

**CONTRACT NO. 2023000302**  
**AGREEMENT BETWEEN CHARLOTTE COUNTY**  
**and**  
**DRMP, INC.**  
**for**  
**DESIGN – RAMPART BOULEVARD SIDEWALK**  
**PHASES 1, 2 AND 3**

**THIS AGREEMENT** (hereinafter the “Agreement”), is made and entered into by and between CHARLOTTE COUNTY, a political subdivision of the State of Florida, 18500 Murdock Circle, Port Charlotte, Florida 33948-1094 (hereinafter the “County”) and DRMP, INC., 941 Lake Baldwin Lane, Orlando, Florida 32814 (hereinafter the “Consultant”).

**WITNESSETH**

**WHEREAS**, the County has determined that it is necessary to retain a Consultant to provide professional design services for the Rampart Boulevard Sidewalk Phases 1, 2 and 3 design and permitting Project (hereinafter the “Project”); and

**WHEREAS**, the Consultant has reviewed RFP No. 2023000302 required pursuant to this Agreement and is qualified, willing and able to provide and perform all such services in accordance with its terms; and

**WHEREAS**, the County, through a selection process conducted in accordance with the requirements of law and County policy, has determined that it would be in the best interest of the County to award a contract to Consultant for the rendering of those services described in the RFP 2023000302 and the Scope of Services, incorporated herein.

**NOW, THEREFORE**, the County and the Consultant, in consideration of the mutual covenants contained herein, do agree to implement the design of the Project, as follows:

**ARTICLE 1.**  
**INCORPORATION OF DOCUMENTS**

1.1. RFP No. 2023000302, issued by the County on March 31, 2023 and consisting of pages 1 through and including 17; Addendum #1 to RFP 2023000302, issued by the County on April 6, 2023; Addendum #2 to RFP 2023000302, issued by the County on April 18, 2023; and the Proposal submitted by Consultant dated April 26, 2023, all filed with the Clerk of the Circuit Court of Charlotte County, Minutes Division, as RFP No. 2023000302, are hereby specifically incorporated into and made a part of this Agreement as if same had been set forth at length herein. The Scope of Services containing the Project Services, Contract Schedule and Compensation Summary is attached hereto as **Exhibit A** and is specifically incorporated into and made a part of this Agreement.

1.2. In the event of any conflict between the documents constituting this Agreement, the documents shall be given precedence in the following order:

- 1) This Agreement including the Exhibits attached hereto;
- 2) RFP No. 2023000302;
- 3) The Proposal submitted by Consultant dated April 26, 2023.

**ARTICLE 2.**  
**CONSULTANT'S SCOPE OF SERVICES**

2.1. Consultant agrees to perform all the services and provide all the materials for the Project as described in **Exhibit A**, Scope of Services, attached hereto.

2.2. Consultant agrees to provide its services and all materials for the Project described in **Exhibit A** for the fees contained in **Exhibit A**, Compensation Summary. The Consultant shall make no claims for additional compensation or damages owing to suspensions, delays, or hindrances which arise during the performance of this Agreement. Such suspensions, delays or hindrances may only be compensated for by an extension of time as the County may decide. However, such extension shall not operate as a waiver of any other rights of the County.

2.3. In the event that County desires Consultant to perform any additional services related to the Project not specifically contained in **Exhibit A**, Scope of Services, the parties shall enter into an amendment to this Agreement to provide for the provision of such additional services by Consultant as may be determined by the BOCC and payment therefore by County.

2.4. Consultant agrees to provide its services and materials as contained in **Exhibit A** in the times allowed for performance of the Project as set forth in **Exhibit A**, Contract Schedule.

**ARTICLE 3.**  
**COMPENSATION AND PAYMENT FOR CONSULTANT 'S SERVICES**

3.1. County shall pay Consultant for those tasks and services provided in **Exhibit A** actually performed by Consultant and in accordance with **Exhibit A**. The total payment to Consultant shall not exceed Four Hundred Twenty-One Thousand Seven Hundred Two Dollars and Forty Cents (\$421,702.40) for Consultant's services under this Agreement, performed in accordance with the Scope of Services and this Agreement.

3.2. Payment for services rendered by Consultant shall be made on a monthly basis in proportion to the percentage completed of those tasks listed in the Scope of Services. Percentage of services completed shall be subject to review and approval by the County Director of Public Works, or his/her designee.

3.3. Consultant shall submit all billings for payment of services rendered on a monthly basis to the County Purchasing Division for processing. Billings shall be detailed as to the nature of the tasks and services performed and shall refer to the specific tasks listed in the Scope of Services that were actually performed by Consultant. Billings shall include a summary of any amounts previously billed and any credits for amounts previously paid.

3.4. Consultant acknowledges that each billing must be reviewed and approved by the County Director of Public Works, or his/her designee. Should the Director of Public Works, or his/her designee, determine that the billing is not commensurate with services performed, work accomplished or hours expended, Consultant shall adjust billing accordingly. However, Consultant shall be entitled to payment of any portion of a billing not in dispute.

3.5. County shall pay Consultant's monthly billings in accordance with Sections 218.70 through 218.80 Florida Statutes, the Local Government Prompt Payment Act.

**ARTICLE 4.**  
**CONSULTANT'S RESPONSIBILITIES**

4.1. Consultant shall perform or furnish consulting and related services to a level of technical skill, ability, and diligence customarily provided by an experienced professional in his or her field of expertise when rendering the same services, and in accordance with sound principles and practices generally acknowledged by professionals in his or her field of expertise, as represented to the County, both orally and in writing, to be possessed by Consultant, all in accordance with the standards contained elsewhere in this Agreement and in accordance with generally accepted standards of professional consulting practice and with the laws, statutes, ordinances, codes, rules and regulations governing Consultant's profession. The same standards of care shall be required of any subconsultant, or subcontractor engaged by Consultant.

4.2. Consultant shall, without additional compensation, correct and revise any errors, omissions, or other deficiencies in its work product, services, or materials arising from the negligent act, error or omission of Consultant or any subconsultant or subcontractor engaged by Consultant for one year after the completion of Consultant's services under this Agreement. The foregoing shall be construed as an independent duty to correct rather than a waiver of County's rights under any applicable statute of limitations. County review of, approval of, acceptance of, or payment for any of Consultant's work product, services, or materials shall not be construed to operate as a waiver of any of County's rights under this Agreement, or cause of action County may have arising out of the performance of this Agreement.

**ARTICLE 5.**  
**OWNERSHIP AND USE OF DOCUMENTS**

5.1. All documents, data, studies, surveys, analyses, sketches, tracings, specifications, plans, designs, design calculations, details, computations, drawings, maps, models, photographs, reports, and other documents and plans resulting from Consultant's services under this Agreement are and shall become the property of and shall be delivered to County without cost, restriction or limitation as to use regardless of the format of the document (paper or electronic). However, any use subsequent to or other than the specific project for which such items were created, shall be at sole risk of County.

5.2. Consultant agrees that any software, computer systems and databases used for providing the documents necessary to this Agreement shall be compatible with existing County software and systems.

**ARTICLE 6.**  
**COUNTY'S RESPONSIBILITIES**

6.1. County shall perform the responsibilities contained in this Article 6 in a timely manner so as not to delay the services of Consultant.

6.2. County shall furnish to Consultant, upon request of Consultant and at County expense, all existing studies, reports and other available data pertinent to the services to be

performed under this Agreement which are within the County's possession. However, Consultant shall be required to evaluate all materials furnished hereunder using reasonable professional judgment before relying on such materials.

6.3. County shall provide reasonable access and entry to all public property required by Consultant to perform the services described in this Agreement. All such access and entry shall be provided at County expense. County shall also use reasonable efforts to obtain permission for reasonable access and entry to any private property required by Consultant to perform the services described in this Agreement.

**ARTICLE 7.**  
**TERM / TERMINATION**

7.1. The term of this Agreement shall begin on the date it is signed by both parties and shall be completed in accordance with the Contract Schedule attached hereto as **Exhibit A**. Consultant's services shall be deemed complete when Consultant provides all products or services contained in the Scope of Services and required under this Agreement, and County accepts such services and products as satisfactory, unless otherwise terminated in accordance herewith.

7.2. The Consultant shall be responsible for notifying the County promptly whenever a delay is anticipated or experienced, including a delay in approval by any governmental agency having jurisdiction over the Project. The County shall allow the Consultant to extend the Project Schedule for valid, documented delays. The County shall be the sole determiner of the validity of the delays.

7.3. The County shall have the right at any time upon thirty (30) calendar days written notice to the Consultant to terminate the services of the Consultant and, in that event, the Consultant shall cease work and shall deliver to the County all documents, (including reports, designs, specifications, and all other data) prepared or obtained by the Consultant in connection with its services. The County shall, upon receipt of the aforesaid documents, pay to the Consultant, and the Consultant shall accept as full payment for its services, fees for all tasks completed in accordance with Scopes of Services.

7.4. In the event that the Consultant has abandoned performance under this Agreement, then the County may terminate this Agreement upon three (3) calendar day's written notice to the Consultant indicating its intention to terminate. The written notice shall state the evidence indicating the Consultant's abandonment. Payment for services performed prior to the Consultant's abandonment shall be as stated Section 3 above.

**ARTICLE 8.**  
**NO CONTINGENT FEES**

8.1. Consultant certifies that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Consultant any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, County shall have the right to terminate the Agreement without liability at its discretion, to deduct

from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

**ARTICLE 9.**  
**NOTICES**

9.1. Any notice required or permitted to be sent hereunder shall be sent certified mail, return receipt requested, to the parties at the addresses listed below:

**Consultant:** DRMP, Inc.

**County:** Purchasing Division

Name: Ken Kniel, PE  
Vice President

Name: Kimberly A. Corbett  
Senior Division Manager

Address: 941 Lake Baldwin Lane  
Orlando, FL 32814

Address: Charlotte County Purchasing  
18500 Murdock Circle, Suite 344  
Port Charlotte, Florida 33948

9.2. Contractor shall immediately notify County of any changes in address.

**ARTICLE 10.**  
**TRUTH-IN-NEGOTIATION CERTIFICATE**

10.1. In accordance with Section 287.055 Florida Statutes and Charlotte County Resolution 2003-059, signature of this Agreement by Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which County determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

**ARTICLE 11.**  
**ASSIGNMENT**

11.1. This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances by Consultant without the prior written consent of County. Further, no portion of this Agreement may be performed by subcontractors or subconsultants without written notice to and approval of such action by County.

**ARTICLE 12.**  
**EXTENT OF AGREEMENT / SEVERABILITY / MODIFICATION**

12.1. This Agreement represents the entire and integrated agreement between the County and Consultant and supersedes all prior negotiations, representations or agreement, either written or oral.

12.2. In the event any provision of this Agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any breach of any provision, term, condition or covenant shall not be construed by the other party as a waiver of any subsequent breach.

12.3. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by both parties.

12.4. This is a nonexclusive contract. The County has the right to enter into contracts with other consultants for the providing of any services.

**ARTICLE 13.**  
**GOVERNING LAW / VENUE**

13.1. This Agreement shall be governed and construed in accordance with Florida law. In the event any litigation arises between the parties in connection with this Agreement, venue for such litigation shall lie exclusively in or for Charlotte County, Florida.

**ARTICLE 14.**  
**INDEPENDENT CONTRACTOR STATUS**

14.1. Consultant is an independent contractor and is not an employee, servant, agent, partner or joint venturer of the County. Neither the County nor any of its employees shall have any control over the conduct of Consultant or any of Consultant's employees, except as herein set forth, and Consultant expressly warrants not to represent at any time or in any manner that Consultant or any of Consultant's agents, servants or employees are in any manner agents, servants or employees of the County. It is understood and agreed that Consultant is and shall at all times remain as to the County, a wholly independent contractor and that Consultant's obligations to the County are solely as prescribed by this Agreement.

**ARTICLE 15.**  
**AUDIT AND RECORDS REQUIREMENTS**

15.1. Consultant shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Agreement which shall be available and accessible at Consultant's local offices for the purpose of inspection, audit, and copying during normal business hours by the County, or any of its authorized representatives. Such records shall be retained for a minimum of five (5) years after completion of the services. Prior to destruction of any records, the Consultant shall notify the County and deliver to the County any records the County requests. Consultant shall require all subcontractors to comply with the provisions of this paragraph by insertion of the requirements hereof in a written contract agreement between Consultant and the subcontractor.

15.2. If the records are unavailable locally, it shall be the Consultant's responsibility to ensure that all required records are provided at the Consultant's expense including payment of travel and maintenance costs incurred by the County's authorized representatives or designees in accessing records maintained out of the County. The direct costs of copying records, excluding any overhead cost, shall be at the County's expense.

15.3. Pursuant to Section 119.0701 of the Florida Statutes, contractors acting on behalf of the County must comply with the public records laws, specifically: a) keep and maintain public records required by the County to perform the contracted services; b) upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as

otherwise provided by law; c) ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract; and d) upon completion of the contract, keep and maintain all public records required by the County to perform the service, and meet all applicable requirements for retaining public records.

**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO RETAIN AND PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT (941) 743-1441, E-MAIL TO RECORDS@CHARLOTTECOUNTYFL.GOV, 18500 MURDOCK CIRCLE, BLDG. B, Suite 200, PORT CHARLOTTE, FLORIDA 33948.**

**ARTICLE 16.  
INDEMNIFICATION**

16.1. Consultant shall indemnify and hold harmless the County, its Commissioners, officers, employees, agents and volunteers from and against any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of this Agreement.

16.2. PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR ECONOMIC DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT IF THE CONDITIONS OF SECTION 558.0035 ARE SATISFIED.

**ARTICLE 17.  
SCRUTINIZED VENDORS**

17.1. Pursuant to Section 287.135(3)(b) of the Florida Statutes, Charlotte County may, at its sole option, terminate this Agreement if the Contractor is found to have been placed on the *Scrutinized Companies that Boycott Israel List*, or is engaged in a boycott of Israel.

**ARTICLE 18**  
**EMPLOYEE RESTRICTIONS**

18.1. Charlotte County will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a [Section 274A of the Immigration and Nationality Act (“INA”)]. The County shall consider employment by any Contractor of unauthorized aliens a violation of Section 274A of the INA. Such violation by the Consultant of the employment provisions contained in Section 274A of the INA shall be grounds for termination of this Agreement by the County.


18.2. Pursuant to Section 448.095 of the Florida Statutes, all persons or firms entering into contracts with Charlotte County are required to register with, and use, the E-Verify system of the U.S. Department of Homeland Security to electronically verify the employment eligibility of all newly hired employees. The County may terminate this Agreement for failure on the part of the Contractor to use E-Verify. Contract termination for failure to use E-Verify is not considered a breach of contract pursuant to s. 448.095(2)(c)3, *Fla. Stat.*

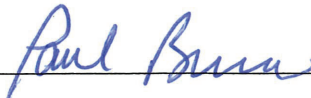
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**IN WITNESS WHEREOF**, the parties hereto have caused the execution of this agreement as of the date and year written below.

WITNESSES:

**DRMP, INC.**

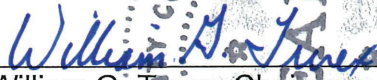
Signed By:   
Print Name: STEVEN C. FIEDLER  
Date: 5 SEPT 2024


Signed by:   
Title: OFFICE LEADER  
Date: 9/5/2024

ATTEST:  
Roger D. Eaton, Clerk of the Circuit  
Court and Ex-Officio Clerk to the  
Board of County Commissioners

**BOARD OF COUNTY COMMISSIONERS  
OF CHARLOTTE COUNTY, FLORIDA**

By:   
Deputy Clerk

By:   
William G. Truex, Chairman  
Date: August 30, 2024



APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

By:   
Janette S. Knowlton, County Attorney  
LR24-0601 

Exhibit List:

**Exhibit A** – Scope of Services, Contract Schedule and Compensation Summary

**PRINCIPALS**

Lawrence L. Smith, Jr.  
Wayne D. Chalifoux  
Donaldson K. Barton, Jr.  
Glenn J. Lusink  
Jon S. Meadows  
Mark D. Prochak  
Mark E. Puckett

**EXHIBIT A**

July 8, 2024

Alisa True  
Purchasing Division  
Charlotte County  
18500 Murdock Circle, Suite 344  
Port Charlotte, FL 33948

**Subject: Proposal for Design Rampart Boulevard Sidewalks Phases 1, 2, and 3  
RFP#23-302**

Dear Ms. True:

DRMP, Inc. (CONSULTANT) is pleased to provide Charlotte County (COUNTY) the following proposal for professional services related to the design and permitting of pedestrian facilities along Rampart Boulevard in Charlotte County, Florida. This fee proposal outlines our Project Understanding, Scope of Services, Schedule, and Compensation.

**PROJECT UNDERSTANDING**

The CONSULTANT understands the COUNTY intends to design and permit an 8-foot concrete sidewalk on the north side of Rampart Boulevard between Victoria Estates Street and Navigator Road, approximately 2.4 miles. The CONSULTANT recognizes the Right of Way (ROW) varies but is typically 100-foot wide. The project will be separated into three phases:

- Phase 1: Rampart Boulevard - Victoria Estates Street to Capricorn Boulevard (approx. 0.7 miles)
- Phase 2: Rampart Boulevard - Capricorn Boulevard to Rio De Janeiro Avenue (approx. 1.1 miles)
- Phase 3: Rampart Boulevard - Rio De Janeiro Avenue to Navigator Road (approx. 0.5 miles)  
San Cristobal Avenue - Rampart Boulevard to 1457 San Cristobal Avenue (approx. 0.1 miles)

The CONSULTANT intends to work with COUNTY Staff to establish the final design, but pursuant to the scope clarification meeting, the CONSULTANT will develop options that consider available space, working around existing features, connecting with roadways and driveways, and minimizing conflicts with utilities and drainage features. The CONSULTANT understands the COUNTY will provide any available, detailed utility record drawings within the project limits. Major drainage design is not anticipated, but culverts may be required where the proposed sidewalk crosses or impacts any swales. Charlotte County Utilities (CCU) has determined that the existing potable water main running along this corridor is adequate at this time and major utilities design is not anticipated as a part of this project. Specific provisions shall be noted in the contract documents to protect the existing potable water mains, water and sewer service laterals, and other utility appurtenances and the contractor shall be responsible for all repairs of any damaged mains and service laterals during construction. It is understood that additional SUE may be required to identify the actual location, depth, pipe size, pipe material, and condition regarding potential conflict points with CCU mains. Certain unforeseen issues with existing sanitary and water service laterals may not become apparent until construction, therefore the CONSULTANT will provide post design services to address unforeseen conditions as they arise.

Conceptually, the CONSULTANT proposes to design the sidewalk as close as practical to the back of ROW (approximately 26" separation between the back of ROW and back of sidewalk) to enhance safety and allow space for future expansion of Rampart Boulevard. There are existing street lights in the area, however pedestrian pathway lighting is generally not included within the scope of this proposal, except as specifically noted below. Sidewalk projects are typically exempt from Environmental Resource Permitting with the Southwest Florida Water Management District (SWFWMD) and it is assumed no permitting will be required. Because utilities are not a part of this project, CONSULTANT assumes permitting with FDEP will not be required.

**OFFICES**

Boca Raton, Florida  
Cary, North Carolina  
Charlotte, North Carolina  
ChIPLEY, Florida  
Fort Myers, Florida  
Gainesville, Florida  
Jacksonville, Florida  
Lakeland, Florida  
Melbourne, Florida  
Mooresville, North Carolina  
Orlando, Florida  
Panama City, Florida  
Pensacola, Florida  
Stockbridge, Georgia  
Tallahassee, Florida  
Tampa, Florida

## **SCOPE OF SERVICES**

The CONSULTANT has developed the following task-oriented scope of services based on our understanding of the project's design phase submittal process. The CONSULTANT's scope of services will include the following tasks:

### **TASK 1.0 Preliminary Engineering & Data Gathering**

CONSULTANT shall perform a Preliminary Engineering and Data Gathering Task *across all three phases at one time*. This task includes the following:

#### **TASK 1.1 Design Survey & Field Work**

CONSULTANT shall perform such field and office survey services to provide topographic and horizontal control information for the design of the sidewalk, as directed by the COUNTY. The limits of the survey will be from roadway centerline to the northern ROW and will be on the NAVD 1988 Datum. Services shall include:

- Survey Baseline will be set at roadway centerline;
- Cross sections will be collected at appropriate intervals and at other pertinent features, including cross streets, canals, driveways and other existing features (50' intervals);
- Topographic information;
- Existing sidewalk/street intersections to check for ADA grade compliance;
- Locating and referencing property lines, ROW lines, easements of record and other control lines, adjacent to the sidewalk;
- Location of visible, above ground, improvements and/or utilities and trees greater than 4" DBH;
- Establish benchmarks at 1,000-foot intervals;
- No survey beyond ROW limits;
- Deliverable for this task will be the topographical and surface CAD file;

#### **TASK 1.2 Subsurface Utilities Engineering (SUE)**

Utility Locates (VVH Test Holes): Upon completion of the designating phase and as requested by the design team CONSULTANT will provide subsurface utility locates (VVH Test Holes) at up to five (5) locations to determine the vertical location of existing utilities at locations identified by the design team as potential conflicts or proposed tie-in points. Mobilization and work zone safety is included. COUNTY will arrange for access to the property or any required permits. CONSULTANT will expose and record the vertical and horizontal location of the underground utility. The test hole is performed using vacuum excavation equipment to determine the depth of the utility from existing grade and its estimated size and material. The test hole is backfilled with the material removed, and the surface's restored to its previous condition. In pavement, the test hole is repaired with cold patch bituminous material. A survey marker is installed directly over the centerline of the utility system at grade. The location of the marker is recorded with a minimum of three swing ties to existing features.

#### **TASK 1.3 Utility Coordination**

CONSULTANT shall identify potential UAOs within the project limits and request the location of existing facilities. Following the 60% plan submittal, the CONSULTANT shall send the proposed construction plans to the UAOs requesting any utility adjustment plans in "Red Green Brown" (RGB) format. Any existing utility locations and proposed utility adjustments provided by the UAOs shall be depicted on the sidewalk plan sheets. CONSULTANT shall coordinate and attend one (1) utility coordination meeting. All utility relocations shall be designed and constructed by others. Please note, the CONSULTANT makes no representation on the accuracy of information provided by the UAOs and cannot guarantee their prompt cooperation. At the time of the 100% submittal, the CONSULTANT will contact these groups again and send the 100% plans for review and approval.

#### **TASK 1.4 Florida Department of Transportation (FDOT) Coordination**

The CONSULTANT will request a meeting with FDOT to determine the viable solutions for providing a pedestrian facility across through FDOT ROW and over their bridge. Results and or solutions of the FDOT coordination meeting not covered in this scope of services will be handled under **Task 5 – Additional Services**.

**Included in this fee proposal the CONSULTANT will:**

- Prepare and distribute meeting minutes from FDOT meeting;
- Hold video conference with COUNTY PM to discuss the concepts and proposed solutions from the FDOT meeting and determine the direction for design;
- Prepare design direction memorandum for file and finalize scope for **Task 5 – Additional Services**.

## **TASK 2.0 Construction Plans (Engineering Phase)**

The CONSULTANT shall perform design services for the preparation of construction plans, engineers' construction cost estimate, and specifications. The sidewalk plans, engineers estimate, and specifications shall be in accordance with pathway design and plans preparation standards in effect on the date of this agreement as approved by the COUNTY. Design standards will meet Public Right-of-Way Accessibility Guidelines (PROWAG), FDOT Design Manual (FDM), Florida Greenbook, Charlotte County Design Standards and the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction. The sidewalk design will include a plan set, specifications, calculations, survey, and associated materials specific to its location and configuration. *All subtasks within this task are to be performed once for each of the three phases.*

It is assumed no CCU facilities are to be designed as a part of this project, aside from valve/meter adjustments. As such profiles are not anticipated, except in locations where critical profile information is needed. In the event CCU facilities are required as a part of this project, they shall be designed and constructed in accordance with the CCU Design Compliance Standards, latest edition, and the Approved Products List, latest edition. The CONSULTANT shall submit design notes and computations sheets to document the design conclusions reached during the development of the final construction plans for this project. The data shall be submitted to the COUNTY as a Design Documentation Report. A PDF electronic version of the appropriate design notes and computation sheet(s) shall be submitted to the COUNTY at each plan review stage.

The design notes and calculations shall include the following data:

- Design criteria used for this project;
- Geometric design calculations for horizontal alignment;
- Vertical geometry calculations;
- Drainage computations, if necessary;
- Earthwork calculations, if necessary;
- Documentation of decisions reached resulting from meetings, telephone conversations, or site visits;
- Calculations of quantities for all items set forth in the bid item/unit price section of the construction contract.
- Project correspondence, meeting minutes, emails, etc.

The CONSULTANT shall provide design for pedestrian signal and lighting at the intersection of Rampart Boulevard and Capricorn Boulevard. The lighting and signal design plans will follow the guidelines specified in FDOT specifications and design criteria, Manual of Traffic Control Devices (MUTCD) and current County standards.

The signalization plans will include conduit, pull boxes, pedestrian signal timings etc. and all work will be described with FDOT Pay Item Numbers. The CONSULTANT shall include Signing and Pavement Marking (SPM) updates as required to accommodate the new pedestrian signal poles.

For lighting design, CONSULTANT shall prepare a one to two-page summary of the lighting analysis showing horizontal and vertical photometric printouts (identified in Task 2.2 - Lighting Design Analysis Memo) to meet current FDOT standards. CONSULTANT shall coordinate with the COUNTY to standardize the type of LED luminaire to be used. It is assumed that alternative analysis is not required. CONSULTANT shall prepare lighting design analysis and lighting plan showing the proposed light pole locations only (in Tasks 2.2 and 2.3).

The lighting plans will include light pole locations, pole data and legend information all work will be described with FDOT Pay Item Numbers.

The final construction plans will be digitally signed and sealed, thereby sealing all plan sheets with one seal, by the applicable Florida Professional Engineer or Professional Surveyor for the type of work depicted on the drawings. Each submittal outlined below shall be delivered via email transmission indicating the submittal package is complete and request for scheduling of a review meeting. Plan development at the respective submittal stages shall conform to the following:

**TASK 2.1 30% Plans Submittal**

The CONSULTANT shall submit to the COUNTY PM an electronic PDF version for review purposes. The plans shall depict existing topographic features, existing rights-of-way, property lines, and easement lines (as appropriate), existing utilities, all public utilizes, preliminary cross sections, and shall contain the following:

- Cover Sheet;
- Overall Aerial;
- Proposed typical section(s);
- Proposed preliminary additions to existing rights-of-way and easements, if required;
- Proposed preliminary intersection geometry (i.e. crosswalks) (1"=20');
- Individual driveway/access plans, if necessary;
- Plan layout;
- Existing Utilities Plan, including information collected with survey, SUE, research, and as provided by CCU;
- Utility adjustment plan;
- Video conference meeting with COUNTY PM.

**TASK 2.2 60% Plans Submittal**

CONSULTANT shall submit to the COUNTY an electronic PDF version of the technical documents, special provisions, and draft itemized bid quantities for review purposes. The plans shall depict existing topographical features, existing rights-of-way, property lines and easement lines (as appropriate), utilities (existing and proposed), and shall contain the following:

- 30% Review Comment & Response Memo;
- Cover Sheet;
- Overall Aerial;
- Plan & Profile Sheets (1"=20'H 1"=2'V), may be in double P&P format;
- Calculations and sizing of temporary mains
- Proposed typical section(s);
- Proposed additions to existing rights-of-way and easements, if required;
- Proposed preliminary intersection geometry (i.e. crosswalks) (1"=20');
- Cross-section sheet(s) – 50' interval;
- Tabulation of Quantities
- Traffic General Notes/ Pay Item Notes
- Signalization Plan, 1" =40' scale (pedestrian signals at Capricorn Boulevard intersection only, will include S&PM details)
- Signalization Design Analysis Memo
- Lighting Plan, 1" =40' scale
- Lighting Analysis Design Memo
- Striping Plan
- Reports and calculations required to document design decisions reached during development of plans;
- Prepare permit exemption letter to SWFWMD.
- Prepare FDEP permits
- Utility adjustment plan;
- Engineer's Estimate;
- Easement/Acquisitions: For land easement/acquisition/Temporary Right-of-Entry (TRE) necessary for the project, the CONSULTANT shall provide preliminary sketch & description for up to five real property interest to be acquired either in fee simple of other interests. Parcel sketches of each parent tract and parcel required for easement/acquisition/TRE at an appropriate scale.
- In-field review meeting with COUNTY PM.

**TASK 2.3 90% Plans and Specifications Submittal**

The CONSULTANT shall submit to the COUNTY PM an electronic PDF version of the 90% Plans and Specifications for review purposes. The CONSULTANT's plans shall be complete construction plans, including utility relocations/adjustments. An updated engineer's estimate will be submitted with this phase. Reports and calculations required to document design decisions reached during development of the plans shall be

submitted with the plans and specifications. Copies of required/exempted permits obtained at this time shall also be provided.

- 60% Review Comment & Response Memo;
- Cover Sheet;
- Digital Signature Sheet
- Overall Aerial;
- Plan & Profile Sheets (1"=20'H 1"=2'V), may be in double P&P format;
- Proposed typical section(s);
- Proposed additions to existing rights-of-way and easements, if required;
- Proposed intersection geometry (i.e. crosswalks) (1"=20');
- Tabulation of Quantities
- Traffic General Notes/ Pay Item Notes
- Signalization Plan, 1" =40' scale (pedestrian signals at Capricorn Boulevard intersection only, will include S&PM details)
- Lighting Plan, 1" =40' scale
- Striping Plan
- Cross-section sheet(s) – 50' interval;
- Conceptual Maintenance of Traffic Plan
- Reports and calculations required to document design decisions reached during development of plans;
- Utility adjustment plan;
- Video conference meeting with COUNTY PM.

After review of the 90% from reviewing stakeholders, comments, edits, revisions will be incorporated into the Final Contract & Bid Documents as outlined in **Task 3.0**.

### **TASK 3.0 Final Contract & Bid Documents**

A final set of bidding and contract documents will be prepared for the construction of improvements *once for each of the three phases*. This task will include the following:

- Construction plans set. Digitally signed and sealed in compliance with Florida Administrative Code, by the applicable Engineer of Record or Professional Surveyor for the type of work depicted on the drawings;
- Specifications;
- Design Documentation;
- Permit Exemption Letter;
- Engineer's Estimate of Probable Construction Cost.

All documents shall be submitted electronically in PDF and native software (Autodesk AutoCAD, Microsoft Word, Microsoft Excel, etc.) for COUNTY use and incorporation into final procurement documents, which are to be prepared and finalized by the COUNTY. The CONSULTANT shall also provide three copy sets of electronically signed and sealed documents; plans sets shall be in 24"x36" format and all other documents shall be in 8.5"x11" format.

Consultant shall prepare up to five easement/acquisition/TRE's, if required. Parcel sketches of each parent tract and parcel required for easement/acquisition/TRE at an appropriate scale The County Real Estate Services (RES) office is responsible for acquisition from the land owners. The CONSULTANT will be paid for its work associated with this task, whether the instrument is acquired by RES or not.

### **TASK 4.0 Construction Phase Services**

After approval of construction plans and bidding documents by the COUNTY, the CONSULTANT shall perform the following services *once for each of the three phases*:

#### **TASK 4.1 Pre-Bid and Pre-Construction Meetings**

Attend and participate with the COUNTY in conducting a Pre-Bid Meeting and Pre- Construction Meeting for each of the letting packages associated with this pathway. Also, any required response from the Engineer of Record from RFI's during the bidding and procurement phase.

**TASK 4.2 Shop Drawing Review**

The CONSULTANT shall perform shop drawing review for conformance with the design and compliance with the contract documents. Also determine the acceptability, subject to COUNTY approval, of substitute materials and equipment proposed by contractors. The CONSULTANT shall compare submittals against CCUD’s acceptable products & suppliers list with CCU having the final determination on approval. Deliverable will be in electronic PDF format to the COUNTY PM.

**TASK 4.3 Project Completion Record Drawings**

Provide certification of substantial completion. As-Built drawings shall be supplied by the contractor and signed and sealed by the contractor’s surveyor. This task may require the coordination of deliverables of 3rd parties (Contractor, Contractor’s Surveyor, and COUNTY). Deliverable shall be an electronic copy of the documentation, compliant with CCUD’s standards in effect at the date of the design contract execution.

Note: All tasks and subtasks within **Task 4** are to be performed once for each of the three phases.

**Task 5 Supplemental Services**

Based upon the results of **Task 1.4 – FDOT Coordination**, a final scope for these supplemental services will be established with an NTE fee as described below. Should the actual scope exceed the NTE fee, further negotiations with the COUNTY will be required.

**EXCLUDED SERVICES (Not part of this contract)**

If the COUNTY desires to change or expand upon the above services, an additional fee may be negotiated. Scope and fee will be agreed upon prior to further work on the project. Scope specifically not included:

- Additional iterations of the design;
- Utility design;
- Landscape architecture;
- Offsite improvements;
- Easements and/or legal descriptions, other than those described above;
- ROW or property acquisition;
- Title Searches or Abstracts;
- Geotechnical engineering services
- Traffic Counts;
- Concurrency and/or Zoning work;
- Additional requests from jurisdictions for items that have not been included in the scope of services;
- Additional agency Requests for Information (RAI) beyond those described above;
- Additional meetings and negotiations beyond those specifically addressed above;
- Maintenance of traffic plans (beyond conceptual);
- Box culvert extension design;
- Structural design;
- Permitting/exemption fees.

**CONTRACT SCHEDULE**

The CONSULTANT is available to commence work immediately upon receipt of a notice to proceed (NTP).

Task	Description	Days	Cumulative Days from NTP
1	Preliminary Engineering & Data Gathering	90	90
2	Construction Plans (Engineering Phase)	180	270
3	Final Contract & Bid Documents	60	310
4	Construction Phase Services	180	490
5	Supplemental Services	N/A	490
<b>Total</b>			<b>490</b>

Please note: the schedule is contingent upon the following:

- COUNTY review time of each submittal.

- CCU review time of CONSULTANT's utility relocation/adjustment plans from affected utilities provided with the CONSULTANT's 30% Plans and Specifications Submittal.
- There is an assumption within the proposed schedule of reviewing agencies time frames for review, comment, requests for additional information and clarification of received information that is based on standard operating practices.
- The Schedule will be updated and submitted when changes occur at each weekly report or invoice period at a minimum monthly.
- Task 4 is dependent upon the COUNTY's bidding & procurement schedule as well as the CONTRACTOR's construction schedule.
- Task 5 is dependent upon the supplemental services scope and schedule agreed upon at that time, if required.

It is recognized the above contingencies are not controllable by the CONSULTANT and therefore the schedule will be adjusted in direct proportion to any delays incurred due to factors outside of CONSULTANT's control.

**COMPENSATION SUMMARY**

The following summarizes the fees and billing terms as proposed by CONSULTANT for the Scope of Services as presented herein:

Task	Description	Phase 1 Fees	Phase 2 Fees	Phase 3 Fees	Task Lump Sum Fees
1	Preliminary Engineering & Data Gathering	\$47,458.68	\$79,809.63	\$46,621.11	\$173,889.42
2	Construction Plans (Engineering Phase)	\$52,077.17	\$82,605.16	\$44,894.11	\$179,576.44
3	Final Contract & Bid Documents	\$10,602.15	\$16,817.20	\$9,139.78	\$36,559.13
4	Construction Phase Services	\$4,836.45	\$7,671.61	\$4,169.35	\$16,677.41
5 PW	Supplemental Services (NTE)				\$10,000.00
5 CCU	Supplemental Services (NTE)				\$5,000.00
<b>PW Total</b>		<b>\$114,974.45</b>	<b>\$186,903.60</b>	<b>\$104,824.35</b>	<b>\$416,702.40</b>
<b>CCU Total</b>					<b>\$5,000.00</b>
<b>Total</b>					<b>\$421,702.40</b>

For billing purposes, these fees will be separated for each phase of the project as well as each department (e.g. CCU). The above services shall begin upon receipt of the task work order authorization/purchase order and as directed by the COUNTY's Project Manager. All work shall be invoiced monthly for services provided. Work other than the tasks specifically included above, is not included in this proposal. CONSULTANT will not seek reimbursement for travel or other incidental expenses including reprographics and postage. Work shall be performed for a total Lump Sum Fee of **\$406,702.40**, plus a Supplemental Services NTE task of **\$15,000.00** to be approved in writing by the COUNTY Project Manager, should the need arise. Total fee for this contract is: **\$421,702.40**.

We appreciate the opportunity to provide you with this proposal. Should you have any questions regarding the contents of this proposal or if we can be of further assistance in any way, please do not hesitate to contact us at your convenience.

DRMP, Inc.



Paul Benvie, P.E.  
Office Leader