## **CITY OF NAPLES, FLORIDA**

### **AGREEMENT**

(PROFESSIONAL SERVICES)

Bid/Proposal No.

060-13

Clerk Tracking No.

13-00/13

**Project Name:** 

Professional Engineering Services for Royal Harbor Water System

**Improvements** 

THIS AGREEMENT (the "Agreement") is made and entered into this 18<sup>th</sup> day of December, 2013, by and between the City of Naples, a Florida municipal corporation, (the "CITY") and Tetra Tech, Incorporated a Delaware Corporation, located at: 10600 Chevrolet Way, Suite 300; Estero, Florida 33928, (the "CONTRACTOR").

#### WITNESSETH:

WHEREAS, the CITY desires to obtain the services of the CONTRACTOR concerning certain services specified in this Agreement (referred to as the "Project"); and

WHEREAS, the CONTRACTOR has submitted an **(RFP) Request For Proposal No. 060-13** for provision of those services; and

WHEREAS, the CONTRACTOR represents that it has expertise in the type of professional services that will be required for the Project.

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein, the parties hereto agree as follows:

# ARTICLE ONE CONTRACTOR'S RESPONSIBILITY

- 1.1. The Services to be performed by CONTRACTOR are generally described as **Professional Engineering Services for Royal Harbor Water System Improvements** and may be more fully described in the Scope of Services, attached as **EXHIBIT A** and made a part of this Agreement.
- 1.2. The CONTRACTOR agrees to obtain and maintain throughout the period of this Agreement all such licenses as are required to do business in the State of Florida, the City of Naples, and in Collier County, Florida, including, but not limited to, all licenses required by the respective state boards and other governmental agencies responsible for regulating and licensing the professional services to be provided and performed by the CONTRACTOR pursuant to this Agreement.
- 1.3. The CONTRACTOR agrees that, when the services to be provided hereunder relate to a professional service which, under Florida Statutes, requires a license, certificate of authorization or other form of legal entitlement to practice such services, it shall employ or retain only qualified personnel to provide such services.
- 1.4. CONTRACTOR agrees to employ and designate, in writing, within 5 calendar days after

receiving its Notice to Proceed, or other directive from the CITY, a qualified licensed professional to serve as the CONTRACTOR's project manager (the "Project Manager"). The Project Manager shall be authorized and responsible to act on behalf of the CONTRACTOR with respect to directing, coordinating and administering all aspects of the services to be provided and performed under this Agreement.

- 1.5. The CONTRACTOR has represented to the CITY that it has expertise in the type of professional services that will be required for the Project. The CONTRACTOR agrees that all services to be provided by CONTRACTOR pursuant to this Agreement shall be subject to the CITY's review and approval and shall be in accordance with the generally accepted standards of professional practice in the State of Florida, as may be applied to the type of services to be rendered, as well as in accordance with all published laws, statutes, ordinances, codes, rules, regulations and requirements of any governmental agencies which regulate or have jurisdiction over the Project or the services to be provided and performed by CONTRACTOR. In the event of any conflicts in these requirements, the CONTRACTOR shall notify the CITY of such conflict and utilize its best professional judgment to advise CITY regarding resolution of the conflict.
- 1.6. The CONTRACTOR agrees not to divulge, furnish or make available to any third person, firm or organization, without CITY's prior written consent, or unless incident to the proper performance of the CONTRACTOR's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by CONTRACTOR hereunder, and CONTRACTOR shall require all of its employees, agents, subconsultants and subcontractors to comply with the provisions of this paragraph. However, the CONTRACTOR shall comply with the Florida Public Records laws.
- 1.7 The CONTRACTOR agrees not to employ or offer to employ any Elected Officer or City Managerial Employee of the CITY who in any way deals with, coordinates on, or assists with, the professional services provided in this Agreement, for a period of 2 years after termination of all provisions of this Agreement. For purposes of this paragraph, the term "Elected Officer" shall mean any member of the City Council. For purposes of this paragraph, the term "City Managerial Employee" shall mean the City Manager, the Assistant City Manager, the City Clerk, and any City department head or director. If the CONTRACTOR violates the provisions of this paragraph, the CONTRACTOR shall be required to pay damages to the CITY in an amount equal to any and all compensation which is received by the former Elected Officer or City Managerial Employee of the CITY from or on behalf of the contracting person or entity, or an amount equal to the former Elected Officer's or City Managerial Employee's last 2 years of gross compensation from the CITY, whichever is greater.
- 1.8 The CONTRACTOR agrees not to provide services for compensation to any other party other than the CITY on the same subject matter, same project, or scope of services as set forth in this Agreement without approval from the City Council of the CITY.
- 1.9. Except as otherwise provided in this Agreement, the CONTRACTOR agrees not to disclose or use any information not available to members of the general public and gained by reason of the CONTRACTOR's contractual relationship with the CITY for the special gain or benefit of the CONTRACTOR or for the special gain or benefit of any other person or entity.

## ARTICLE TWO CITY'S RESPONSIBILITIES

- 2.1. The CITY shall designate in writing a project coordinator to act as the CITY's representative with respect to the services to be rendered under this Agreement (the "Project Coordinator"). The Project Coordinator shall have authority to transmit instructions, receive information, interpret and define the CITY's policies and decisions with respect to the CONTRACTOR's services for the Project. However, the Project Coordinator is not authorized to issue any verbal or written orders or instructions to the CONTRACTOR that would have the effect, or be interpreted to have the effect, of modifying or changing in any way whatever:
  - (a) The scope of services to be provided and performed by the CONTRACTOR;
- (b) The time the CONTRACTOR is obligated to commence and complete all such services; or
- (c) The amount of compensation the CITY is obligated or committed to pay the CONTRACTOR.

Any such modifications or changes ((a) (b) or (c)) shall only be made by or upon the authorization of the CITY's city manager as authorized by city council in the enabling legislation or in the CITY's procurement policies.

### 2.2. The Project Coordinator shall:

- (a) Review and make appropriate recommendations on all requests submitted by the CONTRACTOR for payment for services and work provided and performed in accordance with this Agreement;
- (b) Arrange for access to and make all provisions for the CONTRACTOR to enter the Project site to perform the services to be provided by the CONTRACTOR under this Agreement; and
- (c) Provide notice to the CONTRACTOR of any deficiencies or defects discovered by the CITY with respect to the services to be rendered by the CONTRACTOR hereunder.
- 2.3. The CONTRACTOR acknowledges that access to the Project Site, to be arranged by the CITY for the CONTRACTOR, may be provided during times that are not the normal business hours of the CONTRACTOR.

## ARTICLE THREE TIME

- 3.1. Services to be rendered by the CONTRACTOR shall be commenced subsequent to the execution of this Agreement upon written Notice to Proceed from the CITY for all or any designated portion of the Project and **shall be performed and completed by September 30, 2014.** Time is of the essence with respect to the performance of this Agreement.
- 3.2. Should the CONTRACTOR be obstructed or delayed in the prosecution or completion of its services as a result of unforeseeable causes beyond the control of the CONTRACTOR, and not due to its own fault or neglect, including but not restricted to acts of God or of public enemy, acts of government or of the CITY, fires, floods, epidemics, quarantine regulations, strikes or lock-outs, then the CONTRACTOR shall notify the CITY in writing within 5 working days after commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which the

CONTRACTOR may have had to request a time extension.

- 3.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the CONTRACTOR's services from any cause whatsoever, including those for which the CITY may be responsible in whole or in part, shall relieve the CONTRACTOR of its duty to perform or give rise to any right to damages or additional compensation from the CITY. The CONTRACTOR's sole remedy against the CITY will be the right to seek an extension of time to its schedule. This paragraph shall expressly apply to claims for early completion, as well as claims based on late completion.
- 3.4. Should the CONTRACTOR fail to commence, provide, perform or complete any of the services to be provided hereunder in a timely and reasonable manner, in addition to any other rights or remedies available to the CITY hereunder, the CITY at its sole discretion and option may withhold any and all payments due and owing to the CONTRACTOR until such time as the CONTRACTOR resumes performance of its obligations hereunder in such a manner so as to reasonably establish to the CITY's satisfaction that the CONTRACTOR's performance is or will shortly be back on schedule.

## ARTICLE FOUR COMPENSATION

4.1. The total compensation to be paid the CONTRACTOR by the CITY for all indicated Services is \$299,165.00 and shall be paid in the manner set forth in the "Basis of Compensation", which is attached as **EXHIBIT B** and made a part of this Agreement.

## ARTICLE FIVE MAINTENANCE OF RECORDS

5.1. The CONTRACTOR will keep adequate records and supporting documentation which concern or reflect its services hereunder. The records and documentation will be retained by the CONTRACTOR for a minimum of five 5 years from the date of termination of this Agreement or the date the Project is completed, whichever is later. The CITY, or any duly authorized agents or representatives of the CITY, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the 5 year period noted above; provided, however, such activity shall be conducted only during normal business hours. If the CONTRACTOR desires to destroy records prior to the minimum period, it shall first obtain permission from the CITY in accordance with the Florida Public Records laws.

## ARTICLE SIX INDEMNIFICATION

6.1. The CONTRACTOR agrees to indemnify and hold harmless the City from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR and persons employer or utilized by the CONTRACTOR in the performance of the Contract.

# ARTICLE SEVEN INSURANCE

7.1. CONTRACTOR shall obtain and carry, at all times during its performance under this Agreement, insurance of the types and in the amounts set forth in the document titled General

Insurance Requirements, which is attached as **EXHIBIT C** and made a part of this Agreement.

# ARTICLE EIGHT SERVICES BY CONTRACTOR'S OWN STAFF

8.1. The services to be performed hereunder shall be performed by the CONTRACTOR's own staff, unless otherwise authorized in writing by the CITY. The employment of, contract with, or use of the services of any other person or firm by the CONTRACTOR, as independent contractor or otherwise, shall be subject to the prior written approval of the CITY. No provision of this Agreement shall, however, be construed as constituting an agreement between the CITY and any such other person or firm. Nor shall anything contained in this Agreement be deemed to give any such party or any third party any claim or right of action against the CITY beyond such as may otherwise exist without regard to this Agreement.

## ARTICLE NINE WAIVER OF CLAIMS

9.1. The CONTRACTOR's acceptance of final payment shall constitute a full waiver of any and all claims, except for insurance company subrogation claims, by it against the CITY arising out of this Agreement or otherwise related to the Project, except those previously made in writing and identified by the CONTRACTOR as unsettled at the time of the final payment. Neither the acceptance of the CONTRACTOR's services nor payment by the CITY shall be deemed to be a waiver of any of the CITY's rights against the CONTRACTOR.

# ARTICLE TEN TERMINATION OR SUSPENSION

- 10.1. The CONTRACTOR shall be considered in material default of this Agreement and such default will be considered cause for the CITY to terminate this Agreement, in whole or in part, as further set forth in this section, for any of the following reasons: (a) failure to begin work under the Agreement within the times specified under the Notice(s) to Proceed, or (b) failure to properly and timely perform the services to be provided hereunder or as directed by the CITY, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by the CONTRACTOR or by any of the CONTRACTOR's principals, officers or directors, or (d) failure to obey laws, ordinances, regulations or other codes of conduct, or (e) failure to perform or abide by the terms or spirit of this Agreement, or (f) for any other just cause. The CITY may so terminate this Agreement, in whole or in part, by giving the CONTRACTOR at least 3 calendar days' written notice.
- 10.2. If, after notice of termination of this Agreement as provided for in paragraph 10.1 above, it is determined for any reason that the CONTRACTOR was not in default, or that its default was excusable, or that the CITY otherwise was not entitled to the remedy against the CONTRACTOR provided for in paragraph 10.1, then the notice of termination given pursuant to paragraph 10.1 shall be deemed to be the notice of termination provided for in paragraph 10.3 below and the CONTRACTOR's remedies against the CITY shall be the same as and limited to those afforded the CONTRACTOR under paragraph 10.3 below.
- 10.3. The CITY shall have the right to terminate this Agreement, in whole or in part, without cause upon 7 calendar day's written notice to the CONTRACTOR. In the event of such termination for convenience, the CONTRACTOR's recovery against the CITY shall be limited to that portion of the fee earned through the date of termination, together with any retainage withheld and any costs

reasonably incurred by the CONTRACTOR that are directly attributable to the termination, but the CONTRACTOR shall not be entitled to any other or further recovery against the CITY, including, but not limited to, anticipated fees or profits on work not required to be performed.

## ARTICLE ELEVEN CONFLICT OF INTEREST

11.1. The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. The CONTRACTOR further represents that no persons having any such interest shall be employed to perform those services.

## ARTICLE TWELVE MODIFICATION

12.1. No modification or change in this Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

# ARTICLE THIRTEEN NOTICES AND ADDRESS OF RECORD

13.1. All notices required or made pursuant to this Agreement to be given by the CONTRACTOR to the CITY shall be in writing and shall be delivered by hand or by United States Postal Service Department, first class mail service, postage prepaid, return receipt requested, addressed to the following CITY's address of record:

City of Naples 735 Eighth Street South Naples, Florida 34102-3796 Attention: **A. William Moss**, City Manager

13.2. All notices required or made pursuant to this Agreement to be given by the CITY to the CONTRACTOR shall be made in writing and shall be delivered by hand or by the United States Postal Service Department, first class mail service, postage prepaid, return receipt requested, addressed to the following CONTRACTOR's address of record:

Tetra Tech, Incorporated 10600 Chevrolet Way, Suite 300 Estero, Florida 33928

Attention: Danny M. Nelson, PE, Vice President

FEI/EIN Number: 95-4148514 (State: DE)

13.3. Either party may change its address of record by written notice to the other party given in accordance with requirements of this Article.

## ARTICLE FOURTEEN MISCELLANEOUS

14.1. The CONTRACTOR, in representing the CITY, shall promote the best interest of the CITY and assume towards the CITY a duty of the highest trust, confidence, and fair dealing.

- 14.2. No modification, waiver, suspension or termination of the Agreement or of any terms thereof shall impair the rights or liabilities of either party.
- 14.3. This Agreement is not assignable, in whole or in part, by the CONTRACTOR without the prior written consent of the CITY.
- 14.4. Waiver by either party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.
- 14.5. The headings of the Articles, Exhibits, Parts and Attachments as contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions in such Articles, Exhibits, Parts and Attachments.
- 14.6. This Agreement constitutes the entire agreement between the parties hereto and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matter set forth herein, and any such prior agreements or understanding shall have no force or effect whatever on this Agreement.
- 14.7. The CONTRACTOR shall comply fully with all provisions of state and federal law, including without limitation all provisions of the Immigration Reform and Control Act of 1986 ("IRCA") as amended, as well as all related immigration laws, rules, and regulations pertaining to proper employee work authorization in the United States. The CONTRACTOR shall execute the Certification of Compliance with Immigration Laws, attached hereto as **EXHIBIT D**.

## ARTICLE FIFTEEN APPLICABLE LAW

15.1. Unless otherwise specified, this Agreement shall be governed by the laws, rules, and regulations of the State of Florida, and by the laws, rules and regulations of the United States when providing services funded by the United States government. Any suit or action brought by either party to this Agreement against the other party relating to or arising out of this Agreement must be brought in the appropriate Florida state court in Collier County, Florida.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for the day and year first written above. ATTEST: CITY: CITY OF NAPLES, FLORIDA. A Municipal Corporation Patricia L. Rambosk, City Clerk Approved as to form and legal sufficiency: CONTRACTOR: Tetra Tech, Incorporated 10600 Chevrolet Way, Suite 300 Estero, Florida 33928 Attention: Danny M. Nelson, PE, Vice President FEI/EIN Number: 95-4148514 (State: DE) A Delaware Corporation **Printed Witness Name** ItS VILE PRESIDENT (CORPORATE SEAL)

General Contract (not Architects/Engineers)

### **EXHIBIT A**

### **SCOPE OF SERVICES**

The Scope of Services to be provided under this Agreement are those set out in Exhibit A-1, which is attached and made a part of this Agreement.

**END OF EXHIBIT A** 

### **EXHIBIT B**

### **BASIS OF COMPENSATION**

As consideration for providing the Services as set forth in the Agreement, the CITY agrees to pay, and the CONTRACTOR agrees to accept payment on a time and reimbursement cost basis as indicated in Exhibit B-1, which is attached and made part of this Agreement.

**END OF EXHIBIT B** 

#### **EXHIBIT C**

#### **GENERAL INSURANCE REQUIREMENTS**

The Contractor shall not commence work until he has obtained all the insurance required under this heading, and until such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work until all similar insurance required of the subcontractor has also been obtained and approved by the Owner.

Certificates of insurance must be issued by an authorized representative of the insurance company at the request and direction of the policyholder and must include sufficient information so as to identify the coverage and the contract for Owner's improvements for which they are issued. Certificates of insurance must be issued by a nationally recognized insurance company with a Best's Rating of no less than B+VII, satisfactory to the Owner, and duly licensed to do business in the state of said Contract.

The Contractor shall procure and maintain, during the life of this Contract, Workmen's Compensation Insurance for all of his employees to be engaged in work under this Contract, and he shall require any subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work, unless such employees are covered by the protection afforded by the Contractor's insurance. In case any employees are to be engaged in hazardous work under this Contract, and are not protected under this Workmen's Compensation statute, the Contractor shall provide, and shall cause each subcontractor to provide, adequate coverage for the protection of such employees. It is acceptable to use a State-approved Workmen's Compensation Self-Insurance fund.

The Contractor shall take out and maintain during the life of this Contract, Public Liability and Property Damage and shall include Contractual Liability, Personal Injury, Libel, Slander, False Arrest, Malicious Prosecution, Wrongful Entry or Eviction, Broad Form Property Damage, Products, Completed Operations and XCU Coverage to be included on an occurrence basis, and to the full extent of the Contract to protect him, the Owner, and any subcontractor performing work covered by this Contract from damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this contract, whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by either of them. The Contractor shall also maintain automobile liability insurance including "non-owned and hired" coverage. The entire cost of this insurance shall be borne by the Contractor.

The amount of such insurance shall be no less than \$1,000,000 annual aggregate for bodily injury and property damage combined per occurrence.

The City of Naples must be named as Additional Insured on the insurance certificate and the following must also be stated on the certificate. "These coverage's are primary to all other coverage's the City possesses for this contract only." The City of Naples shall be named as the Certificate Holder. The Certificate Holder shall read as follows:

The City of Naples 735 Eighth Street South Naples, Florida 34102

No City Division, Department, or individual name should appear on the Certificate.

No other format will be acceptable.

The Certificate must state the bid number and title.

When using the ACORD 25 - Certificate of Insurance only the most current version will be accepted.

The City of Naples requires a copy of a cancellation notice in the event the policy is cancelled. The City of Naples shall be expressly endorsed onto the policy as a cancellation notice recipient.

[If other insurance or insurance requirements or any waivers, attach as Exhibit C-1through C-\_\_\_]

#### **EXHIBIT D**

### **CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAWS**

The undersigned is the Vice President of the Tetra Tech, Incorporated company ("the CONTRACTOR"), and hereby certifies to the following:

- 1. The CONTRACTOR is in full compliance with all provisions of the Immigration Reform and Control Act of 1986 ("IRCA"), as well as all related immigration laws, rules, regulations pertaining to proper employee work authorization in the United States.
- 2. The undersigned has verified that the CONTRACTOR has obtained and maintains on file, and will continue to obtain and maintain on file, all documentation required by law, including but not limited to, Form I-9, Employment Eligibility Verification, for all persons employed by or working for the CONTRACTOR in any capacity on any project for the City of Naples (CITY). All such persons have provided evidence of identity and eligibility to work to the CONTRACTOR in accordance with the IRCA and related law. The undersigned hereby affirms that no person has been or will be employed by the CONTRACTOR to work on projects for the CITY who is not authorized to work under law. The undersigned further affirms that the CONTRACTOR's files will be updated by written notice any time that additional employees work on projects for the CITY.
- 3. The CONTRACTOR will have its contractors, subcontractors, suppliers and vendors who are involved in projects for the CITY to sign a written acknowledgment that they too are in compliance with immigration law. It is understood that failure to do so could result in the CONTRACTOR being liable for any violation of the law by such third parties.
- 4. The CONTRACTOR will fully cooperate with and have its contractors, subcontractors, suppliers and vendors to fully cooperate with, all inquiries and investigations conducted by any governmental agency in connection with proper compliance with the laws pertaining to appropriate work authorization in the United States.
- 5. The undersigned, on behalf of the CONTRACTOR, acknowledges that this Certification may be relied upon by the CITY, its officers, directors, employees, and affiliates or related persons and entities.
- 6. If it is found that the CONTRACTOR has not complied with the laws pertaining to proper employment authorization, and any legal and administrative action ensues against the CITY, the CONTRACTOR will indemnify, defend and hold the CITY harmless along with their officers, directors, employees, and affiliated or related persons and entities.
- 7. The CONTRACTOR acknowledges that the CITY by their authorized representatives shall have the right, at any time, upon 24 hours notice, to examine the CONTRACTOR's books and records to confirm that the CONTRACTOR is in compliance with the terms of this certification.

### **ACKNOWLEDGMENT**

STATE OF FLORIDA
COUNTY OF LEE
SWORN TO AND SUBSCRIBED before me this 1712 day of December, 2013.  The Affiant, Deniel M NELSON, is [ personally known to me or [ ] has produced  as identification, which is current or has been issued within the past five years and bears a serial number of other identifying number.
GERMAIN MARQUEZ Print Name:
_ Germain Marquez



Commission Expires: AUGUST 27 /2017

(Notary Seal)

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#### SCOPE OF SERVICES

## CITY OF NAPLES PROJECT # 060-13

#### ROYAL HARBOR WATER SYSTEM IMPROVEMENTS

### SURVEY, DESIGN, PERMITTING AND BIDDING SERVICES

### I. PROJECT DESCRIPTION

The City of Naples (City) has identified the need to replace approximately 30,000 linear feet of asbestos cement (AC) water mains within the Royal Harbor area in order to meet current and projected fire flow requirements. The project area extends from Curlew Avenue at the north end to Tarpon Road at the South end and is bounded by Sandpiper Street on the east and Naples Bay on the west. The proposed improvements are being implemented in three (3) phases, with each phase completed in subsequent fiscal years, starting with Phase 1 in the current Fiscal Year 2013/14. The streets and phases for the proposed improvements are provided below:

Phase 1 - Fiscal Year 2013/14

Cobia Court	270 LF	
Kingfish Road	3,530 LF	
Sandpiper Street	1,760 LF	
Shad Court	300 LF	
Sheepshead Drive	1,030 LF	
Snook Drive	2,920 LF	
Tarpon Road	4,160 LF	
Trout Court	300 LF	
Tuna Court	160 LF	
Wahoo Court	300 LF	
TOTAL PHASE 1	14,730 LF	

#### Phase 2 - Fiscal Year 2014/15

Bluefin Court	260 LF
Bonita Court	330 LF
Bonita Lane	400 LF
Chesapeake Avenue	1,700 LF
Dolphin Court	500 LF
Dolphin Lane	400 LF
Dolphin Road	1,220 LF
Jewel Box Avenue	1,330 LF
Marlin Drive	1,330 LF
Mullet Court	300 LF
Mullet Lane	400 LF
TOTAL PHASE 2	8,170 LF

Phase 3 – Fiscal Year 2015/16

Blue Point Avenue	1,500 LF	
Cherry Stone Court	340 LF	
Clam Court	340 LF	
Curlew Avenue	1,450 LF	
Little Neck Court	340 LF	
Osprey Avenue	1,380 LF	
Pelican Avenue	1,450 LF	
TOTAL PHASE 3	6,800 LF	

Previous hydraulic modeling efforts performed by others recognized the need to replace the existing AC water main along each of these roads with an 8-inch water main through the last hydrant (along each road) and recognizing that a smaller 4-inch pipe could be installed past the last hydrant to service residential customers. As the proposed project is being implemented to provide increased fire protection and not for increased potable water service to residents, each road will be evaluated and a recommendation will be made as to the termination point of service. Several of the roads are dead-end cul-de-sac roads in which the distance from the intersection to the farthest home is less than 500-feet, and for which it is feasible to eliminate the water system improvements along the roads. Those roads are listed in bold text above. During our preliminary design efforts, Tetra Tech will perform an evaluation and make a final recommendation on which portions can be eliminated, based on location of pipe, hydrant spacing, distance from residences, etc. In addition, the City has identified the potential of looping the four (4) longest dead-end roads (Kingfish Rd, Tarpon Rd, Snook Drive and Sheepshead Drive) if it is feasible and cost effective to cross the associated canals and utilize existing drainage easements. If feasible, a new water main could be installed within the drainage easement between lots 69 and 70 along Tarpon Road and extended westerly under the canal to a drainage easement located between lots 41 and 42 along Kingfish Road. Similarly, if feasible, a new water main could be installed within the drainage easement between lots 25 and 26 along Sheepshead Drive and extended westerly under the canal to a drainage easement located between lots 28 and 29 along Snook Drive. The feasibility will be evaluated and a recommendation will be made during the preliminary efforts of this project scope.

The existing water main will be replaced with new PVC water mains, isolation valves, fire hydrants, and water services. Water meter and boxes will remain. The City owns and operates various water, wastewater and stormwater utility infrastructure within the project right-of-ways. Other existing utilities that typically share the right-of-way include power, telephone, cable, gas utilities, and others. The City would like to implement the potable water pipeline replacement and improvements while avoiding relocation of existing utilities, if possible.

In order to provide logical, orderly completion of this assignment, the project has been broken down into seven (7) distinct tasks, further described herein.

### II. SCOPE OF SERVICES

### A. Preliminary Services

Prior to field surveying, preliminary services will be performed in an effort to identify pipe alignment and to establish base drawings. The services to be performed under this task include:

- Prepare base drawings utilizing City provided GIS data and aerial imagery. The drawing sheets will be based on these GIS developed base drawings, with limited survey data to be collected under Task B, below.
- Perform a site walkthrough (2 days) in order to gather information on features
  which could impact construction and the corridor for the proposed pipeline. Such
  information includes the location and extent of vegetation, location of power lines
  and related information.
- 3. Call in a design ticket for each area for utility identification. The purpose will be to obtain information regarding private utilities in the areas and to attempt to obtain as-built information from the utility providers.
- 4. Coordinate for the City to perform ground penetrating radar (GPR) utility locates to assist in corridor selection.
- 5. Utilizing the data obtained above, identify a corridor for each road for the proposed pipe alignment. Corridor consideration will include the location of existing utilities as well as the existing water lines. Where feasible, efforts will be made to keep the proposed water lines on the same side of the road as the existing water lines as this will result in less impact to existing service laterals. It is possible that the new lines will have to be installed on the opposite side of the road or under the existing road in some cases.
- 6. Obtain soils conservation data in order to generally classify soils within the project area. The City has requested an approach that places the responsibility on the Contractor to become familiar with the ground conditions. In an effort to assist with this approach, soils conservation data will be reviewed to provide a general overview of the soils type.
- 7. Perform a preliminary hydrant layout to determine potential for elimination of water system improvements along cul-de-sac roads and potential for pipe diameter reduction or elimination on non cul-de-sac roads following last fire hydrant. Evaluation will be based on ability to meet 500-foot radius from hydrant to furthest structure.
- 8. Perform an evaluation and make a recommendation for the potential canal crossings (from Kingfish road to Tarpon Road and from Sheepshead Drive to

Snook Drive) for the purpose of developing loops of these otherwise dead-end runs. The evaluation will consider the alternatives for canal crossing (directional drill, open cut, etc.), the constructability, the costs, the potential to downsize the water lines, if looping is accomplished, and a cost-benefit analysis to assist the City in making a determination in moving forward. As part of this analysis, a title search will need to be performed in order to verify existing easements. The City will perform the necessary title search and easement verification.

- 9. Run/Update the existing water system hydraulic model for the area proposed for improvements (Royal Harbor) for the potential downsizing/elimination of pipes not required for fire flow and for the potential crossing of canals for looped lines. With the looped line scenario, it may be feasible to downsize the main lines and still maintain fire flow. The City will provide the current hydraulic model in its current WaterCAD electronic format. Field model calibration is not proposed. The proposed model will be run to compare previous model runs (by others) with modified piping arrangements and considering max day plus fire flow conditions.
- 10. Prepare a Preliminary Design Memorandum summarizing the subtasks performed and making a final recommendation on each item along with costs/savings associated with pipe elimination and/or pipe downsizing which may result from looped lines.

### B. Route Surveying

To perform this project, the City desires to utilize GIS data combined with aerial imagery. Limited field surveying services will be performed for the purpose of gathering critical data such as intersection information; location of stormwater infrastructure; location of wastewater collection manholes; cross-sections at 200-ft intervals and related information. Survey data collected will be limited to one-half of the right of way only and will not consist of a continuous route survey. Instead, data will be collected to identify changes in topography and to collect physical features which may affect the design and/or construction.

Survey services will be performed by Johnson Engineering, Inc. (JEI) (Surveyor) and will consist of the following:

Route Surveying will consist of the following:

 Obtain elevations from the centerline of the road to the right of way on one side only at 200' intervals on the following streets: Curlew Avenue, Osprey Avenue, Pelican Avenue, Blue Point Avenue, Chesapeake Avenue, Jewel Box Avenue, Dolphin Road, Sheepshead Drive, Marlin Drive, Tarpon Road, Kingfish Road, Snook Drive and Sandpiper Street from Marlin Avenue to the South end of Sandpiper Street. Additional elevations will be obtained at the intersections of roads.

- 2. Collect visible above ground improvements and any marked utilities in the vicinity of the proposed improvements, including, but not limited to city located utilities, driveways and type of material, meter box locations, drainage structures (no invert elevations will be obtained), trees 4" in diameter or greater, hedges and landscape beds.
- 3. Incorporate survey data into base drawings developed using GIS data to show right of way lines, cross sections and locations.
- 4. Establish horizontal and vertical control along the centerline of each of the roads surveyed. Property corners, subdivision controls and permanent control points will be located and used to align the right of way lies in each subdivision.
- 5. Subsurface utility evaluation: It may be necessary to request the City perform digs and/or additional GPR in order to depict as close as possible where existing utilities may be located in the vicinity of the proposed water main improvements. GPR will have previously been performed by the City under Task A, however, if necessary, additional locating may be required if markers, paint etc., in critical areas has been removed or is unclear. The Surveyor will record horizontal location of data marked in the field by the City.

#### C. Bathymetric Canal Surveying

As part of the Task A (Preliminary Services), an evaluation will be performed for the potential to install looped connector lines under the canals between Tarpon Road and Kingfish Road and between Sheepshead Drive and Snook Drive. Once an alignment and construction method has been selected, field surveying services for the proposed crossings will be performed. JEI will prepare topographic surveys of the two proposed water crossings showing natural ground on the uplands, mean high water and mean low water elevations as provided by the Florida Department of Environmental Protection (FDEP) and elevations of the bottom of the water areas along the proposed waterline path.

In addition, JEI will prepare up to ten (10) sketch and descriptions for the proposed easements from the road, along the property lines and across the sovereign submerged State of Florida lands. The easements will be used to allow for temporary construction as well as for future access for maintenance and to allow for the sovereign and submerged lands crossing of the canals. It is understood that drainage easement exist on the landward portions of each crossing and that the City may be able to reclassify the existing easements to include utilities without obtaining new easements. As such, sketches and descriptions will only be prepared for the easements determined to be necessary.

#### D. Environmental Services

In order to assure no environmental impacts will result from the proposed project, it is proposed that certain environmental due diligence services be performed in order to identify habitat and potential for endangered species. Environmental services will be performed by JEI. In addition, as part of the requirement for crossing the canals for the proposed looped line systems, environmental services will be required for the sovereign and submerged lands crossings. As such, the following environmental services specifically associated with the canal crossings are required.

- 1. Habitat Mapping and Wetland Delineation Existing habitats along the project corridor will be mapped and classified in accordance with the Florida Land Use, Cover and Forms Classification System (FLUCFCS) designations. AutoCAD will be utilized to illustrate the habitat mapping and to determine habitat acreages. Wetlands and surface waters will be delineated based on the criteria outlined in the U.S. Army Corps of Engineers (USACE) Wetland Delineation Manual (1987), the USACE Interim Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Atlantic and Gulf Coastal Plain Region (2008), and Chapter 62-340, Florida Administrative Code, Delineation of the Landward Extent of Wetlands and Surface Waters. Wetland mitigation services are not provided herein and additional services authorization will be required if mitigation is necessary.
- 2. Protected Species Survey A protected species survey will be conducted within the non-submerged portion of the project corridor for State and Federal threatened and endangered species. The survey will be conducted in accordance with methodologies accepted by the Florida Fish and Wildlife Conservation Commission (FWC) and U.S. Fish and Wildlife Service (FWS). The methodology and findings, including locations of observed protected species (if any), will be summarized in a format suitable to meet the permitting requirements of FWC, FWS, USACE and the Florida Department of Environmental Protection (FDEP). This task includes researching the FWC bald eagle nest internet database to determine the nearest documented nest. If any nests exist, requirements will be included in the bidding documents directing the bidders of the construction limitations in the vicinity of any discovered nests.
- 3. Benthic Resources Survey (if required) If sovereign submerged land crossings are proposed and survey data indicates that water depths may be suitable for the potential presence of submerged environmental resources, such as sea grasses or oyster beds, JEI will survey the benthic habitat within the project corridor and GPS locate benthic environmental resources, if present. Information from this task will likely be required by the USACE and FDEP during the environmental resource permit application process if sovereign submerged land crossings are proposed and water depths are suitable.

4. FDEP Environmental Resource Permitting & USACE Dredge/Fill Permitting -JEI will prepare and submit the Environmental Resource Permit (ERP) application to the FDEP and Section 404 Dredge and Fill Permit application to the USACE. This task includes preparation of environmental support materials, including permit drawings. Also included are up to two meetings with City and agency staff to facilitate the permit submittal and review process as well as environmental assistance to respond to one agency request for additional information (RAI). If required, JEI will conduct informal consultation with FWC and FWS or National Marine Fisheries Service (NMFS) during environmental permitting to coordinate threatened and endangered species involvement. If species specific surveys, management plans, mitigation or Section 7 formal consultation is required, a supplemental agreement may be required. This task assumes no wetland impacts or wetland mitigation will be required. This task assumes the project will qualify for FDEP General Permit 62-330.453 and ACOE Nationwide Permit (NWP) 12. In the event wetland mitigation is required or additional regulatory agency coordination is required beyond that stated above, a supplemental agreement may be required. Issuance of various permits is at the discretion of the regulatory agencies. Permitting is a regulatory function and JEI does not guarantee issuance of any permit. The City will be responsible for permit application fees.

Note: Post-permit construction services, including but not limited to water quality monitoring, reporting and protected species observations, if required, will require a supplemental agreement.

5. Sovereign Submerged Lands Easement Coordination - If sovereign submerged land (SSL) crossing(s) are proposed, based on Chapter 18-21, F.A.C., the proposed water system improvement project will be required to obtain proprietary authorization from the Board of Trustees of the Internal Improvement Trust Fund. JEI will prepare the SSL use form and coordinate the appropriate SSL authorization with FDEP staff. JEI will verify the actual authorization required and work with the project surveyor to ensure the sketch and description meets the requirements set forth in Chapter 18-21, F.A.C. This task includes up to one meeting with FDEP and/or City staff.

#### E. Final Design

As indicated above, the proposed improvements are going to be implemented in three (3) phases with each phase being constructed in separate fiscal years. Construction of Phase 1 will be completed in the current Fiscal Year 2013/14, while construction of Phases 2 and 3 will be completed in Fiscal Years 2014/15 and 2015/16, respectively. Design for all three (3) phases will be completed in the current Fiscal Year, with each phase being designed as a stand-alone project. Phase 1 design will be fast-tracked in order to meet the City's proposed bidding schedule release in March 2014. Design for Phases 2 and 3 will be performed simultaneously, following completion of the Phase 1 design.

The final design will result in preparation of the bid documents, plan view only engineering drawings, and project technical specifications, which will be submitted to the City for review. The design will be predominantly PVC pipe installed by open trench construction. Per City staff, all roads are City roads and all road crossings will all be open trench/open cut. It is proposed that the project design will be submitted at two (2) stages for City review and comment, at the 60% and 100% completion levels. The 60% water main improvements submittal will include plan view with connections and conflicts detailed, draft project technical specifications, and engineer's opinion of probable construction cost. The 100% completion level will incorporate City's 60% review comments updated drawings, bidding and contract requirements and updated technical specifications. The 60% submittal will be made electronically in PDF format. Drawings will be formatted for final print on 24 x 36-inch drawings. For this task, we propose the following:

- Prepare drawings in AutoCAD version 2011 and technical specifications based on limited survey and geotechnical engineering base information as described previously. A preliminary list of drawings is presented below:
  - Cover Sheet and Location Map
  - Legends, Abbreviations and General Notes
  - Key Plan
  - Double Panel Drawings with improvements in plan view only
    - Phase 1, 14,800 LF (12-15 Sheets at 1-inch = 20-ft Scale)
    - Phase 2, 8,200 LF (7-9 Sheets at 1-inch = 20-ft Scale)
    - Phase 3, 6,800 LF (6-8 Sheets at 1-inch = 20-ft Scale)
  - Standard City Water Details (2 Sheets)
  - Pollution Prevention Notes and Specs (1 sheet)
  - Pollution Prevention Details (1 Sheet)
  - Maintenance of Traffic Plan & Details (2 Sheets)
- 2. Attend design review meetings at 60% and 100% completion levels for each phase, prepare agenda and minutes.
- 3. Prepare an engineer's estimate of construction cost for each phase based on previous bid tabulations, vendor quotes, and estimates provided by Contractors. Cost estimate will be provided at the 60% and 100% completion level.

#### F. Permitting

Tetra Tech will prepare and submit the permit applications and supporting documentation necessary to obtain permits required for the project to the Florida Department of Environmental Protection (FDEP) for the water main relocation project. As the project is located within the City limits, it is understood that permitting through the City (for development purposes, right-of-way use, etc.) will not be required. As such, it is anticipated that the only permits required will be from the FDEP as described below. In addition, please note that the FDEP Environmental Resource Permitting and USACE

Dredge/Fill Permitting task is not included as a permitting task, but rather as part of the Environmental Services task. All permit application fees will be paid by the City. Our approach will be to use preliminary base map drawings to obtain a General permit from FDEP at approximately the 60-percent design completion level. Although the project will be implemented in phases, the approach to permitting is to submit one (1) permit application for all three (3) phases. Tetra Tech will perform the following tasks:

- 1. Arrange and attend one (1) pre-application meeting with the FDEP in order to discuss the proposed project and to verify permitting requirements.
- Prepare and submit one (1) "Notice of Intent to Use the General Permit for Construction of Water Main Extensions for PWSs [DEP Form 62-555.900(7)] to the FDEP.
- 3. Prepare and submit one (1) FDEP/NPDES Permit application to the FDEP and respond to up to two (2) "Requests for Additional Information" (RAI) issued by the regulatory agency or two (2) teleconferences with agency staff.
- 4. Prepare and submit one (1) FDEP (NOI/SWP3) permit application and respond to up to two (2) "Requests for Additional Information" (RAI) issued by the regulatory agency or two (2) teleconferences with agency staff.

Note: This task excludes FDEP Environmental permitting associated with the proposed canal crossings as those services are covered separately under Task D.

#### G. Bidding and Award

The proposed improvements will be bid as multiple projects. This scope of services includes the bidding for Phase 1 in the current Fiscal Year 2013/2014. In addition, it includes the services for Phases 2 and 3 in Fiscal Years 2014/2015 and 2015/2016, respectively. (Please note that if performed, the canal crossings associated with the looped lines are in the Phase 1 area. However, it is not anticipated that the efforts necessary to complete the design, permitting and securing of easements can be accomplished by the time the project is proposed for bidding. As such, the canal crossings may need to be included as part of Phase 2 or Phase 3.)

Tetra Tech will conduct the following services during the bidding process separately for each phase.

1. Tetra Tech will work with the City staff to provide a master copy of the Bid Set construction drawings and technical specifications in electronic format (PDF). It is our understanding that the City will be responsible for distribution of bid packages to potential bidders via online plan distribution.

- Support with addenda. Tetra Tech will respond to technical questions forwarded by the City for anticipated addenda as part of this scope of services. Tetra Tech will respond to questions using the Addendum Form for expedited response time and will generate necessary supporting documents, as applicable, and submit them to the City for distribution to registered plan holders. The City will be responsible for responding to technical questions related to the stormwater improvements.
- Tetra Tech will attend and conduct a pre-bid meeting at the City and potential bidders.
- 4. Tetra Tech will evaluate the bids, provide support for evaluation of the apparent low bidder's utilities contractor's qualifications for undertaking the utility work on the project, and provide a recommendation of award.

### III. SERVICES NOT INCLUDED

- A. Geotechnical Services This proposal does not include performing geotechnical evaluations. During the design development, soils conservation data will be utilized to provide a description of the soils anticipated to be encountered and the Contractor will be required to familiarize himself with the site conditions. If it is determined that geotechnical investigations are required, such services would be considered additional.
- B. Other Permits This proposal does not include permitting services for any permits not previously listed.
- C. Costs for advertising the Project are to be paid by the City.
- D. Obtaining easements on property for construction of the project is not included in this scope.
- E. Assisting the City with the change in use, etc. of the existing drainage easements to allow the use of the easements for utilities.
- F. Coordination with homeowners is not included in this scope and no time has been budgeted for attendance at any meetings not previously listed.
- G. No construction related activities have been proposed and all such services would be included as future tasks.
- H. All permitting fees are to be paid by the City.
- I. Any mitigation (wetlands, species relocation, etc.) which are discovered as part of this scope of services have not been included and would be part of a separate authorization.

### IV. COMPENSATION SUMMARY

The total fee compensation for the Scope of Services described in Section II is \$299,165 which includes lump sum and not to exceed fee items as listed below. The compensation for the Scope of Services by task is summarized below.

NTE or LS		Cost
LS	\$	32,540
NTE	\$	58,890
NTE	\$	9.320
NTE	\$	40,125
LS	\$	53,140
	\$	35,895
	\$	34,195
LS	\$	9,190
LS	\$	7,290
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Total Fee \$ 299,165

### V. SCHEDULE

See Price Proposal for breakdown of schedule by tasks based on duration.

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