

ATTACHMENT 1

THIS AGREEMENT, is made and entered into this ___ day of _____ 20__ by and between the Village of Estero, a municipal corporation of the State of Florida, whose address is 9401 Corkscrew Palms Circle #101, Estero, Florida 33928, hereinafter referred to as the "Village," and CW3 Engineering, Inc. whose address is P.O. Box 3787, North Fort Myers, FL 33918, hereinafter referred to as the "Bidder."

WITNESSETH

WHEREAS, the Village has determined that it is necessary to retain the Bidder for the purpose of providing Planning, Design and Permitting Services for its River Ranch Road Improvements project; and

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

WHEREAS, the Bidder is qualified, willing and able to provide and perform all such services in accordance with the terms and conditions of Village of Estero Bid No. CN 2019-04; and

WHEREAS, the Bidder's proposal was reviewed and selected pursuant to CN 2019-04 on January 8, 2020 by the Village Council; and

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

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

ARTICLE 1. **RECITALS & INCORPORATION OF DOCUMENTS**

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

1.2 Village Bid Package CN 2019-04 River Ranch Road Improvements, consisting of pages 1 through and including 24 with one addenda and the Proposal submitted by Bidder dated September 19, 2019 are hereby specifically made part of this Agreement as if same had been set forth at length herein.

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

- 1) Bid Package CN 2019-04 River Ranch Road Improvements and any Exhibits or Addenda thereto;
- 2) This Agreement and any Exhibits or Amendments thereto;
- 3) The Proposal submitted by Bidder.

ARTICLE 2.
BIDDER'S SCOPE OF SERVICES

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

2.2. Bidder agrees to provide its services and materials in the times allowed for performance contained in the Scope of Services. The Bidder will make no claims for additional compensation or damages owing to suspensions, delays, or hindrances which arise during the performance of this Agreement. Such suspensions, delays or hindrances may only be compensated for by an extension of time as the Village may decide. However, such extension will not operate as a waiver of any other rights of the Village.

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

ARTICLE 3.
COMPENSATION AND PAYMENT OF BIDDER'S SERVICES

3.1. Village will pay Bidder for those tasks listed in the Scope of Services actually performed by Bidder. The total payment to Bidder will not exceed \$266,750 for Bidder's services under this Agreement, performed in accordance with the Scope of Services and this Agreement.

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

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

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

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

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

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

ARTICLE 4. **BIDDER'S RESPONSIBILITIES**

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

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

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

4.4. Bidder will, without additional compensation, correct and revise any minor deficiencies in its work product identified that can be addressed in process, even if the deficiencies would not be deemed to arise from a negligent act, error or omission of the

Bidder. Minor deficiencies include but are not limited to changes in Americans with Disability Act requirements.

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

ARTICLE 5. OWNERSHIP AND USE OF DOCUMENTS

5.1. All documents, data, studies, surveys, analyses, sketches, tracings, specifications, plans, designs, design calculations, details, computations, drawings, maps, models, photographs, reports, and other documents and plans resulting from Bidder's services under this Agreement will become the property of and shall be delivered to the Village without restriction or limitation as to use regardless of the format of the document (paper or electronic). However, any use subsequent to or other than for the specific project for which such items were created, shall be at sole risk of the Village.

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

ARTICLE 6. VILLAGE'S RESPONSIBILITIES

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

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

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

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

ARTICLE 7.
TERM / TERMINATION

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

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

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

ARTICLE 8.
NOTICES

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

Bidder: CW3 Engineering, Inc.

Village: Steve Sarkozy

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

ARTICLE 9.
ASSIGNMENT

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

ARTICLE 10.
EXTENT OF AGREEMENT / SEVERABILITY / MODIFICATION

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

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

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

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

ARTICLE 11.
GOVERNING LAW / VENUE

11.1. This Agreement shall be governed and construed in accordance with Florida law. In the event any litigation arises between the parties in connection with this Agreement, venue for such litigation shall lie exclusively in Lee County, Florida.

ARTICLE 12.
INDEPENDENT CONTRACTOR STATUS

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

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

ARTICLE 13.
AUDIT AND RECORDS REQUIREMENTS

13.1. Bidder will maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Agreement which will be available and accessible at Bidder's local offices for the purpose of inspection, audit, and copying during normal business hours by the Village, or any of its authorized representatives. Such records must be retained for a minimum of five (5) years after completion of the services. Prior to destruction of any records, the Bidder will notify the Village and deliver to the Village any records the Village requests. Bidder will require all subconsultants and

subcontractors to comply with the provisions of this paragraph by insertion of the requirements hereof in a written contract agreement between Bidder and the subconsultant or subcontractor.

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

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

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

**ARTICLE 14.
INDEMNIFICATION**

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

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

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

**ARTICLE 15.
EMPLOYEE RESTRICTIONS**

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

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

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

**ARTICLE 16.
NO CONTINGENT FEES**

16.1. Bidder certifies that it has not employed or retained any company or person, other than a bona fide employee working solely for Bidder to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Bidder any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, Village has the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

**ARTICLE 17.
TRUTH-IN-NEGOTIATION CERTIFICATE**

17.1. If applicable, in accordance with Section 287.055(4), Florida Statutes, signature of this Agreement by Bidder shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which Village determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit

costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

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

CW3 Engineering, Inc.

WITNESSES:

Signed By: _____

Signed by: _____

Print Name: _____

Print Name: _____

Date: _____

Title: _____

Signed By: _____

Date: _____

Print Name: _____

Date: _____

VILLAGE OF ESTERO

By: _____
Steve Sarkozy, Village Manager

Date: _____

ATTEST:

By: _____
Kathy Hall, MMC, Village Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Burt Saunders, Village Attorney

- Exhibit List:
 Exhibit A – Scope of Services
 Exhibit B – Pricing Proposal

EXHIBIT A

RIVER RANCH ROAD IMPROVEMENTS

STATEMENT OF WORK

A. PROJECT OVERVIEW

To provide planning, design and permitting services for the River Ranch Road Improvements project.

B. SCOPE OF SERVICES

Services shall include, but are not limited to: planning, design and permitting.

C. SCHEDULE

As scheduled and requested.

D. COMPENSATION

As listed within the attached Scope of Services dated November 22, 2019 from CW3 Engineering, Inc.

EXHIBIT B

PRICING PROPOSAL

As listed within the attached Scope of Services dated November 22, 2019 from CW3 Engineering, Inc.

SCOPE OF SERVICES

For CN-2019-04 – RIVER RANCH ROAD IMPROVEMENTS

CW3 Engineering, Inc. is to provide the following Civil Engineering Services for the design planning, plans preparation and permitting of roadway, pedestrian and drainage improvements for River Ranch Road from Williams Road to Corkscrew Road.

Currently River Ranch Road receives stormwater runoff from several of the surrounding developments and does not appear to have sufficient conveyance capacity to serve the surrounding areas as it is reported to experience frequent inundated type scenarios. The existing roadway also lies at an elevation that is lower than the existing FEMA flood elevation. The project analysis and design will provide solutions to improve the stormwater management component and conveyance capacity of the roadway.

River Ranch Road's bike/pedestrian facilities are incomplete between Williams Road and Corkscrew Road. No paved shoulders or designated bike facilities currently exist. The sidewalks, where present, are only located on one side of the roadway and do not connect Williams Road to Corkscrew Road and there are no facilities in front of Estero High School. The current uncontrolled crosswalk will be analyzed to determine if meets the warrants for installation and if so, determination of additional safety enhancements will be recommended. The project analysis and design will aim to improve all aspects of bike and pedestrian safety.

The Estero High School morning drop off and afternoon pick up activities introduce traffic and circulation issues surrounding River Ranch Road's operation. These issues will be evaluated, and improvement recommendations will be made to improve the current situations, such as additional turn lanes, restriping portions of the Estero High School facilities, etc. These recommendations will also include consideration for potential future impacts and entrance areas from the proposed elementary and middle schools.

Improvements to the River Ranch Road and Williams Road intersection to improve traffic circulation are desired. Addition of turn lanes and/or a roundabout will be considered.

GENERAL UNDERSTANDING

The project is to proceed in phases.

- **Phase I** - The conceptual analysis and data collection for the project to determine the general project limits and impacts focusing on drainage and bike and pedestrian improvements on River Ranch Road as well as roadway improvements on River Ranch Road including traffic circulation for Estero High School and future planned schools. Design improvements at the River Ranch Road and Williams Road intersection are desired.
- **Phase II** - The design, permitting and bidding phases of the drainage, bike/pedestrian and roadway improvements based upon the approved concept(s). Phase II Services will be negotiated in the future.
- **Phase III** - The construction phase of the project. The construction scope of services will be negotiated at a later date. Phase III Services will be negotiated in the future.
- Landscaping and hardscape design services are not included in this scope of services but can be provided as additional services, if requested.

SCOPE OF WORK – PHASE I ONLY

1) PROJECT MANAGEMENT

This task includes project meetings, administration and coordination during the design phase of the project. Meetings and general services which are included in this task are as follows:

- One (1) Project kick-off meeting.
- Two (2) Village Council Meetings. Consultant will present Design Concepts.
- Three (3) Lee County School Board/Consultant Meetings.
- Project Scheduling (Initial Project Schedule and Subsequent Monthly Updates)
- Progress Meetings at the following milestones:
 - Initial Conceptual Design Stage (1)
 - Concept Development Stage (1)
 - Final Concepts (1)
- Coordination Meetings
 - One (1) general utility coordination meeting
 - One (1) utility coordination meeting with FPL
 - One (1) coordination meeting with LCU.
 - Two (2) coordination meetings with SFWMD
 - Five (5) miscellaneous meetings at the Village's discretion.
- Provide project coordination with the Village of Estero. This task includes general project management and other administrative services including but not limited to supervision, quality control, email correspondence, contract file set up and maintenance, phone conversations, etc.

2) SURVEY SERVICES

Consultant will provide ground survey services for topography within the project limits as follows.

- River Ranch Road - within the R/W and 20' outside both the eastern and western R/W lines.
- Side Streets/Community Entrances - a minimum of 100' beyond River Ranch Road R/W line.
- Williams Road - 750' east and west of River Ranch Road and a minimum of 20' outside the northern and southern R/W lines.
- Estero High School – Provide up to one acre of contiguous area including lake survey.

No Subsurface Utility Exploration is included.

Right of Way Survey is not proposed. Consultant will utilize Specific Purpose Survey for River Ranch Road previously prepared by Hole Montes.

Survey support for design and right-of-way control map will include the following:

- Assemble record plats, deeds, maps and other documents.
 - Identify corners for establishing street rights-of-way.
 - Identify status of streets and easements shown on plats or referenced in other documents.
 - Review title search as provided by Village.
- Research available horizontal & vertical control.
 - Make copies of nearest control for use on this design survey.
 - Find at least two independent control points to tie into.
- Reference survey base line

- Base line will be referenced by station and offset and tied to the project control.
- Review assembled land records with field and office staff.
- Process control field notes
 - Run closures on level runs. Balance and finalize project benchmark elevation.
 - Review GPS check on published control marks.
- Process property and right-of-way ties.
 - Recover and locate existing right-of-way, property and land monumentation to re-establish approximate right-of-way lines.
 - From field located corners, compute and establish approximate road rights-of-way and easements. Property lines will not be surveyed but will be shown for informational purposes.
 - Calculate project base line and stationing. Base line will be tied to found survey monumentation and project control points.
- Set project control points
 - Establish horizontal control using RTK GPS procedures. All horizontal data will be in the North American Datum of 1983 (2011 adjustment).
 - Level run through project control points based on published National Geodetic Survey benchmarks. All values will be in the North American Vertical Datum of 1988 (NAVD88).
- Locate drainage and sewer structures
 - Measurements of pipes and invert elevations will be collected if structure is clear of debris.
- Map features from field collected data.
 - Above ground features will be mapped.
 - Add symbols for all located utilities.
 - Elevations will be shown for road pavement, sidewalks, driveways, manholes, culverts and natural ground at locations as necessary to adequately convey existing features within the survey limits described.
- Generate DTM from field data.
 - Locate all above ground features and improvements for the limits of the project by collecting the required data for the purpose of creating a DTM with sufficient density. Shoot all break lines, high and low points. Effort includes field edits, analysis and processing of all field collected data, existing maps, and/or reports.
 - Establish DTM limits
 - Create DTM from elevation data and format for design engineer.
- Field review
 - A field review will be conducted comparing final survey base map data to existing project conditions.
 - Map mark-ups will be created noting any changes or differences. Any missed items will be field collected at the time of field review.
- Perform office Quality Assurance and Quality Control checks of mapping.
- Deliverable
 - Deliverable will be a digital AutoCAD file and Surveyor's Report
- Obtain Geotechnical Boring Locations
 - Perform 3-dimensional (X,Y,Z) field location, or stakeout, of boring sites established by geotechnical engineer. Includes field edits, analysis and processing of all field collected data and/or reports.

3) **TRAFFIC DATA AND ANALYSIS**

Consultant will collect traffic data and analyze as follows:

- Traffic Data Collection: The Consultant will obtain one-day A.M. and P.M. peak two (2) hour Turning Movement Counts for up to four (4) intersections located within the project limits as coordinated with the Village.
- The Consultant will obtain seven-day twenty-four (24) hour bi-directional counts for up to two (2) locations within the area of study.
- If the Village of Estero or Lee County determines that additional data collection is necessary during the permitting phase of the project it will be in addition to this scope and fee.
- Count Stations: FDOT Count Station 120166, as applicable.
- Traffic Monitoring Sites: Village Location ID No.5 and No.8, as applicable.
- Provide recommended turn lane lengths for existing roadway areas with existing turnlanes. Both Estero High School Entrances will be evaluated as well as at the intersection of River Ranch Road and Williams Road intersection in the event that conventional intersection improvements are proceeded with. No other new turn lanes are anticipated.
- A field inventory will be provided and will include the existing geometry, speed limits, signing and marking. The inventory will include right-of-way as identified by the surveyor.
- The Consultant will develop the following in support of the analysis, evaluation and findings for the design alternatives.
 - Opening Year and Design Year Traffic Volume Forecasts:
 - Based on the agreed methodology between the Village and Consultant, the Consultant will develop Opening Year and Design Year traffic turning movement volumes for the AM and PM Peak Hour analysis periods.
 - Roundabout Level-of-Service Analysis:
 - The Consultant will perform an AM and PM Peak Hour level-of-service analysis for both the Opening and Design Years. The opening and design year analysis will be based on a one-lane roundabout.
 - Right-of-way Evaluation
 - The Consultant will perform a right-of-way evaluation to determine if there is a need for additional right-of-way for the intersection design alternatives.
 - Traffic Technical Memorandum: Consultant shall prepare a traffic technical memorandum summarizing the roadway conceptual alternatives for the project.

4) **GEOTECHNICAL SERVICES**

Consultant will perform fifteen (15), five-foot deep hand auger borings on River Ranch Road spaced at 250' intervals, alternating from east to west sides of the road. Three (3) five-foot auger borings on the north side of Williams Road spaced no more than at 500' intervals will be obtained. Visual soils classification and sieve analysis from samples obtained from these borings will be provided.

Four (4) percolation tests will be conducted identifying hydraulic conductivity of the soils.

Four (4) pavement cores will be obtained on River Ranch Road at no more than 1,000' intervals alternating travel lanes in efforts to determine the existing asphalt, base and stabilization characteristics of the existing roadway.

One (1) 25' Standard Penetration Test will be obtained on the Estero High School property near the existing wet detention pond to determine existing soils in the vicinity of the pond. No borings for signals, lighting or other structures are anticipated.

- Coordinate and Develop TTCP for Field Investigation
 - Coordinate and develop Temporary Traffic Control Plan (TTCP). All work zone traffic control will be performed in accordance with the FDOT's Standard Plans Index 102 series.
- Drilling Access Permits
 - Obtain State, County, City, and Water Management District permits for performing geotechnical borings, as needed.
- Property Clearances
 - Notify property tenants in person of drilling and field activities, if applicable. Written notification to property owners/tenants is the responsibility of the Village's Project Manager.
- Seasonal High-Water Table
 - Review the encountered ground water levels and estimate seasonal high ground water levels. Estimate seasonal low ground water levels, if requested.
- Parameters for Water Retention Areas
 - Calculate parameters for water retention areas, exfiltration trenches, and/or swales.
- Stormwater Volume Recovery and/or Background Seepage Analysis
 - Provide exfiltration tests at locations approved by the Village.
- SPT Boring Drafting
 - Prepare a complete set of drawings to include all SPT borings, auger borings and other pertinent soils information in the plans. Include these drawings in the Final Geotechnical Report. Draft borings, location map, S.C.S. map and U.S.D.A. map as directed by the VILLAGE.

Soil testing methods and procedures will be conducted in accordance with applicable ASTM and/or AASHTO soils standards. A letter report will be prepared upon completion of the field and laboratory services. Provide geotechnical recommendations regarding the proposed roadway construction project including the following: description of the site/alignment, design recommendations and discussion of any special considerations. The report will present the following information at a minimum:

- Discussion of the site's surficial features that may impact construction.
- Discussion of the estimated subsurface profile as encountered in the soil borings completed for this study and previous studies, if available.
- Evaluation of the site and the subsurface conditions as they relate to the site.
- Construction criteria that may be used in the site preparation of the site prior to construction.
- Suitability for use as construction material of the soils encountered in the borings.
- Hydraulic conductivity of the encountered soils for use in water management calculations and/or modeling.

5) PRELIMINARY ENVIRONMENTAL ASSESSMENT

Consultant will conduct a preliminary environmental assessment of the study area to determine potential wetland and listed species issues that may need to be addressed with future design/permitting of the project area and provide a preliminary overview of anticipated mitigation and permitting efforts related to the same. As part of the assessment, a desk-top analysis will first be conducted to identify adjacent permits/natural features that may need to be considered during preparation of design alternatives within the study area. A field analysis will then be conducted within the study area to evaluate preliminary limits of jurisdictional wetlands and surface waters and identify direct signs of listed species utilization that may be found during the field review. Habitat mapping within the study area will be done in accordance with the Florida Land Use, Cover and Forms Classification System

(FLUCFCS) (FDOT, 1999), which will also be used to evaluate the potential presence of listed species within the project area. The project engineer may utilize the preliminary environmental information in an effort to help avoid/minimize impacts while preparing design alternatives. A report summarizing the assessment methodology and the potential impacts (with maps), permitting, and mitigation (if applicable) that may be associated with the design alternatives will be provided as final deliverable for this task. This task includes up to one meeting with the South Florida Water Management District (SFWMD), U.S. Army Corps of Engineers (USACE) and Village of Estero, if needed.

6) SOUTH FLORIDA WATER MANAGEMENT DISTRICT (SFWMD) COORDINATION

Consultant provide preliminary coordination of drainage concepts with the SFWMD to obtain preliminary approval of design concept/requirements.

- It is anticipated that the following permit modifications will be necessary
 - **SFWMD Modification - Williams Road, Permit Nos. 87-00053-S, 36-00288-S-02**
 - **SFWMD Modification - Estero High School, Permit No. 36-00621-S**
 - **SFWMD Modification - Corkscrew Road, Permit No. 36-03277-P**
 - **SFWMD New Individual Permit – River Ranch Road**

7) PRELIMINARY ROADWAY ANALYSIS

This task will involve the analysis and development of the preliminary geometric design alternatives for the proposed roadway(s), taking into account the design vehicle and existing conditions at the intersections. The posted speed on Williams Rd. is 45 mph and on River Ranch Rd. is 30 mph. The project will evaluate the feasibility for the widening of the existing River Ranch Road to improve vehicle, bicycle and pedestrian safety; which could include 2-11' travel lanes, 5' paved shoulders and 6' concrete sidewalks on each side of the roadway or two 10 or 11 ft travel lanes, paved shoulders and a 6 ft sidewalk on one side of the road and a shared use path on the other side of the road. The project requires drainage and bike/pedestrian improvements first but desires these additional roadway improvements if possible. Evaluation of improvements for the circulation and vehicular storage surrounding Estero High School on River Ranch Road is included. Evaluation of intersection alternatives for the Williams Road and River Ranch Road intersection is also included. The following tasks will be provided:

- Provide up to two Typical Section alternatives for Village approval. Typical section approval by Village will be necessary to proceed with Phase II design components.
- Pavement design will be based upon Village Code minimum for major collector roadway.
- Analyze and document potential roadway improvements in accordance with applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.
- Perform a Geometric and Operation Analysis to establish a roundabout alignment, geometry and lane requirements at River Ranch Road and Williams Road. Roundabout geometric and operational analysis must be documented in a preliminary report including data collection, conceptual layout, crash analysis, traffic counts, traffic forecast, and future design and opening year analysis.
- Perform efforts required for traffic data collection and required design elements for the above steps accordingly, including crash reports, 24-hour machine counts, peak hour turning movement counts, existing geometrics, pedestrian and bicycle volumes, posted speed limits, delay counts, design vehicle, etc.

8) PRELIMINARY DRAINAGE ANALYSIS

This task includes the preliminary analysis of roadway and surrounding area drainage system(s) which may include swales and piping systems along with modifications of the existing drainage system. Anticipated drainage systems include open and closed conveyance for onsite/offsite runoff conveyance(s). Exfiltration systems could be

proposed under/near the potential sidewalk areas on both sides of River Ranch Road and Williams Road within the project limits. Floodplain evaluation and compensation is required. Stormwater management is anticipated to utilize the exfiltration systems as the treatment mechanism. Additional dry detention/retention may be required. Nutrient Loading Analysis will be required. Extensive offsite pond location analysis for stormwater management and flood plain compensation is not included. All stormwater management is anticipated to be provided in the Village R/W or on the Lee County School Board site(s). Preliminary drainage analysis will identify whether the additional storage areas can be provided within the existing right of way or if the Village will need to secure additional right-of-way. Additional coordination services will be required in the event right-of-way acquisition is necessary. Consultant will evaluate and coordinate with SFWMD to determine if the project can qualify for an exemption.

- Drainage Map
 - Create a (pre- condition) working drainage basin map to be used in defining the system hydrology for immediate project and surroundings. This map shall incorporate drainage basin boundaries, existing survey and/or LiDAR and field observations, as necessary, to define the system.
- Identify if Additional Cross Drains are Recommended.
- Preliminary Analysis of Ditches/Stormwater Management Facilities
 - Analyze roadway linear stormwater management facility/conveyance/outfall ditches. This task includes preliminary capacity calculations, longitudinal grade adjustments, flow changes, additional adjustments for ditch convergences, design of side drain pipes, and documentation. Perform preliminary routings, pollutant/nutrient loading calculations, recovery calculations, outlet control structure(s)/concepts. Analyze preliminary exfiltration system requirements to provide stormwater treatment and attenuation. Identify location for percolation tests and review these, determine the size and length of systems and preliminarily design the control structure/weir, and model the system of inlets, conveyances, and other outfalls using ICPR. These systems are anticipated to be located under the proposed sidewalks on River Ranch Road. No extensive off-site stormwater management facility design analysis is included other than modification of the Estero High School existing pond located at the corner of Williams Rd and River Ranch Road.
- Preliminary Analysis of Floodplain Compensation
 - Determine floodplain encroachments, coordinate with regulatory agencies, and develop proposed compensation area layout (shape, contours, slopes, volumes, etc.). Document the design following the requirements of the regulatory agency.

9) INITIAL UTILITY COORDINATION

This task will include contacting and providing information to utility providers that own or maintain facilities within and adjacent to the project area. Activities include:

- Prepare initial contact letters to all affected utility owners, along with a copy of the design survey for markups by the respective utility owners.
- Attend Utility Coordination Meetings provided under Project Management (at Village with Utility Owners).
- Existing utility facilities requiring relocation will be designed by the utility owner. Utility relocation plans are not included in this scope of services.

10) PRELIMINARY SIGNING & MARKING ANALYSIS

This task involves the conceptual stage signage and pavement markings for the roadway, bike and pedestrian alternatives in accordance with the current editions of the FDOT Standard Plans, FDOT Specifications and the Manual of Uniform Traffic Control Devices. Signing and markings will be provided for conceptual exhibits only. Conceptual signing and marking will be included for all of the intersecting roadways impacted by the project's

design. No overhead, cantilever or special guide signs are included. Restriping of Estero High School facilities is not included: only signing and markings necessary to convey reconfigured school areas are included.

11) PRELIMINARY LIGHTING ANALYSIS

This task involves analyzing the lighting for the roadway improvements in accordance with the current editions of the FDOT Standard Plans, Florida Greenbook and Lee County/Village standards. Consultant shall analyze lighting alternative concepts for the Williams Road and River Ranch Road conventional intersection as well as potential roundabout design as well as for an uncontrolled pedestrian crossing. Additional analysis will be conducted on River Ranch Road between Williams Road and Ridge Runner Court to provide illumination surrounding the Estero High School Entrances.

- Lighting Design Analysis Memorandum
 - The Consultant shall prepare a Preliminary Lighting Design Analysis Memorandum. The memorandum shall be submitted under a separate cover with the submittal. The memorandum shall provide analyses for the intersection/roundabout, uncontrolled crossing, and potential mainline lighting along River Ranch Road from Williams Road to just south of Ridge Runner Court. Each lighting calculation shall be properly identified as to the area that it covers.

 - The memorandum shall include the Lighting Design Criteria that will be used for basis of design.

12) PRELIMINARY COST OPINIONS

Consultant is to develop preliminary opinion of probable construction costs for the design concepts outlined in Item 13, Preliminary Design Summary.

13) PRELIMINARY DESIGN SUMMARY

Consultant will provide a brief preliminary concept exhibit summary based upon the following (concept development included in the above associated tasks):

- Concept Exhibits
 - River Ranch Road/Williams Road Intersection (up to 3 concepts)
 - Estero High School Entrances (up to 3 (total) for both existing entrances)
 - River Ranch Road (up to 2 general roadway typical section concepts)
 - Drainage (up to 2 general project concepts)
 - Bike/Ped (up to 2 alternate concepts)
 - Lighting (up to 2 alternate design concepts)

- Memorandum
 - Summarize all of the above noted components for the project with recommendations to proceed with the design phase of the project. Memorandum shall be used by the Village to provide Consultant direction to proceed with design services.

14) SERVICES TO BE PROVIDED BY THE VILLAGE OR BY OTHERS

- All information that may come to the Village pertaining to future improvements.
- All future information that may come to the Village during the term of the Consultant's Agreement, which in the opinion of the Village is necessary for the prosecution of the work.
- Available traffic and planning data.
- All approved utility relocations.

- Any necessary title searches.
- All available information in the possession of the Village pertaining to utility companies whose facilities may be affected by the proposed construction.
- All future information that may come to the Village pertaining to subdivision plans so that the Consultant may take advantage of additional areas that can be utilized as part of the existing right of way.
- Systems traffic for Projected Design Year, with K, D, and T factors.
- Existing right of way maps.
- Letters of authorization designating the Consultant as an agent of the Village in accordance with F.S. 337.274.
- Phase reviews of plans and engineering documents.
- Regarding Environmental Permitting Services:
 - Approved Permit Document when available.
 - General philosophies and guidelines of the VILLAGE to be used in the fulfillment of this contract. Objectives, constraints, budgetary limitations, and time constraints will be completely defined by the Project Manager.
 - Appropriate signatures on application forms.
 - All permitting Fees
- Reproduction fees for plans greater than 11x17 in size.

15) COMPENSATION

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

Project: RIVER RANCH ROAD
 Project No. 19-0046

Fee Sheet Summary		Principal	Project Manager	Design Engineer, PE	Design Engineer, EI	CAD Designer	CAD Technician	CW3 Engineering Fee	Sub-Consultant Fee	Total Fee	Task Duration (Days)	Task Start from NTP
Item	Phase	\$200.00	\$175.00	\$140.00	\$125.00	\$130.00	\$115.00					
1	PROJECT MANAGEMENT		200			45		\$40,850.00	\$0.00	\$40,850.00	180	0
2	SURVEY SERVICES		8			20		\$4,000.00	\$45,000.00	\$49,000.00	45	0
3	TRAFFIC DATA AND ANALYSIS		20			16		\$5,580.00	\$11,420.00	\$17,000.00	45	0
4	GEOTECHNICAL ANALYSIS		4			4		\$1,220.00	\$16,990.00	\$18,210.00	30	0
5	PRELIMINARY ENVIRONMENTAL ASSESSMENT		16			8		\$3,840.00	\$11,380.00	\$15,220.00	90	0
6	SPWMD COORDINATION		24			12		\$5,760.00	\$0.00	\$5,760.00	90	90
7	PRELIMINARY ROADWAY ANALYSIS		120			188		\$45,440.00	\$0.00	\$45,440.00	180	0
8	PRELIMINARY DRAINAGE ANALYSIS		112			80		\$30,000.00	\$0.00	\$30,000.00	180	0
9	INITIAL UTILITY COORDINATION		6			24		\$4,170.00	\$0.00	\$4,170.00	60	45
10	PRELIMINARY SIGNING & MARKING ANALYSIS		12			24		\$5,220.00	\$0.00	\$5,220.00	180	180
11	PRELIMINARY LIGHTING ANALYSIS		8			12		\$2,960.00	\$6,060.00	\$9,020.00	90	45
12	PRELIMINARY COST OPINIONS		20			32		\$7,660.00	\$0.00	\$7,660.00	30	150
13	PRELIMINARY DESIGN SUMMARY		80			40		\$19,200.00	\$0.00	\$19,200.00	60	120
Totals			630			505	0	\$175,900.00	\$90,850.00	\$266,750.00		