

RESOLUTION 126 – 25

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF CAPE CORAL, FLORIDA, AWARDED REQUEST FOR PROPOSAL NO. RUT2391KR FOR THE PROFESSIONAL ENGINEERING AND DESIGN SERVICES OF THE NORTH-SOUTH TRANSFER PUMP STATION REHABILITATION PROJECT TO AECOM TECHNICAL SERVICES, INC.; APPROVING CONTRACT NO. RUT2391KR BETWEEN THE CITY OF CAPE CORAL, FLORIDA AND AECOM TECHNICAL SERVICES, INC. TO PROVIDE PROFESSIONAL ENGINEERING AND DESIGN SERVICES FOR THE NORTH-SOUTH TRANSFER PUMP STATION REHABILITATION PROJECT FOR AN AMOUNT NOT TO EXCEED \$1,076,301; AUTHORIZING THE CITY MANAGER OR THEIR DESIGNEE TO EXECUTE THE CONTRACT AND PURCHASE ORDERS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City's Utilities Department operates the North-South Transfer Pump Station ("Pump Station") located at 429 NE 5th Avenue; and

WHEREAS, the Pump Station pumps surface water from the City's freshwater canals located north of Pine Island Road to the freshwater canal system south of Pine Island Road, making it a key component to the City's irrigation water supply system; and

WHEREAS, the Pump Station is comprised of two independent pumping systems, the first pumping system was built in 1990 which utilizes a gravity-fed 36-inch reinforced concrete pipe for water conveyance, which was designed for low pressure water flow, and the second pump system was built in 2002 which utilizes a 30-inch ductile iron pipe for water conveyance; and

WHEREAS, the Pump Stations require retrofit and rehabilitation in order to accommodate higher flow demands, which will increase the reliability, efficiency, capacity and operational control of the pumps; and

WHEREAS, the City issued Request for Proposal No. RUT2391KR on September 12, 2023, for professional engineering and design services for the North-South Transfer Pump Station; and

WHEREAS, the Selection Advisory Committee ranked AECOM Technical Services, Inc. as the No. 1 firm and the City Manager approved entering into contract negotiations with AECOM Technical Services, Inc.; and

WHEREAS, the City placed the project on hold in December of 2023, and re-started the project in the spring of 2024, City staff determined it would be in the best interest of the City to restart negotiations with AECOM Technical Services, Inc. as the No. 1 ranked firm; and

WHEREAS, the City Manager recommends that the Mayor and City Council award Request for Proposal No. RUT2391KR for the professional engineering and design services for the North-South Transfer Pump Station Rehabilitation Project to AECOM Technical Services, Inc., and approves Contract No. RUT2391KR between the City and AECOM Technical Services, Inc. for professional engineering and design services of the North-South Transfer Pump Station Rehabilitation project, for an amount not to exceed \$1,076,301.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF CAPE CORAL, FLORIDA, AS FOLLOWS:

Section 1. The Mayor and City Council hereby award Request for Proposal No. RUT2391KR for the professional engineering and design services of the North-South Transfer Pump Station Rehabilitation Project to AECOM Technical Services, Inc.

Section 2. The Mayor and City Council hereby approve Contract No. RUT2391KR between the City and AECOM Technical Services, Inc. for professional engineering and design services of the North-South Transfer Pump Station Rehabilitation project, for an amount not to exceed \$1,076,301. A copy of the Contract is attached hereto as Exhibit 1.

Section 3. The Mayor and City Council hereby authorize the City Manager or their designee to execute the Contract and purchase order(s).

Section 4. This Resolution shall take effect immediately upon its adoption.

ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CAPE CORAL,
FLORIDA, AT THEIR REGULAR SESSION THIS _____ DAY OF _____, 2025.

JOHN GUNTER, MAYOR

VOTE OF MAYOR AND COUNCILMEMBERS:

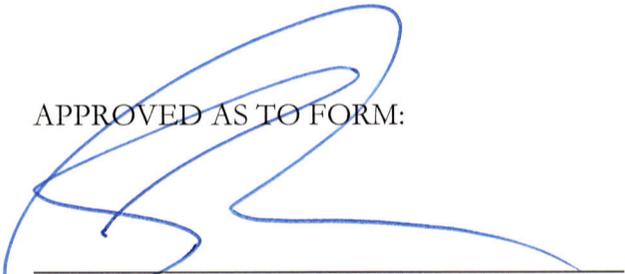
GUNTER _____
STEINKE _____
LEHMANN _____
DONNELL _____

LA STRA _____
KILRAINE _____
LONG _____
KADUK _____

ATTESTED TO AND FILED IN MY OFFICE THIS _____ DAY OF _____,
2025.

KIMBERLY BRUNS
CITY CLERK

APPROVED AS TO FORM:



ALEKSANDR BOKSNER
CITY ATTORNEY
res/RFP – AECOM



EXHIBIT 1
CITY OF CAPE CORAL

PROFESSIONAL SERVICES
AGREEMENT

for

NORTH-SOUTH TRANSFER PUMP STATION

CON-RUT2391KR



[Table of Contents](#)

ARTICLE 1 - RECITALS	4
ARTICLE 2 - DEFINITIONS.....	4
ARTICLE 3 - SCOPE OF PROFESSIONAL SERVICES	5
ARTICLE 4 - CONTRACT M O D I F I C A T I O N S	6
ARTICLE 5 - ADDITIONAL PROFESSIONAL SERVICES	6
ARTICLE 6 - TIME F O R P E R F O R M A N C E	6
ARTICLE 7 - QUALITY CONTROL.....	7
ARTICLE 8 - CONSULTANT’S PERSONNEL.....	7
ARTICLE 9 - SUBCONSULTANTS AND SUBCONTRACTORS.....	8
ARTICLE 10 - COOPERATION WITH PROJECT P A R T I C I P A N T S	9
ARTICLE 11 - COMPENSATION	9
ARTICLE 12 - INSURANCE.....	11
ARTICLE 13 - INDEMNIFICATION.....	13
ARTICLE 14 - DRAFTING FORMATS AND STANDARDS	14
ARTICLE 15 - COPYRIGHTS AND LICENSES	14
ARTICLE 16 - PERMITS	14
ARTICLE 17 - CITY’S RESPONSIBILITIES	14
ARTICLE 18 - CONSULTANT’S REPRESENTATIONS.....	15
ARTICLE 19 - ACCURACY, T E C H N I C A L S U F F I C I E N C Y O F S E R V I C E S	15
ARTICLE 20 - TERMINATION OR SUSPENSION O F A G R E E M E N T	16
ARTICLE 21 - SPECIAL PROVISIONS.....	16
ARTICLE 22 - CONSULTANT’S R E C O R D S	19
ARTICLE 23 - RIGHT OF AUDIT EXAMINATION OF RECORDS	20
ARTICLE 24 - CLAIMS AND DISPUTES.....	22
ARTICLE 25 - ANNUAL APPROPRIATION CONTINGENCY	23
ARTICLE 26 - DAMAGE TO PROPERTY	23
ARTICLE 27 - SAFETY AND OSHA COMPLIANCE.....	23
ARTICLE 28 - EQUAL EMPLOYMENT OPPORTUNITY	23
ARTICLE 29 - PROPRIETARY INFORMATION	23
ARTICLE 30 - COMPLIANCE WITH IMMIGRATION LAWS.....	24
ARTICLE 31 - COMPLIANCE SCRUTINIZED COMPANIES.....	24
ARTICLE 32 – IMMIGRATION AFFIDAVIT AND E-VERIFY VALIDATION.....	24
ARTICLE 33 – PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING.....	25
ARTICLE 34 - OBSERVANCE OF LAWS, RULES, REGULATIONS, CODES AND ORDINANCES	25
ARTICLE 35 - MISCELLANEOUS.....	25
ARTICLE 36 - PUBLICITY.....	27
ARTICLE 37 – HUMAN TRAFFICKING.....	27

INDEX OF EXHIBITS

Exhibit “A”	Consultant’s Scope of Professional Services
Exhibit “B”	Schedule of Values
Exhibit “C”	Consultant’s Work Schedule
Exhibit “D”	Personnel Hourly Rates
Exhibit “E”	Reimbursable Expenses
Exhibit “F”	Project Map
Exhibit “G”	Total Project Cost (NTE)
Exhibit “H”	Title Classifications
Exhibit “I”	Truth-in-Negotiations
Exhibit “J”	Business Ethics Requirements

PROFESSIONAL
SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 20__, by and between the City of Cape Coral, Florida, a municipal corporation of the State of Florida, hereinafter referred to as the “City” and “AECOM TECHNICAL SERVICES, INC.” a (state) incorporated company, hereinafter referred to as “Consultant” or “Engineer”.

WITNESSETH:

WHEREAS, the City is a municipality providing to its citizens a comprehensive range of municipal services including general government, public safety, community development, public works, planning, utilities, and parks and recreation; and

WHEREAS, the City desires to contract with the Consultant to provide Professional Engineering and Construction Engineering Services for the North-South Transfer Pump Station Rehabilitation Project ; and

WHEREAS, the Consultant hereby certifies that it has been granted and possesses valid, current licenses to do business in the State of Florida, Lee County, Florida and the City of Cape Coral, issued by the respective agencies responsible for regulating and licensing the professional services to be provided and performed by the Consultant pursuant to this Agreement; and

WHEREAS, Consultant has reviewed the professional services required pursuant to this Agreement and is qualified, willing and able to provide and perform all such services in accordance with the provisions, conditions and terms hereinafter set forth; and

WHEREAS, the selection and engagement of the Consultant has been made by the City in accordance with the provisions of the Consultant’s Competitive Negotiation Act, Section 287.055, Florida Statutes, and in accordance with the provisions of all City procurement standards.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Consultant, intending to be legally bound, covenant and agree as follows:

ARTICLE 1 - RECITALS

The recitals set forth above are true and correct and are incorporated herein by reference.

ARTICLE 2 - DEFINITIONS

- 2.1 City: The term “City” shall mean the City of Cape Coral
- 2.2 Consultant: The term “Consultant” shall mean prime consultant “AECOM TECHNICAL SERVICES, INC.”, with professional design services for this project being performed by personnel located at 4415 Metro Parkway, Suite 404, Fort Myers, FL 33916.

- 2.3 Contract Documents: The term “Contract Documents” shall mean this Agreement, the City’s Request for Proposals for the Project (“RFP-RUT2391KR”), the Consultant’s responses and submissions to the RFP, the City’s General Terms and Conditions dated 01/13/2025 and all drawings and specifications prepared and/or adopted by Consultant and its sub-consultants. Any special conditions, together with all written amendments, change orders, addendums, attached exhibits and signed forms will become a part of this agreement and are incorporated herein.
- 2.4 Work: The term “Work” shall mean everything expressly or implicitly required to be furnished or performed for the design of a fully, constructible, operational and functioning Project, including but not limited to, that work described in Exhibit “A” - “Consultant’s Scope of Professional Services” as attached hereto.
- 2.5 Construction: The term “Construction” shall mean everything expressly or implicitly required to construct a fully operational and functioning Project.
- 2.6 Legal Entity is the legal name of submitting firm that will be utilized when creating an agreement with the awarded firm. The legal entity must be an active registered firm registered in the State of Florida with the Division of Corporations <https://dos.myflorida.com/sunbiz>.
- 2.7 Project: The term “Project” shall mean the Professional Engineering and Construciton Engineering Services for the North-South Transfer Pump Station Rehabilitation Project .
- 2.8 Project Area: The term “Project Area” shall mean the established geographical boundaries within the City of Cape Coral, or other areas, that will be defined by “City and/or City’s Project Manager”, see Exhibit “F” – “Project Map”.
- 2.9 Substantial Completion: Completion of the Services outlined in the Scope of Professional Services with completion and readiness for final payment, as set forth in this Agreement, as per Scope of Services and per the timelines as outlined in Exhibit “C” – “Consultant’s Work Schedule”.
- 2.10 Final Completion of Design: Acceptance of Work in accordance with this Agreement and designated City Project Manager, with any necessary corrections completed, so that the Professional Services can be utilized for the purposes for which it is intended.
- 2.11 Contract Duration: The time for this agreement will be “910” calendar days for final completion that includes 365 calendar days for design services and 545 calendar days for project management, permitting, bidding assistance & City Council meetings, construction phase services and public outreach which shall be completed as required in Exhibit “C” – “Consultant’s Work Schedule”.

ARTICLE 3 - SCOPE OF PROFESSIONAL SERVICES

Consultant hereby agrees to provide and perform the professional services required and necessary to complete the services and Work as set forth in Exhibit “A”, entitled “Consultant’s Scope of Professional Services” as indicated in said exhibit which is attached hereto and made a part of this Agreement (“Professional Services”). Consultant shall be responsible for providing and performing all services, work, equipment, material, personnel, supplies, facilities, transportation and administrative support that are necessary and required to complete all of the tasks and work set forth in the “Consultant’s Scope of Professional Services” as attached hereto as Exhibit “A”. The purpose of the Scope of Work for the Professional Engineering and Construciton Engineering Services for the North-South Transfer Pump Station Rehabilitation Project .

ARTICLE 4 - CONTRACT MODIFICATIONS

The City reserves the right to make any contract modifications it so desires, including but not limited to the deletion or removal of specific tasks or activities from the scope of the Work to be performed hereunder. All contract modifications shall be performed in accordance with the terms and conditions of this Agreement. No extra Work shall be performed unless ordered in writing by the City prior to the installation of such Work and upon the terms agreed to in advance by the City.

ARTICLE 5 - ADDITIONAL PROFESSIONAL SERVICES

The City may, without invalidating this Agreement, require that Consultant perform professional services (“Additional Professional Services”) in addition to those identified as Professional Services in this Agreement. If the Consultant believes a professional service to be beyond those included in the Professional Services, Consultant shall notify the City in writing, and obtain the City’s written authorization to proceed with such service as an Additional Professional Service for such service to be considered an Additional Professional Service. These Additional Professional Services shall be provided by the Consultant if directed and authorized in advance, in writing, by the City and if Consultant is reasonably qualified to provide the services. Additional Professional Services shall be performed under and governed by the terms and provisions of this Agreement. The City shall pay Consultant for all Additional Professional Services directed and authorized in writing and in advance by the City, except that the City shall not be obligated to pay for any such Additional Professional Services or any other services which result from or are caused by Consultant’s breach of its obligations under this Agreement.

Furthermore, and notwithstanding the foregoing and the City’s right to require performance of Additional Professional Services under this Agreement, the City may desire to enter into subsequent agreement(s) with Consultant for Consultant to provide further construction bidding services and inspection services. In such event, the City and Consultant will negotiate and endeavor to enter into subsequent agreement(s) for the furnishing of such further services.

ARTICLE 6 - TIME FOR PERFORMANCE

- 6.1 Following the execution of this Agreement by both parties and after Consultant has complied with the insurance requirements set forth herein, the City shall issue to Consultant a written notice to proceed. Following the issuance of such a written notice to proceed, Consultant shall commence Work within fourteen (14) calendar days and shall carry on all services and work in a timely and diligent manner to substantial completion within (910) calendar days that includes 365 calendar days for design services and 545 calendar days for project management, permitting, bidding assistance & City Council meetings, construction phase services and public outreach, which shall be completed as required in Exhibit “C” – “Consultant’s Work Schedule”.
- 6.2 Should Consultant be obstructed or delayed in the prosecution or completion of its obligations under this Agreement as a result of causes beyond the control of Consultant, or its subconsultants and/or subcontractors and not due to their fault or neglect, Consultant shall notify the City, in writing, within five (5) calendar days after the commencement of such delay stating the cause(s) thereof and requesting an extension of Consultant’s time of performance. Upon receipt of Consultant’s request for an extension of time, the City shall grant the extension if the City, in its sole discretion, determines that the delay(s) encountered by Consultant or its sub consultant(s) and/or subcontractor(s), is due to unforeseen causes and not attributable to their fault or neglect.
- 6.3 Consultant shall be required as a condition of this Agreement to prepare and submit to the City, Consultant’s Work schedule. The Consultant’s Work schedule shall set forth in an understandable

fashion the schedule for all the various phases and/or tasks required to perform and complete all the services set forth or described in Exhibit “C” – “Consultant’s Work Schedule”. The Consultant’s Work schedule of planned and actual Work progress shall be updated and submitted by Consultant to the City no later than the tenth day of each month, commencing with the issuance of the notice to proceed.

- 6.4 Consultant’s services shall be performed as expeditiously as is consistent with professional skill and care in the orderly progress of the Project. Consultant represents to the City that it shall deliver its services in accordance with the Consultant’s Schedule of Work established for the Project which is attached hereto as Exhibit “C” - “Consultant’s Work Schedule” and shall appropriately adjust the delivery of its services if necessary and approved by the City, as the Project proceeds. Consultant acknowledges that time is of the essence with respect to the delivery of its services hereunder and that the time limits set forth in the City’s schedule shall not, except for a written determination by the City that reasonable cause exists for the schedule to be exceeded by Consultant.
- 6.5 NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, CONSULTANT SHALL NOT BE ENTITLED TO RECOVER ANY MONETARY DAMAGES IT MAY SUSTAIN AS A RESULT OF ANY DELAY CAUSED BY THE CITY, ANY SEPARATE DESIGN PROFESSIONAL EMPLOYED BY THE CITY, CONSULTANT OR ANY OTHER CAUSES WHATSOEVER. CONSULTANT FURTHER AGREES THAT IT SHALL MAKE NO CLAIM FOR COMPENSATION FOR SUCH DELAYS AND WILL ACCEPT IN FULL SATISFACTION FOR SUCH DELAYS ANY EXTENSIONS OF TIME WHICH ARE GRANTED TO IT BY THE CITY.

ARTICLE 7 - QUALITY CONTROL

Consultant shall develop and employ a comprehensive quality control program designed to protect the City from patent or latent defects in any Work related to the Project or in Construction Work performed at the Project by third parties. At a minimum, Consultant will follow guidelines listed in the Consultant’s most recent quality control and/or practices manual, and any subsequent revisions or updates, provided such guidelines do not conflict with any of the Contract Documents.

ARTICLE 8 - CONSULTANT’S PERSONNEL

- 8.1 Licensing. Consultant agrees to obtain and maintain throughout the period this Agreement is in effect, all such licenses as are required to do business in the State of Florida, Lee County, Florida and the City of Cape Coral, including but not limited to, licenses required by the respective state boards and other governmental agencies responsible for regulating and licensing the professional services provided and performed by Consultant pursuant to this Agreement. Consultant is required to notify City within five (5) calendar days of any pending, or newly initiated, disciplinary or other actions imposed on Consultant or its subconsultants by any regulatory or licensing authority.
- 8.2 Qualified Personnel. Consultant agrees when the services to be provided and performed related to a professional service(s) which, under Florida Statutes, requires a license, certificate of authorization or other form of legal entitlement to practice such services, to employ and/or retain only qualified personnel to be in responsible charge of all Basic Professional Services and Additional Professional Services to be provided pursuant to this Agreement as attached hereto as Exhibit “H” – “Title Classifications”.
- 8.3 Consultant’s Project Manager. Consultant agrees to employ and designate in writing, a qualified, and if required by law, a licensed professional to serve as the Consultant’s Project Manager. Consultant’s Project Manager shall be authorized and responsible to act on behalf of Consultant with respect to

directing, coordinating and administering all aspects of the services to be provided and performed under this Agreement. Consultant's Project Manager shall have full authority to bind and obligate Consultant on any matters arising under this Agreement unless substitute arrangements have been furnished and agreed to with the City in writing. Consultant agrees that the Project Manager shall devote whatever time is required to satisfactorily direct, supervise and manage the services provided and performed by Consultant throughout the entire period this Agreement is in effect. During the term of the Project, Consultant's Project Manager shall neither have nor undertake any other assignment or engagement on behalf of Consultant other than serving as Project Manager in connection with the Project, if such assignment interferes with the abilities of Project Manager to complete the work on this assignment or unless otherwise agreed in advance by the City. The person selected to serve as Consultant's Project Manager shall be subject to the prior approval and acceptance of the City.

- 8.4 Removal of Personnel. Consultant agrees, within ten (10) calendar days of receipt of a written request from the City, to promptly remove and replace the Consultant's Project Manager or any other personnel employed or retained by Consultant or any personnel of a sub consultant or subcontractor engaged by Consultant to provide and/or perform services and or Work pursuant to the requirements of this Agreement, who the City shall request in writing to be removed, which request may be made by the City with or without cause.

ARTICLE 9 - SUBCONSULTANTS AND SUBCONTRACTORS

- 9.1 Definition. A subconsultant or subcontractor is a person or organization who has a direct contract with Consultant to perform any part of the Work associated with the Project. Nothing contained in this Agreement shall create any type of contractual relationship between the City and any subcontractor and/or subconsultant.
- 9.2 Consultant's Selection of Subcontractors and Subconsultants. Consultant, within fourteen (14) calendar days after execution of this Agreement, shall furnish, in writing to the City, the names of persons or entities proposed to be subconsultants and/or subcontractors on the Project (referred to in this paragraph as "subconsultants"), along with copies of proposals and contracts between Consultant and such subconsultant(s). The City shall promptly reply to Consultant in writing whether the City, after due investigation, has reasonable objections to any such proposed person or entity. Failure of the City to reply within fourteen (14) days after its receipt of such information shall constitute notice of no reasonable objection. All subconsultants shall be duly licensed pursuant to any applicable requirements and regulations of the State of Florida. Consultant shall use its best efforts to propose and retain subconsultants appropriately qualified, locally based (Cape Coral - Fort Myers - Lee County, Florida) and/or minority owned and operated Consultants with experience in the Lee County area. Consultant shall not, without reasonable cause and after obtaining the approval of the City (which approval shall not be unreasonably withheld) change a subconsultant or its role which has been previously selected and approved by the City. Consultant shall be responsible to the City for the damages to the extent caused by the negligent acts or omissions of, or services provided by or through its subconsultants. The City's review, approval or rejection of proposed subconsultants or their respective proposals or contracts will not relieve Consultant of its responsibilities under this Agreement, or for the actions or omissions of such subconsultants.
- 9.3 Sub-contractual Relations. By an appropriate written agreement, Consultant shall require each subcontractor or subconsultant, to the extent of the Work to be performed by the subcontractor or subconsultant, to be bound to Consultant by the terms of this Agreement and to assume toward Consultant all obligations and responsibilities which Consultant, by this Agreement, assumes towards the City. Consultant shall make available to each proposed subcontractor or subconsultant prior to the execution of any such agreement, a copy of this Agreement.

- 9.4 Responsibilities for Acts and Omissions. Consultant shall be responsible to the City for the acts and omissions of its employees and agents and its subcontractors and/or subconsultants, their agents and employees, and all other persons performing any Work or supplying any service under a contract with Consultant.

ARTICLE 10 - COOPERATION WITH PROJECT PARTICIPANTS

- 10.1 Consultant shall cooperate with the City, and others working on the Project to avoid interference, inconvenience or damage. To aid in avoiding conflicts, Consultant, without additional charge or compensation, shall make all reasonable modifications in its services or the scheduling of its services as may be directed by the City. Consultant agrees that it has become familiar with the Project and accepts responsibility for all necessary coordination of its services with the work of other parties working on the Project or any adjacent projects affected thereby.
- 10.2 Consultant will assume primary coordination of its Work with the work of others. As part of said service, Consultant shall be primarily responsible for the coordination and compilation of all design documents pertaining to the Project.
- 10.3 In the event of a dispute between Consultant and others working on the Project, Consultant and the others working on the project shall present their dispute to the City, who shall make a decision with respect to the matter in dispute. Consultant agrees to proceed with the furnishing of its services in accordance with any decision which is rendered by the City.

ARTICLE 11 - COMPENSATION

Contract Price. The City shall pay to the Consultant in full and complete satisfaction for all professional services, construction and administrative services, inspection services, sub-consultation services, suppliers, vendors, materials and equipment, transportation, furnished by the Consultant under the terms of this Agreement for the not to exceed total fee sum of “One Million Seventy-six Thousand Three Hundred and One” dollars and 00/100 (“1,076,301”), as per the attached Exhibit “B” – “Schedule of Values” and Exhibit “G” Total Project Cost – Not to Exceed Amount. Any additional services for work required by the City will be negotiated and authorized as necessary and will utilize the hourly rates shown in Exhibit “D” – “Personnel Hourly Rates” contained in this agreement.

Billing and Payment of Contract Price.

- 11.1 Basic Compensation. Subject to the Not to Exceed Price and the satisfaction of the conditions precedent set forth in paragraph 11.3 below, and in exchange for the proper performance of the Basic Professional Services, Consultant shall be compensated on an hourly basis in conformity with the “Personnel Hourly Rates” - Exhibit “D” wherein such rates are fixed for the duration of this contract. Exhibit “D” shall set forth the name of the identity of each individual performing services on the Project for which compensation shall be paid to Consultant by the City together with the corresponding billable rate for each individual. The City shall not be liable to Consultant for payment of services performed by any individual not identified on Exhibit “D” – “Personnel Hourly Rates” absent written approval by the City prior to the individual performing services. The billable rate for each individual who is an employee of the Consultant is based upon actual hourly rate of compensation paid by Consultant to the employee as set forth in Exhibit “D” times the agreed upon multiplier. Notwithstanding the foregoing or any provision of Exhibit “D”, the Consultant shall not be entitled to recover any mark-up on services furnished by Consultant’s subcontractors or other third parties provided.
- 11.2 Schedule of Values. The Consultant billing shall be based on Exhibit “B” - “Schedule of Values” establishing a separate estimated amount for each Task of the Consultant’s work. In no event, shall the

Consultant be entitled to receive compensation in excess of the amount ascribed to any task unless otherwise previously approved by the City in writing. The not to exceed amounts set include not only the fees to the Consultant for its services to be performed but also any third-party costs associated with a Task. Reimbursable Expenses incurred by Consultant are defined in Exhibit “E” – “Reimbursable Expenses”.

- 11.3 Applications for Payment. The Consultant shall deliver to the City an Application for Payment reflecting the tasks completed in Exhibit “B” - “Schedule of Values”, which shall be approved in writing. Provided the Application for Payment is received not later than the last day of the month, the City shall make payment to the Consultant not later than the last day of the following month. With each Application for Payment, the Consultant shall submit such evidence as may be necessary, in the opinion of the City, to demonstrate the work performed during such month and the percentage of completion of each category of the Work. In no event, shall the cost of the Work exceed the Contract Price referred to in Article 11 shown above.
- 11.4 Certification and Release Documentation. In each Application for Payment, the Consultant shall certify that there are no known claims outstanding at the date of this application, that all due and payable bills with respect to the Work have been paid to date or shall be paid from the proceeds of this Application for Payment, and that there is no known basis for the filing of any claims on account of the Work, and that all work has been performed in strict conformity with the requirements of the Contract Documents and that the Consultant is unaware of any defective work. This certification will include that all subconsultants have been paid for outstanding work. Concurrent with each Application for Payment, the Consultant shall execute and furnish waiver of claims through the effective date of the previous Application for Payment.
- 11.5 Joint Checks and or Direct Payments. The City reserves the right to issue joint checks to the Consultant and its subcontractors and materialmen, or, to make direct payments to the Consultant’s subcontractors or materialmen, if, in the City’s sole judgment, it is necessary to do so to ensure payment to the aforesaid parties. The amounts of said joint or direct checks shall be deducted from the Contract Price.
- 11.6 Final Payment. Provided that the Consultant has fully performed its obligations hereunder, final payment, including retainage amounts, shall be made by the City to the Consultant on or about thirty (30) calendar days following final performance of all Work and the Consultant’s submittal of a final Application for Payment therefore and final Affidavit. In this regard, it is further agreed that the final Application for Payment shall not be made until the Consultant has fully and finally completed all tasks and delivers to the City a complete release of all claims arising or which could arise out of this Agreement. The acceptance of final payment by the Consultant shall constitute a waiver of all claims by the Consultant except those previously made in writing and identified by the Consultant as unsettled at the time of the final Application for Payment.
- 11.7 Payment is Not Acceptance. The payment of any Application for Payment by the City, including the final Application for Payment does not constitute approval of, or acceptance of that portion of the Work to which such payment relates nor shall such payment relieve the Consultant of its obligations nor constitute a waiver of any claim which the City may then have or thereafter discover.
- 11.8 Payments Withheld. The City may decline to pay an application for payment submitted by Consultant, in whole or in part, to the extent reasonably necessary to protect the City if:
- 11.8.1 Consultant is not entitled to payment in the amount specified in the application for payment;
 - 11.8.2 Consultant is in default of its obligations hereunder;
 - 11.8.3 Appropriate backup data and documentation required by the City is not submitted with the application for payment;

- 11.8.4 The application for payment is not otherwise appropriately substantiated;
 - 11.8.5 Any known or alleged, willful, wanton or negligent act, error or omission of Consultant which gives rise to a claim by the City or by some other party against the City; or
 - 11.8.6 Any other reason the City is permitted to withhold payment under any other provision of this Agreement.
- 11.9 Interest. In the event of a bona fide dispute by the City for any sums for which payment has been requested, no interest shall be due on such disputed sums until the dispute is resolved, provided that all undisputed sums shall have been paid in due course.
- 11.10 Compensation for Additional Professional Services. For Additional Professional Services of Consultant directed and authorized in writing in advance by the City, as described in Article 5, the City shall pay to Consultant a Not to Exceed Amount, as mutually agreed upon in writing by the parties which shall be the sole and exclusive compensation payable to Consultant in connection with the performance of such Additional Professional Services.
- 11.11 **Payments by Electronic Funds Transfer:** All payments made by the City of Cape Coral, Florida will be made by Direct Deposit (ACH) via electronic funds transfer. Paper checks will no longer be issued to new vendors. Every new vendor must register for direct deposit with the City by providing a "Vendor Authorization Agreement for Electronic Funds Transfer" form (ACH Form) to the City's Financial Services Accounting Division. It is strongly encouraged for current vendors to register for direct deposit with the City via Direct Deposit (ACH) Electronic Funds Transfer form. The form may be accessed on the City of Cape Coral website at:

<https://cms4files.revize.com/capecoralfl/Procurement/VENDOR%20EFT%20AUTHORIZATION%20-%20Updated%20Jan%202024.pdf>

Please contact the Procurement Division at the number shown on this solicitation document herein as the first point of contact for more information.

The link below will take you to the City of Cape Coral vendor Registration page:

https://www.capecoral.gov/department/financial_services/procurement/vendor_registration.php

Suppliers submitting a response to any solicitation are not required to be registered vendors or set up EFT payment prior to submitting their response. Suppliers do need to become register vendors and have the EFT payment form in place prior to the award of any contract.

ARTICLE 12 - INSURANCE

Consultant shall, at all times during the performance of this Agreement, provide and maintain the following types of insurance protecting the interests of the City of Cape Coral, including their employees and officers, and the Consultant with coverages and limits of liability not less than those set forth below:

- 12.1 Workers Compensation Insurance. Consultant shall maintain worker's compensation insurance, insuring its liability under the Workers Compensation and Occupational Disease Laws of the State of Florida, in accordance with Chapter 440 F.S., with limits of liability not less than the minimum statutory limits imposed by applicable State and Federal laws. The worker's compensation insurance policy must include employer's liability with a minimum limit of \$1,000,000.00 for each accident and shall cover all employees engaged in any work under the agreement.
- 12.2 Comprehensive General Liability Insurance. Consultant shall maintain comprehensive general liability insurance which shall be written on an "occurrence" basis and afford the following coverages:
 - 12.2.1 Premises – operation

- 12.2.2 Explosion, collapse and underground property damage (XCU)
- 12.2.3 Products/completed operations
- 12.2.4 Blanket contractual liability
- 12.2.5 Personal injury
- 12.2.6 Advertising injury
- 12.2.7 Premises medical payments
- 12.2.8 Property damage
- 12.2.9 Additional insureds - employees and temporary workers
- 12.2.10 Newly acquired organizations
- 12.2.11 Property damage liability
- 12.2.12 Independent contractors
- 12.2.13 The commercial general liability insurance to be maintained by Consultant must include products and completed operations, and contractual liability. The City of Cape Coral shall be named as an additional, named insured on the comprehensive general liability policy. The limits of liability associated with Consultant's comprehensive general liability policy shall not be less than the following:
 - 12.2.13.1 \$1,000,000 each occurrence
 - 12.2.13.2 \$2,000,000 general aggregate
 - 12.2.13.3 \$1,000,000 products and completed operations
 - 12.2.13.4 \$1,000,000 personal and advertising injury

12.2.14 Notwithstanding anything contained herein to the contrary, the coverages under the comprehensive general liability policy to be furnished by Consultant must be afforded on a policy form no more restrictive than the last edition of the commercial general liability policy filed by the Insurance Services Office.

- 12.3 Automobile Insurance. Consultant shall maintain business vehicular liability insurance covering all owned, non-owned, and hired vehicles used in connection with the Work to be provided hereunder with combined minimum limits of \$1,000,000 single limit for bodily injury and property damage per occurrence/aggregate.
- 12.4 Excess Liability Insurance. Consultant shall maintain excess liability insurance in an amount not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate combined single limit bodily/property damage, in excess of the general liability insurance described above.
- 12.5 Professional Liability Insurance. Consultant shall maintain professional liability insurance with a minimum level of liability coverage of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate insuring the City against losses arising out of the delivery of professional services by Consultant and its sub-consultants. Consultant shall also ensure that each of its subconsultants shall maintain professional liability insurance with minimum limits of liability coverage not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate insuring the City against losses arising out of the provision of professional services by each in connection with the Project. The deductibles associated with the professional liability insurance policies to be furnished by Consultant and its subconsultants shall be the responsibility of the Consulting firm and/or their Sub-Consultant. Consultant shall provide to the City certificates reflecting the City of Cape Coral as a certificate holder with respect to the professional liability insurance policies maintained by Consultant and subconsultants.
- 12.6 Property Insurance. It is Consultant's responsibility to carry its own property insurance including insurance on equipment that will not become an integral part of the Project.

- 12.7 Certificate of Insurance. Prior to performing any services hereunder, Consultant shall file with the City a certificate of insurance in a form acceptable to the City. The certificate of insurance shall reflect the City of Cape Coral as an additional named insured, and its employees and officers on Consultant's comprehensive general liability, excess liability, and business vehicular liability policies. In addition, the City of Cape Coral shall be reflected as the certificate holder with respect to Consultant's professional liability and worker's compensation insurance. The certificate of insurance furnished by Consultant shall contain a provision that the coverages afforded under the policy described thereon will not be cancelled until at least thirty (30) days prior written notice has been given to the City. **Also, to be included on the policy for the Certificate of Insurance under the "Description of Operations /Locations/Vehicles/Exclusions added by endorsement/Special Provisions" section, the Contract Number "RUT2391KR" and Title of Project - "NORTH-SOUTH TRANSFER PUMP STATION".**
- 12.8 Ratings of Companies. All companies issuing the policies provided for herein shall be licensed or approved by the Department of Insurance, State of Florida, and shall have a financial rating no lower than II and a policy holder surplus rating no lower than (A) as listed in A.M. Best TK Rating Guide, current edition or interim report. Companies with ratings lower than those specified herein will be acceptable only upon the written consent of the City.
- 12.9 Primary Coverage. The insurance required hereunder is primary and direct and shall apply to any loss prior to any insurance coverage carried by the City or any other party.
- 12.10 Extent of Coverages. The insurance coverages referred to above are set forth in full in their respective policy forms. The foregoing descriptions of such policies are not intended to be complete or to limit any provision of the actual policies and should said description be narrower than the coverages afforded under the actual policies of insurance, the provisions of the actual policies of insurance shall govern.
- 12.11 Waiver of Subrogation. Consultant's insurance policies shall be endorsed to provide that the insurers waive their rights of subrogation against the City of Cape Coral and to provide that the policies afford primary coverage over any other applicable insurance coverage.
- 12.12 Subconsultant Insurance Requirements. Except as otherwise specified herein, Consultant shall require that all subconsultants and subcontractors performing Work on the Project to maintain the same coverages and policy limits as Consultant is required to furnish hereunder. An insurance provision, including waivers of subrogation, identical to the provisions of Article 12 of this Agreement and shall be included by Consultant in each written subcontract or subconsultant agreement issued by it in conjunction with the Project.
- 12.13 Deductibles: The City of Cape Coral is exempt from, and are in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible(s) shall be the sole responsibility of the firm providing such insurance.
- 12.14 In the event the insurance coverage expires prior to the completion of the project, a renewal certificate shall be issued thirty (30) days prior to said expiration date. The policy shall provide a 30-day notification clause in the event of cancellation or modification to the policy.

ARTICLE 13 - INDEMNIFICATION

In consideration of the first One Hundred and No/100 Dollars (\$100.00) to be paid hereunder and to the fullest extent permitted by law, Consultant agrees to indemnify and hold harmless the City of Cape Coral, and its agents, servants and employees, from and against any and all claims, costs, expenses, damages, or liability

(including reasonable attorneys' fees and costs of defense) to the extent caused by, attributable to, arising out of, or resulting from Consultant's negligence, recklessness, or intentional wrongful conduct in the performance of professional services under this Agreement and those of its subconsultants, agents and employees. Consultant is not obligated to indemnify the City in any manner whatsoever for the City's own negligence. This indemnity provision shall be considered a material part of the specifications governing Consultant's performance under this Agreement. This indemnity provision is intended to comply with Florida laws on indemnity and, specifically, to comply with Sections 725.06 and 725.08, Florida Statutes, and is to be interpreted in such a manner as to be enforceable.

ARTICLE 14 - DRAFTING FORMATS AND STANDARDS

In performing professional services hereunder, Consultant shall review and incorporate the City's drafting formats and office drafting standards into any drawings and specifications generated in connection with the provisions of this Agreement.

ARTICLE 15 - COPYRIGHTS AND LICENSES

All drawings, sepias, electronic media and specifications prepared in connection with the Project shall remain the property of the City and Consultant shall not be entitled to a repeat design fee or any other compensation should the City elect to utilize said drawings, sepias, electronic media and specifications in connection with additional alterations or remodeling or additions to the Project to which said design documents originally pertain. Consultant hereby assigns to the City any and all right, title, and interest it may possess in the design documents and materials produced in connection with this Agreement, including but not limited to, all statutory and common law copyrights it possesses in said documents and materials. The future use of said materials shall be at the sole discretion of the City. The City agrees to hold Consultant harmless from any claims based upon the future use of said materials in connection with any purpose other than the Project or future maintenance or support of the Project.

ARTICLE 16 - PERMITS

Consultant will be responsible for preparing and submitting all required applications and other supportive information necessary to assist the City in obtaining all reviews, approvals and permits, with respect to the Consultant's design, the Existing Design, drawings and specifications required by any governmental body having authority over the Project. Consultant will be similarly responsible for preparing and submitting all required specifications and other supportive information necessary to assist the City in obtaining any renewals and/or extensions of reviews, approvals or permits that may be required while this Agreement is in effect. The City shall, at Consultant's request, assist in obtaining required signatures and provide Consultant with all information known to be available to the City to assist the Consultant in the preparation and submittal of any original, renewal or extension of required reviews, approvals or permits.

ARTICLE 17 - CITY'S RESPONSIBILITIES

- 17.1 The City's Representative. The City shall designate a Project Representative who shall be fully acquainted with the Project and shall define the lines of City authority to approve changes in the Project. He or she shall render decisions promptly and furnish information expeditiously.
- 17.2 Lines of Authority. The City shall establish and maintain lines of authority for its personnel and shall provide this definition to the Consultant and all other affected parties.
- 17.3 Existing Design. The City shall provide to Consultant all design documentation in its possession pertaining to the Project.

- 17.4 Funding. The City shall furnish reasonable evidence satisfactory to Consultant that sufficient funds will be available and committed for the cost of the Project.
- 17.5 Project Fault or Defect. If the City becomes aware of any fault or defect in the Project, or in the specifications or drawings for the Project, it shall give prompt written notice thereof to Consultant.

ARTICLE 18 - CONSULTANT'S REPRESENTATIONS

In order to induce the City to enter this Agreement, Consultant makes the following express representations:

- 18.1 Consultant has reviewed and confirmed that the basis and approach taken by the City in its Project planning represents sound programming and provides an adequate basis for the performance of Consultant's services hereunder.
- 18.2 Consultant has familiarized itself with the Scope of Work and the nature and extent of the Work to be performed, local conditions, and federal, state and local laws, ordinances, rules and regulations that in any manner affect costs, progress or performance of the work.
- 18.3 Consultant represents that the Work can be performed within the time frames contemplated in the Consultant's Work Schedule, a copy of which is attached hereto as Exhibit "C".
- 18.4 Consultant has reviewed the Scope of Work and has provided the City with written notice of all conflicts, errors or discrepancies it has discovered in the Scope of Work and the cost to the City of addressing such conflicts, errors or discrepancies.
- 18.5 Consultant has familiarized itself with the nature and the extent of the proposed Project contemplated under the City's program and local field conditions and affirmatively represents that no field conditions are known to exist which would have a cost or scheduling impact on the Project.

ARTICLE 19 - ACCURACY, TECHNICAL SUFFICIENCY OF SERVICES PROVIDED BY CONSULTANT

- 19.1 Notwithstanding anything contained herein to the contrary, it is understood and agreed between the parties that the City is not examining any data, surveys, studies, designs, specifications, calculations, plans, drawings, or any other documents furnished hereunder by Consultant for accuracy and technical sufficiency and is not under any obligation to inspect the Project. Furthermore, it is understood and agreed between the parties that neither the review, approval, nor acceptance by the City of data, surveys, studies, designs, specifications, calculations, plans, drawings, or any other documents furnished hereunder by Consultant shall in any way relieve Consultant of responsibility for the adequacy, completeness, and accuracy of its work, and in no event shall the City's review, approval, acceptance of or payment for such services be construed to operate as a waiver of any of the City's rights under this Agreement or of any cause of action it may have, arising out of the performance of this agreement.
- 19.2 Consultant further acknowledges that it, alone, is responsible for the accuracy, completeness, and technical sufficiency of all Work performed under this Agreement, and that the information contained in the City's Request for Proposals and Project descriptions does not relieve, release, or in any way whatsoever diminish the Consultant's ultimate responsibility for the accuracy, completeness, and technical sufficiency of the Project and any work performed hereunder.

- 19.3 Consultant agrees to be responsible for the professional quality, technical adequacy and accuracy, timely completion, adoption and coordination of all data, surveys, designs, specifications, calculations, estimates, plans, drawings, construction documents, photographs, reports, memoranda, other documents and instruments and other services, work and materials performed, provided and/or furnished by Consultant or by any subconsultant retained or engaged by Consultant pursuant to this Agreement. Consultant shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in such data, studies, surveys, designs, specifications, calculations, estimates, plans, drawings, construction documents and instruments, and other services or materials resulting from the negligent act, errors or omissions or any intentional misconduct of Consultant or any subconsultants engaged by Consultant.

ARTICLE 20 - TERMINATION OR SUSPENSION OF AGREEMENT

- 20.1 The City reserves the right to terminate this Agreement without cause and without regard to fault or breach upon ten (10) calendar days written notice to Consultant, effective immediately, unless otherwise provided in said notice. In the event of a termination for the City's convenience, the Consultant shall only be due those sums which are due for Work performed as of the date of termination. Upon Consultant's receipt of such payment, the parties shall have no further obligation hereunder. It is understood and agreed that no fee or other compensation or payment shall be due and payable to Consultant for unperformed Work associated with this Agreement.
- 20.2 If the City fails to make payment on conforming or non-disputed invoices when due for Consultant's services and expenses, Consultant may, upon ten (10) calendar days written notice to the City, suspend performance of services under this Agreement. Unless payment in full is received by Consultant within ten (10) calendar days from the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, Consultant shall have no liability to the City for delay or damages caused the City because of such suspension of services. Should the City fail to satisfy the payment due Consultant within sixty (60) calendar days from the date the payment was originally due, Consultant shall be entitled to terminate this Agreement for cause. If Consultant fails to perform the services described herein or fails to respond with responsible promptness to the City, the City, without waiving the City's right to terminate as a result thereof, may suspend performance of the City's obligations under this Agreement (including, but not limited to, the City's obligation to make payment) on ten (10) calendar days written notice to Consultant.
- 20.3 Notwithstanding anything contained herein to the contrary, the City shall be entitled to terminate this Agreement for cause should Consultant fail to perform the services contemplated herein, perform any of its obligations hereunder, or otherwise fail to respond with reasonable promptness to the requests of the City. In the event of such a termination for cause, the City shall be entitled to recover from Consultant such additional costs as it incurs in procuring performance of Consultant's remaining obligations hereunder. If the City terminates this Agreement hereunder and it is determined, for any reason, that sufficient ground did not exist for the City to terminate this Agreement hereunder, the Consultant as its sole and exclusive remedy shall be entitled to and due only those sums which are due for Work performed as of the date of termination as if the termination were for no fault or breach.

ARTICLE 21 - SPECIAL PROVISIONS

- 21.1 Consultant accepts the relationship of trust and confidence established between it and the City by this Agreement.
- 21.2 Consultant warrants that it has not employed or retained any company or person, other than an employee working solely for Consultant, to solicit or secure this Agreement and that it has not paid any person, company, corporation, individual or Consultant, other than a bona fide employee working solely for

Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

- 21.3 Any person or affiliate who has been placed on the Convicted Vendor List following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract or subcontract with a public entity, for construction or repair of a public building or public work, may not submit bids or leases of real property to a public entity, may not be awarded or perform any Work a contractor, supplier, subcontractor, or Consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY 2 for a period of thirty-six (36) months from the date of being placed on the Convicted Vendors List. Consultant agrees not to use any subconsultants whose names appear on the Convicted Vendors List.
- 21.4 Consultant represents to the City that it is experienced in design and that it will perform its services under this Agreement in a skillful and competent manner.
- 21.5 Consultant represents that it presently has no interest and shall acquire no interest either direct or indirect, which would conflict in any manner with the performance of services required hereunder. Consultant further agrees that no person having any such interest shall be employed or engaged by Consultant for said performance. If Consultant, for itself or on behalf of its subconsultants, is about to engage in representing another client, which it in good faith believes would result in a conflict of interest with the Work being performed by Consultant or such subconsultant under this Agreement, then it will promptly bring such potential conflict of interest to the City's attention, in writing. The City will advise Consultant in writing, within ten (10) calendar days as to the period of time required by the City to determine if such a conflict of interest exists. If the City determines there is a conflict of interest, Consultant or such subconsultant shall decline the representation upon written notice by the City. If the City determines that there is not such a conflict of interest, then the City shall give its written consent to such representation.
- 21.6 If Consultant or subconsultant accepts such a representation without obtaining the City's prior written consent, and if the City subsequently determines that there is a conflict of interest between such representation and the Work being performed by Consultant or such subconsultant under this Agreement, then Consultant or such subconsultant agrees to promptly terminate such representation. Consultant shall require each of its subconsultants to comply with the provisions of this section. Should the Consultant fail to advise or notify the City as provided herein above, of representation which could, or does, result in a conflict of interest, or should Consultant fail to discontinue such representation, the City may consider such failure a justifiable cause to terminate this Agreement.
- 21.7 Consultant agrees to maintain the business ethics expected by the City. In that regard, Consultant shall:
- 21.7.1 During the course of pursuing contracts with City and while performing contract work in accordance with this agreement, Consultant agrees to maintain business ethics standards aimed at avoiding any impropriety or conflict of interest which could be construed to have an adverse impact on the City's best interests. Consultant shall take reasonable actions to prevent any conditions which could result in a conflict with the City's best interests. These obligations shall apply to the activities of Consultant's employees, agents, subconsultants, subcontractor employees, etc. Consultant employees, agents, subcontractors, material suppliers (or their representatives) should not make or cause to be made any cash payments, commissions, employment, gifts, entertainment, free travel, loans, free work, substantially discounted work, or any other considerations to the City's representatives, employees or their relatives. Consultant's employees, agents, or subcontractors (or their relatives) should not receive any

cash payments, commissions, employment, gifts entertainment, free travel, loans, free work, or substantially discounted work or any other considerations from contractors, representatives of contractors, subcontractors, representatives of subcontractors, or material suppliers or any other individuals, organizations, or businesses receiving funds in connection with the Project. Consultant agrees to notify the City within 48 hours of any instance where the Consultant becomes aware of a failure to comply with these provisions. The email address to report any concerns related to any possible violations is jmyers@capecoral.gov. Upon request of the City, Consultant agrees to provide a certified Management Representation Letter executed by selected Consultant representatives in a form agreeable to City stating that they are not aware of any situations violating the business ethics expectations outlines above or any similar potential conflict of interest situations. Consultant agrees to include this clause in all contracts with subconsultants and suppliers receiving more than twenty-five thousand (\$25,000) dollars in funds in connections with the City's project. Consultant shall permit interviews of employees, reviews and audits of accounting or other records by City representative(s) to evaluate compliance with the business ethics standards. Such reviews and audits will encompass all dealings and activities of Consultant's employees, agents, representatives, vendors, subconsultants, and other third parties paid by Consultant in their relations with the City's current or former employees or employee relatives. This provision survives the expiration of this Agreement. Consultant agrees to implement a program requiring their employees sign acknowledgements that they have read and understand City's business ethics expectations and the related obligation outlined in this contract.

- 21.7.2 Consultant, subconsultants, subcontractors, contractors, suppliers, and other entities connected with this Project shall permit interviews of employees, reviews and audits of accounting or other records by authorized City representative(s) to evaluate compliance with the business ethics expectations stated in this article. Such reviews and audits will encompass all dealings and activities of Consultant's employees, agents, representatives, vendors, subconsultants, subcontractors, suppliers, and other third parties paid by Consultant in their relations with the City's current or former employees or employee relatives.
- 21.7.3 Consultant, subconsultants, subcontractors, contractors, suppliers, and other entities connected with this Project agree to implement a program requiring their key employees in any connection with this Project to read and understand the City's Business Ethics Expectations and related obligations outlined in this article. The Prime Firm's signed Business Ethics Requirements Form is included as an attachment to this agreement and is shown as Exhibit "J".
- 21.7.4 Consultant, by execution of this Agreement, represents that it possesses that degree of care, learning, skill, ability and is properly licensed and qualified to perform the Basic Professional Services and any Additional Professional Services (as directed and approved in Article 3 hereof) and that it and its subconsultants and/or subcontractors, and suppliers will undertake to use the degree of skill and care of performance of obligations under this Agreement, which are utilized by professionals in the same field performing the same or similar services under the same or similar circumstances for similar infrastructure projects. Consultant acknowledges that all professional services provided under this Agreement will meet or exceed the requirements of this Agreement, including without limitation, the standard of care required by this Agreement; that any design documents prepared by Consultant with respect to the Project will meet or exceed the City's Project requirements as specified in this Agreement or otherwise provided by the City to Consultant. Consultant agrees to use the services of competent, qualified personnel, and, when required by law, properly licensed subconsultants and other professionals for the execution of its services. Consultant will use commercially reasonable efforts and skill to endeavor to protect the interests of the City and the City's residents at all times.

ARTICLE 22 - CONSULTANT'S RECORDS

- 22.1 The awarded Consultant shall maintain auditable records concerning the procurement adequate to account for all receipts and expenditures, and to document compliance with the specifications. These records shall be kept in accordance with generally accepted accounting principles, and the City of Cape Coral reserves the right to determine the record-keeping method in the event of non-conformity. If a Public Construction Bond is required records shall be maintained for ten (10) years, after final payment has been made and shall be readily available to City personnel with reasonable notice, and to other persons in accordance with the Florida Public Disclosure Statutes.
- 22.2 Records of the Consultant personnel, sub-consultants, and the costs pertaining to the Project shall be kept in accordance with generally accepted accounting practices. Consultant shall keep full and detailed accounts and financial records pertaining to the provision of services for the City. Prior to commencing work, Consultant shall review with and obtain the City's approval of the accounting procedures and records to be utilized by the Consultant on the Project. Consultant shall preserve the aforementioned Project records for a period of ten (10) years after final payment, or for such longer period as may be required by law.
- 22.3 The failure of Consultant to comply with the provisions set forth in this Section shall constitute a Default and Breach of this Contract and the CITY shall enforce the Default in accordance with the provisions set forth. If an audit inspection or examination in accordance with this article discloses overpricing or overcharges to the CITY (of any nature) by Consultant and/or sub-contractor(s) the CITY shall be entitled to adjustment and reimbursement or recovery in the amount of such overpricing or overcharging. If the amount of the overpricing or overcharging is determined to be more than One Hundred Thousand and No/100 Dollars (\$100,000.00), in addition to adjusting for the overcharges, the reasonable actual cost of the CITY's audit shall be reimbursed to the CITY by Consultant. Any adjustments and/or payments which must be made because of any such audit or inspection of Consultant's invoices and/or record shall be made within a reasonable amount of time (not to exceed thirty (30) calendar days) from presentation of the CITY's findings to Consultant. This provision survives the expiration of this Agreement.
- 22.4 Consultant shall keep full and detailed accounts and financial records pertaining to the provision of services for the City. Prior to commencing work, Consultant shall review with and obtain the City's approval of the accounting procedures and records to be utilized by the Consultant on the Project. Consultant shall preserve the Project records for a period of ten (10) years after final payment, or for such longer period as may be required by law.
- 22.5 As the City is subject to the public records requirements of Chapter 119, Florida Statutes, the Consultant shall comply with Florida's Public Records Law. Specifically, the Consultant shall:
- 22.5.1 Keep and maintain public records required by the City to perform the service.
 - 22.5.2 Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - 22.5.3 Ensure that public records that are exempt or confidential and from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract

- term and following completion of the contract if the Consultant does not transfer the records to the City.
- 22.5.4 Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Consultant or keep and maintain public records required by the City to perform the service. If the Consultant transfers all public records to the City upon completion of the contract, 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 contract, 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 CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-574-0411, cityclk@capecoral.net, City of Cape Coral, 1015 Cultural Park Boulevard, Cape Coral, FL 33990

ARTICLE 23 - RIGHT OF AUDIT EXAMINATION OF RECORDS

Records for all contracts, specifically including but not limited to "Not to Exceed" subcontracts (i.e. fixed price or stipulated sum contracts, unit price, costs plus or time & material contracts with or without a guaranteed maximum (or not-to-exceed amounts) shall upon seven (7) calendar days written notice from the City shall be open to inspection and subject to audit, scanning, and/or reproduction during normal business working hours. Such audits may be performed by any City representative or any outside representative engaged by the City for the purpose of examining such records. Such records must be complete and made available at Consultant's offices located in Lee County, Florida. The City or its designee may conduct such audits or inspections throughout the term of this Agreement and for a period of four (4) years after final payment or longer if required by law. The City's representatives may (without limitation) conduct verifications such as counting employees at the construction site, witnessing the distribution of payroll, verifying information and amounts through interviews and written confirmations with Consultant's employees, field and agency labor, subcontractors and vendors.

- 23.1 Consultant's "records" as referred to in this Agreement shall include any and all information, materials, and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, superintendent reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information and matters that may in the City's judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any contract document. Such records shall include (hard copy, as well as computer readable data if it can be made available), written policies and procedures; time sheets, payroll registers, payroll records; cancelled payroll checks, subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, negotiation notes, etc.); original bid estimates; estimating worksheets; correspondence; change order files (including documentation covering negotiated settlements); back charge logs and supporting documentation; invoices and related payment documentation; general ledger, information detailing cash and trade discounts earned, insurance rebates and dividends; and any other Consultant records which may have a bearing on matters of interest to the City in connection with the Consultant's dealings with the City (all foregoing hereinafter referred to as "records") to the extent necessary to adequately permit evaluation and verification of any and all of the following:

- 23.1.1 Compliance with contract requirements for deliverables;
 - 23.1.2 Compliance with approved plans and specifications;
 - 23.1.3 Compliance with the City's business ethics expectations;
 - 23.1.4 Compliance with contract provisions regarding the pricing of change orders;
 - 23.1.5 Accuracy of Consultant's representations regarding the pricing of invoices; and
 - 23.1.6 Accuracy of Consultant representations related to claims submitted by Consultant or any of its payees.
- 23.2 Consultant shall require all payees (examples of payees include subconsultants, subcontractors, material suppliers, insurance carriers, etc.) to comply with the provisions of this article by including the requirements hereof in a written contract agreement between Consultant and payee. Consultant will ensure that all payees (including those entering into lump sum contracts) have the same right to audit provisions contained in this Agreement.
- 23.3 Owner authorized representative(s) shall have reasonable access to Consultant's facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Agreement and shall be provided adequate and appropriate workspace, in order to conduct audits in compliance with this article.
- 23.4 If an audit inspection or examination in accordance with this article discloses overpricing or overcharges to the City (of any nature) by Consultant and/or Consultant's subcontractors and/or subconsultants the City shall be entitled to adjustment and reimbursement or recovery in the amount of such overpricing or overcharging. If the amount of the overpricing or overcharging is determined, in addition to making adjustments for the overcharges, the reasonable actual cost of the City's audit shall be reimbursed to the City by Consultant. Any adjustments and/or payments which must be made as a result of any such audit or inspection of Consultant's invoices and/or record shall be made within a reasonable amount of time (not to exceed thirty (30) calendar days) from presentation of the City's findings to Consultant. This provision shall survive the expiration of this Agreement.
- 23.5 In addition to the normal paperwork documentation Consultant typically furnishes to the City, in order to facilitate efficient use of the City's resources when reviewing and/or auditing Consultant's billings and related reimbursable cost records, Consultant agrees to furnish (upon request) the following types of information in the specified computer (PC) readable file format(s):

(Remainder of page left blank intentionally)

Type of Record	PC Readable File Format
Monthly Job Cost Detail	.pdf and Excel
Detailed job Cost History To Date	.pdf and Excel
Monthly Labor Distribution detail (if not already separately detailed in the Job Cost Detail)	.pdf and Excel
Total Job to date Labor Distrubution detail (if not already included in the detailed Job Cost History to date)	.pdf and Excel
Employee Timesheets documenting time worked by all individuals who charge reimbursable time to the project	.pdf
Weely Task Reports listing names and hours and tasks of personnel who worked on Project	.pdf
Weekly Project Manager Reports	.pdf
Detailed Subcontractor/Subconsultant Status Reports (showing original subcontract value, approved subcontract change orders, subcontractor invoices, payment to subcontractors, etc.	.pdf and Excel
Copies of Executed Subcontracts with all Subcontractors	.pdf
Copies of all executed change orders issued to Subcontractors	.pdf
Copies of all documentation supporting all reimbursable job costs (subcontractor payment applications, vendor invoices, internal cost charges, etc.)	.pdf

- 23.6 Contract Cancellation: Pursuant to Florida Statute §287.058 (1) (c), this contract may be unilaterally cancelled by the City if the Consultant, refuses to allow public access to all documents, papers, letters, or other material made or received by the Consultant in conjunction with this contract, unless the records are exempt from disclosure.

ARTICLE 24 - CLAIMS AND DISPUTES

- 24.1 Prior to the filing of any litigation by the City or Consultant against the other (and, except as described below, as a precondition to any such filing), the City and Consultant shall engage in pre-suit non-binding mediation. Such mediation may be requested by either party, at any time, and shall be conducted the same as if such mediation were ordered by a Florida Circuit Court (i.e., in accordance with, and subject to, all of the laws and rules applicable to court-ordered mediation). Such mediation shall be conducted within a reasonable period of time after the same is requested in writing by either party. If the parties are unable to agree upon the selection of a mediator, either party may petition or request that the Circuit Court in Lee County, Florida (or the Mediation Coordinator for the Courts of Lee County, Florida) appoint a mediator. A mediator who is so appointed may only be challenged for cause, and not peremptorily. While the request for and the conducting of such a mediation may be a precondition to the filing of a civil action, in the event either party is in jeopardy of losing its right to sue (e.g., the statute of limitations is about to expire), then suit may be filed before a mediation is conducted provided that mediation is requested before, or simultaneously with the filing of such suit, and is conducted before the named defendant in the suit is required to respond to the complaint. If the scheduling of the mediation requires, the plaintiff in the suit shall grant the defendant an appropriate extension of time to respond to the complaint so as to permit the mediation to be conducted before the defendant must so respond. The mediation contemplated hereunder shall be conducted, unless otherwise agreed by the parties, in Lee County, Florida. The parties shall bear the mediator's fee and any filing fees associated with the mediation equally.

- 24.2 The City and Consultant agree that any litigation between them arising out of, resulting from, or relating to this Agreement or the Project shall be a venue in a state court of competent jurisdiction in Lee County, Florida.

ARTICLE 25 - ANNUAL APPROPRIATION CONTINGENCY

Pursuant to Florida Statute §166.241, the City's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the City Council. This Contract is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the City if the City Council reduces or eliminates appropriations.

ARTICLE 26 - DAMAGE TO PROPERTY

Consultant shall be responsible for all claims filed for damage to private property owned by third parties as well as all damage to public property relating in any fashion whatsoever to Consultant's performance of Work hereunder. The Consultant will work cooperatively with the City in establishing a damage claim program acceptable to the City for processing and satisfying property damage which arises during the course of the Project.

ARTICLE 27 - SAFETY AND OSHA COMPLIANCE

- 27.1 The Consultant shall comply in all respects with all Federal, State and Local Safety and health regulations. Copies of the Federal regulations may be obtained from the U.S. Department of Labor, Occupation Safety and Health Administration (OSHA), Washington DC 20210 or their regional offices.
- 27.2 The Consultant shall comply in all respects with the applicable Workman's Compensation Laws.

ARTICLE 28 - EQUAL EMPLOYMENT OPPORTUNITY

During the term of the Agreement, Consultant agrees it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin. Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age or national origin. Consultant shall comply with all aspects of the Americans with Disabilities Act ("ADA") during the performance of this Agreement.

ARTICLE 29 - PROPRIETARY INFORMATION

Except as otherwise provided in this Agreement, Consultant agrees not to divulge, furnish, or make available to any third parties, Consultant or organization, without the City's prior written consent, or unless instant to the proper performance of Consultant's obligations hereunder, or in the course of any judicial or legislative proceeding where such information has been properly subpoenaed, any nonpublic information concerning services to be rendered by Consultant or any of its subconsultants or subcontractors under this Agreement.

ARTICLE 30 - COMPLIANCE WITH IMMIGRATION LAWS

The City will not intentionally award contracts to any party who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324 A(e) Section 274 A(e) of the Immigration and Nationality Act (“INA”). The City may consider the employment by Consultant of unauthorized aliens to be a violation of Section 274 A(e) of the INA. Such violation by Consultant of the employment provisions contained in Section 274 A(e) of the INA shall be grounds for unilateral termination of this Agreement by the City. Consultant affirmatively represents to the City that it is fully compliant with all applicable immigration laws, including but not limited to, the 1986 Immigration Act and subsequent amendments.

ARTICLE 31 - COMPLIANCE SCRUTINIZED COMPANIES

The Consultant affirms and attests that they are eligible to enter into this agreement and are not prohibited against contracting, based on not being a scrutinized company as outlined in Florida Statutes 287.012; Florida Statute 215.473 and Florida Statute 215.4725. The consultant further agrees that if they are included on the list of scrutinized firms list in the future, located at (<http://www.sbafla.com>), that this agreement may be terminated at the City’s option. The Consultant firm understands that pursuant to section 287.125, Florida Statutes, the submission of a false certification may subject the Consultant to civil penalties, attorney’s fees, and/or costs.

Pursuant to 287.135 Florida Statute, s. 215.4725 and s. 215.473, A Company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency (state) or local governmental entity for goods or services of:

- a. Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or
- b. One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
 1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to s. 215.473; or
 2. Is engaged in business operations in Cuba or Syria.

ARTICLE 32 – IMMIGRATION AFFIDAVIT AND E-VERIFY VALIDATION

As a condition precedent to entering into this CONTRACT and in compliance with The Immigration and Nationality Act (INA), 8 U.S.C. Section 1324a(e) Section 274A(e) and Florida Statute State Section §448.095, Consultant and their subcontractors shall register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021. The Employment Verification System (E-Verify) is operated by the Department of Homeland Security in partnership with the Social Security Administration.

A public agency must require in any contract that the contractor, and any subcontractor thereof, register with and use the E-Verify system to verify the work authorization status of all new employees of the Consultant or subcontractor. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

Consultant must include E-Verify Memorandum of Understanding (MOU) Verification document.

ARTICLE 33 – PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING

In accordance with Florida Statute 287.05701 the City may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor. An awarding body may not give preference to a vendor based on the vendor's social, political, or ideological interests.

ARTICLE 34 - OBSERVANCE OF LAWS, RULES, REGULATIONS, CODES AND ORDINANCES

Consultant shall observe and at all times fully comply with all applicable laws, rules, regulations, codes and ordinances of any federal, state or local government agency or regulatory body which in any manner affect or apply to the Work or Consultant's performance hereunder. Consultant shall require all of its agents, representatives, employees and sub-consultants to observe and comply with the said laws, rules, regulations, codes and ordinances.

ARTICLE 35 - MISCELLANEOUS

- 35.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- 35.2 No modification, waiver, amendment, discharge, or change of this Agreement shall be valid unless the same is in writing, signed by the parties against whom the enforcement of such modification, waiver, amendment, discharge, or change is sought.
- 35.3 Nothing contained in this Agreement shall create a contractual relationship or cause of action in favor of a third party against either the City or Consultant.
- 35.4 This Agreement and the Exhibits attached hereto constitute the entire Agreement between the parties relating to the transactions contemplated hereby and all prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged herein.
- 35.5 This Agreement shall be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument.
- 35.6 All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular, or plural as the identity of the person(s) or entity may require.
- 35.7 In the event of any conflict between the terms of this Agreement and any other Contract Documents including Specifications for the Project, the provisions of this Agreement shall govern and control.
- 35.8 If any provision or any portion of any provision of this Agreement or the application of any such provision or portion thereof to any person or circumstance shall be held invalid or unenforceable, the remaining portion of such provision and the remaining provisions of this Agreement, or the application of such provision held invalid, or unenforceable to persons or circumstances other than those to which it has been invalid or unenforceable, shall not be affected thereby.

- 35.9 In the event of any dispute as to the precise meaning of any term contained herein, the principles of construction and interpretations that written instruments be construed against the drafter shall not apply.
- 35.10 Consultant shall not assign, subcontract or transfer any interest in this Agreement without the prior written consent of the City.
- 35.11 The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.
- 35.12 All articles, titles, or captions contained in this Agreement are for convenience only and shall not be deemed a part of this Agreement and shall not affect the meaning or interpretation of this Agreement.
- 35.13 If Consultant is comprised of more than one (1) entity, each such entity shall be jointly and severally liable hereunder. **HOWEVER, PURSUANT TO F.S. 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.**
- 35.14 All notices, demands, or other communications made pursuant to this Agreement shall be in writing and copies thereof shall be simultaneously directed to the parties listed below. Further, all notices, demands, or other communications shall be deemed to have been duly given by mailing, unless otherwise specified, by United States registered or Certified Mail, Return Receipt Requested, with proper postage prepaid at the following address:

Notice to Consultant: AECOM Technical Services, Inc.
 Attn: Ronald Cavalieri
 4415 Metro Parkway
 Suite 404
 Fort Myers, Fl 33916

If to the City: Procurement Division
 Attn: Mr. Jay Myers
 PO Box 150027
 Cape Coral, FL 33915

With a copy to City Legal: Aleksandr Boksner, Esq.
 Attorney for the City of Cape Coral
 P.O. Box 150027
 Cape Coral, FL 33915

or to such other address or to such other persons as any party may designate to the other for such purpose in the manner herein above set forth.

- 35.15 The parties hereto shall, at any time and from time to time following the execution hereof, execute and deliver all such further instruments and take all such further action as may be reasonably necessary or appropriate in order to carry out more effectively the purposes of this Agreement.
- 35.16 Every covenant, term, and provision of this Agreement shall be construed simply according to its fair meaning and shall not be strictly construed for or against any party.

ARTICLE 36 - PUBLICITY

Publicity and public announcements pertaining to the Project shall be approved by the City in writing prior to release.

ARTICLE 37 – HUMAN TRAFFICKING

Pursuant to Florida Statute 787.06, when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in F.S. 787.06.

(END OF SECTION)

IN WITNESS, WHEREOF, OWNER AND CONSULTANT HAVE SIGNED THIS AGREEMENT. THIS AGREEMENT WILL BE EFFECTIVE ON _____ (WHICH IS THE EFFECTIVE DATE OF THE CONTRACT).

CONTRACTOR:

AECOM TECHNICAL SERVICES, INC.

Signature: 

Typed Name: Ronald Cavalieri, PE

Title: Assoc. Vice President

Date: 05/12/25

(If Consultant is a corporation, a partnership, or a joint venture, attach evidence of authority to sign with corporate resolution.)

Signature Attest: 

Title: Sr. Project Manager

Typed Name: Dawn Jakiela, PE

Date: 05/12/25

Address for giving notices:

AECOM Technical Services, Inc.

4415 Metro Parkway, Suite 404

Fort Myers, Florida 33916

State of Florida

Contractor License No.: _____

(as applicable)

OWNER:

City of Cape Coral, Florida

Signature: _____

Typed Name: Michael Ilczyszyn

Title: City Manager

Date: _____

Signature Attest: _____

Title: City Clerk

Typed Name: Kimberly Bruns, CMC

Date: _____

Address for giving notices:

City of Cape Coral (Attn: Procurement)

P.O. Box 150027

2nd Floor

Cape Coral, FL 33915

LEGAL REVIEW:

Signature: 

Typed Name:  Aleksandr Boksner

Title: City Attorney

Date:  7/30/2025

EXHIBIT A - RUT2391KR

SCOPE OF WORK FOR City of Cape Coral North-South Transfer Pump Station Rehabilitation Revised February 26, 2025

A. PROJECT BACKGROUND:

The City of Cape Coral's (CITY's) primary source of irrigation quality (IQ) water supply is the network of freshwater canals in the CITY. A key feature of the water supply system is the North South Transfer Pump Station (NSTPS), which transfers water from the canal system north of Pine Island Road (Regina Canal) to the canal system south of Pine Island Road (Mackinac Canal). Increasing the pumping capacity and the resilient operation of this facility is essential to the CITY's IQ water supply. Several critical matters for the NSTPS project have been identified including the following:

Increasing the Pumping Capacity of the NSTPS

The capacity of the pumping system is limited by the existing discharge pipes. Pump Station #1 discharges to a 36-inch RCP gravity flow pipeline. Pump Station #2 discharges to a 36-inch DIP force main. Both pipes run parallel and convey flow to the Mackinac Canal. Based on a maximum velocity in the pipelines of 5 feet per second (ft/sec), the maximum capacity of each pipeline is about 16,000 gallons per minute (23 mgd). However, the capacity of the PS #1 36-inch RCP pipe is further limited because it is a gravity flow pipeline, and joints are not restrained. Consequently, the pipeline cannot be pressurized. To overcome this challenge, converting the existing PS #1 gravity flow pipeline to a force main by slip lining the 36-inch pipe with a HDPE pipe will be evaluated. This will allow the pipeline to be pressurized and significantly increase its capacity. The CITY requires that the new pumps and conveyance system have a capacity of 26 mgd (total 56 mgd). In addition, the CITY has requested an option to completely replace the 36-inch RCP pipeline from the pump station to the Mackinac Canal.

Pump Station #s 1 and 2 are furnished with two existing submersible axial flow pumps having a capacity of 16,000 gpm which will be increased to 18,055 gpm. As part of this project a 3rd equal capacity pump may be added at each station for reliability. The anticipated pumps are vertical line shaft and easily removable. To install the third pump in PS #1 the existing wet well will need to be expanded or replaced to increase the size to accommodate the 3rd pump. An evaluation of the requirements to accommodate a 3rd pump will be completed which will include a structural analysis of the existing wet well. Needed improvements will be identified, an opinion of probable cost will be prepared, and a cost benefit analysis will be completed.

It is anticipated that PS # 2 has enough space to add the 3rd pump without a need to expand the wet well. However, an evaluation of the requirements to install the 3rd pump will be completed, needed improvements identified, an opinion of probable cost will be prepared, and a cost benefit analysis will be completed.

Design of Discharge Flow Monitoring

The flow monitoring at the NSTPS is complicated by differing conditions in the two conduits under Pine Island Road. One conduit is pressure flow via a 36-inch DIP and the second is

EXHIBIT A - RUT2391KR

gravity flow via a 36-inch RCP. The lack of access to the conduits is a further complication. Therefore, a new magnetic flow meter installed in an above ground location is to be provided. However, an above ground magnetic flow meter is complicated by the fact that the flow meter must have full diameter flow for accurate flow measurement. To overcome this challenge the design will consider an inverted discharge pipe so that pipe will always remain full. An option to measure velocities on the upstream side of the pump station in Regina Canal with a permanently mounted ultrasonic velocity meter will not be considered.

Prefabricated Electrical Building to House MCCs and Control Equipment

The NSTPS is located on a city owned parcel at the intersection of NE 5th Avenue and NE 4th Terrace, which is in a residential neighborhood. The prefabricated building will consider the aesthetics of the proposed structure to blend in with the surrounding architecture but will not be custom designed.

New Electric Service

The design will consider modifying the existing service and/or service disconnect for operation of only PS #2 during construction of PS #1 (the contractor will arrange a separate temporary electric service for construction purposes). The electrical design will need to consider all future loads including larger capacity pumps, additional pumps, and new control building loads including lights, receptacles, heating, air conditioning.

B. PURPOSE:

The CITY has retained the services of AECOM Technical Services, Inc. (CONSULTANT) to provide engineering services for the permitting, design, bidding, and construction services for the North-South Transfer Pump Station Rehabilitation project. This rehabilitation and retrofit project will improve the NSTPS reliability, pumping capacity, instrumentation and control systems and efficiency of operation.

These services include preparing a comprehensive preliminary design report (PDR), field survey /SUE services and geotechnical investigation, final design documents, preparing and applying for required permits, and post design services including bidding phase services and construction phase services.

During the preliminary design the CONSULTANT team will evaluate the following:

- Cost benefit comparison between existing PS #1 existing 36-inch gravity pipe and reconfiguration by slip-lining to function as a pressure pipeline and complete pipe replacement if directed by CITY. The condition of the existing 36-inch RCP will be evaluated via CCTV inspection.
- Evaluation of installing a third pump in the PS#1 existing wet well. An opinion of probable construction cost will be prepared for necessary improvements to accommodate a third pump, and a cost benefit analysis will be completed.
- Evaluation of installing a third pump in the PS #2 existing wet well pump slot to determine if it is structurally, mechanically and hydraulically feasible or if expanding the wet well is required. An opinion of probable construction cost will be prepared for necessary improvements to accommodate a third pump, and a cost benefit analysis will be completed.

EXHIBIT A - RUT2391KR

The major improvements needed at the North-South Transfer Pump Stations are summarized below:

Pump Station #1

The improvements will include replacement of existing pumps, piping and valves. An evaluation will be completed to identify needed improvements to install a third pump. Based upon the results of a benefit cost analysis the addition of a 3rd pump (including an increase in size of the wet well to accommodate the additional pump, piping and valves) may be included with pump station improvements. Installation of a new magnetic flow meter in an above ground location, new motor controls, VFDs. Provide new vertical line shaft pumps.

Pump Station #2

Replace existing pumps, piping and valves. An evaluation will be completed to identify needed improvements to install a third pump. A benefit cost analysis will be completed to evaluate whether a 3rd pump should be included with the improvements to Pump Station #2. It is anticipated that the existing wet well is large enough to accommodate this 3rd pump. Piping and valves will be provided to accommodate the additional pump. Installation of a new magnetic flow meter in an above ground location, new motor controls and VFDs. Provide new vertical line shaft pumps.

Pump Station #1 & 2

A new larger electrical service will provide service for both PS #2 and PS#1. PS #2 will remain in service while PS #1 is rehabilitated, and a third pump may be added based upon the benefit cost analysis. Once the electrical service is completed and PS #1 is rehabilitated and operational, the motor controls for PS #2 two existing pumps and based upon the benefit cost analysis results a 3rd pump may be connected to the new larger service and the old electrical service is to be removed. A new prefabricated electrical building to house the MCCs and VFDs will be provided. A new RTU utilizing a cellular modem and future fiber optic control will also be provided. The NSTPS site will be enhanced with site fencing.

C. SCOPE OF SERVICES

The scope of services for the North – South Transfer Pump Station Rehabilitation Project will be completed under the following major tasks:

- Task 1 – Project Management
- Task 2 – Preliminary Design Report
- Task 3 - Field Survey/Sue and Geotechnical Investigation
- Task 4 - Detailed Design
- Task 5 – Permitting
- Task 6 – Assistance During Bidding
- Task 7 – Construction Phase Services

Task 1.0 - Project Management

Project management includes activities related to initiating, planning, executing, controlling, and closing the project. Under this Task, the CONSULTANT will be responsible for overall coordination and oversight of the project execution. The Project Manager (PM) will be the primary

EXHIBIT A - RUT2391KR

point of contact with the CITY and will lead the Consultant Team during the project execution focusing on quality completion of the project tasks on schedule and budget.

The CONSULTANT understands that the total project duration will be approximately 30 months from Notice to Proceed to the construction completion. However, the duration for design is anticipated to be 12 months.

Subtask 1.1 - Project Management During Design

The CONSULTANT will perform overall project management and coordination tasks such as project planning, project controls, subconsultant management, invoicing and reporting, and oversight of quality assurance/quality control (QA/QC) activities. During this task, the CONSULTANT will perform the following activities or milestones.

1.1.1 Project Execution Plan: The CONSULTANT will prepare a Project Execution Plan for the development and execution of the NSTPS Rehabilitation Project. The Plan will include a collection of documents that communicates the essential information about the project to everyone involved in the project delivery. The Project Execution Plan will include, but is not limited to, the following:

- Project goals and objectives
- Work breakdown structure
- Communication protocol
- Documents management system
- Budget and project schedule
- Monitoring and reporting plan
- Deliverable submittal and review process plan, including definition of project deliverables.
- QA/QC Plan
- Safety Plan

1.1.2 Baseline Schedule: The CONSULTANT will develop a baseline schedule that will indicate key project activities, including data collection, design, permitting and construction phases of the overall project. The baseline schedule will contain the notice to proceed date, milestone dates, quality management activities, the project completion date and the sequence and interdependence of summary level activities showing starting and completion calendar dates for activities and activity duration in number of calendar days required to finish the project on schedule.

After acceptance of the CONSULTANT's baseline schedule by the CITY, the CONSULTANT will revise and update the progress schedule after each major milestone, depicting scheduled progress of key activities on a percent complete basis.

1.1.3 Subconsultant Coordination and Administration: The CONSULTANT will manage each of the subconsultants and coordinate the actions required to implement the design.

1.1.4 Monthly Reporting and Invoicing: The CONSULTANT will prepare monthly progress reports in support of invoices to describe the work performed during the previous reporting period. The format and content of the invoice will be in accordance with direction to be provided by the CITY.

EXHIBIT A - RUT2391KR

A Monthly Project Status Report will be completed and include, but is not limited to, the following information:

- Recent progress
- Budget and schedule status
- Planned activities.
- Critical matters

Deliverables:

1. Project Execution Plan
2. Monthly Invoices and Progress Status reports

Assumptions

- The current fee estimate is based on 12 months of design and 18 months for bidding and construction. If the bidding and construction extends beyond 18 months CONSULTANT will notify the CITY and submit a work order revision to cover the services for the additional time.

Subtask 1.2 - Project Meetings

The CONSULTANT will attend the following meetings during the project.

- 1.2.1 Initiation/Kickoff Meeting – The goal of the meeting is to confirm the CITY's goals and objectives, identify roles, responsibilities, and communication protocols for project team members. Discuss the scope of work and data needs, the CONSULTANT's overall Project Execution Plan, deliverables, schedule, and critical milestones. The CONSULTANT assumes that Project Manager, Project Technical Lead, and key Design Team members (including subconsultants) will attend this meeting either in person or virtually, as needed.
- 1.2.2 Monthly Progress Meetings – The CONSULTANT (Project Manager and/or Project Technical Lead) will participate in monthly progress meetings with the CITY representatives to keep the CITY informed of the project progress and to obtain input and direction as required for outstanding project issues. A recurring day and time will be established for the meetings. Meeting objectives will be to provide progress updates and reach decisions on pertinent issues relative to the specific topics being addressed in a timely fashion. Progress meetings will be attended by project management staff solely unless CONSULTANT determines technical disciplines are required to participate. Other key team members may attend from time to time either virtually or in person. Prior to each Monthly Progress Meeting, the CONSULTANT will provide the CITY's PM with a list of topics or issues for discussion or resolution for inclusion in the meeting agenda. Minutes will be distributed one (1) week after the meeting date.

Deliverables:

1. Meeting agenda for each meeting (Initiation, Monthly, and Coordination)
2. Meeting Summary and Minutes

Assumptions

- The kickoff meeting will be attended by the PM, Lead Designer and 3 discipline leads. Discipline leads will attend virtually
- It is anticipated there will be 10 progress meetings during the design.

EXHIBIT A - RUT2391KR

- Client Progress meetings will be attended by the PM and the lead designer. All meetings will be virtual (e.g., MS Teams or Zoom). It is estimated that the discipline leads for Structural, Process, Electrical and Instrumentation will attend 3 client progress meetings virtually each.
- It is estimated that the discipline leads will attend 12 virtual internal progress meetings.

Task 2.0 – Preliminary Design Report

The CONSULTANT team will prepare a PDR as part of the Design task within 90 days from receipt of all required information from the CITY. As an initial step a multi-disciplinary team will conduct a site inspection to document the condition of the pump station including the intake structure, existing pumps, and associated electrical and control systems. A workshop will be conducted after the site inspections to coordinate with CITY staff for understanding of existing pump station operation and future requirements for operation and control of the two pump stations.

The portions of the PDR to be prepared by CONSULTANT include the following:

- Introduction, including background, purpose, and scope.
- Description of existing facilities and existing site plan
- Pumping Capacity will be based on existing pumps and pipeline configuration. CITY requests that each pump have a 26 mgd capacity.
- Evaluation of location and conceptual design for prefabricated Electrical Building to house MCCs and VFDs
- Cost benefit comparison between existing PS #1 existing 36-inch gravity pipe and reconfiguration by slip-lining to function as a pressure pipeline and complete pipe replacement if directed by the CITY.
- Results of CCTV inspection of existing 36-inch RCP pipe. CCTV inspection will be completed in 2 phases.
- Evaluation of installing a third pump in the existing PS #1 wet well to determine if it is structurally, mechanically and hydraulically feasible or if expanding the wet well is required. An evaluation of the PS#1 wet well will be completed to identify needed improvements to accommodate a third pump. The existing wet well may not be large enough and may have to be enlarged to accommodate a third pump. In addition, the existing pumps are submersible. The proposed pumps are vertical line shaft with motors mounted on the top slab. The wet well top slab will also be evaluated for structural support. Needed improvements will be identified, an opinion of probable construction cost will be developed, and a cost benefit comparison will be prepared.
- Evaluation of installing a third pump in the existing PS #2 wet well. Needed improvements to accommodate a third pump will be identified and an opinion of probable construction cost will be developed, and a cost benefit comparison will be prepared.

The PDR will also include the following:

- Civil/site requirements, including need for LCEC easement.
- Proposed fencing or decorative wall.
- Process-mechanical requirements, including the following:
 - Replace existing pumps, piping and valves for PS #s 1 & 2 and sound attenuation features for pumps (i.e pump enclosures over motors etc).

EXHIBIT A - RUT2391KR

- Addition of a 3rd pump for each PS if directed by the CITY, based upon the results of the cost benefit analysis.
- Expand wet well for PS #1 to accommodate 3rd pump if directed by the CITY, based upon the results of the cost benefit analysis. Assume wet well for PS #2 is large enough to accommodate 3rd pump.
- New magnetic flow meter for each pump station.
- Slip-lining of existing 36" gravity flow pipeline for PS#1 if directed by the CITY, based upon the results of the cost benefit analysis.
- At the CITY's option, in lieu of slip-lining the existing 36" gravity flow pipeline for PS#1, replace the RCP with a new DIP from pump station to Mackinac Canal and manifold it with the existing 36-inch DIP discharge from PS#2.
- New prefabricated electrical building to house electrical and I&C equipment.
- Structural foundation requirements for new prefabricated electrical building as needed, and structural rehab of existing facilities.
- Structural requirements for expansion of PS #1 wet well, and if required a new concrete effluent box as directed by the CITY based upon results of the cost benefit analysis.
- Pipe modifications and supports for additional pump on existing PS #2 as directed by the CITY.
- Electrical requirements, including:
 - Updated single line diagrams.
 - New MCCs and VFDs
 - Coordination with LCEC
 - New larger electrical Services to serve both PS #1 and PS #2
 - Proposed layout of electrical building
 - Electrical service connection/demolition of old service
- SCADA and I&C requirements
- Engineer's Opinion of Probable Construction Cost (EOPCC)
- Project Schedule
- Manufacturer's Literature for recommended equipment
- Implementation Plan, including schedule and required permits/approvals.

CONSULTANT will conduct internal QA/QC review of draft PDR prior to submission to the CITY. CONSULTANT will prepare and submit to the CITY for review and comment a draft PDR. CONSULTANT will prepare for and conduct a workshop/review meeting with the CITY/CONSULTANT to review the City's comment on the PDR. The workshop will be held in combination with a regular progress meeting. After addressing the CITY's comments, CONSULTANT will prepare and submit a Final PDR,

Deliverables:

1. Draft PDR including EOPCCs and cost benefit analyses
2. Meeting Summary of PDR review workshop
3. Final PDR
4. CCTV Results

Assumptions

- The current cost estimate does not include the design to increase the size of the existing wet well for PS #2. If the wet well for PS #2 needs to be increased in size, additional fees will be needed.

EXHIBIT A - RUT2391KR

- The fee estimate does not include the rehabilitations of either wet well. If after the initial inspection there are concerns about the condition of the wet wells, non-destructive concrete testing may be required, and additional design services needed.

Task 3.0 – Field Survey, SUE, Geotechnical Investigations, and Nondestructive concrete testing (if needed)

The CONSULTANT will hire a professional subconsultant to perform the survey plan and subsurface utility engineering (SUE) at the existing pump station facilities within the pump station parcel limits/construction limits. In addition, two geotechnical borings will be completed, one to a depth of 30 feet for the new prefabricated electrical building and one to a depth of 30 feet to complete the structural design for an increase in wet well size and new concrete effluent box for PS#1 to accommodate a third pump. Based on the site observations of the concrete element nondestructive concrete testing may be required.

Deliverables:

1. Topographic and SUE Survey
2. Geotechnical exploration report
3. Nondestructive concrete testing (if required)

Assumptions

- The current cost estimate does not include the design to increase the size of the existing wet well for PS #2. If the wet well for PS #2 needs to be increased an additional boring might be required.
- An allowance of \$20,000 is included in the estimated budget for nondestructive concrete testing in case it is needed.

Task 4.0 – Detailed Design

- 4.1 **60 Percent Design Development** – Based on feedback from the CITY on the PDR, the CONSULTANT will make necessary revisions and prepare a 60 percent design drawings and specifications for construction of the North-South transfer pump station improvements. A summary of the recommended improvements is as follows:
- Use vertical line-shaft/turbine pumps to replace existing pump station #1 pumps.
 - Expand wet well for installation of a 3rd pump at PS#1 if directed by the CITY. This will be identified as an optional work task.
 - Use above grade discharge piping discharging to an effluent discharge box or tie-in directly to existing 36-inch RCP to be lined with HDPE, depending on the result of the cost benefit analysis.
 - Slip-lining of existing 36" gravity pipe for PS#1 if directed by the CITY. This will be identified as an optional work task.
 - As an option the CITY may request complete replacement of the 36-inch RCP with a new DIP from PS#1 to the Mackinac Canal and manifold the new DIP with the existing 36-inch DIP from PS#2.
 -
 - Include above grade magnetic flow meter on discharge of PS #1

EXHIBIT A - RUT2391KR

- Use vertical line-shaft pumps to replace the existing pump station #2 pumps.
- Install a 3rd pump in the existing wet well for PS #2. There is no additional fee associated with the design of a third pump since based upon previous discussions with CITY that PS #2 is designed with space available. The proposed design will include a plan view and typical cross section for replacement of the existing PS #2 pumps and addition of a 3rd pump as directed by the CITY.
- Replace existing piping and valves. Add above grade magnetic flow meter on discharge of PS #2.
- Pumps will be equipped with VFDs.
- New prefabricated electrical building to house VFDs and SCADA and I&C

4.2 As part of the 60 Percent Design Progress Update, the CONSULTANT will:

- Respond to comments on the preliminary design and finalize design criteria.
- Evaluate geotechnical and survey findings.
- Develop 60 percent “progress” Draft Specifications using available CITY specifications and supplemented with CONSULTANT specifications.
- Develop 60 percent “progress” Draft Design Drawings

CONSULTANT will conduct one 60 percent progress review workshop with the CITY. Upon completion and agreement to the resolution of comments, the plans and specifications with noted revisions will be approved by the CITY to proceed with the next phase.

Deliverables:

1. 60% Draft Design “Progress” drawings, and specifications
2. 60% Design workshop meeting summary

Assumptions

- The current cost estimate does not include the design to increase the size of the existing wet well for PS #2. If the wet well for PS #2 needs to be increased in size, additional fees will be required.
- The fee estimate does not include the rehabilitation of the existing wet well. If repairs or replacement of any of the wet wells are needed additional fees will be required.

4.3 Draft 100 Percent Design Development and Bid Ready Documents - CONSULTANT will make necessary revisions to the 60 percent design drawings and specifications and prepare draft 100 percent final design drawings and specifications for construction of the NSTPS improvements. Design elements to be provided by the CONSULTANT as part of this task will include revisions to any previously submitted drawings and plans. A Bid Schedule will be prepared to match with the Measurement and Payment section in the specifications. An updated EOPCC will be prepared.

CONSULTANT will conduct one Draft 100 percent plan review workshop with the CITY. Upon completion and agreement to the resolution of comments, the plans and specifications will be revised, and the final bid ready documents will be transmitted electronically (in PDF format) to the CITY for bidding of the project.

EXHIBIT A - RUT2391KR

Deliverables:

1. Draft 100 Percent Design plans and specifications with EOPCC.
2. Draft 100 Percent Design Workshop
3. Final Bid Ready Design Plans and Specifications

Assumptions

- See assumption for the 60% design.

Task 5.0 – Permitting

Permits anticipated for this project include coordination with Florida Department of Environmental Protection (FDEP) to address requirements of an environmental resource permit; an endangered/protected species survey/permit; site development permit approval for the pump station improvements, including the new prefabricated electrical building and a building permit. CONSULTANT will conduct pre-application meetings with FDEP and City staff to facilitate meeting permitting requirements. Permit applications will be prepared and submitted for the site development permit. It is assumed that this project will qualify for a General Permit for installation, repair, and removal of utility lines and that a full ERP permit application will not be required. Coordination with City staff will be completed for building permit. However, the Construction Contractor will be responsible for submitting the building permit application.

An endangered species survey will be completed at the pump station/project site. As required a permit application will be completed.

Deliverables:

1. Pre application permit meeting minutes
2. Permit applications for ERP permit exempt activity and site development permit.
3. Endangered species survey

Assumptions

- One pre application permit meeting is included with the SFWMD and CITY staff.
- It is assumed that this project will qualify as an exempt activity and that a full ERP permit application will not be required.
- Construction Contractor will be responsible for the building permit application.

Task 6.0 – Bidding Assistance & Attendance at City Council Meeting

The CONSULTANT will attend one pre-bid meeting which will be administered by the CITY. The CONSULTANT will review and respond to the questions received from the contractors and will prepare addenda as required. . The CONSULTANT will review the bids received and make a recommendation on award of the contract. CONSULTANT will attend one City Council meeting, if required.

The CONSULTANT will conduct the following tasks: 1) Attend pre-bid meeting; 2) Prepare response to contractors' questions; 3) Assist the City in the preparation of the Letter of Recommendation for award and Attend City Council Meeting.

EXHIBIT A - RUT2391KR

Deliverables:

1. Addenda addressing contractors' questions.

Task 7 – Limited Construction Phase Services

The CONSULTANT will provide construction phase engineering services, which will consist of the following:

- 7.1 Conformed Plans and Specifications – The CONSULTANT will conform the bid plans and specifications to reflect changes and clarifications made during the bidding phase.
- 7.2 The CONSULTANT will prepare responses to Contractor Requests for Information (RFI). For the fee estimate CONSULTANT estimated a total of 42 RFIs.
- 7.3 The CONSULTANT will issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the Work. Such clarifications and interpretations are to be consistent with the intent of and reasonably inferable from the Contract Documents. For the fee estimate CONSULTANT will provide up to 75 hours for necessary clarifications and interpretations.
- 7.4 Construction Kick-off and Progress Meetings – The CONSULTANT will attend the pre-construction meeting and attend 16 monthly progress meetings (virtually) with the construction team.
- 7.5 General Consultation and Advice –The CONSULTANT shall consult with and advise the CITY, while acting as the CITY's representative as provided in the Contract Documents. The CONSULTANT shall evaluate and render the initial opinions to the CITY on potential change order items from the CONTRACTOR relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. As noted in the fee estimate CONSULTANT will provide up to 75 hours of consultation and advice.
- 7.6 Change Orders and Work Change Directives – The CONSULTANT will assist with the preparation of Change Orders and Work Change Directives (CO/WCD) relating to the CONSULTANT's design. For the fee estimate CONSULTANT estimated a total of 46 CO/WCDs. Each CO/WCD is estimated take approximately 10 hours.
- 7.7 Shop Drawings and Other Submittals – The CONSULTANT will receive, review and process shop drawing submittals from Contractor and take appropriate action in accordance with the CONSULTANT's Specifications, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. For the fee estimate CONSULTANT estimated a total of 70 Shop Drawings or other submittals. Each submittal is estimated to take approximately 6 hours.
- 7.8 Applications for Payment - The CONSULTANT will assist the CITY with review of progress payments and make timely recommendations to CITY regarding the Applications for Payment. Such recommendations of payment will be in good faith based on the

EXHIBIT A - RUT2391KR

CONSULTANT's knowledge, information and belief that the Work has progressed to the point indicated; the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion); and the conditions precedent to CONTRACTOR's being entitled to such payment appear to have been fulfilled in so far as it is the CONSULTANT's responsibility to observe the CONTRACTOR's work. For the fee estimate CONSULTANT estimates up to 15 pay applications will be reviewed.

- 7.9 Substantial Completion - Following notice from the CONTRACTOR that they consider the entire work ready for its intended use, the CONSULTANT, and the CITY, accompanied by the CONTRACTOR, shall conduct two (pipeline and pump station) inspections of the construction site to determine if the work is Substantially Complete. A list of deficiencies and omissions identified by the CONSULTANT will be prepared. The CONSULTANT will be responsible to deliver to the CITY and the CONTRACTOR the list of any deficiencies and omissions to be corrected prior to either considering the project Substantially Complete or those that need to be completed prior to Final Acceptance. The CONSULTANT will be responsible to deliver a Certificate of Substantial Completion to the CITY and the CONTRACTOR when the work is deemed Substantially Complete.
- 7.10 Final Notice of Acceptability of the Work – The CONSULTANT shall conduct one final inspection to determine if the completed work of the CONTRACTOR is acceptable so that the CONSULTANT may recommend, in writing, final payment to the CONTRACTOR. Accompanying the recommendation for final payment, the CONSULTANT shall indicate that the work is acceptable to the CONSULTANT's knowledge and based on the extent of the services performed and furnished by the CONSULTANT under this Agreement. The CONSULTANT will prepare a "Certification of Construction Completion.
- 7.11 Record Drawings – The CONSULTANT shall review the CONTRACTOR's As-Built drawings for any material deviations to design intent after Substantial Completion. The CONSULTANT shall prepare Record Drawings which incorporate the CONTRACTOR's redline mark ups and as-built drawings. The CONSULTANT shall review and organize equipment manufacturer operation and maintenance (O&M) manuals.
- 7.12 Site Visits - The CONSULTANT shall visit the site of the proposed improvements and visually observe the construction areas designated on the construction plans in cooperation with the CITY's utility staff. Site visits are for specialty discipline team members. To the extent possible, site visits will be coordinated with progress meetings. Observations are not intended to be exhaustive or to involve detailed inspections of the Work in progress, but rather are to be limited to spot checking and general observation of the Work based on the CONSULTANT's exercise of professional judgment, as assisted by the Resident Project Representative (RPR), if any, to confirm general compliance with the CONSULTANT's design. Based on information obtained during such visits and observations, the CONSULTANT will determine if, in general, the Work is proceeding in accordance with the Contract Documents. For the fee estimate CONSULTANT estimated a total of 6 specialty site visits.
- 7.13 Startup, Commissioning and Training

The CONSULTANT will provide startup and commissioning support services for startup of the NSTPS. The construction contractor will be responsible to provide training to the CITY employees for the operation of the facility, with support from CONSULTANT. The project

EXHIBIT A - RUT2391KR

budget is based on a maximum of 2 days in the field for the process mechanical, and one day for electrical and Instrumentation.

Deliverables:

1. Conformed Design Drawings for Construction
2. Field Reports for periodic site visits during Construction
3. Record Drawings
4. O&M Manuals prepared by Equipment Manufacturers and compiled by contractor
5. Certificates for Substantial and Final Completion

Assumptions

- AECOM will provide Engineering During Construction (EDC) services and will not perform Construction Services and Inspections (CSI).
- The CITY will have a designated inspector(s) that will inspect the progress and quality of the work on a daily basis or as needed.

Task 8 – Public Outreach – Allowance

Working closely with the CITY stakeholders will be identified and a public outreach program will be developed and implemented. A schedule will be developed for communications to stakeholders. An allowance of \$13,500 for a public outreach subconsultant is included in the fee estimate for this work task.

Deliverables:

1. Public Outreach Communications

Task 9 – Design of Slip lining, Shop Drawing Review, & Preparation of Record Drawings-Optional Work Task

The capacity of the PS #1 36-inch RCP discharge pipe is limited because it is a gravity flow pipeline, and joints are not restrained. It is suggested that the CITY consider converting the PS #1 gravity flow pipeline to a force main by slip lining the 36-inch pipe with a HDPE pipe. When directed by the CITY, CONSULTANT will prepare design drawings and specification to slip line the discharge pipe. Shop drawings pertaining to slip lining of the 36-inch pipe will be reviewed, and when construction is complete record drawings will be prepared.

Task 10 – Design of Expanded Wet Well for PS #1, Shop Drawing Review, & Preparation of Record Drawings – Optional Work Task

The existing wet well at PS #1 may not be large enough and may have to be enlarged to accommodate a third pump. In addition, the top slab may need structural improvements to support the proposed vertical line shaft with motors mounted on the top slab. Based upon the preliminary design report and at the request of the CITY, CONSULTANT will complete the design of the structural improvements needed for an expanded wet well. Shop drawings pertaining to these structural improvements will be reviewed and when construction is complete record drawings will be prepared.

EXHIBIT A - RUT2391KR

Task 11 – Design of new DIP discharge pipe from PS#1 to the Mackinac Canal, Shop drawing review, & Preparation of Record Drawings – Optional Work Task

The capacity of the PS #1 36-inch RCP discharge pipe is limited because it is a gravity flow pipeline, and joints are not restrained. It is suggested that the CITY consider completely replacing the gravity pipeline with a new DIP force main and manifold it with the existing DIP discharge for PS#2 as an option. When directed by the CITY, CONSULTANT will prepare design drawings and specifications for a new DIP discharge from PS#1 to the Mackinac Canal.

Additional topographic survey and SUE work will be required along the pipe corridor. Also, additional borings will be required along the pipe route to document subsurface conditions. Subconsultants will be hired to complete this work.

Shop drawings pertaining to the pipe replacement will be reviewed, and when construction is complete record drawings will be prepared.

D. REIMBURSABLE COSTS

Reimbursable costs will be billed to the task in which the expense occurs, in accordance with the terms of the Agreement, associated with execution of the project.

E. SCHEDULE

Services described here will commence upon receipt by CONSULTANT of a Notice-to-Proceed and executed Work Order from the CITY. The estimated delivery dates for the deliverables indicated in the Scope of Work are as follows and as noted in the schedule provided as Attachment A.

Task	Project Management	Days from NTP
1	Project Management	910
2	Preliminary Design Report	90
3	Field Survey, SUE, and Geotech Investigation	120
4	Detailed Design	365
5	Permitting	300
6	Bidding Assistance & City Council Meeting	455
7	Construction Phase Services	910
8	Public Outreach	910

EXHIBIT A - RUT2391KR

CONSULTANT will observe the time limitations as set forth herein. CONSULTANT will not be responsible for delays beyond CONSULTANT's control, including delays caused by: (1) delays in receiving information from others except CONSULTANT's SUBCONSULTANTS; and (2) delays in obtaining subsequent authorization, approvals, and review comments from the COUNTY and other governmental agencies. If such a delay should occur, the schedule will be updated and adjusted as mutually agreed upon by CONSULTANT and the CITY.

F. CITY'S RESPONSIBILITIES

1. The CITY will designate a Project Representative, as the CITY's representative and primary contact for CONSULTANT. CONSULTANT will rely on the CITY's designated Project Representative for instructions and approval of CONSULTANT's services.
2. The CITY will provide necessary information that is needed for design of Canal Pump Station Improvements.
3. CITY is responsible for validity of data provided to CONSULTANT.
4. The CITY will attend required meetings and Workshops and provide feedback in a timely manner.
5. The CITY will provide CONSULTANT access to the N-S Canal Pump Stations.
6. The CITY will provide available as-constructed documents (including drawings, specifications, shop drawings, etc.) for the existing facilities. CONSULTANT may rely on this information without further verification.
7. The CITY will review, make comments, and approve submittals made by CONSULTANT to the CITY as set forth herein. Fourteen (14) calendar days have been allocated in the schedule for each CITY review.
8. The CITY will have a designated inspector(s) that will inspect the progress and quality of the work on a daily basis or as needed and will be in charge of the Construction Administration of the project.

G. COMPENSATION AND METHOD OF PAYMENT

For the professional services as set forth in this Scope of Services, the CITY shall compensate the CONSULTANT a total fee of \$903,563 without the optional tasks and \$1,076,301 when including the optional task work.

For convenience we will invoice the project as follows:

		Fee (NTE)
Task 1	Project Management	\$77,108
Task 2	Preliminary Design Report	\$158,847

EXHIBIT A - RUT2391KR

Task 3	Field Survey, SUE, and Geotech Investigation	\$46,900
Task 4	Detailed Design	\$317,954
Task 5	Permitting	\$43,622
Task 6	Bidding Assistance & City Council Meeting	\$16,236
Task 7	Construction Phase Services	\$226,997
Task 8	Public Outreach - Allowance	\$15,899
Optional Task 9	Design of Slip lining of 36-inch gravity pipe, shop drawing review and preparation of record drawings	\$38,780
Optional Task 10	Design of expanded wet well at PS #1, shop drawing review and preparation of record drawings	\$27,494
Optional Task 11	Design of new DIP discharge, Survey and SUE, Borings, Shop drawing review, record drawings	\$106,464

Compensation for the services provided shall be due and payable monthly based upon the work approved by the CITY. The fee is calculated based on the approved labor rates identified in Attachment No. 1 – Project Budget.

EXHIBIT A - RUT2391KR

Certain assumptions have been made in developing the fee for the services described herein. To the extent possible, they are stated in this Scope of Services. If changes to the work result in changes on the level of effort presented herein, the scope of services and fee budget will be revised by mutual agreement.

H. Below is a list of the Anticipated Index of Drawings

General – 5 drawings

- Cover Sheet
- Drawing Index
- Legend/Symbols/Abbreviations
- General Notes
- Aerial Site Plan

Civil Site – 5 drawings

- Existing Condition Site Plan and Horizontal Control
- Demolition Plan/Piping Plan and Details
- Grading, Paving and Drainage Plan
- Standard Civil Details
- Standard Civil Details

Optional Work Task Slip Lining – 5 drawings

- Slip-lining of existing 36" gravity pipe Plan & Profile 1
- Slip-lining of existing 36" gravity pipe Plan & Profile 2
- Slip-lining of existing 36" gravity pipe Plan & Profile 3
- Slip-lining Details 1
- Slip-lining Details 2

Optional Work Task New DIP from PS#1 to Mackinac Canal – 6 drawings

- New DIP pipe discharge Plan & Profile 1
- New DIP pipe discharge Plan & Profile 2
- New DIP pipe discharge Plan & Profile 3
- Standard Civil Details 1
- Jack and Bore or Horizontal Direction Drilling Details 2
- Pipe Outlet Details at Mackinac Canal Details 3

Mechanical Process – 5 drawings

- Demolition Plan and Sections
- Pump Station Plan and Sections PS#1
- Pump Station Plan and Sections PS#2
- Mechanical Details 1
- Mechanical Details 2

EXHIBIT A - RUT2391KR

Electrical – 7 drawings

- Electrical Legend, Symbols and Abbreviations
- Overall Electrical Site Plan and Elementary Control Diagrams
- Electrical Building Floor Plan
- MCC Single Line Diagram and Panel Board Schedules
- Electrical Building Lightning Protection Plan/Conduit and Wire Schedules
- Electrical Details
- Electrical Details

SCADA and I&C – 4 drawings

- Instrumentation Legend, Symbols and Abbreviations
- System Control Network Diagram and Control and Instrumentation Terminal Cabinet Architecture
- Process and Instrumentation Diagrams
- Instrumentation Details

Architectural – Not Used (By Prefab Building Supplier)

Landscaping – 2 drawings

- Landscaping site plan and planting schedule
- Landscaping details

Building Mechanical (HVAC) – Not Used (By Prefab Building Supplier)

Structural – 6 drawings

- Structural General Notes and Legend, Symbols and Abbreviations
- Existing Wet Well PS #1 & PS#2 Plan view
- Existing Wet Well PS #1 & PS#2 Cross Section
- Electrical Building Foundations Plan, Sections and Details
- Structural Details
- Structural Details

Optional Work Task Expanded Wet Well – 3 drawings

- Expanded Wet Well PS #1 Plan view.
- Expanded Wet Well PS #1 Cross Section
- Structural Details

Attachment A – Project Schedule

Attachment No. 1 – Project Budget provides a breakdown of the fee calculation and labor rates.

EXHIBIT A - RUT2391KR

Job Ref#	330.00	281.50	285.07	198.00	180.40	214.10	202.00	240.85	169.00	204.00	228.70	199.00	208.00	204.53	154.07	146.76	202.20	231.01	134.01	107.18	147.37	278.67	118.43	81.10																					
Rev# Ref#	120.00	102.01	102.00	74.27	63.00	91.00	114.00	97.01	63.12	120.00	69.72	77.23	81.71	68.71	66.42	37.50	104.40	98.63	82.70	101.00	107.70	193.00	45.17	36.04																					
Multiple (with profit)	2.50	2.50	2.50	2.50	2.50	2.50	2.50	2.50	2.50	2.50	2.50	2.50	2.50	2.50	2.50	2.50	2.50	2.50	2.50	2.50	2.50	2.50	2.50	2.50																					
Project Name: North South Transfer Pump Station Rehabilitation																								LABOR	AM	Artisan	Pasadena	Ronandash	Colta Molnar	ODCS	Total Task Fee														
Project Tasks	Total Labor hrs	Percent of Change	Final Contract	General Physical Storage																																									
1.0 Project Management	250	0	12	47	3	10	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0																				
1.1 Subcontractor Coordination and Administration	11	1	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0																				
1.2 Monthly Reporting and Invoicing (6-30 months)	14	1	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0																				
2.0 General Construction Phase Services	200	4	19	39	3	26	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0																				
2.1 Excavation and Transportation	18	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0																				
2.2 General Construction and As-built	13	1	4	5	1	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0																				
2.3 General of Site Prep (60%)	18	1	2	4	2	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0																				
2.4 Mechanical Construction - Site Preparation, Inst of Equipment, Construction of SC	10	1	2	4	2	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0																				
2.5 Inst. Construction - Site Preparation and Construction of Construction Construction	10	1	2	4	2	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0																				
2.6 General Civil (10) Arch (5) Land (5) Site (5) Proc (5) Bldg Mech (5) Elec (7) I&C (4) - Total of 48	48	1	2	2	4	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0																				
2.7 Periodic Site Inspections	14	1	2	2	4	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0																				
2.8 Inst. Arch (5) Site (5) Proc (5) Bldg Mech (5) Elec (7) I&C (4) - Total of 48	48	1	2	2	4	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0																				
2.9 Public Outreach - Attendance	1	0	1	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0																				
2.10 Public Outreach - Attendance	1	0	1	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0																				
3.0 BIDD DATE DOLLARS (unbonded)	401	3,380	5,174	295	2,516	0	0	100	801	0	2,103	100	3,420	3,680	0	200	0	0	0	0	262	2,312	0	400	1,000																				
3.1 BIDD DATE DOLLARS (bonded)	1,640	8,344	11,704	319	4,616	0	0	1,400	2,200	0	5,000	204	8,721	9,400	0	807	0	0	0	0	840	3,800	0	1,016	2,600																				
		2.24%	11.26%	17.9%	0.77%	0.00%	0.00%	2.01%	2.82%	0.00%	8.00%	0.33%	11.80%	12.60%	0.00%	0.79%	0.00%	0.00%	0.00%	0.00%	0.90%	7.90%	0.00%	2.10%	3.24%																				
					</																																								

**EXHIBIT A - RUT2391KR
PERSONNEL BILLABLE HOURLY RATES**

(Please include all positions associated with this project) Table MUST match with Project Cost Spreadsheet – Costs Shown for/Tasks by Position, Qualifications of Individuals – Shown in Schedule C Overall Project Schedules and Exhibits Must Match)

FIRM NAME	Employee Name	Task(s) Associated	Billing Title	Actual Payroll Hourly Rates	Burden Rate	Billable Hourly Rate Yr 1 & 2
AECOM	Kurt Ahlgrim	1,2,4,7	Sr Engineer 2	\$72.69	2.55	\$185.36
AECOM	Stephen Bazor	1,2,4,5,6,7	Senior Engineer 3	\$79.33	2.55	\$202.29
AECOM	Brian Boen	2-4,7,10	Senior Engineer 1	\$61.28	2.55	\$156.26
AECOM	Carolyn Bonaventura	4	Construct. Manager 2	\$89.13	2.55	\$227.28
AECOM	Philip Bongiovanni	1,2,4,7	Senior Engineer 3	\$100.86	2.55	\$257.19
AECOM	Rene Brito	1-7,9	Project Engineer 2	\$61.07	2.55	\$155.73
AECOM	Ronald Cavalieri	1,2,4,6,7	Principal-in-Charge	\$126.48	2.55	\$322.52
AECOM	Don DeAngelis	2 & 4	Senior Engineer 3	\$115	2.55	\$293.25
AECOM	Andrew Detwiler	TBD 1,2,4,7	Senior Engineer 3	\$107.37	2.55	\$273.79
AECOM	Bozho Handjiev	2,4,6,7	Senior Engineer 3	\$87.11	2.55	\$222.13
AECOM	Dawn Jakiela	2,4,5,7	Sr. Project Manager	\$106.10	2.55	\$270.56
AECOM	Lennon McDuffie	2, 4-7.9	Sr. Cad Designer	\$63.65	2.55	\$162.31
AECOM	Penny McQuerrey	1,3,8	Project Administrator	\$43.95	2.55	\$112.07
AECOM	Mirely Mercader	2,4,5	Architect	\$58.66	2.55	\$149.58
AECOM	Jack Miller	2,5	Project Engineer 1	\$51.25	2.55	\$130.69
AECOM	Khalid Motiwala	1-7,10	Senior Engineer 3	\$94.67	2.55	\$241.41
AECOM	Paul Moulton	2,4,7	Senior Engineer 3	\$116.58	2.55	\$297.28
AECOM	Fernando Navarette	1 - 10	Sr. Project Manager	\$99.52	2.55	\$253.78
AECOM	William Overbeek	1,2,4-7	Senior Engineer 3	\$77.87	2.55	\$198.57
AECOM	John Rector	2,4,5,7	Senior Engineer 3	\$75.00	2.55	\$191.25
AECOM	Kelley Samuels	2,5	Project Scientist 2	\$95.76	2.55	\$244.19
AECOM	Miguel Sanchez	2,4,5,7	Architect	\$55.87	2.55	\$142.47
AECOM	Terrance Sonnenberg	2, 4-7.9	Senior Cad Designer	\$56.11	2.55	\$143.08
AECOM	David Wilcox	1-2, 4-10	Senior Engineer 3	\$102.52	2.55	\$261.43

**EXHIBIT A - RUT2391KR
PERSONNEL BILLABLE HOURLY RATES**

(Please include all positions associated with this project) Table MUST match with Project Cost Spreadsheet – Costs Shown for/Tasks by Position, Qualifications of Individuals – Shown in Schedule C Overall Project Schedules and Exhibits Must Match)

AECOM	Cherie Wolter	1-10	Project Administrator	\$35.48	2.55	\$90.47
AECOM	John Cwikowski	TBD 1-10	Engineer 1	\$36.10	2.55	\$92.06
AECOM	Josh Jeffrey	TBD 1,2,4,7	Senior Engineer 3	\$93.31	2.55	\$237.94
AECOM	Dan Eiben	TBD – 2,4,5,7	Senior Engineer 3	\$78.37	2.55	\$199.84
AECOM	Max Honigfort	TBD - 2,4,5,7	Engineer 2	\$41.14	2.55	\$104.91
AECOM	Christopher Alverson	TBD 1-2, 4-10	Senior Engineer 3	\$91.34	2.55	\$232.92
AECOM	Sean Frederick	TBD 1-7,10	Senior Engineer 1	\$61.24	2.55	156.16
AECOM	Haireti Diluzi	TBD 2-4,7,10	Engineer 2	\$44.14	2.55	\$112.56
AECOM	Zein Hayek	TBD 1-10	Project Engineer 2	\$64.90	2.55	\$165.50
AECOM	Max Honigfort	TBD - 2,4,5,7	Engineer 2	\$41.14	2.55	\$104.91
AECOM	Christopher Alverson	TBD 1-2, 4-10	Senior Engineer 3	\$91.34	2.55	\$232.92
AECOM	Sean Frederick	TBD 1-7,10	Senior Engineer 1	\$61.24	2.55	\$156.16
AECOM	Haireti Diluzi	TBD 2-4,7,10	Engineer 2	\$44.14	2.55	\$112.56
AECOM	Zein Hayek	TBD 1-10	Project Engineer 2	\$64.90	2.55	\$165.50

**EXHIBIT A - RUT2391KR
PERSONNEL BILLABLE HOURLY RATES**

(Please include all positions associated with this project) Table MUST match with Project Cost Spreadsheet – Costs Shown for/Tasks by Position, Qualifications of Individuals – Shown in Schedule C Overall Project Schedules and Exhibits Must Match)

FIRM NAME	Employee Name	Task(s) Associated	Billing Title	Actual Payroll Hourly Rates	Burden Rate	Billable Hourly Rate Yr 3
AECOM	Kurt Ahlgrim	1,2,4,7	Sr Engineer 2	\$74.87	2.55	\$190.92
AECOM	Stephen Bazor	1,2,4,5,6,7	Senior Engineer 3	\$81.71	2.55	\$208.36
AECOM	Brian Boen	2-4,7,10	Senior Engineer 1	\$63.12	2.55	\$160.95
AECOM	Carolyn Bonaventura	4	Construct. Manager 2	\$91.80	2.55	\$234.10
AECOM	Philip Bongiovanni	1,2,4,7	Senior Engineer 3	\$104.43	2.55	\$266.29
AECOM	Rene Brito	1-7,9	Project Engineer 2	\$62.90	2.55	\$160.40
AECOM	Ronald Cavalieri	1,2,4,6,7	Principal-in-Charge	\$130.27	2.55	\$332.20
AECOM	Don DeAngelis	2 & 4	Senior Engineer 3	\$118.45	2.55	\$302.05
AECOM	Andrew Detwiler	TBD 1,2,4,7	Senior Engineer 3	\$110.59	2.55	\$282.00
AECOM	Bozho Handjiev	2,4,6,7	Senior Engineer 3	\$89.72	2.55	\$228.79
AECOM	Dawn Jakiela	2,4,5,7	Sr. Project Manager	\$109.28	2.55	\$276.67
AECOM	Lennon McDuffie	2, 4-7.9	Sr. Cad Designer	\$65.56	2.55	\$167.18
AECOM	Penny McQuerrey	1,3,8	Project Administrator	\$45.27	2.55	\$115.43
AECOM	Mirely Mercader	2,4,5	Architect	\$60.42	2.55	\$154.07
AECOM	Jack Miller	2,5	Project Engineer 1	\$52.79	2.55	\$134.61
AECOM	Khalid Motiwala	1-7,10	Senior Engineer 3	\$97.51	2.55	\$248.65
AECOM	Paul Moulton	2,4,7	Senior Engineer 3	\$120.08	2.55	\$306.20
AECOM	Fernando Navarette	1 - 10	Sr. Project Manager	\$102.51	2.55	\$261.39
AECOM	William Overbeek	1,2,4-7	Senior Engineer 3	\$80.21	2.55	\$204.53
AECOM	John Rector	2,4,5,7	Senior Engineer 3	\$77.25	2.55	\$196.99
AECOM	Kelley Samuels	2,5	Project Scientist 2	\$98.63	2.55	\$251.51
AECOM	Miguel Sanchez	2,4,5,7	Architect	\$57.55	2.55	\$146.74
AECOM	Terrance Sonnenberg	2, 4-7.9	Senior Cad Designer	\$57.79	2.55	\$147.37
AECOM	David Wilcox	1-2, 4-10	Senior Engineer 3	\$105.60	2.55	\$269.27

**EXHIBIT A - RUT2391KR
PERSONNEL BILLABLE HOURLY RATES**

(Please include all positions associated with this project) Table MUST match with Project Cost Spreadsheet – Costs Shown for/Tasks by Position, Qualifications of Individuals – Shown in Schedule C Overall Project Schedules and Exhibits Must Match)

AECOM	Cherie Wolter	1-10	Project Administrator	\$36.54	2.55	\$93.19
AECOM	John Cwikowski	TBD 1-10	Engineer 1	\$37.18	2.55	\$94.81
AECOM	Josh Jeffrey	TBD 1,2,4,7	Senior Engineer 3	\$96.11	2.55	\$245.08
AECOM	Dan Eiben	TBD 2,4,5,7	Senior Engineer 3	\$80.72	2.55	\$205.84
AECOM	Max Honigfort	TBD - 2,4,5,7	Engineer 2	\$42.37	2.55	\$108.04
AECOM	Christopher Alverson	TBD 1-2, 4-10	Senior Engineer 3	\$94.08	2.55	\$239.90
AECOM	Sean Frederick	TBD 1-7,10	Senior Engineer 1	\$63.08	2.55	\$160.85
AECOM	Haireti Diluzi	TBD 2-4,7,10	Engineer 2	\$45.46	2.55	\$115.92
AECOM	Zein Hayek	TBD 1-10	Project Engineer 2	\$66.85	2.55	\$170.46



February 18, 2025

Mr. Ron Cavalieri, P.E., BCEE
Principal Engineer/Associate Vice President
AECOM
4415 Metro Parkway
Suite 404
Fort Myers, FL 33916
Ronald.cavalierie@aecom.com

RE: North-South Transfer Pump Station Survey

OBJECTIVE:

Provide Land Surveying, and Subsurface Utility Engineering (SUE) Services

SURVEY SCOPE OF SERVICE:

Route Surveying and Topographical Data:

- Establish horizontal and vertical control points for use during the data collection, and construction phases of the project. All horizontal control shall be referenced to the Florida State Plane West Zone NAD83 (2011) Datum and expressed in U.S. Standard feet. All vertical control (elevations) shall be referenced to NGVD 1929 with conversion data to NAVD 1988 and expressed in US standard feet.
- Perform a topographic survey of the pump station parcel. (see topographic coverage in Exhibit A)
- Research existing parcel geometry to depict apparent boundary in survey drawings.
- Pipeline Route Survey: Perform planimetric 2D survey of pipeline route collecting above ground utility features, stormwater elevations and limited grade elevations to support design.
- Pipeline Route Survey: Perform sufficient recovery of controlling land corners to depict right of way lines along route. (see route in Exhibit B).
- Locate (horizontally and vertically) the end of the discharge pipe in the Mackinac Canal
- Perform SUE Quality Level-B to designate and map underground utilities on the pump station parcel and the RW along the frontage of the parcel, as well as right of way to right of way along pipeline route.

EXHIBIT A - RUT2391KR

- Perform an estimated (10) SUE Quality Level-A test holes to determine precise depths and sizes of underground utilities in areas of potential design improvements. Four of which will be used to locate 36" RCP where necessary as directed by the engineer.
- Provide a Base File that contains all existing utility information, including invert elevations inside manholes, and topographic data.
- Perform (2) cross sections at the Mackinac Canal, 5' and 15' from the discharge pipe location to gather information on Canal profile.
- Perform survey on (3) geotechnical boring locations.
- Provide AutoCAD Product of Design Survey with supporting Signed and Sealed Surveyor's report.

Utility Coordination:

- Perform Utility Coordination with utilities in the area to obtain as-builts and provide as-built data to engineer.

PROFESSIONAL SURVEY FEES-LUMP SUM: \$33,920.00

Exhibit A



EXHIBIT A - RUT2391KR

Exhibit B





Successfully providing our clients and the community with quality planning, engineering and surveying since 1980.

Optional Services:

Perform a full topographic survey, right of way to right of way to support the design of pipe replacement. Survey is broken down into two areas as shown in Exhibit C and Exhibit D.

Exhibit C represents the **topographic survey from the Pump Station to the Right of Way of Pine Island Road** and will include 2 additional boring locations, and 2 additional SUE Quality Level-A Test Holes.

Proposed Fee: \$7,853.00

Exhibit D represents the **topographic survey of Pine Island Road at pipe crossing to the Mackinac Canal**. This work will include 2 additional boring location surveys and 3 additional SUE Quality Level-A Test Holes

Proposed Fee: \$12,281.00

Exhibit C



EXHIBIT A - RUT2391KR

Exhibit D

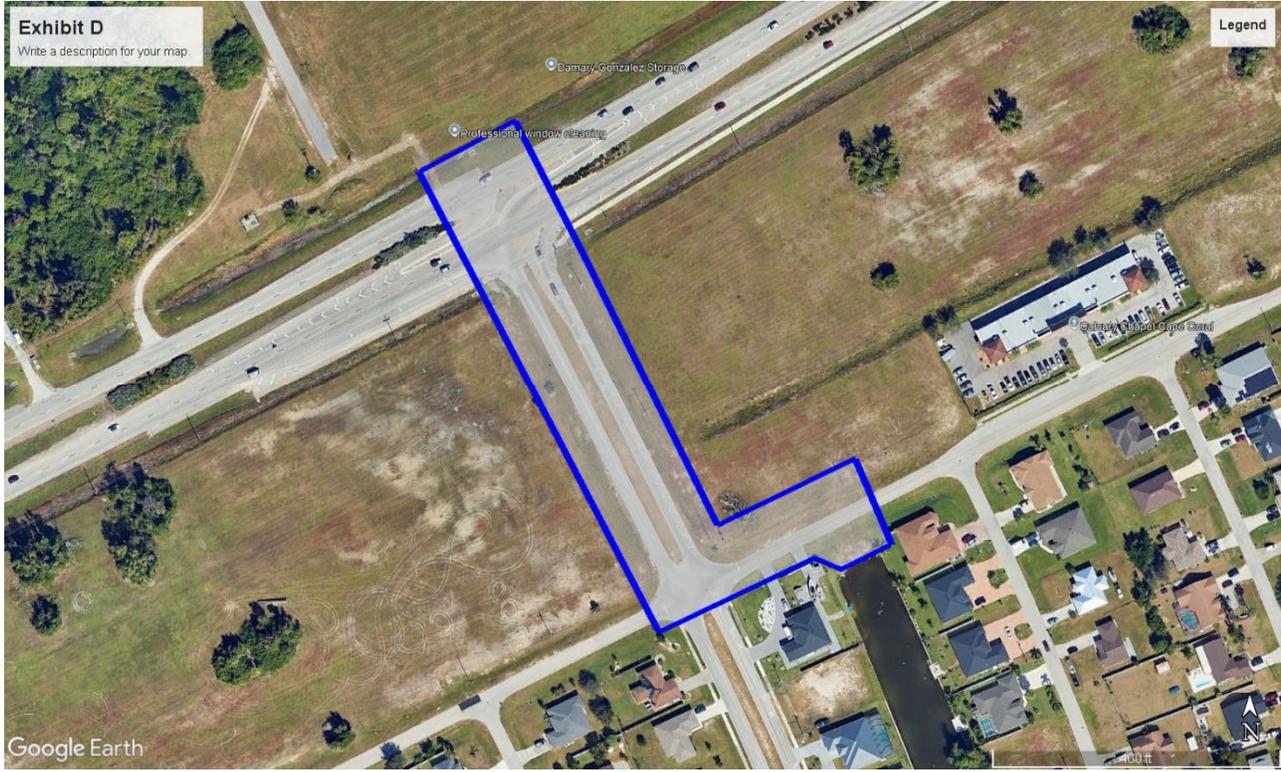




EXHIBIT A - RUT2391KR **Ardaman & Associates, Inc.**

Geotechnical, Environmental and
Materials Consultants

Revised February 19, 2025
Proposal No. 24-456R3

AECOM

4415 Metro Parkway
Fort Myers, FL 33916

Attention: Ronald R. Cavalieri, P.E., BCEE
Associate Vice President

Via E-mail: ronald.cavalieri@aecom.com

SUBJECT: Proposal for Preliminary Geotechnical Engineering Services
Proposed Electrical Building at N-S Canal Transfer Pump Station
429 NE 5th Ave.
Cape Coral, Lee County, Florida

Dear Mr. Cavalieri:

Ardaman & Associates, Inc. (Ardaman) is pleased to submit this proposal to AECOM for geotechnical engineering services related to a preliminary subsurface soil exploration for the proposed project.

PROJECT DESCRIPTION AND LOCATION

We understand that AECOM is involved with the design of improvements to the pump station, upgrades to the pump discharge line works and the proposed Horizontal Direction Drilling (HDD) for the crossing of SR78 in the proposed project. Ardaman understands that preliminary information about the subsurface soil conditions at the requested locations is needed for your design. We prepared this proposal based on the proposed site plan you previously supplied in your initial request for proposal (24-456R dated October 15, 2024, prepared for initial request) and your most recent request by email dated February 17, 2025, in which you provided details of the proposed project scope, and the planned boring depths needed for this project.

The project site is located generally west of Andalusia Blvd. and north and south of Pine Island Rd. in Cape Coral, Lee County, Florida. The parcel is identified as STRAP No. 12-44-23-C2-02397.0340. and right of way (ROW) of NE 5th Ave, SR 78 (Pine Island Rd.) and ROW of Cultural Park Blvd.

PRE- EXPLORATION TASKS

Prior to beginning our field operations, Ardaman will perform the following tasks:

- Review all available information provided by you.
- Develop a boring plan.
- Submit permit applications to the applicable permitting agencies.

- Layout the proposed test boring locations in the field.
- Submit utility tickets to Sunshine State One-Call in general accordance with Florida Statute 556.101-111 (Underground Facility Damage Prevention and Safety Act).
- Coordinate boring locations with utility companies for potential conflicts.

FIELD EXPLORATION

As the Main Task for this project, Ardaman will perform one (1) Standard Penetration Test (SPT) boring to a depth of 30 feet within the area designated for the proposed electrical building, (1) SPT boring to 30 feet near the intended site of the wet well for Pump Station No. 1, and one (1) SPT boring to 40 feet at the proposed location for the Mackinac Canal pipe discharge.

An Optional Task as per your request, Ardaman will perform additionally two (2) SPT borings to a planned depth of 80 feet planned for the crossing of SR 78 and two (2) SPT borings to 20 feet will be performed in the alignment of the pipelines from the pump station to the right of way of Pine Island Rd.

It is anticipated that casing will be needed to maintain the boreholes open during our drilling operations. The cost for casing has been added to this proposal. The proposed boring locations can be seen in the attached aerial image of the project site.

The SPT borings will be drilled using a procedure consistent with the one outlined in ASTM D-1586. The borings will be sampled at 18-inch intervals to 10 feet deep and at 5-foot intervals thereafter. Each sample will be removed from the sampler in the field and then examined and visually classified by our crew chief. Water level observations will be made in the boreholes during the drilling operation. Representative portions will be sealed and packaged for transportation to our laboratory for further analysis as required. Estimates of the unconfined compressive strength from pocket penetrometer readings in fine-grained cohesive soils will be obtained in the field and included in the boring logs.

Ardaman will use a handheld Global Positioning System (GPS) device and aerial images to stake and conduct the borings. We recommend that the project surveyor locate our borings horizontally and vertically (i.e., determine the elevation of the ground surface at the boring locations). This effort can be done prior to our field operations if needed. This information will increase the accuracy of the data obtained. We assume that the surveyor will be retained by the client to provide these services.

LABORATORY PROGRAM

In addition, routine laboratory visual classification will be performed along with specific classification tests deemed necessary (i.e., percent fines, Atterberg limits, and organic content tests).

ENGINEERING REPORT

Engineering and technical support services will also be required to analyze the data and to prepare

an engineering report. This report will present the results of our findings and provide you with recommendations for site preparation and foundation design.

ESTIMATED FEES

Based on our knowledge of the project to-date, we estimate our total fees to be **\$7,998** for the **Main Task** and **\$13,721** for the **Optional Services**. If both tasks are required, then the total budget will be **\$21,719**. Our estimated fees include the application fee related to the right of way and soil test boring permit required by the City of Cape Coral and Lee County. The attached Fee Estimate has a breakdown of our fees. If initial findings indicate that additional services are necessary, then we will contact you for authorization. The report will be digitally signed and sealed, and an electronic version will be provided in Adobe pdf format. Hard copies of the report can be provided for a cost of \$50.00 per report plus express courier service costs if requested.

TERMS AND CONDITIONS

This proposal is subject to the following terms and conditions: (1) the proposed number of borings and the boring depths will be adequate, (2) undisturbed samples and consolidation tests on fine grained soils are not budgeted into the total cost, (3) the proposed structures can be supported on conventional shallow mat foundations; if deep foundations (e.g. piles) are necessary, additional exploration and engineering evaluation may be required, (4) Ardaman will not take responsibility for damages to underground structures and/or services that are not located by Sunshine State One-Call, (5) exploration or evaluation of the environmental (ecological or hazardous/toxic material related) condition of the site and subsurface is not included, (6) this proposed exploration is a relatively shallow exploration and is not intended to be an evaluation for sinkhole potential, and (7) right of way and soil test permits are required to perform the work.

This proposal is offered for an acceptance period of 90 days following its submittal to you. After this time, the proposed costs may be subject to change. At your request, after the acceptance period has elapsed, we will re-evaluate our proposal and reissue it reflecting changes in work scope and cost, if necessary.

CLOSURE

If this proposal meets with your approval, please return a copy of the attached Project/Proposal Acceptance (PPA) form complete with client name and signature to this office as our authorization to proceed. The party whose signature appears on the acceptance form will be invoiced for our services. The specific terms and conditions stated in this proposal, as well as the General Terms and Conditions stated following the PPA form are an integral part of our proposal.

We appreciate the opportunity to offer our services to your project and look forward to working with you. Should you have any questions regarding this proposal, please do not hesitate to contact

this office.

Very truly yours,

ARDAMAN & ASSOCIATES, INC.



Amir A. Baksh
Staff Engineer

Ivan F. Sokolic, P.E.
Senior Engineer/Branch Manager

Attachments:

- Aerial Image with Planned Test Locations
- Proposal/Project Acceptance and Agreement Form
- General Conditions

Ardaman Proposal No. 24-456P2
EXHIBIT A - RUT2391KR

Project Name: Proposed Electrical Building at N-S Canal Transfer Pump Station - 429 NE 5th Ave., Cape Coral

County: Lee

Client: AECOM

Rev. Date: 2/17/2025

Fee Schedule

Item	Unit	Rate	Quantity	Sub-Total
Engineering and/or Technical Support Man-Hours				
Senior Project Manager/Engineer	Hour	\$210.00	2.00	\$420.00
Project Engineer I	Hour	\$166.00	4.00	\$664.00
Staff Engineer	Hour	\$107.00	3.00	\$321.00
Permit / Field Coordinator	Hour	\$100.00	1.50	\$150.00
Senior Engineering Technician	Hour	\$94.00	2.00	\$188.00
Technical Draftsperson II	Hour	\$88.00	2.00	\$176.00
Engineering Technician	Hour	\$75.00	2.00	\$150.00
Technical Secretary	Hour	\$74.00	1.00	\$74.00
Engineering Man-Hours - Sub-Total:				\$2,143.00
Pay Items				
1.0 MOBILIZATION				
1.2a Mob./Demobilization Truck-Mounted Drill Rig (Sites up to 25 miles from Office)	Each	\$470.00	1	\$470.00
1.5b Support Vehicle (Sites up to 25 miles from Office)	Day	\$240.00	1	\$240.00
2.0 STANDARD DRILLING				
2.1 Auger Borings - Truck-Mounted Drill Rig	ft	\$15.50	0	\$0.00
2.3 Standard Penetration Test (SPT) Borings (ASTM D-1586) in Soil (N-Values <50) - Truck-Mounted Drill Rig				
2.3.1 SPT from surface to 25 feet - Truck-Mounted Drill Rig	ft	\$23.30	75	\$1,747.50
2.3.2 SPT from 25 to 50 feet - Truck-Mounted Drill Rig	ft	\$25.90	25	\$647.50
2.3.3 SPT from 50 to 100 feet - Truck-Mounted Drill Rig	ft	\$29.00	0	\$0.00
2.5 Furnish, Install and Remove Casing (up to 4-inch) - Truck-Mounted Drill Rig				
2.5.1 Casing - from surface to 50 feet - Truck-Mounted Drill Rig	ft	\$13.80	20	\$276.00
4.0 OTHER CHARGES				
4.1 Clearing (minor), Difficult Access, Moving Between Holes, and Set-up	Crew Hr	\$280.00	2	\$560.00
4.2 Grouting and Sealing (plus cement)	Crew Hr	\$300.00	2	\$600.00
4.4a Soil Test Boring Permits (required by Lee County) (Cost+15%)	Permit	\$237.00	2	\$474.00
4.4c Right of Way Permits (required by City of Cape Coral) (Cost+15%)	Permit	\$144.00	1	\$144.00
4.5 Cement – 47 lbs.	Bag	\$15.90	10	\$159.00
9.0 SOIL CLASSIFICATION TESTS				
9.1 Moisture Content (ASTM D-2216)	Each	\$22.00	3	\$66.00
9.2 Organic Content (ASTM D 2974)	Each	\$47.00	1	\$47.00
9.4 Sieve Analysis (ASTM D-421, D-422)	Each	\$70.00	1	\$70.00
9.5 Percent Fines (ASTM D-1140)	Each	\$50.00	4	\$200.00
9.8 Atterberg Limits (ASTM D-4318)	Set	\$154.00	1	\$154.00
Pay Items - Sub-Total:				\$5,855.00
Total Estimated Fees:				\$7,998.00

Project Name: Proposed Electrical Building at N-S Canal Transfer Pump Station - 429 NE 5th Ave., Cape Coral**County:** Lee**Client:** AECOM**Rev. Date:** 2/17/2025**Fee Schedule**

Item	Unit	Rate	Quantity	Sub-Total
Engineering and/or Technical Support Man-Hours				
Senior Project Manager/Engineer	Hour	\$210.00	2.00	\$420.00
Project Engineer I	Hour	\$166.00	8.00	\$1,328.00
Staff Engineer	Hour	\$107.00	10.00	\$1,070.00
Permit / Field Coordinator	Hour	\$100.00	2.00	\$200.00
Senior Engineering Technician	Hour	\$94.00	5.00	\$470.00
Technical Draftsperson II	Hour	\$88.00	4.00	\$352.00
Engineering Technician	Hour	\$75.00	5.00	\$375.00
Technical Secretary	Hour	\$74.00	3.00	\$222.00
Engineering Man-Hours - Sub-Total:				\$4,437.00
Pay Items				
1.0 MOBILIZATION				
1.2a Mob./Demobilization Truck-Mounted Drill Rig (Sites up to 25 miles from Office)	Each	\$470.00	1	\$470.00
1.5b Support Vehicle (Sites up to 25 miles from Office)	Day	\$240.00	1	\$240.00
2.0 STANDARD DRILLING				
2.1 Auger Borings - Truck-Mounted Drill Rig	ft	\$15.50	0	\$0.00
2.3 Standard Penetration Test (SPT) Borings (ASTM D-1586) in Soil (N-Values <50) - Truck-Mounted Drill Rig				
2.3.1 SPT from surface to 25 feet - Truck-Mounted Drill Rig	ft	\$23.30	90	\$2,097.00
2.3.2 SPT from 25 to 50 feet - Truck-Mounted Drill Rig	ft	\$25.90	50	\$1,295.00
2.3.3 SPT from 50 to 100 feet - Truck-Mounted Drill Rig	ft	\$29.00	60	\$1,740.00
2.5 Furnish, Install and Remove Casing (up to 4-inch) - Truck-Mounted Drill Rig				
2.5.1 Casing - from surface to 50 feet - Truck-Mounted Drill Rig	ft	\$13.80	40	\$552.00
4.0 OTHER CHARGES				
4.1 Clearing (minor), Difficult Access, Moving Between Holes, and Set-up	Crew Hr	\$280.00	2	\$560.00
4.2 Grouting and Sealing (plus cement)	Crew Hr	\$300.00	2	\$600.00
4.4a Soil Test Boring Permits (required by Lee County) (Cost+15%)	Permit	\$237.00	2	\$474.00
4.4c Right of Way Permits (required by City of Cape Coral) (Cost+15%)	Permit	\$144.00	2	\$288.00
4.5 Cement - 47 lbs.	Bag	\$15.90	20	\$318.00
9.0 SOIL CLASSIFICATION TESTS				
9.1 Moisture Content (ASTM D-2216)	Each	\$22.00	6	\$132.00
9.2 Organic Content (ASTM D 2974)	Each	\$47.00	2	\$94.00
9.4 Sieve Analysis (ASTM D-421, D-422)	Each	\$70.00	1	\$70.00
9.5 Percent Fines (ASTM D-1140)	Each	\$50.00	4	\$200.00
9.8 Atterberg Limits (ASTM D-4318)	Set	\$154.00	1	\$154.00
Pay Items - Sub-Total:				\$9,284.00
Total Estimated Fees:				\$13,721.00

ATTACHMENTS

Ardaman Proposal No. 24-456R2

EXHIBIT A - RUT2391KR

Proposed Electrical Building at N-S Canal Transfer Pump Station - 429 NE 5th Ave., Cape Coral



Legend
◆ Proposed SPT Boring Location

0 250 500 Feet

1000 ft





PROPOSAL/PROJECT ACCEPTANCE AND AGREEMENT

PROJECT INFORMATION:

Client Name:
Project Name: Proposed Electrical Building at N-S Transfer Pump Station
Project Location: Cape Coral, Lee County, Florida
Proposal Number and Date: 24-456R3 - Revised February 19, 2025
Description of Services: Subsurface Soil Exploration & Geotechnical Engineering Services
Estimated Fee: Main Task (\$7,998) and Opt. Task (\$13,721) or Total for Both Tasks (\$21,719)

PROPERTY OWNER IDENTIFICATION:

Name:
Property Identification Number:
Address:
City/State: Zip Code: Phone:
Attention: Title:

SPECIAL INSTRUCTIONS:

PAYMENT TERMS:

Payment shall be due within 30 days after date of each periodic invoice. Interest at the rate of 18% per annum (or the highest rate allowable by law) shall accrue on all amounts not paid within 30 days after date of invoice. All attorney fees and expenses associated with collection of past due invoices will be paid by Client. Timely payment of Ardaman & Associates, Inc.'s ("A&A") invoices is a condition precedent to any claim against A&A and the failure to timely pay any invoice shall constitute a waiver of any and all claims arising from or related to A&A services, including but not limited to the services described in this Proposal.

PROPOSAL ACCEPTANCE:

The Terms and Conditions of this Proposal, including the General Conditions appearing on the following pages of this Proposal, are incorporated herein by reference. No terms or conditions other than those contained herein, and no agreement or understanding, oral or written, purporting to modify these Terms and Conditions, whether contained in Client's purchase forms or construction documents or elsewhere, are binding on A&A unless signed by an authorized representative of A&A. In the event Client directs A&A to proceed with its Work prior to executing this Proposal Acceptance, such direction shall constitute deemed acceptance of this Proposal.

Accepted this _____ day of _____, 2025.

(Print or type individual, firm or corporate body name)

(Signature of authorized representative)

(Print or type name of authorized representative and title)

BILLING ADDRESS OF SIGNEE (include phone and fax number: _____)

Phone: _____

Fax/Email: _____

Parties And Scope Of Work – A&A shall include said company and any subsidiary or affiliate performing the Work. “Work” means the specific services to be performed by A&A as set forth in A&A’s proposal as well as any additional services requested or accepted by Client. “Client” refers to the person or business entity ordering the Work to be done by A&A. If the Client is ordering the Work on behalf of a third party or intends to provide A&A’s Work to induce a third party’s reliance, Client shall disclose the identity of such third party to A&A in writing before the commencement of A&A’s Work hereunder. In the event Client fails to disclose the identity of such third party prior to commencement of A&A’s Work, A&A will owe no legal duty to such third party unless the third party negotiates and obtains a written reliance letter from A&A. Client agrees that A&A’s professional duties are specifically limited to the Work as set forth in A&A’s proposal. The Client assumes sole responsibility for determining whether the quantity and the nature of the Work ordered by the Client is adequate and sufficient for the Client’s intended purpose. A&A’s Work is for the exclusive use of Client. In no event shall A&A owe any legal duty to any third party (including, but not limited to, assignees, successors in interest and subsequent purchasers) unless those third parties are disclosed by Client in accordance with this paragraph and those third parties accept these General Conditions.

On-Call Services – In the event A&A is retained to perform construction materials testing (“CMT”), including but not limited to proctor and soil density tests, concrete tests, etc., on an On-Call basis such that A&A is not retained to perform continuous observations of construction, Client assumes sole responsibility for determining the type, location and frequency of sampling and testing. In such On-Call testing, A&A’s test results are only representative of conditions at the test location and elevation, and different conditions may exist at other locations and other elevations. Furthermore, in the event Client fails to properly determine the location or frequency of sampling and testing, under no circumstances will A&A assume that duty by performing its CMT services.

Right-of-Entry – Unless otherwise agreed, Client will furnish right-of-entry on the property for A&A to make the planned borings, surveys, and/or explorations. A&A will take reasonable precautions to minimize damage to the property caused by its equipment and sampling procedures, but the cost of restoration or damage which may result from the planned operations is not included in the contracted amount.

Damage to Existing Man-made Objects – It shall be the responsibility of the Client to disclose the presence and accurate location of all hidden or obscure man-made objects relative to field tests, sampling, or boring locations. Client waives any claim against A&A and A&A’s subcontractors arising from any damage to existing man-made objects. In addition, Client shall defend, indemnify and hold A&A and A&A’s subcontractors harmless from any third party claim arising from damage to existing man-made objects. Client’s obligation to indemnify for such third party claims is limited to \$1,000,000 per occurrence which the parties agree bears a reasonable relationship to this Agreement.

Limitation of Liability - A&A shall perform services for Client in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of competent consultants practicing in the same or a similar locality as the project. In the event any portion of the services fails to comply with this obligation and A&A is promptly notified in writing prior to one year after completion of such portion of the services, A&A will re-perform such portion of the services, or if re-performance is impracticable, A&A will refund the amount of compensation paid to A&A for such portion of the services. In no event shall A&A be liable for any special, indirect, incidental, or consequential damages. The remedies set forth herein are exclusive and the total liability of A&A whether in contract, tort (including negligence whether sole or concurrent), or otherwise arising out of, connected with or resulting from any and all services provided by A&A, including but not limited to the Work, shall not exceed the total fees paid by Client or \$50,000.00, whichever is less.

PURSUANT TO §558.0035, FLORIDA STATUTES, A&A’S INDIVIDUAL EMPLOYEES AND/OR AGENTS MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THEIR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT.

Sampling or Testing Location – Unless specifically stated to the contrary, the unit fees included in this proposal do not include costs associated with professional land surveying of the site or the accurate horizontal and vertical locations of tests. Field tests or boring locations described in our report or shown on our sketches are based on specific information furnished to us by others or estimates made in the field by our technicians. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated in the report.

Sample Handling and Retention – Generally test samples or specimens are consumed and/or substantially altered during the conduct of tests and A&A, at its sole discretion, will dispose (subject to the following) of any remaining residue immediately upon completion of test unless required in writing by the Client to store or otherwise handle the samples. (a) NON HAZARDOUS SAMPLES: At Client’s written request, A&A will maintain preservable test samples and specimens or the residue therefrom for thirty (30) days after submission of A&A’s report to Client free of storage charges. After the initial 30 days and upon written request, A&A will retain test specimens or samples for a mutually acceptable storage charge and period of time. (b) HAZARDOUS OR POTENTIALLY HAZARDOUS SAMPLES: In the event that samples contain substances or constituents hazardous or detrimental to human health, safety or the environment as defined by federal, state or local statutes, regulations, or ordinances (“Hazardous Substances” and “Hazardous Constituents”, respectively), A&A will, after completion of testing and at Client’s expense: (i) return such samples to Client; (ii) using a manifest signed by Client as generator, will have such samples transported to a location selected by Client for final disposal. Client agrees to pay all costs associated with the storage, transport, and disposal of such samples. Client recognizes and agrees that A&A is acting as a bailee and at no time does A&A assume title of said waste.

Discovery of Unanticipated Hazardous Materials – Hazardous materials or certain types of hazardous materials may exist at a site where there is no reason to believe they could or should be present. A&A and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. A&A and Client also agree that the discovery of unanticipated hazardous materials may make it necessary for A&A to take immediate measures to protect health and safety. A&A agrees to notify Client as soon as practicable should unanticipated hazardous materials or suspected hazardous materials be encountered. Client encourages A&A to take any and all measures that, in A&A’s professional opinion, are justified to preserve and protect the health and safety of A&A’s personnel and the public. Client agrees to compensate A&A for the additional cost of working to protect employees’ and the public’s health and safety. In addition, Client waives any claim against A&A arising from A&A’s discovery of unanticipated hazardous materials or suspected hazardous materials.

Indemnification – Client agrees to defend, indemnify and save harmless A&A from all claims, including negligence claims, suits, losses, personal injuries, death and property liability resulting from the actions or inactions of Client, Client’s contractors, representatives, agents and employees.

Assignment – Client hereby agrees that this Agreement shall not be assignable by Client without A&A’s written consent.

Legal Jurisdiction – The parties agree that any litigation shall only be brought in a court of competent jurisdiction located in Orlando, Orange County, Florida. All causes of action, including but not limited to actions for indemnification and contribution, arising out of A&A’s Work shall be deemed to have accrued and the applicable statutes of limitation, which are unaltered by this provision, shall commence to run not later than the date of issuance of A&A’s final invoice for the Work. Each of the parties hereto **irrevocably waives any and all right to trial by jury in any legal proceeding arising out of or relating to this agreement.**

Compliance With Laws - A&A shall perform its services consistent with the applicable standard of care and endeavor to incorporate laws, regulations, codes, applicable at the time the work is performed. In the event that standards of practice change during the Project, A&A shall be entitled to additional compensation where additional services are needed to conform to the standard of practice. Both A&A and the Client shall abide by all local, state, and federal regulations and laws, the U.S. Foreign Corrupt Practices Act, UK Bribery Act and other laws as may apply.

Termination - A&A may terminate this Agreement with cause for non-payment of invoices upon fourteen (14) days written notice.

Force Majeure - A&A shall not be held responsible for any delay or failure in performance caused by fire, flood, explosion, war, strike, embargo, government requirement, civil or military authority, acts of God, pandemic, epidemic, government shutdowns, act or omission of subcontractors, carrier, clients or other similar causes beyond its control.

Drafting and Severability – This Agreement has been drafted by all Parties hereto and shall not be construed against one Party or in favor of any other Party. In the event that any provision of this Agreement is held invalid, the remainder of this Agreement shall be fully enforceable.

EXHIBIT A - RUT2391KR

1888 NW 22nd Street
(239) 337-9385



Pompano Beach, FL, 33069
shenandoahus.com

DATE: May 09, 2024
SUBMITTED TO: AECOM
STREET: 4415 Metro Pkwy Suite #404
CITY, STATE & ZIP: Fort Myers, FL 33916
PHONE:
FAX:
EMAIL: rene.brito@aecom.com
JOB NAME: City of Cape Coral N-S Transfer PS
CCTV of 36" RCP
ATTENTION: Rene L. Brito

PROPOSAL #P34439

We propose to furnish a crew and all necessary equipment to Phase 1
Phase 1- PS to MH #1 (North of Pine Island Road)

- 1) Install plug on 36" pipe heading South.
- 2) Pump water from MH #1 (northernmost MH) to MH #2 leaving 36" from PS collection box to MH #1 available for CCTV inspection.
- 3) Estimated length from PS collection box to MH #1 -900LF
- 4) Estimated length from MH #1 to MH #2- 140LF

Phase 2- MH #1 to canal discharge

- 1) Install plug in MH #1 on the 36" piping exiting to South.
- 2) Install masonry plug with 6" flow thru pipe for suction hose connection in pipe discharging into canal. (Will need to set up over night before pump down) Divers will remove masonry plug after video inspection
- 3) Pump water from MH #2 to MH #1 and set up a second pump at PS collection box to pump water into canal feeding PS.
- 4) CCTV inspect 36" RCP from MH #1 to canal.
- 5) Estimated distances:
 - a) MH #1 to MH #2- 140LF
 - b) MH #2 to 90 turn to south crossing Pine Island Road- 150LF
 - c) 90 turn to canal discharge point- 1,090LF. After crossing pine Island Road there's an additional two 90deg turns prior to the canal outfall with no manhole access (see City Provided Drawings).

at the above mentioned job location. This work will be performed at our following hourly and/or unit prices:

Video Equipment (CCTV Truck) Phase 1: includes support truck, plug, pump, fuel surcharge, enviromental fee,	(at \$4,550.00 LS)	1 LS	\$4,550.00
Video Equipment (CCTV Truck) Phase 2: includes support truck, plug, pump, fuel surcharge, enviromental fee, divers to install and remove masonry plug, plug materials	(at \$16,500.00 LS)	1 LS	\$16,500.00
Dive Crew Phase 2: option 2. Includes divers and video of MH #2 to Discharge point at canal while pipe surcharged	(at \$4,750.00 LS)	1 LS	\$4,750.00

Estimated Total: \$25,800.00

Vac truck not included

NOTE: This proposal is for televising pipe only. The possibility exist that to much material may be encountered for camera to pass, therefore requiring pipe and/or structure cleaning. Hourly rate and disposal fee above will apply if this occurs. However, we are not responsible for problems occurring during or after cleaning due to pre-existing condition, original installation or design.

This proposal may be withdrawn if not accepted within 30 days. Payment terms are COD (cash delivery) or Credit Card payment prior to job scheduling.

(If we encounter an Insurance compliance fee requirement, this fee will be invoiced in addition to the above rates.)

1888 NW 22nd Street
(239) 337-9385



Pompano Beach, FL, 33069
shenandoahus.com

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Price above is only an estimate of foreseen conditions. Unforeseen conditions can affect the amount of time to complete the work, therefore increasing or decreasing estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Unless noted above engineering, permits, testing and bonds are not included in the pricing. Owner is to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. Parties to this proposal/contract expressly waive all tort claims against each other and limit their remedies to breach of contract. All invoices will be subject to an Environmental Surcharge of \$30.00 and the following fuel surcharge rates: CCTV Truck \$60/Day, Vac Truck \$90.00/Day, Combo Vac & CCTV Truck \$120.00/Day, Vac & Support Truck \$90.00/Day. One way travel time, 4-hr minimum charge will be applied to any hourly rate proposals and same day job cancellations.

SIGNATURE:

SHENANDOAH GENERAL CONSTRUCTION CO.
Bridgette Sabio

TITLE
Estimator

DATE
05/09/2024

ACCEPTANCE OF PROPOSAL / SIGN & RETURN

The above prices, specification and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

SIGNATURE: _____

COMPANY NAME:
REPRESENTATIVE:

DATE:
TITLE:

EXHIBIT A - RUT2391KR



October 16, 2024

Mr. Ronald R. Cavalieri
AECOM
4415 Metro Parkway, Suite 404
Fort Myers, Florida 33916

RE: North-South Transfer Pump Station Rehab
Environmental Permitting
Project No. 22AEC3915

Dear Ronald:

Passarella & Associates, Inc. (Consultant) is pleased to offer the following services to AECOM (Client) for North-South Transfer Pump Station Rehab, an approximately 0.4± mile-long utility project located in Section 12, Township 44 South, Range 23 East, Lee County, Florida. The services to be provided are as follows:

<u>Task</u>	<u>Description</u>	<u>Cost</u>
I. Field Data Collection		
1.0	Florida Land Use, Cover and Forms Classification System (FLUCFCS) Map	\$4,100.00
1.1	Conduct site visit to map property.	
1.2	Prepare FLUCFCS map in AutoCAD Map 3D 2021 format.	
2.0	Listed Species Survey	\$5,000.00
2.1	Conduct listed species survey.	
2.2	Identify on aerial photograph the location of observed listed species.	
2.3	Prepare report summarizing results of survey.	
II. Environmental Permitting		
3.0	Florida Department of Environmental Protection (FDEP) General Permit Notification Letter	\$4,900.00
3.1	Prepare FDEP notification letter for the use of a General Permit for Installation, Maintenance, Repair, and Removal of Utility Lines.	
3.2	Coordinate preparation of letter with Project team.	
4.0	FDEP General Permit Review	\$3,500.00
4.1	Prepare environmental responses to two requests for additional information from FDEP.	
4.2	Coordinate Project review with FDEP staff.	

Offices in Florida and South Carolina

EXHIBIT A - RUT2391KR

Mr. Ronald R. Cavaliere
October 16, 2024
Page 2

<u>Task</u>	<u>Description</u>	<u>Cost</u>
III. General Consultation, Meetings, and Reimbursables		
5.0	General Consultation and Meetings	\$1,000.00
5.1	Prepare for and attend one meeting or site review with agency staff.	
5.2	Attend one meeting or conference call with Client and Project team.	
99.0		\$ 500.00

The following assumptions were used for the development of Consultant's work scope and costs:

- Consultation with the U.S. Fish and Wildlife Service will not be required.
- Project will qualify for FDEP General Permit No. 62-330.453 General Permit for Installation, Maintenance, Repair, and Removal of Utility Lines.
- The Project will be permitted in its entirety versus multiple phases.
- Project will not require a State or COE 404 permit.
- Work scope does not include additional wildlife surveys (beyond those specifically identified in the work scope) that may be required by the permitting agencies.
- Any wildlife permitting required will be addressed under a separate scope of work.

The total fee for Tasks 1.0, 2.0, 3.0, 4.0, 5.0, and 99.0 is nineteen thousand dollars (\$19,000.00). Invoicing will be monthly based on percentage of the work completed.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

PASSARELLA & ASSOCIATES, INC.


Kenneth C. Passarella
President

KP/ab

EXHIBIT B - RUT2391KR

PRICE PROPOSAL: AECOM Technical Services, Inc.

Table Rate >	332.20	261.39	269.27	190.92	160.40	234.10	302.05	248.65	160.95	306.20	228.79	196.99	208.36	204.53	154.07	146.74	264.91	251.51	134.61	167.18	147.37	278.67	115.43	93.19											
Raw Rate >	159.27	102.51	105.60	74.87	62.90	91.90	118.45	97.51	63.12	120.08	99.72	77.25	81.71	80.21	60.42	57.55	103.89	98.63	52.79	65.56	67.79	109.28	45.27	36.54											
OH Multiplier (with profit) >	2.55	2.55	2.55	2.55	2.55	2.55	2.55	2.55	2.55	2.55	2.55	2.55	2.55	2.55	2.55	2.55	2.55	2.55	2.55	2.55	2.55	2.55	2.55	2.55											
Project Name: North-South Transfer Pump Station Rehabilitation																																			
Project Tasks	Total Labor Hrs	Principal in Charge Ronald Cavalleri	Senior Project Manager Fernando Navarrete	Senior Engineer 3 David Wilcox	Senior Engineer 2 Kurt Allgrim	Project Engineer 2 Rene Brito	Construction Manager 2 Carolyn Bonaventura	Senior Engineer 3 Don DeAngelis	Senior Engineer 3 Khalid Motwala	Senior Engineer 1 Brian Boen	Senior Engineer 3 Paul Moulton	Senior Engineer 3 Roshu Handjler	Senior Engineer 3 John Hector	Senior Engineer 3 Steve Bazor	Senior Engineer 3 William Overbeek, PE	Architect Mirely Mercado	Architect Miguel Sanchez	Senior Engineer 3 Phi Bolognanni	Project Scientist 3 - Permitting Kelly Samuels	Project Engineer 1 Jack Miller	Sr. CAD Designer Lemon McDuffie	Senior CAD Designer Terrence Sonnenberg	Sr. Project Manager DA/DC Dawn Jakela	Project Administrator Penny McQuerry	Project Administrator Cherie Wolter	Labor	Topography	Geotechnical	Endangered/ Protected Species Survey/ Permit Coord	CCTV Inspection	Public Outreach	ODCs	TASK TOTAL FEE		
3.0 Project Management	55	1	12	8	0	16	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	12	6	10,134	0	0	0	0	0	0	10,134		
1.1.3 Subconsultant Coordination and Administration	37	1	4			16																		12	4										
1.1.4 Monthly Reporting and Invoicing (6/30 months)	18		8	8																				2	2										
7.0 Limited Construction Phase Services	292	4	19	39	3	24	0	0	6	13	0	26	2	42	46	0	4	0	0	0	4	40	0	20	58,320	0	0	0	0	0	0	4,500	62,820		
7.3 Clarifications and Interpretations	30	2	2	3	3					4		4	2	4	4		2							4	4										
7.5 General Consultation and Advice	33	1	4	5	2					3		4		4	4		2							4	4										
7.8 Review of Pay Apps - (6/15)	11		1	2		2																		6	6										
7.9 Substantial Completion - Site Inspection, List of Deficiencies, Certificate of SC	33	1	2	4	2					2		2		6	8									6	6								1,000		
7.10 Final Completion - Site inspection and Certificate of Construction Completion	25	1	2	4	2									6	8									2	2								1,000		
Record Drawings - 2 hours per drawing (1hr Eng + 1hr CADD) General/Civil (10); Arch (0); Land S (2); Struc (6) Proc (5); Bldg Mech (0); Elec (7); I&C (4) = Total of 34	68		2	2		4					6																								
7.11 Periodic Site Inspections												2		4	4							4													
7.12 Civil (1); Arch (0); Struc (1) Proc (2); Bldg Mech (0); Elec (1); I&C (1) = Total of 6	44	1	4	8		3				4		8		8	8																			2,500	
7.13 Startup, Commissioning and Training	48		2	12		6						6		10	10										2	2									
8 Public Outreach	7	0	1	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	2	1,217	0	0	0	0	0	0	0	4,500	1,217	
8.1 Public Outreach - Allowance			1	2																			2	2											
RAW RATE DOLLARS (unburdened)	651	3,280	5,174	225	2,516	0	0	585	821	0	2,333	155	3,432	3,689	0	230	0	0	0	0	262	2,312	0	634	1,023	27,322	0	0	0	0	0	4,500	74,171		
BILL RATE DOLLARS (burdened)	1,661	8,364	13,194	573	6,416	0	0	1,492	2,092	0	5,949	394	8,751	9,408	0	587	0	0	0	0	669	5,895	0	1,616	2,609	69,671	0	0	0	0	0	4,500	74,171		
	2.24%	11.28%	17.79%	0.77%	8.65%	0.00%	0.00%	2.01%	2.82%	0.00%	8.02%	0.53%	11.80%	12.68%	0.00%	0.79%	0.00%	0.00%	0.00%	0.00%	0.90%	7.95%	0.00%	2.18%	3.52%	0.00%	0.00%	0.00%	0.00%	0.00%	6.07%				

EXHIBIT B - RUT2391KR

		Years 1 and 2	Year 3	
Task 1	Project Management	66,975	10,134	77,108
Task 2	Preliminary Design Report	158,847		
Task 3	Field Survey, SUE, and Geotech Investigation	46,900		
Task 4	Detailed Design	317,954		
Task 5	Permitting	43,622		
Task 6	Bidding Assistance & City Council Meeting	16,236		
Task 7	Construction Phase Services	164,177	62,820	226,997
Task 8	Public Outreach - Allowance	14,682	1,217	15,899
Total		829,392	74,171	903,563
Optional Task 9	Design of Slip lining of 36 inch gravity pipe, shop drawing review and preparation of record drawings	38,780		
Optional Task 10	Design of expanded wet well at PS #1, shop drawing review and preparation of record drawings	27,494		
Optional Task 11	Design of new DIP discharge pipe	106,464		1,076,301

Optional task 11	assume 6 drawings				300
	Design	50 per sheet = 300	CADD	23.3/sht	140
			Dave	6/sht	36
			Bozho	10/sht	60
			Rene	8/sht	48
			Proj Manager	2/sht plus	16
	shop Drawings	Assume 10 at 6 per each = 60			
	Record drawings	2 per sheet = 12 hours			
	Coordination	22 hours			

EXHIBIT C - RUT2391KR

E. SCHEDULE

Services described here will commence upon receipt by CONSULTANT of a Notice-to-Proceed and executed Work Order from the CITY. The estimated delivery dates for the deliverables indicated in the Scope of Work are as follows and as noted in the schedule provided as Attachment A.

TASK	PROJECT MANAGEMENT	DAYS FROM NTP
1	Project Management	910
2	Preliminary Design Report	90
3	Field Survey, SUE, and Geotechnical Investigation	120
4	Detailed Design	365
5	Permitting	300
6	Bidding Assistance & City Council Meeting	455
7	Construction Phase Services	910
8	Public Outreach	910

CONSULTANT will observe the time limitations as set forth herein. CONSULTANT will not be responsible for delays beyond CONSULTANT's control, including delays caused by: (1) delays in receiving information from others except CONSULTANT's SUBCONSULTANTS; and (2) delays in obtaining subsequent authorization, approvals, and review comments from the COUNTY and other governmental agencies. If such a delay should occur, the schedule will be updated and adjusted as mutually agreed upon by CONSULTANT and the CITY.

EXHIBIT D - RUT2391KR

(Please include all positions associated with this project) Table MUST match with Project Cost Spreadsheet – Costs Shown for/Tasks by Position, Qualifications of Individuals – Shown in Schedule C Overall Project Schedules and Exhibits Must Match)

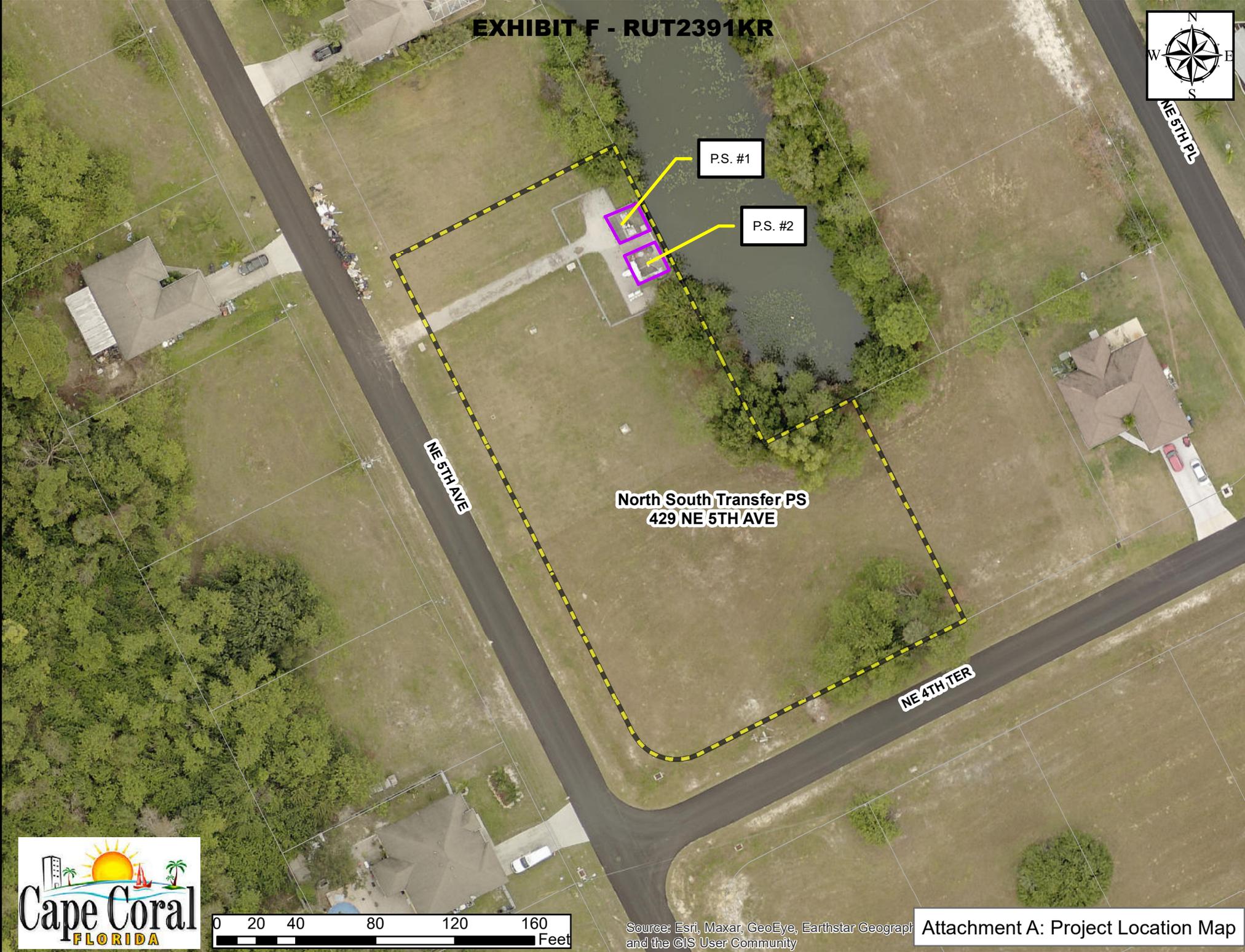
Firm Name	Employee Name	Task(s) Associated	Billing Title	Actual Payroll Hourly Rates	Burden Rate	Billable Hourly Rate - Years 1 & 2	Billable Hourly Rate - Year 3
AECOM	Ronald Cavalieri	1,2,4,6,7,11	Principal in Charge	126.48	2.55	322.52	332.20
AECOM	Fernando Navarrete	1 through 11	Senior Project Manager	99.52	2.55	253.78	261.39
AECOM	David Wilcox	1 through 11	Senior Engineer 3	102.52	2.55	261.43	269.27
AECOM	Kurt Ahlgrim	1,2,4,7	Senior Engineer 2	72.69	2.55	185.36	190.92
AECOM	Rene Brito	1,2,3,4,5,6,7,9,11	Project Engineer 2	61.07	2.55	155.73	160.40
AECOM	Carolyn Bonaventura	4	Construction Manager 2	89.13	2.55	227.28	234.10
AECOM	Don DeAngelis	2,4	Senior Engineer 3	115.00	2.55	293.25	302.05
AECOM	Khalid Motiwala	1,2,3,4,5,6,7,10	Senior Engineer 3	94.67	2.55	241.41	248.65
AECOM	Brian Boen	2,3,4,6,7,10	Senior Engineer 2	61.28	2.55	156.26	160.95
AECOM	Paul Moulton	2,4,7	Senior Engineer 3	116.58	2.55	297.28	306.20
AECOM	Bozho Handjiev	2,4,6,7,11	Senior Engineer 3	87.11	2.55	222.13	228.79
AECOM	John Rector	2,4,5,7	Senior Engineer 3	75.00	2.55	191.25	196.99
AECOM	Steve Bazor	1,2,4,5,6,7	Senior Engineer 3	79.33	2.55	202.29	208.36
AECOM	William Overbeek, PE	1,2,4,5,6,7	Senior Engineer 3	77.87	2.55	198.57	204.53
AECOM	Mirely Mercader	2,4,5	Architect	58.66	2.55	149.58	154.07
AECOM	Miguel Sanchez	2,4,5,7	Architect	55.87	2.55	142.47	146.74
AECOM	Phil Bongiovanni	1,2,4,7	Senior Engineer 3	100.86	2.55	257.19	264.91
AECOM	Kelly Samuels	2,5	Project Scientist 2	95.76	2.55	244.19	251.51
AECOM	Jack Miller	2,5	Engineer 2	51.25	2.55	130.69	134.61
AECOM	Lennon McDuffie	2,4,5,6,7,9,11	Sr. CAD Designer	63.65	2.55	162.31	167.18
AECOM	Terrence Sonnenberg	2,4,5,6,7,9,11	Senior Cadd Designer	56.11	2.55	143.08	147.37
AECOM	Dawn Jakiela	2,4,5,7,11	Sr. Project Manager	106.10	2.55	270.56	278.67
AECOM	Penny McQuerrey	1,3,8	Project Administrator	43.95	2.55	112.07	115.43
AECOM	Cherie Wolter	1 through 11	Project Administrator	35.48	2.55	90.47	93.19
AECOM	Andrew Detwiler	TBD 1,2,4,7,11	Senior Engineer 3	107.37	2.55	273.79	282.01
AECOM	John Cwikowski	TBD 1-11	Engineer 1	36.10	2.55	92.06	94.82
AECOM	Josh Jeffrey	TBD 1,2,4,7,11	Senior Engineer 3	93.31	2.55	237.94	245.08
AECOM	Dan Eiben	TBD 2,4,5,7	Senior Engineer 3	78.37	2.55	199.84	205.84
AECOM	Max Honigfort	TBD 2,4,5,7,11	Engineer 2	41.14	2.55	104.91	108.05
AECOM	Christopher Alverson	TBD 1,2,4-11	Senior Engineer 3	91.34	2.55	232.92	239.90
AECOM	Sean Frederick	TBD 1-7,10,11	Senior Engineer 1	61.24	2.55	156.16	160.85
AECOM	Haireti Diluzi	TBD 2-4,7,10,11	Engineer 2	44.14	2.55	112.56	115.93
AECOM	Zein Hayek	TBD 1-11	Project Engineer 1	64.90	2.55	165.50	170.46
AECOM	Abby Alvarado	TBD 1,2,4,5,6,7	Engineer 1	37.39	2.55	95.34	98.20
AECOM	Johandry Franco	TBD 2,4,5,7	Engineer 2	52.88	2.55	134.84	138.89
AECOM	Amy Walker	TBD 2,4,5,6,7,9,11	Senior Cadd Designer	45.49	2.55	116.00	119.48
AECOM	Thanh Pham	TBD 1,2,4,5,6,7	Engineer 1	35.11	2.55	89.53	92.22
AECOM					2.55	0.00	0.00
AECOM					2.55	0.00	0.00
AECOM					2.55	0.00	0.00
AECOM					2.55	0.00	0.00
AECOM					2.55	0.00	0.00

EXHIBIT E - RUT2391KR**AECOM Technical Services Inc.
REIMBURSABLE EXPENSES**

Reimbursable Expenses	
ITEM	BASIS OF CHARGE
Telephone (Long Distance)	Actual Cost for Specific Need
Postage and Shipping	Actual Cost for
*WHEN APPROVED (OUT OF TOWN): Commercial Air Travel	Actual Cost (Coach)
*WHEN APPROVED: Vehicle Travel Allowance	\$0.70/Mile or Current IRS Rate
*WHEN APPROVED: Vehicle Rental/Gas	Actual Cost
*WHEN APPROVED: Lodging (Per Person)	In accordance with the GSA M&IE FY 2023 schedule for Travel utilizing the "Fort Myers, Florida" rates **
*WHEN APPROVED: **MEALS:	In accordance with the GSA M&IE FY 2023 schedule for Travel utilizing the "Fort Myers, Florida" rates **
WHEN APPROVED: Breakfast	\$14/meal
WHEN APPROVED: Lunch	\$16/meal
WHEN APPROVED: Dinner	\$29/meal
Reproduction (Photocopy)	
8 ½" x 11" B&W	Internal: No Cost / External: Actual Cost
8 ½" x 11" Color	Internal: No Cost / External: Actual Cost
8 ½" x 14" B&W	Internal: No Cost / External: Actual Cost
8 ½" x 14" Color	Internal: No Cost / External: Actual Cost
11" x 14" B&W	Internal: No Cost / External: Actual Cost
11" x 14" Color	Internal: No Cost / External: Actual Cost
11"x17" B&W	Internal: No Cost / External: Actual Cost
11"x17" Color	Internal: No Cost / External: Actual Cost
24"x36" B&W	Internal: No Cost / External: Actual Cost
24"x36" Color	Internal: No Cost / External: Actual Cost
Printing/Binding	Actual Cost
Photographic Supplies & Services	Actual Cost
Tolls	Actual Cost
Permit Fees	Actual Cost
CD/DVD/Flashdrive	Actual Cost
Aerials	Actual Cost
Courier Service	Actual Cost
DRONE SERVICES	Per HOUR

*UTILIZED WHEN OUT OF TOWN TRAVEL APPROVED- not for local purposes

EXHIBIT F - RUT2391KR



NE 5TH AVE

NE 5TH PL

NE 4TH TER

North South Transfer PS
429 NE 5TH AVE

P.S. #1

P.S. #2



Source: Esri, Maxar, GeoEye, Earthstar Geograph
and the GIS User Community

Attachment A: Project Location Map

EXHIBIT G - RUT2391KR

G. COMPENSATION AND METHOD OF PAYMENT

For the professional services as set forth in this Scope of Services, the CITY shall compensate the CONSULTANT a total fee of \$1,076,301.

For convenience we will invoice the project as follows:

TASK	TITLE	FEE (NTE)
Task 1	Project Management	\$77,108
Task 2	Preliminary Design Report	\$158,847
Task 3	Field Survey, SUE, and Geotech Investigation	\$46,900
Task 4	Detailed Design	\$317,954
Task 5	Permitting	\$43,622
Task 6	Bidding Assistance & City Council Meeting	\$16,236
Task 7	Construction Phase Services	\$226,997
Task 8	Public Outreach – Allowance	\$15,899
Task 9	Design of Slip lining of 36-inch gravity pipe, shop drawing review and preparation of record drawings	\$38,780
Task 10	Design of expanded wet well at PS#1, shop drawing review and preparation of record drawings	\$27,494
Task 11	Design of new DIP discharge, Survey and SUE, Borings, Shop drawings review, record drawing	\$106,464

Compensation for the services provided shall be due and payable monthly based upon the work approved by the CITY. The fee is calculated based on the approved labor rates identified in Attachment No. 1 – Project Budget. Certain assumptions have been made in developing the fee for the services described herein. To the extent possible, they are stated in this Scope of Services. If changes to the work result in changes on the level of effort presented herein, the scope of services and fee budget will be revised by mutual agreement.

ATTACHMENT B – PROFESSIONAL
PERSONNEL CLASSIFICATION

Employee Last Name, First	Primary Office Location City, State	Classification	Active License Yes or No	Min Yrs. Exp.	Education AND/OR License Requirements	Role Synopsis and Progression
		Archaeologist 1		<5	BS (Archeology)	Assist in historical, cultural, or other related surveys or assessments. Identify and survey sites using a variety of methods, including field walking, geophysical surveys, aerial photography and LIDAR technology.
		Archaeologist 2		5+	BS (Archeology)	Perform historical, cultural, or other related surveys or assessments. Identify and survey sites using a variety of methods, including field walking, geophysical surveys, aerial photography and LIDAR technology.
Sanchez, Miguel	Tampa, Fl	Architect	No	10	BS or BA & AIA Registration Req.	Typically has 10 years or more experience, licensed architect with diverse knowledge of architecture principles and practices. Responsible for finished plans, specifications, and material approvals. Is also responsible for large project tasks and/or deliverables. May supervise a small staff of architects and technicians
Mercader, Mirely	Tampa, Fl	Architect	Yes		BS or BA & AIA Registration Req.	Typically has 10 years or more experience, licensed architect with diverse knowledge of architecture principles and practices. Responsible for finished plans, specifications, and material approvals. Is also responsible for large project tasks and/or deliverables. May supervise a small staff of architects and technicians
		Landscape Architect		2-5	Bachelor's degree in landscape architecture or equivalent experience and training in a similar field.	Design concept plans or schematic plans and prepare master concept plans by using AutoCAD. Perform research and prepare applications, planting layout, hardscape design, site plans, detail drawings, construction documents, technical landscape specifications, cost estimates and color rendering. Observe construction work in progress and reporting on contractors' performance regarding plan compliance, quality of materials, and workmanship related to landscape features. Comprehension of land development regulations, able to analyze and interpret common scientific and technical data and reports. Communicate effectively with regulatory agencies

**ATTACHMENT B – PROFESSIONAL
PERSONNEL CLASSIFICATION**

Employee Last Name, First	Primary Office Location City, State	Classification	Active License Yes or No	Min Yrs. Exp.	Education AND/OR License Requirements	Role Synopsis and Progression
		Registered Landscape Architect		10+	B.S. in Landscape Architecture State of Florida R.L.A. License	Develop design strategies that will address market and project objectives; originate and develop site, subdivision and landscape architecture concepts; review, modify and correct concept plans and landscape architecture designs and drawings developed by others; confer with clients, engineers and architects to meet the design needs of projects and develop solutions to technical problems;
		Assistant Planner (Planner 1)		0	Bachelor's Degree or Master's Degree in Urban or Regional Professional Planning	Performs administrative reviews including evaluation and analysis of applications, building permits and site plan reviews. Assists in the specialization and areas as needed, including but not limited to transportation, land use, housing, infrastructure, capital improvements, conservation and natural resources. Prepares and maintains mapping development and data analysis with Geographic Information Systems (GIS) Performs project review and coordination including, vacation of plat, deviations and planned development projects. Associates work under the close supervision of more senior planners or as assigned.
		Associate Planner (Planner 2)		2-4	Bachelor's Degree with 4 years' experience in Professional Urban or Regional Planning or Master's Degree with 2 years' experience in or Urban or Regional Planning	Interprets and applies applicable state, county and local codes, ordinances, and regulations. Knowledge of initiating necessary actions to correct deficiencies or violations. Assists in updating or maintenance of the Comprehensive plan and land development regulations. Conducts review of various development applications including plats, permits, site plans, variance requests and rezonings, Writes and presents formal technical reports, working papers, and correspondence. Evaluates adequacy of facilities in meeting current and projected needs. Assists in the development of strategies, solutions, priorities, schedules, and funding sources for complex planning issues. Often includes the tasks delineated within the Assistant Planner role and works under the general supervision of more senior planners, as assigned.

**ATTACHMENT B – PROFESSIONAL
PERSONNEL CLASSIFICATION**

Employee Last Name, First	Primary Office Location City, State	Classification	Active License Yes or No	Min Yrs. Exp.	Education AND/OR License Requirements	Role Synopsis and Progression
		Senior Planner (Planner 3)		4-6	Master's Degree, preferred with 4 years' experience or Bachelor's Degree with 6 years' experience in zoning and planning; AIPC preferred	Advanced professional planning experience of high complexity and variety. Significantly involved with larger, more complex planning assignments. Planners at this level exercise greater independence and judgement, receiving general supervision from senior management. Typical functions may include developing project budgets, administering bidding process, and verifies contract expenditures. Conducts research and prepares statistical reports on land use, physical, social, and economic issues. Works within specializations such as regional planning, natural resource management, community & economic development, coastal zone management, and transportation planning. Exhibits ability in creative problem-solving skills to gather information relevant to solve less well-defined planning problems.
		Principal Planner (Planning Manager)		5+	Master's Degree preferred with 5 years Professional Urban or Regional Planning experience or; Bachelor's Degree with 7 years Professional Urban or Regional Planning experience; AICP preferred	Performs and manages complex and sensitive professional planning projects, research, and analysis. Monitors and ensures compliance with local, state, and federal laws. Oversees specialized planning functions such as large-scale new development proposal, Supervises, implements, and updates the transportation element of a comprehensive plan. Identifies sensitive issues and takes corrective action. Serves as liaison to local organizations or regulatory commissions. Supervise the training of administrative assistants, Assistant or Associate Planners as needed.
		CAD Technician 1		2	High School or GED	Performs standard CAD assigned duties. Performs some more advanced CAD duties as part of training and development. Resolves routine questions and problems and defers more complex issues to higher levels.
		CAD Technician 2		5	High School or GED; Associates preferred	Edits to plan sheets are more advanced, yet still supervised; produces exhibits, details and maps from concept drawings or sketches, performs unsupervised simple calculations; more advanced calculations are supervised; detailed instruction provided only on new work assignments; begins to get non-routine assignments; able to recognize gaps in knowledge and proactively seeks guidance. Duties and tasks are frequently non-routine. Resolves most questions and problems and refers only the most complex issues to higher level.

**ATTACHMENT B – PROFESSIONAL
PERSONNEL CLASSIFICATION**

Employee Last Name, First	Primary Office Location City, State	Classification	Active License Yes or No	Min Yrs. Exp.	Education AND/OR License Requirements	Role Synopsis and Progression
		Instrumentation & Controls Senior CAD Designer		5	High School or GED; Associates Preferred	Performs many of the less complex tasks typically performed by engineers with significant independence; typically spending 70% of the time designing for engineer approval; works with clients and consultants to ensure that deliveries will be properly formatted, and that data can be exchanged efficiently; prepare complete sets of complex drawings.
McDuffie, Lennon	Tampa, FL	Senior CAD designer	No	10	High School or GED; Associates Degree Preferred	Performs many of the less complex tasks typically performed by engineers/architects with significant independence; typically spending 70% of the time designing for engineer/architect's approval; designs at a level comparable to an experienced EIT or non-licensed architect; works with clients and consultants to ensure that deliverables will be properly formatted, and all data can be exchanged efficiently. Prepares complete set(s) of complex drawings.
Sonnenburg, Terrance	Tampa, FL	Senior CAD designer	No	10	High School or GED; Associates Degree Preferred	Performs many of the less complex tasks typically performed by engineers/architects with significant independence; typically spending 70% of the time designing for engineer/architect's approval; designs at a level comparable to an experienced EIT or non-licensed architect; works with clients and consultants to ensure that deliverables will be properly formatted, and all data can be exchanged efficiently. Prepares complete set(s) of complex drawings.
Walker, Amy	Fort Lauderdale, FL	Senior CAD Designer	No	10	High School or GED; Associates Degree Preferred	Performs many of the less complex tasks typically performed by engineers/architects with significant independence; typically spending 70% of the time designing for engineer/architect's approval; designs at a level comparable to an experienced EIT or non-licensed architect; works with clients and consultants to ensure that deliverables will be properly formatted, and all data can be exchanged efficiently. Prepares complete set(s) of complex drawings.
		Clerical		0-3 yrs.	High School or GED	Receives Direction and review from Project Team Members to assist with clerical tasks; Assists to prepare and organize visual exhibits. Engaged in Office Work.
		Senior Clerical		3-5 yrs.	High School or GED; Associates Preferred	Provide complete administrative support to department or project. Approves clerical staff work.

**ATTACHMENT B – PROFESSIONAL
PERSONNEL CLASSIFICATION**

Employee Last Name, First	Primary Office Location City, State	Classification	Active License Yes or No	Min Yrs. Exp.	Education AND/OR License Requirements	Role Synopsis and Progression
		Chemical Specialist:		1-2	High school diploma/GED and additional six (6) months of advanced study or technical training following State Licensing Guidelines (shown under Rolle)	Follows federal and state laws and safety guidelines pertaining to pesticides and herbicides. Maintains current Safety Data Sheets (SDS) and label sheets in vehicle and storage areas. Maintains chemical inventories and general records of chemicals used in chemical storage areas and vehicles, as well as herbicide and pesticide logs according to federal and state laws. State of Florida Department of Agriculture and Consumer Services Bureau of Entomology and Pest Control Limited Lawn and Ornamental for Government Use Pesticide Applicators License (Chapter 482.155) State of Florida Department of Agriculture and Consumer Services Bureau of Compliance Ornamental and Turf License (Chapter 487).
		Construction Administrator		8	High School or GED; Associates degree preferred	Responsible for handling and organizing administrative documentation associated with construction services. Responsible for reviewing status of construction services being provided against timelines and schedules.
		Construction Manager 1		15	High School or GED	Responsible for supervision of construction project representatives on large scale projects. Duties may also include training and mentoring, balancing workload and making project recommendations.
Bonaventura, Carolyn	Orlando, FL	Construction Manager 2	No	20	High School or GED	Responsible for supervision of construction project representatives on large scale projects. Duties may also include training and mentoring, balancing workload and making project recommendations. Has more senior experience than a Construction Manager 1.
		Construction Project Representative 1		5	High School or GED	With routine supervision, evaluates construction projects. Determines compliance with building codes, ordinances, zoning regulations and contract specifications.

**ATTACHMENT B – PROFESSIONAL
PERSONNEL CLASSIFICATION**

		Construction Project Representative 2		10	High School or GED	Evaluates construction projects to determine compliance with building codes, ordinances, zoning regulations and contract specifications. Works with less on-site supervision, however, reports directly to a more experienced construction project representative.
		Ecologist		7-10	Bachelor's Degree	Responsible for completing scientific tasks including wetland delineation and other field work, writing reports, performing or assisting with state, Federal and local permitting, and client/agency coordination. Projects are highly technical with multiple layers of regulatory approvals. Will have extensive knowledge of field data collection and sampling method. Can Perform protective species surveys and various permitting tasks.
Employee Last Name, First	Primary Office Location City, State	Classification	Active License Yes or No	Min Yrs. Exp.	Education AND/OR License Requirements	Role Synopsis and Progression
		Environmental Biologist:		5	Bachelor's Degree	Duties include conducting water quality data collection and analyses and researching environmental issues such as shoreline enhancement. Primary emphasis is in freshwater, brackish and marine ecosystems, and some work in wetland and terrestrial ecosystems. Position has considerable public contact in providing citizens with information and advisement. Performs or assists with state, federal and local permitting, and client/agency coordination.
Cwikowski, John	Fort Myers, FL	Engineer 1	No	0	BS or BA & EI or PE Required	Entry level, EIT Certification with BS degree. Performs calculations and design tasks under immediate and daily supervision. . Performs or assists with state, federal and local permitting, and client/agency coordination. May perform tasks associated with engineering disciplines including but not limited to mechanical, electrical, plumbing, fire protection, and utilities.
Alvarado, Abby	Orlando, FL	Engineer 1	No	0	BS or BA & EI or PE Required	Entry level, EIT Certification with BS degree. Performs calculations and design tasks under immediate and daily supervision. . Performs or assists with state, federal and local permitting, and client/agency coordination. May perform tasks associated with engineering disciplines including but not limited to mechanical, electrical, plumbing, fire protection, and utilities.

**ATTACHMENT B – PROFESSIONAL
PERSONNEL CLASSIFICATION**

Pham, Thanh	Tampa, FL	Engineer 1	No	0	BS or BA & EI or PE Required	Entry level, EIT Certification with BS degree. Performs calculations and design tasks under immediate and daily supervision. . Performs or assists with state, federal and local permitting, and client/agency coordination. May perform tasks associated with engineering disciplines including but not limited to mechanical, electrical, plumbing, fire protection, and utilities.
Honigfort, Max	Fort Myers, FL	Engineer 2	No	3-5	BS or BA & EI or PE Required	Typically has 3-5 years' experience. Trusted developing engineer, preparing for PE registration. Capable of performing tasks with general guidance and minimal supervision. Performs or assists with state, federal and local permitting, and client/agency coordination. May perform tasks associated with engineering disciplines including but not limited to mechanical, electrical, plumbing, fire protection, and utilities.
Diluzi, Haireti	Orlando, FL	Engineer 2	No	3-5	BS or BA & EI or PE Required	Typically has 3-5 years' experience. Trusted developing engineer, preparing for PE registration. Capable of performing tasks with general guidance and minimal supervision. Performs or assists with state, federal and local permitting, and client/agency coordination. May perform tasks associated with engineering disciplines including but not limited to mechanical, electrical, plumbing, fire protection, and utilities.
Miller, Jack	Tampa, FL	Engineer 2	No	3-5	BS or BA & EI or PE Required	Typically has 3-5 years' experience. Trusted developing engineer, preparing for PE registration. Capable of performing tasks with general guidance and minimal supervision. Performs or assists with state, federal and local permitting, and client/agency coordination. May perform tasks associated with engineering disciplines including but not limited to mechanical, electrical, plumbing, fire protection, and utilities.
Franco, Johandry	Tampa, FL	Engineer 2	No	3-5	BS or BA & EI or PE Required	Typically has 3-5 years' experience. Trusted developing engineer, preparing for PE registration. Capable of performing tasks with general guidance and minimal supervision. Performs or assists with state, federal and local permitting, and client/agency coordination. May perform tasks associated with engineering disciplines including but not limited to mechanical, electrical, plumbing, fire protection, and utilities.
Brito, Rene	Fort Myers, FL	Project Engineer 2	Yes	10	BS or BA & PE Required	Has significant coordination responsibly for large project tasks and/or various engineering disciplines. Performs or assists with state, federal and local permitting, and client/agency coordination. May perform tasks associated with engineering disciplines including but not limited to mechanical, electrical, plumbing, fire protection, and utilities.
Hayek, Zein	Coral Gables, FL	Project Engineer 1	Yes	5	BS or BA & PE Required	Newly registered PE and/or has PHD, taking leadership and ownership of projects or significant project tasks. Responsible for direct client interface on questions of technical nature. Heavily relied on by Project Manager. Limited project management responsibilities on small projects. Performs or assists with state, federal and local permitting, and client/agency coordination. May perform tasks associated with engineering disciplines including but not limited to mechanical, electrical, plumbing, fire protection, and utilities.

**ATTACHMENT B – PROFESSIONAL
PERSONNEL CLASSIFICATION**

Boen, Brian	Orlando, FL	Senior Engineer 2	Yes	20	BS or BA & PE Required	Typically, responsible for the most complex technical designs and has QA oversight for the entire project. Provides a higher level of expertise in specialized areas. Performs or assists with state, federal and local permitting, and client/agency coordination. May perform tasks associated with engineering disciplines including but not limited to mechanical, electrical, plumbing, fire protection, and utilities.
Frederick, Sean	Orlando, FL	Senior Engineer 1	Yes	15	BS or BA & PE Required	Relied on for design team leadership & QA on complex projects. May be designated as the Project Manager on less complex projects. Performs or assists with state, federal and local permitting, and client/agency coordination. May perform tasks associated with engineering disciplines including but not limited to mechanical, electrical, plumbing, fire protection, and utilities.
Employee Last Name, First	Primary Office Location City, State	Classification	Active License Yes or No	Min Yrs. Exp.	Education AND/OR License Requirements	Role Synopsis and Progression
Ahlgrim, Kurt	Orlando, FL	Senior Engineer 2	Yes	20	BS or BA & PE Required	Typically, responsible for the most complex technical designs and has QA oversight for the entire project. Provides a higher level of expertise in specialized areas. Performs or assists with state, federal and local permitting, and client/agency coordination. May perform tasks associated with engineering disciplines including but not limited to mechanical, electrical, plumbing, fire protection, and utilities.
Bazor, Stephen	Orlando, FL	Senior Engineer 3	Yes	25	BS or BA & PE Required	Considered a regional expert in a specialized discipline of engineering. Provides highest level of QA/QC and engineering design leadership for the most complex projects. Performs or assists with state, federal and local permitting, and client/agency coordination. May perform tasks associated with engineering disciplines including but not limited to mechanical, electrical, plumbing, fire protection, and utilities
Bongiovanni, Philip	Glen Allen, VA	Senior Engineer 3	No	25	BS or BA & PE Required *High School or GED	Considered a regional expert in a specialized discipline of engineering. Provides highest level of QA/QC and engineering design leadership for the most complex projects. Performs or assists with state, federal and local permitting, and client/agency coordination. May perform tasks associated with engineering disciplines including but not limited to mechanical, electrical, plumbing, fire protection, and utilities Considered a regional expert in a specialized discipline of construction cost estimating.
Motiwala, Khalid	Orlando, FL	Senior Engineer 3	Yes	25	BS or BA & PE Required	Considered a regional expert in a specialized discipline of engineering. Provides highest level of QA/QC and engineering design leadership for the most complex projects. Performs or assists with state, federal and local

**ATTACHMENT B – PROFESSIONAL
PERSONNEL CLASSIFICATION**

						permitting, and client/agency coordination. May perform tasks associated with engineering disciplines including but not limited to mechanical, electrical, plumbing, fire protection, and utilities
DeAngelis, Don	Fort Myers, FL	Senior Engineer 3	Yes	25	BS or BA & PE Required	Considered a regional expert in a specialized discipline of engineering. Provides highest level of QA/QC and engineering design leadership for the most complex projects. Performs or assists with state, federal and local permitting, and client/agency coordination. May perform tasks associated with engineering disciplines including but not limited to mechanical, electrical, plumbing, fire protection, and utilities
Detwiler, Andrew	Glen Allen, VA	Senior Engineer 3	No	25	BS or BA & PE Required *High School or GED	Considered a regional expert in a specialized discipline of engineering. Provides highest level of QA/QC and engineering design leadership for the most complex projects. Performs or assists with state, federal and local permitting, and client/agency coordination. May perform tasks associated with engineering disciplines including but not limited to mechanical, electrical, plumbing, fire protection, and utilities Considered a regional expert in a specialized discipline of construction cost estimating
Handjiev, Bozho	Tampa, FL	Senior Engineer 3	Yes	25	BS or BA & PE Required	Considered a regional expert in a specialized discipline of engineering. Provides highest level of QA/QC and engineering design leadership for the most complex projects. Performs or assists with state, federal and local permitting, and client/agency coordination. May perform tasks associated with engineering disciplines including but not limited to mechanical, electrical, plumbing, fire protection, and utilities
Moulton, Paul	Pocasset, MA	Senior Engineer 3	Yes	25	BS or BA & PE Required	Considered a regional expert in a specialized discipline of engineering. Provides highest level of QA/QC and engineering design leadership for the most complex projects. Performs or assists with state, federal and local permitting, and client/agency coordination. May perform tasks associated with engineering disciplines including but not limited to mechanical, electrical, plumbing, fire protection, and utilities
Overbeek, William	Orlando, FL	Senior Engineer 3	Yes	25	BS or BA & PE Required	Considered a regional expert in a specialized discipline of engineering. Provides highest level of QA/QC and engineering design leadership for the most complex projects. Performs or assists with state, federal and local permitting, and client/agency coordination. May perform tasks associated with engineering disciplines including but not limited to mechanical, electrical, plumbing, fire protection, and utilities
Rector, John	Tampa, FL	Senior Engineer 3	Yes	25	BS or BA & PE Required	Considered a regional expert in a specialized discipline of engineering. Provides highest level of QA/QC and engineering design leadership for the most complex projects. Performs or assists with state, federal and local permitting, and client/agency coordination. May perform tasks associated with engineering disciplines including but not limited to mechanical, electrical, plumbing, fire protection, and utilities

**ATTACHMENT B – PROFESSIONAL
PERSONNEL CLASSIFICATION**

Wilcox, David	Tampa, FL	Senior Engineer 3	Yes	25	BS or BA & PE Required	Considered a regional expert in a specialized discipline of engineering. Provides highest level of QA/QC and engineering design leadership for the most complex projects. Performs or assists with state, federal and local permitting, and client/agency coordination. May perform tasks associated with engineering disciplines including but not limited to mechanical, electrical, plumbing, fire protection, and utilities
Jeffrey, Josh	Glen Allen, VA	Senior Engineer 3	No	25	BS or BA & PE Required *Highschool or GED	Considered a regional expert in a specialized discipline of engineering. Provides highest level of QA/QC and engineering design leadership for the most complex projects. Performs or assists with state, federal and local permitting, and client/agency coordination. May perform tasks associated with engineering disciplines including but not limited to mechanical, electrical, plumbing, fire protection, and utilities Considered a regional expert in a specialized discipline of construction cost estimating
Eiben, Dan	Tampa, FL	Senior Engineer 3	Yes	25	BS or BA & PE Required	Considered a regional expert in a specialized discipline of engineering. Provides highest level of QA/QC and engineering design leadership for the most complex projects. Performs or assists with state, federal and local permitting, and client/agency coordination. May perform tasks associated with engineering disciplines including but not limited to mechanical, electrical, plumbing, fire protection, and utilities
Alverson, Christopher	Fort Myers, FL	Senior Engineer 3	Yes	25	BS or BA & PE Required	Considered a regional expert in a specialized discipline of engineering. Provides highest level of QA/QC and engineering design leadership for the most complex projects. Performs or assists with state, federal and local permitting, and client/agency coordination. May perform tasks associated with engineering disciplines including but not limited to mechanical, electrical, plumbing, fire protection, and utilities
Wolter, Cherie	Fort Myers, FL	Project Administrator	No	8	High School or GED; Associates preferred	Integrated with the technical production process and is relied on to understand the needs of the project team and apply skill set to areas of need without being instructed to do so.
McQuerrey, Penny	Virginia Beach, VA	Project Administrator	No	8	High School or GED; Associates preferred	Integrated with the technical production process and is relied on to understand the needs of the project team and apply skill set to areas of need without being instructed to do so.
		Project Analyst		5	High School or GED Associates preferred	Typically, responsible for an accounting process such as Accounts Payable or Accounts Receivable.

**ATTACHMENT B – PROFESSIONAL
PERSONNEL CLASSIFICATION**

		Project Manager		10	BS or BA & PE or PG Required	Coordinates and leads project teams. Demonstrates high level of competency in project accounting. Functions independently regarding contracts and change orders.
Jakiela, Dawn	Fort Myers, FL	Senior Project Manager	Yes	15	BS or BA & PE or PG Required	Primary interface with client. Entrusted to function independently on behalf of firm regarding contracts, change orders, business development with existing and new clients, critical decisions, and negotiations with clients. Coordinating and leading project teams. Clients see as a preferred point of contact.
Navarette, Fernando	Fort Lauderdale, FL	Senior Project Manager	Yes	15	BS or BA & PE or PG Required	Primary interface with client. Entrusted to function independently on behalf of firm regarding contracts, change orders, business development with existing and new clients, critical decisions, and negotiations with clients. Coordinating and leading project teams. Clients see as a preferred point of contact.
Employee Last Name, First	Primary Office Location City, State	Classification	Active License Yes or No	Min Yrs. Exp.	Education AND/OR License Requirements	Role Synopsis and Progression
		Operations Manager		20	BS or BA & PE Required	Responsible for ensuring project quality and client satisfaction with specific geographic, client and/or market sectors. Coordinates with and/or supervises project managers or other professionals performing work within the programs.
		GIS Specialist I		0-3	High School or GED; A.A.S. preferred in GIS or other related technical field of study	Performs skilled digital mapping involving preparation and maintenance of digital maps, converting hand drawn maps into a digital format for use in a Geographic Information System (GIS), managing data in such a way that historical records will reflect changes; ArcGIS experience including but not limited to constructing polygons using coordination geometry, heads up digitizing over imagery, .mxd project creation, use and manipulation of geodatabases.

**ATTACHMENT B – PROFESSIONAL
PERSONNEL CLASSIFICATION**

		GIS Specialist II		3-5	High School or GED; A.A.S. in GIS or other related technical field of study and plus 3-5 years' experience	Performs all the duties of a GIS Specialist I with less guidance and supervision, plus: the ability to perform more advanced editing functions and query related operations; performs more of a supervision/mentor role to those in the position of GIS Specialist I.
		Senior GIS Analyst		6	BS or PA plus 6 years if no degree, 8 years' experience	4-year degree(or equivalent combination of education and experience) that includes GIS coursework with typically 6+ years of experience, including responsible ownership of GIS projects or significant tasks. Has strong understanding of GIS methodologies and GIS technology. Able to mentor and supervise other GIS analysts and review and direct their work.
		Hydrogeologist 1		0-3	BS or BA or PE Required	Entry level with BS degree. Performs calculations and design tasks under immediate and daily supervision.
		Hydrogeologist 2		3	BS or BA & preparing for PG	Typically has 3-5 years' experience. Trusted developing engineer, preparing for PG registration Capable of performing tasks with general guidance and minimal supervision.
Employee Last Name, First	Primary Office Location City, State	Classification	Active License Yes or No	Min Yrs. Exp.	Education AND/OR License Requirements	Role Synopsis and Progression
		Senior Hydrogeologist 1		15	BS or BA & PE Required	Relied on for design team leadership & QA on complex projects. May be designated as the project Manager on less complex projects.
		Senior. Hydrogeologist 2		20	BS or BA & PE Required	Typically has responsibility for the most complex technical designs and has QA oversight for the work project. Provides higher level expertise in specialized areas.
		Senior. Hydrogeologist 3		25	BS or BA & PE Required	Considered a regional expert in a specified discipline of engineering. Provides highest level of QA/QC and engineering design leadership for the most complex projects.

**ATTACHMENT B – PROFESSIONAL
PERSONNEL CLASSIFICATION**

		Surface/Groundwater Hydrogeologist		3	BS or BA & PG or PE	Typically has 3-5 years' experience. Trusted developing engineer, registered as PG or PE. Has specialized experience in integrated surface/ground water modeling. Capable of performing tasks with general guidance and minimal supervision.
		Senior Surface Ground Water Hydrogeologist 1		15	MS & PE Required	Relied on for design team leadership & QA on complex projects. Has specialized experience in integrated surface/ground water modeling. May be designated as the project Manager on less complex projects.
		Senior Surface Ground Water Hydrogeologist 2		20	MS & PE Required	Typically has responsibility for the most complex technical designs and has QA oversight for the work project. Has specialized experience in integrated surface/ground water modeling. Provides higher level expertise in specialized areas.
		Instrumentation & Controls Project Manager		5	BS or BA & PE or if no degree 5 years' experience in related field	Coordinates and leads project teams. Demonstrates high level of competency in project accounting. Functions independently regarding contracts and change orders. Has knowledge of industrial control systems or motor control centers or security/surveillance systems or power generating equipment.
Employee Last Name, First	Primary Office Location City, State	Classification	Active License Yes or No	Min Yrs. Exp.	Education AND/OR License Requirements	Role Synopsis and Progression
		Instrumentation & Controls Engineer 3		3	BS or BA & PE Required	Typically has 3-5 years' experience. Trusted developing engineer. Capable of performing tasks with general guidance and minimal supervision. Has knowledge of industrial control systems or motor control centers or security/surveillance systems.
		Instrumentation & Controls Field Engineer		5	BS or PA plus 6 years if no degree, 8 years' experience	Responsible for installation and/or maintenance of industrial control systems, analytic systems, high power equipment, electronic surveillance, and access control. Coordinates with city personnel and contractors to perform work outlined in contracts.
		Project Scientist 1		5	BS or BA & PE Required	Newly registered PG and/or has PHD, taking leadership and ownership of projects or significant project tasks. Responsible for direct client interface on questions of technical nature. Heavily relied on by Project Manager. Limited project management responsibilities on small projects.

**ATTACHMENT B – PROFESSIONAL
PERSONNEL CLASSIFICATION**

Samuels, Kelly	Orlando, FL	Project Scientist 2	No	10	BS or BA & PE Required	Has significant coordination responsibilities for large project tasks and deliverables for various engineering disciplines.
		Scientist		3	BS or BA Required	Trusted "junior" scientist. Becoming a relied upon resource for technical work product.
		Senior Scientist 1		5	BS or BA Required	Takes on leadership and ownership of projects or significant project tasks and deliverables. Management comfortable with employee having direct client interface. Heavily relied on by Project Manager.
		Senior Scientist 2		10	BS or BA Required	Clearly understands/grasps the implications of scientific findings and their relationship to engineering solutions.
		Survey Technician		2	High School or GED	Rodman or surveying capable of performing with less detailed instruction. Works under the direction of a survey crew chief.
Employee Last Name, First	Primary Office Location City, State	Classification	Active License Yes or No	Min Yrs. Exp.	Education AND/OR License Requirements	Role Synopsis and Progression
		Survey Crew Chief		5	High School or GED	Supervisor of survey crew working under the direction of a Licensed Surveyor.
		Senior Land Surveyor		10	PSM Required	Must be licensed Land Surveyor in the State of Florida; Involved in survey data/drawings production process under guidance of engineers or more senior survey staff. Provides Survey Leadership to Technicians, CAD staff, and or less experienced Surveyors for production of survey data/drawings for clients. Responsible for QA/QC of own work and work of others.

**ATTACHMENT B – PROFESSIONAL
PERSONNEL CLASSIFICATION**

		Traffic Operations Engineer		7	Bachelor's Degree	Performs technical, budgetary, and supervisory assignments for Traffic Operations. Manages designs and analysis, studies, cost estimates, permitting, preparation of technical plans & specifications, construction, and contract administration. Researches, analyzes and reports on issues including, but not limited to, regulatory compliance, system operations, and property ownership. May perform tasks associated with transportation including but not limited to planning, land use, multi-modal, bike/ped, road design, turn lanes, paving, curbing, landscaping, and drainage.
		Traffic Engineer		10+	Bachelor's Degree	Evaluates and reviews transportation network and identifies safety and congestion improvements. Traffic-related plan review, guidance/review of signing and marking operations, traffic design support for City capital projects, and technical evaluation of transportation improvements required by private development projects. May perform tasks associated with transportation including but not limited to planning, modeling, site plan review, traffic analysis, signal timing, intersection signalization, lighting, including design, photometrics, and MoT plans.
Cavalieri, Ronald	Fort Myers, FL	Principle in Charge	Yes	20	BS or BA & PE Required	The Principal in Charge is a Registered Professional Engineer who holds full project responsibility and authority to represent the firm. It is his responsibility to assure that all necessary corporate and staff resources are available. The authority of the Principal in Charge, combined with an extensive understanding of the work to be performed, provides the project team and staff with strong leadership, technical direction and expert supervisory guidance of all work undertaken by the firm. The principle is ultimately the lead for the firm.

Section Q - Truth-in-Negotiations (Attachment D)

TRUTH-IN-NEGOTIATIONS

Negotiated Fees (FS 287.055)

DESIGNER- ENGINEER - CONSTRUCTION MANAGER

The undersigned hereby certifies under the penalties of perjury that the wage rate and other costs used to support its compensation are accurate, complete and current at the time of contracting. The undersigned agrees that the original contract price and any additions to the contract may be adjusted within one year of completion of the contract to exclude any significant amounts if the City determines that the fee was increased by such amounts due to inaccurate, incomplete or non-current wage rates or other costs.

Company Name (Typed): AECOM Technical Services, Inc.

City of Cape Coral Project Title: RFP # RUT2391KR – Professional Engineering Services for North-South Transfer Pump Station (NSTPS) Rehabilitation

Authorized Name: Ronald Cavalieri, PE, BCEE

Printed Name

Representative Title: Associate Vice President, Authorized Signatory

Printed Title

Representative Signature: 

Date Signed: September 6, 2023

Notary Name: Cherie C. Wolter 

Printed Name

Notary Address: 4415 Metro Parkway

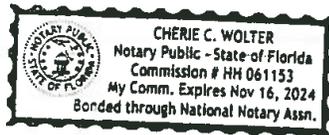
Suite 404

Fort Myers, Florida 33916

Florida County: Lee

Notary Date: 11/16/2024

Notary Seal:



ATTACHMENT D – TRUTH-IN-NEGOTIATION – RFQ2323KR

Section W - Business Ethics Form (Attachment J)

BUSINESS ETHICS REQUIREMENTS

1. During the course of pursuing contracts with Owner and while performing contract work in accordance with this agreement, Contractor/Consultant/Vendor/Supplier/Sub-consultant, hereafter referred to as Contractor agrees to maintain business ethics standards aimed at avoiding any impropriety or conflict of interest which could be construed to have an adverse impact on the Owner best interests.

2. Contractor shall take reasonable actions to prevent any actions or conditions which could result in a conflict with Owner's best interests. These obligations shall apply to the activities of contractor employees, agents, subcontractors, subcontractor employees, consultants of contractor, etc.

Contractor employees, agents, subcontractors, material suppliers (or their representatives) should not make or cause to be made any cash payments, commissions, employment, gifts, entertainment, free travel, loans, free work, substantially discounted work, or any other considerations to Owner's representatives, employees or their relatives.

Contractor employees, agents or subcontractors (or their relatives) should not receive any cash payments, commissions, employment, gifts, entertainment, free travel, loans, free work, or substantially discounted work or any other considerations from representatives of subcontractors, or material suppliers or any other individuals, organizations, or businesses receiving funds in connection with the project.

3. Contractor agrees to notify a designated Owner representative within 48 hours of any instance where the Contractor becomes aware of a failure to comply with the provisions of this article.

4. The e-mail address and/or telephone number to report any concerns related to any possible violations of the Owner's Business Ethics Expectations are as follows:

E-mail: Kathy Rose, kröse@capecoral.net Telephone: 239-242-3679

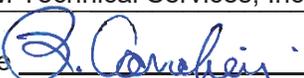
5. Upon request by Owner, Contractor agrees to provide a certified Management Representation Letter executed by selected Contractor representatives in a form agreeable to Owner stating that they are not aware of any situations violating the business ethics expectations outlined in this contract or any similar potential conflict of interest situations.

6. Contractor agrees to include this clause in all contracts with subcontractors and material suppliers receiving more than \$25,000 in funds in connection with the Owner's project.

7. Contractor shall permit interviews of employees, reviews and audits of accounting or other records by Owner representative(s) to evaluate compliance with the business ethics standards. Such reviews and audits will encompass all dealings and activities of Contractor's employees, agents, representatives, vendors, subcontractors, and other third parties paid by Contractor in their relations with Owner's current or former employees or employee relatives.

8. Contractor agrees to implement a program requiring their employees sign acknowledgements that they have read and understand Owner's Business Ethics Expectations and the related obligations outlined in this contract exhibit.

Firm Name: AECOM Technical Services, Inc. Printed Name of Signer: Ronald R. Cavalieri, PE, BCEE

Authorized Signature:  Date of Signature September 6, 2023