

March 24, 2025  
Katrina Gibson  
Finance Director  
Town of Eatonville  
307 E. Kennedy  
Eatonville, Florida 32751

**RE: Proposal for CBDG-MIT Grant No. MT128  
Lake Bell Water Treatment Plant Engineering Services  
CPH Job No. 201.2400998**

Dear Ms. Gibson,

CPH Consulting, LLC is pleased to submit this scope of work to provide professional services to prepare preliminary and final design documents, provide permitting assistance, CBDG-MIT Grant Fund assistance, and other engineering, architectural, subconsultant, and survey related services to constructing the proposed Lake Bell Water Treatment Plant and connecting to the water main on Kennedy Blvd for the Town of Eatonville.

This Scope of Work is being submitted in accordance with our response to Request for Qualifications No. 24-001 Federally Funded CDBG-MIT Grant No. MT128, dated August 5, 2024, by and between the Town of Eatonville (TOWN) and the firm of CPH Consulting, LLC (CONSULTANT). In response to Request for Qualifications (RFQ) No. 2024-001, CPH was selected pursuant to requirements set forth in the Consultants' Competitive Negotiations Act (CCNA), chapter 287, Florida Statutes as required by the federally funded grant.

**Exhibit A** presents a detailed scope of services. CONSULTANT proposes to perform the services for a lump sum fee of **\$1,073,013.00**. **Exhibit B** presents the labor-hour cost breakdown table. In addition, a revised Statement of Indemnification (**Exhibit C**) has been included to meet the intent of F.S. 725.08.

If the Town is in agreement with our proposal and revisions to the Statement of Indemnification, then please have the Town Mayor sign the attached signature page for authorization to proceed with the described work. As always, CPH appreciates this opportunity to provide our services to the Town.

Sincerely,  
**CPH Consulting, LLC**



**Scott A. Breitenstein, P.E.  
Division Manager – Treatment Facilities**

ALL TERMS AND CONDITIONS OF THE REQUEST FOR QUALIFICATIONS ARE HEREBY INCORPORATED HEREIN.

IN THE EVENT THAT THE LANGUAGE OF THIS PROPOSAL IS CONSTRUED TO BE IN CONFLICT WITH THE LANGUAGE IN THE REQUEST FOR QUALIFICATIONS, THE LANGUAGE OF THE REQUEST FOR QUALIFICATIONS SHALL CONTROL.

Made and executed by and between the TOWN and the CPH on this EXECUTED date HEREIN.

**Town:**

**TOWN OF EATONVILLE, a Florida  
municipal corporation**

**By:**

\_\_\_\_\_  
Angie Gardner  
Title: Mayor

**DATE:** \_\_\_\_\_

**Consultant:**

**CPH Consulting, LLC,**



**By:**

\_\_\_\_\_  
Scott A. Breitenstein, P.E.  
Title: Division Manager – Treatment Facilities

# **EXHIBIT A**

## **SCOPE OF SERVICES**

**TOWN OF EATONVILLE**  
**LAKE BELL WATER TREATMENT PLANT ENGINEERING SERVICES**  
**SCOPE OF SERVICES**  
**EXHIBIT “A”**

**PROJECT BACKGROUND**

This scope of work is to provide professional services to prepare preliminary and final design documents, provide permitting assistance, CBDG-MIT Grant Fund assistance, and other engineering, architectural, subconsultant, and survey related services to constructing the proposed Lake Bell Water Treatment Plant and connecting to the water main on Kennedy Blvd for the Town of Eatonville.

Engineering Services are being funded by the FY 2023 State of Florida Department of Economic Opportunity (DEO) federally funded Community Development Block Grant Mitigation Program (CDBG-MIT) in the General Infrastructure Program (GIP) category (\$5.9-Mil).

This Scope of Work is being submitted in accordance with our response to Request for Qualifications No. 24-001 Federally Funded CDBG-MIT Grant No. MT128, dated August 5, 2024, by and between the Town of Eatonville (TOWN) and the firm of CPH Consulting, LLC (CONSULTANT). In response to Request for Qualifications (RFQ) No. 2024-001, CPH was selected pursuant to requirements set forth in the Consultants' Competitive Negotiations Act (CCNA), chapter 287, Florida Statutes as required by the federally funded grant.

**PURPOSE**

The purpose of this project is to construct the proposed Lake Bell WTP to support existing and future potable water demands within the Town's service area. Proposed design documents will include plans and technical specifications for the following:

1. Site plans and technical specifications to accommodate Equip and Connection of two (2) existing Upper Floridan Aquifer (UFA) wells with Variable Frequency Drive (VFD) motors with provisions to construct, equip and connect one (1) future Lower Floridan Aquifer (LFA) well.
2. Plans and technical specifications for a new 0.5-MG Ground Storage Tank (GST).
3. Plans and technical specifications a new Operations Building (approximately 50' x 70') to include:

- a. High service pump room for up to four (4) pumps with roll up garage doors, storage for spare pumps and motor with a manual hoist system (30' x 60')
  - b. Contained and ventilated chemical storage area (20' x 30')
  - c. Electrical Room (20' x 20')
  - d. Secure Instrumentation and Control (I&C) Room (10' x 10')
  - e. Office and Storage Space (10' x 30')
  - f. Wet Chemistry/ Break Room (10' x 10')
  - g. Restroom (one (1) unisex restroom) (10'x 10')
  - h. Mini grinder pump station to serve the operations building for wastewater disposal of domestic wastewater to nearby manhole
4. Plans and technical specifications for a new Auxiliary Power 250 KW Generator with Fuel Tank with 3 days of storage capacity to serve Proposed Lake Bell WTP.
  5. Plans and technical Specifications to extend 16-inch finished potable water line approximately 2,000 linear feet (LF) from Proposed Lake Bell WTP to Kennedy Blvd .

The intent of this scope of work is to define our engineering and architectural services which will include the following:

- Project Definition (10% Conceptual Design)
- Preliminary Ecological Assessment (CPH Consulting, LLC)
- Topographic Survey (CPH Consulting, LLC)
- Subsurface Survey (ECHO UES, Inc.)
- Geotechnical Investigations (NADIC Engineering Services, Inc. & Tierra Inc.)
- Architectural Support Services (Rhodes & Brito Architects)
- Preliminary Design Report (30% Design)
- Design Documents (60%, 90% & 100% Plans and Technical Specifications)
- Permitting Assistance
- Bidding Assistance
- Construction Administration (**not included at this time**)

## **A. SCOPE OF SERVICES**

### **Task 1 –Project Setup, Kick-Off Meeting, and Due Diligence Support Services**

- 1.1 Set-up project and prepare a Project Work Plan with tentative schedule.
- 1.2 Prepare for and Conduct a Kick-Off Meeting with the TOWN to identify roles, set a tentative schedule, review TOWN requirements, and request available data. Coordinate with CBDG-MIT Program Manager to prepare Kick-Off Meeting Minutes for TOWN record.
- 1.3 Subcontract Electrical Design Associates (EDA), an M/WBE firm, to provide Electrical and Instrumentation plans as well as the associated technical specifications (Refer to **Attachment A** for definition of actual services to be performed).
- 1.4 Coordinate and conduct Preliminary Ecological Assessment and Wetland Delineation (Refer to **Attachment B** for definition of actual services to be performed).
- 1.5 Coordinate and conduct Topographic and Boundary Survey (Refer to **Attachment C** for definition of actual services to be performed). Survey will be conducted in compliance with the Standards of Practice of Surveying and Mapping of the State of Florida.
- 1.6 Subcontract ECHO Utility Engineering & Survey, Inc., an M/WBE firm, to provide Subsurface Utility Location on the proposed Lake Bell WTP site (Refer to **Attachment D** for definition of actual services to be performed). Up to five (5) utility verification test holes are included. CONSULTANT has included one (1) site visit to coordinate and meet with ECHO to identify locations of the utility verification test holes.
- 1.7 Subcontract NADIC Engineering Services, Inc., an M/WBE firm, to perform geotechnical exploration at the proposed Lake Bell WTP location (Refer to **Attachment E** for definition of actual services to be performed). The geotechnical evaluation will provide geotechnical recommendations for site civil preparation, building foundation, stormwater pond design and roadway design. CONSULTANT has included one (1) site visit to coordinate and meet with NADIC to establish and stake locations of the geotechnical investigation borings.
- 1.8 Coordinate and conduct Landscaping and Irrigation Design Services (Refer to **Attachment F** for definition of actual services to be performed).

- 1.9 Subcontract Rhodes & Brito, an M/WBE firm, to perform Conceptual Architectural Services and Guidance (Refer to **Attachment G** for definition of actual services to be performed).

## **Task 2 – Project Definition Workshop (10% Conceptual Design)**

- 2.1 Prepare for and conduct a Project Definition Workshop with TOWN Staff (administration, engineering, operations, and maintenance) and CBDG-MIT Program Manager.
- 2.2 Prepare 10% Project Definition Conceptual Design Technical Memorandum (Operations Building Floor Plan, Site Plan Layout and Yard Piping) based on Project Definition Workshop for TOWN and CBDG-MIT Program Manager review and comment. System data will be collected and compiled to conduct a risk-based (value engineered) assessment. Up to three (3) Operations Building Floor Plans and Site Plan Layout options will be explored.
- 2.3 Prepare Class 4 Conceptual Cost Estimate (40% Contingency).
- 2.4 Prepare for and conduct 10% Project Definition Conceptual Design Technical Memorandum Meeting with TOWN staff and CBDG-MIT Program Manager to review comments.

## **Task 3 – Preliminary Basis of Design Report (30% Design)**

- 3.1 Conduct site visit and evaluate existing information to identify proposed locations of new structures. A TOWN representative will meet at existing WTP No. 1 site and proposed Lake Bell WTP site with CONSULTANT's Project Manager, Civil Engineer-of-Record, Architect-of-Record, Landscape Architect and Electrical Engineer-of-Record to discuss the proposed Lake Bell WTP site plan constraints relative to site access and aesthetics. Prepare meeting minutes to document TOWN selected site layout features to be included in the design documents.
- 3.2 Electrical sub-consultant will be responsible to coordinate with Duke Energy (Duke) to provide a transformer power supply feed to the proposed Lake Bell WTP location. EDA will also coordinate with Duke for location of the new transformer and power meter.

- 3.3 Prepare DRAFT Basis of Design Report (BODR) with a summary of key design parameters for TOWN and CBDG-MIT Program Manager review and comment. The BODR will identify the following:
- a. Site/civil layout
  - b. Building architectural features
  - c. Structural features
  - d. Landscape features
  - e. Electrical power and instrumentation needs for proposed power supply and demolition of WTP No. 1
  - f. Location of electrical components including City and power company facilities
  - g. Instrumentation operational controls for SCADA integration
  - h. Major equipment preferences
  - i. Permitting requirements
  - j. Ecological assessment
- 3.4 Prepare 30% Proposed Site Plan Layout, Major Elevations and Operations Building Design Drawings for use in permitting.
- 3.5 Prepare Class 3 Budget Authorization Construction Cost Estimate (30% Contingency).
- 3.6 Prepare for and conduct 30% BODR submittal Review Meeting with TOWN and CBDG-MIT Program Manager.
- 3.7 Prepare FINAL BODR based upon TOWN and CBDG-MIT Program Manager review comments.
- 3.8 Conduct QA/QC review of deliverables.

#### **Task 4 – 60% Submittal Project Design Documents**

- 4.1 Prepare 60% Site Plan Layout, Major Elevations and Operations Building Design Drawings for TOWN and CBDG-MIT Program Manager review and comment based upon TOWN approved BODR. The 60% plans will be used for submittal to the TOWN Planning Department for review, comment, and approval. At 60% design, EDA will prepare process and instrumentation diagrams (P&IDs), single line diagrams, control wiring riser diagrams, generator load calculations and system control and data acquisition (SCADA) criteria. In addition, EDA will use the TOWN's HMI infrastructure



to the extent possible to provide cost-effective solutions for monitoring and controlling the proposed Lake Bell WTP operations.

- 4.2 Prepare 60% Technical Specifications. Technical Specifications for the project manual are proposed to meet current TOWN engineering standards for design and construction of facilities.
- 4.3 Prepare Class 2 Budget Control Construction Cost Estimate (20% Contingency).
- 4.4 Conduct 60% submittal Review Meeting with TOWN and CBDG-MIT Program Manager.
- 4.5 Conduct QA/QC review of construction documents.

#### **Task 5 – 90% Submittal Project Design Documents**

- 5.1 Prepare 90% Site Plan Layout, Major Elevations, and Operations Building Design Drawings for TOWN and Town's CBDG-MIT Program Manager review and comment.
- 5.2 Prepare 90% Technical Specifications and bid form. Front-End Bidding General Conditions, such as: Bid Advertisement; Contractual Conditions; and Contractual Agreement Form will be provided by CBDG-MIT Program Manager to meet federal grant requirements.
- 5.3 Update Class 2 Budget Control Construction Cost Estimate (20% Contingency).
- 5.4 Conduct 90% submittal Review Meeting with TOWN and CBDG-MIT Program Manager.
- 5.5 Conduct QA/QC review of construction documents.

#### **Task 6 – 100% Submittal Project Design Documents**

- 6.1 Prepare 100% Site Plan Layout, Major Elevations, and Operations Building Design Drawings for use in bidding per DEO review comments. The 100% Construction Plans will be considered bid ready.
- 6.2 Prepare 100% Technical Specifications and Bid Form per DEO review comments. The 100% Technical Specifications will be considered bid ready.
- 6.3 Prepare Class 1 Probable Bid Cost Estimate (10% Contingency).
- 6.4 Conduct 100% submittal Review Meeting with TOWN to coordinate bidding services.
- 6.5 Conduct QA/QC review of construction documents.

## **Task 7 – Permitting Assistance**

- 7.1 Conduct permit inquiry with Florida Department of Environmental Protection (FDEP) to submit permit to Construct Public Water System (PWS) components. Respond to up to one (1) request for additional information (RAI) from review/regulatory agency. Permit fees to be paid by TOWN.
- 7.2 Conduct permit inquiry with St. Johns River Water Management District (SJRWMD) to submit a minor permit modification to modify existing wells. Respond to up to one (1) request for additional information (RAI) from review/regulatory agency. Permit fees to be paid by TOWN.
- 7.3 Conduct permit inquiry with FDEP to submit a Stormwater General Environmental Resource Permit (ERP). Respond to up to one (1) request for additional information (RAI) from review/regulatory agency. Permit fees to be paid by TOWN.
- 7.4 Conduct permit inquiry and submit signed and sealed plans for TOWN Planning and Zoning permit review. Permit submittal will use 60% drawings. Assumes no plan review fee for TOWN Planning Department.
- 7.5 Conduct permit inquiry with Orange County to identify coordination to install new diesel storage tank and generator. Permit fees to be paid by TOWN.
- 7.6 Conduct Building Permit inquiry with TOWN Building Department. Inquiry conducted will use 60% drawings. Assumes no Building Permit review fee for TOWN Building Department.

## **Task 8 - Bidding Assistance**

- 8.1 Prepare Bid Documents for the TOWN. Assist the TOWN in preparing the advertisement for the project in appropriate publications by the TOWN and assist in generating contractor interest in the project work.
- 8.2 Prepare for, coordinate, and attend a pre-bid conference for the project.
- 8.3 Prepare answers to questions by bidders and suppliers for up to one (1) addendum. Additional addendums will be under a separate work authorization. No interpretations of the Documents shall be made other than through issuance of Addenda to the Documents, which will be developed to be provided to Bid Document holders. Electrical subconsultant, EDA, will assist with responding to electrical or instrumentation questions.

- 8.4 Attend the bid opening and Town Council Meeting where the contract is awarded.
- 8.5 Tabulate bids, review agreement bonds, insurance certifications, construction schedules and other portions of the contract, and conduct reference checks on the three (3) apparent lower bidders. CONSULTANT will provide the TOWN with a letter establishing the Engineers Recommendation on the most qualified responsive and responsible apparent low bidder in order to assist the TOWN in selecting the contractor.
- 8.6 Prepare conformed documents for contractor use during the construction phase of the Project.
- 8.7 Prepare for and attend the pre-construction meeting. Contractor will prepare a construction schedule, pay application, site use plan, safety plan and list of sub-contractors.

#### **Task 9 - Construction Administration (not Included at this time)**

CPH can provide limited, or full time, construction administration services for the Project when requested by the TOWN. Scope to be provided once successful bidder selected.

#### **B. SERVICES NOT INCLUDED**

The following services are not included in the scope of services. When requested by TOWN, any of the following services will be prepared under a separate scope of work for authorization.

- 1. Consumptive Use Permit Modification
- 2. Hydraulic Testing of existing wells
- 3. Upper Florida Aquifer (UFA) or Lower Floridan Aquifer (LFA) Well Design
- 4. Pilot Testing of advance treatment systems
- 5. Construction Administration Services ()
- 6. Full-Time Construction Engineering Inspection (CEI) Services
- 7. Design of security systems
- 8. Design Services for Future Treatment Processes

9. Design of hardscaping or security walls
10. Front end contractual documents in compliance with federally funded projects (to be provided by CBDG-MIT Program Manager)
11. Start-up services and Training
12. Survey from Proposed Lake Bell WTP site to Kennedy Blvd (under a separate scope)
13. Demolition plans for WTP 1
14. DWSRF Grant Funding Assistance (to be provided by DWSRF Program Manager)

**C. SERVICES TO BE PROVIDED BY TOWN**

1. Review submittal documents within two (2) weeks of delivery.
2. Provide access to the site
3. Pay Permit fees
4. DWSRF Coordination
5. CBDG-MIT Coordination
6. Negotiate Utility Easement Acquisitions

#### D. PROJECT COST

The CONSULTANT agrees to perform the work outlined herein for a lump sum fee of **\$1,073,013.00** inclusive of out-of-pocket expenses. Progress invoices will be submitted based on the Engineer's estimate of the percent of work complete at the time of invoicing.

**Exhibit B** presents a detailed breakdown of task items and associated fee, which outline the costs for each task of the project. Fees for each of the tasks are based on Lump Sum. **Table A** summarizes the fee for each Task.

**TABLE A: Summary of Professional Services Fee**

Task No.	Description	Cost	Basis
1	Project Setup, Kick-Off Meeting & Due Diligence Support	\$ 245,669	Lump Sum
2	Project Definition Workshop (10% Conceptual Design)	\$ 84,490	Lump Sum
3	Preliminary Basis of Design Report (30% Design)	\$ 169,096	Lump Sum
4	60% Submittal Project Design Documents	\$ 192,278	Lump Sum
5	90% Submittal Project Design Documents	\$ 177,288	Lump Sum
6	100% Submittal Project Design Documents	\$ 139,022	Lump Sum
7	Permitting Assistance	\$ 35,820	Lump Sum
8	Bidding Assistance	\$ 29,350	Lump Sum
9	Construction Administration	Not Included at this time	Lump Sum
	<b>TOTAL</b>	<b>\$ 1,073,013</b>	Lump Sum

## PROJECT TENTATIVE SCHEDULE

Project is anticipated to take 500 days from NTP (see **Table B**).

**TABLE B: Tentative Project Schedule**

Item	Description	Duration	Schedule
<b>0</b>	Design Notice-to-Proceed (NTP)	--	March 2025
<b>1</b>	Key Design Criteria Workshop	2 weeks after NTP	April 2025
<b>2</b>	10% Conceptual Design	2 months	May 2025
<b>3</b>	30% Basis of Design Report (BODR)	3 months	August 2025
<b>4</b>	60% Design Documents	3 months	November 2025
<b>5</b>	90% Design Documents	2 months	January 2026
<b>6</b>	100% Design Documents	2 months	March 2026
<b>7</b>	Bidding to Notice of Award (NOA)	4 months	July 2026
	<b>TOTAL</b>	<b>16 months</b>	<b>500 days</b>

## CLOSING

If you have any questions or need any further information, please feel free to contact us at (407) 425-0452. We look forward to working with TOWN on this project.

Sincerely,

**CPH Consulting, LLC**

*Roberto M. Gonzalez*

*Scott A. Breitenstien*

Roberto M. Gonzalez, P.E.

Scott A. Breitenstein, P.E.

Senior Project Manager

Division Manager – Treatment Facilities

## ATTACHMENTS:

<b>Attachment A:</b>	EDA - Proposal for Electrical and Instrumentation Design Services
<b>Attachment B:</b>	CPH - Proposal for Ecological Services
<b>Attachment C:</b>	CPH - Proposal for Topographic Survey Services
<b>Attachment D:</b>	ECHO UES – Proposal for Subsurface Survey Services
<b>Attachment E:</b>	NADIC - Proposal for Geotechnical Services at Bell WTP Site
<b>Attachment F:</b>	CPH - Proposal for Landscape and irrigation Design Services
<b>Attachment G:</b>	Rhodes & Brito – Proposal for Conceptual Architectural Services

**Exhibit B:** Task and Fee Estimate

**END OF SECTION**

**ATTACHMENT A**  
Electrical Design Associates (EDA)  
Proposal for Electrical and Instrumentation Design Services





January 16, 2025

Mr. Robbie Gonzalez, P.E.  
CPH  
1117 E. Robinson Street, Suite C  
Orlando, Florida 32801

Re: Lake Bell WTP  
Eatonville, Florida

Dear Mr. Gonzalez:

We are pleased to submit our proposal for electrical and control system engineering services for the above project. The following serves to provide an overview of the engineering services Electrical Design Associates, Inc. (EDA) intends to furnish on the above referenced project. Your signature on this agreement will serve as your letter of intent and official notice to proceed with the referenced work. Our scope of work will include the electrical and instrumentation design for the following:

Scope of Work:

1. Provide design of electrical and control system improvements for the following facility improvements:
  - a. Power supply transformer
  - b. Generator with fuel tank
  - c. Two (2) UFA well pump motors with space for a future LFA well
  - d. Three (3) High service pump motors
  - e. Chlorine feed system
  - f. Ground storage tank

Task 1 – Project Management

1.1 Project Kick-Off and Progress Meetings

- a. EDA shall attend a kick-off meeting for the project to discuss the detailed project approach, the project schedule, invoices, project summary and the budget.

1.2 Project Quality Control Technical Review

- a. EDA will attend Technical Review Committee (TRC) meetings as required.

Task 2 – Preparation of Contract Documents

- 2.1 Design work includes electrical design as defined in the scope of work.

- a. Preparation of 30% Design Documents – EDA will prepare design development phase 30% design) documents and perform the following:
  - *Provide an internal technical review prior to submittal.*
  - *Submit a 30% opinion of probable construction cost for the project.*
  - *Attend a 30% design review meeting with the Owner.*
- b. Preparation of 60% Design Documents – EDA will prepare design development phase 60% design) documents and perform the following:
  - *Submit a 60% opinion of probable construction cost for the project.*
  - *Attend a 60% design review meeting with the Owner.*
- c. Preparation of 90% Design Documents – EDA will prepare design development phase 90% design) documents and perform the following:
  - *Submit a 90% opinion of probable construction cost for the project.*
  - *Attend a 90% design review meeting with the Owner.*
- d. Preparation of 100% Design Documents – EDA will prepare the final design documents and perform the following:
  - *Respond to City comments and revise design documents.*
  - *Perform 100% design phase coordination, and design completion activities and prepare final design documents (100%) including drawings, specifications, and opinion of probable construction cost.*

### Task 3 – Contractor Questions/Response

#### 3.1 Documents

- a. EDA shall attend meeting with the Contractor to review the 100% design. EDA will modify plans as appropriate based on VE and strategy meetings with the Contractor. EDA will provide the following documents.
  - An electronic copy of the bid documents in PDF format.
  - Engineer's Opinion of Probable Construction Cost.

#### 3.2 Addenda

- a. EDA shall assist in preparing up to two (2) design addenda to address/respond to questions and comments submitted to the Owner by the Contractor.

CPH will provide EDA with AutoCAD 2D .dwg files as necessary throughout design. Compensation for all services, materials, supplies, and any other items or requirements necessary to complete the work defined in this Task Assignment will be based upon an estimated fee amount of \$113,500.00. This includes all tasks described above (i.e. Tasks 1 through 3). Our scope of work shall be as outlined above and as indicated on the attached estimate of work effort.

Services not specifically outlined above are excluded. Our work shall be billed lump sum payable as follows:

Task 1 - Meetings, Project Management and Quality Control	\$ 7,000.00
Task 2.1 - Preparation of Contract Documents	\$ 102,000.00
<u>Task 3 - Bidding Services</u>	<u>\$ 4,500.00</u>
Total:	\$ 113,500.00

Very truly yours,



Michael Cahill, P.E.

ACCEPTED \_\_\_\_\_ DATE \_\_\_\_\_

CPH-25-002D

**ATTACHMENT B**  
CPH Consulting, LLC -  
Proposal for Ecological Services

## **EXHIBIT D - ENVIRONMENTAL (ECOLOGICAL) SCOPE OF SERVICES**

### **PROJECT DESCRIPTION**

The Town of Eatonville has requested CPH to conduct a preliminary ecological assessment and wetland delineation to assist with project planning to prepare project plans for the Water Treatment Plant Improvements at 400 Ruffel Street identified with Parcel ID # 35-21-29-0000-00-078 (Orange County Property Appraiser) located in Orange County, Eatonville, Florida.

### **1.0 ENVIRONMENTAL SERVICES**

#### **ENV-1 Preliminary Ecological Assessment**

CPH shall perform a preliminary ecological assessment on the subject property. Tasks to be completed include the following:

- **Public Data Base Research:** CPH will review Florida Fish and Wildlife Conservation Commission (FFWCC) and U.S. Fish and Wildlife Service (USFWS) web-based files and distribution mappings and review the Atlas of Breeding Sites of Herons and Their Allies (FFWCC) to identify recorded listed species within the project site or within the vicinity of the subject property.
- **Field Investigation:** CPH will conduct a preliminary survey by general reconnaissance of the site for the occurrence or potential occurrence of protected species (threatened and endangered) and wetlands and surface waters. The approximate location of all observed protected species and approximate extent and configuration of wetlands and surface waters shall be identified on the FLUCFCS map or aerial photograph prints. Those species referred to as protected are listed under Florida Administrative Code 68A and Florida Statue 581.185 and Code of Federal Regulation (50 CFR 17.11 and 17.12).
- **Vegetation and Land Use:** CPH will prepare a Vegetation and Land Use Map covering the project site. The mapping will follow Level III nomenclature of the Florida Land Use Cover and Forms Classification System (FLUCFCS). The approximate acreage of each classification will be tabulated for the site. The map will be digitized based on "desktop" interpretation of features evident on the aerial photography, correlation with soil types and field verification for each mapped classification. The dominant vegetation of each classification will be recorded.
- **Report:** CPH shall prepare a memorandum report summarizing the habitat and land use mapping, observed protected species, current regulatory considerations, estimated wetland mitigation costs and results of the public data base search to assist with project planning as applicable to the site conditions. The Client shall receive an electronic copy of the report and figures.

#### **ENV-2 Wetland Delineation**

CPH scientists shall conduct a field investigation to determine if wetland areas are located within the project boundaries.

- CPH shall delineate wetlands in the field with flagging tape and/or stakes in accordance with methodologies outlined in Chapter 62-340, F.A.C., and the *Corps Wetland Delineation Manual* (1987) and the *2008 Corps Interim Regional Supplement to the Corps Wetland Delineation Manual: Atlantic & Gulf Coastal Plain Region*.
- CPH shall provide a hand drawn sketch on an aerial of the approximate wetland line limits to communicate the flag location and numbers to the surveyor.
- CPH shall review the survey and provide QAQC comments to surveyor if edits are needed.
- CPH shall document the wetland characteristics on wetland data forms during the wetland delineation. Forms to be completed will document the wetland delineation and wetland quality.

## **2.0 COMPENSATION**

Services under Basic Services will be provided on an hourly or a fixed fee basis in accordance with the table below.

<b>Task #</b>	<b>Task Name</b>	<b>Fee Type</b>	<b>Fee</b>
ENV-1	Preliminary Ecological Assessment	Lump Sum	\$4,250.00
ENV-2	Wetland Delineation	Lump Sum	\$4,525.00
<b>ENVIRONMENTAL SCOPE TOTAL</b>			<b>\$8,775.00</b>

Additional services shall be other professional and technical services not specifically identified above. Invoices for Additional Services will be provided on an hourly plus expense reimbursement basis.

## **3.0 SCOPE OF WORK CLARIFICATIONS**

The Environmental scope of work shall be as indicated within this exhibit. Additional scope of work in any category will be reviewed on a case-by-case basis and may be cause for additional services billed at the Hourly Billing Rate included as a part of this proposal or as an approved negotiated lump sum.

For all site visits and meetings, travel within 100 miles round-trip from the originating CPH office shall be included in the fees provided. Travel beyond 100 miles round-trip shall be expensed as a reimbursable cost.

**Any work not specifically indicated in this proposal is excluded including but not limited to the following:**

- Special meetings with agencies, other consultants or Client except those meetings, if any, specifically identified in the above Scope of Work
- Local, State & Federal Wetland Permitting
- Professional Surveying
- Tree Removal Permitting
- Archaeological & Historical Studies or Reports
- Gopher Tortoise Permitting and Relocation
- Section 7 or Section 10 Consultation and Studies
- Specific Wildlife Assessments and Permitting
- Survey and Engineering
- Services resulting from changes made by client following the completion of specific project tasks that require re-work by CPH
- Special meetings with agencies, other consultants or Client except those meetings, if any, specifically identified in the above Scope of Work
- Phase I, II and remediation
- Mitigation Bank Credit Purchase

**ATTACHMENT C**  
CPH Consulting, LLC -  
Proposal for Survey Services

January 6, 2025

**RE: Eatonville Lake Bell WTP 1**

## **EXHIBIT E - SURVEY SCOPE OF SERVICES**

### **1.0 BASIC SERVICES**

#### **SUR-1.0 – Due Diligence**

##### **SUR-1.1 – Boundary and Topographic Survey:**

Prepare a Boundary and Topographic Survey to include Parcel Identification Number 35-21-29-0000-00-078 (Orange County Property Appraiser website) of approximately 8.4± acres on-site and 2.76± acres off-site, as per Rule Chapter 5J-17 of the Florida Administrative Code in compliance with the Standards of Practice of Surveying and Mapping of the State of Florida.

- Recover/set boundary corners.
- Collect topographic data at a 50' grid of site to include a 5' overlap on adjoining boundary lines where accessible or up to the adjacent edge of water.
- Collect topographic data at 50' cross sections of the half right-of-way of two (2) adjacent roads.
- Location of existing visible above ground improvements & visible utilities within scope.
- Location of trees with 6 inches DBH and greater within scope. Size and common name only, a Certified Tree Survey is not included as part of this scope. In heavily wooded areas, only a tree line will be depicted on the survey.
- The project coordinate system will be based horizontally on the North American Datum 83(1990) (NAD 83/90).
- The project will be based vertically on the North American Vertical Datum of 1988 (NAVD 88).
- Depict underground utilities based on a CADD file provided by ECHO.
- Signed and Sealed Survey.

**Note:** *This is not an ALTA/NSPS Land Title Survey. A formal title review is not a part of this contract.*

##### **SUR-1.2 – Wetland Line Location:**

- Location of wetland flags as set by CPH Environmental Department (depict on survey with ties and area calculation).

### **2.0 COMPENSATION**

Services under Basic Services will be provided on a fixed fee basis in accordance with the table below.

<b>Task #</b>	<b>Task Name</b>	<b>Fee Type</b>	<b>Fee</b>
<b>SUR-1.0</b>	<b>Due Diligence</b>		
SUR-1.1	Boundary and Topographic Survey	<b>Fixed</b>	\$20,180.00
SUR-1.2	Wetland Line Location	Fixed	\$ 2,500.00
<b>SURVEY SCOPE TOTAL</b>			<b>\$22,680.00</b>



### **3.0 SCOPE OF WORK CLARIFICATIONS**

The Survey scope of work shall be as indicated within this exhibit. Additional scope of work in any category will be reviewed on a case by case basis and may be cause for additional services billed at the Hourly Billing Rate included as a part of this proposal or as an approved negotiated lump sum.

**Any work not specifically indicated in this proposal is excluded including but not limited to the following:**

- As-built Survey
- ALTA/NSPS Land Title Survey
- Certified Tree Survey
- Underground Utility Designation/Location
- Platting
- Sketch and Descriptions
- Ordinary High Water/Mean High Water
- Separate review of CLIENT and/or financial institution requirements
- Soil Borings
- Construction Staking

**ATTACHMENT D**  
**ECHO UES -**  
**Proposal for Sub-Surface Survey Services**

January 10, 2025

Robbie Gonzalez, P.E.  
Senior Project Manager

## **PROPOSAL FOR SUBSURFACE UTILITY ENGINEERING & UTILITY SURVEY SERVICES**

**Project: Lake Bell WTP, Town of Eatonville, FL**

Dear Mr. Gonzalez:

At ECHO UES, Inc. (ECHO) we value your consideration and appreciate the opportunity to provide a proposal for professional services. This proposal, inclusive of a fee estimate, details the approach we consider the most suitable for your project.

**Project Synopsis:** Based on the information made available to ECHO, we understand the project consists of engineering design services for site improvements at the existing Lake Bell WTP site, for the Town of Eatonville. ECHO's professional services were requested to provide subsurface utility engineering and utility survey services within the project limits. **Specifically, ECHO was requested to investigate the location of the raw water lines within the property and originating from the two (2) existing wells.**

**Project Limits:** Consist of the areas surrounding the two wells; once the raw water well line(s) are identified, ECHO will trace them to the next visible feature within the parcel limits.

### **Subsurface Utility Engineering (SUE) Services**

Using a combination of field investigative techniques and technology, including surface geophysical instruments (e.g. GPR, pipe/cable locators) and vacuum excavation if needed, ECHO will perform the following services.

1. **Identification and marking of existing utilities.** Utilities potentially in conflict with the project and located within the project limits will be investigated in an attempt to identify their position. The results will be marked on the ground surface using the

most appropriate method (i.e. pin flags, paint etc.) and showing the approximate position of the identified utilities.

***ECHO will attempt to identify and mark exclusively the raw water well lines; no other utilities will be investigated.***

2. **Verification of utility location and characteristics.** At specific locations, ECHO will attempt to expose utilities via minimally intrusive methods (e.g. use of vacuum excavation) to confirm their characteristics (e.g. type, size, material, direction, configuration) and provide an accurate location. At completion of each excavation (test hole) ECHO will record all verifiable utility information, mark the utility location with the most appropriate method (e.g. wooden lathes, "X" mark on concrete, disc and nail on asphalt) and restore the field to as close as possible to its original conditions.

***Only if/when requested by the EOR.***

#### **Utility Survey**

- Set/recover horizontal and vertical control throughout the project corridor to collect the subsurface utility engineering information.
- Collect utility information as identified per the steps above.
- All survey efforts will be conducted in accordance with the Standards of Practice set forth in Rule Chapter 5J-17, F.A.C., pursuant to Section 472.027, F.S.

#### **Deliverables:**

- Survey digital CADD file, inclusive of sheeting on appropriate format and scale, and a signed and sealed surveyor's report.

**Proposed Schedule:** To be discussed and agreed upon with the client following acceptance of this proposal. The proposed schedules shall be valid barring any unforeseen conditions.

#### **Notes and Limitations:**

1. Client shall facilitate access to the site and provide any relevant project information.
2. Site must be clear from obstacles impeding access to any portion of the project limits.
3. Standard work hours are from 7:00am to 4:00pm, Monday through Friday; additional charges may occur (following discussion with the Client) in case of weekend or nighttime work.
4. ECHO will not work on any site that is known to be contaminated with any hazardous or harmful substance.
5. Any permit or fee requested to perform the work complying with any stakeholder's requirement will be submitted to the Client with a 5% administrative markup.
6. FDOT Design Standards (Index 600 Series) will be utilized for the Maintenance of Traffic (MOT). Should the site require modification to the Index 600 for non-standard MOT arrangements, ECHO will seek the Client's concurrence to obtain signed and sealed project's specific MOT plans (to be provided by others).
7. Any cost associated with signed and sealed MOT plans will be submitted to the Client with a 5% administrative markup.
8. Unless otherwise stated within this proposal, test holes have usual depth of up to eight (8) ft. from the ground surface, and diameter of up to 1 ft. Should there be a need for deeper or wider excavations, additional charges may apply.

9. The original ground surface at each test hole location will be restored to as close as possible to its original conditions, using concrete mix or asphalt cold patch as applicable. Any deviation from this standard (e.g. use of hot asphalt, flowable fill etc.) may require additional charges and the use of specialty subcontractors.
10. Regardless of the type of estimate proposed (e.g. lump sum, time and materials, etc.) such estimate should be considered indicative and based on preliminary information. Should any situation out of ECHO's control heavily impact ECHO's field work performance (e.g. adverse site conditions), ECHO reserves the right to seek additional funds to complete the work.
11. The exact location of any underground utility is not guaranteed unless clearly exposed and visually verified at a specific location. Utility characteristics, methods of installation, soil conditions and the surrounding environment all may impact adversely the results of any utility investigation with surface geophysical instruments and technology. No guarantee is made that all utilities will be found and identified.
12. Independently from ECHO's scope of work and performance, the Client shall comply with the relative chapter from the Florida (or any other applicable) Statutes: "Underground Facility Damage Prevention and Safety Act" and call 811 prior to any excavation taking place.
13. Subsurface Utility Engineering, Designating and Locating terms all refer to the American Society of Civil Engineers / Utility Engineering and Surveying Institute / Construction Institute "Standard Guideline for Investigating and Documenting Existing Utilities" (ASCE/UESI/CI 38-22). Should ECHO adopt this standard for the performance of the scope of work and preparation of deliverables, clear mention to the Standard shall be made throughout the deliverable.

**Fee:** ECHO's competitive offer, which is inclusive of all field, office, materials, supplies, and equipment costs is detailed below.

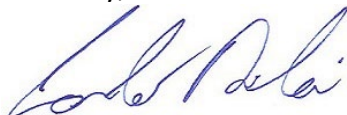
- **Subsurface Utility Engineering and Utility Survey as described herewith; Fixed Fee: \$6,310.00**
- **Utility verification test holes, if/when requested: \$600.00/ea., inclusive of survey and update of the survey files, with a minimum of five (5) requested per mobilization.**

**Acceptance:** We will honor this proposal for 90 days. If accepted, please return to our attention together with a professional services agreement/task work order authorization and official Notice to Proceed.

At ECHO UES, Inc. we believe in collaboration and communication with our clients and are driven to understand their needs and provide time-efficient and cost-effective solutions. ECHO strives to provide quality utility and survey reliable data to design better, build faster, and safely enhance Engineering, Design, Construction and Maintenance of infrastructure.

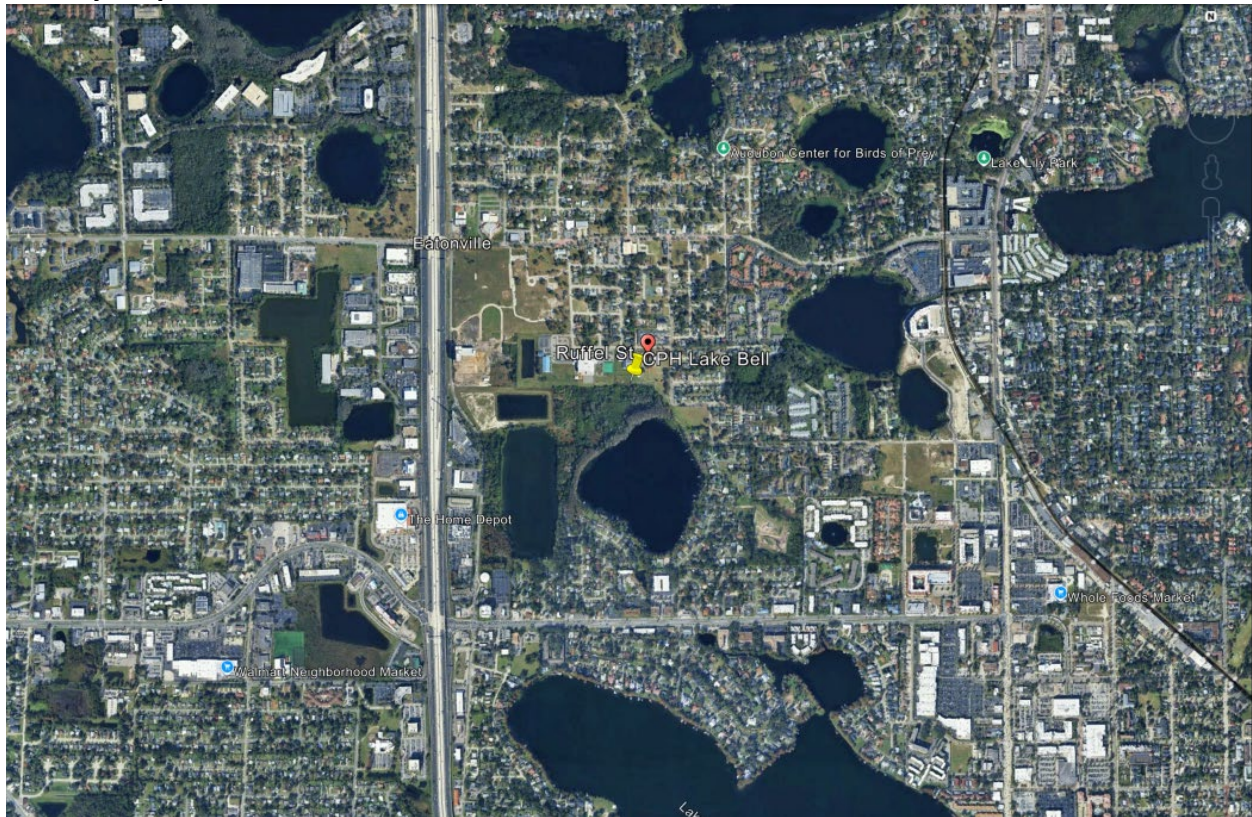
Thank you for considering ECHO for this important project and please do not hesitate to contact me directly should you have any questions or concerns.

Sincerely,



Carlo Pilia  
Vice President  
ECHO UES, Inc.

**Vicinity Map:**

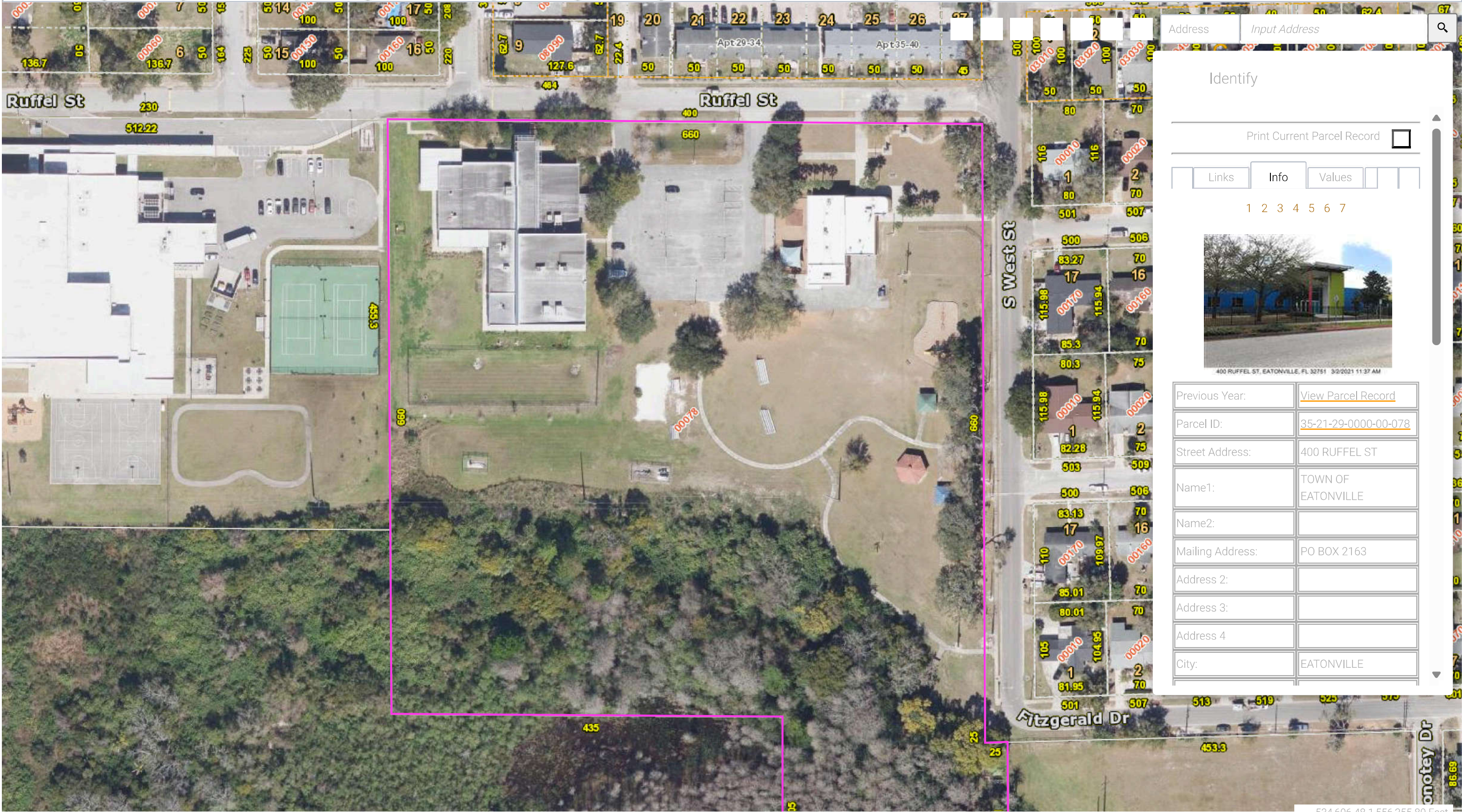


**Project Limits:** based on the actual location of the raw water lines.





- Base map
- Layers
- Foreclosure
- Sales
- Parcel Search
- Legend
- Identify
- OCA Tools
- Custom Print
- Trending
- Parcel Themes



Address

Input Address

Identify

Print Current Parcel Record ☐

Links

Info

Values

1 2 3 4 5 6 7

Previous Year:

[View Parcel Record](#)

Parcel ID:

35-21-29-0000-00-078

Street Address:

400 RUFFEL ST

Name1:

TOWN OF EATONVILLE

Name2:

Mailing Address:

PO BOX 2163

Address 2:

Address 3:

Address 4:

City:

EATONVILLE



**ATTACHMENT E**  
NADIC , Inc. -  
Proposal for Geotechnical Services  
at Proposed Lake Bell WTP Site



January 3, 2025

**CPH Consulting, LLC**

500 West Fulton Street  
Sanford, Florida 32771

Attention: Mr. Robbie Gonzalez, P.E.

RE: Geotechnical Engineering Fee Proposal for  
Eatonville Lake Bell Water Treatment Plant  
Town of Eatonville, Florida  
NADIC Project No. PQ.GEO-CV24091

Dear Mr. Gonzelez:

As per your email dated December 27, 2024, **Nadic Engineering Services, Inc. (NADIC)** is pleased to provide this Fee Proposal for design and construction of a new Water Treatment Plant (WTP) located at the Denton Johnson Community Center at 400 Ruffel Street in Eatonville, Florida. This proposal presents our understanding of the project, our recommended scope of services, cost and schedule for providing these services. We understand that the new WTP will consist of the following:

- A Ground Storage Tank
- Approximately 200 feet paved access roadway
- A Stormwater Pond
- A one-story Operations Building
- A Generator Pad

The purpose of this investigation will be to explore the soil and groundwater conditions at the site and to use the information obtained to provide geotechnical engineering recommendation for engineering design and construction effort for the proposed new WTP. Our recommended scope of services includes the following:

- 1) Coordinate boring location, including field reconnaissance, mark boring location at the sites.
- 2) Coordinate clearance and meetings with utility locators.
- 3) Mobilize truck mounted drill rig and personnel.
- 4) Perform a geotechnical investigation consisting of the following:
  - Three (3) 75-foot deep SPT borings within the footprint of the proposed Ground Storage Tank.
    - Two (2) undisturbed samples will be collected for the purposes of consolidation testing (if applicable).
  - Two (2) 6-foot deep Auger borings along the access roadway.
  - One (1) 15 foot-deep SPT boring within the Stormwater Pond.
    - One (1) field permeability test will be performed at least 1-foot above the encountered groundwater table.
  - Two (2) 25-foot SPT borings within the footprint of the proposed Operations Building.
  - One (1) 15-foot SPT boring at the location of the Generator Pad.
- 5) Collect groundwater level measurement and estimate normal wet seasonal high groundwater table.
- 6) Backfill the 6-feet to 25-feet deep soil borings with like insitu materials removed. The 75-feet deep borings will be grouted.
- 7) Visually examine all recovered soil samples in accordance to ASTM D2487 and perform laboratory tests on selected representative soil samples. The laboratory testing shall include Sieve analysis, Atterberg limits, organic content, natural moisture content, unit weight test, specific gravity test, corrosion series testing, and consolidation testing, as appropriate.

- 8) Incorporate the results of the field and laboratory testing in a formal report with engineering evaluation and recommendations for foundation design, site preparation, pipe excavation, fill placement and compaction, including:
- Site preparation including excavation techniques, expectations, depth of removal and over-excavation, safe slopes for any permanent cuts or fills, and improvements of in-situ soils, if applicable.
  - Support of excavations including protection of existing adjacent utilities/structures during construction, lateral pressures for design of excavation support systems and any displacement monitoring recommendations.
  - Constructability considerations including temporary excavation slopes, sheeting and shoring/cofferdams, traffic control/maintenance, excavatability, possibility of heave of excavation bottoms, and applicable dewatering issues and methods.
  - Influence of expansive soils, if encountered, on foundation design and recommendations to mitigate harmful effects.
  - Backfill materials including onsite availability, recommended index properties, aggregate gradations, classifications in accordance with ASTM D2487 and moisture and density compaction criteria.
  - Compaction characteristics and suitability of onsite soils for use as engineered and other fills and other pertinent earthwork recommendations, including shrinkage factors.
  - Any other geological or geotechnical recommendations considered by the geotechnical engineer to be pertinent to the project.

In accordance with the proposed scope of services and unit prices, we estimate the total (Not-To-Exceed) cost for our geotechnical services to be **\$35,561.79**. Our schedule to complete the described work will be five (5) working weeks from your written notice to proceed.

The fee presented above does not include environmental investigation and evaluation. However, if visible contamination is noticed, it shall be reported to CPH. In case, potential contamination is observed, **NADIC** will present a proposal for the additional cost.

**NADIC** appreciates the opportunity of working with you, CPH and the Town of Eatonville on this project. If you have any questions regarding this proposal, or if we may be of further assistance, please do not hesitate to contact the undersigned.

Sincerely,

**NADIC ENGINEERING SERVICES, INC.**



Godwin N. Nnadi, Ph.D., P.E.

Principal Engineer

Attachment: Attachment A – Computation of Geotechnical Cost

**ATTACHMENT A - COMPUTATION OF GEOTECHNICAL COST**  
**EATONVILLE LAKE BELL WATER TREATMENT PLANT**  
**EATONVILLE, FLORIDA**

Component/Unit Description	UNIT	QTY	RATE	TOTAL COST
<b>I. FIELD EXPLORATION:</b>				
1. Crew & Equipment Mobilization:				
612-Mobilization Drill Rig Truck Mount	Ea.	1	\$563.55	\$563.55
610-Mobilization Drill Rig Truck Mount	Ea.	0	\$3,000.00	\$0.00
712-Support Vehicle	Hr	22	\$120.00	\$2,640.00
2. Standard Penetration Test Borings(ASTM D-1586):				
478-Geo SPT Truck 0-50 Ft	LF	230	\$20.96	\$4,820.80
479-Geo SPT Truck 50-100 Ft	LF	75	\$26.39	\$1,979.25
3. Auger Borings (ASTM D-1452):				
401-Hand/Truck	LF	12	\$17.09	\$205.08
479-Track	LF		\$18.00	\$0.00
4. Grout Boreholes: Truck/Mud Bug:				
440-Geo Grout Boreholes- Truck 0-50 Ft	LF	150	\$7.76	\$1,164.00
441-Geo Grout Boreholes- Truck 50-100 Ft	LF	75	\$9.33	\$699.75
5. Temp Casing 4": Truck/Mud Bug:				
488-Geo Temp Casing 4"- Truck 0-50 Ft	LF	150	\$13.00	\$1,950.00
489-Geo Temp Casing 4"- Truck 50-100 Ft	LF	75	\$16.00	\$1,200.00
9. Truck and Crew:				
531-Geo Drilling Crew 2-Person	Hr	2	\$329.13	\$658.26
15. Undist Samples(ASTM D-1587): Truc/MB				
519-Geo Undisturbed Samples Truck 0-50 Ft	Ea.	2	\$281.00	\$562.00
10. Site Reconnaissance/Utility Coordination:				
a. - Engineer Intern	Hr		\$83.60	\$0.00
b. -Sr. Engineering Tech	Hr	6	\$85.95	\$515.70
11. GPS Rental:	Days	0.5	\$100.00	\$50.00
12. Field Permeability (0 -10 ft) - Truck	Ea.	1	\$430.00	\$430.00
<b>Totals for Field Exploration</b>				<b>\$17,438.39</b>
<b>II. LABORATORY TESTING:</b>				
1. Visual Exam./Stratify(ASTM D-2488):				
- Engineer Intern	hrs.	3	\$83.60	\$250.80

**ATTACHMENT A - COMPUTATION OF GEOTECHNICAL COST  
EATONVILLE LAKE BELL WATER TREATMENT PLANT  
EATONVILLE, FLORIDA**

<b>Component/Unit Description</b>	<b>UNIT</b>	<b>QTY</b>	<b>RATE</b>	<b>TOTAL COST</b>
<b>2. Grain Size Analysis:</b>				
822- Soils Particle Anlys AASHTO T99 No Hydrome	Ea.	2	\$113.33	\$226.66
812 -Soils Material Finer then 200 sieve FM 1-T011	Ea.	12	\$75.28	\$903.36
819-Soil Organic Content Ignition FM 1-T 267:	Ea.	4	\$57.67	\$230.68
826-Soil Plastic Limit & Plasticity Index AASHTO T	Ea.	4	\$57.67	\$230.68
811-Soil Liquid Limit AASHTO T89:	Ea.	4	\$57.67	\$230.68
817-Soil Moisture Content AASHTO-T265):	Ea.	14	\$24.00	\$336.00
806-Unit Weight Determination:	Test	2	\$75.28	\$150.56
831-Soils Specific Gravity AASHTO T100	Test	2	\$113.33	\$226.66
803-Soils Consolidation - Constant Strain ASTM D41	Test	2	\$939.25	\$1,878.50
801-Soils Consol-Addtl Incrmnts AASHTO T216 (13 to 24 Loads)	Ea	10	\$100.00	\$1,000.00
805-Soils Corrosion Series FM 5-550 to 5-553: (pH, Sulfate, Chloride, Resistivity)	Ea.	1	\$248.50	\$248.50
<b>Totals for Laboratory Testing</b>				<b>\$5,913.08</b>
<b><u>ENGINEERING AND TECHNICAL SERVICES:</u></b>				
1. Chief Engineer:	hrs.	12	\$248.94	\$2,987.33
2. Senior Geotech Engineer:	hrs.		\$210.39	\$0.00
3. Geotech Engineer:	hrs.	30	\$179.30	\$5,378.94
4. Engineer Intern	hrs	22	\$83.60	\$1,839.22
5. Cadd/Computer Technician:	hrs.	8	\$100.19	\$801.52
6. Senior Geotech Technician:	hrs.	14	\$85.95	\$1,203.30
7. Secretarial/Clerical:	hrs.		\$63.13	\$0.00
<b>Totals for Engineering and Technical Services</b>				<b>\$12,210.32</b>
<b>Total - Lump Sum</b>				<b><u>\$35,561.79</u></b>

**ATTACHMENT F**  
CPH Consulting, LLC -  
Proposal for Landscaping and Irrigation Design Services

## **EXHIBIT G - LANDSCAPE ARCHITECTURE SCOPE OF SERVICES**

### **1.0 BASIC SERVICES**

#### **LAND-0100 – Due Diligence**

##### **LAND-0101 – Kickoff & Site Visit**

CPH proposes to perform the following limited due diligence scope:

- CPH will participate in one (1) kick off meeting or conference call with the CLIENT to review the overall development and project goals.
- CPH will conduct one (1) site visit.

#### **LAND-0200 – Conceptual Design**

##### **Conceptual Landscape Plan (10% Basis for Design)**

- Based upon the data gathered during the Limited Site Check Study and Meeting with Town of Eatonville and utilizing the site survey/concept plan provided by CLIENT, CPH shall prepare up to 3 (three) Conceptual Plans. Conceptual Landscape/Hardscape Plan shall be general in nature, identifying shade tree, shrub and groundcover locations and hardscape elements. Once client has chosen a concept CPH will finalize the concept plan incorporating one round of comments from client.
- Public Meetings/Hearings. CPH Landscape Architecture team will be available to conduct up to one community meeting and to attend and present the concept plans at one public hearing.

#### **LAND-0300 – Preliminary Design**

##### **LAND-0301 – Schematic Design (30%)**

- CPH landscape architects will prepare a tree protection and mitigation plan in accordance with Local Codes and Ordinances based on a tree survey and supporting tree inventory data provided by surveyor.
- The plan will show trees to remain or be relocated, and trees to be removed.
- CPH will develop Schematic Design plan based upon the selected concept to include preliminary layout of main program elements, hardscape features, furnishings and preliminary planting plan.

##### **LAND-0302 – Design Development (60%)**

- Pursuant to the completion of the Tree Protection and Mitigation Plan and approval of the schematic plan, CPH will prepare a code minimum landscape plan for buffers, parking lot and required open space, which will include limited foundation plantings surrounding the buildings.
- The landscape plan will be designed in compliance with CLIENT's design criteria and Local Jurisdiction minimum Landscape Code requirements.
- The plan will be drawn to scale over the base provided by the Project Engineer and will indicate design intent, but not be at the construction document level.
- Plant species and specifications will be identified but not plant quantities.
- CPH will prepare preliminary hardscape drawings for the project site based upon approved site plan by the CLIENT.
- The plan will include the proposed placement and selection of site furnishings such as benches, drinking fountains, trash receptacles, bike racks, pergolas, pavilions, arbors, trellises. The preliminary hardscape plans also include the location and general schematic design of other specialty design elements such as seat walls, low retaining walls (3 feet in height or less) decorative pavers/paving and decorative water features/fountains.
- The preliminary hardscape drawings will include preparation of preliminary construction details or product cut sheets for product option selection by the client.

## **LAND-0500 – Construction Documents (90-100%)**

### **LAND-0501 – Final Landscape Plan**

- Following CLIENT's approval of the Preliminary Landscape Plan, and authorization to proceed, CPH will prepare a Final Landscape Plan that will be a refined drawing of the preliminary landscape plan that is responsive to review comments from the CLIENT.
- This drawing will be a construction document and include a plant list with plant species, quantity and specifications, planting details and general notes regarding implementation requirements.

### **LAND-0502 – Irrigation Plan**

- Following CLIENT's approval of the Final Landscape Plan, CPH will prepare an irrigation plan for an automatic irrigation system that responds to the requirements of the landscape design, CLIENT's design criteria and Local Jurisdiction's minimum requirements.
- This drawing will be a construction document and include a materials list, watering schedule, irrigation details and general notes regarding implementation requirements.

### **LAND-0503 – Final Hardscape Plan**

- CPH will prepare final hardscape drawings for the project site upon CLIENT's approval of the preliminary hardscape drawings and authorization to proceed.
- This will include the selection and detailing of site furnishings such as benches, drinking fountains, trash receptacles, bike racks, pergolas, pavilions, arbors, trellises. The final hardscape plans also include the design and detailing of other specialty elements such as seat walls, low retaining walls (3 feet in height or less) decorative pavers/paving and decorative water features/fountains.
- The construction hardscape drawings will include preparation of implementation notes and specifications on the drawings.
- Footers or foundations for vertical elements are to be prepared by CLIENT's structural engineer unless said scope is included in this Agreement.

## **LAND-0600 – Permitting**

### **Landscape Plan Permitting**

The following applications and approval process are assumed to be required and included in the scope of this contract. CPH will prepare submittal applications and support data for the following actions/permits:

- Town of Eatonville Building/Site Permit

Unless specifically noted in this contract, no Master Land Use Plan, Conceptual Development Plan, Land Use Change, Rezoning, conditional use, special exception, dedication, development agreement, special approval or other variances/deviations are included in this task. If a Master Land Use Plan, Conceptual Development Plan, special exception, Land Use Change, Rezoning, conditional use, dedication, development agreement, special approval or other variances/deviations are necessary, an amendment to the contract and additional fee will be required.

Scope assumes one (1) submittal of applications and supporting documents, and one (1) response to agency comments. CPH will coordinate the processing of the applications through the listed regulatory agencies including attendance at a limited number of meetings. This scope includes:

- One (1) meeting or conference call with Town of Eatonville staff for review of comments

If additional permits, meetings or hearings are required or other agencies are identified as having jurisdiction beyond those listed above, they will be deemed as an additional service and an amendment to the contract will be required.

Any modifications to the plans requested by the Regulatory Agencies required to comply with code that have not been discussed previously with CLIENT, will be addressed by CPH as part of these

services. Any modifications requested that are not code issues or are code issues that CLIENT was aware of will be addressed as an additional service.

Fee does not include reviewing, preparing, negotiating or submitting other documents or exhibits including, but not limited to, impact fees, opinions of probable cost, lease, purchase agreement, private development agreement, dedications, and Easements, Covenants, and Restrictions. These services will be provided for an additional fee if requested.

## **LAND-0700 – Construction Services**

### **Construction Observation**

CPH Landscape Architects will provide Limited construction support services to the CLIENT throughout the duration of the project construction period. For the purposes of this scope of work, the construction duration shall be 5 months (20 weeks). The construction support scope of work shall include the following:

- CPH shall review and respond to up to 5 (five) Requests for Information (RFI's) from the general contractor. Responses shall be provided within a timely manner as defined on a project basis. RFI's that are due to insufficient or unclear information in the construction documents will not count towards the number of RFI's.
- CPH shall review up to 5 (five) product submittals and/or shop drawings for conformance with the design intent of the Construction Documents. Responses shall be provided within a timely manner as defined on a project basis.
- CPH shall conduct a final observation / punch out of the project at near completion and provide a punch list of work to be corrected or completed for compliance with the construction documents.

## **2.0 COMPENSATION**

Services under Basic Services will be provided on an hourly or a fixed fee basis in accordance with the table below:

<b>Task #</b>	<b>Task Name</b>	<b>Fee Type</b>	<b>Fee</b>
<b>LAND-0100</b>	<b>Due Diligence</b>	<b>Lump Sum</b>	<b>\$4,060.00</b>
LAND-0101	Kickoff & Site Visit	Lump Sum	\$4,060.00
<b>LAND-0200</b>	<b>Conceptual Design (Basis for Design -10%)</b>	<b>Lump Sum</b>	<b>\$12,220.00</b>
<b>LAND-0300</b>	<b>Preliminary Design</b>	<b>Lump Sum</b>	<b>\$13,920.00</b>
LAND-0301	Schematic Design (30%)	Lump Sum	\$6,200.00
LAND-0302	Design Development (60%)	Lump Sum	\$7,720.00
<b>LAND-0500</b>	<b>Construction Documents</b>	<b>Lump Sum</b>	<b>\$19,970.00</b>
LAND-0501	Final Landscape Plan	Lump Sum	\$6,720.00
LAND-0502	Irrigation Plan	Lump Sum	\$3,250
LAND-0503	Final Hardscape Plan	Lump Sum	\$10,000.00
<b>LAND-0600</b>	<b>Permitting</b>	<b>Lump Sum</b>	<b>\$7,740.00</b>
	Landscape Plan Permitting	Lump Sum	\$7,740.00
<b>LAND-0700</b>	<b>Construction Services</b>	<b>Lump Sum</b>	<b>\$6,420.00</b>
	Construction Observation	Lump Sum	\$6,420.00



<b>LANDSCAPE SCOPE TOTAL</b>	<b>\$64,330.00</b>
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### **3.0 SCOPE OF WORK CLARIFICATIONS**

The Landscape scope of work shall be as indicated within this exhibit. Additional scope of work in any category will be reviewed on a case by case basis and may be cause for additional services billed at the Hourly Billing Rate included as a part of this proposal or as an approved negotiated lump sum.

For all site visits and meetings, travel within 100 miles round-trip from the originating CPH office shall be included in the fees provided. Travel beyond 100 miles round-trip shall be expensed as a reimbursable cost.

**Any work not specifically indicated in this proposal is excluded including but not limited to the following:**

- More than 1 RAI per government agency
- CLIENT requested or any other changes to the site plan originally provided to the Landscape Architect for fee proposal.
- Color Perspectives or Plan Renderings (can be included as add service)
- Tree Survey/evaluation (by others)
- Any major deviation from the approved preliminary landscape plan will be completed as an additional service.
- As-Built Drawings
- Book specifications – notes to be included on plans.

**ATTACHMENT G**  
Rhodes & Brito Architects –  
Proposal for Architectural Support and Guidance Services

## **EXHIBIT G - LANDSCAPE ARCHITECTURE SCOPE OF SERVICES**

### **1.0 BASIC SERVICES**

#### **LAND-0100 – Due Diligence**

##### **LAND-0101 – Kickoff & Site Visit**

CPH proposes to perform the following limited due diligence scope:

- CPH will participate in one (1) kick off meeting or conference call with the CLIENT to review the overall development and project goals.
- CPH will conduct one (1) site visit.

#### **LAND-0200 – Conceptual Design**

##### **Conceptual Landscape Plan (10% Basis for Design)**

- Based upon the data gathered during the Limited Site Check Study and Meeting with Town of Eatonville and utilizing the site survey/concept plan provided by CLIENT, CPH shall prepare up to 3 (three) Conceptual Plans. Conceptual Landscape/Hardscape Plan shall be general in nature, identifying shade tree, shrub and groundcover locations and hardscape elements. Once client has chosen a concept CPH will finalize the concept plan incorporating one round of comments from client.
- Public Meetings/Hearings. CPH Landscape Architecture team will be available to conduct up to one community meeting and to attend and present the concept plans at one public hearing.

#### **LAND-0300 – Preliminary Design**

##### **LAND-0301 – Schematic Design (30%)**

- CPH landscape architects will prepare a tree protection and mitigation plan in accordance with Local Codes and Ordinances based on a tree survey and supporting tree inventory data provided by surveyor.
- The plan will show trees to remain or be relocated, and trees to be removed.
- CPH will develop Schematic Design plan based upon the selected concept to include preliminary layout of main program elements, hardscape features, furnishings and preliminary planting plan.

##### **LAND-0302 – Design Development (60%)**

- Pursuant to the completion of the Tree Protection and Mitigation Plan and approval of the schematic plan, CPH will prepare a code minimum landscape plan for buffers, parking lot and required open space, which will include limited foundation plantings surrounding the buildings.
- The landscape plan will be designed in compliance with CLIENT's design criteria and Local Jurisdiction minimum Landscape Code requirements.
- The plan will be drawn to scale over the base provided by the Project Engineer and will indicate design intent, but not be at the construction document level.
- Plant species and specifications will be identified but not plant quantities.
- CPH will prepare preliminary hardscape drawings for the project site based upon approved site plan by the CLIENT.
- The plan will include the proposed placement and selection of site furnishings such as benches, drinking fountains, trash receptacles, bike racks, pergolas, pavilions, arbors, trellises. The preliminary hardscape plans also include the location and general schematic design of other specialty design elements such as seat walls, low retaining walls (3 feet in height or less) decorative pavers/paving and decorative water features/fountains.
- The preliminary hardscape drawings will include preparation of preliminary construction details or product cut sheets for product option selection by the client.

## **LAND-0500 – Construction Documents (90-100%)**

### **LAND-0501 – Final Landscape Plan**

- Following CLIENT's approval of the Preliminary Landscape Plan, and authorization to proceed, CPH will prepare a Final Landscape Plan that will be a refined drawing of the preliminary landscape plan that is responsive to review comments from the CLIENT.
- This drawing will be a construction document and include a plant list with plant species, quantity and specifications, planting details and general notes regarding implementation requirements.

### **LAND-0502 – Irrigation Plan**

- Following CLIENT's approval of the Final Landscape Plan, CPH will prepare an irrigation plan for an automatic irrigation system that responds to the requirements of the landscape design, CLIENT's design criteria and Local Jurisdiction's minimum requirements.
- This drawing will be a construction document and include a materials list, watering schedule, irrigation details and general notes regarding implementation requirements.

### **LAND-0503 – Final Hardscape Plan**

- CPH will prepare final hardscape drawings for the project site upon CLIENT's approval of the preliminary hardscape drawings and authorization to proceed.
- This will include the selection and detailing of site furnishings such as benches, drinking fountains, trash receptacles, bike racks, pergolas, pavilions, arbors, trellises. The final hardscape plans also include the design and detailing of other specialty elements such as seat walls, low retaining walls (3 feet in height or less) decorative pavers/paving and decorative water features/fountains.
- The construction hardscape drawings will include preparation of implementation notes and specifications on the drawings.
- Footers or foundations for vertical elements are to be prepared by CLIENT's structural engineer unless said scope is included in this Agreement.

## **LAND-0600 – Permitting**

### **Landscape Plan Permitting**

The following applications and approval process are assumed to be required and included in the scope of this contract. CPH will prepare submittal applications and support data for the following actions/permits:

- Town of Eatonville Building/Site Permit

Unless specifically noted in this contract, no Master Land Use Plan, Conceptual Development Plan, Land Use Change, Rezoning, conditional use, special exception, dedication, development agreement, special approval or other variances/deviations are included in this task. If a Master Land Use Plan, Conceptual Development Plan, special exception, Land Use Change, Rezoning, conditional use, dedication, development agreement, special approval or other variances/deviations are necessary, an amendment to the contract and additional fee will be required.

Scope assumes one (1) submittal of applications and supporting documents, and one (1) response to agency comments. CPH will coordinate the processing of the applications through the listed regulatory agencies including attendance at a limited number of meetings. This scope includes:

- One (1) meeting or conference call with Town of Eatonville staff for review of comments

If additional permits, meetings or hearings are required or other agencies are identified as having jurisdiction beyond those listed above, they will be deemed as an additional service and an amendment to the contract will be required.

Any modifications to the plans requested by the Regulatory Agencies required to comply with code that have not been discussed previously with CLIENT, will be addressed by CPH as part of these

services. Any modifications requested that are not code issues or are code issues that CLIENT was aware of will be addressed as an additional service.

Fee does not include reviewing, preparing, negotiating or submitting other documents or exhibits including, but not limited to, impact fees, opinions of probable cost, lease, purchase agreement, private development agreement, dedications, and Easements, Covenants, and Restrictions. These services will be provided for an additional fee if requested.

## **LAND-0700 – Construction Services**

### **Construction Observation**

CPH Landscape Architects will provide Limited construction support services to the CLIENT throughout the duration of the project construction period. For the purposes of this scope of work, the construction duration shall be 5 months (20 weeks). The construction support scope of work shall include the following:

- CPH shall review and respond to up to 5 (five) Requests for Information (RFI's) from the general contractor. Responses shall be provided within a timely manner as defined on a project basis. RFI's that are due to insufficient or unclear information in the construction documents will not count towards the number of RFI's.
- CPH shall review up to 5 (five) product submittals and/or shop drawings for conformance with the design intent of the Construction Documents. Responses shall be provided within a timely manner as defined on a project basis.
- CPH shall conduct a final observation / punch out of the project at near completion and provide a punch list of work to be corrected or completed for compliance with the construction documents.

## **2.0 COMPENSATION**

Services under Basic Services will be provided on an hourly or a fixed fee basis in accordance with the table below:

<b>Task #</b>	<b>Task Name</b>	<b>Fee Type</b>	<b>Fee</b>
<b>LAND-0100</b>	<b>Due Diligence</b>	<b>Lump Sum</b>	<b>\$4,060.00</b>
LAND-0101	Kickoff & Site Visit	Lump Sum	\$4,060.00
<b>LAND-0200</b>	<b>Conceptual Design (Basis for Design -10%)</b>	<b>Lump Sum</b>	<b>\$12,220.00</b>
<b>LAND-0300</b>	<b>Preliminary Design</b>	<b>Lump Sum</b>	<b>\$13,920.00</b>
LAND-0301	Schematic Design (30%)	Lump Sum	\$6,200.00
LAND-0302	Design Development (60%)	Lump Sum	\$7,720.00
<b>LAND-0500</b>	<b>Construction Documents</b>	<b>Lump Sum</b>	<b>\$19,970.00</b>
LAND-0501	Final Landscape Plan	Lump Sum	\$6,720.00
LAND-0502	Irrigation Plan	Lump Sum	\$3,250
LAND-0503	Final Hardscape Plan	Lump Sum	\$10,000.00
<b>LAND-0600</b>	<b>Permitting</b>	<b>Lump Sum</b>	<b>\$7,740.00</b>
	Landscape Plan Permitting	Lump Sum	\$7,740.00
<b>LAND-0700</b>	<b>Construction Services</b>	<b>Lump Sum</b>	<b>\$6,420.00</b>
	Construction Observation	Lump Sum	\$6,420.00

<b>LANDSCAPE SCOPE TOTAL</b>	<b>\$64,330.00</b>
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### **3.0 SCOPE OF WORK CLARIFICATIONS**

The Landscape scope of work shall be as indicated within this exhibit. Additional scope of work in any category will be reviewed on a case by case basis and may be cause for additional services billed at the Hourly Billing Rate included as a part of this proposal or as an approved negotiated lump sum.

For all site visits and meetings, travel within 100 miles round-trip from the originating CPH office shall be included in the fees provided. Travel beyond 100 miles round-trip shall be expensed as a reimbursable cost.

**Any work not specifically indicated in this proposal is excluded including but not limited to the following:**

- More than 1 RAI per government agency
- CLIENT requested or any other changes to the site plan originally provided to the Landscape Architect for fee proposal.
- Color Perspectives or Plan Renderings (can be included as add service)
- Tree Survey/evaluation (by others)
- Any major deviation from the approved preliminary landscape plan will be completed as an additional service.
- As-Built Drawings
- Book specifications – notes to be included on plans.

## **EXHIBIT B**

### **Task and Fee Estimate**

	A	B	C	Z	AA	AF	AG
	TASK		DESCRIPTION	TOTAL HOURS	LABOR	Subs / Support / Markup / Expenses	TOTAL
1							
2	Hourly Rate (\$) per November 1, 2024			68%		32%	100%
3							
4	1	Project Setup, Kick-Off Meeting, & Due Diligence Support Services					
5		1.01	Set-up project and prepare a Project Work Plan with tentative schedule.	27	\$ 7,334	\$ 400	\$ 7,734
6		1.02	Prepare for and Conduct a Kick-Off Meeting with the TOWN to identify roles, set a tentative schedule, review TOWN requirements, and request available data.	41	\$ 10,374	\$ 600	\$ 10,974
7		1.03	Subcontract Electrical Design Associates (EDA), an M/WBE firm, to provide Electrical and Instrumentation plans as well as the associated technical specifications (Refer to <b>Attachment A</b> for definition of actual services to be performed)	9	\$ 2,290	\$ 7,700	\$ 9,990
8		1.04	Coordinate and conduct Preliminary Ecological Assessment and Wetland Delineation (Refer to <b>Attachment B</b> for definition of actual services to be performed).	11	\$ 2,700	\$ 9,675	\$ 12,375
9		1.05	Coordinate and conduct Topographic and Boundary Survey (Refer to <b>Attachment C</b> for definition of actual services to be performed).	11	\$ 2,700	\$ 24,980	\$ 27,680
10		1.06	Subcontract ECHO Utility Engineering & Survey, Inc., an M/WBE firm, to provide Subsurface Utility Location on the proposed Lake Bell WTP site (Refer to <b>Attachment D</b> for definition of actual services to be performed).	11	\$ 2,700	\$ 10,310	\$ 13,010
11		1.07	Subcontract NADIC Engineering Services, Inc., an M/WBE firm, to perform geotechnical exploration at the proposed Lake Bell WTP location (Refer to <b>Attachment E</b> for definition of actual services to be performed).	9	\$ 2,290	\$ 39,362	\$ 41,652
12		1.08	Coordinate and conduct Landscaping and Irrigation Design Services (Refer to <b>Attachment F</b> for definition of actual services to be performed).	15	\$ 3,712	\$ 70,830	\$ 74,542
13		1.09	Subcontract Rhodes & Brito an M/WBE firm, to perform Conceptual Architectural Services (Refer to <b>Attachment G</b> for definition of actual services to be performed).	15	\$ 3,712	\$ 44,000	\$ 47,712
14	Subtotal - Project Setup, Kick-Off Meeting, & Due Diligence Support Services			149	\$ 37,812	\$ 207,857	\$ 245,669
15							23%
16	2	Project Definition Workshop (10% Conceptual Design)					
17		2.01	Prepare for and conduct a Project Definition Workshop with TOWN Staff (administration, engineering, operations, and maintenance) and CBDG-MIT Program Manager.	64	\$ 17,004	\$ -	\$ 17,004
18		2.02	Prepare 10% Project Definition Conceptual Design Technical Memorandum (Operations Building Floor Plan, Site Plan Layout and Yard Piping) based on Project Definition Workshop for TOWN and CBDG-MIT Program Manager review and comment	196	\$ 43,540	\$ 2,200	\$ 45,740
19		2.03	Prepare Class 4 Conceptual Cost Estimate (40% Contingency).	50	\$ 12,134	\$ -	\$ 12,134
20		2.04	Prepare for and conduct 10% Project Definition Conceptual Design Technical Memorandum Meeting with TOWN staff and CBDG-MIT Program Manager to review comments.	32	\$ 9,112	\$ 500	\$ 9,612
21	Subtotal - Project Definition Workshop (10% Conceptual Design)			342	\$ 81,790	\$ 2,700	\$ 84,490
22							8%
23	3	Preliminary Basis of Design Report (30% Preliminary Design)					
24		3.01	Conduct site visit and evaluate existing information to identify proposed location of new structures.	22	\$ 5,914	\$ 300	\$ 6,214
25		3.02	Electrical sub-consultant will be responsible to coordinate with Duke Energy (Duke) to provide a transformer power supply feed to the proposed Lake Bell WTP location.	10	\$ 2,740	\$ 200	\$ 2,940
26		3.03	Prepare DRAFT Basis of Design Report (BODR) with a summary of key design parameters for TOWN and CBDG-MIT Program Manager review and comment.	256	\$ 61,494	\$ -	\$ 61,494
27		3.04	Prepare 30% Proposed Site Plan Layout, Major Elevations, and Operations Building Design Drawings for use in permitting.	148	\$ 30,868	\$ 1,600	\$ 32,468
28		3.05	Prepare Class 3 Budget Authorization Construction Cost Estimate (30% Contingency).	52	\$ 13,124	\$ -	\$ 13,124
29		3.06	Prepare for and conduct 30% BODR submittal Review Meeting with TOWN and CBDG-MIT Program Manager.	34	\$ 9,782	\$ 500	\$ 10,282
30		3.07	Prepare FINAL BODR based upon TOWN and CBDG-MIT Program Manager review comments.	92	\$ 21,394	\$ -	\$ 21,394
31		3.08	Conduct QA/QC review of deliverables.	76	\$ 21,180	\$ -	\$ 21,180
32	Subtotal - Preliminary Basis of Design Report (30% Preliminary Design)			690	\$ 166,496	\$ 2,600	\$ 169,096
33							16%
34	4	Project Design Documents (60% Submittal)					
35		4.01	Prepare 60% Site Plan Layout, Major Elevations and Operations Building Design Drawings for TOWN and CBDG-MIT Program Manager review and comment based upon TOWN approved BODR.	324	\$ 72,280	\$ 41,100	\$ 113,380
36		4.02	Prepare 60% Technical Specifications	146	\$ 35,720	\$ 1,800	\$ 37,520
37		4.03	Prepare Class 2 Budget Control Construction Cost Estimate (20% Contingency)	38	\$ 9,904	\$ -	\$ 9,904
38		4.04	Conduct 60% submittal Review Meeting with TOWN and CBDG-MIT Program Manager.	38	\$ 10,294	\$ -	\$ 10,294
39		4.05	Conduct QA/QC review of construction documents.	76	\$ 21,180	\$ -	\$ 21,180
40	Subtotal - Project Design Documents (60% Submittal)			622	\$ 149,378	\$ 42,900	\$ 192,278
41							18%
42	5	Project Design Documents (90% Submittal)					
43		5.01	Prepare 90% Site Plan Layout, Major Elevations, and Operations Building Design Drawings for TOWN and Town's CBDG-MIT Program Manager review and comment.	318	\$ 70,830	\$ 41,000	\$ 111,830
44		5.02	Prepare 90% Technical Specifications and Bid Form	98	\$ 23,440	\$ 1,200	\$ 24,640
45		5.03	Update Class 2 Budget Control Construction Cost Estimate (20% Contingency)	38	\$ 9,904	\$ -	\$ 9,904
46		5.04	Conduct 90% submittal Review Meeting with TOWN and CBDG-MIT Program Manager.	34	\$ 9,734	\$ -	\$ 9,734
47		5.05	Conduct QA/QC review of construction documents.	76	\$ 21,180	\$ -	\$ 21,180
48	Subtotal - Project Design Documents (90% Submittal)			564	\$ 135,088	\$ 42,200	\$ 177,288
49							17%
50	6	Project Design Development Stage (100% Submittal)					



	A	B	C	Z	AA	AF	AG
1	TASK		DESCRIPTION	TOTAL HOURS	LABOR	Subs / Support / Markup / Expenses	TOTAL
51		6.01	Prepare 100% Site Plan Layout, Major Elevations, and Operations Building Design Drawings for use in bidding per DEO review comments.	190	\$ 42,540	\$ 39,600	\$ 82,140
52		6.02	Prepare 100% Technical Specifications and Bid Form per DEO review comments	61	\$ 14,954	\$ 800	\$ 15,754
53		6.03	Prepare Class1 Bid Construction Cost Estimate (10% Contingency)	39	\$ 10,214	\$ -	\$ 10,214
54		6.04	Conduct 100% submittal Review Meeting with TOWN to coordinate bidding services.	34	\$ 9,734	\$ -	\$ 9,734
55		6.05	Conduct QA/QC review of construction documents.	76	\$ 21,180	\$ -	\$ 21,180
56	Subtotal - Project Design Development Stage (100% Submittal)			400	\$ 98,622	\$ 40,400	\$ 139,022
57							13%
58	7	Permitting Assistance					
59		7.01	Conduct permit inquiry with Florida Department of Environmental Protection (FDEP) to submit permit to Construct Public Water System (PWS) components. Respond to up to one (1) request for additional information (RAI) from review/regulatory agency. Permit fee to be paid by TOWN.	34	\$ 8,260	\$ -	\$ 8,260
60		7.02	Conduct permit inquiry with St. Johns River Water Management District (SJRWMD) to submit a minor permit modification to modify existing wells. Respond to up to one (1) request for additional information (RAI) from review/regulatory agency. Permit fee to be paid by TOWN.	18	\$ 4,340	\$ -	\$ 4,340
61		7.03	Conduct permit inquiry with FDEP to submit a Stormwater General Environmental Resource Permit (ERP). Respond to up to one (1) request for additional information (RAI) from review/regulatory agency. Permit fee to be paid by TOWN.	24	\$ 5,960	\$ -	\$ 5,960
62		7.04	Conduct permit inquiry and submit signed and sealed plans for TOWN Planning and Zoning permit review. Permit submittal will use 60% drawings. Assumes no Plan review fee for TOWN Planning Department.	14	\$ 3,320	\$ -	\$ 3,320
63		7.05	Conduct permit inquiry with Orange County to identify coordination to install new diesel storage tank and generator. Permit fee to be paid by TOWN.	14	\$ 3,520	\$ -	\$ 3,520
64		7.06	Conduct Building Permit inquiry with TOWN Building Department. Inquiry conducted will use 60% drawings. Assumes no Building Permit review fee for TOWN Building Department.	50	\$ 10,420	\$ -	\$ 10,420
65	Subtotal - Permitting Assistance			154	\$ 35,820	\$ -	\$ 35,820
66							3%
67	8	Bidding Assistance					
68		8.01	Prepare Bid Documents for the TOWN.	12	\$ 2,980	\$ -	\$ 2,980
69		8.02	Prepare for, coordinate, and attend a pre-bid conference for the project	8	\$ 2,300	\$ 200	\$ 2,500
70		8.03	Prepare answers to questions by bidders and suppliers for up to one (1) addendum. Additional addendums will be under a separate work authorization.	8	\$ 2,120	\$ 5,000	\$ 7,120
71		8.04	Attend the bid opening and Town Commission meeting where the contract is awarded	8	\$ 2,300	\$ 200	\$ 2,500
72		8.05	Tabulate bids, review agreement bonds, insurance certifications, construction schedules and other portions of the contract, and conduct refence checks on three (3) apparent lower bidders.	12	\$ 2,150	\$ -	\$ 2,150
73		8.06	Prepare conformed documents for contractor use during the construction phase of the Project.	36	\$ 7,880	\$ -	\$ 7,880
74		8.07	Prepare for and attend the pre-construction meeting.	16	\$ 4,220	\$ -	\$ 4,220
75	Subtotal - Bidding Assistance			100	\$ 23,950	\$ 5,400	\$ 29,350
76							3%
77	9	Construction Administration					
86	Subtotal - Construction Administration			-	\$ -	\$ -	\$ -
87							0%
94							0%
95	TOTAL			3,019	728,956	344,057	1,073,013
96	CPH Labor fees \$ 728,956 \$ -						
97	100%						

## **EXHIBIT C**

### **Revised Indemnification**

**INDEMNIFICATION  
(CERTIFICATION SUBMITTAL FOUR)**

caused by the

To the fullest extent permitted by laws and regulations, and in consideration of the amount stated on any Purchase Order, the Architect or Engineer shall ~~defend~~, indemnify, and hold harmless the Town, its officers, directors, ~~agents, guests, invitees,~~ and employees from and against all liabilities, damages, losses, and costs, direct, indirect, or consequential (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals and court and arbitration costs) to the extent ~~arising out of or resulting from any acts of~~ negligence, recklessness or intentional wrongful misconduct in the performance of the work by the Architect or Engineer, any Subcontractor, or any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable.

In any and all claims against the Town, or any of its officers, directors, agents, or employees by any employee of the Architect or Engineer, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Architect or Engineer or any Subcontractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts, nor shall this indemnification obligation be limited in any way by any limitation on the amount or type of insurance coverage provided by the Town, the Architect or Engineer, or any of his Subcontractors. To the extent this Indemnification conflicts with any provision of Florida Law or Statute, this indemnification shall be deemed to be amended in such manner as to be consistent with such Law or Statute.

Subrogation: The Architect or Engineer and his Subcontractors agree by entering into this contract to a Waiver of Subrogation for each required policy herein. When required by the insurer or should a policy condition not permit Architect or Engineer or Subcontractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Architect or Engineer or Subcontractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Architect or Engineer or Subcontractor enter into such an agreement on a pre-loss basis.

Release of Liability: Acceptance of the Architect or Engineer of the last payment shall be a release to the Town and every officer and agent thereof, from all claims and liability hereunder for anything done or furnished for, or relating to the work, or for any act or neglect of the Town or of any person relating to or affecting the work.

Savings Clause: The parties agree that to the extent the written terms of this Indemnification conflict with any provisions of Florida laws or statutes, in particular Sections 725.06 and 725.08 of the Florida Statutes, the written terms of this indemnification shall be deemed by any court of competent jurisdiction to be modified in such a manner as to be in full and complete compliance with all such laws or statutes and to contain such limiting conditions, or limitations of liability, or to not contain any

unenforceable, or prohibited term or terms, such that this Indemnification shall be enforceable in accordance with and to the greatest extent permitted by Florida Law.

BY: Scott A. Breitenstein, P.E. | Division Manager - Treatment Facilities  
Signature of Owner or Officer

DATE: August 2, 2024 ATTEST: \_\_\_\_\_  
Corporate Secretary or Witness

407.425.0452  
Organization Phone Number

STATE OF: Florida

COUNTY OF: Orange

The foregoing instrument was acknowledged before me this 2nd day August of  
20 24 by Scott A. Breitenstein, P.E. | Division Manager - Treatment Facilities, of  
CPH Consulting, LLC (Company Name).

He/She is personally known to me or has produced \_\_\_\_\_  
as identification, and did \_\_\_\_/did not \_\_\_\_ take an oath.

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Printed Name of Notary (Seal)

My Commission Expires: \_\_\_\_\_