

6/19/2024



Mayor Julie Wilkins
City of LaBelle, FL
481 West Hickpochee Ave.
LaBelle, FL 33935

RE: Citrus Street Wastewater Treatment Plant Upgrades
LaBelle, FL

Dear Mayor Wilkins:

Woodard & Curran, Inc. is pleased to present this proposal to provide engineering services for the Citrus Street Wastewater Treatment Plant Upgrades. This proposal between Woodard & Curran, Inc. (W&C) and the City of LaBelle, Florida (City) shall be completed in accordance with the Scope of Work, Compensation, Schedule, and Terms and Conditions, as defined herein.

BACKGROUND

W&C will provide bidding and construction administration services for the design of emergency upgrades at the Citrus Street Wastewater Treatment Plant (WWTP) located at 370 Citrus Street, LaBelle, FL 33935. The objective of this project is to alleviate operational difficulties that were identified during the site visit by the Engineer on July 5, 2022.

The City has obtained \$3.7 million dollars in funding for this project.

SCOPE OF SERVICES

The scope of work consists of tasks grouped into three phases:

- 1.0 Bidding
- 2.0 Construction Administration
- 3.0 Construction Observation
- 4.0 SCADA Implementation
- 5.0 Funding Support

Phase 1.0: Bidding

This project will be publicly bid on per State of Florida statutory requirements. Bidding will be administered electronically. Anticipated tasks include the following:

1. Assist the City with project advertising in the local newspaper.
2. Conduct bidding using the City's website or W&C's electronic bidding platform.



3. Printing and distribution up to three (3) sets of contract documents for the City's use.
4. Attend one (1) pre-bid conference.
5. Attend one (1) general bid opening.
6. Prepare up to two (2) addenda in response to questions during the bid phase.
7. Tabulate, check, and review bids. Solicit references for apparent low bidder.
8. Make recommendation to the City regarding award, presenting the results of the bid review.
9. Prepare Notice of Intent to Award.
10. Prepare Notice of Award.
11. Prepare draft agreement between the City and successful bidder for review by the City.
12. Update the Drawings and Specifications and Issue Conformed Set for Construction. Includes printing and distribution of up to three (3) sets of Conformed documents for the City's use.

Phase 2.0: Construction Administration

The construction phase services are sub-divided into the following tasks:

1. General Supervision: During the construction phase the following engineering services will be provided:
 - a. Consult with the City and act as City's representative as provided in the Standard General Conditions of the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of W&C as assigned in said General Conditions shall not be modified, except as W&C and the City may otherwise agree in writing. All of the City's instructions to the Contractor will be issued through W&C, who shall have authority to act on behalf of the City in dealings with the Contractor to the extent provided in this Agreement and said General Conditions except as otherwise provided in writing.
2. Participate in one (1) pre-construction conference prior to commencement of Work at the Site.
3. Participate in monthly construction meetings, as necessary.
4. In connection with observation of Contractor's work while it is in progress:
 - a. Make specialty engineering visits to the site at intervals appropriate to the various stages of construction, as W&C deems necessary, in order to observe as an experienced and qualified design professional the progress and quality of the Work. These visits are in addition to the construction observation provided under Phase 3.0. Such visits and observations by W&C are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress or to involve detailed inspections of Contractor's work in progress beyond the responsibilities specifically assigned to W&C in this Agreement and the Contract Documents, but rather are



to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on W&C's exercise of professional judgment. Based on information obtained during such visits and such observations, W&C will determine in general if Contractor's work is proceeding in accordance with the Contract Documents and shall keep the City informed of the progress of the Work. W&C shall certify to the City, and to the Department of Environmental Protection at the completion of the project that the implementation of the project is in general accordance with the Contract Documents.

- b. The purpose of W&C's visits to the Site will be to enable W&C to better carry out the duties and responsibilities assigned to and undertaken by W&C during the Construction Phase, and, in addition, by the exercise of W&C's efforts as an experienced and qualified design professional, to provide for the City a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. W&C shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall W&C have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, or for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, W&C neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.
5. Recommend to the City that Contractor's work be disapproved and rejected while it is in progress, if on the basis of such observations, W&C believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
6. Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. W&C may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.
7. Recommend Change Orders and Work Change Directives to the City, as appropriate, and prepare Change Orders and Work Change Directives as required.
8. Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Maintain a detailed log of all necessary submittals and submit the status of such log to the Client and the RPR at regularly scheduled job site meetings. Such reviews and approvals or other action will not extend to means,



methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Shop drawing review and approval shall be done in a timely manner so not to interfere with the contractor's ability to maintain the construction schedule.

9. Evaluate and determine the acceptability of substitute or "or equal" materials and equipment proposed by Contractor.
10. Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. W&C's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. W&C shall be entitled to rely on the results of such tests.
11. Render formal written decisions on all claims of the City and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of Contractor's work. In rendering such decisions, W&C shall be fair and not show partiality to the City or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
12. Based on W&C's observations as an experienced and qualified design professional and on review of Applications for Payment and the accompanying supporting documentation:
 - a. Determine the amounts that W&C recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute W&C's representation to the City, based on such observations and review, that, to the best of W&C's knowledge, information and belief, Contractor's work has progressed to the point indicated, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is W&C's responsibility to observe Contractor's work. In the case of unit price work, W&C's recommendations of payment will include final determinations of quantities and classifications of Contractor's work (subject to any subsequent adjustments allowed by the Contract Documents). The responsibilities of W&C are expressly subject to the limitations set forth in this agreement and other express or general limitations in this Agreement and elsewhere.
 - b. By recommending any payment W&C shall not thereby be deemed to have represented that on-site observations made by W&C to check the quality or quantity of Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of the work in progress, or involved detailed



inspections of the work beyond the responsibilities specifically assigned to W&C in this Agreement and the Contract Documents. Neither W&C's review of Contractor's work for the purposes of recommending payments nor W&C's recommendation of any payment including final payment will impose on W&C responsibility to supervise, direct or control Contractor's work in progress or for the means, methods, techniques, sequences or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the work. It will also not impose responsibility on W&C to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the work in progress, materials or equipment has passed to the City free and clear of any liens, claims, security interests or encumbrances, or that there may not be other matters at issue between the City and Contractor that might affect the amount that should be paid.

13. Contractor's Completion Documents: Receive and review maintenance and operating instruction, schedules, and guarantees.
 - a. Receive bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples, and other data approved as provided under paragraph 1.1.8, and the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such W&C's review will be limited as provided herein.
 - b. W&C shall transmit all Contractor completion documents to the City.
14. Following notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Client and Contractor, conduct an inspection to determine if the Work is Substantially Complete. If after considering any objections of Client, W&C considers the work Substantially Complete, W&C shall deliver a certificate of Substantial Completion to the City and Contractor for execution.
15. W&C shall conduct a final inspection to determine if the completed work of Contractor is acceptable so that W&C may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, W&C shall provide notice that the Work is acceptable to the best of the W&C's knowledge, information and belief and based on the extent of the services provided by W&C under this Agreement.
16. Start Up and Testing Services: W&C will be on-site during start-up operation to:
 - a. Monitor equipment performance testing by vendor's representatives.
 - b. Monitor compliance with the Contract Documents.
 - c. Assist the City's personnel with start-up training.
 - d. Assist in troubleshooting equipment start-up issues.
 - e. Follow-up project performance and the City's satisfaction.



Phase 3.0: Construction Observation

1. During construction, the following services will be provided:
 - a. The City will act as the Resident Project Representative (RPR) for the Project. To support the City's RPR, W&C shall provide up to **180** hours of construction observation of the Contractor's work, spanned amongst key milestones throughout the course of construction. If additional construction observation is requested, an Amendment to this agreement will be submitted. The furnishing of such RPR's services will not extend W&C's responsibilities or authority beyond the specific limits set forth elsewhere in this Agreement.

Phase 4.0: SCADA Implementation

W&C will provide SCADA Implementation as follows:

1. Implement the Supervisory Control and Data Acquisition (SCADA) System. Specific duties will include:
 - a. Implementing SCADA system i.e., software installation, screen development, ensuring communication between components.
 - b. In-house programming for SCADA, MCC, and MCP, as applicable.
 - c. Providing system start up and training of the City's staff.
2. Develop a detailed Sequence of Operation for process control. The Sequence of Operation will be submitted for the City's approval prior to PLC programming.
3. Provide PLC programming necessary to ensure operation of the control system. (Electrical contractor will provide all PLCs, control panels, wiring and terminations.)
4. Provide operator interface programming using the appropriate software. A set of preliminary screen layouts will be submitted for the City's approval prior to full screen development.
5. W&C will be responsible for proper operation of SCADA and PLC software within the SCADA workgroup computer and PLC equipment.
6. Provide for up to 40 hours of startup assistance. The time is based upon past experience, I/O count, and that all field wiring is completed and tested prior to day 1. Startup assistance will include I/O checkout, loop tuning, system debug and SCADA commissioning.
7. Supply Operation and Maintenance manuals as they relate to the SCADA implementation scope of work in both hardcopy and digital format. . Included in these manuals will be the following:
 - a. System Overview
 - b. Operating Instructions
 - c. Sequence of Operation
 - d. Alarm List



- e. I/O List
 - f. PLC Program Listing
 - g. PLC Program Database and Cross Referencing
 - h. System Drawings (8.5"x11") or (11"x17")
 - i. Operator Interface Documentation
 - j. Troubleshooting Guidelines
 - k. Recommended Spare Parts List.
 - l. Equipment Cut Sheets
 - m. System Disks Containing
 - n. PLC Program & Documentation (AB format)
 - o. Operator Interface files
 - p. O&M Manual files (MS Word format)
 - q. Drawings of MCP Panel (AutoCAD DWG format)
8. Provide up to 1 day of SCADA training to Client. This training will be provided for operators and maintenance staff. This training will be conducted after startup.

Phase 5.0: Funding Support

W&C will provide funding support services for the project during the bidding and construction phases of the project:

- a. Coordination between FDEP and the City during the bidding and construction phases of the project.
- b. Complete and file Request for Inclusion for Construction, Design Agreement, Monitoring Reports, Disbursement Forms for Engineering Design Services, and Construction Request for Inclusion.
- c. Attend FDEP meetings and hearings related to this project.
- d. Prepare and Review Finance Plans, Schedules, and Pledged Revenues.
- e. Attend Update Meetings with the City.
- f. Identify pledge revenue/s to be applied to repaying construction loan.
- g. Complete Capital Financing Plan for Construction.
- h. Draft Funding Schedule.
- i. Assist in processing funds via electronic fund transfer (disbursement request) for Design Phase.
- j. Provide project status, updates and monitoring to W&C, City Staff and the FDEP.
- k. Assist in the draft schedule for implementing the recommended facilities.



- l. Complete the following, as appropriate: Construction Loan Application and Processing, Construction Loan Resolution for Adoption by Council, Legal Opinion for Approval, FFATA Forms, and EPA Forms)
- m. Draft and file the funding agreement between the City and the FDEP for Construction

SCHEDULE

Our estimated schedule based on receipt of a signed agreement on or before July 1, 2024 is as follows:

Phase	Start Date	Completion Date
Client Approval/Initiate Design	July 1, 2024	July 1, 2024
Phase 1.0: Bidding Services	July 2024	September 2024
Phase 2.0: Construction Administration	October 2024	March 2026
Phase 3.0: Construction Observation	October 2024	October 2025
Phase 4.0: SCADA Implementation	May 2025	October 2025
Phase 5.0: Funding Support	October, 2024	March 2026

If execution of the agreement is delayed, W&C reserves the right to extend the schedule based on the phase durations presented above.

The schedule is dependent on bidding and contract award timelines and may need to be adjusted accordingly with the mutual agreement of W&C and the City.

ASSUMPTIONS AND UNDERSTANDINGS

The following assumptions and understandings apply to the scope of work, schedule, and budget described herein.

We are aware that the WWTF does not consistently achieve compliance with its discharge permit, and additional improvements beyond those included in this project are likely required to resolve the issues. We recommend that the City conduct a Comprehensive Plant Evaluation to identify the causes of noncompliance and develop recommendations to achieve consistent compliance.

- Material testing is the responsibility of the contractor and excluded from this scope of work.
- The construction contractor will be responsible for providing red-line as-builts for this project. Incorporating the redline as-builts into an updated set of record drawings is excluded from this project since the plant is anticipated to be repurposed in the future and reconfigured to be a master pump station. Record drawings can be provided as part of a future contract amendment.
- Operations & Maintenance manuals for each piece of new equipment will be provided to the plant staff at the end of the project. Updating the plant’s overall Operation & Maintenance manual is currently excluded from the project.



- Post-construction services is currently excluded from the project. Further engineering services after final completion of the project can be provided as part of a future contract amendment.

BUDGET

Compensation for the Engineering Services described herein will be based upon the following budgets that are not to be exceeded without prior written authorizations. The budget for each phase of service is as follows:

Description of Work	Budget	Billing Method
Phase 1.0: Bidding	\$35,000.00	Lump Sum
Phase 2.0: Construction Administration	\$222,500.00	Lump Sum
Phase 3.0: Construction Observation	\$36,000.00	Time & Materials
Phase 4.0: SCADA Implementation	\$30,000.00	Time & Materials
Phase 5.0: Funding Support	\$24,000.00	Lump Sum
Total Fee	\$347,500.00	

Phases 1, 2 and 5 are lump sum phases and will be invoiced monthly on a percent complete basis. Phase 3 and 4 will be invoiced on a time and materials basis for a not to exceed budget as identified above.

TERMS AND CONDITIONS

The Scope of Services will be completed in accordance with the terms of the Consultant/Professional Services Agreement between Woodard & Curran, Inc. and the City of LaBelle, Florida dated August 18, 2021.

CLOSING

We greatly appreciate this opportunity to offer our consulting services. If you accept this proposal and wish to proceed with the Scope of Services, please sign the below Authorization to Proceed and return a copy for our files.

Please feel free to contact me at 863.354.4416 or jdemello@woodardcurran.com if you have any questions regarding this proposal or require any further information.



Sincerely,

Woodard & Curran, Inc.

Justin deMello
Justin deMello, PE
Senior Client Manager

KF/laa

PN: 0234532.17

The parties hereto have executed this Agreement by their duly authorized agents as of the date indicated below.

AUTHORIZATION BY:

WOODARD & CURRAN, INC.

CITY OF LABELLE, FL

Justin deMello 06/19/2024

Signature Date

Signature Date

Justin deMello, PE

Name (printed)

Name (printed)

Vice President

Title

Title