

CONTRACT NO. 2018000307
AGREEMENT BETWEEN CHARLOTTE COUNTY
and
SOUTHWEST ENGINEERING & DESIGN, INC.
for
SIDEWALK DESIGN – DORCHESTER STREET

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 SOUTHWEST ENGINEERING & DESIGN, INC., 660 Charlotte Street, Suite 8, Punta Gorda, Florida 33950 (hereinafter the "Consultant").

WITNESSETH

WHEREAS, the County has determined that it is necessary to retain a Consultant to provide professional design services for the Dorchester Street Sidewalk Design Project (hereinafter the "Project"); and

WHEREAS, the Consultant has reviewed RFP No. 2018000307 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 2018000307 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 Dorchester Street Sidewalk Design Project, as follows:

ARTICLE 1.
INCORPORATION OF DOCUMENTS

1.1. RFP No. 2018000307, issued by the County on March 27, 2018 and consisting of pages 1 through and including 19, and including the Dorchester Street Sidewalk Design Location Map; Addendum #1 to RFP 2018000307, issued by the County on April 18, 2018; and the Proposal submitted by Consultant dated May 2, 2018, all filed with the Clerk of the Circuit Court of Charlotte County, Minutes Division, as RFP No. 2018000307, 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 and Contract Pricing is attached hereto as **Exhibit A** and is specifically incorporated into and made a part of this Agreement. The Project Timeline is attached as **Exhibit B** and is 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 the Exhibits attached hereto;
- 2) RFP No. 2018000307, including Addendum #1;

3) The Proposal submitted by Consultant dated May 2, 2018.

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**, Task Fee 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 the Scope of Services in the times allowed for performance of the Project as set forth in **Exhibit B**, Project 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 One Hundred Fifty-Five Thousand Two Hundred Fifty-Five Dollars and no cents (\$155,255.00) 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 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 shall become the property of and shall be delivered to County without 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. It is anticipated that the software utilized will be run on windows based PC's and will consist of AutoCAD release 2010, ICPR, Microsoft Word 2010, Microsoft Excel 2010, Microsoft Project 2010, Microsoft PowerPoint 2010, 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.
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 B**. 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: Southwest Engineering * Design, Inc.

County: Purchasing Division

Name: Kevin H. Rainey
Project Manager

Name: Kimberly A. Corbett
Senior Division Manager

Address: 660 Charlotte Street, Suite 8
Punta Gorda, Florida 33950

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 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.
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 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.

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

WITNESSES:

**SOUTHWEST ENGINEERING & DESIGN,
INC.**

Signed By: Dennis P. Moore

Print Name: Dennis P. Moore

Date: 08-27-18

Signed By: Alisa L. True

Print Name: Alisa L. True

Date: 8-27-18

Signed by: Gary Bayne

Title: President

Date: 8-27-18

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

ATTEST:

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

By: Michelle S. Berardino
Deputy Clerk

By: Joseph Tiseo
for Kenneth W. Doherty, Chairman

Date: August 3, 2018

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: Janette S. Knowlton
Janette S. Knowlton, County Attorney
LR 18-0560 JS

Exhibit List:

Exhibit A – Scope of Services and Task Fee Summary

Exhibit B – Project Schedule

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SCOPE OF SERVICES

**For
Charlotte County Public Works
Design-Dorchester Street Sidewalks
Request For Proposal - File #2018000307**

**Prepared By:
Southwest Engineering and Design, Inc.**

August 6th, 2018

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A. PROJECT OVERVIEW

PROJECT DESCRIPTION AND LIMITS

The work tasks will include the design of a new 6 foot sidewalk on the south side of Bachmann Boulevard from Atwater Street to Dorchester Street, on the east side of Dorchester Street from Bachmann Boulevard to Yancy Street, and the west side of Yancy Street from Dorchester Street to Midway Boulevard. This project design will include all services necessary to design, permit, and administer the construction of the sidewalk.

PROFESSIONAL GUIDELINES

All work tasks will be supervised by a State of Florida Registered Professional Engineer as defined in Florida Statute Title XXXII, Chapter 471. The CONSULTANT will designate a Project Manager to oversee the project work and communicate with the COUNTY'S designated Project Manager.

DESIGN GUIDELINES

All plans and designs are to be prepared with English values in accordance with the latest editions of the following specifications, manuals and/or guidelines unless otherwise noted:

1. Charlotte County Public Works Standards.
2. Charlotte County Utilities Engineering Services Minimum Drawing and Submittal Requirements for Water and Wastewater; Standard Specifications; Standard Details; Acceptable Materials List; Cross Connection Control Manual.
3. Southwest Florida Water Management District (SWFWMD), Environmental Resource Permitting Information Manual.
4. Manual of Uniform Minimum Standards for Design, Construction, Maintenance of Streets and Highways, Florida Department of Transportation (FDOT).
5. FDOT Plans Preparation Manual.
6. FDOT Roadway Traffic and Design Standards, Latest Edition.
7. FDOT Basis of Estimates Handbook.
8. FDOT Structures Manual.
9. FDOT Soils and Foundations Manual.
10. FDOT Drainage Manual.
11. Americans with Disabilities Act

PERMIT REQUIREMENTS

The CONSULTANT will prepare and submit permit applications and construction

documents for jurisdictional agency review and approval. The CONSULTANT will pay permit fees up to \$3,000.00 (three thousand dollars). In the event the permit application fees are greater than \$3,000.00 the CONSULTANT will request a check from the COUNTY at least 45 calendar days prior to submission. Permit submissions will be required for, but may not be limited to, the following agencies for this project:

- | | | |
|----|----------------------|------------------------------------|
| 1. | Water Lines | CCUD, FDEP |
| 2. | Wastewater | CCUD, FDEP |
| 3. | Right-of-Way-Roadway | Charlotte County Public Works |
| 4. | Right-of-Way-Utility | Charlotte County Public Works |
| 5. | ERP | SWFWMD / FDEP (Self Certification) |

B. DELIVERABLES SUMMARY

DELIVERABLE FORMATS

The execution of the project will be performed with the use of the following software:

1. AutoCAD – Plan Production
2. AutoCAD Civil 3d – Roadway Design (Sidewalks)
3. Microsoft Word – Word Processing
4. Microsoft Excel – Spreadsheet Calculations
5. Microsoft Project – Scheduling
6. Advanced Interconnected Pond Routing – Storm Water Design (if required)

Plans will be prepared on 11"x17" sized paper with scale as follows unless otherwise noted:

- | | | |
|----|-------------------|------------------------------------|
| 1. | Typical Sections | 1"=4' Horizontal, 1"=2' Vertical |
| 2. | Project Layout | 1"=200' Horizontal |
| 3. | Plan | 1"=40' Horizontal |
| 4. | Plan and Profiles | 1"=40' Horizontal, 1"=4' Vertical |
| 5. | Cross Sections | 1"=20' Horizontal, 1"=10' Vertical |

Horizontal data will be referenced to the State plane coordinate system, Florida West Zone, North American Datum of 1983/1990(NAD83). Vertical data will be based on National American Vertical Datum of 1988 (NAVD).

C. WORK TASK DESCRIPTIONS

TASK 1.00 PROJECT COMMON TASKS

The CONSULTANT will provide a Project Manager and staff to administer the professional services, general administration and coordination of the project. These work tasks include the following:

Task 1.01 PROJECT MANAGER

The CONSULTANT will designate a Project Manager for administration and coordination of the project with the COUNTY. The Project Manager will be responsible for the execution of directives from the COUNTY, and will render written responses to requests for information. The Project Manager will submit deliverables and required progress reports to the COUNTY Public Works Department designated Project Manager, together with any supporting documentation and an invoice for the previous month's completed work. All clerical work is included under this work task.

The CONSULTANT will provide qualified staff responsible to coordinate all activities between the CONSULTANT and the sub consultants to ensure plan clarity and schedule adherence.

Task 1.02 MEETINGS

The CONSULTANT will attend an initial kick-off meeting and the scheduled progress meetings with the COUNTY. Meetings will include planning efforts and Preliminary Design Summary, Grades and Geometric Plan Set (30%), Basic Plan Set (60%), Detail Plan Set (90%) and the Final Plan Set (100%). The CONSULTANT will also meet with jurisdictional

agencies and utility owners throughout the design process. This work task includes meetings with the following agencies and/or utilities:

- | | |
|------------------------------------|-----------|
| 1. County – Progress Meetings | Three (3) |
| 2. Utility Coordination (Non- CCU) | One (1) |
| 3. SWFWMD | One (1) |

The CONSULTANT will prepare agendas and record minutes for all meetings.

Task 1.0 Deliverables:

Invoice support documentation

Copies of meeting minutes and or Sign-In-Sheet

TASK 2.00 ENGINEERING AND LAND SURVEYS

The CONSULTANT shall obtain or perform surveys as necessary to prepare a base map of the sidewalk corridor utilizing the following tasks:

Task 2.01 Control and Topographic Survey

Horizontal and vertical control will be established according to the following:

- a) Establish right of way limits based on ties to adjacent subdivision control points and ties to governmental one-quarter section corners.
- b) Establish and reference horizontal and vertical survey control points along the project route at a maximum of 1000' intervals.

Consultant shall perform such field and office survey services as may be required to provide all topographic and horizontal control information for the design of the sidewalk. The extent of the survey will be from centerline to the R/W of the determined side of the road. The results of this survey are to be provided in the construction plans. Services shall include, but not limited to:

- Cross-section of the sidewalk project at an interval to accurately determine longitudinal grades (50 foot generally), drainage patterns (off-site and side-yard) and connectivity of driveways and other existing features.
- Topographic information for this sidewalk project will be in Horizontal data and referenced to the State plane coordinate system, Florida West Zone, North American Datum of 1983/1990(NAD83). Vertical data will be based on National American Vertical Datum of 1988 (NAVD).
- Locating and referencing property lines, right-of-way lines, easements of record and other control lines; adjacent to the sidewalk.
- Location of visible, above ground, improvements and/or utilities.
- Establish benchmarks at 1,000 foot intervals.
- Utilities shall be called in to Florida SUNSHINE (Phone 811) to facilitate an open ticket to have field marked existing utilities of the various (public and private) agencies. These locates will be field surveyed, collected and reflected in the existing conditions plan sheet.

Task 2.0 Deliverables:

1 set of 11 x 17 Signed & Sealed Specific Purpose Survey – Control and Topographic
 1 pdf 11 x 17 Format Signed & Sealed Specific Purpose Survey – Control and Topographic

TASK 3.00 PRELIMINARY DESIGN (30%)

The CONSULTANT will prepare preliminary design alternatives working towards a recommended conceptual plan. The alternatives will address the features pertaining to typical sections, environmental impacts. Work tasks to be performed are as follows:

Task 3.01 Grades and Geometrics (30%)

The CONSULTANT shall depict existing topographical features, existing right-of-way and easement lines and shall contain the following:

- a) Plan and profile Sheets.
- b) Existing right-of-way
- c) Existing project cross section sheets (100' intervals) including cross sections at all roadway intersections and selected entrances.
- d) Existing Charlotte County Utilities
- e) Existing above ground utility locates
- f) Proposed typical section(s).
- g) Proposed Horizontal alignment
- h) Proposed swale alignment (Horizontal Only)
- i) Proposed preliminary additional easements (if required).

Task 3.01 Deliverables:

2 sets 11 x 17 - Grades and Geometrics 30% Plans

1 pdf 11 x 17 Format - Grades and Geometrics 30% Plans

Task 3.02 Utility Notification

Upon completion of the Grades and Geometrics (30%) plans review, the CONSULTANT will transmit a copy to the utility companies requesting their submittal of a marked-up plan of their existing facilities, either by as-builts or field location, along with their comments and new facilities and proposed relocations relative to the proposed project.

Task 3.02 Deliverables:

Copies of correspondence to the Utility Companies

TASK 4.00 BASIC PLANS (60%)

Upon completion and approval of the Preliminary Design 30% Plans, the CONSULTANT will proceed with developing construction plans and permit applications.

The Sidewalk project shall include: plotting of survey data; establishment of profile grades; preparation of key map, plan-profile sheets (including geometric calculations),

typical section sheets, cross-section sheets, and site, drainage and utility details sheets necessary to convey the intent of the design.

Task 4.01 The CONSULTANT shall use the approved Preliminary Design Plans (30%) to establish the Basic Plan Set (60%) which shall contain the following:

- a) Plan and profile Sheets.
- b) Existing project cross section sheets (100' intervals) including cross sections at all roadway intersections and selected entrances
- c) Existing Utilities
- d) Vertical and Horizontal Alignments
- e) Preliminary Proposed Utilities Adjustments (if required)
- f) Proposed typical section(s).
- g) Proposed Signing and Marking on Plan Profile Sheets
- h) Proposed preliminary additional easements (if required).

Task 4.0 Deliverables:

1 set 22 x 34 – Basic Plans

1 pdf 22 x 34 Format Basic Plans

1 pdf 11 x 17 Format Basic Plans

TASK 5.00 PERMITS

The CONSULTANT will prepare permit applications, data and drawings required for submittal by the COUNTY to all local, state and federal agencies having permit jurisdiction.

The COUNTY shall review the permit applications and shall have a representative at all conferences between the CONSULTANT and the permitting agency and shall be copied on all correspondence between the CONSULTANT and the permitting agencies.

The CONSULTANT will be responsible for paying all related permitting fees as described in Section A – Permitting Requirements.

The Coordination and Permitting process will be as follows:

Task 5.01 Permit Applications

Permit application forms including required design information and data shall be completed by the CONSULTANT and submitted to the COUNTY for its approval and appropriate signature. The CONSULTANT shall then submit the Permit Application to the appropriate agencies after COUNTY approval of the Basic Plans (60%).

Task 5.01 Permit Revisions

The CONSULTANT shall respond to agency review comments, revise applications and basic plans, final right-of-way plans including legal descriptions and parcel sketches and submit additional material required to support the proposed design if required, and coordinate with the COUNTY and permitting agencies to obtain approval of the permits. Requirements of permitting agencies shall be incorporated into final contract documents.

Task 5.0 Deliverables:

Copies of Correspondence, Applications, and Construction Plans to all agencies

TASK 6.00 DETAIL PLANS (90%)

Upon completion and approval of the Basic Design Plans (60%), the CONSULTANT will proceed with finalizing the construction plans and responding to all permit's request for additional information.

The Sidewalk project shall include: plotting of survey data; establishment of profile grades; preparation of key map, plan-profile sheets (including geometric calculations), typical section sheets, cross-section sheets, and site, drainage and utility details sheets necessary to convey the intent of the Final Design.

Task 6.01 Detail Plans (90%)

The 90% plans shall be complete construction plans, including a Conceptual Maintenance of Traffic for the contractor to use at his discretion, utility adjustments, cross-sections, drainage details and utility details. Reports and calculations required to document design decisions reached during the development of plans shall be submitted along with the plans.

Task 6.0 Deliverables:

1 set 22 x 34 – Detail Plans

1 pdf 22 x 34 Format Detail Plans

1 pdf 11 x 17 Format Detail Plans

TASK 7.00 UTILITY ADJUSTMENT PLANS

The requirements of the various utility services shall be recognized and properly coordinated by the CONSULTANT during the project design. The CONSULTANT will provide to the COUNTY such representation and technical assistance as may be necessary for coordination with utility owners or other-public agencies. The required utility adjustments will be designed by each utility and provided by the affected utilities (water, sewer, power, gas, electrical, telephone, cablevision, etc.) on prints of sidewalk plans provided to the utility by the CONSULTANT after the basic plan review. Conflicts resulting from inaccurate information provided by the utility companies are not the responsibility of the CONSULTANT.

The CONSULTANT will provide plan information to the respective utility owner(s) as noted below. The CONSULTANT will notify the COUNTY in writing in the event that no response is received from the utility owner within thirty (30) days of each respective plan submission.

Work under this task shall include the following:

Task 7.01 Utility Coordination – Charlotte County Utilities

The CONSULTANT shall, send Basic Plans (60%) to Charlotte County Utilities for their review requesting them to return plans showing additions or corrections to existing facilities and their proposed relocations where adjustments are necessary. The CONSULTANT is aware that there are existing utilities on the west side of Dorchester Boulevard and Yancy Street. The CONSULTANT shall design the adjustments for the Charlotte County Utilities of all like kind pipes within the project alignment and any pipe that needs to be designed and upsized due to this proposed project shall be at the expense of the Charlotte County Utilities to reimburse the CONSULTANT.

Task 7.02 Utility Coordination (NON-Charlotte County Utilities)

The CONSULTANT shall send Basic Plans (60%) to each utility company for their review requesting them to return plans showing additions or corrections to existing facilities and their proposed relocations where adjustments are necessary.

Task 7.03 Final Utility Adjustment Plans

Upon receipt of plans reviewed and signed off by the utilities additions and/or corrections will be made to the sidewalk plans. Utility adjustments provided by the utilities will be shown in the CONSULTANT's Detail Plans submittal. The 90% plan will show the existing and proposed location of the utilities provided to the CONSULTANT by the utility company.

Task 7.0 Deliverables:

Copies of all correspondence to or from all utilities shall be supplied by the CONSULTANT to the COUNTY.

All Utility Adjustments will be shown in the 60%, 90%, and 100% Design Plans.

Task 8.00 Legal Descriptions

The CONSULTANT will provide legal descriptions and surveys of each parent tract, acquisition parcel and remainder required for right-of-way, drainage easement, construction easement, mitigation or combination thereof. The fee includes a one-time staking of the physical right-of-way taking when requested by the COUNTY.

Task 8.0 Deliverables:

Signed & Sealed Surveys – Legal Descriptions and Sketches

TASK 9.00 FINAL CONSTRUCTION PLANS (100%), BIDDING AND CONTRACT DOCUMENTS

Once the final plans have been approved by the COUNTY, the CONSULTANT will provide a final schedule of values and technical specifications to the COUNTY. This task will include the following:

Task 9.01 Final Construction Plans (100%)

The CONSULTANT will provide final construction plans consisting of the following items:

- a) Sidewalk Design Plans.
- b) Utility Plan Adjustments.
- c) Conceptual Maintenance of Traffic

Task 9.02 Engineer's Schedule of Values

The CONSULTANT will provide a final schedule of values detailing each pay item as to cost and quantity. The cost summary will be formatted to COUNTY standards for their use in the bid solicitation process.

Task 9.03 Technical Specifications

The CONSULTANT will provide a summary list of technical specifications noted in the construction plan set. The technical specifications will call out the use of standard FDOT and Charlotte County Utilities specifications and standards along with any modification to the standard specifications.

Task 9.0 Deliverables:

- 2 set 22 x 34 - Design Plans – signed and sealed
- 2 set 11 x 17 - Design Plans – signed and sealed
- 1 pdf 22 x 34 Format Design Plans
- 1 pdf 11 x 17 Format Design Plans
- Schedule of Values
- Technical Specifications

TASK 10.00 ADVISORY SERVICES DURING BIDDING and CONSTRUCTION SERVICES

After approval of construction plans and bidding documents by the County, the consultant shall perform the following services:

Task 10.01 Pre-Bid and Pre-Construction Meetings

Attend and participate with the County in conducting a Pre-Bid Meeting and Pre-Construction Meeting. Also, any required response from the Engineer of Record from RFI's during the bidding and procurement phase.

Task 10.02 Shop Drawings

Consultant will do a full shop drawing review for conformance with the design concept of the project and compliance with the contract documents. Also determine the acceptability, subject to County or other utility agency approval, of substitute materials and equipment proposed by

contractors. In regards to CCUD, there is an acceptable products list from acceptable suppliers. Consultant will confirm the material submittals will be in compliance to this list. Deliverable will be in electronic PDF format to the County Project Manager.

Task 10.03 Project Completion and Record Drawings

Provide certification of substantial completion as required by project permits including Charlotte County Public Works, Charlotte County Utility Department, and the Southwest Water Management District. As-Built drawings will be supplied by the Contractor and signed and sealed by the appropriate service provider. CONSULTANT will be responsible for assembling and applying for SWFWMD Transfer of Operations (Record Drawings) and Charlotte County Public Works, Charlotte County Utility Department close-out documentation.

Task 10.04 Record Drawings Charlotte County Utilities Department

Upon receiving completed of an approved As-Builts from the contractor the CONSULTANT will be responsible for assembling and submitting the Record Drawings to Charlotte County Utility Department for close-out documentation.

Task 10.0 Deliverables:

Correspondence as requested
Pre Bid and Pre-Construction Meeting Sign-In Sheet
Shop Drawings Correspondence
Record Drawing Submittal to Agencies

Task 11.0 Miscellaneous Engineering Services

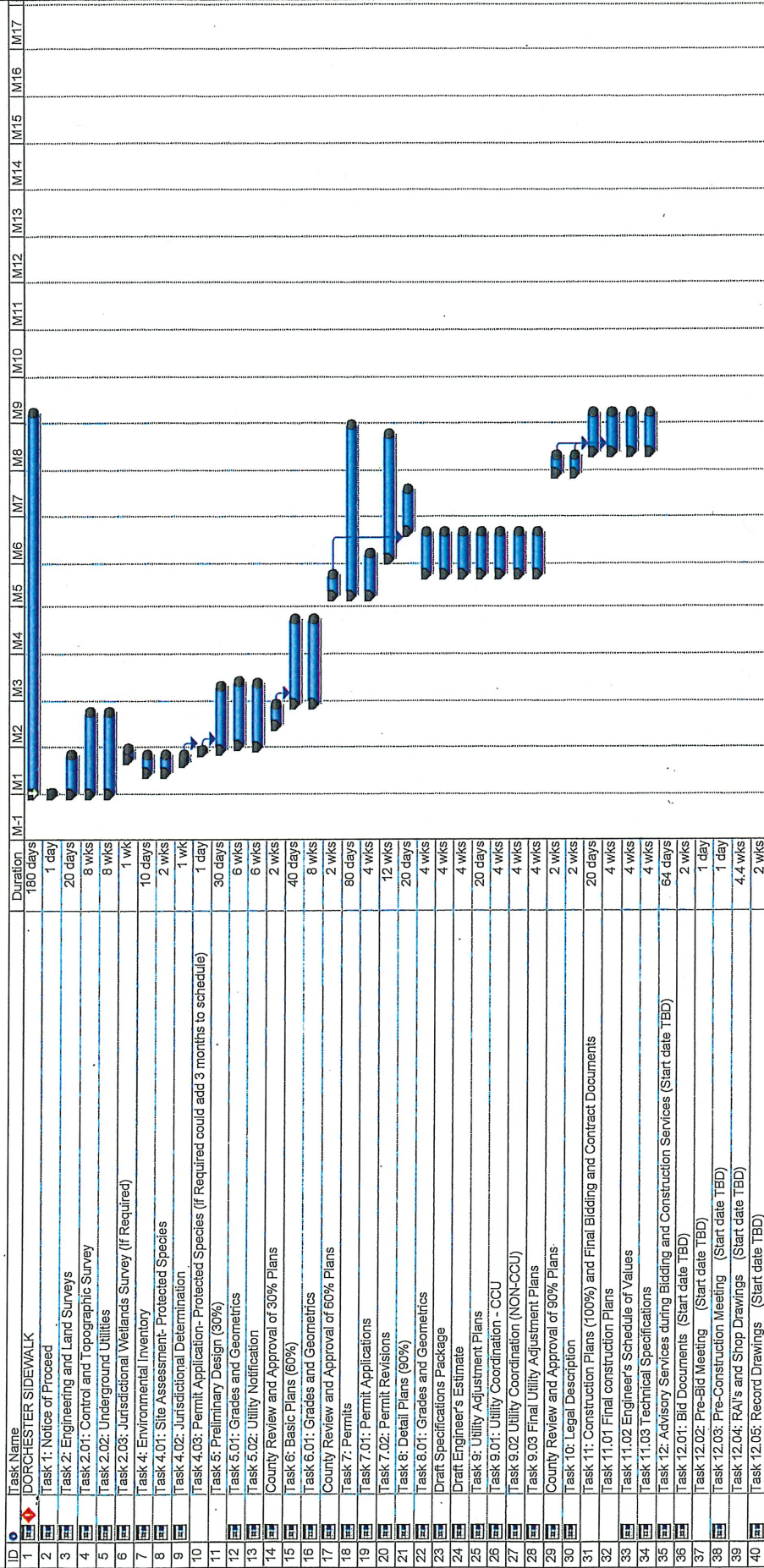
Only upon request from the County PM, CONSULTANT will perform miscellaneous engineering services related to the project not anticipated in the above Scope of Services. These will be invoiced by time and material, not to exceed.

D. Task Fee Summary

| Task Description | Basis of Payment | Total |
|--|-----------------------|---------------------|
| Task 1 - Admin and Meetings | Not -to-Exceed | \$4,500.00 |
| Task 2 - Engineering and Land Survey | Not -to-Exceed | \$19,920.00 |
| Task 3 - Preliminary Design (30%) | Not -to-Exceed | \$27,075.00 |
| Task 4 - Basic Plans (60%) | Not -to-Exceed | \$37,800.00 |
| Task 5 - Permits | Not -to-Exceed | \$11,420.00 |
| Task 5a – Permit Fees | T&M, Not-to-Exceed | \$3,000.00 |
| Task 6 - Detail Plans (90%) | Not -to-Exceed | \$20,610.00 |
| Task 7 - Utility Adjustment Plans | Not -to-Exceed | \$2,490.00 |
| Task 8 - Legal Descriptions | Each (12) | \$5,380.00 |
| Task 9 - Final Construction Plans (100%), Bidding And Contract Documents | Not -to-Exceed | \$10,160.00 |
| Task 10 - Advisory Services During Bidding and Construction Services | Not -to-Exceed | \$7,900.00 |
| Task 11 – Miscellaneous Engineering Services | T & M, Not -to-Exceed | \$5,000.00 |
| | Total | \$155,255.00 |

Exhibit "B"

DORCHESTER SIDEWALK



Project: dorchester sidewalk oct
Date: Tue 8/2/18

Task
Split

Progress
Milestone

Summary
Project Summary

External Tasks
External Milestone

Deadline

[DESIGN AND PERMITTING ANTICIPATED DURATION 8MONTHS]