

**INTERLOCAL AGREEMENT BETWEEN CITY OF VENICE AND THE LAUREL ROAD
COMMUNITY DEVELOPMENT DISTRICT FOR THE DESIGN AND ENGINEERING OF
LAUREL ROAD WIDENING**

This Interlocal Agreement (the "Agreement") is made and entered into this ___ day of _____, 2022 by and between **City of Venice**, a municipal corporation of the State of Florida (herein referred to as the "City") and the **Laurel Road Community Development District**, an independent special district of the State of Florida (herein referred to as the "District"), hereinafter collectively referred to as (the "Parties").

WITNESSETH:

WHEREAS, the District is established pursuant to Chapter 190, Florida Statutes, with general and special powers to provide for public infrastructure which benefits the District, including the design and implementation of elements of a regional roadway network; and

WHEREAS, Laurel Road, from Knights Trail Road to Jacaranda Boulevard, is currently a two-lane road located within the City, but the road right-of-way is owned by Sarasota County (the "County"); and

WHEREAS, the City and the County entered into a Locally Funded Agreement, dated May 24, 2022, pursuant to which the County is providing identified funds for the final design and permitting of improvements to Laurel Road from the intersection at Knights Trail Road east to the intersection of Jacaranda Boulevard, including expansion of travel lands from two to four, the addition of bike lanes, a median with turn lanes, street lighting, sidewalks, stormwater management and drainage, utilities enhancements and intersection enhancements (collectively referred to as the "Final Design Project"); and

WHEREAS, the District, which is adjacent to Laurel Road, and the City will be benefitted by the expansion and improvement of Laurel Road; and

WHEREAS, the Parties agree that it is in the best interest of the public to fund and carry out the Final Design Project, which includes the preparation of the construction design documents, survey (including the sketches and descriptions for right-of-way and easement acquisitions), permitting and bid phase services for the Final Design Project, as more particularly described in Section 3 (A), hereof; and

WHEREAS, the Parties intend by and pursuant to this Agreement to provide for the completion of the design and permitting of the Final Design Project; and

WHEREAS, the Parties agree upon a process for completion of the Final Design Project as provided for herein, and recognize that construction activities may be carried out through a separate future agreement; and

WHEREAS, it is the goal of the Parties to cooperate with each other pursuant to this Agreement in order to provide the most effective and efficient delivery of the Final Design Project; and

WHEREAS, the Parties agree that the proposed District cost and schedule of the Final Design Project are estimated to be less and shorter than what the City could self-perform; and

WHEREAS, the Parties are each authorized to enter into the Agreement pursuant to Section 163.01, Florida Statutes.

NOW, THEREFORE, in accordance with Chapter 163, Part I, Florida Statutes, as amended, but specifically subject to the provisions of Section 163.01(9) and (11), Florida Statutes, the Parties, for and in consideration of the mutual benefits and promises set forth herein, do enter into this Agreement and represent, covenant, and agree with each other as follows:

SECTION 1. RECITALS. The Parties do hereby acknowledge and agree that the above recitals are true and correct to the best of their knowledge and belief and are incorporated herein by this reference.

SECTION 2. PURPOSE. The purpose of this Agreement is to set forth the Parties' respective agreements, consents, understandings, contributions, duties, obligations, and funding for the Final Design Project. This Agreement is independent of any other agreements or undertakings of the Parties and does not commit any Party to any future action or financial involvement relating to the Final Design Project planning or construction that is not directly referenced in the Agreement.

SECTION 3. DEFINITIONS.

(A) Project:

The Final Design Project shall consist of the preparation and delivery to the City of all items included in the Scope of Work attached hereto as Exhibit "A" and incorporated herein by reference, in complete, final and fully accurate in all material respects form and consistent with the City's adopted standards and typical formats.

(B) Cost:

The Cost for the Final Design Project shall be the fixed sum of Eight Hundred Ninety-Four Thousand and 00/100 Dollars (\$894,000.00), together with a reimbursement of the fees and assessments imposed by governmental review agencies, advertising and publication costs, to the extent pre-approved by the City. This is a fixed sum shall include all out-of-pocket costs and expenses of whatsoever nature as may be required for, derived from or arise out of the Final Design Project as defined in Section 3 (A) or Section 4, including by way of example but not limitation: engineering, environmental assessment, permitting, surveying and other professionals or consultants fees, costs and expenses; payments to professionals, contractors, subcontractors, materialmen and/or laborers for the design and permitting of the Final Design Project; change orders to contracts or delay claims; governmental entity or agency permit/license applications, permits and inspections. The District will be responsible for all costs exceeding the fixed sum at their own expense. This obligation does not pertain to property or right-of-way acquisitions not specifically contemplated in this Agreement.

SECTION 4. DISTRICT'S OBLIGATIONS. The District hereby agrees to the following contributions, duties and obligations:

(A) Design and Permitting Responsibilities:

(1) The District shall engage one or more design engineering professionals, licensed and registered with the State of Florida, for the Final Design Project.

(2) The design engineering professionals engaged by the District shall provide the Final Design Project design plans at 60%, 90% and signed/sealed 100%, all specifications, bid documents, complete permit applications, right of way documentation, along with all supporting and associated documents, in both hard copy and electronic copy, to the City for review and approval by all relevant departments and agencies, at design phase completion, in accordance with the City's current submittal procedures and practices. The District shall exercise its best efforts to have its design engineering professionals provide the Final Design Project to the City by June 27, 2023. The design of the Final Design Project shall be in conformance to applicable City Land Development Code and County Unified Development Code standards.

(3) The District agrees to require its design engineering professionals to exercise the appropriate standard of care throughout said professional's provision of the Final Design Project. Acceptance of the Final Design Project deliverables by the City shall not constitute a waiver or relieve the District's design engineering professionals of said design engineering professionals' obligation to provide signed and sealed design plans that are complete and accurate in all material respects for the Final Design Project.

(4) Concurrent with each design phase submittal of the design plans, the District shall furnish the City with a copy of its design engineering professionals' opinion of probable construction cost (EOPC) identifying associated unit cost sources. Each EOPC shall be provided for anticipated costs in the calendar year 2022 and escalated to projected costs in years 2023, 2024 and 2025.

(5) The District's design engineering professionals shall apply for and pursue the appropriate permits that are required to be obtained from the County, Southwest Florida Water Management District, the Florida Department of Transportation, the Florida Department of Environmental Protection, and the US Army Corps of Engineers, and from any other agency or utility requiring construction permitting or authorization of the Final Design Project. The District's design engineering professionals shall make their best efforts to obtain said permits by February 2, 2023.

(6) The District agrees to require the design engineering professional firm(s) that it engages for the Project to provide limited construction phase services and prepare supplemental reports and plans as may be needed during construction of the Final Design Project. If included in an agreement for construction of the improvements, said provision of services shall be negotiated in good faith with the City. The following statement will be incorporated into any resulting contracts between District and their design engineering professional firm(s):

[INSERT FIRM NAME] shall provide limited construction phase Engineer of Record services and prepare supplemental reports and plans as may be needed during construction of widening and improvement of Laurel Road from the intersection at Knights Trail Road east to the intersection of Jacaranda Boulevard (Project). Provision of these services shall be negotiated in good faith with the District and the City, or an alternative entity as defined by the City.

(7) The District agrees to require the design engineering professional firm(s) that it engages for preparation of the Final Design Project to maintain professional liability insurance with limits of not less than \$1,000,000.00 for professional services rendered in accordance with this Agreement.

(8) The District's Final Design Project consultant team will explore and offer opportunities to provide joint-use road, drainage or utility infrastructure that may provide mutual benefit to the Final Design Project and adjacent property owners. If such opportunities are identified, the District will negotiate in good faith with the City to minimize future construction related costs. Any resulting terms of agreement may be memorialized through amendment to this Agreement or by separate agreement.

(9) All right of way, stormwater ponds, utilities land, etc. dedicated to the City or the County shall have title insurance provided by and at the expense of District.

SECTION 5. CITY'S OBLIGATIONS. The City hereby agrees to the following contributions, duties and obligations:

(A) Funding:

The Cost for the Final Design Project shall be paid per applicable State Statutes per the following deliverable and payment schedule as follows:

(1) upon completion of design plans at sixty percent (60%) and delivery to City of the EOPC, City shall pay to the District a sum equal to fifty percent (50%) of the Cost for the Final Design Project;

(2) upon completion of design plans at ninety percent (90%) and delivery to City of the EOPC, City shall pay to the District a sum equal to thirty percent (30%) of the Cost for the Final Design Project such that the total then paid to date shall be a sum equal to eighty percent (80%) of the Cost for the Final Design;

(3) upon acceptance by the City of the one hundred percent (100%) signed/sealed plans, associated documents, approved permits and/or regulatory authorizations, the EOPC and proof of full payment to the design consultant(s), the City shall deliver to the District a sum equal to an additional twenty percent (20%) of the Cost for the Final Design Project such that the total then paid to date shall be a sum equal to one hundred percent (100%) of the Cost for the Final Design Project.

(B) The City Manager or their designee is authorized to approve payments for the Final Design Project.

SECTION 6. FORCE MAJEURE. This Agreement is subject to Force Majeure and is contingent on strikes, accidents, acts of god, weather conditions, inability to secure labor, restrictions imposed by any government or governmental agency or other delays or inability to satisfy performance obligations set forth herein that are beyond the control of the applicable party. If a party's performance hereunder is prevented by any cause of Force Majeure, then in that event, the Agreement may be terminated without penalty as follows:

(A) The party desiring to terminate the Agreement must provide written notice to all other Parties setting forth with specificity the grounds for such termination.

(B) The other Parties shall have thirty (30) business days from the date of their receipt of such notice of termination to deliver a written notice of dispute as to said termination in which event the dispute resolution provisions of this Agreement shall be thereupon promptly commenced by the Parties hereto. In the event of such dispute, the Agreement shall not terminate but all activities, to the extent reasonable, under the Agreement shall be suspended pending resolution of the dispute unless otherwise agreed to by the Parties.

SECTION 7. DISPUTE RESOLUTION PROCESS. In the event of a dispute between District and City under this Agreement, the District's Chair or Manager and the City Manager or their respective designee(s) shall review such dispute and negotiate a mutually acceptable resolution. The mutual decision of the District Chair or Manager and the City Manager shall be final. In the event the District Chair and Manager and the City Manager are unable to agree, the matter shall be referred to the respective Boards who may jointly elect to hold a joint meeting to resolve the matter. This process shall substitute for the dispute resolution process set forth in an applicable section of the Florida Statutes, or law.

SECTION 8. LIABILITY. The Parties to this Agreement shall not be deemed to assume any liability for the negligent, intentional or wrongful acts or omissions of any other Party or said other Party's officers, employees, consultants or contractors. Nothing contained herein shall be construed as a waiver by a party of the liability limits established in Section 768.28, Florida Statutes, other statute or common law. Further, nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

SECTION 9. NOTICES. Any and all written notices required or permitted to be given hereunder shall be in writing and deemed received upon hand delivery, facsimile transmission or after three (3) days if deposited in U.S. Mail and sent via certified mail, return receipt requested.

All notices to the City shall be sent to:

City Manager
Ed Lavallee
401 West Venice Avenue
Venice, Florida 34285

Copy to: City Attorney
Kelly M. Fernandez, Esq.
236 Pedro Street
Venice, Florida 34285

All notices to the District shall be sent to:

Laurel Road Community
Development District
5800 Lakewood Ranch Boulevard
Sarasota, Florida 34240
Designated Representative: Pat Neal and Pam Curran
Phone: (941) 328-1111
Fax: (941) 328-1100

Copy to:

Edward Vogler II, Esq.
705 10th Avenue West, Unit 103
Palmetto, Florida 34221
Phone: (941) 304-3400
Fax: (941) 866-7648

District Manager
9220 Bonita Beach Road, Suite 214
Bonita Springs, Florida 34235

SECTION 10. LEGAL FEES AND COSTS. The Parties agree to bear the expense of their respective legal fees and costs associated with the negotiation and preparation of this Agreement, as well as any actions enforcing the terms of this Agreement.

SECTION 11. AMENDMENTS. No change, modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by all of the Parties hereto with the same formality as this Agreement.

SECTION 12. VENUE AND ELECTION OF REMEDIES. This Agreement shall be construed and governed by the laws of the State of Florida. Any and all legal action arising out of or necessary to enforce this Agreement shall be held in the Twelfth Judicial Circuit in and for Sarasota County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereinafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

SECTION 13. WAIVER OF JURY TRIAL. The Parties hereby waive any rights any of them may have to a jury trial in any litigation arising out of or related to this Agreement and agree that they shall not elect a trial by jury. The Parties hereto have separately, knowingly and voluntarily given this waiver of right to trial by jury with the benefit of competent legal counsel.

SECTION 14. DISCLAIMER OF BENEFICIARIES. This Agreement is solely for the benefit of the herein specifically and formally named Parties and no right or cause of action shall accrue upon or by reason hereof to or for the benefit of any third party not a formally named party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the formally named Parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the formally named Parties hereto and their respective representatives, successors and assigns.

SECTION 15. PARTIES DRAFTED EQUALLY. The Parties acknowledge that each has shared equally in the drafting and preparation of this Agreement with the advice of their respective counsel and, accordingly, no arbitrator, mediator, court or administrative hearing officer construing this Agreement shall construe it more strictly against one party than the others and every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning. In the case of a dispute concerning the interpretation of any word, phrase or provision of this Agreement, the Parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

SECTION 16. SEVERABILITY. In the event any term, section, paragraph, sentence, covenant, clause or provision hereof is held invalid by a court of competent jurisdiction, such holding shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect unless the invalidity is as to a material or substantive obligation of a party in which event the Agreement may thereupon be terminated at the discretion of the adversely affected Party or Parties.

SECTION 17. ENTIRE UNDERSTANDING. This Agreement represents the entire understanding between the Parties and supersedes all other negotiations, representations or agreements, either written or oral, relating to the matters which are the subject of this Agreement.

SECTION 18. HEADINGS. The headings and captions contained in this Agreement are for convenience of reference only and shall not limit or otherwise affect in any manner the meaning or interpretation of this Agreement.

SECTION 19. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

SECTION 20. CLERK OF COURT. A fully executed original of this Agreement shall be filed with the Clerk of the City of Venice and the Clerk of the Circuit Court in and for Sarasota County, Florida.

SECTION 21. TERM. This Agreement shall continue in full force and effect for five (5) years from its Effective Date, unless earlier terminated under the terms of this Agreement or by law.

SECTION 22. Effective Date. The Effective Date of this Agreement shall be made the date of its filing pursuant to Section 163.01(11), Florida Statutes.

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City of Venice

City of Venice, a municipal corporation of the State of Florida, acting by and through the Mayor and City Council, with a quorum present and voting, did approve this Agreement on the ____ day of _____, 2022.

Ron Feinsod, Mayor

ATTEST:

Kelly Michaels, MMC, City Clerk

Approved as to form and correctness:

Kelly Fernandez, City Attorney

Date: _____

Laurel Road Community Development District

The Laurel Road Community Development District, an independent special district of the State of Florida, acting by and through its Board of Supervisors, with a quorum present and voting, did approve this Agreement on the 17 day of August, 2022.

ATTEST:

LAUREL ROAD
COMMUNITY DEVELOPMENT DISTRICT

By: 

[DISTRICT SEAL]

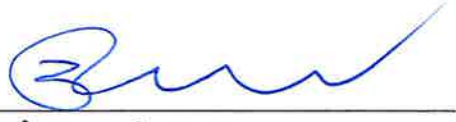
By: 
Print: Pete Williams
Title: Chairman

EXHIBIT "A"

SCOPE OF WORK

GENERAL

Laurel Road Community Development District (“Client”) desires to improve approximately 1.50 miles of existing Laurel Road from the intersection at Knights Trail Road east to the intersection of Jacaranda Boulevard (“PROJECT”). The Client wishes to authorize Stantec Consulting Services Inc. (“Stantec”) to perform professional services. The improvements are generally considered to be the expansion of the number of travel lanes (Option C); addition of bike lanes, a median, sidewalks/ multiuse recreational trail; stormwater management/ drainage; utility corridor; and intersection improvements.

Stantec has previously completed a Preliminary Design Report and 30% Design of Laurel Road Option C for the PROJECT (“PHASE I”). PHASE I also included Stantec meetings with applicable governmental agencies to obtain specific guidelines and criteria for the evaluation and development of the PROJECT.

PHASE I deliverables were reviewed by City of Venice, Sarasota County, Florida Department of Transportation (FDOT), Southwest Florida Water Management District (SWFWMD) and Peace River Manasota Regional Supply Authority (PRMRS). The PHASE I Option C alignment was also reviewed by private utilities and private development adjacent to the PROJECT.

Stantec will integrate direction provided by said agencies/ owners to prepare: **60% Permit Design Plans and complete Permit Packages; 90% Bid Phase Design Plans and associated Bid Documents; and 100% Construction Phase Design Plans (PHASE II).**

This scope of services (PHASE II) consists of the following tasks:

TASK 210 – ENVIRONMENTAL/ PHYSICAL CONSTRAINTS

Stantec will identify, classify, and assess ecological features within (and adjacent to) the Laurel Road corridor and its appurtenances (i.e., stormwater ponds, canals, off-site improvements). PHASE I of the design included the preparation of a Wetland Evaluation Report (WER), a Jurisdictional Wetland Survey and an Endangered Species Biological Assessment (ESBA). The following tasks will build from the work provided in PHASE I.

Environmental Constraints

Stantec will modify the ESBA PHASE I included an Endangered Species Biological Assessments; however, the Florida Bonneted Bat was not considered in PHASE I. Stantec will conduct acoustic field survey to document the presence of the Florida Bonneted Bat.

Stormwater Design

Stantec will utilize the Lemon Bay and Dona/ Roberts Bayshed Models to develop a revised existing conditions model (RECM) in ICPR v3 provided by the Sarasota County Stormwater Division. The RECM will be submitted to Municipalities and SWFWMD during 60% Plan development. Additionally, Stantec will complete design of a proposed condition model (PCM). The PCM will require the continued coordination with private development plans adjacent to PROJECT to ensure understanding of shared use ponds and development of sketch/ descriptions of

public flowage easements. The RECM input and output data will be reviewed and approved for use by the Sarasota County Stormwater Division. The RECM and PCM may be submitted concurrently, depending on the status of the modeling relative to schedule.

Traffic Analysis

Stantec will review pertinent information provided by Sarasota County as it relates to the improvements required at the Laurel Road/ Jacaranda Boulevard intersection. AM and PM peak-period turning movement counts will be collected at the intersection to establish the existing conditions.

Stantec will evaluate the current level of congestion at the intersection. The level-of-service (LOS) analyses will include AM and PM weekday peak-hour conditions during peak season. Stantec will then evaluate future levels of congestion at the intersection. Opening-year 2020 forecasts will use 5-year historical growth rates and the year 2040 forecast will use the traffic assignments from the District 1 Regional Planning Model and the MPO's Cost Feasible Plan improvements. Estimates and models will incorporate anticipated development along corridor based on typical approved densities.

Stantec has reviewed the type of intersection controls needed at the Laurel Road/ Jacaranda Boulevard Intersection. It has been determined that the intersection will be designed as a standard, signalized intersection. The findings of the analysis will be summarized in a technical memorandum stating the appropriate design details for the signalized intersection treatment. Based on the preferred treatment, AM and PM weekday peak-hour conditions will be analyzed for the future-year (2020 opening year and 2040 design year). This includes a determination of the required deceleration and storage length required for the turn lanes, LOS, and volume-to-capacity (v/c) ratios at the intersection. This will be accomplished using the Synchro Software and Highway Capacity Software (HCS).

City and County Coordination

Upon submittal of the documents to Sarasota County, further documentation, or clarification of the analyses to complete their review may be required. Stantec will meet with City of Venice and Sarasota County, if necessary, to discuss the comments and provide the appropriate supporting documentation. Up to two (2) meetings with City and County staff are assumed in this task.

TASK 210 - DELIVERABLES:

1. Modified Endangered Species Biological Assessment with Bonneted Bat Survey Results
2. Electronic Revised Existing Conditions Stormwater Model ICPR v3
3. Electronic Revised Existing Conditions Stormwater Model GIS Database
4. Traffic Analysis

2. Sketch and Descriptions (5 total) of Public Flowage Easements signed/sealed by Professional Surveyor Licensed in Florida

TASK 250 – PUBLIC INVOLVEMENT

Stantec will actively support the City and County in conducting two public meetings, which may be conducted during weekends or after normal working hours. It is anticipated that the agenda/ requirements for public meetings will follow criteria as defined by the County; Stantec will coordinate County criteria with City of Venice to ensure any City requirements are included in agenda; where conflicting criteria exists, County criteria will be used as the owner of roadway. Stantec will support the County in preparation, scheduling, attendance, note-taking, documentation, and follow-up services for each meeting. Additionally, Stantec will attend and provide a presentation to the Venice City Commission and the Sarasota County Board of County Commissioners.

Stantec will assist the City and County when facilitating the public information meeting/ workshop to present the project and obtain comments related to the project. Stantec will attend the meetings with a suitable number of personnel with appropriate technical expertise to assist the City and County in such meetings. Stantec will provide graphics, as necessary; City and/ or County staff will provide staff for logistics, including advertising, invitation list, reserving meeting space, etc.

TASK 250 - DELIVERABLES:

1. Two (2) Alternative Public Information Meeting(s) and
2. Four (4) Community/Stakeholder Forum(s)

TASK 260 – DESIGN AND PREPARATION OF CONSTRUCTION PLANS

Stantec will prepare site and development/ construction plans as one concurrent set of drawings for the following phases of design:

- 60% Permit Design Plans
- 90% Bid Phase Design Plans
- 100% Construction Phase Design Plans

Construction plans will include paving and grading, drainage system, utilities, intersection improvements (including signal plans at Laurel Road/ Jacaranda Boulevard intersection), CCTV and traffic count equipment, pavement markings, landscaping, electrical, street lighting, ROW plans, and parcel descriptions. Design of the drainage system will include the roadway internal piping system, the by-pass swale systems, and new stormwater ponds. Temporary Traffic Control Plans will consist of FDOT standard indices, phasing plans and sections with general notes and details. One hundred and ninety-three (193) plan sheets are anticipated for the Roadway component set (not including intersection improvement plans), with an additional nineteen (19) plan sheets for the Utilities set. Plans will be reviewed by the City of Venice, Sarasota County, Florida Department of Transportation (FDOT), Southwest Florida Water Management District (SWFWMD), Florida Department of Environmental Protection, and Peace River Manasota Regional Supply



ATTACHMENT A – ENGINEERING SERVICES

Authority (PRMRSAs). An updated schedule will be provided with each submittal. Plans will be prepared in accordance with the following standards:

- City of Venice Land Development Code
- Sarasota County Unified Development Code
- Florida Department of Transportation (FDOT) 2020 Design Manual (FDM)
- FDOT FY 2020-21 Standard Plans
- FDOT Intersection Design Guide, latest edition
- The Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways, State of Florida, latest edition – 'Florida Greenbook'
- Southwest Florida Water Management District (Florida Administrative Code 62-330)
- Florida Department of Environmental Protection

Anticipated plan sheets and submittal stages:

Table 6

PLAN SHEETS	# SHEET (original)	PROJECT (PHASE II)		
		60%	90%	100%
Cover Sheet	1	C	C	F
Plan Set Legend (Key Sheet)	1	P	C	F
Demolition Plan (Selective Clearing and Grubbing)	1	P	C	F
Drainage Map (1" = 200')	3	P	C	F
Typical Sections	2	C	C	F
General Notes	1	P	C	F
Project Layout (1" = 600')	1	C	C	F
Project Control Sheet	1	C	C	F
Mainline Roadway Plan-Profile (1" = 40')	13	P	C	F
Right of Way Needs Mapping	2	C	C	F
Mainline X-Sections (50' spacing)	81	P	C	F
Pond Plan and Details (1" = XX')	5	P	C	F
Drainage Structure Details	13	P	C	F
Driveway Profiles / Intersection Details	13	P	C	F
Full signal plans, with emergency components	15	P	C	F
Intelligent Transportation System (ITS) Plans	5	P	C	F
Master Utility Plan (1" =200')	3	P	C	F
Utility Adjustment Plan and Profile (1" = 40')	13	P	C	F
Utilities Details	3	P	C	F
Miscellaneous Details	1	P	C	F
Signing and Marking Plans (1" = 40')	13	P	C	F
Tree Disposition Plan	1	P	C	F
Traffic Control Plans/MOT	8	P	C	F
Best Management Plan	8	P	C	F
Landscape Plan	8	P	C	F
Street Lighting Plans with electrical	13	P	C	F
TOTAL	227			
P – Preliminary		C – Complete		F - Final

TASK 260 - DELIVERABLES:

1. 60% Permit Design Plans (based on requirements of Table 6)⁽¹⁾
2. 90% Bid Phase Design Plans (based on requirements of Table 6)⁽¹⁾
3. 100% Construction Phase (post-bid) Design Plans (based on requirements of Table 6)⁽¹⁾
4. Updated Schedule

⁽¹⁾ Plan sets signed by Professional Engineer in Florida, when required by statute or regulation

TASK 270 – UTILITY PLAN/PERMIT PREPARATIONConstruction Plans (one plan set)

Stantec will prepare Utility Design Plans based on the sub-surface utility survey and agency coordination completed during PHASE I, Stantec will design the potable water, sanitary sewer, and reclaimed water mains as part of the construction plans and details provided under Task 260 above. The plans will be designed based on the County Utility Manual. Stantec will coordinate with City staff to ensure that any City requirements are considered as well. Where conflicting design criteria exists, Stantec will use most restrictive requirements – so long as the more restrictive requirements are approved by County. County criteria will be used as the owner or roadway. The plans will be submitted to City of Venice, Sarasota County and FDEP for construction approval. The plans will also be provided to PRMRSA to ensure knowledge of project adjacent to their infrastructure. The plans will include utility plan and profile sheets and will include new proposed potable water, sanitary sewer and/ or reclaimed water mains, as necessary, to address existing potable water conflicts, sanitary sewer conflicts, and reclaimed water facilities conflicts with proposed stormwater facilities or utilities.

TASK 270 - DELIVERABLES:

1. Complete Utility Plan Set based on Table 6 above at 60% Permit Phase, 90% Bid Phase and 100% Construction Phase⁽¹⁾

⁽¹⁾ Plan sets signed by Professional Engineer in Florida – only when applicable)

TASK 310 – TRAFFIC SIGNAL DESIGN

Stantec will create standard and emergency signal design plans for the project. This location is under the operational jurisdiction of the County, with design approval authority also residing with the County. Design will incorporate CCTV cameras, advance detection and measuring equipment consistent with County standards. Stantec will coordinate public/ private utilities relative to the placement of the signal poles.

The project is defined as a standard signalized intersection at the Laurel Road/ Jacaranda Boulevard intersection. The signal is also adjacent to the City of Venice Fire Station. Stantec will coordinate with Fire Department staff to determine the type of infrastructure they require within the Fire Station.

The signal will be designed and permitted to ensure compliance with local and state regulations. It is assumed that the signal will require two (2) signal poles placed in the County right-of-way and pedestal mounted signals just east of the Fire Station, also in County right-of-way.

A field visit by a Stantec surveyor will be performed to verify information and collect data about the characteristics of the intersection. Stantec surveyors will survey the road adjacent to the Fire Station as well as the ground adjacent to the proposed signal poles.

Stantec will provide design phase signal plans at 60%, 90% and 100% to the County and City to review. It is anticipated that there will not be any public utility relocation as a result of this project. Stantec will review the survey data and SUE data to verify existing utility

locations and attempt to avoid any conflict between utilities and proposed signal improvements.

TASK 310 - DELIVERABLES:

1. Complete Signal Plan Set based on Table 6 above at 60% Permit Phase, 90% Bid Phase and 100% Construction Phase⁽¹⁾

⁽¹⁾ Plan sets signed by Professional Engineer in Florida – only when applicable

TASK 410 – LANDSCAPE/ LIGHTING CONSTRUCTION PLANS

Plans will be prepared based on current Sarasota County Standards in a two-step process to allow for Client review and approval. The basis of these documents will be the plant palette and design concepts developed with the Client. It is anticipated that the landscape plans will follow County Level II requirements as defined in the County Landscape Guide. Irrigation plans are anticipated to be fed by a well(s); Stantec will review opportunities for shared use ponds in order to allow for irrigation by reuse.

The lighting plans are included in this task and includes the 1-line electrical drawings. The City and County shall provide details and specifications for roadway lighting along corridor. The lighting may be provided in median and/ or behind back of curb, depending on placement of sidewalk and other amenities.

TASK 410 - DELIVERABLES:

1. Preliminary Landscape and Lighting Plans at 60% Plan submittal
2. Complete Landscape and Lighting Plans at 90% Plan submittal
3. Final Landscape and Lighting Plans at 100% Plan submittal

TASK 510 – ENGINEER'S OPINION OF PROBABLE COSTS

Stantec will prepare an Engineer's Opinion of Probable Cost (EOPC) at the 60% Permit Design Phase, 90% Bid Design Phase and the 100% Construction Design Phase. The EOPC will not include an estimation of right-of-way acquisition costs. A contingency will be added to each EOPC phase to account for preliminary, complete, or final design phase of plans sheets. Stantec will utilize FDOT 6 mos. and 12 mos. unit pricing as well as known unit pricing from similar jobs in southwest Florida; a multiplier will be used on similar job unit costing to account for annual inflation.

TASK 510 - DELIVERABLES:

1. Preliminary EOPC at 60% Plan submittal
2. Complete EOPC at 90% Plan submittal
3. Final EOPC at 100% Plan submittal

TASK 520 – REGULATORY AGENCY SUBMITTAL

Stantec will prepare and submit, on behalf of Client, drawings, calculations, and complete permit applications. The calculations will include design of a proposed condition stormwater model (PCM). The PCM will require the continued coordination with

private development plans adjacent to PROJECT to ensure understanding of shared use ponds and development of sketch & descriptions of public flowage easements. A complete permit package will be provided to the following regulatory agencies:

- SWFWMD – General ERP for Laurel Road Expansion
- City of Venice – Capital Projects⁽¹⁾
- Sarasota County - Concurrent Review – Site and Development/Construction Plans⁽¹⁾
- FDOT Driveway Connection Permitting
- FDEP Permitting

⁽¹⁾ Assumes Site Development/ Concurrent Construction Plan Permitting along with Utility Permitting, with electronic submittal.

Stantec will perform a Grand Tree Assessment. Stantec environmental staff will measure candidate trees within the corridor to determine whether any meet Sarasota County's criteria for Grand Tree Designation. Identified Grand Trees will be located in the field using sub-meter accuracy GPS technology to be incorporated into the site plans.

TASK 520 - DELIVERABLES:

1. Complete Permit Package (based on criteria of the permitting agencies listed above)
2. Electronic Revised Existing Conditions Stormwater Model ICPR v3
3. Electronic Revised Existing Conditions Stormwater Model GIS Database
4. Location of Grand Tree(s) to be shown in all plan sets

TASK 530 – STRUCTURAL DESIGN

Stantec will provide for the structural design of culverts (crossings) and/ or associated head/ end walls that require structural design. The structural design will include sufficient detail to provide contractor with direction for purposes of bidding. The structural design is limited to two (2) drainage crossings. The contractor may choose an option other than the Stantec design and will be permitted to do so.

TASK 530 - DELIVERABLES:

Structural Plans for two drainage crossings; signed and sealed by a Professional Engineer in Florida.

TASK 540 – BID DOCUMENTS

Stantec will provide technical specifications, supplemental technical specifications, quantity take-off figures, cut-and-fill analysis, and a bid schedule for the project ('Bid Package'). One quantity take-off and opinion of probable cost will be provided based on the completed final construction plans. The primary objective of the bid phase is to finalize all contract documents and prepare the bid package. The County will provide all contract documents not specifically identified in deliverables below; the City of Venice will provide information as agreed upon between City and County. Stantec will provide

coordination between City and County regarding information required for Bid Package. Bid Packages will be provided for the Roadway Plan Set (including Landscape and Lighting Plans) as well as all Signal Plan Set and Utility Plan Set. Stantec will coordinate the Utility Work Schedules required for each of the private utilities identified along the corridor. Stantec does not create public nor private UWS's; however, Stantec will review and approve the UWS's prior to being included in the Bid Package.

During land acquisition for the project there may be various changes made to the proposed right-of-way and easements due to negotiations and settlement of right-of-way issues. The contract plans and all component plans will be updated (maximum two times) to include final right-of-way and easements.

TASK 540 - DELIVERABLES:

1. Specifications and Technical Provisions
2. Pay Items and quantity take-off
3. Utility Work Schedules; signed/ sealed by engineer of record

TASK 550 – RIGHT-OF-WAY ACQUISITION SUPPORT

Stantec will provide coordination as needed in the right-of-way acquisition process conducted by City of Venice and/ or Sarasota County. The expected tasks may include deposition and hearing attendance; expert witness testimony; exhibit preparation, etc.

(hereinafter called the "Services")

PHASE II EXCLUSIONS:

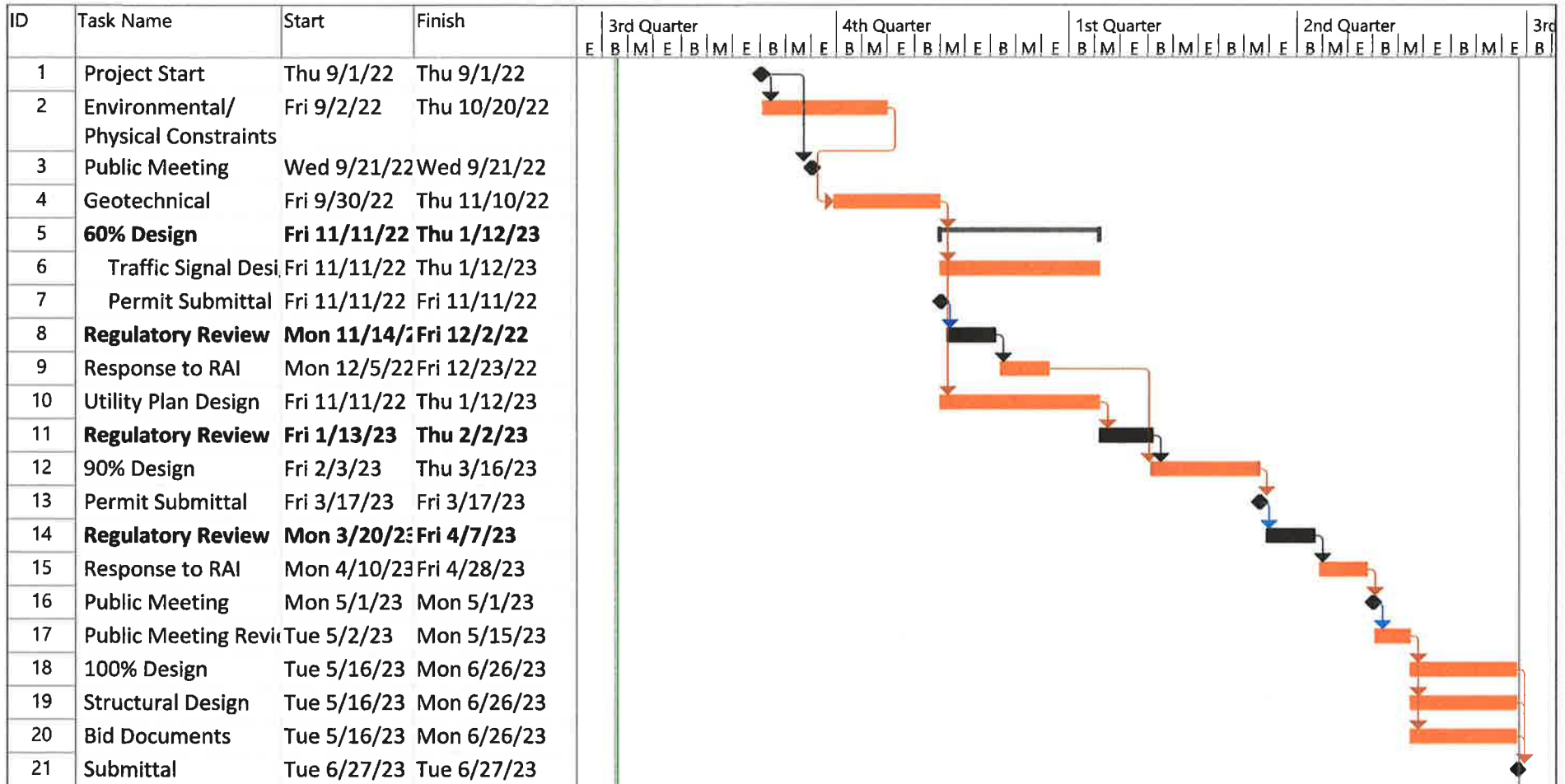
The following items are not included in this Scope of Services:

- Engineering design or other services during construction
- Right-of-way costs; estimation or other
- Permit application fees
- Bridge Design – Structural
- Construction Stake-Out (To be provided by the general contractor for the road construction.)
- Hazardous waste studies
- Engineering design and permitting services, which are not specifically a part of this scope of services
- Cultural Resources Assessment
- Scrub Jay Mitigation Services; Gopher tortoise permitting/ relocating
- Bid Phase Services not specifically referenced in this proposal
- Construction Administration Services

FEE

Task	Service	Fee Type	Fee
210	Environmental/ Physical Constraints	Fixed	\$ 61,000
220	Geotechnical Survey	Fixed	\$ 40,000
230	Easement Preparation	Fixed	\$ 30,000
240	Public Involvement	Fixed	\$ 20,000
250	Design and Preparation of Construction Plans	Fixed	\$ 360,000
260	Utility Plan/ Permit Preparation	Fixed	\$ 110,000
31	Traffic Signal Design	Fixed	\$ 70,000
410	Landscape/ Lighting Construction Plans	Fixed	\$ 45,000
510	Engineer's Opinion of Probable Costs	Fixed	\$ 9,000
520	Regulatory Agency Submittal	Fixed	\$ 49,000
530	Structural Design	Fixed	\$ 30,000
540	Bid Documents	Fixed	\$ 50,000
550	Right-of-Way Acquisition Support	Fixed	\$ 20,000
		TOTAL	\$ 894,000

LAUREL ROAD WIDENING - PHASE 2



Project: schedule
Date: Thu 7/7/22