. Consultant will utilize PVsyst V6.67 or Helioscope software package. PVsyst and Helioscope include extensive meteorological and PV systems components databases, as well as general solar energy tools. This tool is capable of supporting all stages of project development, economic evaluation, preliminary design, and project design.

- A. Establish Target Size – Consultant will establish the target size (generation capacity) of a solar PV system including related configuration criteria such as type of technology, connectivity to the plant / utility power grid, etc. The definition of size / configuration will consider:
- Projected plant electrical demand and anticipated future changes for growth or efficiencies to be implemented.
  - City's goals and criteria.
  - Potential for net positive metering and other impacts to the current utility rate structure / demand charges.
  - Potential for favorable business case results.

B. Solar PV System Concept – Consultant will develop a Solar PV system concept TM including the items below. In developing the Concept TM, Consultant will give consideration to the availability and suitability of land, and other site constraints.

- Description of new facilities
- Conceptual layout
- Conceptual schematic of electrical distribution system modifications
- Conceptual mounting system schematics
- Anticipated permit requirements
- Conceptual Level Opinion of Probable Capital and O&M Costs
- Implementation schedule
- Recommendation will be provided for the best available opportunity for a solar energy savings project

C. Cost Analysis – Consultant will perform a cost analysis for implementing the Solar PV concept TM defined in the subtask above. An analysis of energy cost savings will be performed based on the current rate structure and resulting changes in on-peak/off-peak utility power usage and demand charge impacts. The estimated payback period will be determined for the Solar PV concept based on the conceptual level opinion of probable cost and O&M costs, and estimated energy cost savings. Non-financial impacts will also be documented as part of the feasibility assessment, including criteria such as sustainability goals and related public relations and improved plant reliability.

## 2.7 Phase 1 Environmental Site Assessment

Consultant will perform a desktop environmental review in general accordance with the ASTM Standard Practice for Environmental Site Assessments: Phase 1 Environmental Site Assessment Process (E 1527-13). Information to be reviewed will include standard historical sources back to 1940 or the first developed use of the property, and record searches for the site and surrounding properties of standard ASTM E 1527-13 environmental sources. A technical memo (TM) will be prepared that provides details of the results of the Phase 1 Environmental Site Assessment (ESA). Should a Phase 2 Environmental Site Assessment be necessary that will be performed as a supplemental service.

## **Task 2B – Planning & Project Support (NTE)**

### 2.8 Public Information Services

Consultant will perform public information services up through completion of construction for this Project. Services under this subtask will be led and primarily performed by Public Information Subconsultant, Cella Molnar. These public information services will be provided through the entire course of the project from the initial phase through the construction phase. Subconsultant proposal is included in Attachment A. This subtask includes the following public information services:

- Initial Public Involvement – To include developing and maintaining mailing and emailing list, attendance by Public Information Consultant at the Kickoff Meeting and one City Council Meeting,

as well as up to three progress meetings during the preliminary activities phase. This also includes development of a two-page newsletter, which will be used to inform the public in the initial phases as well as through the construction phase.

- Advanced Notification Letter will be developed and delivered to elected officials/agencies.
- Small Group Stakeholder Meetings – To include up to eight (8) meetings with City, property owners, interested parties, and HOA members, as well as preparation and delivery of email invite/handouts. Three of these Stakeholder Meetings will be conducted with the local residential stakeholders prior to initiating Task 3 – Field Investigations, and will be delivered to the Venetian Golf and River Club, Toscana Isles, and Willow Chase communities
- Design Public Meeting – To include one (1) public meeting, including press release, 2-page newsletter, display boards, preparation of a Powerpoint presentation, reviewing/responding to public comments, and a TM.
- Public Inquiries – Respond to public inquiries and maintain log through the entire course of the project from the initial phase through the construction phase.
- Project Website – Development and maintenance of an ADA-compliant public website for the entire duration of the Project spanning from design through the construction phase.
- Conceptual design renderings in 3-D.

Consultant participation in the Public Information Program will include preparation of technical support materials such as site renderings or project descriptions, attendance at the Design Public Meeting, and attendance at up to four small group stakeholder meetings.

#### 2.9 Preliminary Meetings and Support Services Allowance

This Task provides an Allowance to be utilized at the City's discretion, for desired preliminary activities not specifically included in other Scope Tasks. Services shall only be provided, and invoiced, under this task if authorized in writing by the City. Examples of the types of services that may be requested and provided under this Task include, but are not necessarily limited to, the following:

- Attend meetings or site visits with City staff, the public, Sarasota County, or other participants.
- Assist the City with review and comment on reports or other related documents prepared by the City, stakeholders, other consultants, etc.
- Assist the City with preparing or making presentations to City Council.
- Assist the City with other related services as may be requested.
- Additional 3D Site Renderings.

Services authorized to be provided under this Scope Task may be services provided by Consultant or Consultant's subconsultants, as needed.

#### **Task 3 – Field Investigations**

After confirmation of the site layout and confirmation of the routes for the proposed "Off-site" utilities infrastructure, Consultant will perform the necessary survey, environmental, Geotech, and SUE data collection to support design. The majority of this task will be performed by our subconsultants George F

Young (GFY) and Driggers Engineering (DESI), who will perform field investigations, as described below. Subconsultant proposals are included in Attachment A.

### 3.1 Limited Scope Environmental Assessment

A limited scope environmental assessment will be performed on the pump station site. This will generally include a wetlands delineation and wildlife habitat assessment and will cover the entire City-owned parcel at the pump station site. Refer to the GFY proposal in Attachment A for a description of the specific work elements to be performed under this subtask.

### 3.2 Surveying

Land surveying services will be performed to support the project. This will generally include a site boundary survey of the entire City-owned parcel (about 40 acres), a detailed topo survey of the immediate pump station footprint (appx 4 acres), a topo survey of the off-site utility routes, survey of wetland edges and extents within the project corridor, and preparation of legal descriptions in support of easement acquisition. Refer to the GFY proposal in Attachment A for a description of the specific work elements to be performed under this subtask.

### 3.3 Subsurface Utility Engineering (SUE) Services

A program of subsurface utility location services will be performed in support of the pump station and off-site utility design. Refer to the GFY proposal in Attachment A for a description of the specific work elements to be performed under this subtask.

### 3.4 Geotechnical Services.

A program of geotechnical drilling, testing, and engineering services will be performed to support design of those elements of the design requiring such information, including both the pump station site and off-site utilities. Refer to the DESI proposal in Attachment A for a description of the work elements to be performed under this subtask.

## **Task 4 – Preliminary Design Report**

The following facilities are anticipated to be covered in the Preliminary Design Report and included in the design documents prepared for this project:

### Pump Station

- Site civil
  - Stormwater facilities
  - Access road (w/circular drive) & parking
  - Landscaping berms for enhanced visual screening
  - Site layout to also consider future provisions on parcel
  - Wastewater lift station to serve the BPS
  - Miscellaneous site yard Piping (potable water and sewer services mainly)



- 2MG water storage tank (dimensions approximately 125' diameter & 30 feet high)
  - Active tank mixing system
  - Consider aesthetic tank external features
  - Piping and siting for a future second tank
- Three horizontal split case pumps (50 HP each pump) with VFD's, piping, and space to accommodate two additional future pumps
- Sodium hypochlorite chemical feed system –storage and feed (including chlorine analyzer) for trim purposes, and piping connections for portable containers.
- Provisions will be made for future generation of chloramines at this facility by including injectors and piping stub-out connections for future ammonia chemical storage and feed equipment at this facility
- Pump station building (dimensions approximately 80 feet by 50 feet)
  - Minor architectural features, including sloped tile roofs.
  - Suction header piping in trenches and forced air ventilation and monorail with hoist & rollup door features in the pump room
  - Electrical room w/HVAC
  - Chemical room (sodium hypochlorite) with required ventilation system.
  - Plumbing
  - Fire alarm system and fire suppression systems
  - Restrooms (men and women), each equipped with two fixtures, a sink, and a shower - to potentially accommodate a crew of up to twelve City staff members for an emergency period of up to five days
  - Small break room/kitchen area sufficient for small refrigerator, stove, a sink, and some counterspace
  - Medium conference room with a few large monitors that will serve as potential open space for accommodating a temporary control room/emergency operations center for the City
  - Medium size multipurpose training room/office space/bunk room which could potentially accommodate up to twelve portable cots/etc. for emergency operations staff.
- Site process yard piping
  - Above-grade potable water flowmeters / backflow assemblies
  - Above grade chemical injection locations
  - Above grade/accessible sample tap(s)
- New electrical feed facilities from FPL (incoming power and distribution)
- Emergency backup power – approximate 150KW engine-generator in sound-attenuating enclosure (with sub-base fuel tank of approximately 900 gallons – for an estimated 3 days of diesel storage at full load conditions).
- Site lighting & security (including CCTV, intrusion alarms, card reader access, and Fencing)
- Instrumentation and controls (and SCADA) – To tie the booster pump station into City's SCADA system to enable remote control of the WTP and WWTP from the BPS during an emergency event such as a hurricane. Furthermore, the City desires the capability to remotely monitor the CCTV cameras of these other City facilities from this new booster pump station.

#### "Off-Site" Potable Water Transmission Mains, and Supporting Utilities

- 16" dual transmission mains to/from the site – Total of up to approximately 15,000 LF of potable water transmission main piping (exact routes TBD)
- Fiber-optic cable (FOC) to the site (exact route TBD)
- A wastewater force main routed to a future Toscana Isles developer lift station (exact route TBD)

- Design of 15,000 LF of offsite utilities corridor is assumed

#### Potable Water Interconnect with Sarasota County

- Bi-Directional Emergency Interconnect with Sarasota County. (exact location TBD). Pipe distance between connection points anticipated to not exceed 200 feet.

#### 4.1 Basis of Design Criteria

Consultant will prepare basis of design criteria to summarize the design. The type, number, capacity and size of all major facility components will be identified. Hydraulic and water quality modeling will be performed under this task. Design objectives and criteria for the facility flow, pressure and storage requirements will be developed. Sizing and flow requirements for the tank and pumps and associated tank mixing and water quality and chemical feed improvements will be based on a review and analysis of hydraulic model simulations. Design objectives and criteria will also be developed for the “off-site” transmission mains as well as the potable water interconnect facility. Flow schematics will be detailed showing the major facility components. Consultant will meet with City to discuss and confirm the basis of design criteria.

#### 4.2 Preliminary Design Report

Consultant will prepare a preliminary design report (PDR) which will establish the basis of design for the Project. The PDR will constitute the 30% level design effort and will be of sufficient detail to serve as a reference to guide detailed design of the facilities. The PDR will include drawings and figures, as needed, to illustrate the preliminary design layout. In general, the PDR will include the following topics:

- 1 General
- 2 Design Objectives and Criteria
- 3 Facilities
  - Civil / Sitework
  - Water Storage Tank
  - Booster Pumps & Piping
  - Sodium Hypochlorite Chemical Feed
  - Booster Pump Station Building
  - Incoming Power and Distribution
  - Site Wastewater Lift Station
  - Emergency Backup Power
  - Instrumentation and Controls
  - Off-site Utilities (Water transmission mains, FOC, FM)
  - Emergency Potable Water Interconnect with Sarasota County
  - Acoustical Study Preliminary Results and preliminary sound mitigation recommendations
  - Solar System Feasibility Assessment results and recommended solar energy savings project
  - Site security features, including card scanners and cameras
- 4 Summary of Required Permits
- 5 Preliminary Opinion of Probable Construction Cost

Consultant will develop a draft PDR, conduct an internal quality control review, address quality control comments, and then submit the draft PDR for City review. Five printed copies and an electronic copy of the draft PDR will be submitted.

Consultant will attend a preliminary design report review meeting with City staff. Comments from the review meeting will be incorporated into the final preliminary design report and submitted to the City. Five printed copies and an electronic copy of the final PDR will be submitted.

## **Task 5 – Design Services**

Based on the final PDR, Consultant will proceed with detailed design to develop documents suitable for permitting, bidding and construction. Design documents will be prepared to support competitive bidding for selection of a general contractor under a single construction contract with the City.

Drawings will be prepared by Consultant in AutoCAD format. Drawings will be prepared based on Consultant's drafting standards on 22"x34" size sheets. The City's applicable standard details available and current at the time of the work will be utilized. Where applicable City standard details are not available, Consultant's standard details will be utilized.

The technical specifications will be based on Consultant's standards and customized for the project. Construction Specifications Institute (CSI) 16 Division format will be utilized. General Conditions and Special Conditions will be standard EJCDC documents.

It is anticipated that during the design progress, up to six informal meetings and/or site visits will be held with City staff to review progress and coordinate on design-related matters. These informal meetings covered under this Task 5 are in addition to the 60% and 90% milestone submittal review workshops outlined below.

The design of the "Off-Site Potable Water Transmission Mains and Supporting Utilities" assumes a maximum utilities project corridor of up to 15,000 total linear feet, which will be depicted in utilities plan and profile drawings.

Consultant's services will include development of an Opinion of Probable Construction Cost (OPCC) which will be updated at each design milestone.

### **5.1. 60% Level Design**

- A. 60% Design Development – Consultant will progress the design to a 60% level of completion. An internal quality control review will be conducted on the 60% design and review comments incorporated prior to submittal to the City. Consultant will produce and submit a 60% design deliverable package of drawings and specifications. Five printed copies of drawings (11"x17") and specifications will be provided for City review, along with electronic files in pdf format.
- B. 60% City Review Meeting - Consultant will conduct a Workshop with City staff to review the progressing design documents and discuss City Comments. Consultant will prepare an agenda, meeting roster, and other materials as may be necessary to support the meeting. Key members

of the design team will attend in person, and select discipline leads will attend remotely, as needed. Following the meeting, Consultant will prepare and distribute meeting minutes.

- C. 60% Level Cost Opinion - Consultant will prepare a Class level 3 OPCC based on the 60% stage of design completion for review by City. The OPCC will be based on budget pricing provided by potential vendors, comparison to bids for similar projects, published cost data / indices, Consultant's cost database, and Engineering judgment. The OPCC is for comparison to the City's budget for the Project and determination if either the City's budget or the Project scope requires adjustment to align the budget with the projected cost before the design is complete.

## 5.2 90% Level Design

- A. 90% Design Development - Consultant will progress the design to a 90% level of completion. An internal quality control review will be conducted on the 90% design and review comments incorporated prior to submittal to the City. Consultant will produce and submit a 90% design deliverable package of drawings and specifications. Five printed copies of drawings (11"x17") and specifications will be provided for City review, along with electronic files in pdf format.
- B. 90% City Review Meeting - Consultant will conduct a Workshop with City staff to review the progressing design documents and discuss City Comments. Consultant will prepare an agenda, meeting roster, and other materials as may be necessary to support the meeting. Key members of the design team will attend in person, and select discipline leads will attend remotely, as needed. Following the meeting, Consultant will prepare and distribute meeting minutes.
- C. Update Cost Opinion - Consultant will update the Cost Opinion based on the 90% design and comments received at the 90% review meeting to produce a Class 2 level OPCC for the City.

## 5.3 Final Design Documents

Consultant will prepare final documents for construction that incorporate the 90% review comments from City and that are suitable for bidding purposes. The final documents will include necessary General Conditions, Special Conditions and supporting Front-end documents. The final design submittal will consist of signed and sealed electronic files of drawings and specifications in electronic pdf format for the City use in advertising the project for bidding. The OPCC will be updated to produce a Final Class 2 OPCC for the City.

## **Task 6 – Permitting Services (NTE T&M)**

CONSULTANT will prepare permit applications for the following permits or provide coordination for the following approvals anticipated to be required for the Project. Anticipated services are as described below. Unless otherwise stated, the budget for these permitting subtasks assumes that the Consultant will respond to up to two (2) agency requests for information for each permit. It is understood that permit fees will be paid directly by the City.

#### 6.1 Rezoning/Special Exception/Site & Development Approvals

The project will require a Rezone from Planned Industrial Development (PID) to Government Use (GU) and a Special Exception to allow Utilities facility within GU. Consultant will provide services in support of the rezoning process, generally including preparation and submittal of the Rezone, Special Exception and Site & Development applications concurrently, including all the required checklist items, to the Planning & Zoning Division; attendance at a pre-application meeting with the City's Technical Review Committee (TRC) prior to making application; attendance of a public workshop; attendance at a pre-hearing conference with the Planning Commission; attendance at two (2) City Council meetings and at three (3) City Planning Commission meetings; and attendance at one (1) City Architectural Review Board meeting. Based on the Project's location and intended use, it is not anticipated that this Project will require a traffic study. Refer to the GFY proposal in Attachment A for a description of the specific work elements to be performed under this subtask.

#### 6.2 FDEP Environmental Resources Permit (ERP)

Consultant will provide services in support of obtaining this permit. Services will generally include preparation and submittal of a new Environmental Resource Permit (ERP) Application for the proposed stormwater system and existing and wetland impacts; attendance at a pre-application meeting with the FDEP; and coordinating and responding to questions regarding the FDEP ERP and ACOE NW-12 permits through these respective agencies. Refer to the GFY proposal in Attachment A for a description of the specific work elements to be performed under this subtask.

#### 6.3 Sarasota County DOH Permit to construct Public Water Supply Facilities

The Florida Department of Environmental Protection has jurisdiction for permitting construction of Public Water Facilities but has delegated their authority for review and approval of Public Water Supply Facilities to DOH in Sarasota County, Florida. Consultant will provide services in support of obtaining this permit. Services will generally include preparation and submittal of a permit application, attendance at a pre-application meeting, coordinating and responding to agency questions.

#### 6.4 FDEP General Sewer Permit (via Sarasota County Environmental Services)

The Florida Department of Environmental Protection has jurisdiction this permit to Sarasota County Environmental Services. Consultant will provide services in support of obtaining this permit. Services will generally include preparation and submittal of a permit application and coordinating and responding to agency questions.

#### 6.5 FDEP NPDES NOI Generic Permit for Stormwater Discharge

Consultant will provide services in support of obtaining this permit. Services will generally include preparation and submittal and coordination of a permit application to agency. It is assumed that there will be no agency request for additional information that will be required for this particular permit approval. Refer to the GFY proposal in Attachment A for a description of the specific work elements to be performed under this subtask.

#### 6.6 City of Venice – Site and Utilities Construction Plans Approvals

Consultant will provide services in support of obtaining this permit, which will be submitted to the Utilities and Engineering Departments for approval. Services will generally include preparation and submittal of a permit

application, coordinating and responding to agency questions. Refer to the GFY proposal in Attachment A for a description of the specific work elements to be performed under this subtask.

#### **6.7 Coordinate with the City of Venice (City) Building Department**

This permit will be obtained by the Contractor. In support, Consultant will coordinate with the Building Department to facilitate plans review prior to construction. This is anticipated to involve structural, electrical, architectural, and building mechanical elements of the pump station design.

### **Task 7 – Bid Phase Services**

Consultant will provide assistance to City during the bidding phase of the Project. These services assume that the Project will be publicly bid as a single bid package. Services are anticipated for a single advertisement with up to 45-day bid period.

#### **7.1 Pre-Bid Conference**

Consultant will attend pre-bid conference to be held with prospective contractor(s) and assist the City with presenting an overview of the project elements, answering questions, and facilitating a site visit.

#### **7.2 Bidder Questions and Addenda**

Consultant will develop responses to technical questions and develop language for addenda items in response to bidder questions, as appropriate, upon interpreting the construction documents. Addenda are anticipated to be largely written with limited issuance of sketches for clarification.

#### **7.3 Bid Evaluations**

Consultant will review a copy of the bids received by City. Within seven calendar days of bid opening, Consultant will evaluate the bids for responsiveness and price, including alternative prices and unit prices. For the apparent low, responsive bidder, Consultant will review contractor qualifications for compliance with the contract documents and will call references provided by the Contractor. Consultant will develop and submit a letter of award recommendation based on review on the bids.

### **Task 8 – Owner’s Allowance (NTE T&M)**

This task includes an Owner’s Allowance to support services by Consultant on an as-needed basis for performance of services related to the project, but not specifically included in other Scope Tasks. Work under this Owner’s Allowance Task shall only be performed and compensation with the City’s Written Authorization. The total amount of services under this Task shall not exceed \$120,000.

### **Task 9 – Construction Phase and Resident Project Representative (RPR) Services (NTE T&M)**

Consultant will perform construction phase services during construction of the New Water Booster Pump Station as covered in the construction documents completed by Consultant. It is understood that the project will be constructed under a single construction contract by a Contractor under contract to the City. It is anticipated that the Construction Contract time to Final Completion will be no more than

fourteen (14) months from Construction NTP, and that the first three (3) months of this construction will consist primarily of mobilization, site clearing, and site preparation construction activities.

By performing these services, Consultant shall not have authority nor responsibility to supervise, direct, or control the Contractor's work or the Contractor's means, methods, techniques, sequences, or procedures of construction. Consultant shall not have authority or responsibility for safety precautions and programs incident to the Contractor's work or for any failure of the Contractor to comply with laws, regulations, rules, ordinances, codes, or orders applicable to the Contractor furnishing and performing the work. Services to be performed by Consultant are as follows:

### **9.1 Resident Services During Construction**

1. Consultant will furnish a Resident Project Representative. The Resident Project Representative will observe the Contractor's work and perform the services listed below. The Resident Project Representative (RPR) shall not have responsibility for the superintendence of construction site conditions, safety, safe practices or unsafe practices or conditions, operation, equipment, or personnel other than employees of the Consultant. This service will in no way relieve the Contractor of complete supervision and inspection of the work or the Contractor's obligation for complete compliance with the drawings and specifications. The Contractor shall have sole responsibility for safety and for maintaining safe practices and avoiding unsafe practices or conditions. Specific services performed by the Resident Project Representative and durations of their services are as follows:

- a. **Part-Time Resident Project Representative - 3 Months**

During the first three (3) months of construction, it is assumed that the primary construction activities will consist of site clearing, site preparation, mobilization, and stakeout activities. Therefore, this subtask assumes that Consultant will provide Part-Time RPR services that consist of an average of one site visit each week for the first three months of the construction contract. Consultant will provide one Engineer or Inspector at an average of up to six (6) hours per week, including travel time. The Part-Time RPR will primarily conduct onsite observations of the general progress of the work to assist Consultant in determining if the work is proceeding in accordance with the construction contract documents and will develop and deliver a weekly site visit report.

- b. **Resident Project Representative - 10 Months**

For the next ten (10) months of construction, which is intended to cover up through the anticipated substantial completion date, Consultant will provide Full-Time RPR services, as outlined below.

2. Site Observations and Liaison with City and Contractor(s)
  - a. Conduct onsite observations of the general progress of the work to assist the design team in determining if the work is proceeding in accordance with the construction contract documents.
  - b. Serve as the design team's liaison with the Contractor, working principally through the Contractor's superintendent, and assist the design team in providing interpretation of the construction contract documents. Transmit the design team's clarifications and interpretations of the construction contract documents to the Contractor.

- c. As requested by the design team, assist in obtaining from City additional details or information when required at the jobsite for proper execution of the work.
- d. Report to the design team, giving opinions and suggestions based on the Resident Project Representative's observations regarding defects or deficiencies in the Contractor's work and relating to compliance with drawings, specifications, and design concepts. These opinions and observations are exclusive of special inspections and structural observation to be conducted by others.
- e. Advise the design team and the Contractor or its superintendent immediately of the commencement of any work requiring a shop drawing or sample submission if the submission has not been accepted by the design team.
- f. Monitor changes of apparent integrity of the site, such as differing subsurface and physical conditions, existing structures, and site-related utilities when such utilities are exposed.
- g. Observe pertinent site conditions when the Contractor maintains that differing subsurface and physical conditions have been encountered, and document actual site conditions. Review and analysis of the Contractor's claims for differing subsurface and physical conditions are supplemental services.
- h. Review the Contractors' construction sequence and traffic control plans for all construction work undertaken simultaneously.
- i. Verify that the Contractor has contacted utilities in the general construction area and advised them of Contractor's schedule. Assist in coordinating scheduling of utility activities to minimize conflicts with City's activities.
- j. Establish and furnish the Contractor with necessary baselines and control points that will be used as datum for the work. Actual construction staking will be done by the Contractor.
- k. Visually inspect materials, equipment, and supplies delivered to the worksite. Reject materials, equipment, and supplies that do not conform to the construction contract documents. These inspections are exclusive of special inspection activities performed by others.
- l. Coordinate onsite materials testing services during construction. Copies of testing results will be forwarded to City for review and information.
- m. Observe field tests of equipment, structures, and piping, and review the resulting reports, commenting to the design team, as appropriate.

### 3. Outside Liaison

- a. Accompany visiting inspectors representing public or other agencies having jurisdiction over the project. Record the names of the inspectors, and the results of the inspections, and report to the design team.



#### 4. Meetings, Reports, and Document Review and Maintenance

- a. Attend the preconstruction conference and assist the design team in explaining administrative procedures that will be followed during construction.
- b. Schedule and attend monthly progress meetings, and other meetings with City and the Contractor when necessary, to review and discuss construction procedures and progress scheduling, the design team's management procedures, and other matters concerning the project.
- c. Submit to the design team, with a copy to City, weekly construction progress reports containing a summary of the Contractor's progress, general condition of the work, problems, and resolutions or proposed resolutions to problems. Special inspections reports are submitted by others per schedule and procedures established in the program for special inspections.
- d. Review the progress schedule, schedule of shop drawings submissions, and schedule of values prepared by the Contractor, and consult with the design team concerning their acceptability.
- e. Report to the design team regarding work which is known to be defective, or which fails any required inspections, tests, or approvals, or has been damaged prior to final payment; and advise the design team whether the work should be corrected or rejected, or should be uncovered for observation, or requires additional testing, inspection, or approval. The responsibilities of any special inspector or agent to report deficiencies in accordance with the program of special inspections is not to be amended or altered and may be the basis for the knowledge.
- f. Review applications for payment with the Contractor for compliance with the established procedure for their submission, and forward them with recommendations to the design team, noting particularly their relation to the schedule of values, work completed, and materials and equipment delivered at the site, but not incorporated into the work.
- g. Record date of receipt of shop drawings and samples. Receive samples that are furnished at the site by the Contractor and notify the design team of their availability for examination.
- h. During the course of the work, verify that specified certificates, operation and maintenance manuals, and other data required to be assembled and furnished by the Contractor are applicable to the items actually installed; and deliver this material to the design team for his review and forwarding to City prior to final acceptance of the work. This is exclusive of any verifications contained as part of the program of special inspections.
- i. Maintain a marked set of drawings and specifications at the jobsite based on data provided by the Contractor. This information will be combined with information from the record documents maintained by the Contractor, and a master set of documents conforming to construction records will be produced.

- j. Review certificates of inspections, tests, and related approvals submitted by the Contractor as required by laws, rules, regulations, ordinances, codes, orders, or the Contract Documents (but only to verify that their content complies with the requirements of, and the results certified indicate compliance with, the construction contract documents). This service is limited to a review of items submitted by the Contractor and does not extend to a determination of whether the Contractor has complied with all legal requirements. This is exclusive of items contained in the program of special inspections reviewed or verified by others.

5. Maintain the following documents at the jobsite.

- a. Correspondence files.
- b. Reports of jobsite conferences, meetings, and discussions among the design team, City, and Contractor.
- c. Submittals of shop drawings and samples.
- d. Reproductions of original construction contract documents.
- e. Addenda.
- f. Change orders.
- g. Field orders.
- h. Additional drawings issued subsequent to execution of the construction contract documents.
- i. Progress reports.
- j. Names, addresses, and telephone numbers of all contractors, subcontractors, and major suppliers of materials and equipment.

6. Maintain a daily diary or log book of events at the jobsite. The diary or log book shall remain the property of the design team. It will include the following information:

- a. Days the Contractor worked on the jobsite.
- b. Contractor and subcontractor personnel on jobsite.
- c. Construction equipment on the jobsite.
- d. Observed delays and causes.
- e. Weather conditions.
- f. Data relative to claims for extras or deductions.

- g. Daily activities.
- h. Observations pertaining to the progress of the work.
- i. Materials received on jobsite.

## 7. Assistance in Certification of Substantial Completion

- a. Before Consultant issues a Certificate of Substantial Completion, submit to the Contractor a list of items observed to require completion or correction.
- b. Assist the design team in conducting substantial completion inspection in the company of City and the Contractor to determine if substantial completion has been achieved and to prepare a final list of items to be completed or corrected.
- c. Assist the design team in conducting final completion inspection in the company of City and the Contractor to determine if Final completion has been achieved and verify that all items on the final list have been completed or corrected and make recommendations to the design team concerning acceptance.

### 9.2 Conformed Contract Documents

Consultant will develop Construction Contract Documents for use by City and the successful bidder within two weeks of request by City. Construction contract documents will incorporate the following items into the construction contract documents:

- Contractor's bid submittals, including but not limited to, bid proposal, insurance, licenses, etc.
- Amend / modify front end documents and / or technical specifications to incorporate changes made via contract document addenda.
- Revise construction contract drawings to include modifications / revisions incorporated via contract document addenda.

Consultant will provide one set full size hard copy of the construction contract drawings and one set of electronic files of both the drawings and specifications on a thumb drive for the Contractor within ten (10) calendar days after City construction contract execution. One full-size and one half-size hard copy of the construction drawings along with a thumb drive with the electronic files of the documents will be provided to City.

### 9.3 Pre-Construction Meeting

Consultant will develop agenda and conduct the Pre-Construction Meeting with the City and the Contractor. Consultant will prepare and deliver the meeting agenda as well as the post-meeting minutes. Consultant has budgeted for three local (Florida-based) design team members, as well as the Part-Time Resident Project Representative (RPR) to attend this meeting.

### 9.4 Construction Submittals

Consultant will review and respond to Contractor's construction submittals required by the contract documents including shop drawings, O&M manuals, and test reports. Consultant's review shall be for general conformity to the construction contract documents and shall not relieve the Contractor of any

of his contractual responsibilities. Consultant has budgeted for an original submittal and an average of one re-submittal per required shop drawing.

#### 9.5 Requests for Information (RFIs)

Review and respond to Requests for Information (RFIs) by interpreting the construction contract documents when requested by the Contractor.

#### 9.6 Payment Applications Review

Receive, review and provide comments on Contractor's monthly payment applications. It is assumed that there will be up to fourteen (14) payment applications.

#### 9.7 Monthly Construction Progress Meetings

Attend up to 14 monthly progress meetings at the construction site. Consultant has budgeted 2 hours of time for one local (Florida-based) design team member to attend each progress meeting. Limited participation by non-local design team members at select progress meetings will be by phone.

#### 9.8 Periodic Engineer Site Visits

Project design team personnel, with particular areas of responsibilities for the project, shall visit the site to provide periodic observation of the work and on-call consultation with the City and/or Contractor. Consultant has budgeted four hours for each engineering discipline site visit and up to 12 separate engineer site visits.

#### 9.9 Change Orders

When requested by the City, review Change Order requests initiated by the Contractor or the City. Provide recommendations regarding impacts to contract price and time. Support for up to two Change Orders is assumed under this subtask.

#### 9.10 Pump and Control Panels Performance Testing

Consultant will attend on-site performance testing of pumps and control systems. A total of 4 separate site visits have been budgeted to support functional equipment testing and system performance testing for pumps and control systems. In addition, Consultant will witness one factory acceptance test for the pump control panels. One factory trip is budgeted for this witness test.

#### 9.11 Substantial Completion Inspection

Consultant will attend a Substantial Completion Inspection. Attendance by three members of the design team have been budgeted for. Consultant will prepare and submit to the City a Punch List of work items to be completed or corrected by the Contractor prior to Final Completion.

#### 9.12 Final Completion Inspection

Consultant will attend a Final Completion Inspection. Attendance by two members of the design team have been budgeted for.

#### 9.13 Equipment Startup and Commissioning

Consultant will perform pre-startup inspections on equipment prior to vendor startup. Consultant will closely monitor the vendor's startup activities to reveal any startup problems encountered with the installation. Consultant will notify the Contractor of any equipment or apparatus that falls short of its performance criteria. Log commencement of the equipment commissioning and warranty periods when

the unit process is put into operation. Retain a log of commissioning and warranty period expirations and provide same to the Contractor.

#### 9.14 Permit Close-Out Activities

Consultant will assist the City in permit closeout activities with the various agencies.

#### 9.15 Record Drawings

Upon completion of construction; revise the construction contract drawings to conform to the construction records. The conformed drawings shall be based on drawing mark-ups prepared by the Contractor to reflect construction changes. Consultant will provide the City with two sets of prints and electronic files. Consultant will submit digital CAD Record Drawings in Geographic Information System (GIS) file geodatabase format, per the latest version of the City's GIS standards for CAD Record Drawings. Consultant will also submit the required GIS database digital files in accordance with the latest version of the City of Venice GIS Standards.

#### Construction Phase Services – Supplemental Services

The following services are not included in this scope but can be performed by Consultant under a mutually agreed amendment to this contract.

1. Printing and production of construction documents.
2. Witnessing of Factory Acceptance Testing of equipment or control systems, other than those specifically described in the scope.
3. Construction material testing. For clarification, the Consultant will specify in the contract documents that all required construction material testing will be addressed by the Contractor and that the Contractor will procure the services of an independent third-party testing firm to perform the required testing.
4. Preparation for litigation, arbitration, or other legal or administrative proceedings; and appearances in court or at arbitration sessions in connection with bid protests, change orders, or construction incidents.
5. Supplemental engineering work required to meet the requirements of regulatory or funding agencies that become effective subsequent to the date of this agreement.
6. Startup and commissioning services other than oversight of Contractor's work as defined in this scope.
7. Training services.
8. Development of Operation and Maintenance manuals.
9. Unforeseen, significant additional public involvement efforts which may be required during the construction phase.

### **Task 10 – Solar Energy System Design, Permitting, Bid, and CPS (NTE T&M)**

#### 10.1 Solar Design Services

If desired by the City, Consultant will progress the solar project design to the Final level of completion for the energy savings project recommended in the Solar System Feasibility Study completed under Task 2.6. Consultant will update the Cost Opinion for the recommended solar energy savings project based on the 60% design and 90% and Final design and will submit final construction documents for the solar project that will be included in the bid documents for the entire project. This work will be completed in

conjunction with the overall project design schedule and follow the same design and City review process described in Task 5.1, 5.2, and 5.3 above.

It is assumed that the solar photovoltaic (PV) project design will be based on a PV system that will achieve a net-zero energy basis for the facility and power up to 200KVA load 24/7 for a year consisting of up to a 1.1MWdc, 4.5-acre, ground-based, fixed-tilt solar PV panel system. The intent of this solar project and the definition of net-zero energy usage is for the solar system to produce more power than is required for pump station operations during daylight hours, which will off-set the FPL energy consumption of the site during night-time operations and at the end of each month, generally, the system will see a net-zero energy use

#### 10.2 Solar Permitting Services

Consultant will incorporate the solar design drawings into the relevant permit application packages that will be completed in conjunction with the permitting schedule for the entire project described in Task 6 above.

#### 10.3 Solar Bid Phase Services

Consultant will provide assistance to City during the bidding phase of the Project. These services assume that the Solar Project will be publicly bid as a single bid package as part of the overall project. Consultant will provide Bidder Questions and Addenda as well as Bid Evaluation for the Solar Project as for the solar project portion of the Contractors' bid packages as described in Tasks 7.2 and 7.3 above.

#### 10.4 Solar Construction Phase Services

An allowance of engineering support and four 4-hour site visits for Consultant's solar engineers/specialists has been included under this Task for Consultant to provide follow-on engineering technical support with respect to supporting the construction of the solar project elements that will include the following:

- A. Construction Phase Services including providing updates to the technical specifications and drawings for the Conformed Contract Documents (Task 9.2), reviewing Construction Submittals (Task 9.4), responding to Contractor's Requests for Information (9.5), completing Periodic Engineer Site Visits (Task 9.8) during critical phases of construction, perform pre-startup inspections on equipment during Equipment Start-up and Commissioning (Task 9.13), and revise Record Drawings (Task 9.15) based on Contractor's mark-ups.

## PROPOSED IMPLEMENTATION SCHEDULE

The proposed implementation schedule for the New Water Booster Pump Station is outlined below. The Notice to Proceed shall be the date of approval of the Work Assignment by the City (City Council or Mayor). The following schedule assumes that City's reviews will be completed within 2 weeks and that the City's staff can be available for participation in meetings and interviews in the timeframes indicated. The cumulative days following NTP is approximate and is based on assumptions regarding the timing of City actions such as bid advertisement and award, as well as the Contractor's actual progress during construction.

<b>Proposed Implementation Schedule</b>		
<b>Deliverable or Activity</b>	<b>Target Completion Following NTP (or Timeframe Indicated)</b>	<b>Cumulative Days Following NTP</b>
Task 2.1 – Project Kickoff Meeting	15 days	15
Task 2.2 - Collect and Review Existing Documents and Data	15 days	15
Task 2.3 – Identification of Required Site Easements	31 days	31
Task 2.4 - Pipeline Route Study	45 days	45
Task 2.5 – Acoustical Study	31 days following PDR review meeting	166
Task 2.6 – Solar PV System Feasibility Assessment	31 days following Basis of Design Criteria	166
Task 2.7 – Phase 1 ESA	45 days	45
Task 2.8 – Public Information Services - As project progresses	425 days from Construction NTP	973
Task 3.1 – Limited Scope Environmental Assessment	60 days following pipeline route study	105
Task 3.2 - Surveying	60 days following pipeline route study	105
Task 3.3 – Subsurface Utility Engineering (SUE) Services	120 days following pipeline route study	165
Task 3.4 – Geotechnical Services	80 days following pipeline route study	125
Task 4.1 – Basis of Design Criteria	90 days	90

Task 4.2 –Preliminary Design Report – Draft Submittal	120 days	120
Task 5.1 – 60% Level Design - Submittal	120 days following PDR review meeting	255
Task 5.2 – 90% Level Design - Submittal	90 days following 60% review meeting	360
Task 5.3 – Final Design Documents	31 days following 90% review meeting	406
Task 6.1 – Rezoning/Special Exception/Site & Dev Applications – Application Submittal	60 days following completion of 60% design review meeting	330
Task 6.2 – Permitting – FDEP ERP (and ACOE NW-12) – Application Submittal	15 days following completion of 90% design	375
Task 6.3 – Permitting – Sarasota County DOH – Application Submittal	15 days following completion of 90% design	375
Task 6.4 – Permitting – FDEP General Sewer – Application Submittal	15 days following completion of 90% design	375
Task 6.5 – Permitting– FDEP NPDES NOI Stormwater Discharge – Application Submittal	15 days following completion of 90% design	375
Task 6.6 – Permitting – City Site and Utilities Construction Plans – Application Submittal	15 days following completion of Final Design	421
Task 6.7 – Permitting – City of Venice Building Department – Application Submittal	15 days following completion of Final Design	421
Task 7 – Bid Phase Services – Bid Opening	90 Days following completion of Final Design	496
Task 7.3 – Bid Evaluations	7 days following Bid Opening	503
Task 9 & 10 – Construction Phase Services	425 days from Construction NTP	973



## COMPENSATION

For the Scope of Services described in this Agreement for Consultant Services, Consultant shall be compensated on a Lump Sum (LS) Basis for some Tasks and Not-to-Exceed (NTE) Method for some Tasks as indicated in the table below. Compensation under this Agreement includes \$1,911,661 for services defined in the scope, and \$120,000 in reserve as an Owner's Allowance. The total amount of compensation shall not exceed \$2,031,661.

Fee Breakdown		
Task	Payment Basis	Fee
Task 1 – Project Management	LS	\$69,308
Task 2A – Planning & Project Support (Lump Sum)	LS	\$79,422
Task 2B – Planning & Project Support (Not-to-Exceed)	NTE	\$68,291
Task 3 – Field Investigations	LS	\$150,178
Task 4 – Preliminary Design Report	LS	\$95,642
Task 5 – Design Services	LS	\$673,110
Task 6 – Permitting Services	NTE	\$113,336
Task 7 – Bid Phase Services	LS	\$23,659
Task 8 – Owner's Allowance	NTE	\$120,000
Task 9 – Construction Phase and RPR Services	NTE	\$544,817
Task 10 – Solar Energy System – Design through CPS	NTE	\$93,898
<b>Total</b>		<b>\$2,031,661</b>

For work under NTE Tasks, invoicing and compensation shall be per the billing rate method, based on the billing rates indicated in the Bill Rate Schedule in Exhibit C. Compensation under NTE Tasks shall also include reimbursement for subconsultant costs and reasonable direct expenses incurred in execution of the work.

## Attachment A – Subconsultant Proposals

August 26, 2019

Mr. Michael McGee, P.E., BCEE  
Senior Engineering Manager, Water  
Black & Veatch  
4415 Metro Parkway, Suite 200  
Ft. Myers, Florida 33916

**Re: City of Venice Booster Station / Storage Tank Project Updated Professional Services Proposal**

Dear Mike:

Thank you for the opportunity to provide this updated professional services proposal for the referenced project.

We appreciate you considering George F. Young, Inc. for this project and look forward to working with you. The specific description of professional services for this development is provided in the attached Professional Services Scope and Fees exhibits. We have added scope and fees for the additional contract items we discussed on July 24.

Please let me know if you have any questions. This proposal will remain valid for a period of sixty (60) days from this date.

Sincerely,

GEORGE F. YOUNG, INC.



Mark A. Adler, PE  
Senior Vice President – Engineering  
[adler@georgefyoung.com](mailto:adler@georgefyoung.com)

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## **TASK 2 – PRELIMINARY ACTIVITIES & PROJECT SUPPORT**

**2.1 Project Kickoff Meeting** – Attend a project kickoff meeting with the Client and City to confirm project goals, roles and responsibilities and to review the scope of services.

### **2.8 Preliminary Meetings and Services Allowance**

- Attend two (2) meetings or site visits with the Client, City staff, the public, Sarasota County, or other participants.

## **TASK 3 – FIELD INVESTIGATIONS**

### **3.1 LIMITED SCOPE ENVIRONMENTAL ASSESSMENT.**

#### **A. Preliminary Ecological Assessment**

This task includes review of existing data including soils maps and aerial photography of the site. Field visits will allow investigation of the existing on site vegetative communities, flagging of the wetlands on-site and along the two off-site water main corridors, and qualitative assessment of the communities. It will also include a review of aerial photography to determine recent past development activities on the site. The likelihood of constraints to development of the project due to the occurrence of protected species (FFWCC endangered, threatened or species of special concern) will be determined. The results of the study will be summarized in a report.

### **3.2 Surveying**

#### **3.2.A Site Boundary and Topographic Survey**

This subtask is to prepare a boundary survey of the 39.7-acre City-owned parcel in accordance with the current State of Florida surveying standards of practice as outlined in Chapter 5J-17, as well as a special purpose topographic survey of the approximate 4 acre portion of the City parcel which will be utilized to develop a CADD base map of the site existing conditions. Site survey includes ground control, topographic mapping at sufficient cross-section intervals to develop an existing conditions basemap suitable to support design of the pump station facilities. Site topographic survey to include tree survey, wetland survey, and survey of geotechnical boring locations of the approximate 4-acre pump station site. Three topo transects (each of approximately 400 feet in length), and space about 200' apart from each other, to pickup enough existing topo data that would allow the design of a flat 400 ft X 400 ft (approx. 4.5 acre) area to put a solar field.

#### **3.2.B Off-Site Utilities Topographic Survey**

This scope of work is for George F. Young (GFY) to prepare a topographic survey and CADD base map of the existing conditions along the following described corridors in the Knights Trail/Laurel Road area, and will include up to approximately 15,000 LF of project corridor:

The west one-half (1/2) of the Knights Trail right-of-way commencing north of the intersection of Triple Diamond Blvd., running north for approximately three thousand three hundred (3300) feet, more or less, to the intersection with Gene Green Blvd, then running east within the Gene Green Rd. right-of-way, approximately four thousand feet (4000'), more or less, to the City of Venice proposed booster site.

Along subdivision boundaries of Toscana Isles, Venetian Golf & Country Club and Willow Chase Subdivisions. This corridor commences at the southwest corner of the City of Venice pump station site, along the Toscana Isles boundary for approximately one thousand four hundred feet (1400'), turns west along the same boundary for approximately one thousand three hundred feet (1300'), then turns south along the same boundary for approximately three thousand nine hundred feet (3900') to the northern right-of-way of Laurel Road.

The selected corridor will be mapped up to 10' outside the apparent right-of-way, or property lines, as evidenced by found property corners, utility poles, back edge of sidewalk, fencing along parcel lines and other visual indicators of an apparent right-of-way line location.

The status of Gene Green Road (i.e. private road) has not been established at the time of this scope and proposal.

The topographic and utility designation data points a (existing conditions) will be collected by terrestrial survey methods.

## **Topographic Survey**

### **1. Ground Control**

#### **a. Ground Control Points & Surveyors Report**

GFY will set out horizontal and vertical ground control points( nails and disks in pavement or iron rods in turf areas) at approximately 600' intervals.

Horizontal datum will be in NAD 83/ 90- or later,-State Plane coordinates – Florida West Zone and vertical datum will be referenced to the North American Vertical Datum of 1988 (NAVD 88). A numeric factor will be provided in the surveyors report to convert to the National Geodetic Vertical Datum of 1929 (NGVD 29).

### **2. Topographic Mapping**

b. GFY will prepare an AutoCAD base map of the project corridor –as collected by terrestrial field survey methods. The Topographic data map will be prepared at 1"=20' display scale and sufficient spot elevations at tops, depressions, saddles and in other areas as needed to depict the topography of the ground. The following examples of visible features will be included within the Survey limits: edge of pavement for paved surfaces including curbs, curb cuts, parking lots, drives and shoulders, dirt roads and drives, trails, sidewalks, concrete pads, tanks, railroads, fences and walls, athletic fields, signs, utility poles, manholes, CATV and telephone boxes, storm drainage structures, water valves, flagpoles, mail boxes, meters, fire hydrants and visible indications of other utility systems, shorelines, ditches, streams, outlines of apparent wetlands, bulkheads, bridges and other pertinent features. The terrestrial field survey will verify visible and accessible below grade attributes of storm water and sanitary sewer systems (if accessible and include inverts, pipe sizes and material), tree species and diameter, jurisdictional wetland limits (as identified on the ground by others) and other observed pertinent physical features. will also locate ,and map, existing stormwater piping/inverts, sanitary manholes/piping /inverts, water meters, valves, sanitary manholes, cleanouts, CATV pedestal, electric transformers, trees – with common name- (four inch (4") diameter at breast height and other observed topographic and utility features . Gopher tortoise burrows –as identified by others, will also be field located and mapped in the topographic survey.

### **3. Cross Sections**

Cross sections along the corridor will be obtained at one hundred foot (100') intervals.

#### **3.2.C Sketch & Legal Descriptions- Easement exhibits**

GFY will prepare up to six(6) sketch and legal description exhibits, in accordance with current City of Venice ,or Sarasota County, guidelines for permanent utility (or temporary) construction easements. Locations and size of the easement corridors to be identified by the Client or GFY engineers. These documents are intended to be exhibits to easement documents as prepared by others.

#### **3.2.D Corridor Right-of-Way/Easement Research**

GFY will research internet accessible Public Records for existing Rights-of-Way (FDOT, Sarasota County, City of Sarasota), and easements created by subdivision or condominium plats of record. GFY

will prepare a “right-of-way” layer within the AutoCAD base map. This layer will be based on the input of the existing rights-of-way of record and will be “best fit” to found property line and right-of-way monumentation located during the terrestrial survey fieldwork. This is to assist the Client with a pipeline design that stays within these public corridors. This is not to be considered a Right-of-Way boundary survey.

Title research and Ownership & Encumbrance (O&E) reports are not included in the scope of services, but may be included as an additional service.

### **3.2.E Wetland Surveys**

GFY will locate and map edges of wetlands -the extents as identified by our ecologist. Deliverable will be a map of survey that ties in the located wetland edges to property lines or section lines. At the time of this scope, there are six (6) areas that have been potentially identified as wetland or environmentally sensitive.

### **3.2.F Geotechnical Boring Locations**

GFY will locate up to a total of 54 boring locations as marked on an aerial photograph of the Project Site and Pipeline route. (Site borings=13, Pipeline route=33 and supplemental Site borings=8), based on three field visits.

## **3.3 Subsurface Utility Engineering (SUE) Services**

The project site is located along Knights Trail Rd, Gene Green Rd, and at the intersection of Mestre Pl and Laurel Rd E as shown in the attached exhibit. George F. Young, Inc. (GFY) to provide ASCE 38-02 Standard Subsurface Utility Engineering (SUE) and SUE-Survey services at the referenced site in two tasks, as described below:

### **3.3.A Subsurface Utility Designation**

GFY to provide minor traffic control within the work areas while designating and locating the subsurface utilities. Traffic control is to be maintained in accordance with applicable standards. GFY will provide safety devices, signs and/or other safety equipment as appropriate for work outside of travel lanes.

ASCE Quality Level ‘B’ Designation – Utilizing conventional electronic designation equipment, including but not limited to multiple electromagnetic (EM) locators and ground-penetrating radar (GPR), designate and mark with paint and/or wire flags the horizontal location of found subsurface utilities within the project limits as shown in the attached exhibit and described below:

Knights Trail Rd – west side (west E/P to west apparent R/W, approx. 3200LF)

Gene Green Rd – north side and south side (apparent R/W to apparent R/W, approx. 4000LF)

Mestre Pl (Unpaved Access Rd) – west side and east side (apparent R/W to apparent R/W, approx. 7900LF). These corridors will include up to approximately 15,000 LF of project corridor. Mestre Pl at Laurel Rd – entire intersection (apparent R/W to apparent R/W, 50’ each direction)

Proposed BPS site – electronically scan entire site as depicted in attached exhibit

GFY to survey collect found information and provide a two-dimensional electronic file, in plan-view only, along with a copy of SUE field notes (electronically).

Client to review found utility information and identify potential conflicts with existing utilities and identify the locations of necessary ASCE QL-A VVH Test Holes.

### **3.3.B Subsurface Utility Locating**

Client to provide locations of necessary ASCE QL-A VVH Test Holes via markups and/or dimensions taken from fixed objects in the field prior to mobilization of GFY field personnel.

GFY to provide minor traffic control within the work areas while designating and locating the subsurface utilities. Traffic control is to be maintained in accordance with applicable standards. GFY will provide safety devices, signs and/or other safety equipment as appropriate for work outside of travel lanes.

GFY to survey pre-stake each of the ASCE QL-A VVH Test Hole locations.

ASCE Quality Level 'A' Location – GFY to provide a test hole (VVH – verified vertical and horizontal) on each found utility line within the project limits as identified by the Client. For each test hole, neatly cut and remove existing pavement or other surface material (not to exceed 225 square inches per cut). Excavate the material through the cut, down to the utility in a way that prevents damage to wrappings, coatings or other protective coverings of the utility (i.e. vacuum/pressure excavations, hand-digging, etc.); backfill and compact with select material around the utility; and restore the surface within the limits of the cut at the time of backfill. GFY to provide a maximum of fifteen (15) test holes. No test holes to be provided within the roadway.

GFY to mark findings in the field with hub/lath and provide a two-dimensional electronic file, in plan-view only, depicting found horizontal utility information, along with a Surveyor's Report containing VVH test hole information.

Utilization of the above equipment and methods is the industry recognized procedure for finding and locating underground utilities and features. Although effective and reliable, there is the possibility that all utilities may not be detected due to environmental conditions, soil conditions, water table, excessive depth, and/or feature makeup.

### **Exclusions**

The following items are specifically excluded from the above Basic Scope of Services:

1. Filing fees, permit fees, prints, or any other out of pocket expenses other than those specifically included.
2. Any work associated with biological, ecological or environmental studies, traffic studies or geotechnical services.
3. Any work associated with securing permits other than those specifically included.
4. Any work associated with the handling of hazardous materials.
5. Any work associated with survey other than specifically included.

No test holes to be provided in roadways.

### **Client's Responsibilities**

In addition to other responsibilities of Client as set forth in this Agreement, Client shall:

1. Provide Horizontal Control in the immediate project vicinity with a minimum of two inter-visible pairs of survey control points that meet or exceed the State of Florida's Minimum Technical Standards for an urban control survey.
2. Provide Vertical Control in the immediate project vicinity with a minimum of two benchmarks that meet or exceed the State of Florida's Minimum Technical Standards for an urban control survey.
3. Provide in an electronic format the topographic survey and survey data of the project site that includes the horizontal and vertical control points, survey baseline and if applicable the centerline of construction.
4. Provide any available utility information, as-builts, etc. that may aid in locating the underground utility lines.



5. Provide electronic (PDF, DGN, DWG, etc.) copy or copies of relevant boundary and/or topographic survey.

## EXHIBIT C

### CLIENT-PROVIDED EXHIBIT





## **TASK 4 – PRELIMINARY DESIGN REPORT**

### **4.2 Preliminary Design Report**

GFY will provide Site Plan narrative input, prepare a Preliminary Site Plan and provide a preliminary high-level opinion of probable construction cost for the site related improvements, in support of the Preliminary Design Report.

## **TASK 5 - DESIGN SERVICES**

Based on the final PDR, GFY will proceed with detailed design to develop documents suitable for permitting, bidding and construction.

Civil – Site design will include:

- Final layout of site features
- Paving and grading of access road and parking area
- On-Site sidewalks
- Grading of non paved areas
- Stormwater Management
- Landscape Berms / Buffers
- Ecologist's plan notes regarding construction techniques to avoid wetland mitigation along the off-site water main corridors

### **5.1 Design Coordination Meetings**

Participate in up to four (4) coordination meetings with the City and the Client, during the design process to properly coordinate all issues affecting both the site plan and the construction drawings.

### **5.2 Site Development Plan**

- A. Utilizing input from the City of Venice and the Client, GFY will prepare a Site Development Plan and application Submittal addressing paving, grading, stormwater and utilities conceptual engineering intent for the following elements:

1. Paving and Grading.
2. Stormwater Management.
3. Minimum Finished Floor Elevations.
4. Final Horizontal Geometry.
5. Civil Site Data and General Notes.
6. Landscape Berms / Buffers

Coordination with public and private utility companies to minimize utility conflicts, address adjustments and request new service, including Florida Power and Light, Verizon, Comcast, TECO/People's Gas, City of Venice and Sarasota County Utilities will also be provided.

### **5.3 Construction Plans for On-Site Improvements**

- A. Utilizing the approved Site Development Plan, GFY will prepare a Site and Utilities Construction Plan and Application Submittal for the proposed on-site paving, grading and stormwater for this project to be submitted to the City at the time of the Building Permit Application submittal and specifically including the final design of the following elements:
1. Paving and Grading.
  2. Stormwater Management Plan
  3. Minimum Finished Floor Elevations.
  4. Final Horizontal Geometry.

5. Site – Civil Details and General Notes.
6. Landscape Berms / Buffers.

Continued coordination with public and private utility companies to minimize utility conflicts, address adjustments and request new service, including Florida Power and Light, Verizon, Comcast, TECO/People's Gas, the City of Venice Utilities and Sarasota County Utilities will be provided.

## **5.4 Landscape Architectural Services**

### **5.4.A Code Landscape Plan:**

GFY will develop a City of Venice landscape plan including all required landscape buffers, perimeter berms as requested by Client, and any required landscaping of the vehicular use areas. Plant lists and planting notes and details will be provided as required by City of Venice. The fee will include a site visit to verify existing conditions and meeting time and coordination with City of Venice. The landscape detail sheet will include planting notes and details. A 60%, and 90% plan development will be included in the scope of services. A final landscape plan and irrigation plan will be developed for Final Site Plan submittal and for Construction. The following fee will also provide a preliminary cost estimate for proposed landscaping.

### **5.4.B Final Irrigation Plan**

A final irrigation plan will be provided per City of Venice Requirements for all required landscaping and will include notes, details and irrigation specifications and preliminary cost estimate. Water source is yet to be determined.

## **5.5 Technical Specifications**

Prepare Technical Specifications following the Construction Specifications Institute (CSI) 16 Division format for site related elements.

### **5.6 City Review Meeting (60% design)**

Attend an interim design review meeting (workshop) with the Client, City staff and key members of the design team.

### **5.7 City Review Meeting (90% Design)**

Attend a 90% design review meeting (workshop) with the Client, City staff and key members of the design team. Review minutes of the meeting with action items and design decisions.

## **TASK 6 – PERMITTING SERVICES**

Utilizing the 90% Construction Plans, GFY will prepare permit applications for the City of Venice, Sarasota County, SWFWMD, and FDEP. Following application, GFY will prepare and submit to these agencies, supporting data, reports, studies, revised calculations, revised construction plans, and exhibits in accordance with and containing specific technical information required by the agencies during their permit application review on a time and materials basis.

The following permit applications are anticipated for this project and included subject to pre-application conference agreements:

### **6.1 Rezoning / Special Exception / Site & Development Applications**

The project will require a Rezone from Planned Industrial Development (PID) to Government Use (GU) and a Special Exception to allow Utilities facility within GU.

We will prepare and submit the Rezone, Special Exception and Site Development applications concurrently, including all the required checklist items such as the Surveys and Wetland Assessment and Location information, to the Planning & Zoning Division, attend a Pre-application Meeting with the City's Technical Review Committee (TRC) prior to making application, attend a Public Workshop, and



attend a pre-hearing conference with the Planning Commission. In lieu of a Development Concept Plan, we will prepare a Site Development Plan to be used for these applications.

We will address review comments on the applications and Site Development Plan and resubmit as required for up to two (2) rounds of review comment responses. We will attend the required Public Hearings with the Planning Commission and City Council. The Rezoning will require one Planning Commission Meeting and two City Council Meetings; the Special Exception will require one Planning Commission Meeting; and the Site & Development Plan will require one Planning Commission Meeting.

We will prepare meeting notice mailings for the hearings. As the City will be the applicant on these applications and at the public hearings, we will handle these items completely.

We had our traffic engineer review this project's location and intended use and we do not feel this project will warrant a traffic study. If one is required, we would handle that in house as an additional service.

Note: GFY will utilize Land Planner Bruce Franklin of Land Resources Strategies, Inc. to provide the above effort with technical support from GFY.

#### **6.2.A Florida Department of Environmental Protection (FDEP) ERP**

Prepare and process a new Environmental Resource Permit (ERP) Application for the proposed stormwater system and wetland impacts. Up to two (2) rounds of review comment responses will be included.

#### **6.2.B Wetland Limit Determination**

This task includes scheduling and meeting with the staff of the Florida Department of Environmental Protection (FDEP) to review and approve the wetland limit previously flagged under Item 3.1.A. It is anticipated that this review will take place during the permitting process rather than prior to design due to changes in District policy. Once the wetland limit has been approved, we will coordinate with our surveyors to make any necessary adjustments, provide a note for use by our surveyors on the specific purpose survey. The survey will be included as part of the plans package for the Environmental Resource Permit (ERP)

#### **6.2.C Pre-application Meetings with the FDEP for the ERP**

This task includes GFY's attendance at a pre-application meeting with FDEP for the ERP and the preparation of section C of the application (including Table 1).

#### **6.2.D FDEP and ACOE Permit Application Assistance**

This task includes working to prepare and process the permits toward approval through the Florida Department of Environmental Protection (ERP), and includes the application preparation and processing of the Army Corps of Engineers (NW-12 Utilities). This task may include responding to agency requests for additional information, conducting agency field reviews, meeting with agency staff or yourself, and negotiating permit conditions. Up to two (2) rounds of review comment responses will be included.

#### **6.5 Florida Department of Environmental Protection (FDEP) NPDES**

Prepare and process:

- A. FDEP NPDES Notice of Intent to Use a Generic Permit for Stormwater Discharge. Submit permit form to FDEP. No review comments are anticipated with this submittal.

#### **6.6 City of Venice**

- A. Process the Site and Utilities Construction Plans for approval. Included will be up to two rounds of review comments responses.

## **TASK 7 – BID PHASE SERVICES**

Consultant will provide assistance to the Client and City during the bidding phase of the Project. These services assume that the Project will be publicly bid as a single bid package.

### **7.1 Pre-Bid Conference**

Consultant will attend pre-bid conference to be held with prospective contractor(s).

### **7.2 Addenda Issuance**

Consultant will provide timely responses to the technical inquiries of prospective bidders by preparing written addenda to interpret and clarify the bidding documents.

### **7.3 Bid Evaluations**

Consultant will evaluate the bids for completeness and price, including alternative prices and unit prices.

This scope of services includes no allowance for GFY's time to assist City in the event of a bid protest.

## **TASK 9 – CONSTRUCTION PHASE SERVICES**

### **9.2 Conformed Contract Documents**

Consultant will develop Construction Contract Documents for use by City and the successful bidder within two weeks of request by City. Construction contract documents will incorporate the following items into the construction contract documents:

- Amend / modify front end documents and / or technical specifications to incorporate changes made via contract document addenda.
- Revise construction contract drawings to include modifications / revisions incorporated via contract document addenda.

Consultant will provide one set full size hard copy of the construction contract drawings and one set of electronic files of both the drawings and specifications on a thumb drive for the Contractor within ten (10) calendar days after City construction contract execution. One full-size and one half-size hard copy of the construction drawings along with a thumb drive with the electronic files of the documents will be provided to City.

### **9.4 Construction Submittals**

Consultant will review and respond to Contractor's construction submittals required by the contract documents including shop drawings, O&M manuals, and test reports. Consultant's review shall be for general conformity to the construction contract documents and shall not relieve the Contractor of any of his contractual responsibilities. Consultant has budgeted for an original submittal and an average of one re-submittal per required shop drawing.

### **9.5 Requests for Information (RFIs)**

Review and respond to Requests for Information (RFIs) by interpreting the construction contract documents when requested by the Contractor. Assumes 8 hours per month for 3 months.

### **9.7 Monthly Construction Progress Meetings**

Attend 2 monthly progress meetings at the construction site.

### **9.8 Periodic Engineer Site Visits**

The Civil Engineer and Landscape Architect shall visit the site one time each with a budget of four hours for each visit to provide periodic observation of the work. The Civil Engineer will also attend the Substantial Completion and Final Completion Inspections with a budget of four hours for each of these.

**9.14 Permit Close-Out Activities**

Consultant will assist the City in permit closeout activities with the the City and FDEP for the Environmental Resource Permit (ERP).

**9.15 Record Drawings**

Upon completion of construction; revise the construction contract drawings to conform to the construction records. The conformed drawings shall be based on drawing mark-ups prepared by the Contractor to reflect construction changes. Consultant will provide the City and the FDEP with two sets of prints and electronic files.

**TASK 10 - MISCELLANEOUS EXPENSES****Reimbursable expenses**

Expenses for prints, photocopies, mailings postage, advertising fees, reproduction services, presentation, graphics, courier services, mileage and overnight express delivery services shall be reimbursable to GFY on a time and materials basis. The Fee Schedule includes an estimated budget.

Also will try to get Rezone, Special Exception and Site Development Application fee deposits waived by the City. If not, these fees and all other agency application fees are assumed to be provided by the Client.

# George F. Young, Inc.

## Fee Schedule

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>FEE TYPE</b>	<b>FEE</b>
<b>TASK 2</b>	<b>PRELIMINARY ACTIVITIES &amp; PROJECT SUPPORT</b>		
2.1	Project Kickoff Meeting	T/M/E	\$740.00
2.8	Preliminary Meetings and Services Allowance	T/M/E	\$1,480.00
<b>TASK 3</b>	<b>FIELD INVESTIGATIONS</b>		
3.1	Limited Scope Environmental Assessment	LUMP	\$5,910.00
3.2	Surveying		
3.2.A	Site Boundary and Topographic Survey	LUMP	\$44,050.00
3.2.B	Off-Site Utilities Topographic Survey		Included in 3.2.A
3.2.C	Sketch & Legal Descriptions- Easement exhibits	LUMP	\$6,300.00
3.2.D	Corridor Right-of-Way/Easement Research	LUMP	\$1,575.00
3.2.E	Wetland Surveys	LUMP	\$6,615.00
3.2.F	Geotechnical Boring Locations	LUMP	\$4,200.00
3.3	Subsurface Utility Engineering (SUE) Services		
3.3.A	Subsurface Utility Designation	LUMP	\$21,550.00
3.3.B	Subsurface Utility Locating		Included in 3.3.A
<b>TASK 4</b>	<b>PRELIMINARY DESIGN REPORT</b>		
4.2	Preliminary Design Report	LUMP	\$8,600.00
<b>TASK 5</b>	<b>DESIGN SERVICES</b>		
5.1	Design Coordination Meetings	T/M/E	\$5,520.00
5.2	Site Development Plan	LUMP	\$16,650.00
5.3	Construction Plans for On-Site Improvements	LUMP	\$16,200.00
5.4	Landscape Architectural Services		
5.5.A	Code Landscape Plan:	LUMP	\$7,000.00
5.4.B	Final Irrigation Plan	LUMP	\$2,400.00
5.5	Technical Specifications	LUMP	\$5,060.00
5.6	City Review Meeting (60% design)	T/M/E	\$1,110.00
5.7	City Review Meeting (90% Design)	T/M/E	\$1,110.00
<b>TASK 6</b>	<b>PERMITTING SERVICES</b>		
6.1	Rezoning / Special Exception / Site Development Applications	NTE	\$54,125.00
6.2.A	Florida Department of Environmental Protection (FDEP)	NTE	\$6,640.00
6.2.B	Wetland Limit Determination	LUMP	\$2,280.00
6.2.C	Pre-application Meeting with the FDEP for the ERP	LUMP	\$2,885.00
6.2.D	FDEP and ACOE Permit Application Assistance	T/M/E	\$8,075.00
6.5	Florida Department of Environmental Protection (FDEP) NPDES	LUMP	\$800.00
6.6.A	City of Venice - Construction Plans	NTE	\$5,400.00
<b>TASK 7</b>	<b>BID PHASE SERVICES</b>		
7.1	Pre-Bid Conference	T/M/E	\$740.00
7.2	Addenda Issuance	LUMP	\$1,520.00
7.3	Bid Evaluations	LUMP	\$960.00
<b>TASK 9</b>	<b>CONSTRUCTION PHASE SERVICES</b>		
9.2	Conformed Contract Documents	LUMP	\$4,400.00
9.4	Construction Submittals	LUMP	\$3,050.00
9.5	RFI's	T/M/E	\$3,850.00
9.7	Monthly Construction Progress Meetings	T/M/E	\$2,600.00

# George F. Young, Inc.

## Fee Schedule

9.8	Periodic Engineer Site Visits	T/M/E	\$2,560.00
9.14	Permit Close Out Activities	LUMP	\$2,750.00
9.15	Record Drawings	LUMP	\$2,850.00
TASK 10	MISCELLANEOUS EXPENSES	T/M/E	\$7,940.00
<b>TOTAL</b>			<b>\$269,495.00</b>

T/M/E – Time and Materials Expense

NTE - Not to Exceed Fee

### A. LUMP SUM

Lump sum amounts are based upon the following assumed distribution of compensation:

Consultant may alter the distribution of compensation between the individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount for the services unless approved by the Client. The portion of the Lump Sum amount billed for Consultant's services will be based upon Consultant's estimate of the proportion of the total services actually completed during the billing period to the total Lump Sum amount.

### B. HOURLY

If required, on an hourly (time and materials) basis at our prevailing standard hourly rates.

(See Exhibit F current rate schedule attached).

### C. REIMBURSABLE EXPENSES

Reimbursable expenses for prints, reproduction services, color graphics, courier services, mileage and overnight express delivery services. Client is responsible for direct payment of all application, permit, impact, recording, and bidding fees unless prior arrangements are made in writing.

# George F. Young, Inc.

## | Standard Rate Schedule |

(Rates listed below are PER HOUR, unless otherwise noted)

<b>Professional Staff</b>					
<b>Surveying &amp; Mapping</b>	<b>Rate</b>	<b>Civil Engineering</b>	<b>Rate</b>	<b>Planning</b>	<b>Rate</b>
Principal Surveyor	\$175.00	Principal Engineer	\$185.00	Principal Planner	\$175.00
Surveyor III	\$145.00	Engineer III	\$160.00	Planner III	\$160.00
Surveyor II	\$125.00	Engineer II	\$135.00	Planner II	\$130.00
Surveyor I	\$110.00	Engineer I	\$110.00	Planner I	\$100.00
<b>Landscape Architecture</b>	<b>Rate</b>	<b>GIS</b>	<b>Rate</b>	<b>Ecology</b>	<b>Rate</b>
Principal LA	\$150.00	GIS PM	\$145.00	Principal Ecologist	\$140.00
LA III	\$115.00	GIS III	\$125.00	Senior Ecologist	\$125.00
LA II	\$100.00	GIS II	\$95.00	Ecologist	\$95.00
LA I	\$85.00	GIS I	\$80.00		
<b>Traffic Engineering</b>	<b>Rate</b>	<b>Technical Staff Designers</b>	<b>Rate</b>	<b>Survey Crews **</b>	<b>Rate</b>
Principal Traffic Eng.	\$250.00	Designer III	\$110.00	4 Person Crew	\$205.00
Traffic Engineer III	\$180.00	Designer II	\$95.00	3 Person Crew	\$165.00
Traffic Engineer II	\$160.00	Designer I	\$80.00	2 Person Crew	\$125.00
Traffic Engineer I	\$100.00			1 Person Crew	\$90.00
<b>Technicians</b>	<b>Rate</b>	<b>CEI Inspectors</b>	<b>Rate</b>	<b>Administrative Staff</b>	<b>Rate</b>
Technician III	\$80.00	Inspector III	\$140.00	Client Liaison IV	\$175.00
Technician II	\$70.00	Inspector II	\$120.00	Client Liaison III	\$120.00
Technician I	\$60.00	Inspector I	\$90.00	Client Liaison II	\$95.00
				Client Liaison I	\$60.00

**\*\*Rates include transportation within a fifty (50) mile radius of office and basic equipment.**

**\*\*Rates do NOT include specialty equipment including boats. See equipment rates below.**

<b>Subsurface Utility Designation and Location</b>	<b>Rate</b>		<b>Rate</b>
Location Vac. Truck and Crew	\$1,850.00 Per Day	Principal Utility Manager	\$175.00
Designation Truck and Crew including GPR	\$1,775.00 Per Day	Sr. Utility Project Manager	\$150.00
Ground Penetrating Radar (GPR) with Operator	\$1,475.00 Per Day	Utility Project Manager	\$125.00
Mobilization/Demobilization	\$300.00 Per Day	Sr. Utility Coordinator	\$130.00
Maintenance of Traffic (MOT)***	\$400.00 Per Day	Utility Coordinator	\$110.00

**\*\*\*Actual MOT Fee to be negotiated for each project based upon field conditions**

<b>Specialty Survey Equipment</b>	<b>Rate</b>		<b>Rate</b>
24 Foot Survey Boat	\$500.00 Per Day	ATV (4-wheel drive)	\$150.00 Per Day
14 Foot or 17 Foot Survey Boat	\$125.00 Per Day	Odom Echotrac CV100	\$50.00 Per Day
Air Boat	\$250.00 Per Day	Trimble DGPS with Hypack	\$125.00 Per Day
Robotic Total Station	\$15.00 Per Hour		

<b>Legal Assistance</b>	<b>Rate</b>
Preparation and/or Testimony	\$300.00

**Per Diem (in Florida)** | Standard per diem rate of \$35.00/person per day plus lodging at cost

### Reimbursable Expenses

Reimbursable expenses for prints, plots, reproductions at a rate of 3% of the total fee.

Subconsultant fees at cost plus 10%

Reimbursable mileage at the standard mileage rate for business travel published annually by the IRS

Client is responsible for direct payment of all application, permit, impact, recording, and bidding fees unless prior arrangements are made.

**\*\*\*\* Standard rates are subject to annual increases. \*\*\*\***

Effective Date: October 2018



**City of Venice Water Booster Pump Station Design Project**  
**Project service area – Venice service area east of I-75**  
**Cella-Molnar – Public Information - Scope of Services**  
**August 22, 2019**

**TASK    *INITIAL PUBLIC INVOLVEMENT***

- 1.01    Project planning, review and coordination with team (**15 months**)
- 1.02    Attendance at progress meetings (**unit cost basis**)
- 1.03    Develop and maintain mailing list (property owners/tenants in project area)
- 1.04    Develop and maintain email database of elected officials and HOA management for project updates.
- 1.05    Attend City Council and staff meetings.
- 1.06    Pre-construction newsletter

***ADVANCED NOTIFICATION***

- 2.01    Notification letter to elected officials/agencies

***SMALL GROUP MEETINGS (8)***

- 3.01    Prepare email list meeting invite and handout
- 3.02    Coordinate and prepare small group meeting materials (sign-in sheets, name tags, handouts, minor display boards, comment sheets, etc.)
- 3.03    Coordinate and attend small group meetings (HOA, property owners, and interested parties)

***DESIGN PUBLIC MEETING (1)***

- 4.01    Secure public meeting site
- 4.02    Development, preparation of newsletter/flyer
- 4.03    Preparation of press release
- 4.04    Preparation of advertisements
- 4.05    Development of meeting materials (sign-in sheets, name tags, handouts, minor display boards, etc.)
- 4.06    Assist with the preparation of the PowerPoint presentation
- 4.07    Attendance at public meeting (set up/clean up)
- 4.08    Review and respond to comments.
- 4.09    Prepare technical memorandum

***PUBLIC INQUIRIES***

- 5.01    Respond & record requests/concerns from public

***PROJECT WEBSITE***

- 6.01    Development and maintenance of project webpage (NTE 5 pages) ADA Compliant

*This is public involvement tasks through the completion of construction for this project.*

City of Venice Water Booster Pump Station Design Project

Cella Molnar & Associates, Inc. August 2019

CELLA MOLNAR & ASSOCIATES, INC. PUBLIC INVOLVEMENT TASKS		PIO PROJECT MANAGER	PUBLIC INFORMATION SPECIALIST	ASSISTANT PUBLIC INFORMATION SPECIALIST	GRAPHIC/WEB DESIGNER	ADMIN	TOTAL HOURS	TOTAL FEE
Task								
1.0	<b>INITIAL PUBLIC INVOLVEMENT</b>							
1.01	Project review and coordination with team	20.0		15.0			35.0	\$3,770.25
1.02	Attendance at all weekly progress meetings	10.0		5.0			15.0	\$1,672.55
1.03	Develop and maintain mailing list (property owners/tenants in project area)			4.0		2.0	6.0	\$430.44
1.04	Develop and maintain email list (property owners/tenants, elected officials, agencies, interested parties and HOA)			4.0		2.0	6.0	\$430.44
1.05	Attend City Council meetings and Kick-off meeting	8.0		8.0			16.0	\$1,678.32
1.06	Development, preparation & mail/emailing of pre-construction newsletter 2pg double-sided (1)	6.0	2.0	12.0	8.0	2.0	30.0	\$2,649.72
	<b>TOTAL FOR INITIAL PUBLIC INVOLVEMENT</b>	<b>44.0</b>	<b>2.0</b>	<b>48.0</b>	<b>8.0</b>	<b>6.0</b>	<b>108.0</b>	<b>\$10,631.52</b>
2.0	<b>ADVANCED NOTIFICATION</b>							
2.01	Notification Letter to elected officials/agencies and interested parties	1.0		1.0			2.0	\$209.79
	<b>TOTAL FOR ADVANCED NOTIFICATION</b>	<b>1.0</b>	<b>0.0</b>	<b>1.0</b>	<b>0.0</b>	<b>0.0</b>	<b>2.0</b>	<b>\$209.79</b>
3.0	<b>SMALL GROUP MEETINGS (8)</b>							
3.01	Coordinate and attend small group meetings ( property owners and interested parties)	4.0		4			8.0	\$839.16
3.02	Coordinate, prepare email invite/handout and attend small group meetings (HOA members) - Introduction of the project (3)	12.0	12.0	12		12.0	48.0	\$4,199.40
3.03	Coordinate, prepare email invite/handout and attend small group meetings (HOA members)	8.0		8			16.0	\$1,678.32
	<b>TOTAL FOR SMALL GROUP MEETINGS</b>	<b>24.0</b>	<b>12.0</b>	<b>24.0</b>	<b>0.0</b>	<b>12.0</b>	<b>72.0</b>	<b>\$6,716.88</b>
4.0	<b>DESIGN PUBLIC MEETING (1)</b>							
4.01	Secure meeting site			2.0		1.0	3.0	\$215.22
4.02	Development, preparation & mail/emailing of postcard (double-sided)	4.0	1.0	8.0	6.0	1.0	20.0	\$1,769.76
4.03	Preparation of press release	1.0		1.0			2.0	\$209.79
4.04	Preparation of advertisement	1.0		1.0	1.0		3.0	\$284.79
4.05	Development of meeting materials (sign-in sheets, name tags, signs, handouts, display boards, comment sheets, etc.)	2.0	6.0	8.0	6.0	4.0	26.0	\$2,131.20
4.06	Assist with preparation of Powerpoint Presentation	12.0		8.0	2.0	2.0	24.0	\$2,417.04
4.07	Setup/breakdown and attend public meeting	8.0		8.0		8.0	24.0	\$2,088.32
4.08	Review and respond to comments	2.0		4.0			6.0	\$589.80
4.09	Prepare technical memorandum	2.0	2.0	8.0	1.0	2.0	15.0	\$1,285.56
	<b>TOTAL PER PUBLIC MEETING</b>	<b>32.0</b>	<b>9.0</b>	<b>48.0</b>	<b>16.0</b>	<b>18.0</b>	<b>123.0</b>	<b>\$10,941.48</b>
5.0	<b>PUBLIC INQUIRIES</b>							
5.01	Respond to public inquiries and maintain log	15.0		45.0		60.0	120.0	\$8,400.15
	<b>TOTAL PER PUBLIC INQUIRIES</b>	<b>15.0</b>	<b>0.0</b>	<b>45.0</b>	<b>0.0</b>	<b>60.0</b>	<b>120.0</b>	<b>\$8,400.15</b>
6.0	<b>PROJECT WEBSITE</b>							
6.01	Development and maintenance of project website (NTE 5pages)	8.0		25.0	60.0	4.0	97.0	\$7,805.19
	<b>TOTAL PER PROJECT WEBPAGE</b>	<b>8.0</b>	<b>0.0</b>	<b>25.0</b>	<b>60.0</b>	<b>4.0</b>	<b>97.0</b>	<b>\$7,805.19</b>
**	<i>Assistance with esements acquisition - additional fee to be negotiated</i>							
<b>TOTAL MANHOURS</b>		124.0	23.0	191.0	84.0	100.0	522.0	
<b>TOTAL SALARY DOLLARS</b>		\$15,460.32	\$2,188.68	\$16,256.01	\$6,300.00	\$4,500.00		\$44,705.01

SALARY

Non-Personnel reimbursable expenses

MAXIMUM LIMITING COMPENSATION

\$44,705.01

\$3,402.00

\$48,107.01

May 13, 2019

Black & Veatch  
4415 Metro Parkway  
Suite 200  
Ft. Myers, Florida 33916

ATTN: Mr. Mike McGee, PE, VCEE  
Senior Engineering Manager

**RE: Proposal for Geotechnical Services  
Venice Booster Pumping Station  
Venice, Florida  
Our File DES 1911337P**

Dear Mike:

In accordance with your request, we are pleased to furnish a proposal for providing various geotechnical services associated with the subject project. Presented herein is a brief description of the recommended scope of services together with requested fees.

### **SCOPE OF SERVICES**

The subject project involves site development including the construction of a 2M gallon ground storage tank along with a booster pumping station. In conjunction with the site development, approximately 15,000 lineal feet of nominal 16 inch diameter pipe line construction is also contemplated.

**ON SITE DEVELOPMENT** – On site the plan is to construct a 2M gallon ground storage tank having a diameter of about 125 feet and a maximum height of approximately 30 feet. In addition, plans are to construct a booster pumping station structure having plan dimensions of about 100 feet by 50 feet that will also incorporate an adjacent wet well having a diameter of about 6 feet and imbedded about 12 feet below existing grade.



We also understand there may be some access roads that will be considered in the initial development. Accordingly, we have budgeted for the performance of five (5) shallow classification borings to a depth of 6 feet to examine pavement subgrade soil and groundwater conditions.

In order to investigate subsurface soil conditions, we propose to perform four (4) Standard Penetration Test (SPT) borings within the tank structure to a depth of 75 feet and four (4) Standard Penetration Test borings to 40 feet associated with the planned structure and wet well.

A limited laboratory testing program is proposed to aid in characterizing the engineering properties of the subsurface soils. Our laboratory tests would include grainsize analyses, Atterberg Limits and organic content tests.

The results of our geotechnical investigation will be included in a report encompassing a presentation and discussion of the following:

1. Logs of the exploratory borings
2. Results of Laboratory Testing
3. Discussion of subsurface soil and groundwater conditions including an estimate of the normal seasonal higher groundwater level
4. Foundation design recommendations for the proposed construction
5. Anticipated total and differential settlement
6. Recommendations for ground improvement, soil placement and compaction
7. Recommended soil parameter for design of embedded structures
8. Pavement design considerations
9. Recommendations for quality assurance inspection and testing during the construction stage
10. Recommendations for control and management of groundwater
11. Geotechnical construction considerations
12. Recommendations for further geotechnical investigation if warranted

**PROPOSED PIPELINE** – Details have yet to be finalized with respect to the final alignment of the proposed piping. Accordingly, at this time we were provided an estimate of approximately 15,000 lineal feet of piping which would consist of a nominal 16 inch diameter piping. The majority of the piping we understand will be constructed with a minimum cover of about 3 feet and therefore, test borings are generally planned as requested to a depth of 10 feet. In addition,



there will be two (2) roadway crossings and one (1) crossing of a waterway where it is contemplated that horizontal directional drilling may be incorporated. Based on test borings spanned at approximate 500 foot intervals, twenty-seven (27) borings are budgeted. Two (2) Standard Penetration Test (SPT) borings are also planned at each crossing for a total of six (6) to a depth of 30 feet as discussed.

A limited laboratory testing program is also planned for the pipeline borings. Our laboratory tests again would include grainsize analyses, Atterberg Limits and organic content tests as deemed appropriate.

The results of our geotechnical investigation will be included in a report encompassing a presentation and discussion of the following:

1. Logs of the exploratory borings
2. Results of Laboratory Testing
3. Discussion of subsurface soil and groundwater conditions including an estimate of the normal seasonal higher groundwater level
4. Subgrade preparation for pipeline construction
5. Discussion of suitability of excavated soils for use as backfill
6. Backfill compaction recommendations
7. Discussion of geotechnical issues relative to HDD construction
8. Recommendations for quality assurance inspection and testing during the construction stage
9. Recommendations for control and management of groundwater
10. Recommended soil parameters for design of excavation bracing
11. Geotechnical construction considerations
12. Recommendations for further geotechnical investigation if warranted

**SUPPLEMENTAL SITE BORINGS** – Based upon our limited review of some historical aerial photography on the site, it appears that there may have been significant mining activities that took place perhaps in the late 1970s or early 1980s. The details of these operations have yet to be determined as well as how the areas may have been reclaimed and with what types of materials. Accordingly, we discussed performing a series of supplemental site borings to gain further insight as to the types of materials that may be encountered in future development. Specifically, we have budgeted performing four (4) Standard Penetration Test borings to a depth of 75 feet in the future tank structure area together with four (4) supplemental borings over the site to a depth of 40 feet.



A limited laboratory testing program has also been budgeted for these supplemental test borings. We contemplate the probable need for grainsize analyses, Atterberg Limits and organic content tests.

The results of these preliminary borings will be included in a report providing a discussion of the following:

1. Logs of exploratory borings
2. Results of laboratory tests
3. Discussion of subsurface soil and groundwater conditions
4. Discussion of subgrade conditions and potential foundation requirements for possible future development
5. Recommendations for further geotechnical investigation, if warranted

### **REQUESTED FEES**

Based on the above discussed scope of services we would request the following lump sum fees relative to planned site construction, proposed pipeline construction and supplemental preliminary site borings.

#### I. SITE IMPROVEMENTS (Storage Tank and Booster Pumping Station)

Ia.	Field Geotechnical Investigation:	\$13,000.00
Ib..	Laboratory Testing:	1,200.00
Ic	Geotechnical Analysis Evaluation and Report Preparation:	3,700.00
	<b>Lump Total Sum:</b>	<b>\$17,900.00</b>

#### II. PIPELINE INVESTIGATION (15,000 LF and 3 HDD Crossings)

IIa.	Field Geotechnical Investigation:	\$13,600.00
IIb.	Laboratory Testing:	1,750.00
IIc.	Geotechnical Analysis Evaluation and Report Preparation:	3,600.00
	<b>Lump Total Sum:</b>	<b>\$18,950.00</b>



### III. SUPPLEMENTAL SITE BORINGS

IIIa. Field Geotechnical Investigation:	\$11,100.00
IIIb. Laboratory Testing:	1,000.00
IIIc. Geotechnical Analysis Evaluation and Report Preparation:	3,200.00
<b>Lump Total Sum:</b>	<b>\$15,300.00</b>

**Lump sum TOTAL of I, II and III: \$52,150.00**

Based on the above we would request a total lump sum fee of **\$52,150.00**. Certainly should adverse conditions occur that would warrant a modification in the scope of work, we would contact you prior to exceeding the fee.

Our above discussed fees are based on consideration of the following:


1. **DRIGGERS ENGINEERING SERVICES, INC. (DESI)** will field mark all test boring locations and coordinate the standard utility locate services.
2. We have assumed that all test boring locations will ultimately be surveyed and ground elevations provided to **DESI**.
3. We have assumed that all test borings along the proposed pipeline can be performed outside of the limits of existing roadway and thus, will not require any special provisions for maintenance of traffic or permitting fees.
4. We have assumed that all test borings along the pipeline will all be readily accessible to our track-mounted drilling equipment that is especially designed for limited overhead clearance as may be required where power lines or other overhead utilities may be present.
5. All of the Standard Penetration Test borings with exception of the shallow 10 foot deep pipeline borings will be grouted upon completion.
6. In the event that extensive buried rubble or debris may be encountered that would significantly impact the ability to penetrate by conventional test boring methodologies, we would discuss these conditions with you since this would require a scope and fee modification.

Please note that the above discussed geotechnical services have been developed in order to provide the geotechnical recommendations relative to the planned construction. Our investigative efforts do not include any assessment of environmental issues or impacts.

**DRIGGERS ENGINEERING SERVICES, INC.** appreciates the opportunity to serve you and we trust that if you have any questions concerning our proposal, you will not hesitate to contact the undersigned at your convenience.

Respectfully submitted,

**DRIGGERS ENGINEERING SERVICES, INC.**



F. Jaime Driggers, P.E.  
President

FJD-PRO\2019\1911337P

Copies: (1) Email



**EXHIBIT B**

**INSURANCE REQUIREMENTS**

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## INSURANCE REQUIREMENTS

Before performing any work, the Consultant shall procure and maintain, during the life of the Contract, insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the City and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best and Company rating of no less than A: VII. No changes are to be made to these specifications without prior written specific approval by the City.

1. The City is to be specifically included as an **ADDITIONAL INSURED** (with regards to Business Auto and Commercial General Liability).
2. The City shall be named as Certificate Holder. ***Please Note that the Certificate Holder should read as follows:***

*The City of Venice  
401 W. Venice Avenue  
Venice, FL 34285*

No City Division, Department, or individual name should appear on the certificate. **NO OTHER FORMAT WILL BE ACCEPTABLE.**

3. The “Acord” certification of insurance form should be used.
  4. Required Coverage
    - a) **Commercial General Liability:** including but not limited to bodily injury, property damage, contractual liability, products and completed operations, and personal injury with limits of not less than \$1,000,000 per occurrence, \$1,000,000 aggregate covering all work performed under this Contract. Include broad form property damage (provide insurance for damage to property under the care custody and control of the Consultant).
    - b) **Business Auto Policy:** including bodily injury and property damage for all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$1,000,000 combined single limit covering all work performed under this Contract.
    - c) **Workers Compensation:** Consultant will provide Workers Compensation Insurance on behalf of all employees, including sub-contractors, who are to provide a service under this Contract, as required under Florida Law, Chapter 440, and Employers Liability with limits of not less than \$100,000 per employee per accident; \$500,000 disease aggregate; and \$100,000 per employee per disease.
    - d) **Professional Liability:** with limits of not less than \$1,000,000 for professional services rendered in accordance with this contract. CONSULTANT shall maintain such insurance for at least two (2) years from the termination of this contract and during this two (2) year period the CONSULTANT shall use their best efforts to ensure that there is no change of the retroactive date on this insurance coverage. If there is a change that reduces or restricts the coverage carried during the contract, the CONSULTANT shall notify the City's Administrative Services Department within thirty (30) days of the change.
-

Policy Form:

- a) All policies required by this Contract, with the exception of Workers Compensation, or unless specific approval is given by the City, are to be written on an occurrence basis, shall name the City of Venice, its Elected Officials, Officers, Employees as additional insured as their interest may appear under this Contract. Insurer(s), with the exception of Workers Compensation, shall agree to waive all rights of subrogation against the City of Venice, its Elected Officials, Officers, and Employees.
  - b) Insurance requirements itemized in this Contract, and required of the Consultant, shall be provided on behalf of all subcontractors to cover their operations performed under this Contract. The CONSULTANT shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.
  - c) Each insurance policy required by this Contract shall:
    - (1) apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability;
    - (2) be endorsed to state that coverage shall not be suspended, voided or canceled by either party except after thirty (30) calendar days prior written notice by certified mail, return receipt requested, has been given to the City's Director of Administrative Services.
  - d) The City shall retain the right to review, at any time, coverage form, and amount of insurance.
  - e) The procuring of required policies of insurance shall not be construed to limit Consultant's liability nor to fulfill the indemnification provisions and requirements of this Contract.
  - f) The Consultant shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of any deductible and/or retention to which such policies are subject, whether or not the City is an insured under the policy. In the event that claims in excess of the insured amounts provided herein are filed by reason of operations under the contract, the amount excess of such claims, or any portion thereof, may be withheld from any payment due or to become due to the Consultant until such time the Consultant shall furnish additional security covering such claims as may be determined by the City.
  - g) Claims Made Policies will be accepted for professional and hazardous materials and such other risks as are authorized by the city. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two years. If provided as an option, the Consultant agrees to purchase the extended reporting period on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.
  - h) Certificates of Insurance evidencing Claims Made or Occurrence form coverage and conditions to this Contract, as well as the City's Bid Number and description of work, are to be furnished to the City's Director of Administrative Services, 401 West Venice Avenue, Venice, FL 34285, ten (10) business days prior to commencement of work and a minimum of thirty (30) calendar days prior to expiration of the insurance policy.
-

- i) Notices of Accidents and Notices of Claims associated with work being performed under this Contract, shall be provided to the Consultant's insurance company and the City's Director of Administrative Services, as soon as practicable after notice to the insured.
- j) All property losses shall be payable to, and adjusted with, the City.

## **EXHIBIT C**

### **Fee Schedule**

## Exhibit C

### Bill Rate Schedule Black & Veatch

Labor Category	Hourly Billing Rate
Technician / Graphics I	\$100
Technician / Graphics II	\$120
Sr. Technician / Sr. Graphics	\$138
Sr. Designer	\$154
Clerical	\$86
Administrative Assistant	\$100
Project Accountant	\$107
Staff Engineer I	\$108
Staff Engineer II	\$115
Staff Engineer III	\$128
Project Engineer I	\$140
Project Engineer II	\$155
Sr. Engineer I	\$170
Sr. Engineer II	\$195
Engineering Manager	\$207
Sr. Engineering Manager	\$224
Project Architect I	\$140
Project Architect II	\$174
Sr. Architect	\$207
Cost Estimator / Scheduler	\$155
Sr. Cost Estimator / Scheduler	\$190
Operations Lead	\$125
Operations Specialist	\$173
Sr. Operations Specialist	\$215
Resident Inspector I	\$134
Resident Inspector II	\$145
Resident Inspector III	\$155
Sr. Resident Inspector	\$190
Construction Manager	\$224
Project Manager	\$224
Sr. Project Manager	\$242
Project Director	\$259
Sr. Project Director	\$284
Technical Specialist	\$207
Sr. Technical Specialist	\$242
Technical Expert	\$275
Sr. Technical Expert	\$295

Rates include markups for overhead and profit. Rates are valid for a period of two years following the date of execution of the contract. It is understood that rates may be adjusted to account for cost-of-living thereafter, as mutually agreed. It is understood that expenses will be compensated separately.