

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, Ardurra Group, Inc., a Florida 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 "East Gate Utilities Relocation Phase 2" 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 design, permitting, acquisition of property owner agreements, public outreach, State Revolving Fund loan compliance, bidding assistance, construction management and construction observation ("Services") as further described herein.

Scope of Services

The scope of services for this project is to provide design, permitting, bidding and construction management and observation services for the relocation of gravity wastewater collection services, gravity trunk lines, water services, and water mains, to the front side of properties within the road rights-of-way for Phase 2 of a three phase program in the Eastgate subdivision. The Phase 2 area is bounded on the west by US 41 Bypass, on the east and the north by Groveland Avenue, and the south by Gulf Coast Boulevard. The portion of the project located east of Home Park Rd will not include sewer relocations. The work totals approximately 21,150 LF of new water main, 2,050 LF of new gravity sewers, seven (7) new sanitary manholes, 243 water service relocations on private lots and 26 combined water and sewer service relocations on private lots. 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 and Exhibit A, and Consultant's proposal submittal, which is attached to this Agreement and by this reference made a part of it as Exhibit C.

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 **one million twenty-four thousand, two hundred thirty-one dollars and 00/100's (\$1,024,231.00)** for the Services as described herein.

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.

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

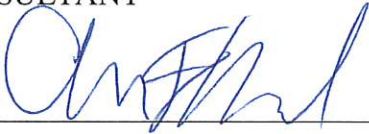
CITY CLERK

BY: _____
JOHN HOLIC, MAYOR

ATTEST:

CONSULTANT

Paula R Elder

BY: 

Paula R Elder
Signed by (typed or printed)

Christopher F. Kuzler, Managing Principal
Signed by (typed or printed)

Approved as to Form and Correctness

Kelly Fernandez, City Attorney

EXHIBIT A
PROJECT SCOPE OF SERVICES AND FEES

Exhibit A
SCOPE OF SERVICES AND FEES
Eastgate Utilities Relocation Phase 2

Background

The scope of services for this project is to provide design, permitting, bidding and construction management and observation services for the relocation of gravity wastewater collection services, gravity trunk lines, water services, and water mains, to the front side of properties within the road rights-of-way for Phase 2 of a three phase program in the Eastgate subdivision. The Phase 2 area is bounded on the west by US 41 Bypass, on the east and the north by Groveland Avenue, and the south by Gulf Coast Boulevard. The portion of the project located east of Home Park Rd will not include sewer relocations.

Specifically, the work elements to be included are:

1. ~4,950 LF of new 6-inch water main on Groveland Avenue between US-41 and Gulf Coast Boulevard and new service connections to lots on the south side of Groveland Avenue and to the existing meters on the north side of Groveland Avenue. The meters on the north side are already in the right-of-way, therefore work on private property should not be required.
2. ~3,200 LF of new 6-inch water main on Myrtle Avenue between US-41 and Groveland Avenue and new water service connections to the lots on both the north and south sides of Myrtle Avenue.
3. ~4,050 LF of new 6-inch water main on Pineland Avenue between US-41 and Groveland Avenue and new water service connections to the lots on both the north and south sides of Pineland Avenue.
4. ~4,550 LF of new 6-inch water main on Gulf Coast Boulevard between US-41 and Groveland Avenue and new water service connections to the lots on the north side of Gulf Coast Boulevard.
5. ~1,100 LF of new 6-inch water main on US-41 Bypass between Groveland Avenue and Gulf Coast Boulevard and new water service connections to the lots on the east side of and facing Venice Avenue, where appropriate.
6. New water services on the lots along and facing Live Oak Street between Gulf Coast Boulevard and Myrtle Avenue. The new water main and services to meter boxes will be installed as part of the Live Oak Street Stormwater Improvements project.
7. ~1,100 LF of new 8-inch water main on Country Club Way between Groveland Avenue and Gulf Coast Boulevard, with connection to the County interconnect and new water service connections to the lots on the east and west side of, and facing, Country Club Way.
8. ~1,100 LF of new 6-inch water main on School Street between Groveland Avenue and Gulf Coast Boulevard and new water service connections to the lots on the east and west side of, and facing, School Street.

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9. ~1,100 LF of new 6-inch water main on Home Park Road between Groveland Avenue and Gulf Coast Boulevard and new water service connections to the lots on the east and west side of, and facing, Home Park Road.
 10. ~630 LF of new 8-inch gravity sewer on Gulf Coast Boulevard between US-41 and the existing sanitary manhole at Live Oak Street, and new sanitary sewer laterals from the lots on the north side of Gulf Coast Boulevard.
 11. ~1,240 LF of new 8-inch gravity sewer on Gulf Coast Boulevard between Country Club Way and Home Park Road and new sanitary sewer laterals from the lots on the north side of Gulf Coast Boulevard.
 12. ~180 LF of new 8-inch gravity sewer on School Street from Gulf Coast Boulevard to the existing sanitary manhole one lot north.
 13. Abandonment of rear lot water mains, existing asbestos cement water mains in the right-of-way, and gravity sewers where new mains are constructed in the right-of-way.
 14. Abandonment of the two existing sections of 4-inch water main along US-41, between Groveland Avenue and Gulf coast Boulevard.

~735 LF of new 6-inch water main on Live Oak Street between Groveland Avenue and Myrtle Avenue is currently being installed under a separate project and will be connected to the new water mains and placed into service as part of this project. This will include new meters in the right-of-way to the lots on the east and west side of, and facing, Live Oak Street. New water service connections to the affected homes will be constructed and placed into service as part of this project.

The work described above is shown in attached Figure 1 and totals approximately 21,150 LF of new water main, 2,050 LF of new gravity sewers, seven (7) new sanitary manholes, 243 water service relocations on private lots and 26 combined water and sewer service relocations on private lots.

Scope of Services:

Task 1 – Design Project Management and Meetings

CONSULTANT will provide the following services, extending throughout the duration of the project:

- 1.1 Coordinate the activities and communications of the CONSULTANT's staff and subconsultants with those of the OWNER.
- 1.2 Develop and maintain the project design schedule.
- 1.3 Review and internally log and file project correspondence.
- 1.4 Meet with the OWNER at a kickoff meeting and up to three (3) additional times at the 50% and 100% design completion levels and at one other time during design. CONSULTANT will prepare meeting minutes following each meeting.
- 1.5 Initiate and execute a Quality Control process.

Task 2- Field Investigations

Task 2.1 - Survey

CONSULTANT will perform topographic survey services on Groveland Avenue, From US-41 to Gulf Coast Boulevard; Myrtle Avenue from US-41 to Groveland Avenue; Pineland Avenue from US-41 to Groveland Avenue; Gulf Coast Boulevard from US-41 to Groveland Avenue; US-41 from Groveland Avenue to Gulf Coast Boulevard; Country Club Way from Groveland Avenue to Gulf Coast Boulevard; School Street from Groveland Avenue to Gulf Coast Boulevard, and; Home Park Road from Groveland Avenue to Gulf Coast Boulevard. Surveys will extend from right-of-way line to right-of-way line along all roads except for US-41, which will be from the eastern edge of pavement to the right-of-way line. Existing survey data collected for the Live Oak Street Stormwater Improvements Project will be used for the design along Live Oak Street.

The survey along streets will record the following above ground features:

- Edge of pavement;
- Curbs, driveways and sidewalks;
- Power poles;
- Above ground utilities;
- Manhole rims, inverts and pipe sizes;
- Trees and their approximate trunk diameters and driplines.

The survey will be based on tied to State Plane Coordinates and the North American Vertical Datum of 1988 (NAVD 88), using the same reference monumentation as the Live Oak Street Stormwater Improvements Project. The survey effort does not include right-of-way surveys, however, readily available property corners along the fronts of the properties will be located for reference.

Task 2.2 - Field Visits

CONSULTANT will visit the site to evaluate potential new water main and sewer alignments prior to the survey effort. A second field visit will be made to supplement the information collected by survey.

Task 2.3 – Locate Existing Sewer Laterals

Working with a licensed septic system company, CONSULTANT will locate as closely as possible the existing sewer laterals on each of the 26 lots associated with the sewer relocations. After property owners are informed of the project as part of obtaining Property Owner Agreements under Task 3, the septic company will send a representative to each lot to locate the lateral. The lateral will be potholed to obtain a depth to the top of the pipe and the pipe size and material. The depth and location of the lateral will be written on a drawing and existing grade at the lateral pothole location will be surveyed under Task 2.2 in order to approximate the invert of the lateral.

Task 2.4 – Private Property Service Routes

CONSULTANT will visit each of the 269 properties where service relocations will take place to verify the existing meter and water service connection locations, select a location for the new meter, and select a route for the new water service and, if applicable, the new sewer lateral. Existing meter, proposed meter, water service connection locations, service/lateral routes and restoration items will be recorded with hand-held GPS equipment and uploaded to a GIS database. Lots with irrigation services will be identified using OWNER provided billing data. Proposed new meter locations and service/lateral routes will be coordinated with information provided with Property Owner Agreements obtained as part of Task 3.

Data collected on the private properties will be uploaded and stored in a GIS database, accessible via a custom enterprise application viewable on ArcGIS Online or a local network, allowing anyone with access to view the status and relevant information about a property by clicking on it on a live platform. Custom dashboards will be created in order to monitor the progress of the private property investigations and service relocations.

Task 2.5 - Geotechnical Investigation

Through the use of a subconsultant, CONSULTANT will obtain a total of fifty-two (52) hand auger borings and hand cone penetrometer tests to a depth of 10 feet along the proposed water main routes and at each manhole. Results of the geotechnical testing will be summarized in a signed and sealed geotechnical report outlining:

- Boring location plan;
- Borings logs with soil stratification based on visual soil classification;
- Encountered soil and bedrock conditions;
- Summarized laboratory data;
- Discussion of suitability of soils for use as backfill;
- Recommendations for subgrade preparation;
- Groundwater levels observed during drilling;
- Recommendations for horizontal directional drill construction;
- Geotechnical recommendations.

Task 2.6 – Subsurface Utility Engineering (SUE)

Through the use of a subconsultant, CONSULTANT will provide Level B SUE along the east side of US-41 Bypass, from Groveland Avenue to Gulfcoast Boulevard in order to designate the horizontal location of existing utilities. Level A SUE (test holes) will be conducted at 30 locations throughout the project area to confirm potential utility conflicts. Electromagnetic induction, ground penetrating radar and vacuum excavation will be used to help identify/expose utilities. Once the utility has been identified/exposed, the depth, diameter and material type will be obtained.

Task 3 – Design

Task 3.1 – Engineering Evaluations

CONSULTANT will perform the following evaluations as part of the design of the project:

3.1.1 –HDD calculations to determine the feasibility of HDD and/or the required drill depths or special requirements.

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- 3.1.2 – Determination of existing utilities along the proposed new water main and sewer alignments. CONSULTANT will call in a Florida One Call Design Ticket and send draft plans to the affected utilities to obtain the location of their existing facilities. This information will be combined with the visual observation of markings placed by utilities prior to the geotechnical field effort. Utilities will not be located in areas where it is proposed to only install new services from existing water mains. These utilities will be located by the Contractor as described below.
- 3.1.3 – CONSULTANT will calculate new sewer lateral invert depths based on minimum slope requirements in order to determine the required depths of the new sewers and/or to confirm that the sewer lateral from each lot can flow by gravity into the new sewer mains.
- 3.1.4 – CONSULTANT will coordinate data collected in the field with the OWNER's private property service spreadsheet and information provided by the Property Owner Agreement specialist. Coordination will be via the GIS application described above.

Task 3.2 - Drawings

CONSULTANT will develop design drawings for use in obtaining bids, permitting and constructing the project. Drawings sheets are anticipated to include:

- Cover
- Notes, Legend and Abbreviations
- General Notes
- Stormwater Pollution Prevention Plan
- New Service Lot Map
- Meter and Service Exchange Sheets (3)
- Overall Existing Water Main Abandonment and Tie-In Shutdown Plans (3)
- Overall Project Site Plan and Key Map
- Proposed New Water Main Plan – Groveland Avenue (14 panels)
- Proposed New Water Main Plan – Myrtle Avenue (9 panels)
- Proposed New Water Main Plan – Pineland Avenue (12 panels)
- Proposed New Water Main Plan – Gulf Coast Boulevard (6 panels)
- Proposed New Water and Sewer Plan and Profile – Gulf Coast Boulevard (6 sheets)
- Proposed New Water Main Plan – US-41 Bypass (3 panels)
- Proposed New Water Main Plan – Country Club Way (3 panels)
- Proposed New Water Main and Sewer Plan – School Street (3 panels)
- Proposed New Sewer Profile – School Street (1 panel)
- Proposed New Water Main Plan – Home Park Road (3 panels)
- Proposed New Services on Private Lots – Live Oak Street (2 Panels)
- US-41 Cross Sections (2 sheets)
- Special Crossings and Details, including applicable OWNER standard utility details (5 sheets)
- Maintenance of Traffic (US-41 Bypass and Sarasota County roads east of Home Park Road only)

Drawings will be developed in AutoCAD and will be similar in detail and approach and those developed for the Water Main Replacement Phase 6 project. Drawings will be half-size (11" x 17" sheets). Drawings will be at 1" = 30' scale, plan view only and will include abandonment

of the existing mains. Profiles will be provided for proposed new sewer lines. Property lines will be shown based on the Sarasota County Property Appraiser's maps and, as such, will be approximate. Aerials will be Google aerials.

Sheets will include the following information on private lots: existing meter(s) location, WSC location(s), new tap and meter location in the ROW, and the route and tie-in location for new water service(s) and sewer laterals (where applicable).

Task 3.3 Specifications

CONSULTANT will develop technical specifications (Divisions 1 and higher) for the project including a Bid Form. It is assumed that the Technical Specifications will be those developed for Phase 6 of the Water Main replacement Program with minor modifications and the addition of applicable sanitary sewer specifications. The OWNER will provide its standard Division 0 front end documents.

Task 3.4 Review Submittals

Drawings and specifications will be submitted for the OWNER's review at the 50% and 100% completions levels. The main purpose of the 50% submittal will be to agree on the water main and sewer alignments. A meeting with the OWNER will be held after each submittal to review the OWNER's comments. The scope includes one additional design review meeting to allow for discussion of design related issues.

CONSULTANT will also provide one (1) signed and sealed copy of the design documents, and PDF copies as applicable, for use by the OWNER for grant/State Revolving Fund requirements.

Task 3.5 Opinions of Probable Construction Cost

CONSULTANT will develop an opinion of probable construction cost for the project at the 50%, and 100% completion levels. The 50% opinion will be a Class 2 cost estimate and the 100% opinion will be a Class 1 cost estimate as defined by American Association of Cost Engineer's (AACE). The 100% opinion will be summarized in the same format as the Bid Form.

Task 4 – Permitting

Task 4.1 FDEP (Health Department) Permit

CONSULTANT will prepare an FDEP Notice of Intent to Use the General Permit for Construction of Water Main Extensions for PWSs for submittal to the Sarasota County Department of Health and will respond to questions necessary to obtain approval for the permit. Fees include the \$900 Permit processing fee.

Task 4.2 FDEP Domestic Wastewater Permit

CONSULTANT will prepare a FDEP Notification/Application For Constructing A Domestic Wastewater Collection/Transmission System. A \$500 application fee has been included in the overall fees.

Task 4.3 FDOT Utility Permit

CONSULTANT will prepare a FDOT Utility Permit application for the water main installation along US-41 Bypass. There is no application fee associated with this permit.

Task 4.4 Sarasota County Right-of-Way Permit

CONSULTANT will prepare a Sarasota County Right-of-Way Permit application for the new services to be east of Home Park Road and will respond to questions necessary to obtain approval for the permit. There is no application fee associated with this permit.

Task 5 – Bid Services

CONSULTANT will provide the following services during advertisement and bidding of the project by the OWNER:

- Prepare for, attend and conduct a Pre-Bid Conference to meet with prospective bidders and discuss the project.
- Provide written clarifications and prepare Addenda responding to questions raised at the prebid meeting and sent in by bidders.
- Review the bids, develop a Bid Tabulation spreadsheet, call the low bidder's references and submit a recommendation of award.

Task 6 – Construction Management

CONSULTANT will provide construction management and engineering services over an anticipated sixteen month (69 week) construction contract. Specific services will include:

- 6.1 Prepare for, attend and moderate a preconstruction meeting with the contractor, OWNER and affected utility representatives. CONSULTANT will prepare and agenda and meeting minutes.
- 6.2 Logging and reviewing the contractor's submittals. Fees assume a maximum total of twenty-five (25) shop drawings. Of the twenty-five, 15 will be resubmitted for a second review. The specifications will require that the Contractor pay for three or more reviews. It is assumed that the Contractor will submit Shop Drawings electronically. A preliminary list of anticipated submittals is provided in Table 1.
- 6.3 Reviewing the Contractor's initial schedule and monthly schedule updates.
- 6.4 Attendance at and moderation of up to twenty (20) construction progress meetings/site visits by CONSULTANT's Project Manager and/or Project Engineer. CONSULTANT will prepare and distribute an agenda and minutes.
- 6.5 Providing site visits by CONSULTANT's Project Engineer to observe the progress of the work, address questions raised during construction and observe pressure testing. A total of 40 hours is budgeted for this effort.
- 6.6 Responding to the Contractor's Requests for Information (RFIs). For the purposes of this Work Order, a total of 12 RFIs is assumed.

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- 6.7 Assisting the OWNER with preparing and issuing up to five (5) Interim Field Change Agreements (IFCAs) and with reviewing the resulting proposals and negotiating and preparing one (1) Change Order.
 - 6.8 Reviewing and approving the Contractor's Pay Applications (20).
 - 6.9 Reviewing and logging compaction and materials test reports.
 - 6.10 Preparing AutoCAD Record Drawings for the newly constructed water mains and sewers based on red-lined As-Built drawing markups and survey files provided by the Contractor. Record Drawings will not include lines on private property.
 - 6.11 Developing ESRI GIS data files for the constructed project in accordance with Section 7 of the City of Venice Standard Details, General Notes and Testing Requirements Updated January 2017 and based on data provided by the Contractor.
 - 6.12 Reviewing of up to nine (9) sets of pressure test and disinfection test results and preparing and submitting seven (7) certification packages to the Department of Health;
 - 6.13 Performing a Substantial Completion walkthrough and developing a punchlist;
 - 6.14 Providing general Program Management during construction including:
 - o Maintaining routine contact and discussing construction progress and project developments with the OWNER's inspector;
 - o Reviewing the Field Representative's Daily Reports;
 - o Miscellaneous phone calls and emails and coordination with the OWNER's Project Manager and other OWNER staff, including assisting the OWNER's Project Manager with miscellaneous minor project related questions and general consultation with respect to the Contractor's contractual obligations;
 - o Miscellaneous phone calls and emails with the Contractor's staff required to respond to minor questions not requiring formal RFIs;
 - o Document control including maintaining files of correspondence, meeting minutes, Contract Documents, Change Orders, Field Orders, RFIs, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, progress reports, Shop Drawing and Sample submittals, regulatory correspondence and other Project-related documents.

Task 7 – Construction Observation

In order to satisfy FDEP/Health Department certification requirements, CONSULTANT will provide up to an average of 20 hours per week of construction observation services over an assumed 14 month (61 week) active field construction period (total of 1,220 hours) to observe that the work is proceeding in general conformance with the Contract Documents.

Task 8 – State Revolving Fund Loan Compliance Services

CONSULTANT will provide the following services during construction to assist the City with monitoring compliance with the project's State Revolving Fund Loan:

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- 8.1 Contractor Certification of Compliance: The Prime Contractor will be required to provide a subcontractor list and an updated list as new subcontractors are added throughout the project. The Prime Contractor and all identified subcontractors will be required to sign and submit a signed Appendix A - Certification of Compliance. The CONSULTANT will prepare appropriate documentation and respond to questions. The CONSULTANT will submit documentation to the City for inclusion in the SRF Files.
- 8.2 Debarment and Suspension: Per Article 11 of the FDEP SRF Loan Supplementary Conditions (FDEP-SC), the Prime Contractor and all identified subcontractors will be verified as eligible to participate in federally funded projects. The CONSULTANT will prepare the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for City signature with appropriate backup documentation and respond to questions. The City will provide a signed copy of the Certification. The CONSULTANT will submit the Certification to FDEP.
- 8.3 EEO Compliance: The CONSULTANT will periodically request appropriate documentation to verify Contractor EEO Compliance in accordance with Article 12 of the FDEP-SC. The CONSULTANT will prepare appropriate documentation and respond to questions. The CONSULTANT will submit documentation to the City for inclusion in the SRF Files.
- 8.4 E-Verify: The Prime Contractor and all identified subcontractors will be verified as participants in the E-Verify System in accordance with Article 13 of the FDEP-SC. The CONSULTANT will prepare appropriate documentation and respond to questions. The CONSULTANT will submit documentation to the City for inclusion in the SRF Files.
- 8.5 MBE/WBE:
- a. MBE/WBE Good Faith Efforts - The Contractor will respond to requests for documentation from CONSULTANT to verify the required Good Faith Efforts were conducted. The CONSULTANT will prepare the Certification of Minority and Women's Business Enterprise Participation for Contractor signature and respond to questions. The City will provide a signed copy of the Certification. The CONSULTANT will submit the Certification to FDEP.
 - b. MBE/WBE Certification - The CONSULTANT will prepare the Certification of Minority and Women's Business Enterprise Participation for City signature with appropriate backup documentation and respond to questions. The City will provide a signed copy of the Certification. The CONSULTANT will submit the Certification to FDEP.
 - c. MBE/WBE Monitoring - The CONSULTANT will provide a form to be completed by the contractor and submitted with each pay estimate. The information submitted by the contractor will be used to prepare the Minority/Women's Business Enterprises (MBE/WBE) Utilization Report. This report will be submitted to the City during construction.
- 8.6 Davis Bacon Contractor Readiness (Article 15 of the FDEP-SC):
- a. Compliance Readiness - The CONSULTANT will review the Prime Contractor's and known subcontractor's current Davis Bacon practices to

determine compliance with the funding program requirements. The Prime Contractor will be responsible for providing access to any Davis Bacon related files and a contact person to make inquiries to/discuss concerns throughout the project.

- b. Additional Wage Classifications – The CONSULTANT will assist the Prime Contractor in determining if additional wage classifications are required and if so, the CONSULTANT will review/comment on the Contractor's DOL documentation prior to submission to the Department of Labor. CONSULTANT will provide recommendations regarding the best possible chance of approval. The Contractor and its subcontractors are ultimately responsible to properly complete and submit the full information as indicated by CONSULTANT to maximize the chances of approval.
- c. Provide Required Signage – The CONSULTANT will provide digital or physical copies of required signage with directions for posting the signs. The contractor is responsible for the production and display of the signs.
- d. Initial Assistance – The CONSULTANT will provide current Davis Bacon information as necessary to support the project. The CONSULTANT will review procurement documents for compliance with Davis Bacon Requirements.
- e. Requests for Information – The CONSULTANT will research and respond to questions regarding Davis Bacon requirements.
- f. Pre-Construction Meeting – The CONSULTANT will attend the Pre-Construction Meeting held for the project. The CONSULTANT will present the Davis Bacon Requirements as part of the agenda. The CONSULTANT will assist the City in providing written responses to questions from Contractors relating to the Davis Bacon Requirements as necessary.

8.7 Davis Bacon Monitoring

- a. Compliance Monitoring – The CONSULTANT will provide monitoring of Federal Labor Standards requirements, including labor interviews, jobsite board inspections and verification of information reported by the contractors and subcontractors during construction.
- b. Certified Payroll(s) – The CONSULTANT will review and verify certified payrolls as submitted by the contractors and subcontractors. The CONSULTANT will prepare detailed exception reports as required.
- c. Progress/Program Compliance Meeting(s) – The CONSULTANT will prepare for and attend periodic Compliance meetings as necessary. It is assumed that any meetings will be held via conference call whenever practical.
- d. Coordination – The CONSULTANT will monitor all applicable Davis Bacon regulations. The CONSULTANT will assist the contractors with conformance of additional wage rates as required for the program.

8.8 American Iron and Steel (AIS) Readiness and Compliance (Article 16 of the FDEP-SC):

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- a. Setup and Research – The CONSULTANT will determine a Materials List identifying items that require compliance with the American Iron and Steel (AIS) provisions of the contract.
 - b. Contractor Compliance Preparation – The CONSULTANT will review the contractor and subcontractor current materials acquisition processes to determine compliance with the funding program and funding agreement requirements. The CONSULTANT will suggest methods to ensure compliance with the program requirements.
 - c. American Iron and Steel Compliance – The CONSULTANT will provide monitoring of the project for compliance with the American Iron and Steel requirements. The Contractor must provide all required certifications, invoices and any other documentation requested related to compliance with AIS requirements. The CONSULTANT will track and organize the required documentation to ensure compliance with program requirements.
- 8.9 Agency Site Visits (FDEP/Others): The CONSULTANT will prepare for and attend agency monitoring visits related to SRF Compliance. The CONSULTANT will provide responses to SRF Compliance related agency questions.

Task 9- Property Owner Agreements

CONSULTANT will hire a specialist to work with and obtain signed agreements from up to 269 private property owners consisting of 243 water service relocations and 26 combined water and sewer service relocations. The specific tasks to be performed are:

- 9.1 Conduct a site review of project limits and note property specifics that could affect contact of existing owner and/or installation of relocated water and/or sewer lines.
- 9.2 Update existing Water Service Meter Relocation Agreement and Water Service Meter and Sanitary Sewer Lateral Relocation Agreement, Resident Notification and Thank you letters with City Staff; finalize Agreements and letters with revisions, if applicable.
- 9.3 Print Property Appraiser (PA) information sheet for owner file and verify ownership on Clerk of Court website - print deed or ownership conveyance document for owner file.
- 9.4 Review City Meter Location list for each property and/or confirm or obtain from City Staff; note existing water meter location and irrigation meter and back flow preventer information as available / applicable.
- 9.5 Research contact information for each property owner, call or email owner, advise of project and if by telephone, discuss specifics of existing water and/or sewer water shut off (WSC), water meter and sewer clean-out (CO)/connection if applicable and offer method to receive Notification Letter, Agreement and aerial or plan sheet copy: on site meeting, meeting at City Hall, e-mail or US Mail.
- 9.6 Prepare notification letter, Agreement for either water or water and sewer relocation and aerial or plan sheet of property and either meet on site, e-mail or US Mail.
- 9.7 If on-site meeting, confirm location of WSC and CO, water meter and sewer connection, owner preference for install route for new water and sewer line(s) on

private property (sewer as applicable); Note items related to install including but not limited to existing gates, fencing, landscaping, above/below ground services in use or abandoned; Document owner comments and concerns related to install, if any; confirm contact information for project installation and dates local if seasonal resident.

- 9.8 Prepare database of owners, by street.
- 9.9 Attempt minimum of one in person visit to property owner home to hand deliver project information for owners with no available contact information. If unable to contact owner by site visit or phone, US Mail project information. Letters sent by US Mail will include return envelope addressed to CONSULTANT Right of Way Specialist.
- 9.10 Respond to property owner calls and e-mails; additional site review of home owner property if requested and/or site review as requested for property owners who received information by e-mail or US Mail.
- 9.11 Follow-up as required with property owner by phone, e-mail or site visit.
- 9.12 Coordinate witnessing of Agreements with owner by referring to City Clerk or Warfield Avenue staff. Witness Agreements as requested by property owner if no other witness available.
- 9.13 Update database to identify property owners who executed original Agreements with contact information and comments related to installation.
- 9.14 Prepare thank you letters from City Manager for property owners who executed Agreements who prefer US Mail (versus e-mail); deliver executed Agreements with thank you letters approximately every 30 days to City Utilities Director for delivery to City Manager and City Clerk for their signatures.
- 9.15 Upon notification, pick up executed Agreements and thank you letters from City Clerk's office.
- 9.16 Copy fully executed Agreements and US Mail with thank you letter or scan Agreement and e-mail thank you letter and Agreement to property owners.
- 9.17 Follow-up and determine additional methods to contact non-responsive owners, send "second request" letter from City to Owners who are non-responsive.
- 9.18 Identify owners, if any, and discuss with CONSULTANT Engineer recommendation for "third request" letter, sent certified mail, advising of owner responsibility to pay to connect to services if Agreement not received.
- 9.19 Prepare binders of individual property owner file information by street with individual spreadsheets from property owner database. Property owner file information includes, but is not limited to, copy of executed agreement, property appraiser and deed or conveyance document, owner correspondence, aerials and plan sheets.
- 9.20 Depending on number of months since inception of acquisition phase and turnover of binders, update database to identify properties sold, if any, with property appraiser and deed or method of conveyance. New Owner contact information is not part of this scope.

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- 9.21 Deliver project binders to City Utilities Warfield office upon completion of Acquisition of Agreements phase.
- 9.22 Respond to questions during and after acquisition of Agreement phase is complete, and during/after construction based on funds remaining in budget.

Task 10 - Public Outreach

Through a subconsultant, CONSULTANT will conduct, with appropriate coordination with City staff, a public outreach process to inform and address the concerns and issues of those with a stake in the project. The public outreach program will consist of the following elements:

- Key Messages – Develop 5-7 key messages that will be used throughout the project. These key messages will be utilized for all communication pieces, and will cover the major points that we want to address with the primary stakeholders.
- Public meeting – A public meeting will be held at a time deemed appropriate by the City to educate residents on the project. The meeting will be held at a location near to the Eastgate neighborhood. This will include:
 - Identifying details of the meeting – date, time, location;
 - Develop a separate letter to residents providing details of the public meeting. Mail letters no later than one week prior to actual meeting and obtain a “Certificate of Mailing” from the post office;
 - Develop display boards, a PowerPoint presentation, handouts (FAQ sheet, Comment Form, Sign-In Sheet) and directional signage;
 - Attend and moderate the meeting.
- Resident Communications – Based on feedback obtained at the public meeting, create a public outreach plan potentially including the following communication tools: e-newsletters, door hangers, social media, project website/provide information to City website.

Deliverables

- Three (3) signed and sealed copies of the final Geotechnical Report.
- Four (4) half-size color drawing sets, technical specifications and an Opinion of Probable Construction cost at the 50% completion level. The submittal will also be provided in PDF format by email or FTP site.
- Four (4) half-size color drawing sets, technical specifications and an Opinion of Probable Construction cost at the 100% completion level. The submittal will also be provided in PDF format by email or FTP site.
- Four (4) half-size signed and sealed color copies of the Bid Document drawings along with a CD containing the drawings in PDF and AutoCAD format, the technical specifications in PDF format, the final Engineer’s Opinion of Probable Construction Cost in PDF format and the Bid Form in Word format.
- One hardcopy of all permit application packages and RAI submittals.

Compensation

The proposal fee for the above scope of work will be charged as a Lump Sum and will be invoiced monthly based on percentage completion of each task. The following table shows the fee by task.

This Work Assignment includes an Owner's Allowance of \$25,000 for unforeseen tasks required to complete the project, which will be used only with the written approval of the OWNER. A scope description and fee breakdown will be provided to the OWNER for any proposed use of the Owner's Allowance.

Fee Proposal			
Task	Description	Basis	Fee
1	Project Management & Meetings	LS	\$18,089
2	Field Investigations	LS	\$180,477
3	Design	LS	\$243,844
4	Permitting	LS	\$8,527
5	Bid Services	LS	\$6,034
6	Construction Management Services	LS	\$152,053
7	Construction Observation	TM	\$139,980
8	SRF Loan Compliance Monitoring	TM	\$74,946
9	Property Owner Agreements	TM	\$150,465
10	Public Outreach	TM	\$24,816
	Owner's Allowance		\$25,000
	Total		\$1,024,231

Time of Completion

The project schedule is outlined below. The schedule provides time from start to completion of each task in calendar days from notice to proceed. The notice to proceed will be effective the date this Work Assignment is approved by the OWNER.

Project Schedule (Calendar Days from Date of Work Assignment)			
Task	Description	Start	Complete
1	Design Project Management	0	270
2	Field Investigations	0	60
3	Design	0	270
4	Permitting	150	270
5	Bidding Services	300	395
6	Construction Phase Services	425	905
7	Construction Observation Services	425	905
8	SRF Loan Compliance Monitoring Services	425	905
9	Property Owner Agreements	75	300
10	Public Outreach	Duration of Project	

Assumptions

- Documents will be developed based on the Contractor hiring a licensed plumber for the water service and sewer lateral work on private property.
- The OWNER will distribute the Bid Documents and Addenda and will prepare and execute final Agreements, Contract Documents and insurance/bonding documentation with the selected low bidder.
- The Contractor will be responsible for obtaining all Building Department permits and inspections.

Table 1

Preliminary List of Contractor's Submittals

1	Emergency Contacts and Misc.
2	Hurricane Preparedness Plan
3	Construction Phasing Plan
4	Schedule of Values
5	Pre-Construction Video
6	Maintenance of Traffic
7	Project Signs
8	Horizontal Direction Drilling Plan
9	Dewatering Plan
10	Erosion Control
11	Flowable Fill
12	Asphalt Restoration Materials
13	Concrete
14	PVC Pipe and Fittings
15	HDPE Pipe
16	Water Services
17	Valves and Appurtenances
18	Tapping Sleeves
19	Hydrants
20	Meter Assemblies
21	Gravity Sewer Pipe
22	Gravity Sewer Manholes
23	Gravity Sewer Appurtenances
24	Sod



Eastgate, Phase 2

Legend

Eastgate_PAO Service

- Proposed Water Main
- Proposed Gravity Sewer
- Existing Manhole
- Manhole to be Abandoned
- Both Water & Sewer Agmt
- Gravity Main to be Abandoned
- NO Agreement
- Existing Gravity Main
- Water Only Agreement
- Water Main to be Abandoned

Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, IUPS, IIRCAI, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, NET, Esri China (Mainland), Swisstopo, © OpenStreetMap contributors, and the GIS User Community

EXHIBIT B

INSURANCE REQUIREMENTS

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.
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- 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

Consultant's Proposal

ARDURRA GROUP, INC.
CITY OF VENICE EASTGATE UTILITIES RELOCATIONS PHASE 2
FEE SCHEDULE

Task	Principal \$285.00	Rate, \$/Hr	Labor Hours						Budget			Task Total			
			Project Manager 10 \$197.00	Engineer 7 Surveyor 4 \$143.00	Engineer 1 \$97.00	Designer 4 \$104.00	Survey Crew 3 Man \$164.00	Field Coord. 5 \$109.00	Tech Support 3 \$31.00	Total Hours	Labor		Subs	Expenses	Subtotal
Design/Project Management and Meetings															
1.1			30											\$5,910	\$18,089
1.2			4											\$1,112	
1.3														\$972	
1.4			4	6										\$1,646	
1.5			8	15	3									\$4,209	
1.6														\$4,240	
Field Investigations															
2.1															\$180,477
2.1				36	90		180	426						\$102,462	
2.2					24		24							\$50	
2.3							4						\$4,550	\$3,978	
2.4					24		240							\$26,962	
2.5			2										\$22,500	\$22,894	
2.6			1	2	2								\$4,340	\$4,823	
2.6			2	2			8						\$10,908	\$12,420	
3															\$243,844
Engineering Evaluations															
3.1.1			2	24										\$3,826	
3.1.2					36		24							\$6,960	
3.1.3			1				12							\$1,361	
3.1.4			4	52	80									\$15,984	
Drawings															
3.2															
				1	2		2							\$545	
					1		1							\$201	
					8		8							\$1,608	
				16	16		4							\$4,256	
			6	24			24							\$7,110	
				1			4							\$559	
			32	32	60		1062							\$127,148	
			24	32	80		68							\$24,136	
			4	8	16		60							\$9,724	
			1	6	6		16							\$2,443	
			1		4		24							\$3,081	
			1				16							\$3,202	
			0.5	1			1							\$346	
			1	16			32							\$5,813	
			4	18	24									\$5,404	
Technical Specifications and Bid Form															
3.3															
3.4															

ARDURRA GROUP, INC.

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