

AGREEMENT NO. 2019-41

**PROFESSIONAL ENGINEERING SERVICES FOR WATER TRANSMISSION MAIN ON SAN MATEO DRIVE
FROM PRICE BOULEVARD TO HILLSBOROUGH BOULEVARD**

THIS AGREEMENT ("Agreement") is made and entered by and between the CITY OF NORTH PORT, FLORIDA, a municipal corporation of the State of Florida, hereinafter referred to as the "CITY" and Kimley-Horn and Associates, Inc., a North Carolina Corporation registered to conduct business in the State of Florida, with a local business address of 1777 Main Street, Suite 200, Sarasota, FL 34236, hereinafter referred to as "CONSULTANT."

NOW, THEREFORE, in consideration of their mutual agreements and promises hereinafter contained, the parties bind themselves, their partners, successors, assigns, and legal representatives to all covenants, agreements, and obligations contained in this Agreement and the bid documents submitted in response to Request for Proposal No. 2019-41 ("RFP"), and do hereby further agree as follows:

1. CONSULTANT'S SERVICES

- A. CONSULTANT agrees to diligently and timely perform services for the CITY relating to Professional Engineering Services as identified in the RFP and CONSULTANT'S proposal submitted **January 28, 2019**. The overall Scope of Services is described in **Exhibit A** with detailed tasks and associated fees provided in **Exhibit B**, both exhibits are attached hereto and incorporated as if set forth fully herein.
- B. This Agreement shall commence immediately upon the execution of this Agreement by both the CITY and CONSULTANT and upon CONSULTANT'S receipt of a written Notice to Proceed from the CITY'S Purchasing office and shall continue through the completion of the project. The estimated completion date is **August 4, 2020 (Bidding and construction services completion date to be determined)**.

2. COMPENSATION AND PAYMENT FOR CONSULTANT'S SERVICES

A. COMPENSATION

- 1. CONSULTANT shall receive **THREE HUNDRED FORTY-SEVEN THOUSAND THIRTEEN DOLLARS AND ZERO CENTS (\$347,013.00)** as compensation for its services. This compensation shall include all profit, direct and indirect labor costs, personnel related costs, overhead and administrative costs, travel related out-of-pocket expenses and costs, and all other costs which are necessary to provide the services as outlined in this Agreement.
- 2. The parties acknowledge and agree that the obligations of CITY to fulfill financial obligations of any kind pursuant to any and all provisions of this Agreement, or any subsequent agreement entered into pursuant to this Agreement or referenced herein to which CITY is a party, are and shall remain subject to the provisions of Florida Statutes, Section 166.241, regardless of whether a particular obligation has been expressly so conditioned. CITY agrees to exercise all lawful and available authority to satisfy any financial obligations of CITY that may arise under this Agreement; however, since funds are appropriated annually by the City

Commission on a fiscal year basis the CITY'S legal liability for the payment of any costs shall not arise unless and until appropriations for such costs are approved for the applicable fiscal year by the City Commission (nor shall such liability arise if a request for such appropriations is excluded from the budget approved by the City Commission). Notwithstanding the foregoing, no officer, employee, director, member or other natural person or agent of CITY shall have any personal liability in connection with the breach of the provisions of this Section or in the event of a default by CITY under this Section. This Agreement shall not constitute an indebtedness of CITY nor shall it constitute an obligation for which CITY is obligated to levy or pledge any form of taxation or for which City has levied or pledged any form of taxation.

B. METHOD OF PAYMENT

1. The CITY shall pay CONSULTANT through payment issued by the Finance Department in accordance with the Florida Local Government Prompt Payment Act, Florida Statutes, Section 218.70, *et seq*, upon receipt of CONSULTANT'S invoice and written approval of same by the CITY'S Administrative Agent indicating that services have been rendered in conformity with this Agreement. CONSULTANT shall submit an invoice for payment to the CITY for those specific tasks as described in the Scope of Services that were completed during that invoicing period.
2. For those specific services that were partially completed, progress payments shall be paid in proportion to the percentage of completed work on those specific services approved in writing by the CITY'S Administrative Agent based on the percentage of the amount for those specific services.
3. CONSULTANT'S invoices shall be in a form satisfactory to the City of North Port Finance Department, who shall initiate disbursements.

3. INDEMNIFICATION

- A. To the extent permitted by Florida law, the CONSULTANT must indemnify and hold harmless the CITY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the Agreement. The Agreement does not constitute a waiver of sovereign immunity or consent by the CITY or its subdivisions to suit by third parties.
- B. The CITY shall provide all available information and assistance that the CONSULTANT may reasonably require regarding any claim. In the event of a claim, the CITY shall promptly notify the CONSULTANT in writing by prepaid certified mail (return receipt requested) or by delivery through any nationally recognized courier service (such as federal express or ups) which provides evidence of delivery, at the address provided for receipt of notices in this Agreement.
- C. The insurance coverage and limits required in this Agreement may or may not be adequate to protect the CITY and such insurance coverage will not be deemed a limitation on the CONSULTANT'S liability under the indemnity provided in this section. In any proceedings between the parties arising out of or related to this indemnity provision, the prevailing party

shall be reimbursed all costs, expenses, and reasonable attorney fees through all proceedings (at both trial and appellate levels).

- D. Further, the CONSULTANT shall fully indemnify, defend, and hold harmless the City of North Port, Florida, from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right.
- E. Nothing in this Agreement shall be deemed to affect the rights, privileges, and immunities of the CITY as set forth in Florida Statutes, Section 768.28.
- F. The terms of this section survive the termination or completion of this Agreement.

4. CONSULTANT'S INSURANCE

A. INSURANCE

Before performing any work, CONSULTANT shall procure and maintain, during the life of the Agreement, the insurance listed below, unless otherwise specified. The policies of insurance shall be primary and written on forms acceptable to the CITY and placed with insurance carriers approved and licensed by the Insurance Department of the State of Florida and meet a minimum financial AM Best and Company rating of no less than "Excellent." No changes are to be made to these specifications without the City Manager or designee's prior written approval. The City Manager or designee may alter the amounts or types of insurance policies required by this Agreement upon agreement with CONSULTANT.

1. Workers' Compensation and Employers' Liability Insurance: (PER CHAPTER 440, FLORIDA STATUTES): The CONSULTANT shall procure and maintain during the life of this Agreement workers' compensation insurance for all its employees to be engaged in work on the project under this Agreement and in case any such work is sublet, the CONSULTANT shall require the sub-contractor similarly to provide workers' compensation insurance for all of the latter's employees to be engaged in such work; unless such employees are covered by protection afforded by the CONSULTANT'S workers' compensation insurance. For additional information contact the Florida Department of Financial Services, Workers' Compensation Division at (850) 413-1601 or on the web at www.fldfs.com. In case any class of employees engaged in hazardous work on the project under this Agreement is not protected under the Workers' Compensation Statute, the CONSULTANT shall provide, and shall cause each sub-contractor to provide, employers' liability insurance for the protection of such of its employees. The minimum liability limits of such insurance shall not be less than herein specified or in that amount specified by law for that type of damage claim.

Proof of such insurance shall be filed by the CONSULTANT with the CITY within ten (10) days after the execution of this Agreement. Coverage is to apply for all employees in the statutory limits in compliance with the applicable state and federal laws. The policy must include employers' liability with a limit of \$1,000,000 for each accident; \$1,000,000 each employee; and \$1,000,000 policy limit for bodily injury or disease.

2. Professional Liability Insurance: Minimum \$1,000,000 per occurrence for this project, and with a \$1,000,000 policy term general aggregate. Coverage shall be extended beyond the policy year term either by a supplemental extended reporting period (ERP) with as great of duration as available, with no less coverage and reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made. The CITY prefers all Professional Liability Insurance be written on an Occurrence Form; however, in the event that the professional liability insurance required by this Agreement is written on a claims-made basis, CONSULTANT warrants that any retroactive date under the policy shall precede the effective date of this Agreement; and that either continuous coverage will be maintained for a period of two (2) years or an extended reporting period (ERP) with tail coverage will be obtained and maintained for a period of two (2) years beginning at the time work under this Agreement is completed.
3. Comprehensive Commercial General Liability Insurance: (Occurrence Form CG 00 01): The CONSULTANT shall procure and maintain and require all sub-contractors to procure and maintain during the life of this Agreement, a comprehensive general liability policy, including but not limited to bodily injury, property damage, broad form contractual liability, and Explosion, Collapse and Underground (XCU) coverage. The general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Proof of such insurance shall be filed by the CONSULTANT with the CITY within ten (10) days after the execution of this Agreement. The policy must include comprehensive general liability with a limit of \$1,000,000 for general aggregate; \$1,000,000 for each occurrence; \$1,000,000 for products and completed ops; \$100,000 for damage to rented premises; and \$100,000 for fire damage.

The policy shall be endorsed to include the following additional insured language: "City of North Port, Florida, and its commissioners, officers, employees, agents, and volunteers shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Consultant."

4. Business Automobile Liability: The CONSULTANT shall procure and maintain and require all sub-contractors to procure and maintain during the life of this Agreement, business automobile liability insurance including on all owned, hired, and non-owned automobiles. Automobile liability insurance must be written on a standard ISO form (CA 00 01) covering any auto (Code 1), or if CONSULTANT has no owned autos, hired (Code 8), and non-owned (Code 9) autos.

Proof of such insurance shall be filed by the CONSULTANT with the CITY within ten (10) days after the execution of this Agreement. The policy must include automobile liability with a limit of \$1,000,000 for Combined Single Limit (CSL) for each accident; \$1,000,000 for bodily Injury (per person); \$1,000,000 for bodily Injury (per accident); and \$1,000,000 for property damage (per accident).

The policy shall be endorsed to include the following additional insured language: "City of North Port, Florida, and its commissioner, officers, employees, agents, and volunteers shall be named as an additional insured with respect to liability arising out of the activities performed

by, or on behalf of the Consultant, including automobiles owned, leased, hired or borrowed by the Consultant."

B. WAIVER OF SUBROGATION

All required insurance policies are to be endorsed with a waiver of subrogation. The insurance companies, by proper endorsement or through other means, agree to waive all rights of subrogation against the CITY, its officers, officials, employees and volunteers, and the CITY'S insurance carriers, for losses paid under the terms of these policies that arise from the contractual relationship or work performed by CONSULTANT for the CITY. It is CONSULTANT'S responsibility to notify its insurance company of the waiver of subrogation and request written authorization or the proper endorsement. Additionally, CONSULTANT, its officers, officials, agents, employees, volunteers, and any subcontractors, agree to waive all rights of subrogation against the CITY and its insurance carriers for any losses paid, sustained or incurred, but not covered by insurance, that arise from the contractual relationship or work performed. This waiver also applies to any deductibles or self-insured retentions for which CONSULTANT or its agents may be responsible.

C. POLICY FORM

1. All policies required by this Agreement, with the exception of Professional Liability and Workers' Compensation, or unless Risk Management through the CITY'S Purchasing Office gives specific approval, are to be written on an occurrence basis and the Comprehensive Commercial General Liability Insurance shall name the City of North Port, Florida, and its Commissioners, officers, agents, employees, and volunteers as additional insured as their interest may appear under this Agreement. Claims Made Policies will be accepted for professional liability and hazardous materials and such other risks as are authorized by the CITY'S Purchasing Office. All Claims made policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two (2) years. If provided as an option, CONSULTANT agrees to purchase the extended reporting period on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.
2. Insurance requirements itemized in this Agreement, and required of CONSULTANT, shall be provided by or in behalf of all subconsultants to cover their operations performed under this Agreement. CONSULTANT shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subconsultants.
3. Each insurance policy required by this Agreement shall:
 - a. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
 - b. Be endorsed to state that coverage shall not be suspended, voided or cancelled by either party except after notice is delivered in accordance with the policy provisions. CONSULTANT is to notify the CITY'S Purchasing Office by written notice via certified mail, return receipt requested.
4. The CITY shall retain the right to review, at any time, coverage, form, and amount of insurance.

5. The procuring of required policies of insurance shall not be construed to limit CONSULTANT'S liability nor to fulfill the indemnification provisions and requirements of this Agreement. The extent of CONSULTANT'S liability for indemnity of the CITY shall not be limited by insurance coverage or lack thereof, or unreasonably delayed for any reason, including but not limited to, insurance coverage disputes between CONSULTANT and its carrier.
6. CONSULTANT shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the CITY is an insured under the policy. CONSULTANT'S insurance is considered primary for any loss, regardless of any insurance maintained by the CITY. CONSULTANT is responsible for all insurance policy premiums, deductibles, SIR (self-insured retentions) or any loss or portion of any loss that is not covered by any available insurance policy.
7. All certificates of insurance must be on file with and approved by the CITY before commencement of any work under this Agreement. All certificates of insurance required herein must be accompanied by a copy of the additionally insured documents/endorsements (CG 20101185 or combination of CG 2010370704 and CG 20370704). Certificates of insurance evidencing claims made or occurrences form coverage and conditions to this Agreement, as well as the Agreement number and description of work, are to be furnished to the CITY'S Purchasing Office (4970 City Hall Boulevard, Suite 337, North Port, FL 34286) prior to commencement of work AND a minimum of thirty (30) calendar days prior to expiration of the insurance contract when applicable. All insurance certificates shall be received by the CITY'S Purchasing Office before CONSULTANT will be allowed to commence or continue work. The Certificate of insurance issued by the underwriting department of the insurance carrier shall certify compliance with the insurance requirements provided herein.
8. Notices of Accidents (Occurrences) and Notices of Claims associated with work being performed under this Agreement shall be provided to CONSULTANT'S insurer(s) and the CITY'S Purchasing Office as soon as practicable after notice to the insured.

5. RESPONSIBILITY OF CONSULTANT

- A. CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all reports, designs, specifications, other documents and data used or produced by or at the behest of CONSULTANT under this Agreement. CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its reports, designs, specifications, other documents and data.
- B. If CONSULTANT is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- C. CONSULTANT warrants 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 any other consideration contingent upon or resulting from the award of this Agreement.

- D. CONSULTANT shall perform its services in accordance with generally accepted industry standards and practices customarily utilized by competent consultant firms in effect at the time CONSULTANT'S services are rendered. CONSULTANT covenants and agrees that it and its employees shall be bound by the standards of conduct in Florida Statutes, Section 112.313, as it relates to work performed under this Agreement. CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.
- E. CONSULTANT shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof. The City of North Port, Florida, does not discriminate on the basis of race, color, national origin, sex, age, disability, family or religious status in administration of its programs, activities or services. CONSULTANT shall not administer this Agreement in an unlawfully discriminatory manner, nor deny participation in or the benefits of same to any individual based on that individual's race, color, national origin, sex, age, disability, family or religious status, marital status, sexual orientation, gender identity or expression, or physical characteristic.
- F. CONSULTANT shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Agreement which shall be available and accessible at CONSULTANT'S offices for inspection, audit, and copying during normal business hours by the CITY, or any of its authorized representatives. Such records shall be retained for a minimum of three (3) years after completion of the services.
- G. Public Records Law: In accordance with Florida Statutes, Section 119.0701, CONSULTANT shall comply with all public records laws, and shall specifically:
 - 1. Keep and maintain public records required by the City to perform the service.
 - a. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies.

(See <http://dos.dos.state.fl.us/library-archives/records-management/general-records-schedules/>).
 - b. "Public records" means and includes those items specified in Florida Statutes, Section 119.011(12), as amended from time to time, and currently defined as: All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the CITY. CONSULTANT'S records under this Agreement include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, e-mails and all other documentation generated during this Agreement.

2. Upon request from the CITY'S custodian of public records, provide the CITY, at no cost, with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law. All records kept electronically must be provided to the CITY, upon request from the CITY'S custodian of public records, in a format compatible with the information technology systems of the CITY.
3. Ensure that project records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and, if CONSULTANT does not transfer the records to the CITY following completion of the Agreement, for the time period specified in General Records Schedule GS1-SL for State and Local Government Agencies.
4. Upon completion of the Agreement, transfer, at no cost, to the CITY all public records in CONSULTANT'S possession or keep and maintain public records required by the CITY to perform the service. If CONSULTANT transfers all public records to the CITY upon completion of the Agreement, CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONSULTANT keeps and maintains public records upon the completion of the Agreement, CONSULTANT shall meet all applicable requirements for retaining public records.
5. **IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CUSTODIAN OF PUBLIC RECORDS, 4970 CITY HALL BOULEVARD, NORTH PORT, FLORIDA 34286, 941.429.7063 OR HOTLINE 941.429.7270; E-MAIL: Publicrecordsrequest@cityofnorthport.com**
6. Failure of CONSULTANT to comply with these requirements shall be a material breach of this Agreement. Further, CONSULTANT may be subject to penalties under Florida Statutes, Section 119.10.

6. OWNERSHIP AND USE OF DOCUMENTS

It is understood and agreed that all the documents, or reproducible copies, developed by CONSULTANT in connection with its services, including but not limited to reports, designs, specifications, and data, shall be delivered to, and shall become the property of the CITY as they are received by the CITY and when CONSULTANT has been fully compensated as set forth herein. CONSULTANT may keep copies of all work products for its records. CONSULTANT hereby assigns all its copyright and other proprietary interests in the products of this Agreement to the CITY. Specific written authority is required from the CITY'S Administrative Agent for CONSULTANT to use any of the

work products of this Agreement on any non-CITY project. Notwithstanding the above, any reuse of the work products by the CITY on other projects will be at the risk of the CITY.

7. TIMELY PERFORMANCE OF CONSULTANT'S PERSONNEL

The timely performance and completion of the required services is vitally important to the interest of the CITY. CONSULTANT shall assign a Project Manager, together with such other personnel as are necessary, to assure faithful prosecution and timely delivery of services pursuant to the requirements of this Agreement. CONSULTANT'S personnel assigned to perform the services of this Agreement shall comply with the information presented in the professional services response proposal made a part hereof by reference. CONSULTANT shall ensure that all key personnel, support personnel, and other agents are fully qualified and capable to perform their assigned tasks. Any change or substitution to CONSULTANT'S key personnel must receive the CITY'S Administrative Agent's written approval before said changes or substitution can become effective.

- A. The services to be rendered by CONSULTANT shall commence within one (1) calendar week of CONSULTANT'S receipt of written Notice to Proceed from the CITY.
- B. CONSULTANT specifically agrees that all work performed under the terms and conditions of this Agreement shall be completed within the time limits as set forth, subject only to delays caused through no fault of CONSULTANT or the CITY. Time is of the essence in the performance of this Agreement.
- C. CONSULTANT agrees to provide to the CITY'S Administrative Agent, monthly written progress reports concerning the status of the work. The CITY'S Administrative Agent may determine the format for this progress report. The CITY shall be entitled at all times to be advised at its request, and in writing, as to the status of work to be performed by CONSULTANT.
- D. In the event unreasonable delays occur on the part of the CITY or regulatory agencies as to the approval of any plans, permits, reports or other documents submitted by CONSULTANT which delay the Project Schedule completion date, the CITY shall not unreasonably withhold the granting of an extension of the Project Schedule time limitation equal to the aforementioned delay. The Project Schedule is attached as **Exhibit C**, which is attached hereto and incorporated as if set forth fully herein.

8. OBLIGATIONS OF THE CITY

- A. The CITY'S Administrative Agent is designated to serve as project coordinator and to do all things necessary to properly administer the terms and conditions of this Agreement. If necessary, the CITY may authorize a specific program manager to perform the responsibilities of the CITY'S Administrative Agent. The CITY shall designate any specific program manager in the Notice to Proceed. The responsibility of the CITY'S Administrative Agent shall include:
 - 1. Examination of all reports, sketches, drawings, estimates, proposals, and other documents presented by CONSULTANT, and render in writing, decisions pertaining thereto within a reasonable time.

2. Transmission of instructions, receipt of information, interpretation and definition of the CITY'S policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Agreement.
 3. Review for approval or rejection all CONSULTANT'S documents and payment requests.
- B. The CITY shall, upon request, furnish CONSULTANT with all existing data, plans, studies and other information in the CITY'S possession which may be useful in connection with the work of this Project, all of which shall be and remain the property of the CITY and shall be returned to the CITY'S Administrative Agent upon completion of the services to be performed by CONSULTANT.
 - C. The CITY'S Administrative Agent shall conduct periodic reviews of the work of CONSULTANT necessary for the completion of CONSULTANT'S services during the period of this Agreement, and may make other CITY personnel available, where required and necessary to assist CONSULTANT. The availability and necessity of said personnel to assist CONSULTANT shall be determined solely within the discretion of the CITY. The CITY'S technical obligations to this Project, if any, are stated in Specific Authorizations and Work Authorizations.
 - D. The CITY shall not provide any services to CONSULTANT in connection with any claim brought on behalf of or against CONSULTANT.

9. TERMINATION

- A. **TERMINATION WITH OR WITHOUT CAUSE:** The performance of work under this Agreement may be terminated with or without cause by the City Manager or designee in whole or in part or whenever the City Manager determines that termination is in the CITY'S best interest. Any such termination shall be effected by the delivery to the CONSULTANT of a written notice of termination at least thirty (30) days before the date of termination, specifying the extent to which performance of the work under the Agreement is terminated and the date upon which such termination becomes effective. Except as otherwise directed, the CONSULTANT shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or sub-contracts for material, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and sub-contracts; and settle all outstanding liabilities and claims. CONSULTANT will be paid only for such work performed and materials supplied up to the termination. Under no circumstances shall the CITY make any payment to CONSULTANT for services that have not been performed or that are performed subsequent to the termination date.
- B. Upon termination CONSULTANT shall deliver to the CITY all documents (including but not limited to reports, designs, specifications, and all other data) prepared or obtained by CONSULTANT in connection with its services. The CITY shall, upon receipt of the aforesaid documents, pay to CONSULTANT and CONSULTANT shall accept as full payment for its services, a sum of money equal to (1) the fee for each completed and accepted task as shown in Exhibit A – Scope of Services and Exhibit B – Consultant's Fee Schedule, plus (2) the percentage of the work completed in any commenced but uncompleted task, less (3) all previous payments made to CONSULTANT in accordance with Section 2 of this Agreement and any amounts withheld by the CITY to settle

claims against or to pay indebtedness of CONSULTANT in accordance with the provisions of this Agreement.

- C. FUNDING IN SUBSEQUENT FISCAL YEARS: It is expressly understood by the CITY and CONSULTANT that funding for any subsequent fiscal year of the Agreement is contingent upon appropriation of monies by the City Commission, and the continuing receipt of state or federal grant funding, if applicable. In the event that funds are not available or appropriated, the CITY reserves the right to terminate the Agreement. The CITY will be responsible for payment of any outstanding invoices and work completed by CONSULTANT prior to such termination.
- D. In the event that CONSULTANT has abandoned performance under this Agreement, then the City Manager or designee may terminate this Agreement upon three (3) calendar days' written notice to CONSULTANT indicating its intention to do so. The written notice shall state the evidence indicating CONSULTANT'S abandonment.
- E. CONSULTANT shall have the right to terminate services only in the event of the CITY failing to pay CONSULTANT'S properly documented and submitted invoice within ninety (90) calendar days of the approval by the CITY'S Administrative Agent, or if the project is suspended by the CITY for a period greater than ninety (90) calendar days.
- F. The City Manager or designee reserves the right to terminate and cancel this Agreement in the event CONSULTANT is placed in either voluntary or involuntary bankruptcy, a receiver is appointed for CONSULTANT or an assignment is made for the benefit of creditors.
- G. In the event CONSULTANT breaches this Agreement, the CITY shall provide written notice of the breach and CONSULTANT shall have ten (10) calendar days from the date the notice is received to cure. If CONSULTANT fails to cure to the City's satisfaction within the ten (10) calendar days, the City Manager or designee shall have the right to immediately terminate the Agreement and/or refuse to make any additional payment, in whole or in part, and, if necessary, may demand the return of a portion or the entire amount previously paid to CONSULTANT due to:
 - 1. The quality of a portion or all of CONSULTANT'S work not being in accordance with the requirements of this Agreement;
 - 2. The quantity of CONSULTANT'S work not being as represented in CONSULTANT'S Payment Request, or otherwise;
 - 3. CONSULTANT'S rate of progress being such that, in the CITY'S opinion, substantial or final completion, or both, may be inexcusably delayed;
 - 4. CONSULTANT'S failure to use Agreement funds, previously paid CONSULTANT by the CITY, to pay CONSULTANT'S project related obligations including, but not limited to, subcontractors, laborers and material and equipment suppliers;
 - 5. Claims made, or likely to be made, against the CITY or its property;
 - 6. Loss caused by CONSULTANT; or

7. CONSULTANT'S failure or refusal to perform any of the obligations to the CITY, after written notice and a reasonable opportunity to cure as set forth above.

H. In the event that the CITY makes written demand upon CONSULTANT for amounts previously paid by the CITY as contemplated in the clause, CONSULTANT shall promptly comply with such demand. The CITY'S rights hereunder survive the term of this Agreement and are not waived by final payment and/or acceptance.

10. INDEPENDENT CONTRACTOR

CONSULTANT is and shall be, in the performance of all work services and activities under this Agreement, an independent contractor and not an employee, agent or servant of the CITY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times and in all places be subject to CONSULTANT'S sole direction, supervision, and control. CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects CONSULTANT'S relationship and the relationship of its employees to the CITY shall be that of an independent contractor and not as employees or agents of the CITY. CONSULTANT does not have the power or authority to bind the CITY in any promise, agreement or representation other than as specifically provided for in this Agreement. CONSULTANT shall not pledge the CITY'S credit or make it a guarantor of payment of surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

11. ENTIRE AGREEMENT

This Agreement constitutes the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written with respect to the subject matter.

12. AMENDMENT

No amendment, change, or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement. For any increase in the compensation for the services, the City Commission for the CITY and the duly authorized representative for CONSULTANT shall agree in writing to this change. For all other changes, except as provided herein, the CITY'S Administrative Agent and CONSULTANT'S representative shall agree in writing to the change.

13. ASSIGNMENT

CONSULTANT shall not assign any interest in this Agreement and shall not transfer any interest in same (whether by assignment or novation) without prior written consent of the City Manager or designee, except that claims for the money due or to become due to CONSULTANT from the CITY under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the CITY. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the CITY.

14. WAIVER

The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.

15. GOVERNING LAW, VENUE AND SEVERABILITY

The rights, obligations and remedies of the parties under this Agreement shall be governed by the laws of the State of Florida and the exclusive venue for any legal or judicial proceedings in connection with the enforcement or interpretation of this Agreement are the Circuit Court of the Twelfth Judicial Circuit in and for Sarasota County, Florida and the United States District Court for the Middle District of Florida. If any term, condition or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding on each party.

16. AUTHORITY

The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.

17. NO HIRE

CONSULTANT shall not hire any CITY employee associated with this project throughout the duration of the Agreement and for a period of one (1) year after completion.

18. NOTICES

Any notices, invoices, reports, or any other type of documentation required by this Agreement shall be sent by certified mail, return receipt requested, or via a recognized national courier service in a manner that provides for written or electronic record of delivery, to the addresses listed below:

CONSULTANT'S REPRESENTATIVE:

Ashley Miele, P.E.
Kimley-Horn and Associates, Inc.
1777 Main Street, Suite 200
Sarasota, FL 34236
TEL 941.379.7600
FAX 561.863.8175
EMAIL: Ashley.miele@kimley-horn.com

THE CITY'S ADMINISTRATIVE AGENT:

Michael Acosta, P.E.
Utilities Engineering Manager
City of North Port
6644 W. Price Boulevard
North Port, FL 34291
TEL 941.240.8013
FAX 941.240.8022

EMAIL: macosta@cityofnorthport.com

WITH COPIES OF NOTICES TO:

City Attorney's Office
4970 City Hall Boulevard
North Port, FL 34286

EMAIL: northportcityattorney@cityofnorthport.com

19. PARAGRAPH HEADINGS

Paragraph headings are for the convenience of the parties and for the reference purposes only and shall be given no legal effect.

20. ATTORNEYS' FEES

In any proceedings between the parties arising out of or related to this Agreement, the prevailing party shall be reimbursed all costs, expenses and reasonable attorney fees through all proceedings (at both trial and appellate levels).

21. CONFLICTS

In the event of any conflict between the provisions of this Agreement and RFP No. 2019-41 or CONSULTANT'S response, which are made a part hereof by reference, the Agreement shall control.

22. SCRUTINIZED COMPANIES

- A. As required by Florida Statutes, Section 287.135(5), for contracts of \$1,000,000.00 or less, the CONSULTANT shall certify on a form provide by the CITY, that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statutes, Section 215.4725, and that it is not engaged in a boycott of Israel.
- B. As required by Florida Statutes, Section 287.135(5), for contracts of \$1,000,000.00 or more, the CONSULTANT shall certify on a form provided by the CITY, that all of the following are true:
 - 1. It is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statutes, Section 215.4725, and that it is not engaged in a boycott of Israel; and
 - 2. It is not on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in Iran Petroleum Energy Sector list, created pursuant to Florida Statutes, Section 215.473; and
 - 3. It is not engaged in business operations in Cuba or Syria.
- C. If the CONSULTANT provides a false certification, has been placed on one of the above-noted Lists of Scrutinized Companies, or has engaged in business operations in Cuba or Syria, the CONSULTANT will be in breach of this Agreement and the CITY may terminate the Agreement.

D. PENALTY:

1. A CONSULTANT that has been found to have provided a false certification may be subject to a civil penalty equal to the greater of \$2 million or twice the amount of the Agreement, plus all reasonable attorney's fees and costs, including any costs for investigations that led to the finding of the false certification; and
2. Shall be ineligible to bid on any contract with the CITY for three (3) years after the date the CITY determined that the CONSULTANT submitted a false certification.

IN WITNESS WHEREOF, the parties have executed the agreement as of the date first above written.

ATTEST:

CITY OF NORTH PORT, FLORIDA

By: _____
Kathryn Wong, City Clerk

By: _____
Peter D. Lear, CPA, CGMA, City Manager

APPROVED AS TO FORM AND CORRECTNESS:

By: _____
Amber L. Slayton, City Attorney

CONSULTANT
KIMLEY-HORN AND ASSOCIATES, INC.

By: _____
Name: Mudassar Alam, P.E.
Title: Vice President

STATE OF Florida

COUNTY OF Boward

The foregoing instrument was acknowledged before me on April 17th, 2019,
by Mudassar Alam, VP, who is personally known to me or who produced
_____ as identification.



[Signature]
Notary Public

EXHIBIT A – SCOPE OF SERVICES

ATTACHMENT A
SCOPE OF SERVICES
THE CITY OF NORTH PORT
SAN MATEO DRIVE
WATER TRANSMISSION MAIN PROJECT

PROJECT DESCRIPTION

In order to increase its transmission capacity and improve water quality, North Port Utilities (NPU) wants to design, permit and construct 14,500 linear feet of 12-inch water transmission main along San Mateo Drive from Price Boulevard to just north of the Cocoplum Waterway. It is anticipated that the 12-inch water main will be constructed within the right-of-way along the west side of San Mateo Drive and will be constructed in one (1) phase with construction beginning in fiscal year 2020. A water quality analysis will be conducted for the proposed 12-inch water transmission main to determine if the 12-inch pipe size is necessary to improve the water quality

This scope of services includes the engineering tasks further described herein.

SCOPE OF SERVICES

TASK 1: WATER AGE ANALYSIS

The Consultant will perform a water age analysis based on the calibrated NPU hydraulic model. The services included in the water age analysis will consist of the following tasks:

- A. Obtain and review the existing calibrated hydraulic model, as provided by NPU. The Consultant will run the existing model and establish the existing water age for the system based on the scenarios and attributes of the hydraulic model.
- B. The Consultant will utilize the calibrated hydraulic model to identify the impacts of various water main sizes along San Mateo Drive and prepare a technical memorandum that will summarize the results for review and discussions with NPU.
- C. The Consultant will incorporate discussions items and comments from NPU and submit a finalized technical memorandum in electronic format (PDF).

TASK 2: PRELIMINARY DESIGN SERVICES (30% PHASE)

- A. Data Collection and Review - The Consultant will collect and review available design information and record drawings for existing utilities within the proposed corridor. NPU will make available existing reports, studies, technical analyses, drawings, operational information, and other documents regarding the proposed corridors, such as existing property and topographic surveys, plats, zoning maps and the location and extent of utility easements along the proposed pipeline corridor.
- B. Sunshine 811 Design Ticket - The Consultant will request a design ticket through Sunshine 811 to identify utility agencies/owners in the project area and contact each to request information available on their utilities located along the route.
- C. Field Site Review - A field site visit will be performed by the Consultant to assist with the confirmation of existing utility locations as well as identify other above ground obstacles along the proposed route.

- D. The Consultant will prepare a set of 30% design drawings upon reviewing the collected data and confirm route alignment for NPU approval. The 30% design drawings will consist of the following:
1. Cover Sheet, Index Map, Table of Contents and Legend.
 2. Horizontal alignment (plan view only) of the proposed water main.
- E. The Consultant shall prepare a 30% Opinion of Probable Construction (OPC) cost associated with the design plans. Because Consultant does not control the cost of labor, materials, equipment, or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, will be made based on experience and represent its judgment as an experienced and qualified professional familiar with the industry. Consultant cannot and does not guarantee that proposals, bids, or actual costs will not vary from its opinions of cost.
- F. The Consultant shall prepare a draft table of contents for the anticipated technical specifications that will be required for this project.

TASK 3: SURVEYING AND SUBSURFACE UTILITY EXPLORATION (SUE) SERVICES

The Consultant will contract with a survey and Subsurface Utility Explorations (SUE) subconsultant to provide surveying and SUE services once the proposed water main route has been selected. The services provided by the subconsultant will consist of the following tasks.

A. Surveying Services

1. A Topographic/Route Survey will be provided for 14,500 linear feet along San Mateo Drive from Price Boulevard to Hillsborough Street. The survey limits will extend from the west edge of pavement to the western right-of-way (1/2 right of way width). The survey will locate and identify the following within the survey limits:
 - i. Driveways (size and type of material).
 - ii. Trees (by species, i.e.; Oak, etc.) with a diameter at breast height (D.B.H.) greater than 4-inches.
 - iii. Above ground features within the survey limits including utility poles, above ground utilities, culverts, fence lines, wetland jurisdictional lines, soil borings and other visible features within the proposed pipeline corridor which are pertinent to design and construction activities.
 - iv. Appurtenances, paint marks, flagging and other indicators of the presence of underground utilities including SUE locates.
2. Apparent right-of-way lines will be determined in accordance with the existing monumentation and information supplied by NPU.
3. Site elevations will be taken at a maximum of 100-foot intervals, at grade breaks, at changes in direction on curbing/paving within the limits of the survey.
4. Benchmarks (Vertical Control) – All elevations established will be in feet, shall be referenced to existing published NGS/City of North Port benchmarks and shall refer to North American Vertical Datum (N.A.V.D.) of 1988. A minimum of two permanent Benchmarks, establishing vertical control for the project, will be placed where appropriate. Provide temporary benchmarks placed at intervals

not to exceed 1,000 feet along the project route and outside of anticipated construction limits. All monumentation found or set shall be identified on the survey drawing(s).

5. All data will be referenced to Florida State Plane Coordinates – North American Datum (NAD) 83/11 datum – Florida West Zone.

B. Subsurface Utility Explorations (SUE)

1. Request permits as appropriate to allow work in existing public streets or rights-of-way for the purpose of marking, measuring, and recording the location of underground utilities.
2. Provide traffic control within the work areas while designating and locating the subsurface utilities. Traffic control is to be maintained in accordance with applicable published standards.
3. Provide up to twenty (20) single test holes (VVH – verified vertical and horizontal) on identified utility conflicts (perpendicular and parallel to) the running line of the proposed water main as identified in the selected route. Test holes will be placed in natural earth where practical.
4. For each test hole, neatly cut and remove existing pavement or other surface material (not to exceed 225 square inches per cut). Excavate the material through the cut, down to the utility in a way that avoids damage to wrappings, coatings or other protective coverings of the utilities (i.e. vacuum/pressure excavations, hand digging, etc.). Backfill and compact with select material around the utility. Provide a restoration of the surface pavement, within the limits of the cut, at the time of the backfill.
5. Mark information in the field and provide a copy of SUE field notes together with a Surveyor's Report containing VVH test hole information.

All work will be performed in accordance with the standards of practice outlined in Chapter 5J-17 of the Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

This scope of services does not include title searches. Utilization of the above equipment and methods is the industry recognized procedure for finding and locating underground utilities and features. Although effective and reliable, there is the possibility that all utilities may not be detected due to environmental conditions, soil conditions, water table, excessive depth, and/or feature makeup.

TASK 4: GEOTECHNICAL SERVICES

The Consultant will contract with a geotechnical subconsultant to evaluate the soil conditions of the proposed water main route. The services provided by the subconsultant will consist of the following tasks:

- A. Contact local underground utility agencies near the proposed boring locations and provide adequate clearance prior to filed explorations.
- B. Provide limited maintenance of traffic control through signage and flag men for personnel and equipment safety.
- C. Perform geotechnical explorations at the proposed locations of pipeline as determined by the Consultant. A total of four (4) Standard Penetration Tests (SPT) borings to depths of 20 feet each are requested to provide a reasonable understanding of subsurface conditions at the boring locations.
- D. Visually examine all recovered soil samples in the laboratory and perform laboratory tests on selected representative samples to develop the soil legend for the project using the Unified Soil Classification

System, as appropriate. The laboratory testing will include percent passing the #200 sieve, Atterberg limits testing, organic and natural moisture content determination and corrosion series (Environmental tests) on selected samples.

- E. The geotechnical subconsultant will provide engineering evaluations and analyses that will include the following:
1. Visual classification of the soils and general assessment of area geology based on experience, study of geological literature and boring information.
 2. Discuss design and/or construction considerations based on the soil and groundwater conditions developed from the borings including earthwork recommendations, dewatering, hard soil conditions, need for sheet piles or bracing in open cut areas, potential settlement from sheeting or compaction to above ground structures, etc. The geotechnical subconsultant will also provide soil design parameters including estimated soil strength and density parameters, internal friction angles, dry and wet densities, cohesion and earth pressure coefficients (active and passive).
 3. Address groundwater levels encountered in the borings performed and approximate seasonal high groundwater along the pipeline route.
 4. Recommendations for construction including a summary report which includes a summary of findings and analysis.

TASK 5: ENVIRONMENTAL SERVICES

The Consultant will contract with an environmental subconsultant to provide environmental services that will consist of the following tasks;

- A. Collect and review readily available and pertinent data prior to conducting field reviews. These materials include:
1. Adjacent environmental permits.
 2. Current Florida Department of Environmental Protection (FDEP), U.S. Army Corps of Engineers (USACE), and Sarasota County environmental permitting regulations and permit thresholds.
 3. USGS Quadrangle maps.
 4. National Wetland Inventory mapping.
 5. Natural Resources Conservation Service soil maps.
 6. Florida Fish and Wildlife Conservation Commission (FWC) eagle nest locations.
 7. FWC threatened and endangered species observation records.
 8. Florida Natural Areas Inventory (FNAI) data records.
 9. Florida Atlas of Breeding Sites for Herons and Their Allies.
 10. United States Fish and Wildlife Service (USFWS) Geographic Information System (GIS) data.
 11. 2009 Southwest Florida Water Management District (SWFWMD) Florida Land Use, Cover and Forms Classification System (FLUCFCS) mapping and Color aerial photography.

- B. Field Delineation of Wetland Lines/Wetland Characterization – Consultant will establish the approximate wetland jurisdictional boundaries in accordance with federal and state criteria (1987 Federal Manual for Identifying and Delineating Jurisdictional Wetlands, 2008 Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Atlantic and Gulf Coastal Plain Region, and Chapter 62-340 of the Florida Administrative Code). Prior to commencement of the field work, NPU will provide Consultant with a GIS or AutoCAD compatible file of the proposed work limits or easement limits. In addition, Consultant will characterize wetland areas. The wetland lines will be extended at least 25 feet beyond the limits of the proposed work area.
- C. Threatened and Endangered Species Assessment – Consultant will conduct a presence/absence survey for protected species that may occur within the project area. If protected species or their habitats are identified within the project limits, formal species-specific surveys can be provided as an additional service. All observations of wildlife that inhabit, cross, or use habitats within and immediately adjacent to the site will be recorded. Recorded wildlife data will consist of both direct sightings and indirect observations (e.g., calls, scat, dens, tracks, burrows, feathers, scratchings, nests, or other evidence). Any observations of protected animals or plants will be recorded in a field data book, and the approximate location will be depicted on an aerial photograph. In addition, the potential for the site being part of, or within, an important wildlife corridor or USFWS-designated Critical Habitat will be assessed.
- D. Gopher Tortoise Survey – Consultant will conduct a 100 percent gopher tortoise survey (consistent with FWC's Gopher Tortoise Permitting Guidelines, per January 2017 revisions of all appropriate habitat within and 25' beyond the project limits. All identified gopher tortoise burrows within the surveyed limits will be flagged, individually labeled, and classified by activity status according to FWC guidelines. Additionally, all burrow locations will be recorded using a hand-held GPS capable of sub-meter accuracy. The Consultant will prepare a brief memorandum describing the findings of the gopher tortoise burrow survey and outline the recommended future planning considerations. This memorandum will include an aerial map depicting the location of observed gopher tortoise burrows and any incidental observations of protected flora or fauna.

TASK 6: INTERMEDIATE DESIGN DRAWINGS (60% PHASE)

- A. The Consultant will prepare 60% design drawings consisting of the following:
 - 1. Cover Sheet, Index Map, Table of Contents and Legend.
 - 2. Survey Base Map showing apparent rights-of-way, existing utilities and existing easements, if applicable.
 - 3. Subsurface Utility Engineering data and information.
 - 4. Geotechnical investigation data and information.
 - 5. Horizontal and vertical alignment (Plan and Profile View) of the proposed water main.
- B. The Consultant shall prepare a set of draft technical specifications based on the approved table of contents provided with the 30% design submittal.
- C. The Consultant shall update the 30% OPC to address comments provided by NPU and account for any changes to the design drawings.

- D. The Consultant will send the utility companies with facilities in the right-of-way a copy of the 60% plans to have them verify their facilities located along the route of the pipeline.
- E. The Consultant will submit two (2) sets of the following; 60% design drawings (11" x 17"), 60% draft technical specifications and 60% OPC. Consultant shall submit an electronic version in PDF format of the submittal to the NPU project manager. Comments from NPU on the 60% drawings will be integrated into the subsequent design drawings as discussed in the tasks below. It is anticipated that comments will be obtained from NPU within 2 weeks of the submittal date.

TASK 7: PERMITTING SERVICES

- A. Consultant will prepare for and attend a pre-application meeting with the following permitting agencies below regarding their specific permitting requirements and agreements:
 - 1. Florida Department of Environmental Protection – Standard General Environmental Resource Permit (Processed through FDEP).
 - 2. Florida Department of Environmental Protection – Specific Permit to Construct PWS Component. (Processed through Department of Health (DOH)).
 - 3. United States Army Corp of Engineers – Nationwide 12 Permit
- B. The Consultant will prepare each permit application described above along with the required supporting documents and submit to NPU for review prior to submittal to the appropriate regulatory agency.

NPU will pay for all permit fees required for this portion of work.

TASK 8: FINAL DESIGN DRAWINGS AND CONTRACT DOCUMENTS (90% and 100% PHASE)

The purpose of the final design drawings is to provide responses to NPU 60% Design Drawing comments.

- A. The 90% design submittal will consist of the following:
 - 1. Incorporation of NPU 60% review comments.
 - 2. All proposed construction detail sheets.
 - 3. Completed general notes for the plans.
 - 4. A set of technical specifications in PDF and MS Word format.
- B. The Consultant shall update the previously prepared opinion of probable construction cost (OPC) with design and quantity changes based on NPU 60% comments.
- C. The Consultant will submit two (2) sets of the 90% design drawings (11" x 17"), 90% technical specifications and OPC. Consultant shall submit an electronic version in PDF format of the submittal to NPU. Comments from NPU for the 90% drawings will be integrated into the subsequent design drawings as discussed in the tasks below. It is anticipated that comments will be obtained from NPU within 2 weeks of the submittal date.
- D. The final contract documents (100%) design submittal will consist of the following:
 - 1. One (1) complete original signed and sealed set of the construction bid documents comprising of technical specifications and drawings with the NPU 90% review comments incorporated.

2. One PDF of the final construction drawings.
3. Blank bid form in MS Excel format.
4. Construction duration schedule and recommendations for liquidated damages.
5. Final OPC cost.
6. A thumb drive containing the AutoCAD drawings.

TASK 9: BID PHASE SERVICES

The Consultant will coordinate with NPU to provide the following bid phase tasks for the project:

- A. Provide electronic copies and unbound contract documents for bidding by NPU. The Consultant will review general and supplemental contract conditions (provided by NPU) for consistency with the technical specification requirements.
- B. The Consultant will respond to requests for information (RFI) from bidders regarding interpretation and clarification of bid documents and will assist with preparation of addenda as appropriate.
- C. In conjunction with NPU, the Consultant will attend a pre-bid meeting for prospective bidders for the project.
- D. Based on the responsive bids submitted, the Consultant will contact and review references and prepare a contractor qualification and recommendation letter to NPU.
- E. Upon completion of this phase, the Consultant shall develop and provide conformed sets of construction documents and technical specifications that will include any changes that were made during the bid phase to NPU. Consultant will also provide a thumb drive containing the AutoCAD drawings of the conformed construction documents.

TASK 10: ENGINEER OF RECORD SERVICES DURING CONSTRUCTION

- A. The Consultant will attend a pre-construction conference with the contractor and NPU staff to discuss contract requirements and responsibilities.
- B. The Consultant will review and provide written response to Shop Drawings and other data which Contractor is required to submit within the time specified by the Contract Documents, but only for conformance with the NPU standards and information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.
- C. The Consultant will provide written response to reasonable and appropriate Contractor requests for information (RFI's) and issue necessary clarifications and interpretations of the Contract Documents to the NPU as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by NPU.
- D. The Consultant shall log receipt of, and review and response to, RFI's and Shop Drawings.
- E. The Consultant will review and make recommendations related to Change Orders submitted or proposed by the Contractor.

- F. The Consultant shall determine the acceptability, subject to NPU approval, of material substitutions proposed by the Contractor.
- G. The Consultant will conduct periodic field reviews to determine whether permit conditions pertaining to construction are being adhered to by the Contractor. At such times, record information and documentation of compliance with permit conditions will be confirmed using the Contractors field red-lined set of Construction Documents.
- H. The Consultant shall attend and witness the pressure test as performed by the Contractor, to ensure compliance with the permit conditions.
- I. The Consultant will prepare the forms and compile the supporting documentation to request final certification for permits. The documents will be submitted for NPU review and signature prior to final submittal to regulatory agencies.
- J. Based upon as-built information provided by the Contractor, the Consultant will prepare final record drawings by incorporating the as-built data into the plan view of the proposed construction drawings. Profile adjustments will not be required as part of the record drawing preparations. Final record drawing submittal to NPU shall consist of the following;
 - 1. One (1) electronic copy on a thumb drive in AutoCAD 2015 and PDF
 - 2. Two (2) half sized (11-inch x 17-inch) sets of record drawings.

NPU RESPONSIBILITIES

NPU will be responsible for the following;

- A. Provide utility staff familiar with the water main system within the project area.
 - B. Provide record drawings of the existing facilities within the project area, if available.
 - C. NPU shall assign a project manager, who will serve as the primary point of contact for the Consultant during the project.
 - D. NPU shall be responsible for the printing and distribution of the bidding and conformed documents.
-
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EXHIBIT B – FEE SCHEDULE

ATTACHMENT B		
FEE SCHEDULE		
TASK	LUMP SUM SERVICES	FEE APPORTIONMENT
1	Water Age Analysis	\$9,930
2	Preliminary Design Services (30% Phase)	\$45,520
3	Surveying and SUE Services (Outside Services)	-
4	Geotechnical (Outside Services)	-
5	Enviromental (Outside Services)	-
6	Intermediate (60% Phase)	\$63,360
7	Permitting Services	\$14,070
8	Final Design Drawings (90% and 100% Phase)	\$71,140
9	Bidding Services	\$14,270
10	Construction Phase Services	\$43,300
SUBTOTAL		\$261,590
OUTSIDE SERVICES		
Surveying Services		\$46,220
Subsurface Utility Explorations (SUE)		\$19,500
Geotechnical Services		\$5,000
Environmental Services		\$14,703
SUBTOTAL		\$85,423
TOTAL FEE		\$347,013

PROJECT WORK PLAN PERSON-HOUR ESTIMATE

Project Name: San Mateo WP
 Project Number: _____
 Date Prepared: _____
 Estimated By: Ashley Miele

Estimated Project Duration:
 PDR and Hydraulic Modeling: _____ months
 Construction Plans and Permits: _____ months
 Construction: _____ months
 Total: _____ months

KHA Task # Subtask ID Number	KHA Task Name Subtask Name/Description	Direct Labor (Person-Hours)							Total
		Principal P-8 \$ 226.60	Senior Prof P-7 \$ 206.00	Prof P-5/6 \$ 175.10	Project Engineer P-3/4 \$ 144.20	Analyst P-1/2 \$ 123.60	Designer D7 \$ 118.45	Support Staff C-5 \$ 72.10	
1.0	Water Age Analysis								
	Review and analyze existing conditions model, data collection, etc.			4	4	8	2	2	
	Improvement analysis and run scenarios			2	6	8			
	Prepare report		2	4	8	10		2	
	Meeting with NPU			2	4			1	
	Respond to comments/Finalize report			2	8	8		2	
	Subtotal (Hours)	0	2	12	22	26	2	5	
	Task Total (Hours)	\$91	\$494	\$2,171	\$3,230	\$3,263	\$284	\$389	\$9,930
2.0	Preliminary Design Services (30% Phase)								
	Kick Off Meeting, Coordination and Site Visits			9	12	20	2	8	
	Project Schedule and Progress Reports			6		16		4	
	Data Collection			6	12	20	8	4	
	Prepare 30% Plans, OPC and TOC	4	6	12	40	52	101	4	
	Subtotal (Hours)	4	6	33	64	108	111	20	
	Task Total (Hours)	\$997	\$1,318	\$5,848	\$9,286	\$13,398	\$13,195	\$1,471	\$45,520
3.0	Surveying and Subsurface Utility Exploration (SUE) Services								
	Surveying Services								\$46,220
	SUE Services								\$19,500
	Subtotal (Hours)	0	0	0	0	0	0	0	
	Task Total (Hours)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
4.0	Geotechnical Services								
	Geotechnical Services								\$5,000
	Subtotal (Hours)	0	0	0	0	0	0	0	
	Task Total (Hours)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
5.0	Environmental Services								
	Environmental Services								\$14,703
	Subtotal (Hours)	0	0	0	0	0	0	0	
	Task Total (Hours)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	

PROJECT WORK PLAN PERSON-HOUR ESTIMATE

Project Name: San Mateo WP
Project Number: _____
Date Prepared: _____
Estimated By: Ashley Miele

Estimated Project Duration:
 PDR and Hydraulic Modeling: _____ months
 Construction Plans and Permits: _____ months
 Construction: _____ months
Total: _____ months

KHA Task # Subtask ID Number	KHA Task Name Subtask Name/Description	Direct Labor (Person-Hours)							Support Staff C-5	Total
		Principal P-8 \$ 226.60	Senior Prof P-7 \$ 206.00	Prof P-5/6 \$ 175.10	Project Engineer P-3/4 \$ 144.20	Analyst P-1/2 \$ 123.60	Designer D7 \$ 118.45			
6.0	Intermediate (60% Phase)									
	Prepare Plans		8	24	48	96	192		8	
	Specs IOC			5	4	18			8	
	OPC		2	4	8	16	8		1	
	Submit Plans, Specs and OPC	4	4	8	4	8	4		4	
		4	14	41	64	138	204		21	
	Subtotal (Hours)									
	Task Total (Hours)	\$997	\$2,966	\$7,249	\$9,286	\$17,106	\$24,211		\$1,543	\$63,360
7.0	Permitting Services									
	Prepare for and attend Pre-app mtgs (2)			2	4	8	2		4	
	SWFWMD-ERP Application		1	4	4	14	4		2	
	FDEP Application		1	4	8	16	24		8	
		0	2	10	16	38	30		14	
	Subtotal (Hours)									
	Task Total (Hours)	\$0	\$404	\$1,821	\$2,365	\$4,746	\$3,601		\$1,038	\$14,070
8.0	Final Design Drawings (90% and 100% Phase)									
	90% Prepare Plans		4	16	32	64	128			
	90% Specs and Review			12	16	24			6	
	90% OPC	1		4	4	8			2	
	90% Submittal	4		4		8	8		4	
	100% Prepare Plans		2	12	16	32	64		4	
	100% Specs and Review			2	4	16			4	
	100% OPC	1			4	8			1	
	100% Submittal	2		4	8	4	4		2	
	Subtotal (Hours)									
	Task Total (Hours)	\$1,903	\$1,318	\$9,525	\$12,170	\$20,320	\$24,211		\$1,687	\$71,140

PROJECT WORK PLAN PERSON-HOUR ESTIMATE

Project Name: San Mateo WP
 Project Number: _____
 Date Prepared: _____
 Estimated By: Ashley Miele

Estimated Project Duration:
 PDR and Hydraulic Modeling: _____ months
 Construction Plans and Permits: _____ months
 Construction: _____ months
 Total: _____ months

KHA Task # Subtask ID Number	KHA Task Name Subtask Name/Description	Direct Labor (Person-Hours)							Support Staff C-5	Total
		Principal P-8 \$ 226.60	Senior Prof P-7 \$ 206.00	Prof P-5/6 \$ 175.10	Engineer P-3/4 \$ 144.20	Analyst P-1/2 \$ 123.60	Designer D7 \$ 118.45			
9.0	Bidding Services									
	RFI's		4	8	12	16	8		4	
	Pre-bid meeting			4		4			1	
	Review Bids, check contractor references, compile bid tabs, ltr of recommendation			4		4			1	
	Prepare and Submit conformed docs (plans and specs)		2	4	1	8	16			
	Subtotal (Hours)	0	6	20	13	32	24		6	0
	Task Total (Hours)	\$91	\$1,318	\$3,572	\$1,932	\$4,005	\$2,890		\$461	\$14,270
10.0	Construction Phase Services									
	Pre-Con Meeting			2	2				2	
	RFI's		2	4	4	16	16			
	Shop Drawings			12		24			12	
	Change Orders			8	16	8			4	
	Field Observation Visits (1/1Month)			12	24					
	Pay App Reviews			12		12			12	
	Testing			4	4				2	
	Certifications		2	4	8	12				
	Record Drawings			4	12	24	40		4	
	Subtotal (Hours)	0	4	62	70	96	56		36	0
	Task Total (Hours)	\$91	\$906	\$10,926	\$10,152	\$11,915	\$6,681		\$2,624	\$43,300

EXHIBIT C – PROJECT SCHEDULE

EXHIBIT C

ATTACHMENT C			
PRODUCTION SCHEDULE			
SERVICES	Duration (Days)	START DATE	END DATE
Notice to Proceed (NTP)	0	May 15, 2019	May 15, 2019
Preliminary Design Services (30% Phase)	120	May 15, 2019	September 16, 2019
Intermediate (60% Phase)	120	September 16, 2019	January 20, 2020
Permitting Services	120	January 20, 2020	March 30, 2020
Final Design Drawings (90% and 100% Phase)	180	February 3, 2020	August 4, 2020
Bidding Services	TBD	TBD	TBD