

CONTRACT NO. 2019000523
AGREEMENT BETWEEN CHARLOTTE COUNTY
and
COASTAL ENGINEERING CONSULTANTS, INC.
for
MASTER SITE PLAN AND DESIGN – PLACIDA BOAT RAMP WEST EXPANSION

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 COASTAL ENGINEERING CONSULTANTS, INC., 3106 South Horseshoe Drive, Naples, Florida 34104, hereinafter the "Consultant."

WITNESSETH

WHEREAS, the County has determined that it is necessary to retain a Consultant to provide professional services for the development of a Master Site Plan and Design for the Placida Boat Ramp West Expansion project; and

WHEREAS, the Consultant has reviewed RFP No. 2019000523 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 2019000523.

NOW, THEREFORE, the County and the Consultant, in consideration of the mutual covenants contained herein, do agree to implement the Master Site Plan and Design – Placida Boat Ramp West Expansion project, as follows:

ARTICLE 1.
INCORPORATION OF DOCUMENTS

1.1. RFP No. 2019000523, issued by the County on July 16, 2019 and consisting of pages 1 through and including 17; and the Proposal submitted by Consultant dated August 9, 2019, all filed with the Clerk of the Circuit Court of Charlotte County, Minutes Division, as RFP No. 2019000523, 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 Work, Professional Fees and Project Schedule for the Master Site Plan and Design for the Placida Boat Ramp West Expansion project are attached as **Exhibit A** and are specifically incorporated into and made 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 **Exhibit A**, attached hereto;
- 2) RFP No. 2019000523;
- 3) The Proposal submitted by Consultant dated August 9, 2019.

ARTICLE 2.
CONSULTANT'S SCOPE OF SERVICES

2.1. Consultant agrees to perform all the services and provide all the materials for the design of the Master Site Plan and Design as described **Exhibit A – Scope of Services**.

2.2. Consultant agrees to provide its services and all materials for the Master Site Plan and Design project described in **Exhibit A**, for the fees as contained in **Exhibit A** and in the times allowed for performance of the project as set forth in **Exhibit A**. 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 Master Site Plan and Design project not specifically contained Scope of Services, **Exhibit A**, 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.

ARTICLE 3.
COMPENSATION AND PAYMENT FOR CONSULTANT 'S SERVICES

3.1. County shall pay Consultant for those tasks and services provided in the Scope of Services actually performed by Consultant and in accordance with **Exhibit A**. The total payment to Consultant shall not exceed Five Hundred Ninety-Eight Thousand Three Hundred Forty Dollars and no cents (\$598,340.00) 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 Facilities, 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 Facilities, or his/her designee. Should the Director of Facilities, 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 restriction, cost 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. It is anticipated that the software utilized will be run on Windows based PC's and will consist of AutoCAD release 2010, ICPR, Microsoft Office 365 2016, and Adobe Reader 10.

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.
EFFECTIVE DATE/ TERM / TERMINATION

7.1. The Effective Date of this Agreement is the date on which this Agreement is signed by both parties.

7.2. The term of this Agreement shall begin on the Effective Date and continue through the completion of the Master Site Plan and Design project, in accordance with **Exhibit A**, or through such other time as the parties may agree through an Amendment to this Agreement. Consultant's services shall be deemed complete when Consultant provides all products or services contained in the Scope of Work, **Exhibit A**, and required under this Agreement or any amendment hereto, and County accepts such services and products as satisfactory, unless otherwise terminated in accordance herewith.

7.3. 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.

7.4. 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.

7.5. 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: Coastal Engineering
Consultants, Inc.

County: Purchasing Division

Name: Michael Poff, P.E.
President
Address: 3106 S. Horseshoe Drive
Naples, FL 34104

Name: Kimberly A. Corbett
Sr. Division Mgr.
Address: 18500 Murdock Circle, Ste. 344
Port Charlotte, FL 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 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 insure 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 CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'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.

ARTICLE 17.
EMPLOYEE RESTRICTIONS

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

17.2. The Consultant shall incorporate the terms of paragraphs 17.1 into all contracts with any subconsultants or subcontractors.

ARTICLE 18.
SCRUTINIZED VENDORS

18.1. Pursuant to Section 287.135(3)(b) of the Florida Statutes, Charlotte County may, at its sole option, terminate any Agreement in any amount 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused the execution of these premises as of the date and year below written.

WITNESSES:

Signed By: Karen Taylor

Print Name: Karen Taylor

Date: 1/30/20

Signed By: Tia R Davis

Print Name: Tia R Davis

Date: 1/30/20

**COASTAL ENGINEERING
CONSULTANTS, INC.**

By: [Signature]
Michael Poff, P.E.

Title: President

Date: 1/30/20

ATTEST:

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

By: Michelle DiBuardino
Deputy Clerk

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

By: William G. Truex
William G. Truex, Chairman

Date: January 27, 2020



APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: Janette S. Knowlton
Janette S. Knowlton, County Attorney

LR 20-0102 [Signature]

Exhibit List:

Exhibit A – Scope of Work, Professional Fees, Project Schedule



EXHIBIT "A"

CECI Group Services
Coastal and Marine Engineering
Environmental and Geological Services
Land and Marine Survey and Mapping
Website: www.coastalengineering.com

A CECI GROUP COMPANY

December 23, 2019

Via email: Travis.Perdue@charlottecountyfl.gov

Travis Perdue
Project Manager
Charlotte County – Facilities Management
18500 Murdock Circle, Building D
Port Charlotte, Florida 33948

Re: Placida Boat Ramp Expansion Project
CEC File No. 19.323

Dear Travis:

INTRODUCTION

On behalf of the Coastal Engineering Consultants, Inc. (CEC) Team, we are pleased to present to Charlotte County our proposal to assist the County with the master site planning and design services for the Placida West Boat Ramp Expansion Project. Our Team will provide the programming and planning, site analysis, schematic design, design development, permitting, construction document, and construction observation phase services. We are pleased to be teaming with the ADG Architecture, LLC and Banks Engineering, Inc. to provide architectural and civil engineering services, respectively.

PROJECT UNDERSTANDING

We understand the County desires to develop the 14-acre site 12560 Placida Road adjacent to the existing boat ramp park in phases including integrating the new park with the existing park. The Phase 1 primary improvements include but are not limited to the following elements:

- Entrance drive
- 75 shell and grass overflow parking spaces
- Asphalt ADA parking
- Parking meters with pavilions
- Pre-fabricated restroom with parking
- Boat wash-down area
- 2-lane boat ramp launch
- Boarding Piers
- ADA Kayak launch.

We also understand the County is pursuing the delivery method with a Construction Manager (CM) at Risk for Phase 1 development.

In developing the Master Site Plan, future phases may consider additional parking, additional boat ramp lanes, barge landing, and upland amenities.

SCOPE OF SERVICES

TASK 1. DATA COLLECTION

Project Initiation Meeting: Arrange, prepare for, and attend one meeting with County to discuss the Project goals, identify concerns and issues, obtain initial input, establish lines of communication and contact people, and identify stakeholders.

Existing Data Review: Contact permit agencies and other stakeholder groups to obtain and review existing data such as topography, bathymetry, boat counts, water quality, utilities, natural resources, environmental habitats, and derelict vessels.

Data Collection: Perform the following surveys within the Project area.

- Boundary survey.
- Tree survey.
- Infrastructure location survey.
- Shoreside facilities mapping including docks, boat ramp, bulkheads, seawalls, channels, boat slips, piers, and walkways.
- Detailed topographic and bathymetric survey.
- Environmental resource mapping including upland vegetation, wetlands, submerged or emergent vegetation, wetlands, oyster beds, and other resource habitats.

Existing Conditions Plan: Prepare a plan depicting the existing conditions of the uplands, waterway and shoreline including the following information.

- Property boundaries and approximate shoreline.
- Site infrastructure.
- Topographic and bathymetric data.
- Environmental and resource protection areas.
- Shoreline features, e.g., seawalls, revetments, canals, vegetation, exotics.
- Marine structures including boat ramp, docks, piers, pilings, etc....
- Signage and marking locations.

TASK 2. MASTER SITE PLAN

Marine Facilities Siting Element Analysis: Review and analyze existing published manatee data to document existing conditions and determine the baseline criteria including such things as water depth, submerged aquatic vegetation, manatee mortality/abundance figures, and manatee protection plans.

Phase 1 Concept Plan: Prepare two alternative concept plans for Phase 1 development. The concept plans will depict the boundary survey, allowable setbacks per County code, extent of flagged wetlands and other resource habitats, topography and bathymetry, available upland area for the proposed development, "project" facilities, utilities, entrance drive, signage, landscaping, parking, vehicular and pedestrian circulation, and conceptual stormwater management program. The concept plans will evaluate filling in the dead end canal and integration with the existing park, Prepare order of magnitude

construction budget (OMCB) for Phase 1 development. Review the Phase 1 Concept Plans with the County and CM to refine and select the preferred concept for Phase 1. Update the OMCB for Phase 1.

Master Site Plan: Prepare two alternative concept plans for future development. Future phases will evaluate additional boat ramp lanes, additional parking, barge landing, and upland amenities. Prepare OMCB for future development. Review the conceptual Master Site Plans and OMCB with the County and CM to refine and select the preferred Master Site Plan. Update the OMCB for future phases.

Stakeholder Meetings: Arrange, prepare for, and attend one meeting with County to obtain input, identify outstanding issues, and outline presentation for stakeholders. Arrange, prepare for, and attend two stakeholder meetings to present the Project goals, Phase 1 Concept Plan, and Master Site Plan, identify concerns and issues, and obtain stakeholder input. Prepare and distribute meeting minutes. Finalize the Phase 1 Concept Plan and Master Site Plan and their respective OMCB's per the input. Meet with the County to select the recommended plans.

TASK 3. PRELIMINARY DESIGN

Preliminary Design: Prepare the preliminary design of the Phase 1 primary improvements. Prepare and submit to the County draft Preliminary Design Plans consisting of cover page, existing conditions survey, Phase 1 site improvement plan, typical cross sections, details, and quantity take-offs. Develop a Preliminary Opinion of Probable Construction Cost based on a $\pm 20\%$ margin of error. Construction costs shall be broken down by feature. Review the draft deliverables with the County and CM to obtain their input and complete one round of edits to the Preliminary Design Plans. The Preliminary Plans will be of sufficient form for utilization in permitting the Project.

Value Engineering: Coordinate with the County and CM and apply industry knowledge to identify issues and constraints that may affect the Project's construction costs such as contractor availability and workload, construction access, material availability, mobilization, trucking costs, fuel costs, and site experience. Based on input and Consultant's experience, propose value engineering recommendations to be employed. Update the Preliminary Plans per the Value Engineering recommendations.

TASK 4. PERMITTING

Environmental Permit Applications: Based on the approved Preliminary Plans, prepare draft permit drawings on 8/12" x 11" format. Prepare technical materials for inclusion in the State and Federal Permit Applications including justification statement to document the need for the Project, maps and aerial photos, endangered species, water quality, and sea grasses (if necessary) protection plans during construction, NMFS Section 7 Checklist Form and USFWS Manatee Biological Evaluation, and adjacent property owners. Based on County's comments, finalize and submit the Permit Applications to the State and Federal agencies. The budget includes the Phase 1 primary improvements, and assumes no mitigation is required. An allowance is provided in subsequent tasks for additional improvements and to address natural resource impacts.

Permitting Processing: Monitor the progress of the Permit Applications with the regulatory agencies. Assist County in preparing and responding to the permit agencies' Requests for Additional Information

to answer questions and address their concerns. Coordinate receipt of needed jurisdictional, regulatory and operational approvals from the State and Federal agencies. Prepare for County a summary of the agency approvals listing the special permit conditions, responsible party, and time frame for implementation and construction for the Project.

County Site Development Approvals: Prepare permit application, support documents, drawings and specifications, and submit to County for approvals. Prepare a trip generation report based on the selected plan. If a full Traffic Impact Statement (TIS) analysis is needed, this service would be provided under Task 8. Assist County in preparing and responding to the inter-agency Requests for Additional Information to answer questions and address concerns. Assist County coordinate inter-agency Site Development Approval.

TASK 5. PHASE 1 FINAL DESIGN

Prepare construction plans to show the general scope, character, and extent of the work to be furnished and performed for Phase 1. The plans shall include existing conditions, horizontal and vertical control, survey baseline, construction access, staging areas, demolition, site plan, entrance drive, utilities, restroom, grading and drainage, parking (trailers, standard, ADA), signage and striping, landscaping, parking meters with pavilions, boat wash-down area, boat ramp, boarding piers, ADA Kayak launch, typical profiles and cross sections, construction details, quantity requirements, and environmental protection measures.

Prepare detailed construction specifications including description of work, special provisions, quantity estimates, schedule of values, and technical specifications describing the general scope, character, and extent of work to be furnished and performed. Develop a Final Opinion of Probable Construction Cost including a 10 percent contingency. Construction costs shall be broken down by project feature such as mobilization and demobilization, site preparation, demolition, and environmental protection.

Review drafts of the deliverables with the County and CM to obtain their input and complete one round of edits. Based on the review, prepare and submit to the County one reproducible engineering scaled set of final drawings along with one electronic copy of both CADD and PDF files, and one reproducible set of construction specifications along with one electronic copy of both Word and PDF files.

Assist the County and CM in coordinating the marine contractor bids. Develop qualifications for identifying and selecting responsible and responsive marine contractors. Attend meetings with the County, CM and potential marine contractors. Assist County and CM respond to Requests for Information to interpret, clarify or expand the Contract Documents. Assist County and CM in evaluating the bids. Render recommendation for award to the lowest responsible and responsive marine contractor.

TASK 6. PHASE 1 CONSTRUCTION

Arrange, prepare for, and attend one (1) pre-construction meeting with the County, CM, marine contractor, and appropriate stakeholders designated by the County Manager to discuss the Project construction; develop a Project schedule; review permits and Contract Documents; identify concerns and issues; and establish lines of communication, and contact people. Attend monthly construction meetings

with the County, CM, and marine contractor covering work progress and schedule, conformance to Contract Documents, and other relevant issues that need to be addressed. Record and distribute meeting minutes.

Consult with the County, CM, and marine contractor as reasonably required and necessary with regard to construction. Assist the County prepare required field changes, change orders, or contract modifications requested by marine contractor and submit to the County for approval. Provide CM and marine contractor with instructions issued by the County in addition to providing any necessary interpretations or clarifications of the Contract Documents requested by marine contractor. Make determinations on non-conforming and unauthorized work as authorized in the Contract Documents. Based upon construction observations and evaluations of data reflected in requests for payment, render recommendations concerning amounts owed.

Make visits to the site at intervals appropriate to the various stages of construction as deemed necessary in order to observe, as an experienced and qualified design professional, the progress and quality of the various aspects of the contractor's work. Based on information obtained during such visits and on such observations, endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and keep the County informed of the progress of the work.

Upon receiving written notice Phase 1 is substantially complete, conduct a one-time comprehensive review, develop a list of items needing completion or correction, forward said list to the CM and marine contractor. Provide recommendations to County concerning the acceptability of work done and the use of the Project. Upon receiving written notice from the County that Phase 1 is finally complete, perform final site observations in conjunction with the County, CM, and marine contractor. Assist the County in closing out the construction contract.

Prepare and submit to the County and State and Federal agencies the Project Certifications.

Budget is based on a 270-day construction window for the Phase 1 primary improvements.

TASK 7. PROJECT MEETINGS

In addition to the meetings listed in specific tasks, arrange, prepare for and attend routine Project meetings with the County and CM. The budget is based on monthly meetings for Tasks 1 through 5 and bi-weekly conference calls for Tasks 2, 3 and 5. Provide meeting minutes for milestone meetings.

TASK 8. DESIGN ALLOWANCES

It is anticipated additional work may be necessary for Project design including but not limited to data collection, preliminary design, and final design for Phase 1 improvements in addition to the primary improvements listed in the Project Understanding. Further, budgets to prepare a TIS to determine the traffic impacts of the proposed improvements, and if warranted, conduct the survey and design services to prepare complete turn lane plans, are included as allowances.

The County has requested CEC include an allowance to contract with a geotechnical testing company to conduct soil borings and tests in support of the boat ramp design and restroom foundation. The County has requested CEC include an allowance to contract with an architectural firm for a restroom building. All scopes of work under this task must be reviewed and approved by the County for the additional design work. The services will not exceed the authorized amount.

TASK 9. PERMITTING ALLOWANCE

Because of the complex nature of the work involving marine environments, it is anticipated additional work may be necessary for development of mitigation strategies to fill in the dead-end canal, achieve preferred boat ramp siting resulting in natural resource impacts, dredging the channels to obtain design plus overdredge depths. Further, the County may elect to have the Team include future phase improvements in the environmental permit process. Lastly, a Phase I Archaeological and Cultural Resource survey may be required. An allowance is recommended for these circumstances. All scopes of work under this task must be reviewed and approved by the County for the additional permitting work. The services will not exceed the authorized amount.

TASK 10. CONSTRUCTION ALLOWANCE

It is anticipated additional work may be necessary during the construction phase including but not limited to construction administration and support beyond the 270-day contract time, construction stake-out, as-built surveys, permit required environmental monitoring and reporting to permit agencies, permit required post-construction monitoring to document success of a mitigation plan. An allowance is recommended for these services. All scopes of work under this task must be reviewed and approved by the County for the additional permitting work. The services will not exceed the authorized amount.

Providing an Environmental Compliance Officer for dredging work is outside the scope of services and can be provided on a time and materials basis.

PROFESSIONAL FEES

Task	Task Description	Basis	Totals
1	Data Collection	Fixed Fee	\$39,510
2	Master Site Plan	Fixed Fee	\$45,150
3	Preliminary Design	Fixed Fee	\$76,810
4	Permitting	Fixed Fee	\$54,930
5	Phase 1 Final Design	Fixed Fee	\$69,830
6	Phase 1 Construction	Fixed Fee	\$61,370
7	Project Meetings	Fixed Fee	\$32,980
Basic Services Subtotal			\$380,580
8	Design Allowance	Requires County Approval	\$105,320
9	Permitting Allowance	Requires County Approval	\$65,080
10	Construction Allowance	Requires County Approval	\$47,360
Allowances Subtotal			\$217,760

Payment for services shall be made on a monthly basis on a percent complete basis. Fees for individual tasks shall not be exceeded. Permit fees are public noticing expenses are not included in the professional fees.

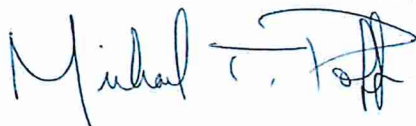
SCHEDULE

Task	Task Description	From Date of Notice to Proceed	Cumulative Number of Days *
1	Data Collection	60	60
2	Master Site Plan	90	150
3	Preliminary Design	90	240
4	Permitting	450	690
5	Phase 1 Final Design	90	780
6	Phase 1 Construction	270	1050
7	Project Meetings	780	780
8-10	Allowances	1050	1050

* Some Tasks may overlap

Please contact us if you have any questions. I can be reached at 239-643-2324 ext. 126 or by email at mpoff@cecifl.com.

Sincerely,
 COASTAL ENGINEERING CONSULTANTS, INC



Michael Poff, P.E.
 President