

Proposal to Provide Village of Wellington Peaceful Waters Wetland Rehabilitation Phase 2 Construction Phase Services

Services to be provided by: Hazen and Sawyer (Hazen)

Services provided to: Village of Wellington (Village)

Proposal Date: May 21, 2025

Proposal Terms

PROJECT DESCRIPTION

Hazen and Sawyer (Hazen) previously assisted the Village of Wellington (Village) with design and construction management services for the Peaceful Waters Wetland Rehabilitation Phase 1, and design services for Phase 2 of the project. The Village owns and operates the Peaceful Waters Sanctuary, which accepts highly treated reuse water from the Village of Wellington Water Reclamation Facility (Wellington WRF). Since 2008, portions of the wetland have gradually become overgrown to the point that hydraulic flow is restricted. The Village will bid the project out to a Contractor for removal of some aquatic vegetation on the eastern Wetland under Phase 2 rehabilitation and requires engineering support during construction. Construction is anticipated to last three (3) months.

SCOPE OF SERVICES

Hazen will provide the following services to assist the Village with construction phase engineering and observation tasks throughout the duration of the project's 3-month construction phase. Hazen will also retain the services of a Subconsultant, EW Consultants, Inc (SUBCONSULTANT) to perform a nesting survey for potential occurrence of nesting by listed and/or protected species within the project area prior to construction. SUBCONSULTANT will also perform routine inspections throughout the duration of the project.

Task 1 – Submittals

As requested by the Village, Hazen will consult with the Village concerning the acceptability of required documents. Hazen will review construction schedules, progress schedules, schedule of

values, application for payments, preconstruction video, and other data that Contractors are required to submit for conformance with the design concept of the Project and compliance with the provisions of the Contract Documents.

A total of 5 submittals are assumed with an effort of 4 hours per submittal anticipated.

Deliverable(s):

1.1 – Submittal responses

Task 2 – Requests for Information and Clarifications

As requested by the Village, Hazen will issue interpretations and clarifications of Contract Documents during construction and evaluate requests for substitutions or deviations from the Contractor Documents. Hazen will notify Village of any such requested deviations or substitutions, and when reasonably necessary, provide Village with a recommendation concerning the same.

A total of 4 requests for information (RFI) are assumed with an effort of 4 hours per RFI anticipated.

Deliverable(s):

2.1 – Responses as necessary

Task 3 – Construction Inspections and Walkthrough

As requested by the Village, Hazen will furnish the services of inspectors throughout the duration of the construction period. Hazen will also perform walkthroughs at substantial and final completion of the project.

A total of 78 hours are assumed with an effort of 6 hours per week for 13 weeks.

Deliverable(s):

3.1 – Engineer's reports and photos for each inspector's day on-site.

3.2 – Engineer's substantial completion report and punchlist.

3.2 – Engineer's final completion report and recommendation.

Task 4 – Environmental Consultancy Services

The following environmental services will be conducted by SUBCONSULTANT.

Task 4.1 – Conduct Listed/Protected Species Nesting Survey

There are five species of wildlife that were observed during field reconnaissance that are listed as protected species either through State or Federal regulations. There is potential for other such species to occur as well. None of these species were observed to be nesting or resident species during previous field reconnaissance. Regardless, prior to initiation of any construction activities under Phase 2 of the Rehabilitation Plan, a site specific (vegetation removal area) nesting survey for potential nesting activity is warranted. Under this Task, SUBCONSULTANT will conduct an avian species nesting survey of the section of the Sanctuary from which vegetation will be removed. SUBCONSULTANT will document any observed nesting activity, and provide a summary report of our findings.

In the event that nesting activity is documented in the construction area, SUBCONSULTANT will provide recommended measures for avoiding and/or preventing impacts to the nests and associated species.

Deliverable(s):

4.1 – SUBCONSULTANT’s report of findings and recommendations.

Task 4.2 – Observations During Construction

Once construction has commenced, SUBCONSULTANT will conduct observations every other week (up to six observations over 12 week construction schedule) of potential nesting and/or activity by listed/protected species of wildlife. In the event nesting activity or other occurrence of such species is observed, SUBCONSULTANT will provide recommended measures for avoiding and/or preventing impacts to the nests and associated species.

A total of 6 site visits are assumed with the effort of 2 visits per month for 12 weeks.

Deliverable(s):

4.2 – Consultant’s report for each day on-site.

Task 4.3 – Site Review and Project Meetings

SUBCONSULTANT will prepare for and attend up to three pre-construction and/or progress meetings on site with the client, contractor, and other associated parties.

A total of 3 meetings are assumed.

Deliverable(s):

4.3 – Review of meeting agenda and minutes.

ASSUMPTIONS

1. During on-site observations and/or during limited field checks of materials and equipment, Hazen may endeavor to provide protection for Village against defects and deficiencies in the work of the Contractor. The furnishing of such services; however, will not make Hazen responsible for (or give Hazen control over) construction means, methods, techniques, sequences or procedures; for safety precautions or programs; or for the responsibility of Contractor's failure to perform the work.
2. Hazen will not undertake any responsibilities of the Contractor, subcontractor, or Contractor's superintendent to expedite their work.

SCHEDULE

Task	Description	Time of Completion from NTP
1 through 4	Construction Contract Administration	90 Days


COMPENSATION

Compensation for Tasks 1 through 4 will be billed on an hourly not-to-exceed basis as presented in Attachment A.

AUTHORIZATION

Work described in this proposal will commence upon authorization to proceed and receipt of a signed agreement.

Hazen and Sawyer, D.P.C.

Signed:  _____

Name: Kurt Pfeffer, PE

Title: Vice President

Date: 5/21/2025

ATTACHMENT A

BUDGET SUMMARY -Not-To-Exceed

Task No.	Description	BUDGET SUMMARY for Peaceful Waters Wetland Rehabilitation Phase 2 CMS							
		Vice President	Senior Associate	Associate	Principal Engineer	Engineer/ Asst Engr	Office	Total Labor	Sub-Consultant
1	Submittals	0	8	0	6	6	0	20	\$0
2	RFIs and Clarifications	0	4	0	6	6	0	16	\$0
3	Construction Inspections	0	10	0	34	34	0	78	\$0
4	Environmental Consultancy Services	0	0	0	0	0	0	0	\$11,250
	SUB-TOTAL	0	22	0	46	46	0	114	0
									0
	Labor Raw Costs	\$295	\$265	\$225	\$165	\$145	\$100		0
	Labor Sub-Total	\$0	\$5,830	\$0	\$7,590	\$6,670	\$0		
	Labor Total							\$20,090	
Subconsultant Labor Total									\$11,250
Subconsultant Multiplier									1.0
Subconsultant Total									\$11,250
Reimbursable Expenses									\$0
Project Total									\$31,340

EW Consultants, Inc.

Natural Resource Management, Wetland, and Environmental Permitting Services



April 11, 2025

Eric A. Stanley, P.E., Senior Associate
Hazen and Sawyer
2101 NW Corporate Boulevard, Suite 301
Boca Raton, FL 33431

RE: Wellington - Peaceful Waters Sanctuary Wetland Rehab Phase 2;
Environmental Consulting Services

Dear Eric:

Pursuant to your request regarding the above referenced project, EW Consultants, Inc. is pleased to provide this letter agreement for professional environmental consulting services.

PROJECT UNDERSTANDING

The Village of Wellington will be proceeding Phase 2 of the vegetation removal element of the Peaceful Waters Sanctuary Rehabilitation Plan prepared by Hazen and Sawyer in conjunction with EW Consultants. From your request, we understand that you would like our firm to provide construction related services to assist in meeting the recommendations of the Rehabilitation Plan. Specifically, a nesting survey for potential occurrence of nesting by listed and/or protected species within the area that vegetation removal will be conducted.

Based on this project understanding, we are providing the following scope of services, schedule, and fees for your consideration.

SCOPE OF SERVICES

Task 1 – Conduct Listed/Protected Species Nesting Survey -

There are five species of wildlife that were observed during field reconnaissance that are listed as protected species either through State or Federal regulations. There is potential for other such species to occur as well. None of these species were observed to be nesting or resident species during previous field reconnaissance.

Regardless, prior to initiation of any construction activities under Phase 2 of the Rehabilitation Plan, a site specific (vegetation removal area) nesting survey for potential nesting activity is warranted. Under this Task, we will conduct an avian species nesting survey of the section of the Sanctuary from which vegetation will be removed. We will document any observed nesting activity, and provide a summary report of our findings.

In the event that nesting activity is documented in the construction area, we will provide recommended measures for avoiding and/or preventing impacts to the nests and associated species.

Task 1 – Hourly Not to Exceed - \$4,500.00

Task 2 – Observations During Construction -

Once construction has commenced, we will conduct observations every other week (up to six observations over 12 week construction schedule) of potential nesting and/or activity by listed/protected species of wildlife. In the event nesting activity or other occurrence of such species is observed, we will provide recommended measures for avoiding and/or preventing impacts to the nests and associated species.

We will provide these services for a period of up to 12 weeks (up to six site visits) during construction.

Task 2 – Hourly Not to Exceed - \$4,500.00

Task 3 – Site Review and Project Meetings -

We will prepare for and attend up to three pre-construction and/or progress meetings on site with the client, contractor, and other associated parties.

Task 3 – Hourly Not to Exceed - \$2,250.00

SCHEDULE

We will provide our services in an orderly and expeditious manner to meet the mutually agreed project schedule.

FEES AND BILLING

We will provide the services described in Tasks 1 through 3 above for a not to exceed fee amount of up to \$11,250.00. The not to exceed fee includes all direct expenses at cost with no mark up. Meetings and/or coordination beyond those specified in Tasks 1 through 3 will be billed at hourly rates.

Billing is monthly based on percentage complete. All invoices are due and payable within 30 days of receipt by the Client. If you would like us to proceed with these services, please sign this agreement in the space provided below and return it to us. This will be considered notice to proceed.

We look forward to the opportunity to assist you on this project, and if you have any questions, please feel free to call me.

Sincerely,
EW Consultants, Inc.

Ed Weinberg,
President

Signed: _____

Title: _____

Date: _____