

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 Johnson Engineering, Inc. whose address is 2122 Johnson Street, Fort Myers, FL 33901, hereinafter referred to as the "Consultant."

WITNESSETH

WHEREAS, the Village has determined that it is necessary to retain a Consultant for the purpose of providing professional consultant services under a piggyback of Lee County Bid No. CN180576ANB Design – Corkscrew Road Widening – BHG to Alico Road; and

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

WHEREAS, the Consultant is qualified, willing and able to provide and perform all such services; and

WHEREAS, the Consultant was reviewed and selected on May 27, 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 Consultant for the rendering of those services described in the Scope of Services until the project is completed to the satisfaction of the Village.

NOW, THEREFORE, the Village and the Consultant, 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 Lee County CN180576ANB Design – Corkscrew Road Widening – BHG to Alico Road is 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) CN180576ANB Design – Corkscrew Road Widening – BHG to Alico Road;
- 2) This Agreement and any Exhibits or Amendments thereto;
- 3) The Proposal submitted by Consultant.

ARTICLE 2.
CONSULTANT'S SCOPE OF SERVICES

2.1. Consultant 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. Consultant agrees to provide its services and materials in the times allowed for performance contained in the Scope of Services. The Consultant 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 Consultant 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 CONSULTANT'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 \$519,485 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 Consultant 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 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. Consultant 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, Consultant must adjust billing accordingly. However, Consultant will be entitled to payment of any portion of a billing not in dispute.

3.6. Village will pay Consultant'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 Consultant 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 Consultant 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. **CONSULTANT'S RESPONSIBILITIES**

4.1. Consultant 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 Consultant, both orally and in writing, to be possessed by Consultant, 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 Consultant's profession. The same standards of care will be required of any subconsultant or subcontractor engaged by Consultant.

4.2. Consultant 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 Consultant include, but are not limited to, license fees, memberships, and dues; automobile and other travel expenses; meals and entertainment; and any applicable insurance premiums. Consultant may be reimbursed for certain allowable expenses upon submission to the Village used in connection with the services performed pursuant to this Agreement.

4.3. Consultant 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 Consultant or any subconsultant or subcontractor engaged by Consultant for one year after the completion of Consultant'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 Consultant'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. Consultant 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 Consultant. Minor deficiencies include but are not limited to changes in Americans with Disability Act requirements.

4.5. Consultant 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 Consultant 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 Consultant'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. Consultant 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 Consultant.

6.2. The Village will furnish to Consultant, upon request of Consultant 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, Consultant 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 Consultant 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 Consultant to perform the services described in this Agreement.

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

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 Consultant to terminate the services of the Consultant and, in that event, the Consultant must cease work and will deliver to the Village all documents, (including reports, designs, specifications, and all other data) prepared or obtained by the Consultant in connection with its services. The Village will, upon receipt of the aforesaid documents, pay to the Consultant, and the Consultant 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 Consultant has abandoned performance under this Agreement, then the Village may terminate this Agreement upon three (3) calendar day's written notice to the Consultant indicating its intention to terminate. The written notice will state the evidence indicating the Consultant's abandonment. Payment for services performed prior to the Consultant'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:

Consultant: Johnson 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 Consultant 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 Consultant 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 Consultant 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 consultants 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. Consultant 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 Consultant or any of Consultant's employees, except as herein set forth, and Consultant expressly warrants not to represent at any time or in any manner that Consultant or any of Consultant's agents, servants or employees are in any manner agents, servants or employees of the Village. It is understood and agreed that Consultant is, and will remain at all times remain, a wholly independent contractor and that Consultant's obligations to the Village are solely as prescribed by this Agreement.

ARTICLE 13.
AUDIT AND RECORDS REQUIREMENTS

13.1. Consultant 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 Consultant'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 Consultant will notify the Village and deliver to the Village any records the Village requests. Consultant 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 Consultant and the subconsultant or subcontractor.

13.2 If the records are unavailable locally, it will be the Consultant's responsibility to insure that all required records are provided at the Consultant'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. Consultant 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 Consultant. Records may be provided in the form or format in which they are kept including electronic files. Consultant'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, Consultant 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 act, error, omission, or default of Consultant or Consultant'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 Consultant 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 Consultant 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 Consultant has been convicted of any offenses requiring registration as a sexual offender or sexual predator, regardless of the location of conviction, the Consultant 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 Consultant 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. Consultant certifies that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant 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 Consultant 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 Consultant 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.

Johnson 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

May 20, 2020

EXHIBIT A



SCOPE OF SERVICES

FOR

Corkscrew Road Improvements Design & Permitting

From Ben Hill Griffin Parkway to east side of Bella Terra

PROJECT NO. XXXX

Village of Estero

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SCOPE OF SERVICES FOR CONSULTING ENGINEERING SERVICES

This Exhibit forms an integral part of the agreement between the Village of Estero (hereinafter referred to as the VILLAGE) and **Johnson Engineering, Inc.** (hereinafter referred to as the CONSULTANT) relative to the transportation facility enhancement improvements described as follows:

Description: **Corkscrew Road enhancement improvements from Ben Hill Griffin Parkway to east side of Bella Terra.**

1 PURPOSE

The purpose of this Exhibit is to describe the scope of work and the responsibilities of the CONSULTANT and the VILLAGE in connection with the design, plan production and associated engineering services, as necessary, for improvements to the transportation facility described herein.

The Scope of Services establishes which items of work are specifically prescribed to accomplish the work included in this contract, and also indicate which items of work will be the responsibility of the CONSULTANT and/or the VILLAGE.

The CONSULTANT shall be aware that as a project is developed, certain modifications and/or improvements to the original concepts may be required. The CONSULTANT shall incorporate these refinements into the design and consider such refinements to be an anticipated and integral part of the work. This shall not be a basis for any supplemental fee request(s).

The CONSULTANT shall demonstrate good project management practices while working on this project. These include communication with the VILLAGE and others as necessary, management of time and resources, and documentation. The CONSULTANT shall provide qualified technical and professional personnel to perform to VILLAGE standards and procedures, the duties and responsibilities assigned under the terms of this agreement. The CONSULTANT shall minimize to the maximum extent possible the VILLAGE's need to apply its own resources to assignments authorized by the VILLAGE.

The VILLAGE will provide contract administration, management services, and technical reviews of all work associated with the development and preparation of contract documents, including construction documents. The VILLAGE's technical reviews are for high-level conformance and are not meant to be comprehensive reviews. The CONSULTANT shall be fully responsible for all work performed and work products developed under this Scope of Services. The VILLAGE may provide job-specific information and/or functions as outlined in this contract, if favorable.

Applicable design criteria shall be the latest version, at the time of contract execution, of the Florida Department of Transportation (FDOT) *Manual of Uniform Minimum Standards for Design, Construction, and Maintenance for Streets and Highways* (MUMS), commonly referred to, and referred to herein, as the "Florida Greenbook."

2 PROJECT DESCRIPTION

The CONSULTANT shall use the current Corkscrew Road Widening design concepts as a basis for the design unless otherwise directed by the VILLAGE. The project is generally described as follows:

- **Work shall include three primary areas of enhancement including:**
 - **Incorporation of a 10' shared use path (SUP's) on the south side of the road from Ben Hill Griffin Parkway to the east side of Bella Terra and on the north side from Ben Hill Griffin Parkway to the east side of Grandezza. The alignment shall be offset from the back of curb wherever feasible to allow improved function and aesthetics and may require additional right-of-way (ROW) and/or access/construction easements.**
 - **Incorporation of decorative streetlighting from Ben Hill Griffin Parkway to the east side of Bella Terra. Pole, arm, and fixtures to be approved by the VILLAGE.**
 - **Incorporation of enhanced landscaping within the median and on the south side of the road from Ben Hill Griffin Parkway to the east side of Bella Terra and on the north side from Ben Hill Griffin Parkway to the east side of Grandezza. Associated irrigation and irrigation source shall be included. Median landscaping shall be designed to take into account the ultimate six lane configuration.**
- **Work shall include related analyses, design, and permitting of noted enhancements as described herein. Construction plans shall be provided in three component plan sets.**

This Scope of Services is based on several assumptions critical to the work described herein including:

- **The CONSULTANT may utilize and rely upon survey, design and permitting information obtained and/or developed under Lee County's Corkscrew Road Widening Improvements project.**
- **Cooperation amongst the VILLAGE and Lee County on the use of existing County owned ROW, property and easements.**
- **Any proposed improvements, outside the currently permitted improvements, avoid any wetland or protect species impacts that would necessitate additional permitting.**
- **Limited Development Orders (LDO's) are required from both the Village of Estero and Lee County. LCDOT ROW shall be obtained by the Contractor.**
- **Additional site assessments, such as Cultural Resource Assessment Surveys (CRAS) and Environmental Site Audits (i.e. Ph1, Ph2, etc.) are not required of any new ROW/easement area proposed.**

- **The ROW/easement acquisition, or modification of existing easements, will be provided by the VILLAGE.**

It is understood that additional services outside of or inconsistent with the above referenced improvements or assumptions are not included in this Scope of Services.

3 PROJECT COMMON AND PROJECT GENERAL TASKS

Project Common Tasks

Project Common Tasks, as listed below, are work efforts that are applicable to many project activities.

Cost Estimates: The CONSULTANT shall be responsible for producing a construction cost estimate and reviewing and updating the cost estimate when scope changes occur and/or at milestones of the project.

Technical Special Provisions: The CONSULTANT shall provide Technical Special Provisions for all items of work not covered by the FDOT Standard Specifications for Road and Bridge Construction.

Field Reviews: The CONSULTANT shall visit the project site as required to obtain necessary data for all elements of the project.

Technical Meetings: The CONSULTANT shall attend all technical meetings necessary to execute the Scope of Services of this contract. This includes meetings with VILLAGE and/or Agency staff, between disciplines and subconsultants.

Quality Assurance/Quality Control: It is the intention of the VILLAGE that design CONSULTANTS, including their subconsultant(s), are held responsible for their work, including plans review. It is the CONSULTANT's responsibility to independently and continually QC their plans and other deliverables. The CONSULTANT shall be responsible for the professional quality, technical accuracy and coordination of all surveys, designs, drawings, specifications and other services furnished by the CONSULTANT.

Supervision: The CONSULTANT shall supervise all technical design activities.

Coordination: The CONSULTANT shall coordinate with all disciplines of the project to produce a final set of construction documents.

Project General Tasks

Project General Tasks, described in Sections 3.1 through 3.7 below, represent work efforts that are applicable to the project as a whole and not to any one or more specific project activity. The work described in these tasks shall be performed by the CONSULTANT when included in the project scope.

3.1 Public Involvement

Public involvement includes communicating to all interested persons, groups, government organizations and Village Council information regarding the development of the project. The CONSULTANT shall provide to the VILLAGE drafts of all Public Involvement documents (i.e., newsletters, property owner letters, advertisements, etc.), if any, associated with the following tasks for review and approval prior to printing and / or distribution.

3.1.7 Renderings

The CONSULTANT shall prepare roadway plan view and typical section concept renderings for use in public meetings.

3.1.10 Public/Stakeholder Meeting Participation

The CONSULTANT shall attend and participate in public meeting(s) with an appropriate number of personnel to assist the VILLAGE's Project Manager.

It is estimated for this project there will be five (5) public/stakeholder meetings during the design.

3.3 Specifications Package Preparation

The CONSULTANT shall prepare and provide a specifications package prepared in accordance with the FDOT Handbook for the Preparation of Specification Packages modified as necessary to suit standard VILLAGE practices and procedures. The specifications package shall address all items necessary to cover the work associated with the sidewalk, pathway, lighting and landscaping improvements and include any Mandatory Specifications, Modified Special Provisions, and Technical Special Provisions.

3.4 Contract Maintenance

Contract maintenance includes project management effort for complete setup and maintenance of files, schedule updates, and work effort to develop and execute subconsultant agreements, etc.

3.6 Project Manager Meetings

Includes time for travel and attendance at Activity Technical Meetings and other general progress and coordination meetings.

3.8 Post Design Services

Post Design Services may include, but are not limited to; meetings, construction assistance, providing interpretations and clarifications, shop drawing and product submittal review and record drawings.

Post Design Services are not intended for instances of CONSULTANT errors and/or

omissions.

3.13 Other General Project Tasks - LDO Assistance

The CONSULTANT shall assist the VILLAGE in applying for separate Limited Development Orders (LDO's) for both the Village of Estero and Lee County. The CONSULTANT shall prepare necessary support documentation and respond to Requests for Additional Information (RAI's).

4 ROADWAY ANALYSIS

The CONSULTANT shall analyze and document the proposed SUP alignment and design in accordance with the Florida Greenbook.

4.1 Typical Section Package

The CONSULTANT shall provide a concept typical section package for review and acceptance by the VILLAGE prior to the 60% plans submittal.

4.5 Horizontal/Vertical Master Design Files

The CONSULTANT shall design the geometrics using the design standards that are most appropriate with proper consideration given to function, adjacent land use, design consistency, aesthetics, pedestrian and bicycle concerns and ADA requirements.

4.7 Cross Section Design Files

The CONSULTANT shall establish and develop cross section design files in accordance with the FDOT CADD manual.

4.12 Quantities

The CONSULTANT shall determine quantities for proposed items of work and prepare applicable summary of quantities sheets. This includes all efforts required to develop accurate quantities and the supporting documentation, including construction days when required.

4.13 Cost Estimate

4.14 Technical Special Provisions

4.16 Field Reviews

4.17 Technical Meetings

4.18 Quality Assurance/Quality Control

4.20 Supervision

4.21 Coordination

5 ROADWAY PLANS

The CONSULTANT shall prepare necessary plan sheets, notes, and details. The plans shall include the following sheets necessary to convey the intent and scope of the project for the purposes of construction.

- 5.1 Key Sheet**
- 5.2 Summary of Pay Items**
- 5.3 Drainage Map**
- 5.4 Typical Section Sheets**
 - 5.4.1 Typical Sections
 - 5.4.2 Typical Section Details (as necessary)
- 5.5 General Notes/Pay Item Notes**
- 5.6 Summary of Quantities**
- 5.9 Summary of Drainage Structures (as necessary)**
- 5.11 Project Layout**
- 5.13 Profile Sheet**
- 5.14 Plan Sheet**
- 5.15 Special Profile (as necessary)**
- 5.19 Intersection Layout Details (as necessary)**
- 5.20 Special Details (as necessary)**
- 5.21 Drainage Structure Cross Sections (as necessary)**
- 5.22 Miscellaneous Drainage Detail Sheets (as necessary)**
- 5.23 Lateral Ditch Plan/Profile (as necessary)**
- 5.24 Lateral Ditch Cross Sections (as necessary)**
- 5.25 Retention/Detention Ponds Detail Sheet (as necessary)**
- 5.29 Cross Sections**

- 5.33 Utility Adjustment Sheets**
- 5.35 Erosion Control Plan**
- 5.36 SWPPP**
- 5.37 Project Network Control Sheet**
- 5.40 Quality Assurance/Quality Control**
- 5.41 Supervision**

6 DRAINAGE ANALYSIS

The CONSULTANT shall be responsible for designing necessary modifications to the drainage and stormwater management system as proposed by Lee County DOT in the latest plans for the Corkscrew Road Widening improvements. All design work shall comply with the requirements of the appropriate regulatory agencies.

The CONSULTANT shall coordinate with the appropriate permitting agencies and the VILLAGE's staff. All activities and submittals should be coordinated through the VILLAGE's Project Manager. The work will include the engineering analyses for any or all of the following:

6.3 Design of Cross Drains

Analyze the hydraulic design and performance of cross drains. Document the design as required.

6.4 Design of Ditches

Design roadway conveyance and outfall ditches. This includes determining ditch cross sections, grades, selecting suitable channel lining, designing the side drain pipes, and documentation. (Design of linear stormwater management facilities in separate task.)

6.6 Design of Stormwater Management Facility (Roadside Ditch as Linear Pond)

Design stormwater management facilities to meet requirements for stormwater quality treatment and attenuation. Develop proposed pond layout (shape, contours, slopes, volumes, etc.).

6.8 Design of Storm Drains

Determine location and extent of roadway drainage collection and conveyance facilities to accommodate the desired improvements.

6.12 Drainage Design Documentation Report

Compile drainage design documentation into report format as necessary to describe proposed drainage improvements and modifications to the permitted Water

Management System in support of the ERP modification package.

6.15 Cost Estimate

6.16 Technical Special Provisions

6.17 Other Drainage Analysis

The CONSULTANT shall prepare application package and necessary support documents for an Environmental Resource Permit (ERP) submission to South Florida Water Management District. The CONSULTANT shall attend one pre-application meeting and respond to Requests for Additional Information (RAI) generated by the submission.

This item is intended to cover only the drainage aspects of the ERP permitting. The environmental aspects are covered under *Task 8 - Environmental Permits* in this Scope of Services.

It is assumed modification of the adjacent development existing ERP's is not necessary as adjacent site impacts are expected to be minimal and treatment of additional impervious surfaces, if necessary, will be covered under the roadway ERP modifications described above.

6.18 Field Reviews

6.19 Technical Meetings

6.20 Quality Assurance/Quality Control

6.22 Supervision

6.23 Coordination

7 UTILITIES

The CONSULTANT shall identify utility facilities and assist VILLAGE in securing agreements, utility work schedules, and plans from the Utility Agency Owners (UAO) for any utility adjustments that become necessary or are not already addressed with the roadway utility relocation efforts.

7.1 Kickoff Meeting

Before any contact with the UAO(s), the CONSULTANT shall meet with the VILLAGE to receive guidance. The CONSULTANT shall bring a copy of the design project work schedule reflecting utility activities.

7.2 Identify Existing UAO(s)

The CONSULTANT shall identify utilities within and adjacent to the project limits

that may be impacted by the project based on as-built information provided by the UAO's.

7.3 Make Utility Contacts

First Contact: The CONSULTANT shall email the plan set(s) in PDF format to each utility. Includes contact by phone for meeting coordination. Request type, size, location, easements, and cost for relocation if reimbursement is claimed. Request the voltage level for power lines in the project area.

Second Contact: At approximately four (4) weeks prior to the preliminary utility meeting, the CONSULTANT shall email pdf of 60% plans and the Utility Conflict Matrix (when applicable) to each UAO having facilities located within the project limits.

7.5 Preliminary Utility Meeting

The CONSULTANT shall schedule (time and place), notify participants, and conduct a preliminary utility meeting with all UAO(s) having facilities located within the project limits for the purpose of presenting the project, review the current design schedule, evaluate the utility information collected, discuss the utility work by highway contractor option with each utility, and discuss any future design issues that may impact utilities. This is also an opportunity for the UAO(s) to present proposed facilities.

7.6 Individual/Field Meetings

The CONSULTANT shall meet with each UAO as necessary, separately or together, throughout the project design duration to provide guidance in the interpretation of plans, review changes to the plans and schedules, optional clearing and grubbing work, and assist in the development of the UAO(s) plans and work schedules.

7.7 Collect and Review Plans and Data from UAO(s)

The CONSULTANT shall review utility marked plans and data individually as they are received for content. Ensure information from the UAO (utility type, material and size) is sent to the designer for inclusion in the plans. Forward all requests for utility reimbursement and supporting documentation to the VILLAGE.

7.10 Review Utility Markups & Work Schedules and Processing of Schedules & Agreements

The CONSULTANT shall review utility marked up plans and work schedules as they are received for content and coordinate review with the designer. Send color markups and schedules to the appropriate VILLAGE office(s) for review and comment.

7.11 Utility Coordination/Follow-up

The CONSULTANT shall provide utility coordination and follow up. This includes follow-up, interpreting plans, and assisting the UAO(s) with completion of their work schedules and agreements. Includes phone calls, face-to-face meetings, etc., to motivate and ensure the UAO(s) complete and return the required documents in accordance with the project schedule. Ensure the resolution of all known conflicts. The CONSULTANT shall keep accurate minutes of all meetings and distribute a copy to all attendees. This task can be applied to all phases of the project.

7.12 Utility Constructability Review

The CONSULTANT shall review utility schedules against construction contract time, and phasing for compatibility.

8 ENVIRONMENTAL PERMITS

The CONSULTANT shall provide environmental assessment services in support of the proposed improvements and necessary permitting. It is assumed any improvements outside of those areas already permitted and mitigated for under Lee County's Corkscrew Road Widening Improvements project shall be designed to avoid impact to wetlands and protected species.

8.1 Wetland Flagging/Habitat Mapping/Listed Species Survey

The CONSULTANT shall perform a field review by a qualified biologist in areas of improvements outside of the permitted Corkscrew Road Widening Improvements project to determine presence, or lack thereof, of jurisdictional wetlands and protected species. If, during the field review, potential wetlands are observed in close proximity to the improvement flags will be placed at the approximate jurisdictional lines. A memorandum, including FLUCFCS map, shall be prepared documenting findings.

This item of work does not include formal jurisdictional line determination or coordination with permitting agencies. It is assumed design improvements will be modified to avoid impacts to potential wetlands and protected species. If wetland or protected species impacts become necessary additional services will be necessary and be considered additional services to be negotiated at a later date.

8.2 SFWMD Permitting

The CONSULTANT will coordinate with South Florida Water Management District (SFWMD) personnel in support of the ERP modification as it pertains to environmental issues. It is assumed the memorandum noted in Task 8.1 above will be sufficient for ERP permitting purposes. Should additional analyses or services be required for permitting these will be considered additional services to be negotiated at a later date.

18 STRUCTURES - MISCELLANEOUS

The CONSULTANT shall prepare plans for miscellaneous structure(s) noted below:

Special Structures

18.31 Other Structures - Optional Streetlighting Spread Footer Foundation

23 LIGHTING ANALYSIS

The CONSULTANT shall analyze and document lighting tasks in accordance with the Florida Greenbook. Light pole, arm and fixtures types shall be determined by the VILLAGE.

23.2 Lighting Design Analysis Report

The CONSULTANT shall prepare a preliminary lighting design analysis report. The report shall be submitted under a separate cover with the 60% plans submittal. The report shall provide analyses for each typical section of the mainline. Each lighting calculation shall be properly identified as to the area that it covers.

The report shall include the lighting design criteria that will be used. The report shall also include the lighting calculations for each lighted sign.

The lighting design analysis report shall include:

- Voltage drop calculations
- Load analysis calculations for each branch circuit

23.3 Voltage Drop Calculations

The CONSULTANT shall submit voltage drop calculations showing the equation or equations used along with the number of luminaires per circuit, the length of each circuit, the size conductor or conductors used and their ohm resistance values. The voltage drop incurred on each circuit (total volts and percentage of drop) shall be calculated, and all work necessary to calculate the voltage drop values for each circuit should be presented in such a manner as to be duplicated by the VILLAGE.

The voltage drop calculations shall be submitted as part of the lighting design analysis report.

23.5 Reference and Master Design Files

The CONSULTANT shall prepare the lighting design file to include all necessary design elements and all associated reference files.

23.8 Quantities

23.9 Cost Estimate

23.10 Technical Special Provisions and Modified Special Provisions

23.11 Other Lighting Analysis

23.12 Field Reviews

The CONSULTANT shall collect information from the maintaining agencies and conduct a field review. The review should include but is not limited to the following:

- Existing lighting equipment
- Load center, capabilities and condition/age
- Condition of lighting structure(s)
- Verification of vertical and horizontal clearances
- Verification of breakaway requirements

23.13 Technical Meetings

23.14 Quality Assurance/Quality Control

23.15 Independent Peer Review

23.16 Supervision

23.17 Coordination

24 LIGHTING PLANS

The CONSULTANT shall prepare a set of lighting plans in accordance with the Florida Greenbook.

24.1 Key Sheet

24.2 Summary of Pay Item Sheet Including Designer Interface Quantity Input

24.3 Tabulation of Quantities

24.4 General Notes/Pay Item Notes

24.5 Pole Data, Legend & Criteria

24.6 Service Point Details

24.7 Project Layout

24.8 Plan Sheet

24.9 Special Details

24.13 Quality Assurance/Quality Control

The CONSULTANT shall be responsible for the professional quality, technical accuracy and coordination of traffic design drawings, specifications and other services furnished by the CONSULTANT under this Contract.

24.14 Supervision

25 LANDSCAPE ARCHITECTURE

The CONSULTANT shall provide landscaping and irrigation design services for landscaping improvements within the project limits. The landscaping and irrigation project limits shall include the median and south roadside from Ben Hill Griffin Parkway to the east side of Bella Terra, and on the north roadside from Ben Hill Griffin Parkway to the east side of Grandezza, where space permits. The level and intensity of landscaping plantings, for design purposes, is assumed similar to that proposed on Estero Parkway in the Village of Estero.

25.1 Initial Data Gathering and Project Coordination

The CONSULTANT will incorporate line work and associated data from roadway digital files to create a landscape and irrigation base plan for this project. The computer files will be in a format acceptable to the VILLAGE and will become the property of the VILLAGE for its use on future projects upon completion. The base plan shall be prepared in a manner that can be plotted or reproduced at a scale acceptable to the VILLAGE. The base plan shall include the following roadway features: roadway geometry, centerline survey with 100' station marks and numbers, curbing, edge of pavement, sidewalks/bike paths, signs, pole locations for signals and lighting, retention/detention ponds, utilities, ROW lines, clear zones, sight lines, design and posted speeds, existing plant material, and all other pertinent elements necessary to prepare the landscape and irrigation plans.

25.2 Data Collection and Site Investigation

The CONSULTANT will meet with the VILLAGE to review all base map information and confirm project goals, schedule, and anticipated issues.

The CONSULTANT will perform a site visit and review the existing site features, adjacent land uses, and potential water and power sources. The median openings and roadway intersections shall be reviewed for sight distance and visibility compliance. Base plan will be updated as necessary to reflect field observations.

The CONSULTANT will review and adhere to design guidelines pertinent to this specific project and segment of roadway. This shall include the latest edition of the following: "Florida Highway Landscape Guide"; and the Florida Greenbook. This may also include the FDOT Roadway and Traffic Design Standards, FDOT Design Manual (FDM) and Plan Preparation Manual; and A Policy on Geometric Design of Highways and Streets, American Association of State Highway and Transportation Officials (AASHTO).

25.3 Conceptual Landscape Design Plans (30%)

The CONSULTANT will prepare a landscape design concept to illustrate a typical intersection and a typical section of 300 linear feet of the roadway. The design concept for the corridor will be consistent with that proposed for Estero Parkway. Plant

symbols shall be drawn to scale and sized according to the mature plant size.

The CONSULTANT will prepare a detailed itemized Opinion of Probable Cost (OPC) based upon the 30% conceptual landscape design plans. The design concept shall include a proposed plant selection with pictures and general descriptions of selected plants, an outline of the anticipated drawing package, including proposed scale, symbol sizes, and sheet layout. The conceptual landscape design plans and the OPC will be submitted to the VILLAGE for review in 11"x17" black and white hardcopy and PDF format. The CONSULTANT will meet with the VILLAGE to review the concepts and respond to concerns and questions.

The CONSULTANT will refine the conceptual landscape design and prepare a color rendered concept depicting plan and elevation views. Rendering will be formatted to be suitable for a PowerPoint presentation. The rendering will be provided to the VILLAGE for review and approval for use as the basis of subsequent construction plans.

25.4 Landscape Design Development Plans (60%)

The CONSULTANT will prepare landscape design development plans (60%) based on the project's budgetary considerations and 30% conceptual landscape design plan review comments from the VILLAGE.

The landscape design development plans (60%) will consist of a refined full planting layout and complete plant list including any necessary design elements for the full roadway median. Plant selection and specifications will be consistent with "Grades and Standards of Nursery Plants". The planting plans will be prepared in compliance with State and local roadway landscape requirements.

The CONSULTANT will prepare a detailed itemized OPC based upon the 60% landscape design development plans. The OPC will include maintenance of the site, including mowing, from the notice-to-proceed date until one year after the substantial completion date.

The landscape design development plans and the OPC will be submitted to the VILLAGE for review.

The CONSULTANT will meet with the VILLAGE to review the landscape design development plans and respond to concerns and questions.

The CONSULTANT shall email the plan set(s) in PDF format to each utility and relevant municipal agencies with services known to be within the project limits. The email will request a plan review by the utility companies and a return response indicating any potential planting conflicts to be resolved prior to the completion of the final landscape plans. If necessary, the CONSULTANT and the VILLAGE will review and resolve a solution to all known utility conflicts indicated by the utility companies. Plans will be modified accordingly.

25.5 Preliminary Landscape and Irrigation Construction Plans (90%)

The CONSULTANT will prepare preliminary landscape and irrigation construction plans (90%) based on consideration of the project budget and the review of the 60% plan comments from the VILLAGE.

The preliminary landscape and irrigation construction plans will consist of the following:

- Cover sheet with project name and limits, location map, and sheet index.
- Planting plan showing planting locations, complete plant schedule with a tabulation of sizes, and species of plants.
- Irrigation Plans: It is assumed that the proposed irrigation water source for this project will be provided via an existing 8-inch reuse service located within the Corkscrew Road ROW. The CONSULTANT shall assist the VILLAGE in applying for the necessary connection permit with Lee County Utilities (LCU). The VILLAGE shall be responsible for any necessary permit or connection fees. If irrigation service via the existing reuse line is not feasible CONSULTANT shall design and permit a separate irrigation well, see Task 40.
- The irrigation plans will show potential water and electrical sources and connections, proposed irrigation head layout, pipe sizes, proposed and existing sleeves (if data on existing sleeving exists) and directional bores, irrigation bubblers, heads, valves, quick couplers, controllers, and other components necessary for a fully functional automatic irrigation system. The irrigation system will be designed in a manner that will avoid wetting the adjacent pavement and plans shall incorporate any manufacture specific brand or irrigation components preferred by the VILLAGE.
- Should a well be required, the necessary well design and permitting services are described in Task 40 herein.
- Standard specifications and technical details will be provided by the VILLAGE or may be based on typical FDOT or Lee County standards. The CONSULTANT shall prepare all landscape and irrigation details and technical specifications necessary for project construction.

The preliminary landscape and irrigation construction plans and the OPC will be submitted to the VILLAGE for review.

The CONSULTANT will meet with the VILLAGE to review the preliminary landscape and irrigation construction plans (90%) and respond to concerns and questions.

25.6 Final Landscape and Irrigation Construction Plans (100%)

The CONSULTANT will prepare the final landscape and irrigation construction plans (100%) based on consideration of the project budget and 90% preliminary landscape and irrigation construction plans review comments from the VILLAGE. The plans package will consist of the following:

- Cover sheet
- Key sheet

- General notes
- Tabulation of quantities (landscape and irrigation)
- Landscaping plans, notes, details, and plan specifications.
- Irrigation plans, notes, details and plan specifications.
- Final OPC and itemized bid schedule in a format acceptable to the VILLAGE. Bid items, such as mowing the median and roadsides will be included as separate alternate line items. The VILLAGE may furnish a sample bid schedule for the CONSULTANT's use.

The plans and specifications shall require the installing contractor to provide written operation and maintenance guidelines for the installed landscaping and irrigation. These guidelines shall be based on those watering, fertilization and maintenance practices found to be most effective for the installed plants over the first year warranty maintenance period. Such O&M guidelines shall be required prior to final acceptance.

The CONSULTANT will provide 100% landscape and irrigation construction plans in PDF format and one disk (if requested) of the computer files to the VILLAGE in the approved format.

The CONSULTANT will meet with the VILLAGE to review the final landscape and irrigation construction plans and respond to concerns and questions.

If needed, the CONSULTANT will provide one (1) round of final plan revisions and final landscape and irrigation construction plans for bidding and construction purposes.

25.9 Landscape Architectural Bidding Assistance

The CONSULTANT will attend one pre-bid conference at the VILLAGE office.

After the pre-bid meeting, the CONSULTANT will answer all applicable addendum questions, and consult with the VILLAGE on appropriate response to bidders. The CONSULTANT will prepare all addenda and furnish them to the VILLAGE following receipt of the questions.

25.10 Landscape Architectural Construction Assistance (Per Phase)

The CONSULTANT will attend one pre-construction conference to review the proposed landscape and irrigation design and plans with the awarded contractor.

The CONSULTANT will, as requested by the VILLAGE, conduct up to four (4) site visits and attend up to a maximum of four (4) construction progress meetings to observe compliance with the construction documents as follows:

- **Project Beginning:** To review proposed planting and irrigation equipment locations and resolve conflicts, includes one meeting.

- Midway through Installation: To review construction progress, quality of materials, workmanship, and compliance with construction documents, includes one meeting.
- At Substantial Completion: To review compliance with construction documents, construction installation, quality of materials and workmanship, performance of irrigation system, and prepare punch list items, includes one meeting.
- At Final Completion: Upon receipt of the contractor's formal request for final completion, the CONSULTANT will prepare a letter of landscape certification.

Observed discrepancies with the contract documents and punch list items will be noted by the CONSULTANT and sent to the VILLAGE within three (3) days of each site visit.

If additional site visits are required beyond those identified, additional scope and fee will be considered an additional service at a negotiated fee.

27 SURVEY

The CONSULTANT shall perform survey tasks in accordance with applicable statutes and accepted survey practices. Surveying services shall be performed under the supervision of a Florida Licensed Surveyor and Mapper. It is assumed the CONSULTANT may use and rely upon survey information previously obtained under the Lee County Corkscrew Road Widening Improvements project.

27.2 Design Topography, Locations and Digital Terrain Model (DTM)

The CONSULTANT shall obtain additional topographic data as needed for areas not covered under the Lee County Corkscrew Road Widening Improvements project including:

- Collect the horizontal data of visible above-ground improvements and visible above-ground utilities.
- Collect topographic cross-sectional data on approximately 50-foot stations within the ROW and up to 100 feet beyond said ROW where needed for design.
- Update the digital terrain model (DTM) of the collected topographic data to include break lines and high/low points.

29 MAPPING

The CONSULTANT will be responsible for the preparation of sketches and legal descriptions as required for this project in accordance with standard FDOT Manuals, Procedures, Handbooks and Florida Statutes. All maps, surveys and legal descriptions will be prepared under the direction of a Florida Professional Surveyor and Mapper (PSM) to VILLAGE size and format requirements and will be designed to provide a high degree of uniformity and maximum readability.

29.2 Additional ROW Parcels and Easements

It is assumed up to ten (10) separate sketch and descriptions (S&D's) may be needed

to describe additional ROW and/or easement locations necessary for the proposed improvements. The CONSULTANT shall:

- Review the areas of proposed additional ROW parcels as determined and designated by the engineering design.
- Prepare a sketch and description for each of the additional ROW parcels.
- Prepare a sketch and description for proposed easements as determined and designated by engineering design.

40 IRRIGATION WELL DESIGN AND PERMITTING

The CONSULTANT shall provide services necessary to design, permit and prepare construction drawings for a proposed well to provide a source of irrigation should other re-use/irrigation mains not be available for service. The level of detail for the plans and specifications shall be commensurate with industry standard for irrigation wells. The CONSULTANT will prepare design plans and specifications on plan sheets for the construction of well, wellhead piping and appurtenances for a landscape irrigation well to serve the project site. Plan sheets and specifications will include the well, wellhead, pump, and discharge piping.

40.1 Well Design

The CONSULTANT will provide pump sizing and design capable of serving the project site from the irrigation aquifer well. It is the CONSULTANT's understanding that the well will feed the irrigation mains directly. The CONSULTANT will perform limited hydraulic modeling sufficient to design and size the well pumps and piping. Hydraulic model will be based on irrigation demand and minimum operating pressures determined in the irrigation design task herein. The VILLAGE understands finished well yield may vary due to site-specific aquifer characteristics. The mechanical piping specification of materials will be based upon the VILLAGE's standard specifications (if applicable). It is assumed a suitable location for the well can be found within the existing Lee County owned ROW, or contiguous VILLAGE owned property, and that Lee County approves of the use and well construction in that location.

The CONSULTANT shall provide post design services to include response to questions during bid, response to RAI's and provide clarification and interpretation of the plans.

40.2 Electrical Design

The CONSULTANT will coordinate with the VILLAGE regarding electrical design. The CONSULTANT may conduct one (1) site visit for research. The CONSULTANT will prepare process block diagram; single line riser diagram; site layout, surge suppression, bonding and grounding plan; mounting and instrumentation details; control panel arrangement; PLC I/O, wiring schematics and major components BOM; and field instrument components BOM. The CONSULTANT will provide coordination with the local utility.

40.3 Irrigation Water Use Permit

The CONSULTANT will assist the VILLAGE with applying for a new SFWMD water use permit for landscape irrigation at the project site. The CONSULTANT will prepare and submit required SFWMD forms and exhibits and perform uncalibrated groundwater modeling (if required). The CONSULTANT will respond to up to two (2) requests for additional information (RAIs) from SFWMD (if applicable). The VILLAGE is responsible for payment of application fees to SFWMD (est. \$1,000.00).

**EXHIBIT B - COMPENSATION AND METHOD OF PAYMENT
FOR
CORKSCREW ROAD WIDENING ENHANCEMENTS
FROM BEN HILL GRIFFIN PARKWAY TO EAST SIDE OF BELLA TERRA**

For services provided and performed by CONSULTANT for providing and performing the Task(s) set forth and enumerated in Exhibit "A" entitled "Scope of Professional Services", the VILLAGE shall compensate the CONSULTANT as follows:

TASK	ITEM	AMOUNT (Estimated if T&M)	FEE TYPE (LS; T&M; NTE)
3	General	\$ 88,760.00	NTE
4	Roadway Analysis	\$ 39,360.00	NTE
5	Roadway Plans	\$ 41,340.00	NTE
6a	Drainage Analysis	\$ 30,700.00	NTE
6b	Drainage Plans	\$ 11,680.00	NTE
7	Utilities	\$ 14,860.00	NTE
8	Environmental Permits, Compliance & Clearances	\$ 9,520.00	NTE
23	Lighting Analysis	\$ 76,500.00	NTE
24	Lighting Plans	\$ 32,450.00	NTE
26	Landscape Architecture Plans	\$118,895.00	NTE
27	Survey	\$ 10,540.00	NTE
29	Mapping	\$ 10,880.00	NTE
40	Irrigation Well Design and Permitting	\$ 23,500.00	NTE
TOTAL COMPENSATION FOR CONSULTANT'S SERVICES		\$508,985.00	NTE

For services of CONSULTANT's Sub-Consultants engaged to perform or furnish services, the VILLAGE shall compensate the CONSULTANT as follows:

TASK	SUB-CONSULTANT	AMOUNT (Estimated if T&M)	FEE TYPE (LS; T&M; NTE)
18	Structures - Miscellaneous	\$ 10,000.00	NTE
TOTAL COMPENSATION FOR SUB-CONSULTANT'S SERVICES		\$ 10,000.00	NTE

For reimbursable expenses of CONSULTANT, the VILLAGE shall compensate the CONSULTANT as follows:

REIMBURSABLE EXPENSES	AMOUNT (Estimated if T&M)	FEE TYPE (LS; T&M; NTE)
Reimbursable Expenses	\$ 500.00	NTE
TOTAL COMPENSATION FOR REIMBURSABLE EXPENSES	\$ 500.00	NTE

TOTAL COMPENSATION INCLUDING SUB-CONSULTANTS & REIMBURSABLE EXPENSES	\$519,485.00	NTE
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