

**Wulfert WWTP Reclaimed Water Ground Storage Tank
Bidding and Construction Phase Services
Approval of Professional Services Proposal by Tetra Tech, Inc.**

This agreement constitutes a work order made through and under the Professional Services Agreement between OWNER and CONSULTANT for professional services dated November 1, 2022, the terms and conditions of which are still in full force and effect, except as modified herein.

Services not set forth, or not listed or described herein, are expressly excluded from the Scope of the Professional Services of the CONSULTANT. The CONSULTANT assumes no responsibility to perform any service not specifically identified and/or otherwise described in this Proposal

SCOPE OF SERVICES

PROFESSIONAL SERVICE OF THE CONSULTANT:

Reclaimed water treated at the Donax WRF is provided for irrigation of The Sanctuary Golf Club and supplements groundwater supplied from wells owned and operated by The Sanctuary Golf Club. Reclaimed water and groundwater are currently stored in a 500,000 gallon capacity glass lined steel tank manufactured by Florida Aquastore and located at the Wulfert WWTP. The Florida Aquastore tank is beyond the recommended lifespan for a metal tank and requires replacement for increased durability and lifespan. The OWNER intends to construct a new 500,000 gallon (minimum) capacity reclaimed water ground storage tank and associated yard piping at the Wulfert WWTP.

CONSULTANT previously assisted OWNER with field surveying, geotechnical investigation, environmental investigations, design, and permitting for the Wulfert WWTP Reclaimed Water Ground Storage Tank project. This Proposal is for work required to assist OWNER by providing professional engineering and inspection services related to bidding and construction of the Wulfert WWTP Reclaimed Water Ground Storage Tank project.

Task 1 – Bidding Services

- a. Perform quality assurance/control (QA/QC) review of previously prepared drawings and coordinate with disciplines for assembling documents for bidding.
- b. Meet with OWNER's staff to review the 100-percent plans, technical specifications, and Opinion of Probable Cost. Revise documents as needed to incorporate OWNER's final review comments.
- c. Prepare and distribute bidding documents to OWNER in proper electronic format (drawings and technical specifications). OWNER will release bids to the public.
- d. Attend Pre-Bid Conference.
- e. Prepare responses to bidder questions through OWNER.
- f. Assist with issuing addenda language through OWNER.
- g. Review bids and making a recommendation of award to the OWNER.
- h. Prepare conformed drawings and specifications incorporating any technical items modified by addenda.

Task 2 - Construction and Closeout Phase Services

During the Construction Phase, CONSULTANT shall provide general administration of the construction contract which is anticipated as a 365-day period and which shall include the following services:

- a. Attend the pre-construction meeting and assist Owner with preparation of meeting notes.
- b. Attend up to twelve (12) construction progress meetings.
- c. Make up to twelve (12) construction site visits at intervals appropriate to the various stages of construction in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of contractor's work. It is anticipated that periodic visits will be performed while actual construction activities are being performed. Based on information obtained during such visits and on such observations, CONSULTANT will determine if such work is proceeding in accordance with the Contract Documents. The purpose of CONSULTANT's visits to the site will be to enable CONSULTANT to observe construction to the extent necessary to certify the project's completion with the regulatory agencies.
- d. Review shop drawing submittals to determine acceptable of proposed products. It is anticipated that no more than forty (40) shop drawings will be received.
- e. ENGINEER will review the Contractor's requests for information (RFI) or clarification of the Contract Documents. ENGINEER will coordinate such reviews with the appropriate design discipline(s) and with the OWNER as appropriate. It is anticipated that no more than twenty (20) RFI will be received, reviewed, and responded to.
- f. Assist the OWNER with review of change order requests and with preparing change orders, with up to two (2) total estimated to be required.
- g. Review applications for payment and the accompanying data and schedules. CONSULTANT will determine the amounts owing to Contractor and recommend payments to Contractor in such amounts. Such recommendations of payment will constitute a representation to the OWNER, based on periodic visits to the project by CONSULTANT, that the work has progressed to the point indicated, and that, to the best of CONSULTANT's knowledge, information and belief, the quality of such work is in accordance with the Contract Documents. With a construction period of 365 days, we anticipate up to twelve (12) pay application requests will be made.
- h. Conduct an inspection to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable so that the CONSULTANT may recommend, in writing, final payment to Contractor and give written notice to the OWNER and the Contractor that the work is acceptable.
- i. Prepare a set of reproducible as-built Drawings showing those changes made during the construction process, based on the marked-up prints, drawings and other data furnished by Contractor to the CONSULTANT and which CONSULTANT and the OWNER consider significant.
- j. Prepare and submit to FDEP "Notification of Completion of Construction for Wastewater Facilities or Activities" prior to startup of the new ground storage tank.

Task 3: Construction Observation Services

During the Construction Phase, CONSULTANT shall provide a residential project representative (RPR) to perform general Construction Observation services to consist of the tasks described below. CONSULTANT services are based on an average of 16 hours per week and an estimated actual construction period of 30 weeks of construction activities for an estimated total of 480 hours. (We anticipate an overall construction period of 365 days – 52 weeks. However, a portion of that time is attributed to project setup and submittal reviews for which there will be no field activities.) These services will be performed as a not-to-exceed basis while construction activities are being performed. If more than 480 hours is required, then additional authorization will be necessary.

CONSULTANT RPR services for the proposed improvements shall include the following services:

- a. Up to 480 hours of field time construction observation for the proposed improvements.
- b. Preparation of daily construction observation reports, which will include descriptions and photographs of the observed condition. Inspection reports will be submitted electronically to the CONSULTANT in PDF format.
- c. Immediate OWNER notification if any improvement has been or is being constructed in disagreement with the conformed Contract Documents.
- d. Coordination with the CONSULTANT as needed.
- e. Review proposed progress payments with Contractor in advance of submittal to the OWNER and CONSULTANT and communicate as to acceptance of said pay requests.
- f. Review Contractor's change requests in the field with the OWNER and CONSULTANT and provide recommendations pertaining to the potential change requests.

SCHEDULE

The scope of services will be performed in accordance with the following schedule:

Task 1 – Bidding Services - to be completed in accordance with OWNER's schedule.

Task 2 – Construction and Closeout Phase Services – to be completed in accordance with OWNER's schedule.

Task 3 – Construction Observation Services – to be completed in accordance with OWNER's schedule.

COMPENSATION

The Price Proposal submitted by CONSULTANT attached hereto as Exhibit A is accepted and summarized as follows:

Definitions:

Lump Sum (LS): Includes all direct and indirect labor costs, personnel related costs, overhead and administrative costs, which may pertain to the services performed, provided and/or furnished by the CONSULTANT as may be required to complete the services in Exhibit A. The total amount of compensation to be paid the CONSULTANT shall not exceed the amount of the total Lump Sum compensation established and agreed to. The portion of the amount billed for CONSULTANT's services which is on account of the Lump Sum will be based upon CONSULTANT's estimate of the portion of the total services actually completed at the time of billing.

Time and Materials (T&M): For the actual hours expended by the CONSULTANT's professional and technical personnel, multiplied by the applicable hourly rates for each classification or position on the CONSULTANT's standard billing rate schedule in effect at the time the services are rendered. The current standard billing rate schedule is attached to this Exhibit B as Attachment No. 1. For the services of CONSULTANT's Sub-Consultants engaged to perform or furnish services in Exhibit A, the amount billed to CONSULTANT therefore times a factor of 1.10. The amount payable for Reimbursable Expenses will be the charge actually incurred by or imputed cost allocated by CONSULTANT, therefore times a factor of 1.10.

Estimated Fees: CONSULTANT's estimate of the amount that will become payable for Services (including CONSULTANT's Sub-Consultants and reimbursable expenses) is only an estimate for planning purposes, is not binding on the parties and is not the maximum amount payable to CONSULTANT for the services under this Agreement. Notwithstanding the fact that the estimated amount for the services is exceeded, CONSULTANT shall receive compensation for all Services furnished or performed under this Agreement.

If it becomes apparent to CONSULTANT at any time before the Services to be performed or furnished under this Agreement are about eighty percent complete that the total amount of compensation to be paid to CONSULTANT on account of these Services will exceed CONSULTANT's estimate, CONSULTANT shall endeavor to give OWNER written notice thereof. Promptly thereafter OWNER and CONSULTANT shall review the matter of compensation for such Services, and either OWNER shall accede to such compensation exceeding said estimated amounts or OWNER and CONSULTANT shall agree to a reduction in the remaining services to be rendered by CONSULTANT under this Agreement so that total compensation for such Services will not exceed said estimated amount when such services are complete. The CONSULTANT shall be paid for all services rendered if CONSULTANT exceeds the estimated amount before OWNER and CONSULTANT have agreed to an increase in the compensation due to CONSULTANT or a reduction in the remaining services.

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

ITEM	AMOUNT (Estimated if T&M)	FEE TYPE (LS; T&M; NTE)
Task 1 – Bidding Services	\$21,460	T&M
Task 2 - Construction and Closeout Phase Services	\$61,760	T&M
Task 3 - Construction Observation Services	\$79,400	T&M
TOTAL COMPENSATION FOR CONSULTANT'S SERVICES	\$162,620	T&M

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

SUB-CONSULTANT	AMOUNT (Estimated if T&M)	FEE TYPE (LS; T&M; NTE)
N/A	N/A	N/A
N/A	N/A	N/A
TOTAL COMPENSATION FOR SUB-CONSULTANT'S SERVICES	N/A	N/A

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

REIMBURSABLE EXPENSES	AMOUNT (Estimated if T&M)	FEE TYPE (LS; T&M; NTE)
Airline Fares, hotels, rental car, fuel, courier and express delivery charges, reproduction of plans and reports, photography, field supplies and costs of other materials and/or equipment specifically used for and solely applicable to this project	\$6,200	T&M
TOTAL COMPENSATION FOR REIMBURSABLE EXPENSES	\$6,200	T&M

TOTAL COMPENSATION INCLUDING SUB-CONSULTANTS & REIMBURSABLE EXPENSES	\$168,820	T&M
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IN WITNESS WHEREOF, the parties hereto have executed the Agreement to be effective as of the date above.

OWNER:
CITY OF SANIBEL

CONSULTANT:
TETRA TECH, INC.

Signature



Signature

By: Dana Souza

By: Daniel Nelson, P.E.
Print Name

Title City Manager

Title Vice President

<div><div>Tt</div>Price Proposal</div>		Labor Plan													Price Summary / Totals							
		12 Resources													Task Pricing Totals		168,820					
Wulfert WWTP Reclaimed GST	Bill Rate >	295.00	250.00	110.00		240.00	190.00		250.00	190.00		110.00	150.00	100.00	165.00	155.00						
Design of 500,000 gallon reclaimed ground storage tank.																	Total Price		168,820			
Submitted to: City of Sanibel (Attn: Scott Krawczuk)																	Pricing by Resource					
Contract Type: T&M																						
Project Phases / Tasks	Total Labor Hrs	Civil & Mechanical	Program Manager (D Nelson)	Sr Engineer 2 (F Mittl)	Engineer 1 (D Brady)	Structural	Sr Engineer 1 (J Burkett)	Project Engineer 2 (T Maddela)	Electrcial	Sr Engineer 2 (B Wason)	Project Engineer 2 (J Seignoret)	General	CAD Technician 3 (G Marquez)	Sr CAD Designer 1 (B Fox)	Construction Administrator (A Ramos)	Sr CAD Designer 2 (T Calzaretta)	Sr Constr Project Rep 1 (T Liszack)		Task Pricing Totals			
	1,016		4	132	164		22	26		18	34		82	8	46	-	480		Labor	Travel	ODCs	168,820
Bidding Services		116	4	26	10		10	10		6	14		22	8	6	-	-		21,460	200	-	21,660
Interdiscipline Coordination & QA/QC		20	2	4			4	4		2	4					-	-		4,570			4,570
Attend 100% Design Review Meeting		8		4	4											-	-		1,440			1,440
Revise Documents to Address Comments		44		4	6		4	4		2	8		8	8		-	-		7,480			7,480
Provide Documents for Bidding		8		2									2		4	-	-		1,120			1,120
Pre-Bid Meeting & Meeting Notes		4		4												-	-		1,000			1,000
Answer Questions and Prepare Addenda		20	2	4			2	2		2	2		4		2	-	-		3,970			3,970
Review Bids/Make Recommendation		2		2												-	-		500			500
Conform Bid Documents		10		2									8			-	-		1,380			1,380
Other Direct Costs		-														-	-			200		200
Construction & Closeout Services		400	-	86	154		12	16		12	20		60	-	40	-	-		61,760	2,000	-	63,760
Pre-Construction Meeting		6		2	4											-	-		940			940
Progress Meetings (12)		28		24	4											-	-		6,440			6,440
Site Visits for Regulatory Certification (12)		38		8	30											-	-		5,300			5,300
Shop Drawing Review (40)		122		10	36		8	12		8	16				32	-	-		18,900			18,900
RFI Reviews (20)		48		8	16		4	4		4	4				8	-	-		8,040			8,040
Change Order Assistance (2)		18		10	8											-	-		3,380			3,380
Application for Payment Review (12)		20		4	16											-	-		2,760			2,760
Substantial Completion Walkthrough/Punchlist		12		4	8											-	-		1,880			1,880
Final Completion Walkthrough		12		4	8											-	-		1,880			1,880
Record Drawings		84		8	16								60			-	-		10,360			10,360
Closeout/Certification		12		4	8											-	-		1,880			1,880
Other Direct Costs		-														-	-			2,000		2,000
Construction Observation Services		500	-	20	-		-	-		-	-		-	-	-	-	480		79,400	4,000	-	83,400
Field Observation Services		500		20												-	480		79,400	4,000		83,400
Totals		1,016	4	132	164		22	26		18	34		82	8	46	-	480		162,620	6,200	-	168,820