



PURCHASING DIVISION

Charlotte County Administration Center
18500 Murdock Circle, Suite 344
Port Charlotte, Florida 33948-1094

Phone 941.743.1378
Fax 941.743.1384

TO: PROSPECTIVE PROPOSERS

DATE: OCTOBER 13, 2025

RE: ADDENDUM #3, RFP NO. 20250718, DESIGN – LIVE OAK POINT PARK PHASE 2

PROPOSAL DUE DATE: 3:00 p.m. (EST), OCTOBER 15, 2025

Firms are hereby notified that this addendum shall be made a part of the above-named proposal and contract documents. The following are issued to revise/clarify the proposal and contract documents, and these items shall have the same force and effect as the original proposal and contract documents. Proposals to be submitted on the above-specified date at Purchasing shall conform to the revisions and clarifications as listed herein.

ITEM # 1 QUESTIONS/ANSWERS

Q1: On the consultant evaluation form, Section VI. Present Examples of Recently Accomplished Work, A.4. references seawalls. Is that a typo?

A1: Yes, this is. In Section VI, on page 19, Item A. 4. Project delivering seawalls, please strikethrough ~~seawalls~~ and correct/change to Marine/Seawall/Civil, Coastal Engineering and Structural projects.

This addendum is binding and is to be considered as if contained within the original proposal documents of RFP No. 20250718. Firms are required to acknowledge receipt of this addendum on their proposal forms.

Alisa True for

Kimberly A. Corbett, C.P.M., CPPB
Senior Division Manager - Purchasing

KAC/rm

cc: Professional Services Committee
Clerk
File



PURCHASING DIVISION

Charlotte County Administration Center
18500 Murdock Circle, Suite 344
Port Charlotte, Florida 33948-1094

Phone 941.743.1378
Fax 941.743.1384

TO: PROSPECTIVE PROPOSERS

DATE: October 8, 2025

RE: ADDENDUM #2, RFP NO. 20250718, DESIGN – LIVE OAK POINT PARK PHASE 2

PROPOSAL DUE DATE: 3:00 p.m. (EST), OCTOBER 15, 2025

Firms are hereby notified that this addendum shall be made a part of the above-named proposal and contract documents. The following are issued to revise/clarify the proposal and contract documents, and these items shall have the same force and effect as the original proposal and contract documents. Proposals to be submitted on the above-specified date at Purchasing shall conform to the revisions and clarifications as listed herein.

ITEM # 1 QUESTIONS/ANSWERS

Q1: Does the County have a general layout plan of the proposed additions to the park (17,500sf boardwalks, T-dock fishing pier, water taxi pier, etc.)? If so, can this be shared?

A1: These are not additions. They are repairs and/or replacements depending on the approach. These were existing amenities that were destroyed in Hurricane Milton and have been deemed a total loss. Part of the scope requires an assessment of repair alternatives that could include "like for like" or a more resilient solution. Plans of what was existing are attached.

Q2: Can the County offer any additional information or details on the proposed park features? This would include site lighting, landscaping, water fountains/pavilions, etc.

A2: Those items are not included in this scope.

Q3: Will water, fire, and electrical be required on the boardwalks, fishing pier, and taxi pier?

A3: Electrical for lighting is part of the project scope. Water is not. Fire suppression may be required depending on design approach. The previous design did not because it was predominantly a concrete structure.

Q4: Would the County be willing to extend the due date for this project?

A4: This due date will not be extended.

This addendum is binding and is to be considered as if contained within the original proposal documents of RFP No. 20250718. Firms are required to acknowledge receipt of this addendum on their proposal forms.

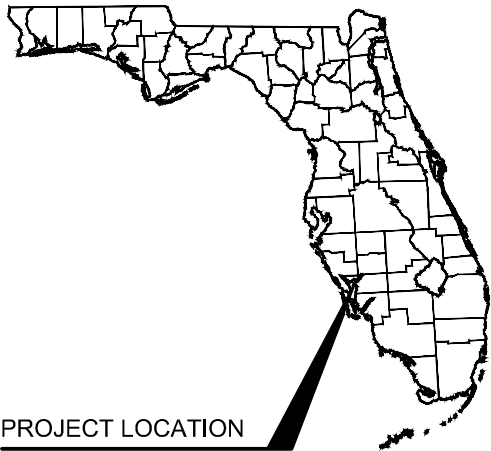
Alisa True for

Kimberly A. Corbett, C.P.M., CPPB
Senior Division Manager - Purchasing

KAC/rm

cc: Professional Services Committee
Clerk
File

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PROJECT LOCATION

LIST OF CONTACTS

STORMWATER

CHARLOTTE COUNTY PUBLIC WORKS
ENGINEERING DIVISION
410 TAYLOR STREET
PUNTA GORDA, FL 33950
PHONE: 941-575-3657

PLANNING/ZONING

CHARLOTTE COUNTY GROWTH MANAGEMENT
CHARLOTTE COUNTY ADMINISTRATIVE COMPLEX
18500 MURDOCK CIRCLE, BUILDING B
PORT CHARLOTTE, FL 33948
MAIN NUMBER: 941-764-4903

TRANSPORTATION

FLORIDA DEPARTMENT OF TRANSPORTATION
2981 N.E. PINE ISLAND ROAD
CAPE CORAL, FLORIDA 33909
PHONE: 239-656-7807

WATER

CHARLOTTE HARBOR WATER ASSOCIATION INC.
2515 HIGHLANDS RD
PUNTA GORDA, FL 33983-3100
PHONE: 941-625-2288

SANITARY SEWER

CHARLOTTE COUNTY UTILITIES
25550 HARBOR VIEW RD, UNIT 1
PORT CHARLOTTE, FL 33980
PHONE: 941-764-4300

ELECTRIC PROVIDER

FLORIDA POWER AND LIGHT
P.O. BOX 1119 CRE/AOW
SARASOTA, FLORIDA 34230-1119
PHONE: 941-316-6623

ELECTRIC TRANSMISSION

FLORIDA POWER AND LIGHT
700 UNIVERSE BLVD TS4/JW
JUNO BEACH, FLORIDA 33408
PHONE (561) 904-3693

GAS

TECO
5901 ENTERPRISE PARKWAY
FORT MYERS, FLORIDA 33905-5004
PHONE: 239-690-5517

PHONE PROVIDER

CENTURY LINK
1020 EL JOBEAN RD., SUITE A
PORT CHARLOTTE, FLORIDA 33948
PHONE: 941-629-9311

PROJECT TEAM

OWNER/DEVELOPER

CHARLOTTE HARBOR COMMUNITY REDEVELOPMENT AGENCY
DEBORAH FORESTER, AICP, MANAGER
18501 MURDOCK CIRCLE, SUITE 502
PORT CHARLOTTE, FL. 33948
PHONE: (941) 743-6241

SURVEYOR

B. GREGORY RIETH, P.S.M.
335 TAMiami TRAIL
PORT CHARLOTTE, FLORIDA, 33953
PHONE: (941) 624-4900
FAX (941) 497-6186

CIVIL ENGINEER

KIMLEY-HORN AND ASSOCIATES, INC.
2601 CATTLEMEN ROAD, SUITE 200
SARASOTA, FLORIDA, 34232
PHONE: 941-379-7600

LANDSCAPE ARCHITECT

KIMLEY-HORN AND ASSOCIATES, INC.
2601 CATTLEMEN ROAD, SUITE 200
SARASOTA, FLORIDA, 34232
PHONE: 941-379-7600

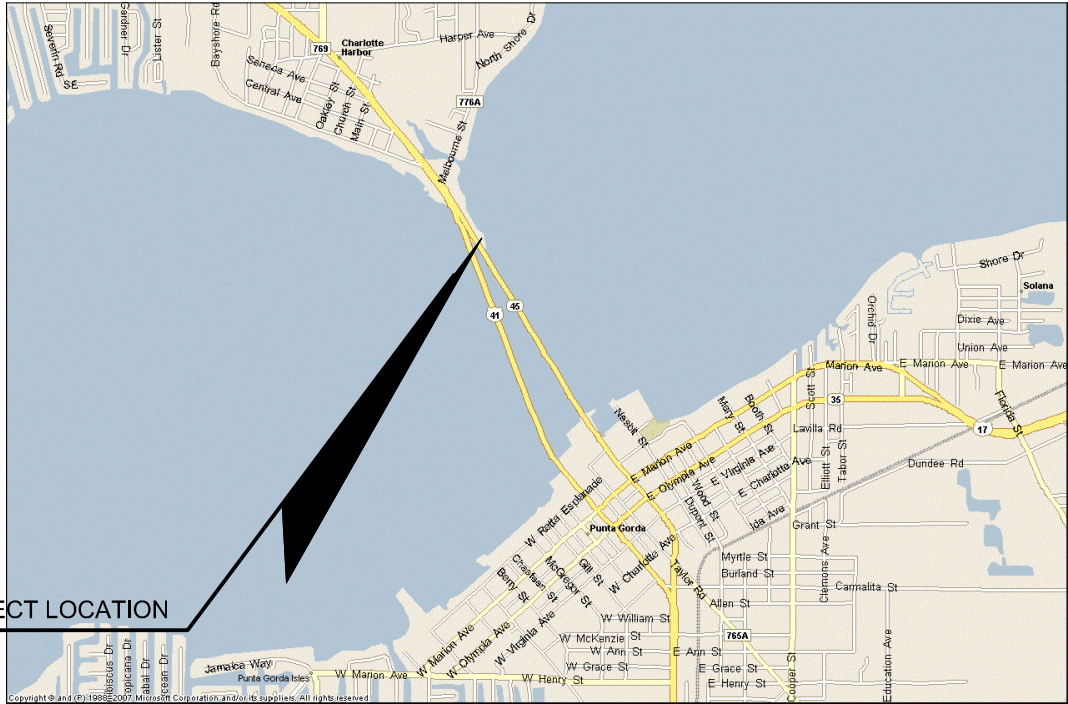
ENVIRONMENTAL CONSULTANT

KIMLEY-HORN AND ASSOCIATES, INC.
445 24TH ST, SUITE 200
VERO, FLORIDA, 32960
PHONE: 772-794-4100

GEOTECHNICAL CONSULTANT

UNIVERSAL ENGINEERING SCIENCES
5971 COUNTRY LAKES DR.
FT. MYERS, FLORIDA 33905
PHONE: 239-995-1997
FAX: 239-313-2347

PROJECT LOCATION



VICINITY MAP
N.T.S.

GOVERNING STANDARDS AND SPECIFICATIONS: FLORIDA DEPARTMENT OF TRANSPORTATION, DESIGN STANDARDS, DATED 2016, AND APPLICABLE SECTIONS, ARTICLES AND SUBARTICLES OF DIVISION I AND ALL DIVISION II & III OF THE FLORIDA DEPARTMENT OF TRANSPORTATION JULY 2016, STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, AS AMENDED BY CONTRACT DOCUMENTS.

FOR DESIGN STANDARDS CLICK ON THE "DESIGN STANDARDS" LINK
AT THE FOLLOWING WEB SITE: <http://www.dot.state.fl.us/rddesign/>

FOR THE STANDARDS SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION
CLICK ON THE "STANDARD SPECIFICATIONS" LINK
AT THE FOLLOWING WEB SITE: <http://www.dot.state.fl.us/programmanagement/>

CONSTRUCTION PLANS
FOR
HARBOR WALK PHASE 1B
FOR
CHARLOTTE HARBOR COMMUNITY DEVELOPMENT AGENCY
NOVEMBER, 2016
SR 45 SECTION 01010000
BETWEEN MILE POST 14.941 AND 15.248
FINANCIAL PROJECT I.D. 429820-1-58-01
FEDERAL FUNDS

BOARD OF COUNTY COMMISSIONERS
CHARLOTTE COUNTY ADMINISTRATION CENTER
18500 MURDOCK CIRCLE
PORT CHARLOTTE, FL. 33948
PH: 941-743-1300

COMMISSIONERS

KEN DOHERTY - DISTRICT 1
CHRISTOPHER CONSTANCE - DISTRICT 2
BILL TRUEX - DISTRICT 3
STEPHEN R. DEUTSCH - DISTRICT 4
TRICIA DUFFY - DISTRICT 5



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NOT FOR CONSTRUCTION

PETER VAN BUSKIRK, P.E.
STATE OF FLORIDA
PROFESSIONAL ENGINEER,
LICENSE NO. 38859
THIS ITEM HAS BEEN
ELECTRONICALLY SIGNED AND SEALED
BY PETER VAN BUSKIRK, P.E.
ON 11/11/2016 USING A SHA-1 AUTHENTICATION
CODE.

PRINTED COPIES OF THIS DOCUMENT ARE NOT
CONSIDERED SIGNED AND SEALED AND THE
SHA-1 AUTHENTICATION CODE MUST BE VERIFIED
ON ANY ELECTRONIC COPIES

PREPARED BY
Kimley»Horn

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1777 MAIN STREET, SUITE 200, SARASOTA, FL 34236
PHONE: 941-379-7600
WWW.KIMLEY-HORN.COM CA 00000696

Printed By: larry, Creation: Sheet Set: HarborWalk-Phase 1B, Layout: A-3, November 11, 2016, 12:33:02pm, K:\SAP-Civil\048392-009\Civil\CAD-Phase-1B\DrawSheet\A-3 SUMMARY OF PAY ITEMS.dwg
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SUMMARY OF PAY ITEMS			
GATEWAY HARBOR WALK PROJECT PHASE 1B			
ITEM	DESCRIPTION	UNITS	ESTIMATED QUANTITY
101 1	MOBILIZATION	LS	1
102 1	MOT	LS	1
104 10 3	SEDIMENT BARRIER	LF	593
104 11	FLOATING TURBIDITY BARRIER (NOTE 1)	LF	100
110 11	CLEARING AND GRUBBING (NOTE 2)	AC	0.30
455 34 2	PRESTRESSED CONCRETE PILING, 14" SQ.	LF	5904
455 143 22	TEST PILES - PRESTRESSED CONCRETE, 14" SQ.	LF	700
515 2 311	PEDESTRIAN/BICYCLE RAILING TYPE 1	LF	20
522 1	CONCRETE SIDEWALK, 4" THICK	SY	26
530 3 3	RIPRAP-BUBBLE, BANK AND SHORE	TN	20
530 3 4	RIPRAP-BUBBLE, F&I, DITCH LINING	TN	10
570 1 3	PERFORMANCE TURF	SY	100
700 1 11	SINGLE POST SIGN, F&I, LESS THAN 12 SF	EA	6
721 74 1	TRASH RECEPTACLE, PRE-FABRICATED WITH COVER AND CASE	EA	10
Custom 1	PRECAST PLANK AND BEAM BOARDWALK SYSTEM (NO RAILING) (NOTE 3)	SF	15063
Custom 2	WOODEN RAILING SYSTEM, F&I (NOTE 4)	LF	2593
Water Taxi Pier			
455 2 1	8" DIA. PT WOOD PILING, F&I	LF	120
455 34 2	PRESTRESSED CONCRETE PILING, 14" SQ.	LF	588
455 143 22	TEST PILES - PRESTRESSED CONCRETE, 14" SQ.	LF	100
Custom 1	PRECAST PLANK AND BEAM BOARDWALK SYSTEM (NO RAILING) (NOTE 3)	SF	1197
Custom 2	WOOD RAILING SYSTEM, F&I (NOTE 4)	LF	210
Custom 3	10" GALVANIZED CLEAT, F&I	EA	8
Custom 4	8" DIA PLASTIC PILE CAP, F&I	EA	4
Fishing Pier			
455 34 2	PRESTRESSED CONCRETE PILING, 14" SQ.	LF	672
455 143 22	TEST PILES - PRESTRESSED CONCRETE, 14" SQ.	LF	100
Custom 1	PRECAST PLANK AND BEAM BOARDWALK SYSTEM (NO RAILING) (NOTE 3)	SF	1411
Custom 2	WOOD RAILING SYSTEM, F&I (NOTE 4)	LF	248
U-Bridge 1 Substructure			
455 34 3	PRESTRESSED CONCRETE PILING, 18" SQ	LF	90
455 143 23	TEST PILES - PRESTRESSED CONCRETE, 18" SQ.	LF	100
400 2 5	CONC CLASS II, SUBSTRUCTURE	CY	7
415 1 5	REINF STEEL- SUBSTRUCTURE	LB	1050
U-Bridge 1 Superstructure			
Custom 5	PRESTRESSED CONCRETE U-BRIDGE 1	EA	1
Custom 2	WOOD RAILING SYSTEM, F&I (NOTE 4)	LF	139
400 147	COMPOSITE NEOPRENE PADS	CF	1
Custom 6	SHIPPING AND ERECTION OF BRIDGE 1 (NOTE 5)	LS	1

SUMMARY OF PAY ITEMS			
GATEWAY HARBOR WALK PROJECT PHASE 1B			
ITEM	DESCRIPTION	UNITS	ESTIMATED QUANTITY
U-Bridge 2 Substructure			
455 34 3	PRESTRESSED CONCRETE PILING, 18" SQ	LF	90
455 143 23	TEST PILES - PRESTRESSED CONCRETE, 18" SQ.	LF	100
400 2 5	CONC CLASS II, SUBSTRUCTURE	CY	7
415 1 5	REINF STEEL- SUBSTRUCTURE	LB	1050
U-Bridge 2 Superstructure			
Custom 7	PRESTRESSED CONCRETE U-BRIDGE 2	EA	1
Custom 3	WOOD RAILING SYSTEM	LF	118
400 147	COMPOSITE NEOPRENE PADS	CF	1
Custom 8	SHIPPING AND ERECTION OF BRIDGE 2 (NOTE 5)	LS	1
Lighting			
630 2 11	CONDUIT F&I, OPEN TRENCH	LF	110
630 2 15	CONDUIT F&I, BRIDGE MOUNT	LF	400
715 1 11	LIGHTING CONDUCTORS, F&I, INSUL, NO.10 OR<	LF	450
715 1 12	LIGHTING CONDUCTORS, F&I, INSUL, NO.8-6	LF	100
715 11 119	LUMINARE F&I SPECIAL, POST MOUNT (NOTE 6)	EA	34
Custom 9	LOW VOLTAGE TRANSFORMER, F&I	EA	2
Alternates			
ALT-1	42" STAINLESS STEEL CABLE RAILING WITH INTEGRAL LIGHT ON TOP RAIL, F&I (COST INCLUDES ALL LIGHTING SYSTEM REQUIREMENTS INCLUDING TRANSFORMERS, CONDUIT, CONDUCTORS, CONNECTION TO POWER SOURCE AND ALL MOUNTING HARDWARE.)	LF	2593
ALT-2	18" STAINLESS STEEL CABLE RAILING WITH INTEGRAL LIGHT ON TOP RAIL, F&I (COST INCLUDES ALL LIGHTING SYSTEM REQUIREMENTS INCLUDING TRANSFORMERS, CONDUIT, CONDUCTORS, CONNECTION TO POWER SOURCE AND ALL MOUNTING HARDWARE.)	LF	258

NOTES:

- IT IS ANTICIPATED THAT AMOUNT OF THE FLOATING TURBIDITY BARRIER WILL BE RELOCATED ALONG WITH THE PILE DRIVING ACTIVITIES.
- CLEARING AND GRUBBING INCLUDES REMOVAL OF PICKET RAILING, CONCRETE, AND STEEL OBSTRUCTIONS IN THE U-BRIDGE AREAS AND WHERE NOTED.
- PRECAST PLANK AND BEAM BOARDWALK INCLUDES ALL PRECAST CONCRETE PILE CAPS, PRECAST CONCRETE BEAMS, PRECAST CONCRETE PLANKS, AND ALL TIE DOWN HARDWARE.
- WOOD RAILING INCLUDES ALL HARDWARE AND CONNECTORS TO INSTALL.
- COST TO INCLUDE CLASS 5 FINISH.
- COST TO INCLUDE ALL HARDWARE REQUIRED TO INSTALL WATER PROOF LIGHT FIXTURE.

HARBOR WALK PHASE 1B

PREPARED FOR
CHARLOTTE HARBOR
COMMUNITY
DEVELOPMENT AGENCY

CHARLOTTE COUNTY
FLORIDA

SHEET NUMBER
A-3

100% PLANS

SUMMARY OF PAY
ITEMS

KHA PROJECT
048392.009

DATE
OCT., 2014

SCALE AS SHOWN

DESIGNED BY
KHA

DRAWN BY
KHA

CHECKED BY
KHA

LICENSED PROFESSIONAL
PETER VAN BUSKIRK, P.E.
STATE OF FLORIDA
PROFESSIONAL ENGINEER
LICENSE NO. 38897
THIRTEEN AND SEVENTEEN DATED
ON 11/11/2016 ISSUING A NEW AUTHORIZATION
CODE
PRINTED, COPIED, OR REPRODUCED WITHOUT
CONSENT OF KIMLEY-HORN AND ASSOCIATES, INC.
AUTHORIZATION CODE MUST BE OBTAINED BY ANY
LOCAL USER LICENSEE

Kimley»Horn

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1777 MAIN STREET, SUITE 200, SARASOTA, FL 34236
PHONE: 941-379-7600
WWW.KIMLEY-HORN.COM CA 00006896

1

ADD NOTE

11/24/15

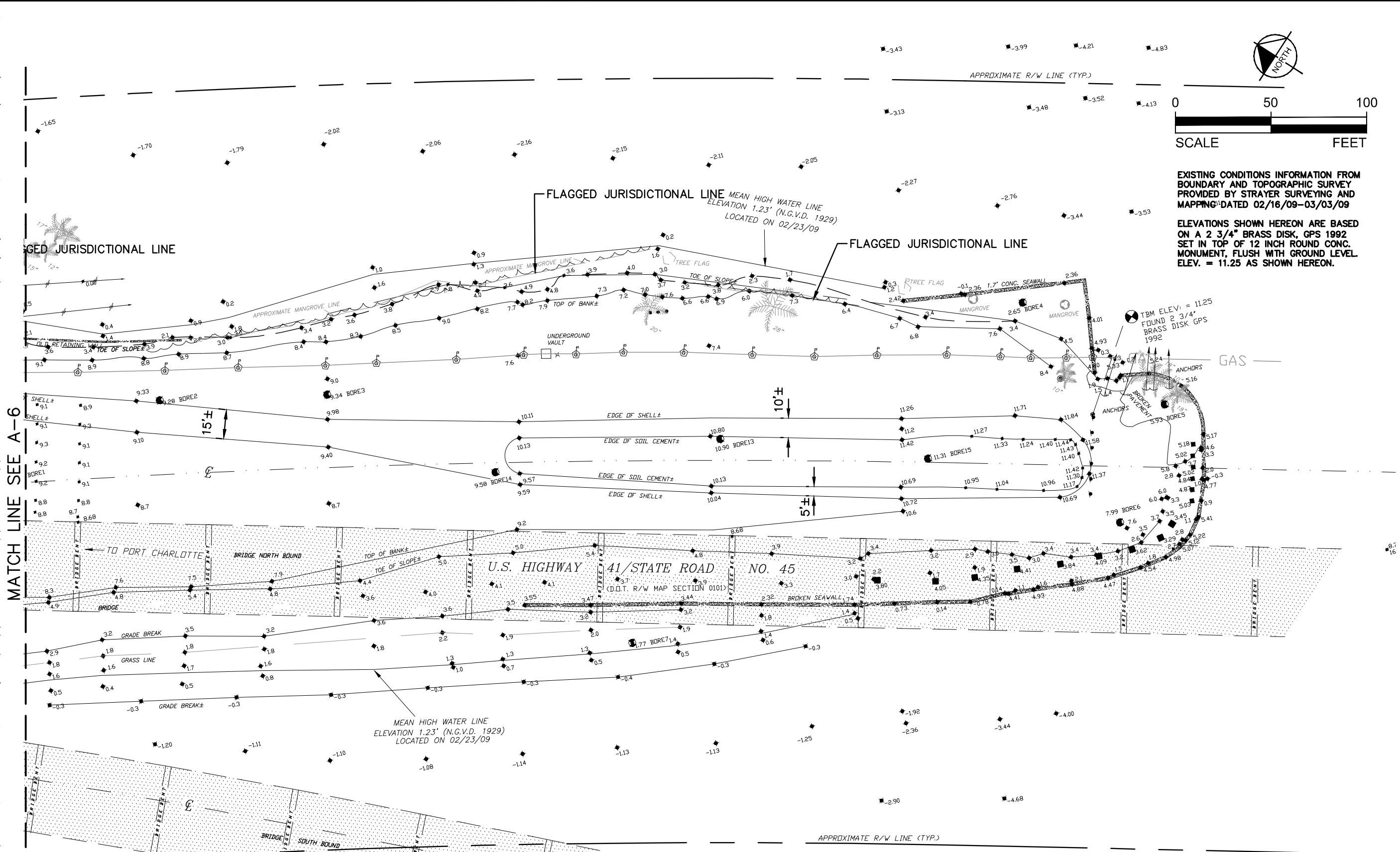
REVISIONS

DATE

BY

[illegible][illegible]

Project: Harbor Walk Phase 1B, Charlotte Harbor Community Development Agency, Charlotte County, Florida. Prepared by: Kimley-Horn and Associates, Inc. Date: 10/23/2014. Scale: As Shown. This document, together with the contract and design presented herein, is intended only for the specific purpose and client for which it was prepared. Release of and/or improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



EXISTING CONDITIONS INFORMATION FROM
BOUNDARY AND TOPOGRAPHIC SURVEY
PROVIDED BY STRAYER SURVEYING AND
MAPPING DATED 02/16/09-03/03/09

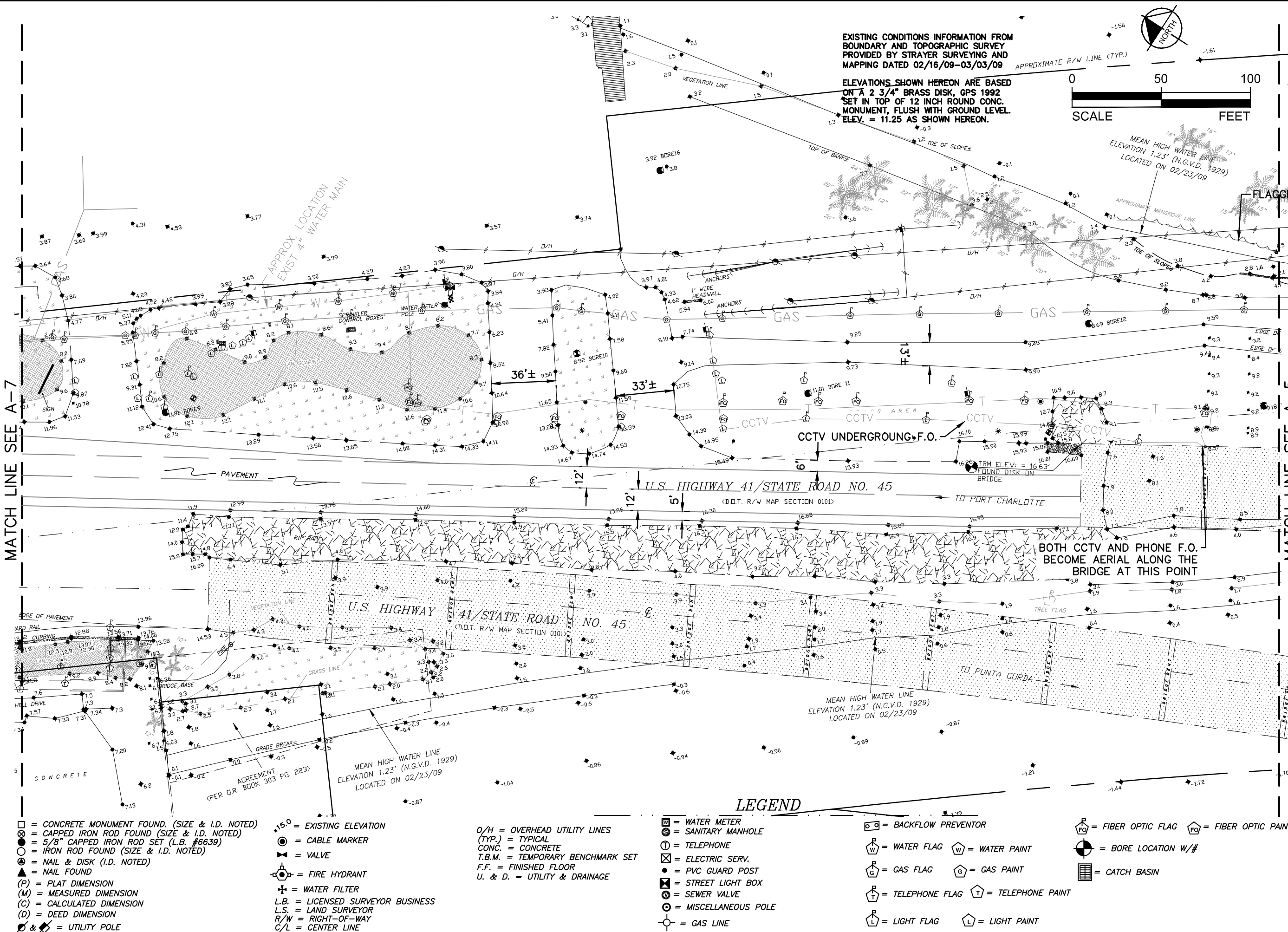
ELEVATIONS SHOWN HEREON ARE BASED
ON A 2 3/4" BRASS DISK, GPS 1992
SET IN TOP OF 12 INCH ROUND CONC.
MONUMENT, FLUSH WITH GROUND LEVEL
ELEV. = 11.25 AS SHOWN HEREON.

MATCH LINE SEE A-6

- LEGEND**
- | | | | | | | |
|--|-----------------------------------|----------------------------------|------------------------|------------------------|-----------------------|------------------------|
| □ = CONCRETE MONUMENT FOUND. (SIZE & I.D. NOTED) | 15.0 = EXISTING ELEVATION | O/H = OVERHEAD UTILITY LINES | W = WATER METER | □ = BACKFLOW PREVENTOR | FO = FIBER OPTIC FLAG | FO = FIBER OPTIC POINT |
| ⊗ = CAPPED IRON ROD FOUND (SIZE & I.D. NOTED) | ⊙ = CABLE MARKER | (TYP.) = TYPICAL | ⊙ = SANITARY MANHOLE | W = WATER FLAG | W = WATER PAINT | |
| ● = 5/8" CAPPED IRON ROD SET (L.B. #6639) | ⊕ = VALVE | CONC. = CONCRETE | ⊕ = TELEPHONE | G = GAS FLAG | G = GAS PAINT | |
| ○ = IRON ROD FOUND (SIZE & I.D. NOTED) | ⊕ = FIRE HYDRANT | T.B.M. = TEMPORARY BENCHMARK SET | ⊕ = ELECTRIC SERV. | T = TELEPHONE FLAG | T = TELEPHONE PAINT | |
| ⊕ = NAIL & DISK (I.D. NOTED) | ⊕ = WATER FILTER | F.F. = FINISHED FLOOR | ⊕ = STREET LIGHT BOX | L = LIGHT FLAG | L = LIGHT PAINT | |
| ▲ = NAIL FOUND | L.B. = LICENSED SURVEYOR BUSINESS | U. & D. = UTILITY & DRAINAGE | ⊕ = SEWER VALVE | | | |
| (P) = PLAT DIMENSION | L.S. = LAND SURVEYOR | | ⊕ = MISCELLANEOUS POLE | | | |
| (M) = MEASURED DIMENSION | R/W = RIGHT-OF-WAY | | ⊕ = GAS LINE | | | |
| (C) = CALCULATED DIMENSION | C/L = CENTER LINE | | | | | |
| (D) = DEED DIMENSION | | | | | | |
| ⊕ & ⊕ = UTILITY POLE | | | | | | |

KHA PROJECT 048392.009		DATE OCT., 2014		SCALE AS SHOWN		DESIGNED BY KHA		DRAWN BY KHA		CHECKED BY KHA	
EXISTING CONDITIONS PLAN											
HARBOR WALK PHASE 1B PREPARED FOR CHARLOTTE HARBOR COMMUNITY DEVELOPMENT AGENCY FLORIDA CHARLOTTE COUNTY											
SHEET NUMBER A-5 100% PLANS											
Kimley-Horn © 2014 KIMLEY-HORN AND ASSOCIATES, INC. 1777 MAIN STREET, SUITE 200, SARASOTA, FL 34236 PHONE: 941-379-7600 WWW.KIMLEY-HORN.COM CA 0000686											
REVISIONS No. DATE BY											

Printed By: KHA, Date: 11/24/15, Project: 048392.009, Title: EXISTING CONDITIONS PLAN, Harbor Walk Phase 1B, Charlotte Harbor Community Development Agency, Florida. This document, together with the contract and design presented herein, is intended only for the specific purpose and client for which it was prepared. Release of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



HARBOR WALK PHASE 1B

PREPARED FOR

CHARLOTTE HARBOR

COMMUNITY

DEVELOPMENT AGENCY

FLORIDA

SHEET NUMBER

A-6

100% PLANS

EXISTING

CONDITIONS PLAN

KHA PROJECT

048392.009

DATE

OCT., 2014

SCALE

AS SHOWN

DESIGNED BY

KHA

DRAWN BY

KHA

CHECKED BY

KHA

11/24/15

ADD F.O. LOCATION

No.

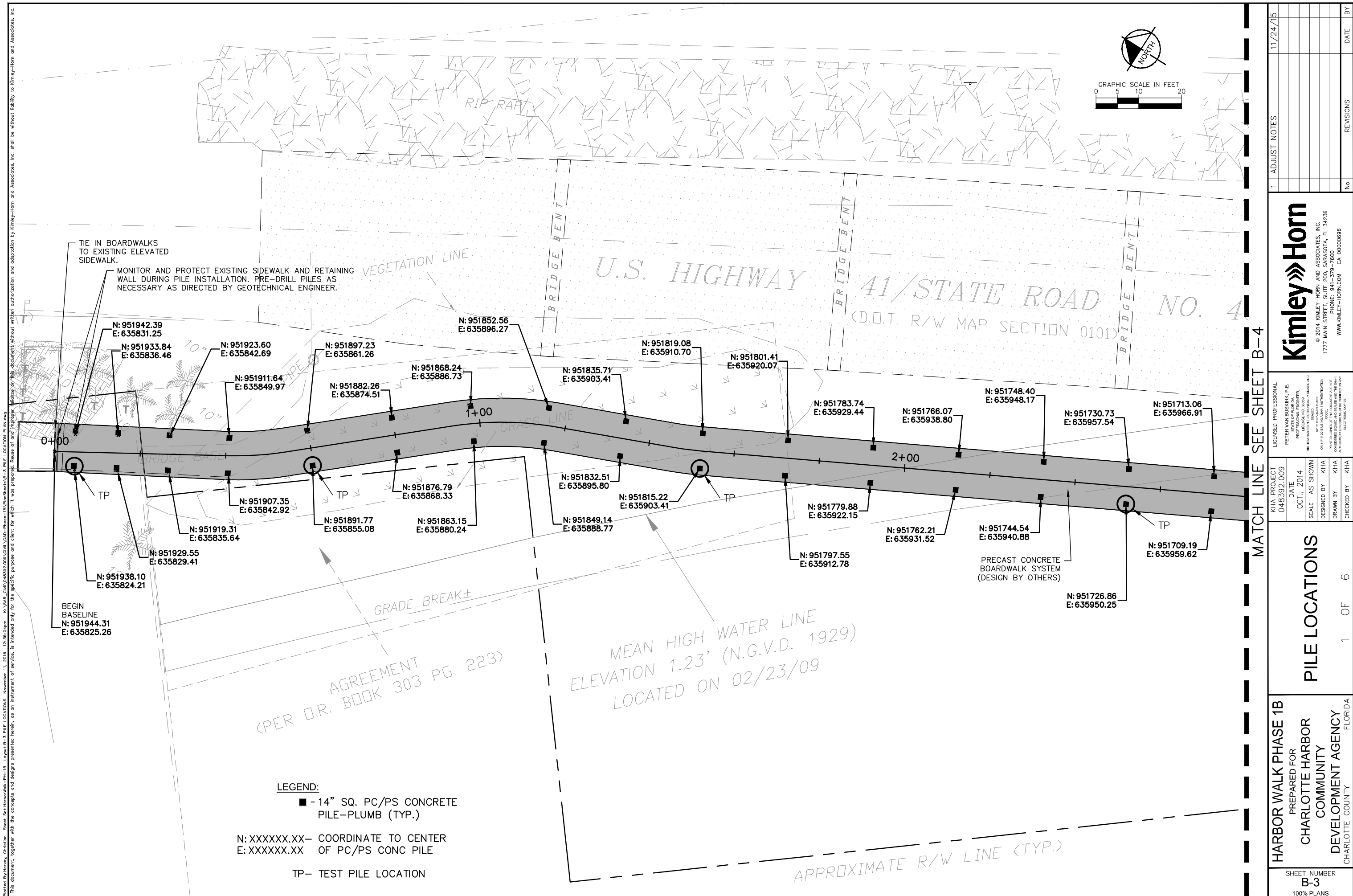
REVISIONS

DATE

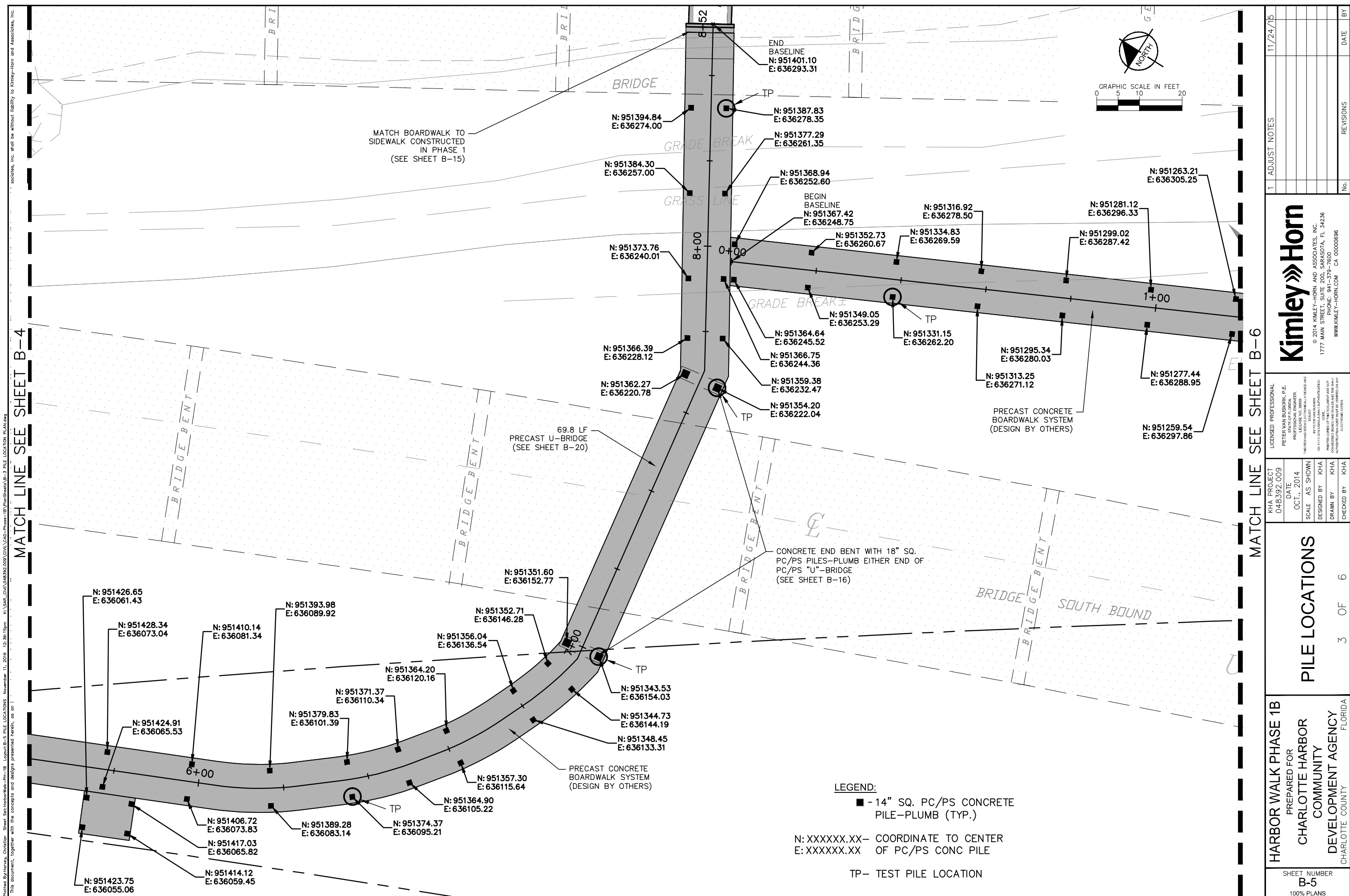
BY

Kimley»Horn

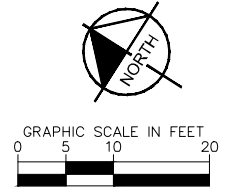
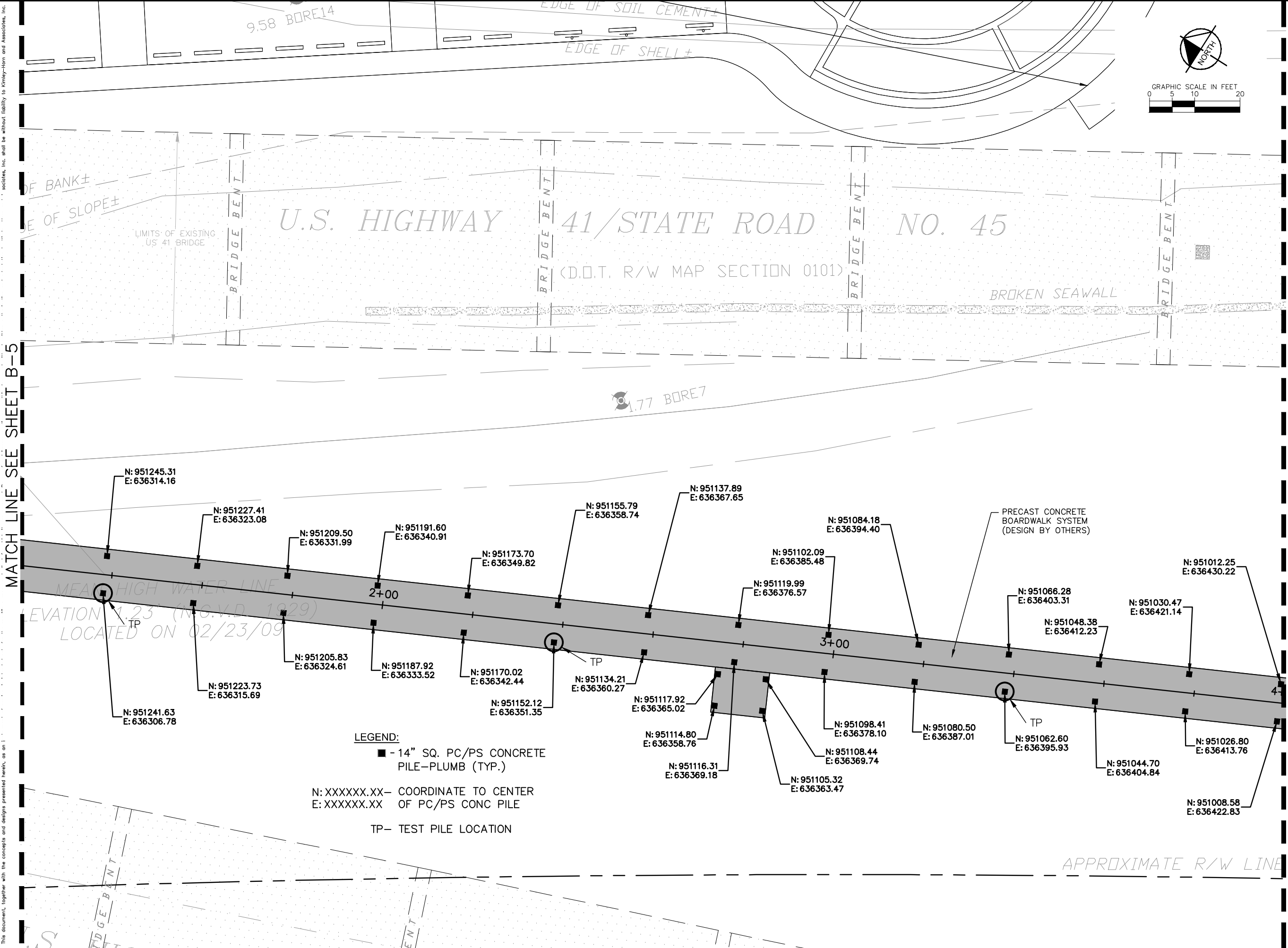
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1777 MAIN STREET, SUITE 200, SARASOTA, FL 34236
PHONE: 941-379-7600
WWW.KIMLEY-HORN.COM CA 00000696



[illegible]



Printed By: larry.christian, Charlotte Harbor Walkway, Phase 1B, Layout B-6, PILE LOCATIONS, November 11, 2016, 10:38:20am, K:\SAP\DWG\048392.000\CHW Walkway Phase 1B\Drawings\B-6 PILE LOCATIONS.dwg
This document, together with the concepts and designs presented herein, is an integral part of the project and shall be without liability to Kimley-Horn and Associates, Inc.



LEGEND:
■ - 14" SQ. PC/PS CONCRETE
PILE-PLUMB (TYP.)

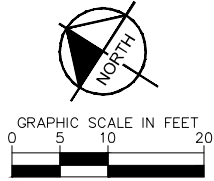
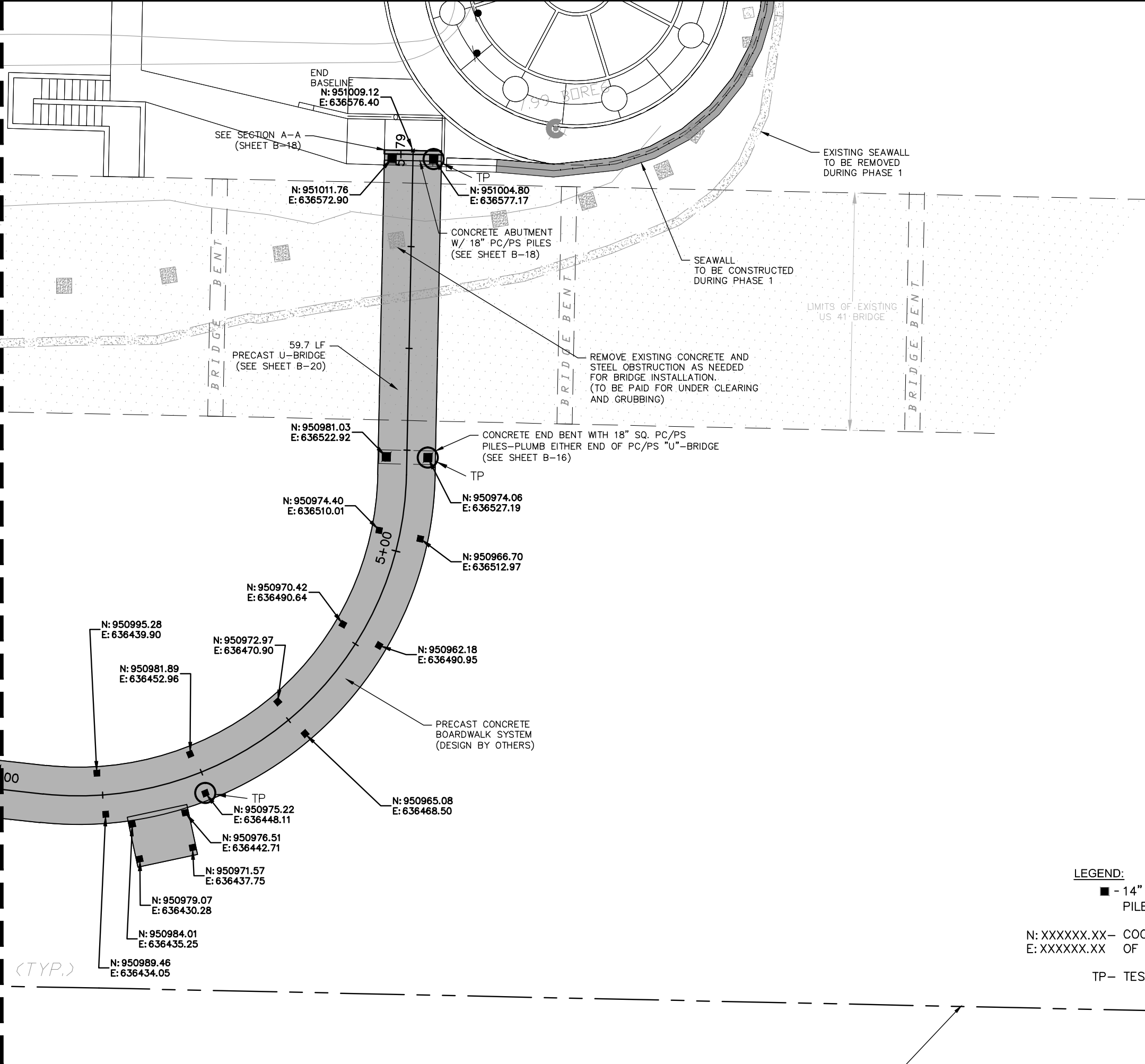
N:XXXXXX.XX- COORDINATE TO CENTER
E:XXXXXX.XX OF PC/PS CONC PILE

TP- TEST PILE LOCATION

HARBOR WALK PHASE 1B PREPARED FOR CHARLOTTE HARBOR COMMUNITY DEVELOPMENT AGENCY CHARLOTTE COUNTY FLORIDA	PILE LOCATIONS				Kimley»Horn © 2014 KIMLEY-HORN AND ASSOCIATES, INC. 1777 MAIN STREET, SUITE 200, SARASOTA, FL 34236 PHONE: 941-379-7600 WWW.KIMLEY-HORN.COM CA 0000686	
	KHA PROJECT 048392.009		DATE OCT., 2014		LICENSED PROFESSIONAL PETER VAN BUSKIRK, P.E. STATE OF FLORIDA PROFESSIONAL ENGINEER LICENSE NO. 38897 THIRTEEN AND SEVENTEEN YEARS AND ON NINETEEN YEARS AS A MEMBER AND ONE ON NINETEEN YEARS AS A MEMBER AND ONE ON NINETEEN YEARS AS A MEMBER AND ONE ON NINETEEN YEARS AS A MEMBER AND ONE	
	SCALE AS SHOWN		DESIGNED BY KHA		DRAWN BY KHA	
	CHECKED BY KHA		REVISIONS		No. DATE BY	
SHEET NUMBER B-6 100% PLANS						

Printed By: larry.christian, Charlotte Harbor Walkway, Phase 1B, Layout B-7, PILE LOCATIONS, November 11, 2016, 12:32:28pm, K:\SAP_S\01\048392.000\CHW\100-Phase-1B\Drawings\B-7 PILE LOCATION PLAN.dwg
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MATCH LINE SEE SHEET B-6



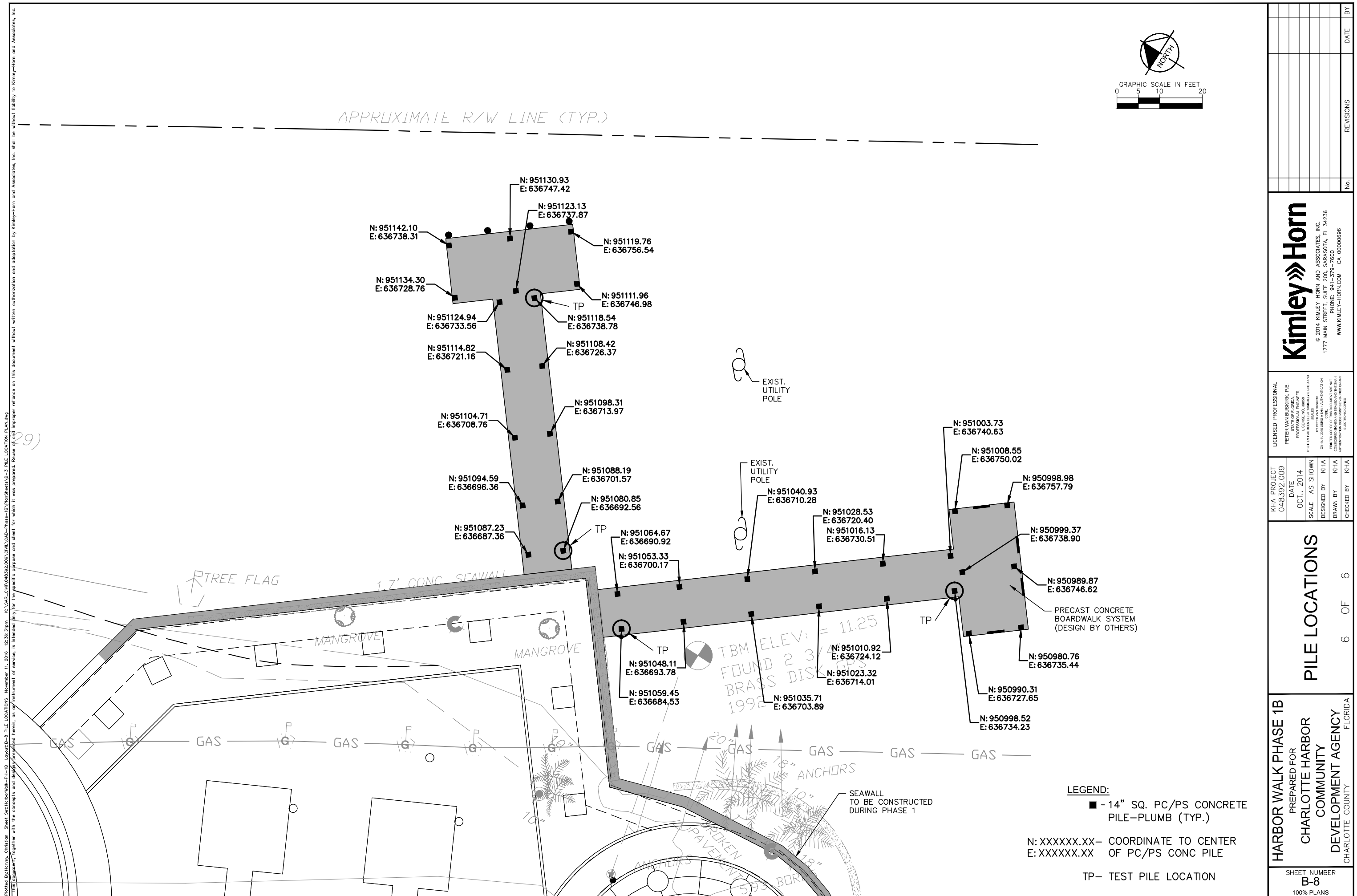
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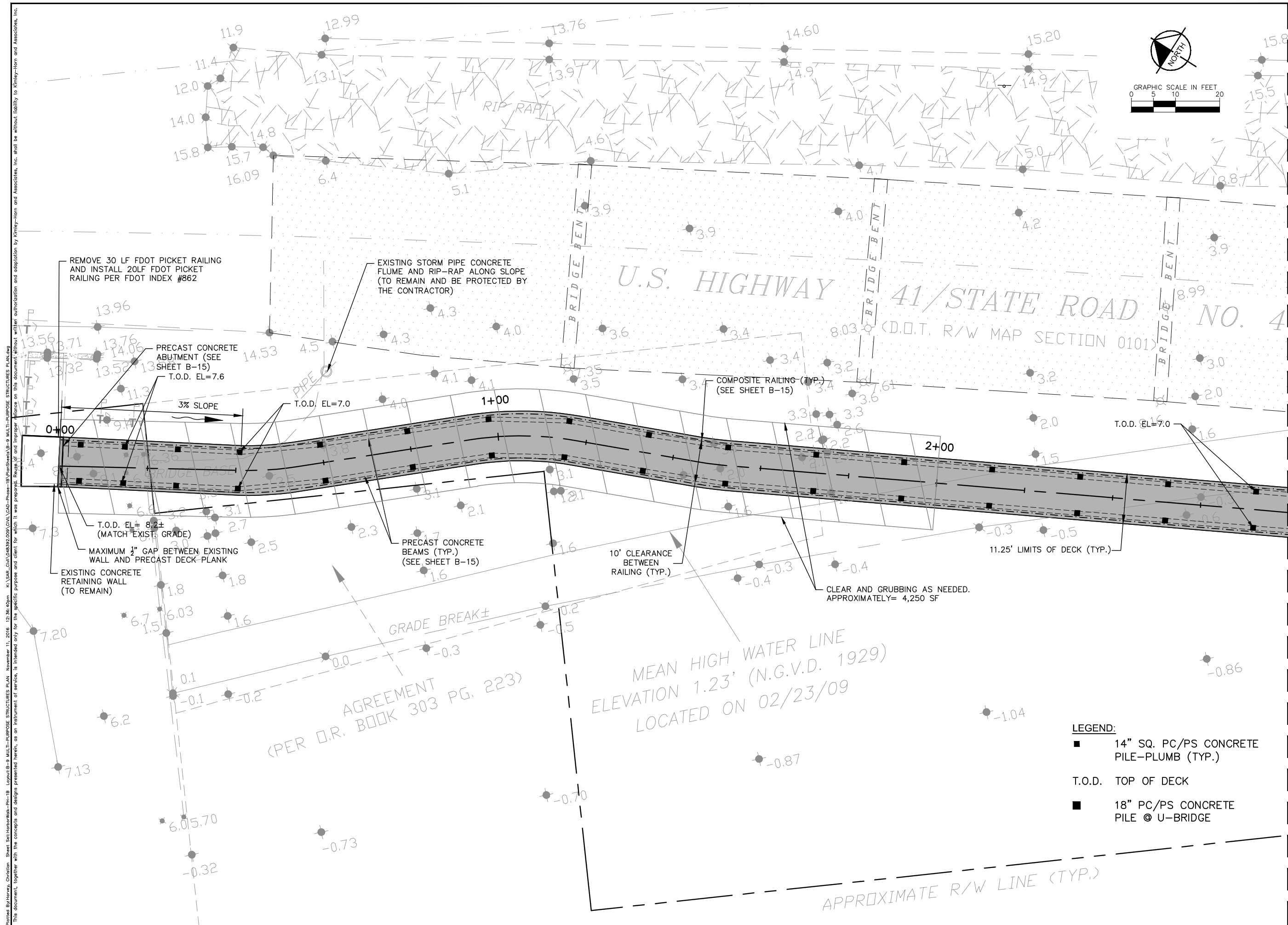
■ - 14" SQ. PC/PS CONCRETE
PILE-PLUMB (TYP.)

N:XXXXXX.XX- COORDINATE TO CENTER
E:XXXXXX.XX OF PC/PS CONC PILE

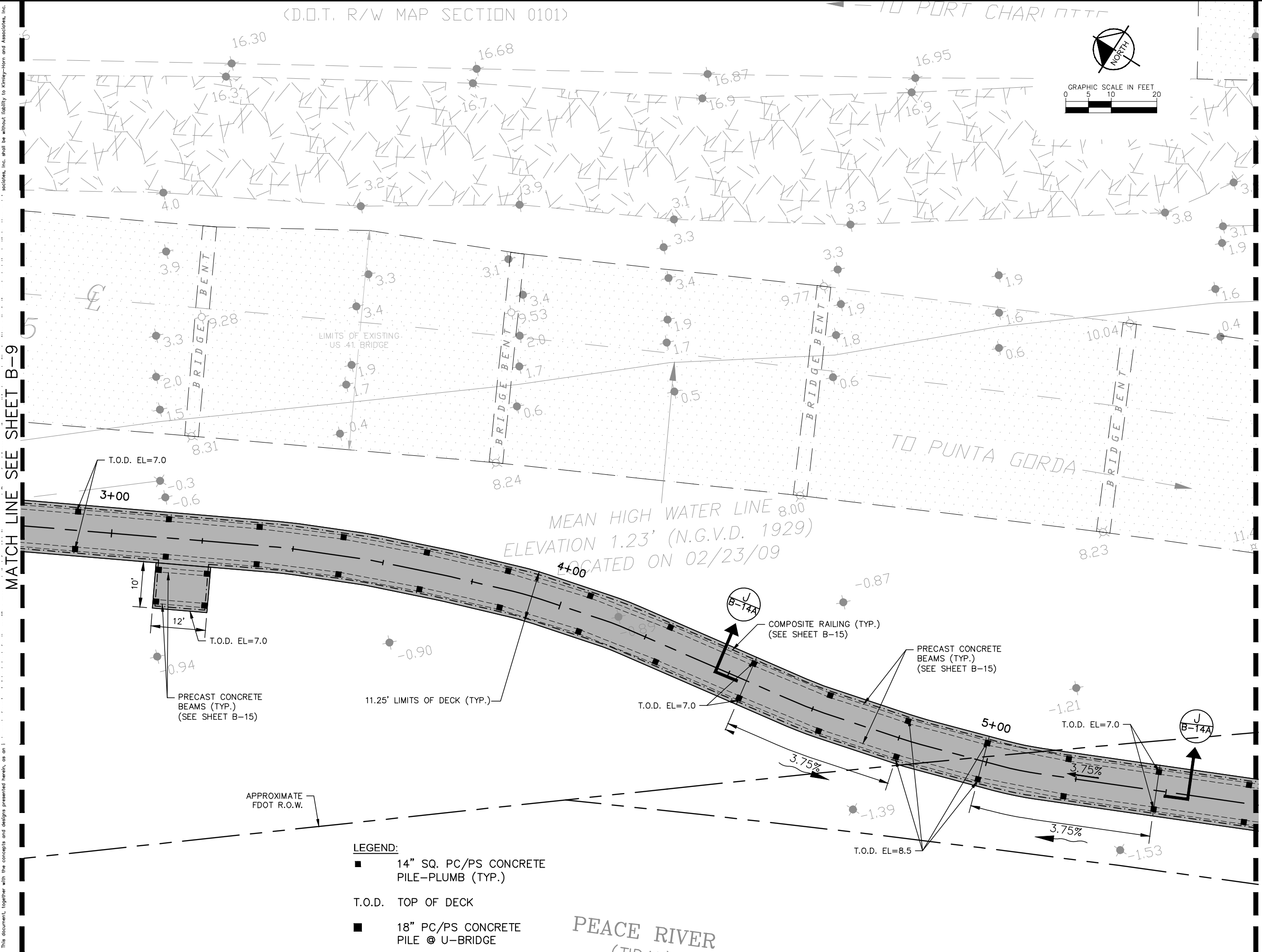
TP- TEST PILE LOCATION

HARBOR WALK PHASE 1B		KHA PROJECT 048392.009		LICENSED PROFESSIONAL PETER VAN BUSKIRK, P.E. STATE OF FLORIDA PROFESSIONAL ENGINEER LICENSE NO. 38894 THIRTEEN MONTHS UNTIL 12/31/2017 ON 11/15/2016 I HAVE A SIGNATURE AND AUTHENTICATION DATE		Kimley»Horn © 2014 KIMLEY-HORN AND ASSOCIATES, INC. 1777 MAIN STREET, SUITE 200, SARASOTA, FL 34236 PHONE: 941-379-7600 WWW.KIMLEY-HORN.COM CA 00000696		No.		REVISIONS		DATE		BY			
PREPARED FOR CHARLOTTE HARBOR COMMUNITY DEVELOPMENT AGENCY CHARLOTTE COUNTY FLORIDA		DATE OCT., 2014		SCALE AS SHOWN		DESIGNED BY KHA		DRAWN BY KHA		CHECKED BY KHA							
SHEET NUMBER B-7 100% PLANS		PILE LOCATIONS		5 OF 6													





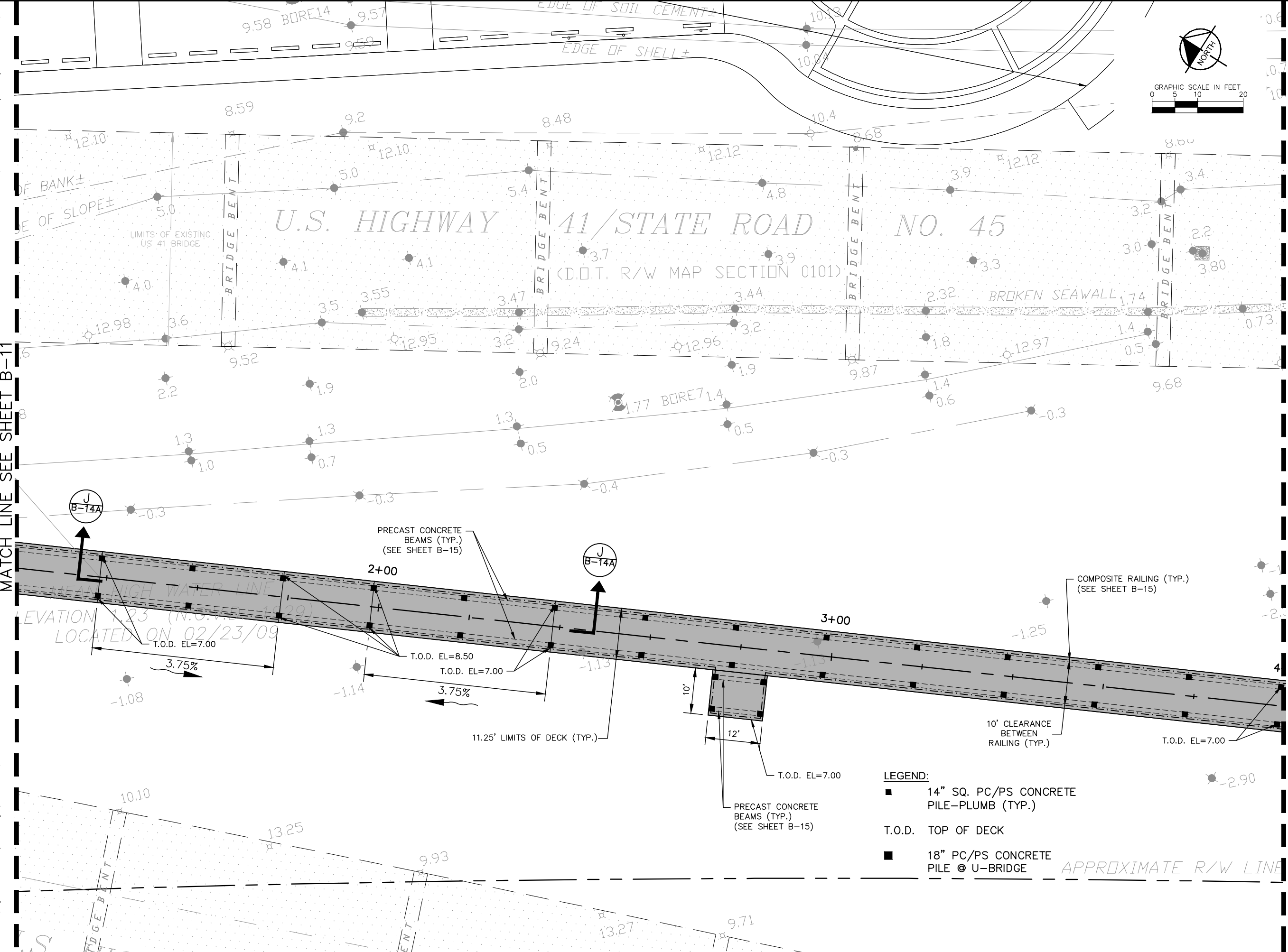
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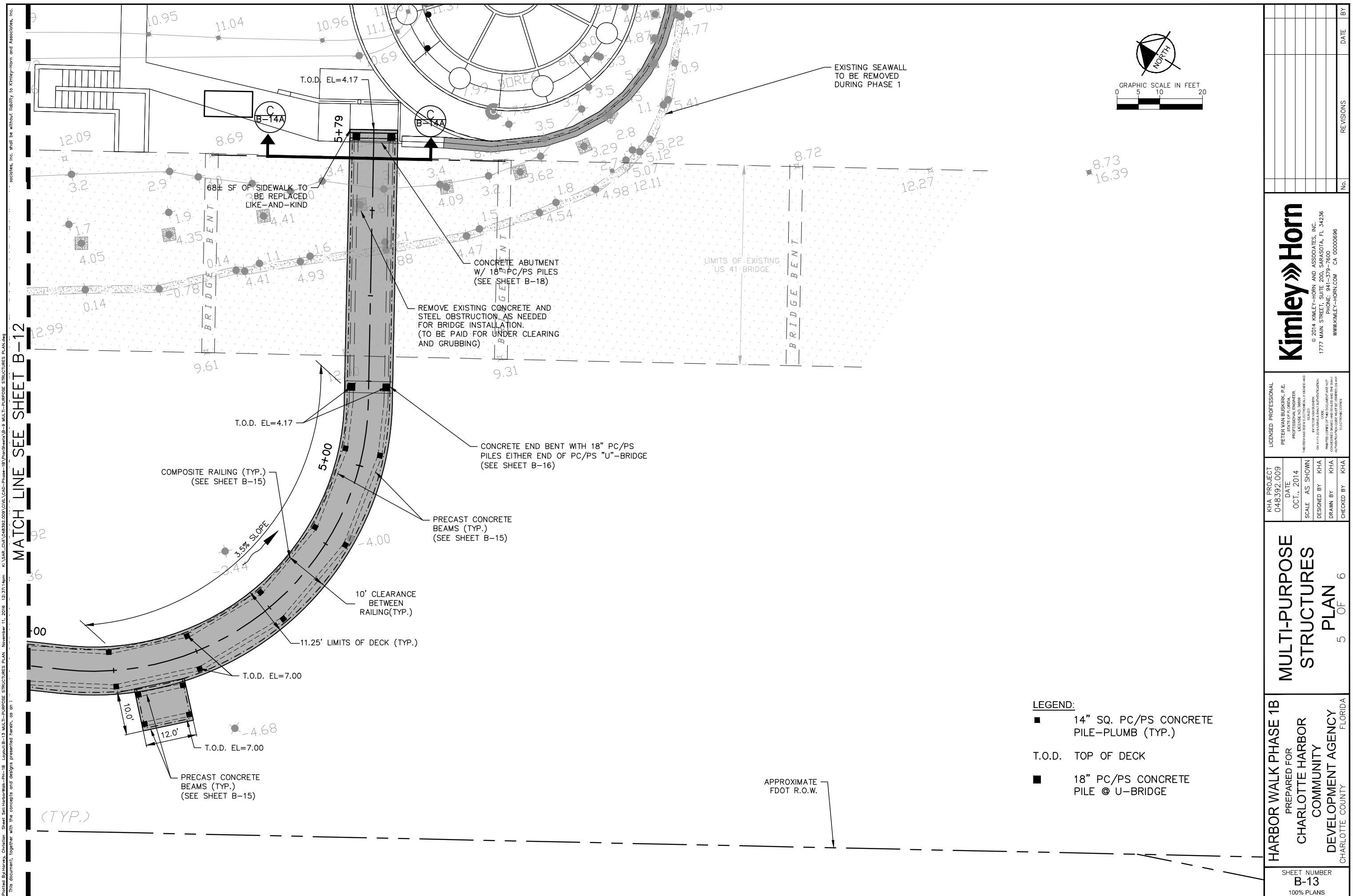
- LEGEND:**
- 14" SQ. PC/PS CONCRETE PILE-PLUMB (TYP.)
 - T.O.D. TOP OF DECK
 - 18" PC/PS CONCRETE PILE @ U-BRIDGE

HARBOR WALK PHASE 1B PREPARED FOR CHARLOTTE HARBOR COMMUNITY DEVELOPMENT AGENCY CHARLOTTE COUNTY FLORIDA	SHEET NUMBER B-10 100% PLANS		
	MULTI-PURPOSE STRUCTURES PLAN 2 OF 6		
	KHA PROJECT 048392.009 DATE OCT., 2014 SCALE AS SHOWN DESIGNED BY KHA DRAWN BY KHA CHECKED BY KHA		
LICENSED PROFESSIONAL PETER VAN BUSKIRK, P.E. STATE OF FLORIDA PROFESSIONAL ENGINEER LICENSE NO. 38894 THIRTEEN (13) YEARS AFTER EXPIRATION ON 11/15/2025, A NEW AIA/CES CREDITATION COURSE PRINTED, COPIED, OR REPRODUCED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF KIMLEY-HORN AND ASSOCIATES, INC.		Kimley»Horn © 2014 KIMLEY-HORN AND ASSOCIATES, INC. 1777 MAIN STREET, SUITE 200, SARASOTA, FL 34236 PHONE: 941-379-7600 WWW.KIMLEY-HORN.COM CA 00006896	
		No. REVISIONS DATE BY	

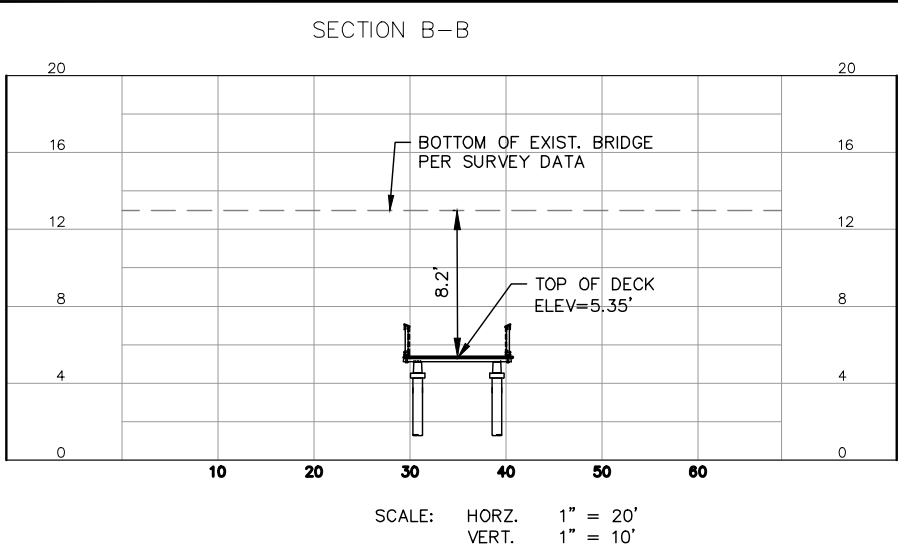
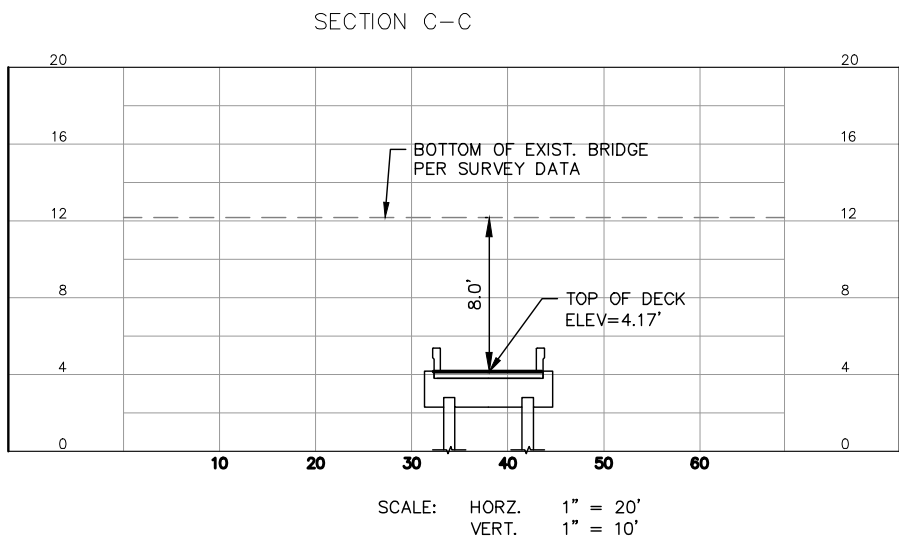
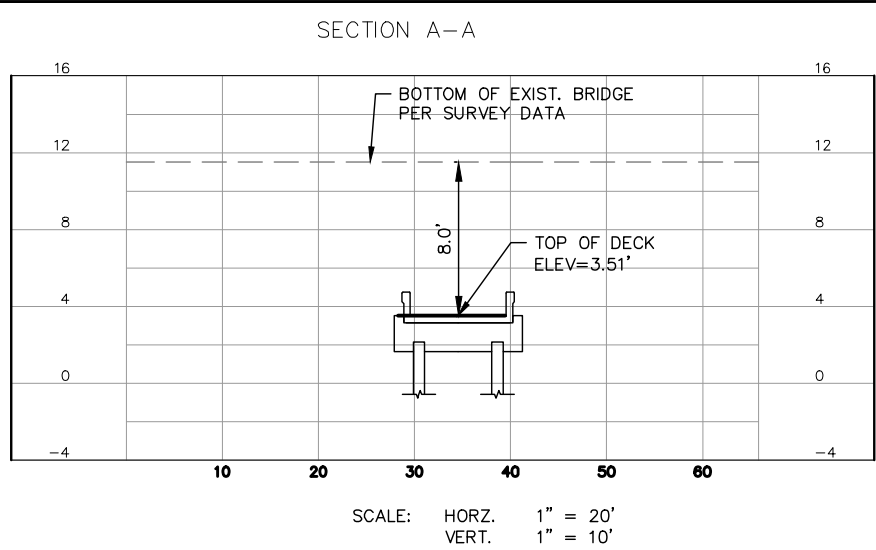
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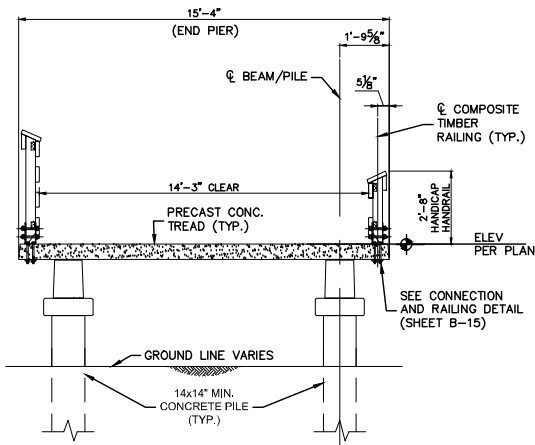
HARBOR WALK PHASE 1B PREPARED FOR CHARLOTTE HARBOR COMMUNITY DEVELOPMENT AGENCY FLORIDA	MULTI-PURPOSE STRUCTURES PLAN 4 OF 6				Kimley»Horn © 2014 KIMLEY-HORN AND ASSOCIATES, INC. 1777 MAIN STREET, SUITE 200, SARASOTA, FL 34236 PHONE: 941-379-7600 WWW.KIMLEY-HORN.COM CA 0000686
	KHA PROJECT 048392.009				
	DATE OCT., 2014				
	SCALE AS SHOWN				
DESIGNED BY KHA		DRAWN BY KHA		CHECKED BY KHA	
LICENSED PROFESSIONAL PETER VAN BUSKIRK, P.E. STATE OF FLORIDA PROFESSIONAL ENGINEER LICENSE NO. 38897 THIRTEEN (13) YEARS AFTER EXPIRATION ON 11/11/2024, A NEW AUTHORIZATION DATE PRINTED, COPIES OF THIS PLAN AND THE SEAL COUNTERSIGNED AND SIGNED AND THE SEAL AUTHORIZATION MUST BE OBTAINED BY ANY LOCAL AGENCY					



Printed By: User, Creation: 11/11/2016 12:37:33pm, K:\SAP-Civil\248392.000\Civil\CAD-Phase-1B\Drawings\B-9-MULTI-PURPOSE STRUCTURES PLAN.dwg, This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Release of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

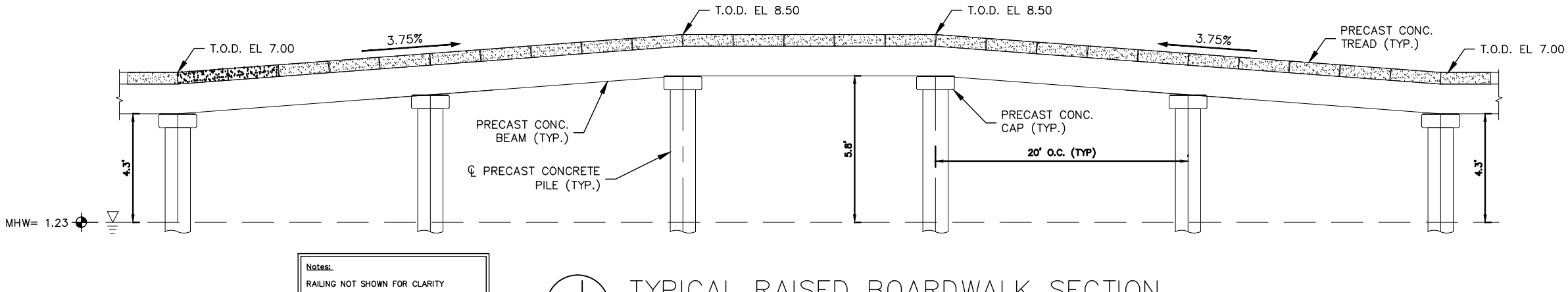


- NOTES:
- **REFER TO PRECAST CONCRETE BOARDWALK SYSTEM PLANS (BY DELEGATE ENGINEER) FOR ANCHOR BOLT PLACEMENT AND DETAILS, AND FOR DIMENSIONS NOT SHOWN.
 - ALL COMPOSITE TIMBER SHALL IN ACCORDANCE WITH SPECIFICATIONS ON SHEET B-15



H ACCESSIBLE HANDRAIL SECTION

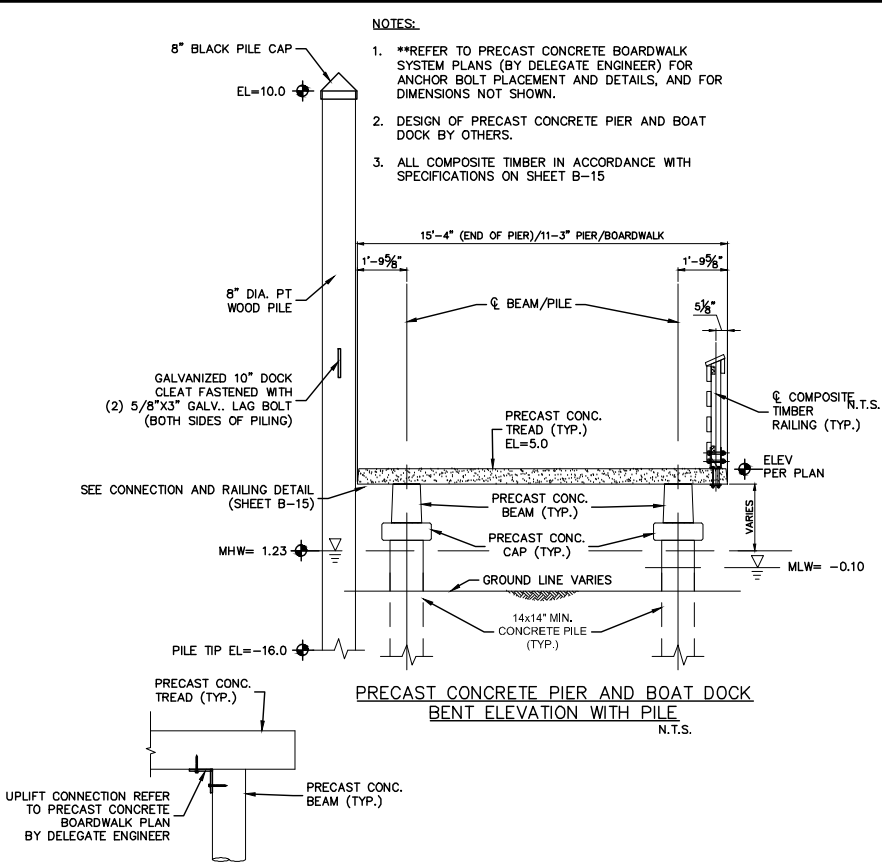
NTS



- Notes:
- RAILING NOT SHOWN FOR CLARITY

J TYPICAL RAISED BOARDWALK SECTION

NTS



PIER AND BOAT DOCK DETAIL

B-14A

NTS

KHA PROJECT		DATE		SCALE		DESIGNED BY		DRAWN BY		CHECKED BY	
048392.009		OCT., 2014		AS SHOWN		KHA		KHA		KHA	
MULTI-PURPOSE STRUCTURES SECTIONS AND DETAILS											
HARBOR WALK PHASE 1B											
PREPARED FOR CHARLOTTE HARBOR COMMUNITY DEVELOPMENT AGENCY											
FLORIDA CHARLOTTE COUNTY											
SHEET NUMBER B-14A 100% PLANS											

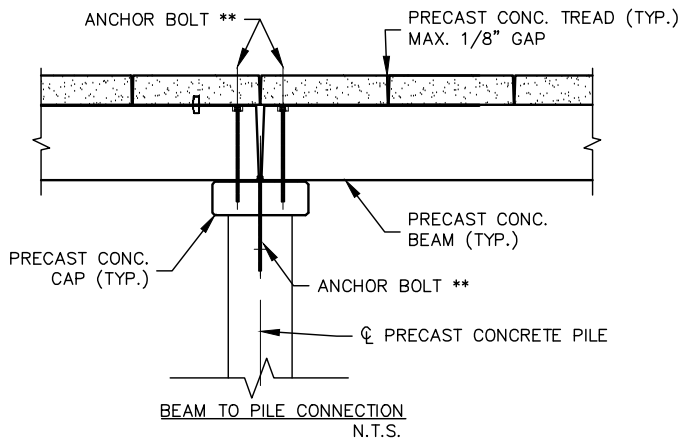
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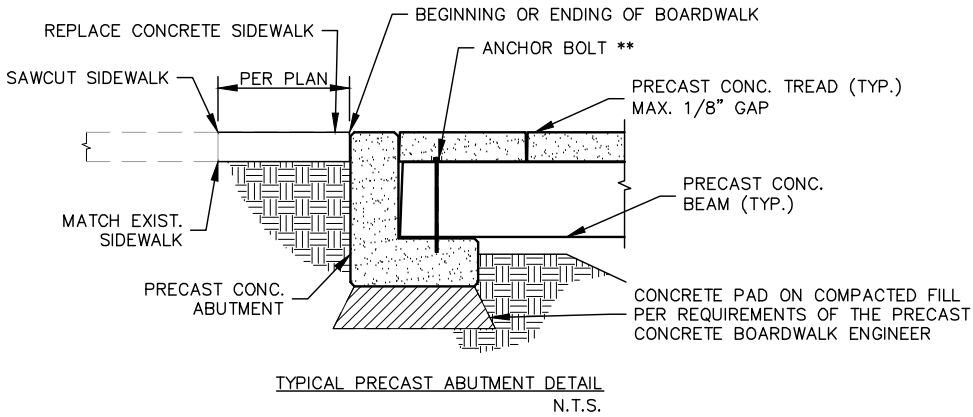
LICENSED PROFESSIONAL
PETER VAN BUSKIRK, P.E.
STATE OF FLORIDA
PROFESSIONAL ENGINEER
LICENSE NO. 38807
THIRTEEN (13) YEARS AFTER EXPIRATION
ON 11/11/2024, THE STATE OF FLORIDA
COUNCIL ON PROFESSIONAL ENGINEERING
AUTHORITY TO PRACTICE ENGINEERING
WILL BE REVOKED IF THE LICENSEE
DOES NOT COMPLY WITH THE
REQUIREMENTS OF THE
FLORIDA BOARD OF PROFESSIONAL
ENGINEERING

REVISIONS		DATE		BY	
No.					

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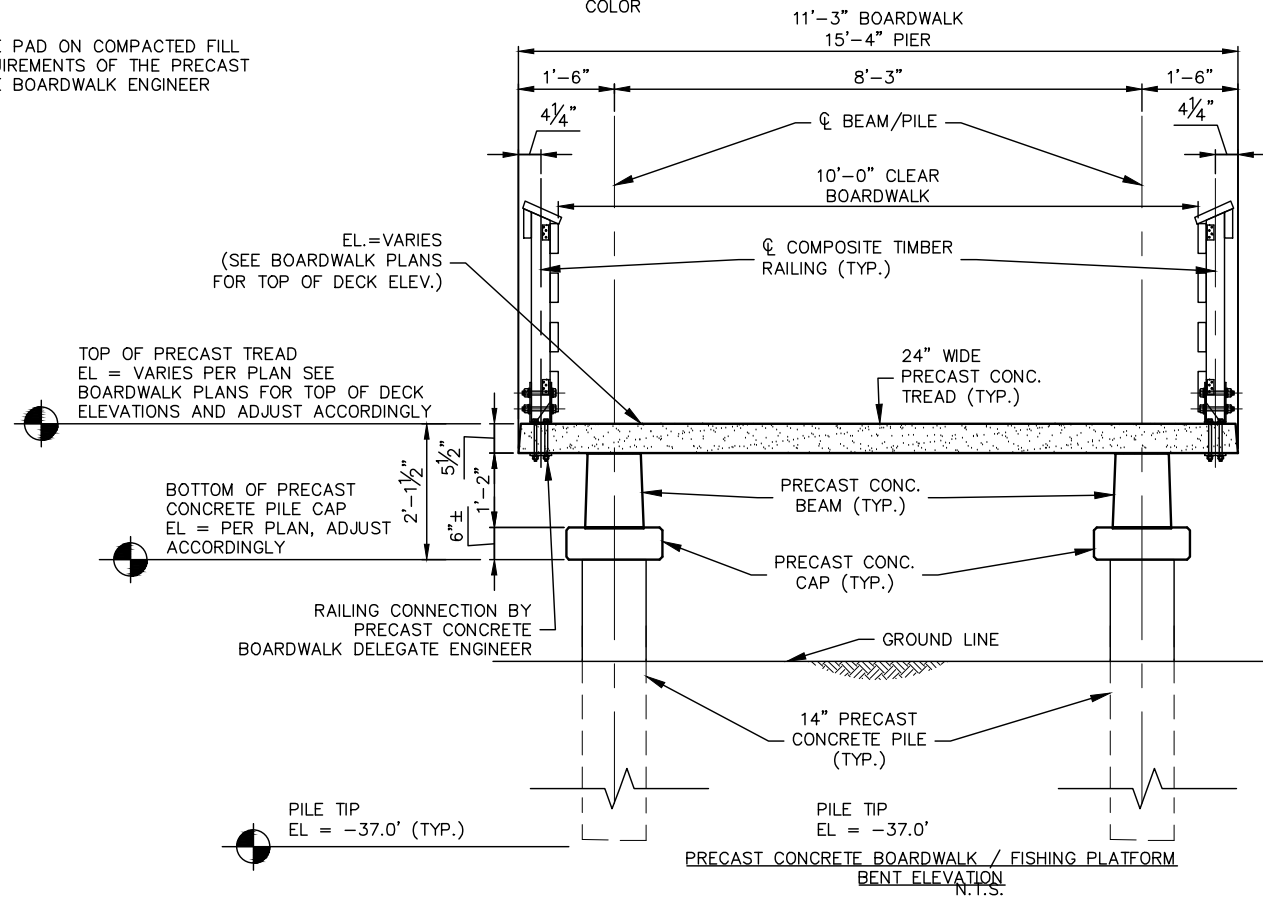
Notes:
RAILING NOT SHOWN FOR CLARITY



Notes:
RAILING NOT SHOWN FOR CLARITY

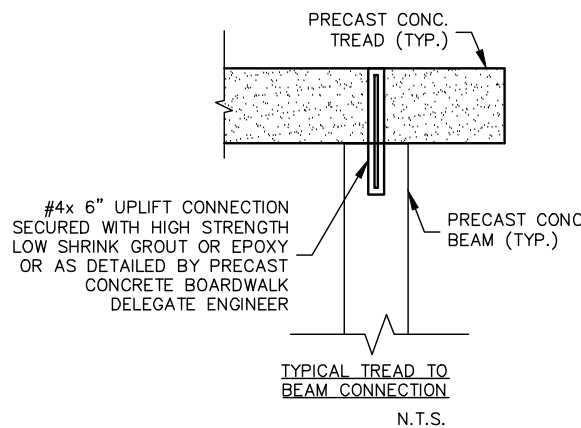
NOTES:

- **REFER TO PRECAST CONCRETE BOARDWALK SYSTEM PLANS (BY DELEGATE ENGINEER) FOR ANCHOR BOLT PLACEMENT AND DETAILS, AND FOR DIMENSIONS NOT SHOWN.
- PRECAST CONCRETE BOARDWALK NOTES SHEET A-2 FOR ADDITIONAL DESIGN CRITERIA AND REQUIREMENTS.
- SEE LUMBER RAILING NOTES THIS PAGE FOR WOOD AND BOARDWALK COMPOSITE LUMBER SPECIFICATIONS.
- PRECAST PLANK TO BE 24 INCH WIDE WITH TIMBER TEXTURE AND TAN COLOR

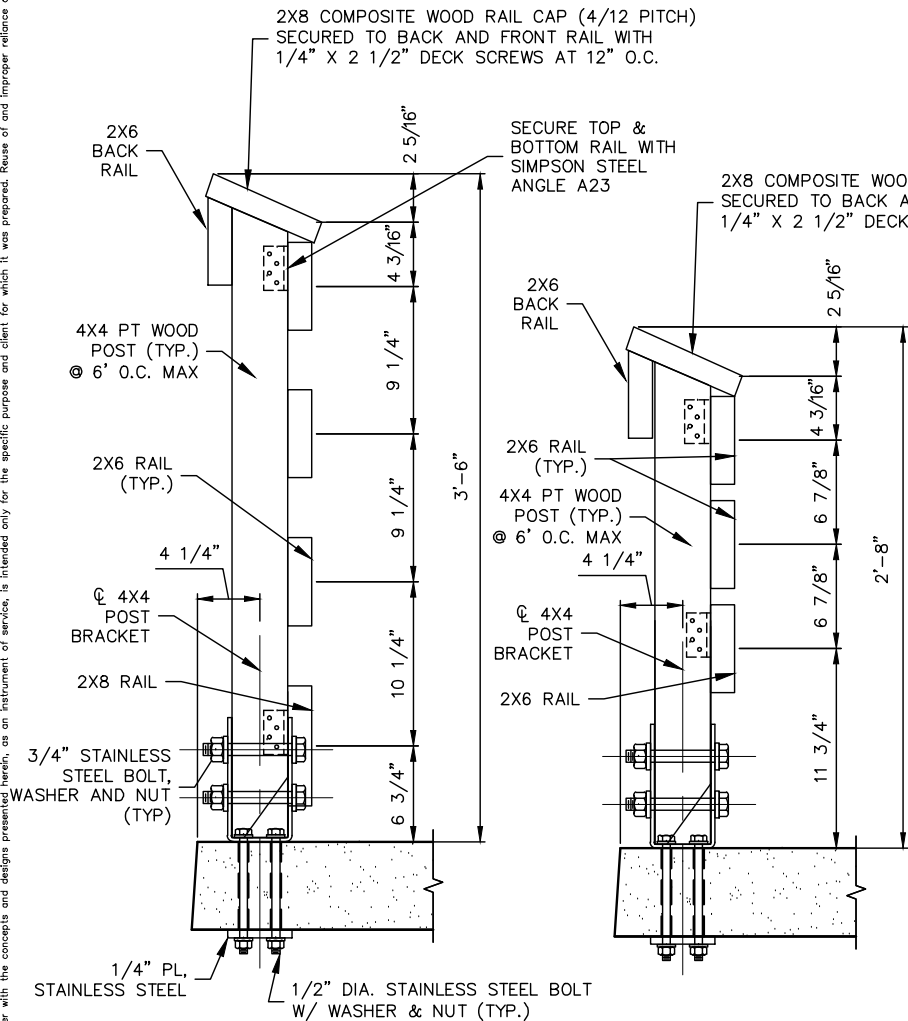


TIMBER RAILING NOTES:

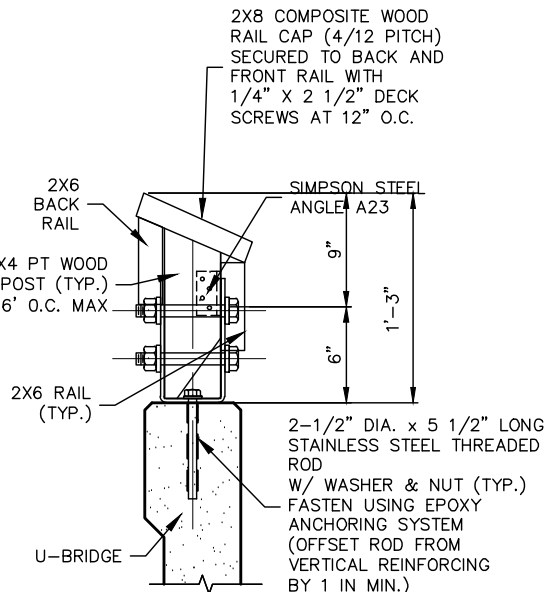
- ALL TIMBER SHALL BE NO.2 GRADE SOUTHERN YELLOW PINE TREATED TO 0.15 MCQ. ALL FINISHED EDGES TO BE ROUNDED OVER.
- ALL BOLT HOLES THRU TIMBER SHALL BE PREDRILLED 1/16" LARGER THAN THE BOLT DIAMETER.
- POSTS SHALL RUN FULL HEIGHT AND NO SPLICING IS ALLOWED.
- ALL RAILINGS SHALL BE CONTINUOUS OVER TWO SUPPORTS AND CONNECTED TO 4X4 POSTS WITH (2) 1/4" X 2 1/2" GALV. LAG SCREWS. STAGGER DISCONTINUITY POINTS WITH RAIL ABOVE AND BELOW.
- FIELD PRESERVATIVE CHEMICALS SHALL BE APPLIED TO ALL FIELD CUTS AND DRILLED HOLES TO MAINTAIN TIMBER PRESSURE TREATMENT INTEGRITY.
- RAILING WITH WANE OF 3/8" OR MORE MAY BE GROUNDS FOR REJECTION, REMOVAL AND REPLACEMENT.
- ALL ANGLES AND STRUCTURAL PLATES SHALL BE STAINLESS STEEL.
- TOP RAIL SHALL BE ATTACHED TO FRONT AND BACK RAIL WITH 1/4" X 2 1/2" STAINLESS STEEL DECK WOOD SCREWS @ 12" O.C.
- SCREWS AND BOLTS ON THE "PEOPLE SIDE" OF THE RAILING SHALL BE FLUSH WITH THE SURFACE (OR BELOW) OR COUNTERSUNK.
- ALL RAILS SHALL BE HDPE COMPOSITE LUMBER WITH MINIMUM DENSITY OF 40LB/FT, COMPRESSIVE STRENGTH OF 1,200 PSI, SHEAR STRENGTH OF 1,400 PSI AND FLEXURAL STRENGTH MODULUS OF 60,000 PSI.



Notes:
RAILING NOT SHOWN FOR CLARITY



ACCESSIBLE RAILING DETAIL ON FISHING PIER N.T.S.



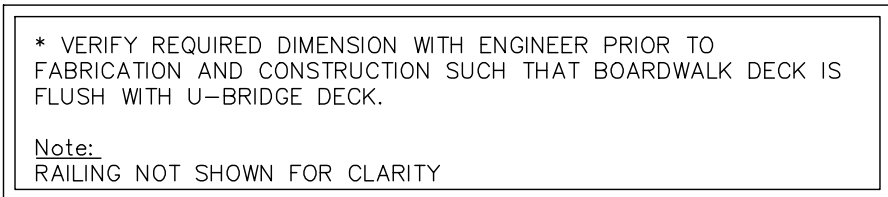
U-BRIDGE RAILING DETAIL N.T.S.

1	RAILING DETAILS REV.	11/24/15
KHA PROJECT 048392.009		
DATE OCT., 2014		
SCALE AS SHOWN		
DESIGNED BY KHA		
DRAWN BY KHA		
CHECKED BY KHA		
KIMLEY-HORN AND ASSOCIATES, INC.		
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PHONE: 941-379-7600		
WWW.KIMLEY-HORN.COM		
CA 0000686		
LICENSED PROFESSIONAL ENGINEER		
PETER VAN BUSKIRK, P.E.		
STATE OF FLORIDA		
LICENSE NO. 38897		
ON 11/15/2014		
THIRTEEN (13) MONTHS		
DATE		
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HARBOR WALK PHASE 1B		
PREPARED FOR		
CHARLOTTE HARBOR		
COMMUNITY		
DEVELOPMENT AGENCY		
FLORIDA		
CHARLOTTE COUNTY		
SHEET NUMBER B-15		
100% PLANS		
DATE		
REVISIONS		
BY		



Note:
DIM "A" ADJUSTMENT PER 10°F SHOWN IS MEASURED PERPENDICULAR TO ϕ EXPANSION JOINT. WORK THIS TABLE WITH DESIGN STANDARDS INDEX NO.21110

- NOTES:



HARBOR WALK PHASE 1B

PREPARED FOR
CHARLOTTE HARBOR

COMMUNITY
DEVELOPMENT AGENCY

FLORIDA
CHARLOTTE COUNTY

END BENT

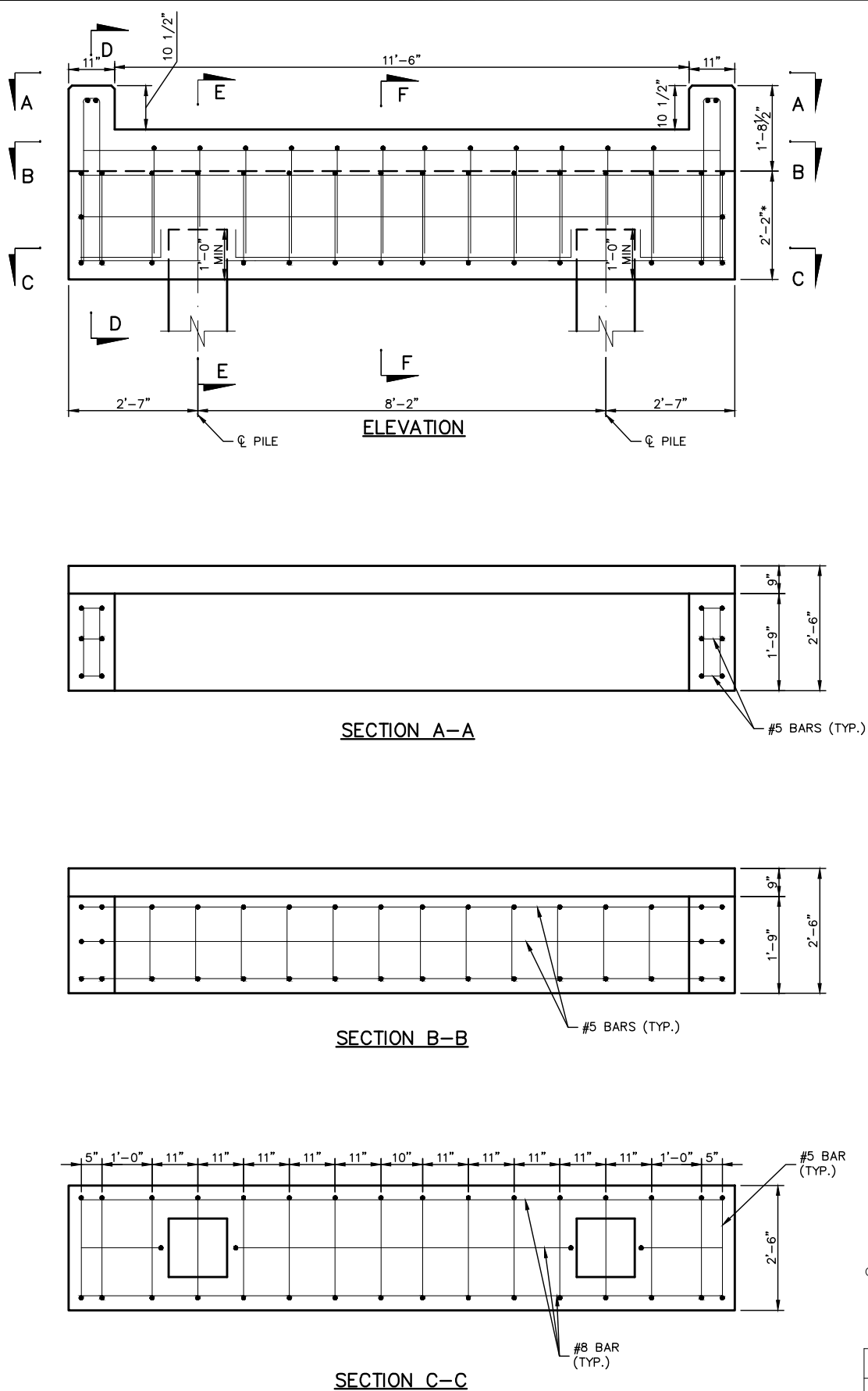
LAYOUT

SHEET NUMBER
B-16

100% PLANS

DATE
11/24/16

REVISIONS
1

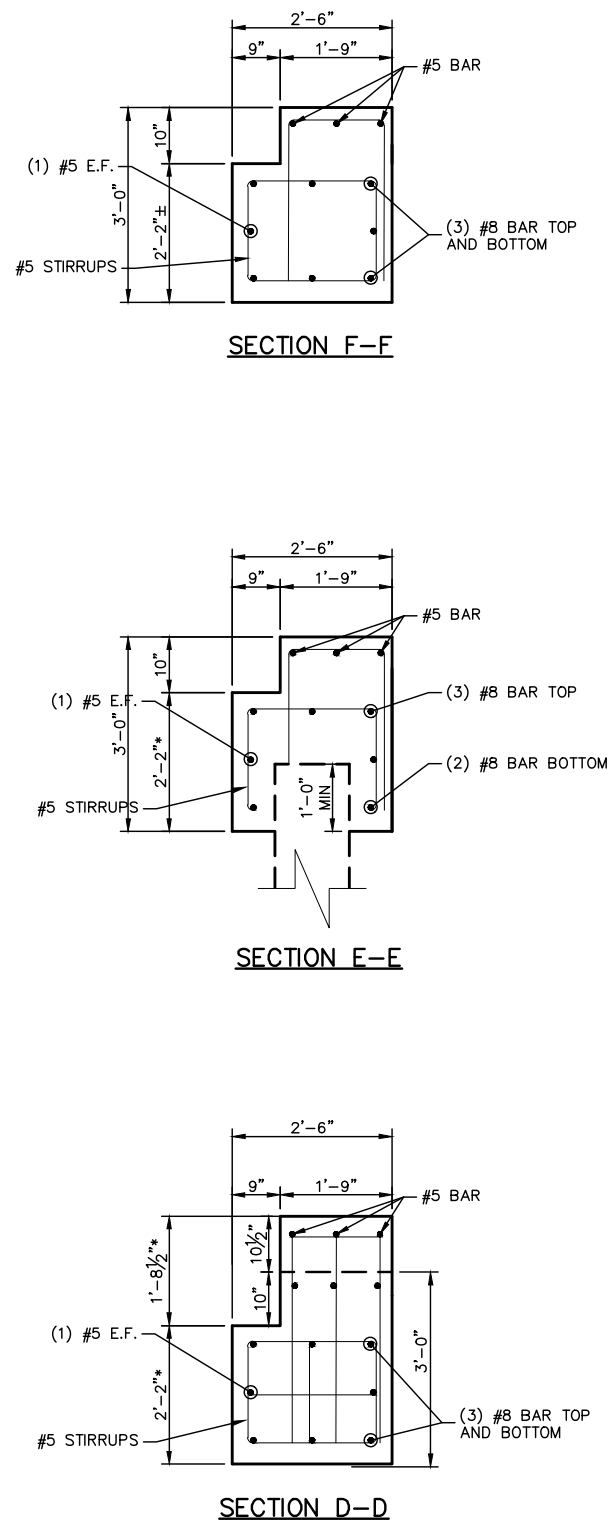


CONCRETE COVER:

UNLESS NOTED OTHERWISE, CONCRETE COVER SHALL CONFORM TO THE FOLLOWING:

PRECAST U-BEAM	2"
SUBSTRUCTURE (CAST-IN-PLACE) - ALL BRIDGES	
END BENT CAPS CAST AGAINST EARTH/IN CONTACT WITH WATER	4.5"
END BENT CAPS FORMED SURFACES NOT IN CONTACT WITH WATER	4"
SIDEWALKS	2"

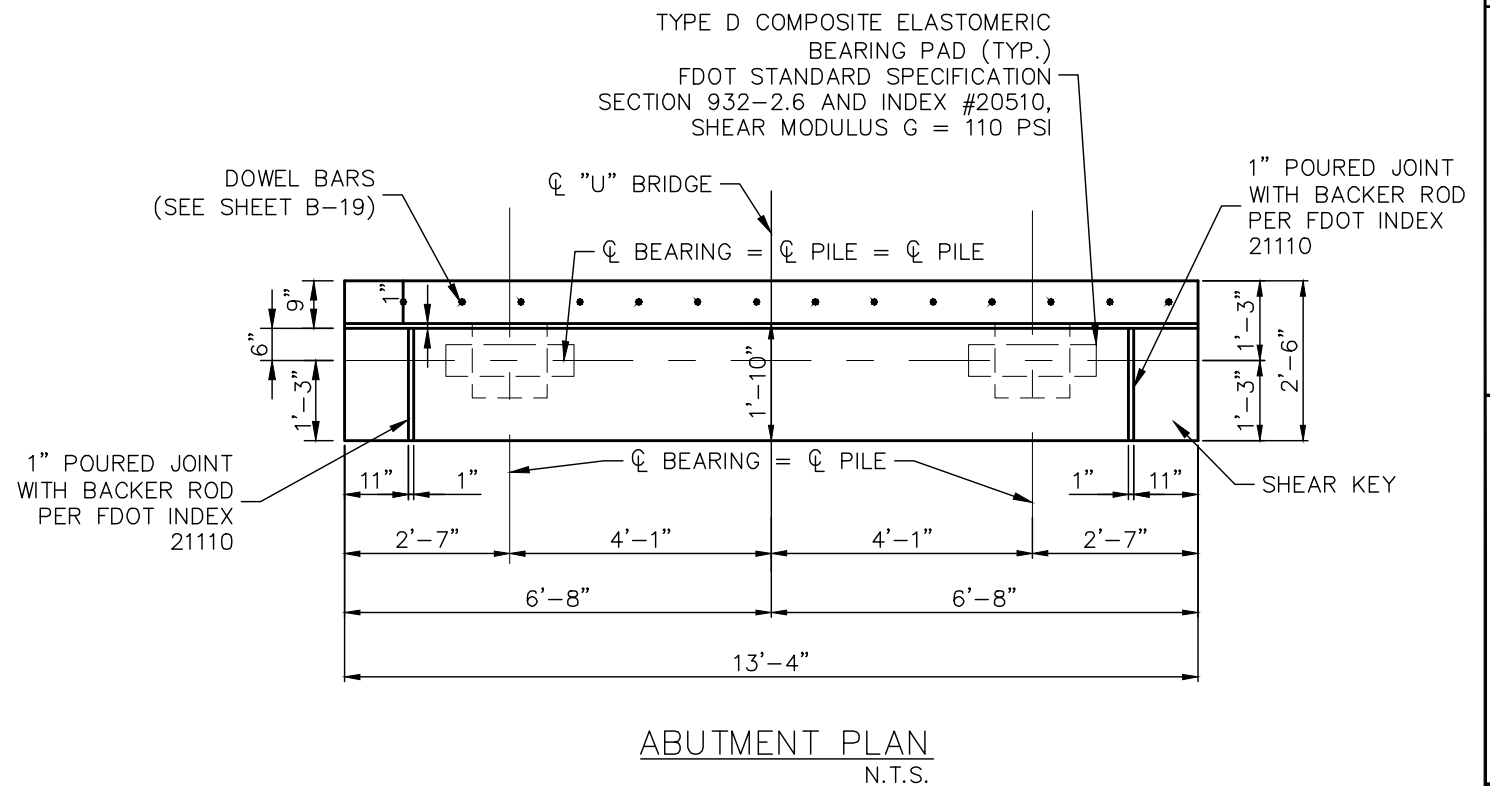
NOTE:
CONCRETE COVERS SHOWN IN THE PLANS DO NOT INCLUDE
PLACEMENT AND FABRICATION TOLERANCES UNLESS SHOWN
AS "MINIMUM COVER". SEE FDOT STANDARD SPECIFICATIONS FOR ALLOWABLE
TOLERANCES.



* VERIFY REQUIRED DIMENSION WITH PRECAST
CONCRETE BOARDWALK ENGINEER PRIOR TO
FABRICATION AND CONSTRUCTION SUCH THAT
BOARDWALK DECK IS FLUSH WITH U-BRIDGE DECK.

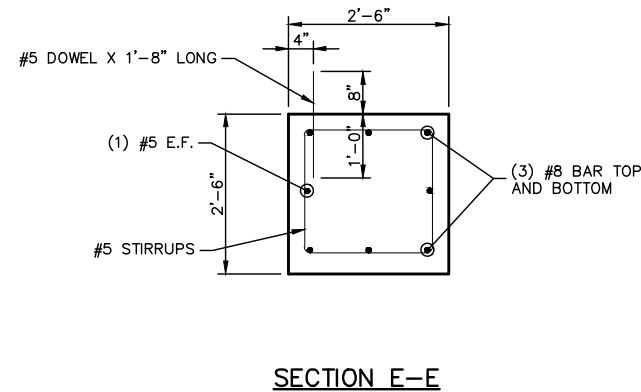
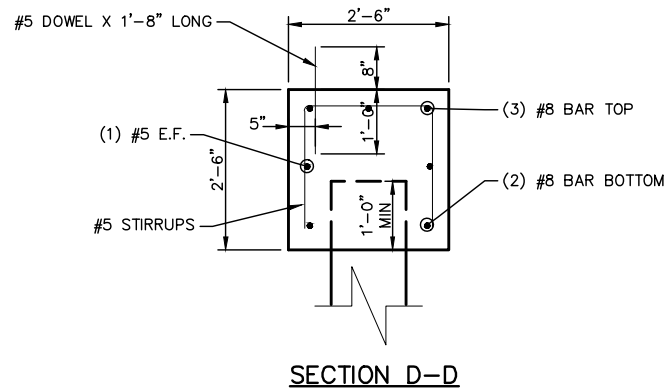
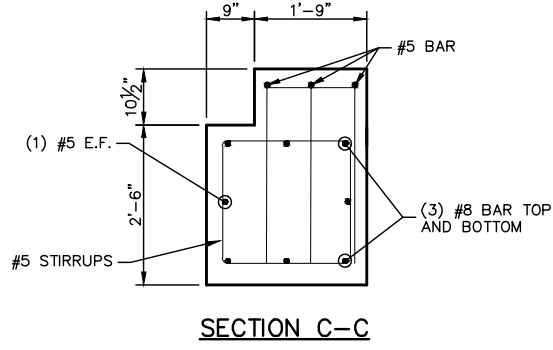
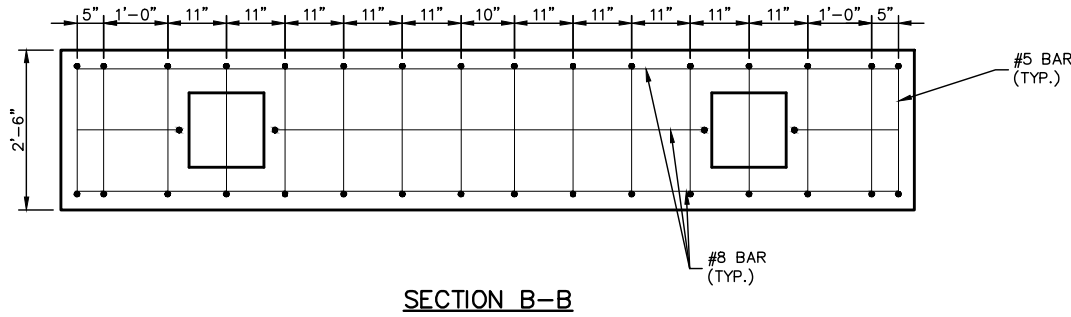
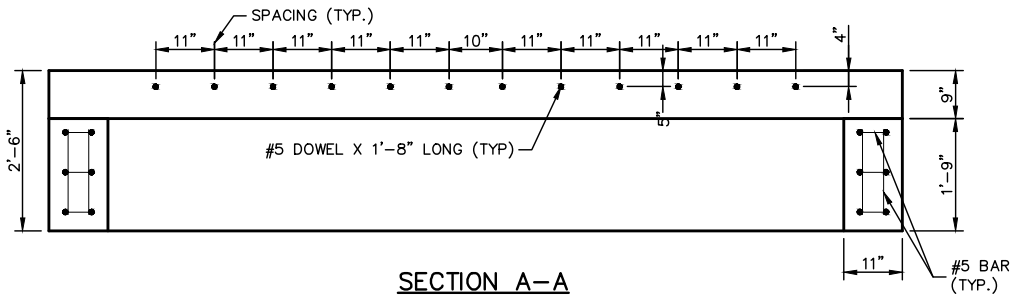
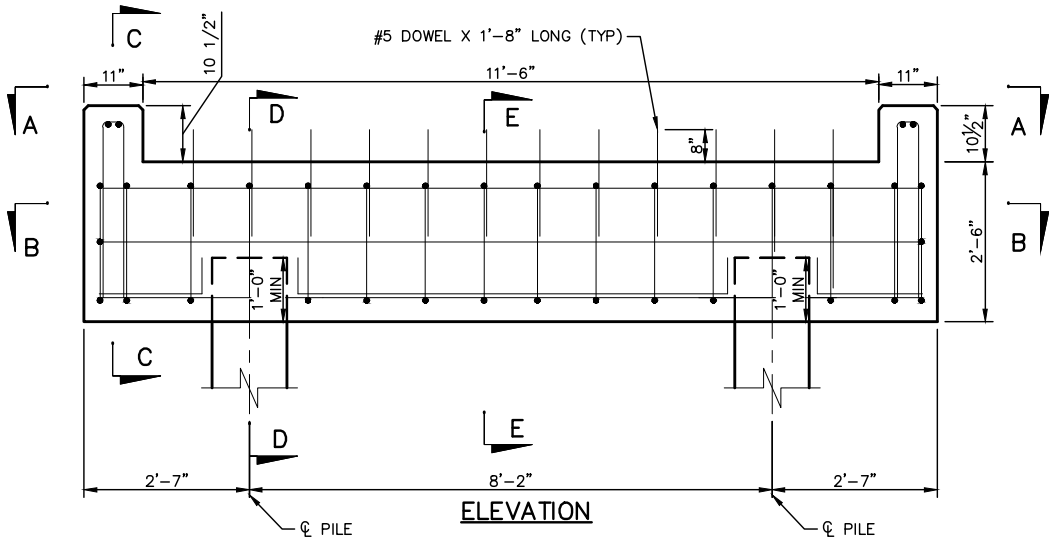


Note:
DIM "A" ADJUSTMENT PER 10°F SHOWN IS MEASURED PERPENDICULAR
TO $\odot$ EXPANSION JOINT. WORK THIS TABLE WITH DESIGN STANDARDS
INDEX NO.21110



HARBOR WALK PHASE 1B					
PREPARED FOR					
CHARLOTTE HARBOR					
COMMUNITY					
DEVELOPMENT AGENCY					
FLORIDA					
CHARLOTTE COUNTY					
SHEET NUMBER B-18					
100% PLANS					
ABUTMENT LAYOUT					
KHA PROJECT 048392.009	DATE OCT., 2014	SCALE AS SHOWN	DESIGNED BY KHA	DRAWN BY KHA	CHECKED BY KHA
LICENSED PROFESSIONAL PETER VAN BUSKINK, P.E. STATE OF FLORIDA PROFESSIONAL ENGINEER	THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND BY PETER VAN BUSKINK ON 11/17/2015 USING MY KEY AUTHENTICATION PRINTED COPIES OF THIS DOCUMENT ARE VALID AUTHENTICITY CAN BE VERIFIED BY VISUALLY CHECKING THE SIGNATURE				
© 2014 KIMLEY-HORN AND ASSOCIATES, INC. 1777 MAIN STREET, SUITE 200, SARASOTA, FL 34236 PHONE: 941-379-7600 WWW.KIMLEY-HORN.COM CA 00000696					
Kimley»Horn					
1 DIMENSIONS REV.					
No.	REVISIONS				DATE
11/24/15					

Project: Harbor Walk Phase 1B, Charlotte Harbor Community Development Agency, Charlotte, FL. Prepared by: Kimley-Horn and Associates, Inc. Date: 11/24/15. This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse or improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



CONCRETE COVER:	
UNLESS NOTED OTHERWISE, CONCRETE COVER SHALL CONFORM TO THE FOLLOWING:	
PRECAST U-BEAM	2"
SUBSTRUCTURE (CAST-IN-PLACE) - ALL BRIDGES	
END BENT CAPS CAST AGAINST EARTH/IN CONTACT WITH WATER	4.5"
END BENT CAPS FORMED SURFACES NOT IN CONTACT WITH WATER	4"
SIDEWALKS	2"

NOTE:
CONCRETE COVERS SHOWN IN THE PLANS DO NOT INCLUDE PLACEMENT AND FABRICATION TOLERANCES UNLESS SHOWN AS "MINIMUM COVER". SEE FDOT STANDARD SPECIFICATIONS FOR ALLOWABLE TOLERANCES.

HARBOR WALK PHASE 1B

PREPARED FOR

CHARLOTTE HARBOR

COMMUNITY

DEVELOPMENT AGENCY

FLORIDA

SHEET NUMBER

B-19

100% PLANS

ABUTMENT

DETAILS

LICENSED PROFESSIONAL

PETER VAN BUSKIRK, P.E.

STATE OF FLORIDA

PROFESSIONAL ENGINEER

LICENSE NO. 38894

EXPIRATION DATE 12/31/2018

ON 11/15/2015, I HAVE REVIEWED AND VERIFIED THE DESIGN AND CONSTRUCTION OF THE PROJECT AND THE QUALITY OF THE WORKMANSHIP AND MATERIALS AND I HAVE FOUND THEM TO BE IN ACCORDANCE WITH THE FLORIDA ENGINEERING BOARD'S STANDARDS AND THE FLORIDA ENGINEERING BOARD'S RULES AND REGULATIONS.

DATE: 11/24/15

1

DIMENSIONS REV.

11/24/15

No.

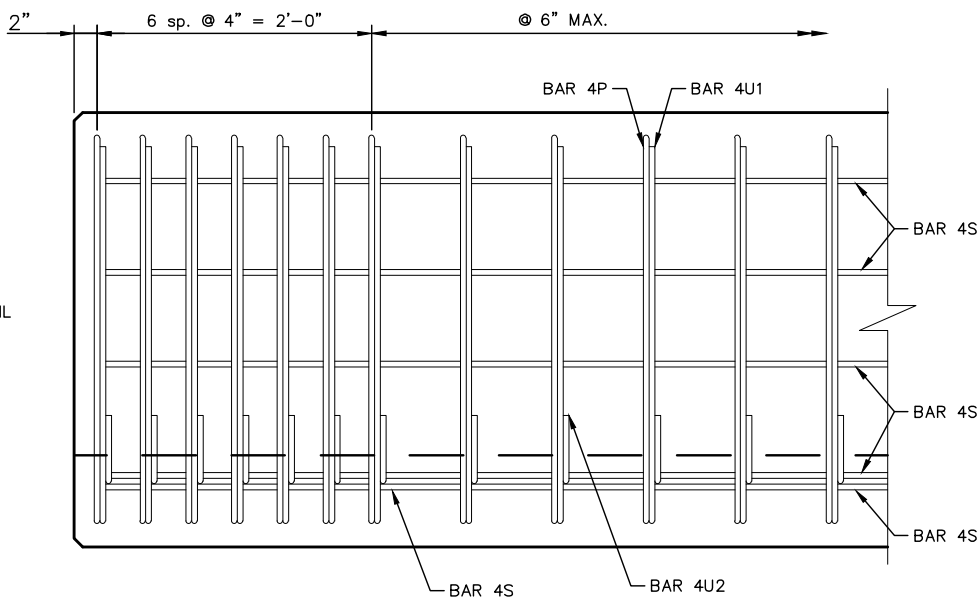
REVISIONS

DATE

BY

Kimley»Horn

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1777 MAIN STREET, SUITE 200, SARASOTA, FL 34236
PHONE: 941-379-7600
WWW.KIMLEY-HORN.COM CA 00006896



Reinforcement details for the deck slab:

- BAR 4P:** U-shaped bar with a top width of 6 inches, a total height of 2 feet 10 inches, and a bottom width of 12 inches. The vertical legs are 10 inches high.
- BAR 4U1:** U-shaped bar with a total height of 2 feet 9 inches and a bottom width of 11 feet 0 inches. The vertical legs are 12 inches high.
- BAR 4U2:** U-shaped bar with a total height of 2 feet 9 inches and a bottom width of 11 feet 0 inches. The vertical legs are 12 inches high.

A dimension line at the bottom indicates a total length of 69 feet 5.5 inches, with a note "59 feet 4 inches" below it.

69'-9.5" = Beam Casting Length
59'-8" = Beam Casting Length

6" 6"

CL BEARING CL BEARING

3'-2" 8"

5' 5'

TOP OF WALK

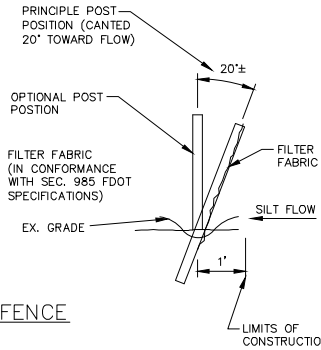
TRANSITION CROWN TO FLAT SECTION AT END OF BRIDGE WITH CONSTANT 8" DECK THICKNESS

TRANSITION CROWN TO FLAT SECTION AT END OF BRIDGE WITH CONSTANT 8" DECK THICKNESS

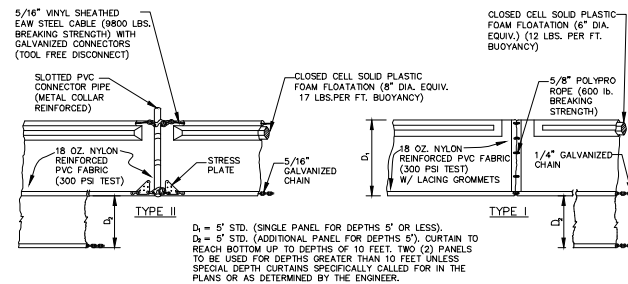
ELEVATION

- 1) All reinforcing steel dimensions are out to out.
- 2) 0.5"Ø Prestressed Strands shall be ASTM A416, Grade 270 seven-wire low relaxation strands, stressed to 30980 lbs each.
- 3) Cut wedge to recess Prestress Strands at the end of the beam after detensioning without damaging the surrounding concrete, see "Strand Recess Detail on FDOT Standard Index 20010 sheet 2 of 2 dated 07/01/14.
- 4) Epoxy coat ends of beams, including clipped and chamfer surfaces, with two layers of Type F-1 epoxy compound within 7 days of detensioning. Prepare concrete surface and apply in accordance with the manufacturer's recommendations. The finish thickness of the epoxy coating must be a minimum 1/16".
- 5) Beam concrete shall be Class VI, $f'c = 8500$ psi with a minimum release strength of $f'ci = 6500$ psi.
- 6) Beam shall conform to Section 450 of the Standard Specifications.
- 7) Anticipated camber of 69'-9.5" beam after release of prestress at centerline of span is 0.796" (downward). This is the net camber of the dead load (1.133" downward) and the prestressing camber (0.337" upward). The fabricator shall add additional camber to the beam to eliminate the net downward camber and should anticipate a long term creep coefficient of 3.0 in determining the final beam camber beyond 120 days.
- 8) Anticipated camber of 59'-8" beam after release of prestress at centerline of span is 0.356" (downward). This is the net camber of the dead load camber (0.6" downward) and the prestressing camber (0.244" upward). The fabricator shall add additional camber to the beam to eliminate the net downward camber and should anticipate a long term creep coefficient of 3.0 in determining the final beam camber beyond 120 days.
- 9) Do not release strands prior to casting the concrete barriers (i.e. sides of U-Beam) and prior to all concrete reaching $f'ci$.

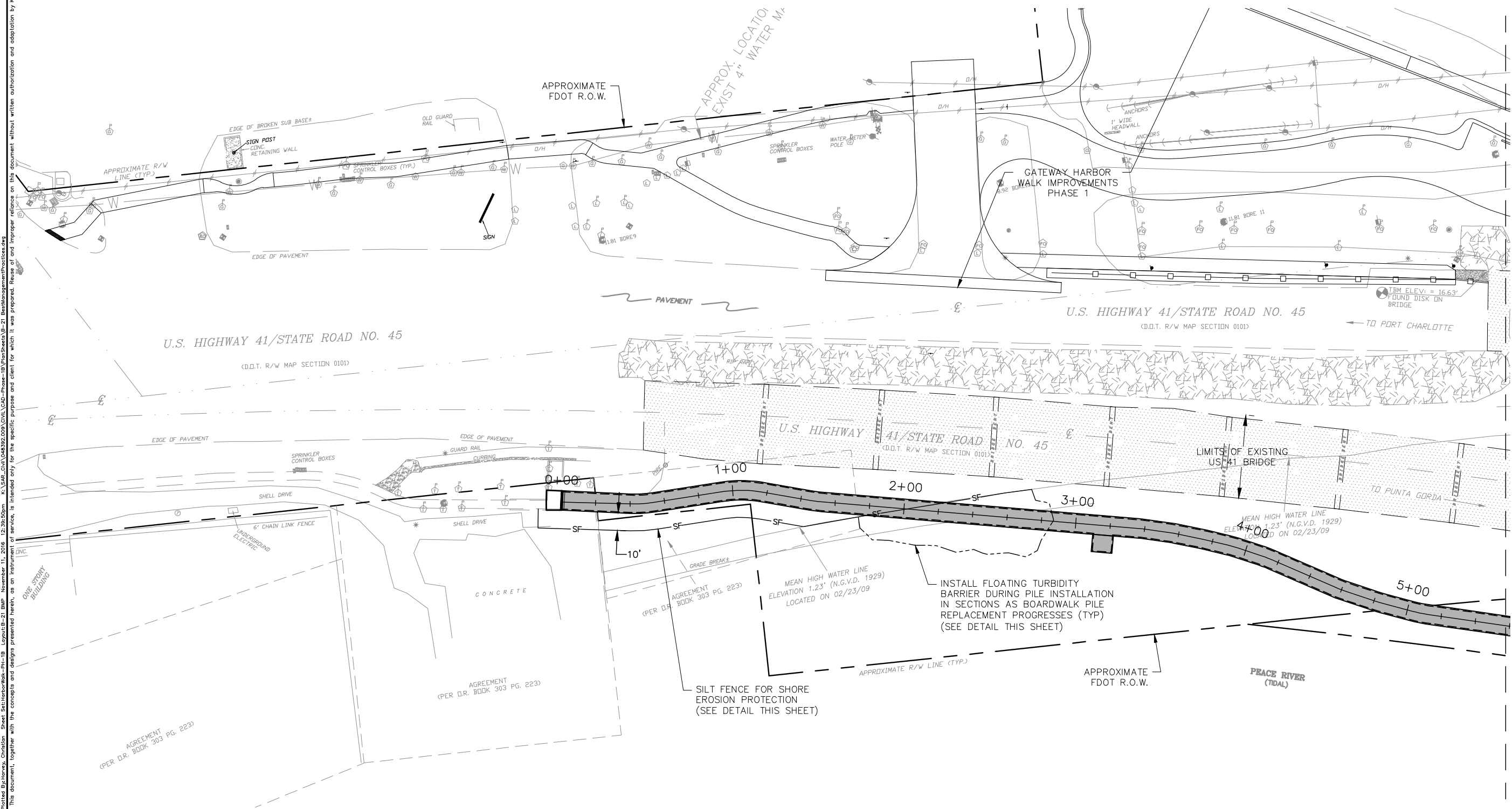
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TYPICAL SILT FENCE
N.T.S.



FLOATING TURBIDITY BARRIERS
N.T.S.



MATCH LINE SEE SHEET B-22

HARBOR WALK PHASE 1B
PREPARED FOR
CHARLOTTE HARBOR
COMMUNITY
DEVELOPMENT AGENCY
CHARLOTTE COUNTY FLORIDA

BEST MANAGEMENT PRACTICES PLAN

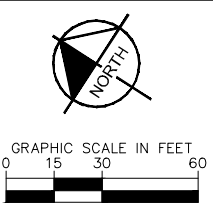
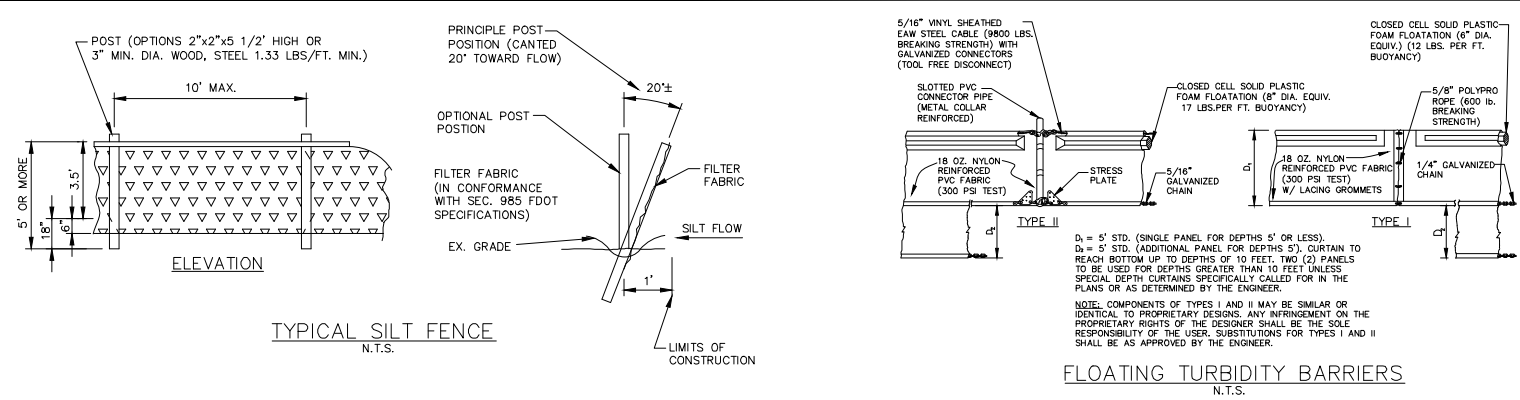
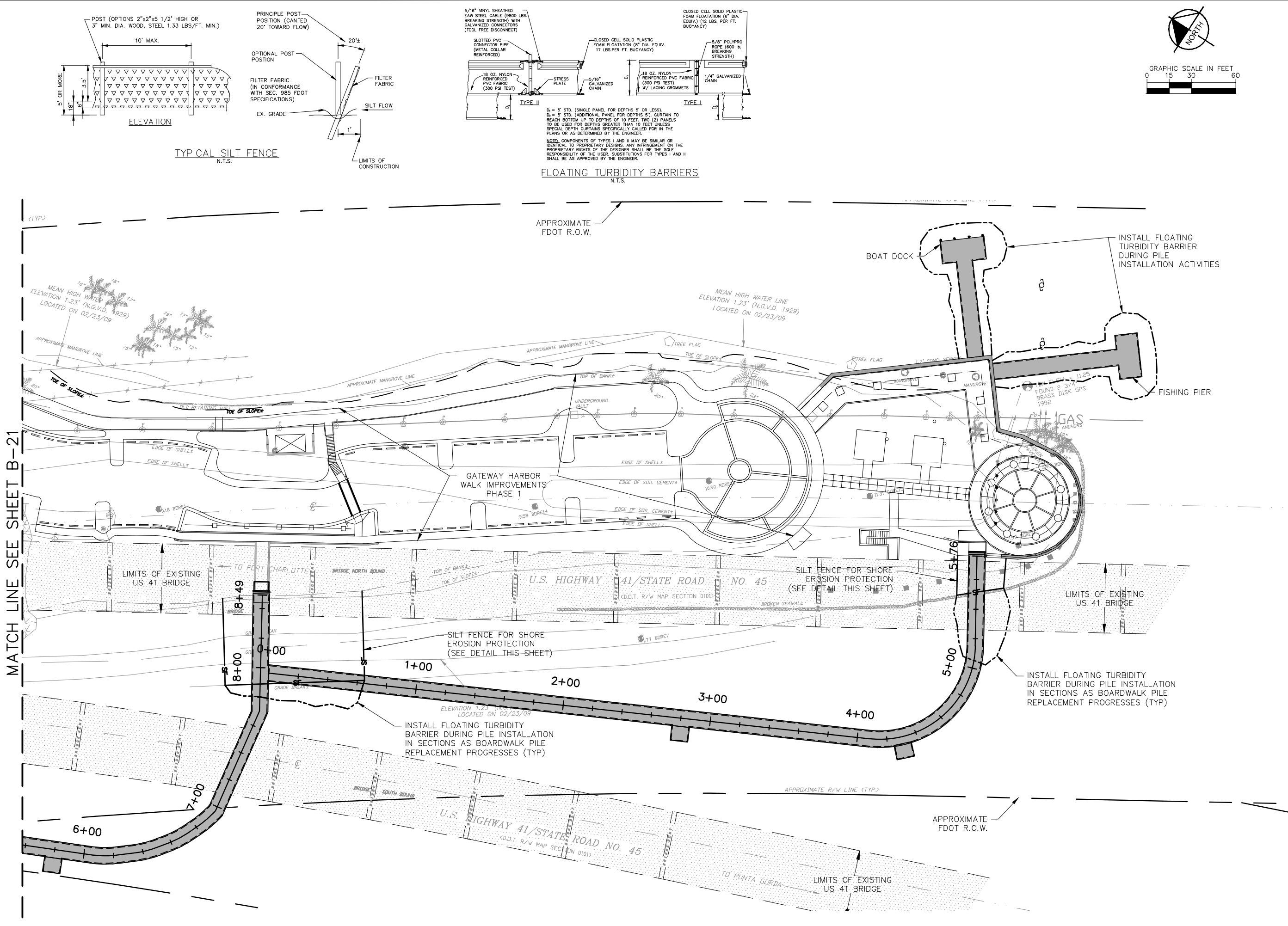
KHA PROJECT	DATE
048392.009	OCT., 2014
SCALE	AS SHOWN
DESIGNED BY	KH/
DRAWN BY	KH/
CHECKED BY	KH/

LICENSED PROFESSIONAL
PETER VAN BUSKIRK, P.E.
STATE OF FLORIDA
PROFESSIONAL ENGINEER
LICENSE NO. 38859
THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND
SEALED
BY PETER VAN BUSKIRK
ON 11/15/2014 USING A SHA-1 AUTHENTICATION
CODE.
PRINTED COPIES OF THIS DOCUMENT ARE NOT
CONSIDERED SIGNED AND RELATED THE SHA-1
AUTHENTICATION CODE MUST BE VERIFIED ON AN
ELECTRONIC COPIES

Kimley»»Horn
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1777 MAIN STREET, SUITE 200, SARASOTA, FL 34236
PHONE: 941-379-7600
WWW.KIMLEY-HORN.COM CA 0000696

No.	REVISIONS	DATE	BY
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Printed By: hewlett, Christian, Sheet: Set: Harbor Walk - PH-18, Layout: B-22, BWP, November 11, 2016, 12:40:25pm, c:\s448_cad\048392\003\048392.dwg, CAD=Phase-18, PlanSheet=18-22, BestManagementPractices.dwg
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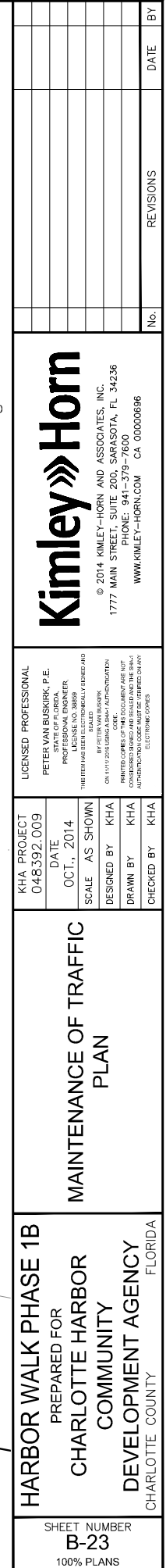


MATCH LINE SEE SHEET B-21

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KHA PROJECT 048392.009	DATE OCT., 2014
SCALE AS SHOWN DESIGNED BY KHA DRAWN BY KHA CHECKED BY KHA	
BEST MANAGEMENT PRACTICES PLAN	
HARBOR WALK PHASE 1B PREPARED FOR CHARLOTTE HARBOR COMMUNITY DEVELOPMENT AGENCY FLORIDA	
SHEET NUMBER B-22 100% PLANS	

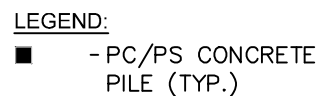
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- The diagram illustrates the placement of 'BEGIN CONST.' and 'END CONST.' signs relative to a work zone. The work zone is a hatched rectangular area. To the left of the work zone, there is a 350' distance from the 'END CONST.' sign to the start of the work zone. To the right of the work zone, there is a 500' distance from the 'BEGIN CONST.' sign to the end of the work zone. Above the work zone, the text 'WORK ZONE' is written. Below the work zone, the text 'BEGIN CONST.' and 'END CONST.' are written vertically. To the left of the work zone, there are three signs: a diamond-shaped 'ROAD WORK AHEAD' sign, a rectangular 'SPEEDING FINES DOUBLED WHEN WORKERS PRESENT' sign, and a diamond-shaped sign showing a worker with a shovel. Distances of 175' are marked between these signs. To the right of the work zone, there is a rectangular 'END ROAD WORK' sign. A north arrow and a scale bar (0 to 100 feet) are located in the bottom right corner. The text 'N.T.S.' (Not To Scale) is written below the diagram.



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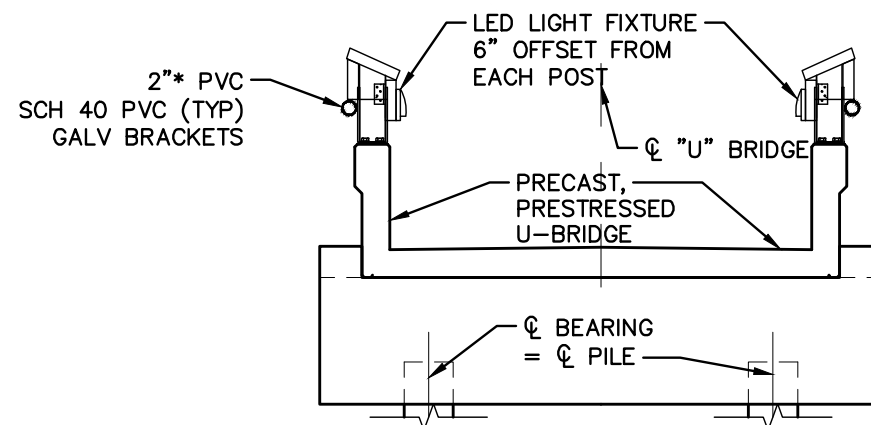
Kmily-Horn and Associates, Inc.
1000 West Main Street
Salt Lake City, UT 84119-7600
Tel: 801.466.3333 Fax: 801.466.3334
www.kmilyhorn.com



U-BRIDGE CONDUIT
PLACEMENT DETAIL
N.T.S.



1. TEXTURE WHITE FINISH HALF-MOON 1.9 WATT LED LIGHT
2. 3 1/2" DIAMETER, 2" DEEP
3. RATED FOR WET INSTALLATIONS
4. LIGHT OUTPUT 160 LUMENS (MIN)

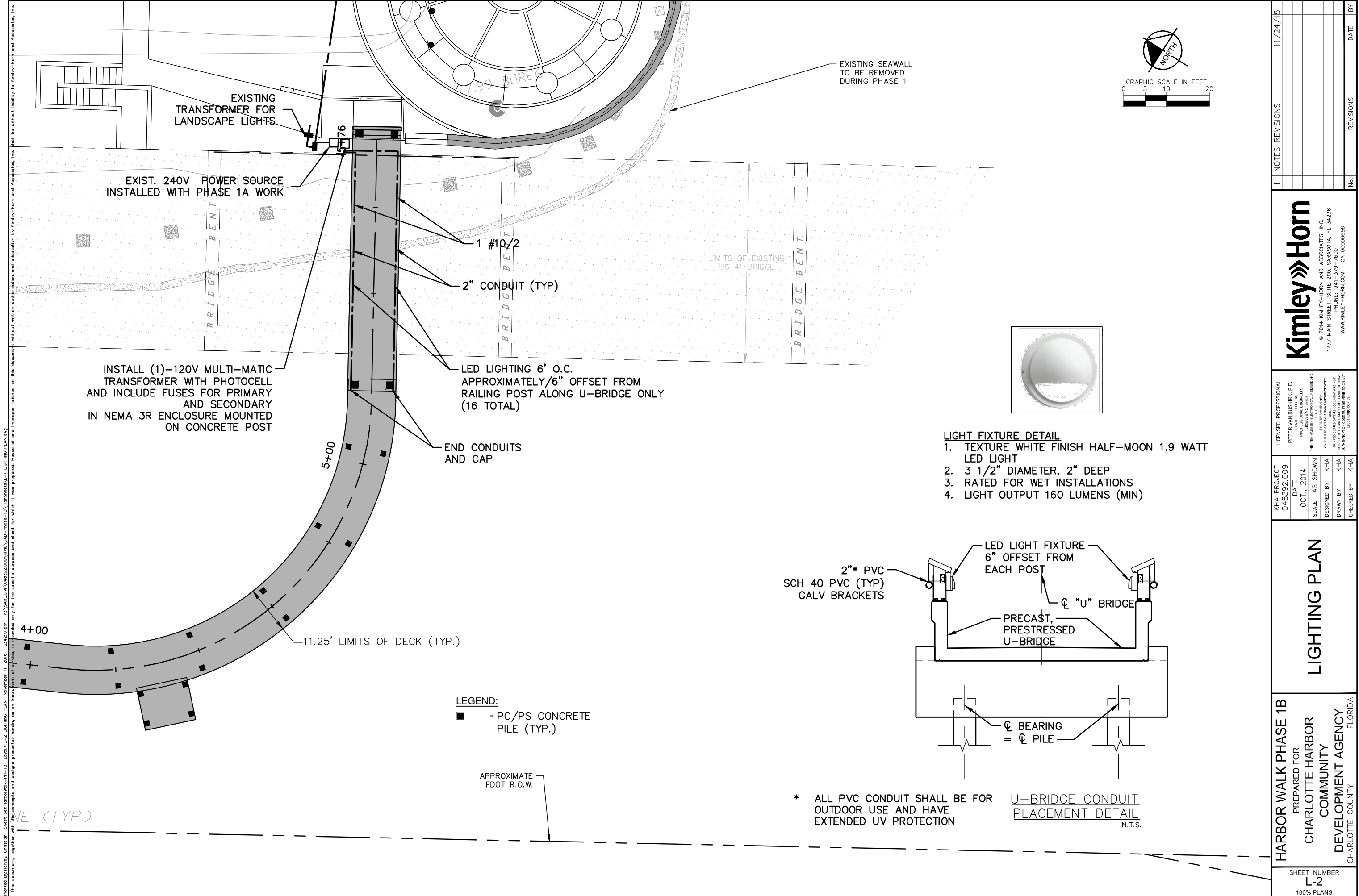


GRAPHIC SCALE IN FEET



A horizontal scale bar with tick marks at 0, 5, 10, and 20 feet. The bar is divided into alternating black and white segments, with each segment representing 2.5 feet.

HARBOR WALK PHASE 1B PREPARED FOR CHARLOTTE HARBOR COMMUNITY DEVELOPMENT AGENCY FLORIDA CHARLOTTE COUNTY	SHEET NUMBER L-1 100% PLANS	LIGHTING PLAN	KHA PROJECT 048392.009	LICENSED PROFESSIONAL	Kimley»Horn © 2014 KIMLEY—HORN AND ASSOCIATES, INC. 1777 MAIN STREET, SUITE 200, SARASOTA, FL 34236 PHONE: 941-379-7600 WWW.KIMLEY—HORN.COM CA 0000696	1	NOTES	REVISIONS	11/24/15
			DATE OCT., 2014	PETER VAN BUSKIRK, P.E. REGISTERED PROFESSIONAL ENGINEER LICENSE NO. 38659					
			SCALE AS SHOWN	THIS DRAWING HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY PETER VAN BUSKIRK ON 11/15/2015 USING AN AUTHENTICATION CODE.					
			DESIGNED BY KHA	PRINTED COPIES OF THIS DOCUMENT ARE NOT VALID FOR ANY PURPOSES. THE ORIGINAL AUTHENTICATION CODE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.					
			DRAWN BY KHA						
			CHECKED BY KHA			No.	REVISIONS	DATE	BY



1

NOTES

REVISIONS

11/24/15

1777 MAIN STREET, SUITE 200, SARASOTA, FL 34236

PH: 941.559.7600

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LICENSED PROFESSIONAL

PETER VAN BUSKIRK, P.E.

STATE OF FLORIDA

PROFESSIONAL ENGINEER

NO. 12548

EXPIRATION DATE 12/31/2018

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KHA PROJECT

048392.009

KHA DATE

OCT., 2014

KHA SCALE

AS SHOWN

KHA DESIGNED BY

KHA

KHA DRAWN BY

KHA

KHA CHECKED BY

KHA

HARBOR WALK PHASE 1B

PREPARED FOR

CHARLOTTE HARBOR

COMMUNITY

DEVELOPMENT AGENCY

FLORIDA

SHEET NUMBER

L-2

100% PLANS



PURCHASING DIVISION

Charlotte County Administration Center
18500 Murdock Circle, Suite 344
Port Charlotte, Florida 33948-1094

Phone 941.743.1378

Fax 941.743.1384

TO: PROSPECTIVE PROPOSERS

DATE: SEPTEMBER 29, 2025

PROPOSAL DUE DATE: 3:00 p.m. (EST), OCTOBER 15, 2025

RE: ADDENDUM #1, RFP NO. 20250718, DESIGN – LIVE OAK POINT PARK PHASE 2

Firms are hereby notified that this addendum shall be made a part of the above-named proposal and contract documents. The following are issued to revise/clarify the proposal and contract documents, and these items shall have the same force and effect as the original proposal and contract documents. Proposals to be submitted on the above-specified date at Purchasing shall conform to the revisions and clarifications as listed herein.

ITEM # 1 QUESTIONS/ANSWERS

Q1: Can you provide additional information and details on Phase 1 of this project?

A1: Phase 1 Shoreline Stabilization Project is designed to address erosion and improve the long-term stability of three key areas along the waterfront. The project includes the following improvements:

Area 1: Installation of approximately 294 linear feet of steel or vinyl toe wall inland of the mean high water line, helping to prevent erosion along the shoreline. In addition, about 88 square feet of riprap (rock) ditch lining will be placed in the upland area to enhance drainage and stability.

Area 2: A 145-foot-long steel sheet pile wall with a concrete cap will be installed along the sidewalk, set landward of the mean high water line, to stop further erosion. The project also includes selective trimming (391 square feet) of mangrove canopy and refurbishing approximately 247 square feet of riprap on the northwest side to support shoreline protection.

Area 3: A 75-foot-long steel sheet pile wall will be constructed just waterward of the existing deteriorating seawall to reinforce the shoreline. Additionally, around 150 tons of existing riprap in the uplands will be refurbished to restore its effectiveness in erosion control.

The Design Engineer for the Phase 1 portion is Weiler Engineering Corporation. Design and bid docs are complete and this work will be completed prior to Phase 2. The specific boundaries and limits of the project work areas for this phase will be finalized as part of the scope and fee negotiation process.

This addendum is binding and is to be considered as if contained within the original proposal documents of RFP No. 20250718. Firms are required to acknowledge receipt of this addendum on their proposal forms.

Kimberly A. Corbett, C.P.M., CPPB
Senior Division Manager - Purchasing

KAC/rm

cc: Professional Services Committee
Clerk
File



Charlotte County Purchasing Division
18500 Murdock Circle, Suite 344
Port Charlotte, Florida 33948-1094

Phone 941.743.1378

NOTICE OF AVAILABILITY

REQUEST FOR PROPOSALS
CHARLOTTE COUNTY, FLORIDA

The County of Charlotte will be receiving sealed proposals at the Purchasing Division, Suite 344, Charlotte County Administration Center, 18500 Murdock Circle, Port Charlotte, FL 33948-1094, for:

RFP NO. 20250718
DESIGN –LIVE OAK POINT PARK PHASE 2

It is the intent of Charlotte County to obtain professional design services for a firm to perform design of construction ready plans to be incorporated into the County's bid documents and all applicable Federal, State and Local permitting and construction oversight services for the partial demolition and complete replacement/repair of the boardwalk, T-dock fishing pier, water taxi pier and upland walkways including ramps and railings (concrete and paver). Estimated Budget: \$350,000

There will not be a Pre-Submittal Conference for this project. Please send all questions to the email address below.

PROPOSAL DUE DATE: 3:00 p.m. (EST), OCTOBER 15, 2025

Proposal Documents may be obtained by accessing the Charlotte County Purchasing Division's website at <https://purchasingbids.charlottecountyfl.gov> under "Purchasing Bids Online", document number 257182. Any questions can be answered by contacting Rhiannon Mills, Senior Contract Specialist at 941.743.1374, or email: Rhiannon.Mills@CharlotteCountyFL.gov

ELECTRONIC BID SUBMISSIONS: All submittals for this project shall be submitted electronically. Please visit <http://bit.ly/3TYAyKa> and follow given instructions.

Notice of Availability
Posted: September 24, 2025



Charlotte County Purchasing Division
18500 Murdock Circle, Suite 344
Port Charlotte, Florida 33948-1094

Phone 941.743.1378
Fax 941.743.1384

STATEMENT OF NO SUBMITTAL

If you **do not** intend to submit on this commodity/service, please return this form to the above address immediately. If this statement is not completed and returned, your company may be deleted from the Charlotte County Vendors' list for this commodity/service.

We, the undersigned, have declined to submit on requested commodity/service **RFP #20250718, DESIGN – LIVE OAK POINT PARK PHASE 2**, for the following reason(s):

- _____ Specifications too "tight", i.e. geared toward one brand or manufacturer only (explain below).
- _____ Insufficient time to respond to the Request for Proposal.
- _____ We do not offer this product or service.
- _____ Our schedule would not permit us to perform.
- _____ Unable to meet bond/insurance requirements.
- _____ Unable to meet specifications.
- _____ Specifications are unclear (explain below).
- _____ Remove us from your vendors' list for this commodity/service.
- _____ Other (specify below).

Remarks: _____

Company Name: _____

Contact Person (typed or printed): _____

Contact Person Signature: _____

Phone: _____ Fax: _____

E-Mail Address: _____

Note: Statement of No Submittal may be emailed to Rhiannon.Mills@CharlotteCountyFL.gov

TABLE OF CONTENTS
DESIGN –LIVE OAK POINT PARK PHASE 2
RFP NO. 20250718

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"No Submittal" Response Page	2
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 PART III – FEDERAL REQUIREMENTS	 11-16
 PART IV - PROPOSAL FORMAT & CRITERIA FOR AWARD	 17-20
 PART V - SUBMITTAL FORMS	 21-25

**REQUEST FOR PROPOSAL
DESIGN – BAYSHORE LIVE OAK SHORELINE
RFP 20250710**

PART I - INSTRUCTIONS

RP-01 INTENT:

A. It is the intent of the County to select a firm who clearly demonstrates the highest level of ability and proven reliability to perform the professional services specified in the Scope of Services. Brief summaries applicable to the required work should be included with the proposal.

B. **Time and Date Due** - Charlotte County will accept proposals from individuals, corporations, partnerships, and other legal entities authorized to conduct business in the State of Florida until **3:00 p.m., OCTOBER 15, 2025.**

RP-02 CONTRACT AWARDS: The County anticipates entering into a contract with one (1) firm who submit the proposal judged to be most advantageous to the County. The selected firm shall be required to sign a formal agreement in the standard form currently used by Charlotte County for professional services.

The proposer understands that this RFP does not constitute an agreement or a contract with the proposer. A proposal is not binding until proposals are reviewed and accepted by the Board of County Commissioners and a contract is executed by both parties.

RP-03 DEVELOPMENT COSTS: The County shall not be liable for any expense incurred in connection with preparation of a response to this Request for Proposal (RFP). Proposers should prepare a straightforward and concise description of the proposers' ability to meet the requirements of the RFP.

RP-04 INQUIRIES: The County will not respond to oral inquiries. Proposers may submit written or emailed inquiries regarding this RFP to Purchasing, 18500 Murdock Circle, Suite 344, Port Charlotte, Florida 33948 or Rhiannon.Mills@charlottecountyfl.gov. The County will respond to written or emailed inquiries received at least five (5) calendar days prior to the RFP due date.

The County will record its responses to inquiries and any supplemental instructions in the form of written addenda. It shall be the responsibility of the proposer, prior to submitting their proposals, to view the website <https://purchasingbids.charlottecountyfl.gov> to determine if addenda were issued, acknowledging and incorporating them into their proposal.

RP-05 PROPOSAL SUBMISSION AND WITHDRAWAL: The County will receive proposals electronically. Please visit <http://bit.ly/3TYAyKa> and follow given instructions.

Proposals received after the established deadline will not be opened. Proposers may withdraw their proposal by notifying the County in writing at any time prior to the due date. Proposals not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of 120 days to provide Charlotte County the services set forth in these specifications until one of the proposals has been accepted by the Board of County Commissioners. Upon opening, proposals become "public records" and shall be subject to public disclosure in accordance with Chapter 119, Florida Statutes.

RP-06 PROPOSAL RESTRICTIONS: In accordance with Ordinance #96-002, the manufacture, use, display or other employment of any facsimile or reproduction of the Charlotte County Seal, without the express, prior, written approval of the Board of County Commissioners of Charlotte County, Florida, is hereby declared to be unlawful and punishable as a Second-Degree Misdemeanor as provided in Section 165.043, Florida Statutes.

RP-07 DRUG FREE WORKPLACE: Charlotte County is a Drug Free Workplace. It is strongly suggested that the attached Drug Free Workplace Form be signed and returned to this office with the proposal.

RP-08 PUBLIC ENTITY CRIMES STATEMENT: In accordance with Florida Statutes Sec. 287.133(2)(a), "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods/services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for Category

Two, for a period of 36 months from the date of being placed on the convicted vendor list".

RP-09 CANCELLATION/TERMINATION: The County shall have the right to unilaterally cancel, terminate or suspend this Contract, in whole or in part, by providing the successful proposer thirty (30) days written notice by certified mail.

It is expressly understood by the County and the Contractor that funding for any successive fiscal years is contingent upon appropriation of monies by the Board of County Commissioners. In the event funds are not available or not appropriated, the County reserves the right to terminate the Contract and/or individual leases. The County will be responsible for any outstanding invoices prior to the termination.

RP-10 RESERVED RIGHTS: The County reserves the right to accept or reject any and/or all proposals, to waive irregularities and technicalities, and to request resubmission. Any sole response received the first submission date may or may not be rejected by the County, depending on available competition and timely needs of the County. The County shall be the sole judge of the proposal and the resulting agreement that is in its best interest, and its decision shall be final.

The County reserves the right to accept or reject any or any part of the submissions, if it is deemed in the best interest of the County. The County, in its sole discretion, may expand the scope of work to include additional requirements. The County reserves the right to investigate as it deems necessary to determine the ability of any firm to perform the work or services requested. The firms, upon request shall provide information the County deems necessary in order to make a determination.

RP-11 EQUAL EMPLOYMENT OPPORTUNITY CLAUSE: Charlotte County, Florida, in accordance with the provisions of Title VII of The Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all firms it will affirmatively ensure in any contract entered into pursuant to this advertisement, women-owned and minority business enterprises (collectively MBEs) will be afforded full opportunity to submit proposals in response to this advertisement and will not be discriminated against on the grounds of gender, race, color or national origin in consideration for an award. The County will consider the firm's status as an MBE or a certified MBE, and also the status of any sub-contractors or sub-consultants proposed to be utilized by the firm, within the evaluation process. Interested MBEs and certified MBEs are encouraged to respond.

All firms are hereby notified that the successful firms must and shall comply with the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Rehabilitation Act of 1973, the Americans with Disabilities Act and the Florida Civil Rights Act, all as amended. Specifically, firms agree that:

No person shall, on the grounds of race, color, sex, religion, age, disability, national origin or marital status, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program, activity or service funded through this Contract.

- Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, national origin or marital status. Contractor agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- Contractor will, in all solicitations or advertisements regarding program activities, services provided or applications for employment, state that all qualified applicants will receive consideration for services or employment without regard to race, color, religion, sex, age, disability, national origin or marital status.
- County may require Contractor to submit reports as may be necessary to indicate non-discrimination. County officials will be permitted access to Contractor's books, records, accounts and other sources of information and its facilities as may be pertinent to ascertain compliance with non-discrimination laws.

It is expressly understood that County shall have the right to terminate this Contract upon receipt of evidence of discrimination.

RP-12 PAYMENT: Request for payment must be submitted to Charlotte County Purchasing on a form approved by the County in accordance with contract documents. Price shall be net and all invoices payable according to the Local Government Prompt Payment Act (F.S.218.74).

RP-13 PERFORMANCE EVALUATION: At the end of the Contract, the receiving department will evaluate the successful proposers' performance. This evaluation will become public record.

RP-14 INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the

Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE** - Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

1. **Commercial General Liability – Occurrence Form (CG 00 01)**

Policy shall include bodily injury, property damage, broad form contractual liability and Explosion, Collapse and Underground (XCU) coverage.

- General Aggregate \$2,000,000
- Each Occurrence \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: "Charlotte County a political subdivision of the state of Florida and its officers, employees, agents and volunteers" shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor.
- b. Contractor's subcontractors shall be subject to the same minimum requirements identified above.
- c. Policy shall be endorsed for a waiver of subrogation against the Charlotte County.

2. **Automobile Liability**

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract. Automobile liability must be written on a standard ISO form (CA 00 01) covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned (Code 9) autos.

Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: "Charlotte County a political subdivision of the state of Florida and its officers, employees, agents and volunteers" shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".
- b. Contractor's sub-contractors shall be subject to the same minimum requirements identified in this section.
- c. Policy shall contain a waiver of subrogation against the Charlotte County.

3. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident, bodily injury or disease	\$1,000,000

- a. Policy shall contain a waiver of subrogation against the Charlotte County.
- b. Contractor's sub-contractors shall be subject to the same minimum requirements identified in this section.
- c. If the contractor has no employees the contractor must submit to the County the Workers Compensation Exemption from the State of Florida.

4. **Professional Liability (Errors and Omissions Liability) for Prime Contractors**

- a. Estimated Projection Construction Cost up to **\$9,999,999**

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000
- b. Estimated Projection Construction Cost from **\$10,000,000 to \$19,999,999**

Each Claim	\$2,000,000
Annual Aggregate	\$2,000,000
- c. Estimated Projection Construction Cost from **\$20,000,000 to \$40,000,000**

Each Claim	\$3,000,000
Annual Aggregate	\$3,000,000

- d. In the event that any professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of five (5) years beginning at the time work under this Contract is completed.
- e. Policy shall contain a waiver of subrogation against Charlotte County.

5. Professional Liability (Errors and Omissions Liability) for Subcontractors

In addition to the insurance requirements for the Contractor, the contractor's registered sub-contractors (including structural, civil, mechanical, plumbing, electrical engineering, landscape architecture, survey, geotechnical and materials testing) are required to carry Professional Liability insurance at the same levels and conditions as the Contractor.

Additional Insured – All policies, **except** for the Workers Compensation and Professional Liability shall contain endorsements naming the County its officers, employees, agents and volunteers as additional insured with respect to liabilities arising out of the performance of services contained herein. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to full extent provided by the policy, even if those limits exceed those required by this contract. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 20 10 11 85 or both CG 20 10 and CG 20 37 if later revisions used.

Waiver of Subrogation Rights – The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents and volunteers. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.

Policies Primary and Non-Contributory – For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, employees, agents and volunteers. Any insurance or self-insurance maintained by the County, its officers, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Severability of Interests – The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.

Proof of Coverage - Prior to the commencement of performance of services the Contractor shall furnish to the County Purchasing Division Certificates of Insurance and amendatory endorsements or copies of the applicable policy language effecting coverage required. These certificates shall provide that such insurance shall not be terminated or expire without notice thereof in accordance with the policy provisions and Contractor shall maintain such insurance from the time the Contractor commences performance of services until completion of such services. Within seven (7) calendar days of notice of award, the Contractor shall furnish a copy of the Declaration page and required endorsements for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

Acceptability of insurance carrier – Unless otherwise approved by Risk Management, Insurance shall be written by insurers authorized to do business in the State of Florida and with a minimum Best Insurance Guide rating of "A:VII".

Deductibles and Self-Insured Retention – Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management. The County may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the deductible or retention.

Failure to Procure Coverage – In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured or is cancelled and not replaced, the County has the right but not the obligation or duty to terminate the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.

Insurance Review – Insurance requirements are subject to periodic review by the County. The Risk Manager or designee is authorized, but not required, to reduce, waive, or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced or is not needed to protect the interests of the County.

In addition, if Risk Management determines that heretofore, unreasonably or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk. Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual, or alleged, on part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part to the County.

RP-15 UNAUTHORIZED ALIEN WORKERS: 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 Contractor of the employment provisions contained in Section 274A of the INA shall be grounds for termination of this Agreement by the County. In addition, 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.*

RP-16 EMPLOYEE BACKGROUND CHECK: If an owner, except a stockholder in a publicly traded corporation, or an employee of the Contractor has been convicted of any offenses requiring registration as a sexual offender or sexual predator, regardless of the location of conviction, the Contractor shall ensure that the offender's or predator's work on the project is consistent with the terms of his probation and registry requirements.

RP-17 PUBLIC RECORDS CLAUSE TO CONTRACTORS "ACTING ON BEHALF OF THE COUNTY": 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 109, PORT CHARLOTTE, FLORIDA 33948.

RP-18 SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS: Charlotte County will not request documentation of, or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor. Charlotte County does not give preference to vendors based on social, political, or ideological interests.

END OF PART I

PART II SCOPE OF SERVICES

RP-19 PROJECT DESCRIPTION: Charlotte County is requesting proposals from qualified firms to provide professional design services for a firm to perform design of construction ready plans to be incorporated into the County's bid documents and all applicable Federal, State and Local permitting and construction oversight services for the partial demolition and complete replacement/repair of the boardwalk, T-dock fishing pier, water taxi pier and upland walkways including ramps and railings (concrete and paver). It consists of approximately 17,500 square foot overwater boardwalk with cast concrete decking and wooden safety rail system, approximately 1,110 square foot T-dock fishing pier with cast concrete decking and wooden safety rail system, approximately 1,020 square foot water taxi pier with cast concrete decking and wooden safety rail system, stormwater outfalls, approximately 800 lineal feet upland walkways comprised of sidewalks and ramps with safety railing located at Live Oak Point Park 5100 Tamiami Trail, Charlotte Harbor, FL 33980. This is a Disaster Recovery Project. ****Project scope does not include Phase 1 stabilization scope including seawall repair, revetment, shoreline stabilization and upland paver walkways. Project boundaries will be verified****

Elements include, but are not limited to, the following:

1. **Design and Permitting Services** - project initiation, data collection, preliminary design and permitting.
2. **Construction Services** – value engineering, costing, construction plans and specifications and bid process requirements.
3. **Construction Management** – pre-construction meeting, scheduling, observation, review permits, submittals, pay applications

RP-20 SCOPE OF SERVICES: The scope of services shall include, but not be limited to the following:

A. Design and Permitting Services:

1. Site Analysis/Permitting - Collecting site data, providing site studies, surveys, preparation of site plans, meetings with public utility agencies, all necessary permitting agency applications and approvals, coordination meetings and presentations to local officials and County representatives.
 - a. All necessary permitting agencies could include County DRC, SWFWMD, FDEP, USFWS, NMFS and USACE where necessary for the project's completion in compliance with applicable regulations. Ensure that project will fully comply with all relevant environmental and historic preservation (EHP) requirements, in accordance with FEMA regulations and applicable federal, state, and local laws. These include but are not limited to adherence to protocols within the allowances of Nationwide Permit 03 (Maintenance) pertaining to Section 404 of the Clean Water Act and/or Section 10 of the Rivers and Harbors Act if applicable.
2. The Schematic Design Phase - Conferences and consultations with staff and the respective advisory personnel/committees resulting in preliminary studies and sketches of the project to arrive at an acceptable solution of the design problem.
3. The Design Development Phase - Refinement of schematic design with staff and the respective advisory personnel resulting in selection of materials and construction systems. Provide progress set of plans including cost estimate and review with the County's Community Services Department.
4. Develop and/or incorporate Hazard Mitigation elements (HMP) for storm resiliency in line with potential for FEMA funding.

B. Construction Services:

1. The Construction Document Phase - Preparation of final working drawings, large scale details and specifications meeting standard codes for obtaining bids, building permits and getting a contract for construction including cost estimate. Provide an Opinion of Probable Cost (OPC) for full completion of the project.
 - a. All documents shall be thorough and absent of ambiguities and totally coordinated between the various engineering disciplines and reviewed with the County's Community Services Department. In addition to paper construction documents, provide electronic format (AutoCAD) set of plans to Community Services.

C. Construction Management:

1. The Construction Observation Phase - Review the construction and determine that the project is constructed in accordance with the approved plans and specifications. The construction observation services shall include, but not be limited to the following:
 - a. Project coordination meetings.
 - b. Observations when work is being performed, and circumstances may be required to determine the progress and quality of the construction project.
 - c. Review and process shop drawings and submittals.
 - d. Final observation and certification to the County that the project has been completed in accordance with the plans and specifications.
 - e. Provide final inspection and punch list before and after substantial completion of the project.
 - f. Coordinate as-built documentation.

END OF PART II

PART III FEDERAL REQUIREMENTS

The projects, programs, and activities to be completed under this Agreement are fully or partially funded by Federal funding, grants and/or disaster assistance from various federal and state agencies including, but not limited to, the Florida Division of Emergency Management (FDEM) and the Federal Emergency Management Agency (FEMA). Therefore, consultants, contractors and their subcontractors (hereinafter referred to as "Contractor") will be required to comply with the applicable provisions of 2 C.F.R. Part 200, Appendix II and with the following provisions, **as applicable**. The Contractor shall require compliance with all applicable federal requirements as may be required by 2 C.F.R. Part 200, Appendix II, and as are listed below, of all subcontractors performing work the value of which is in excess of \$10,000, by including these federal requirements in all contracts with subcontractors.

Title VI List of Pertinent Nondiscrimination Acts and Authorities.

During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities, as applicable, including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Subcontractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of

1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income

Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

ADDITIONAL FEDERAL REQUIREMENTS

To the extent applicable to the services and/or goods provided under this Agreement, Contractor and any of its subcontractors used as part of this Agreement, expressly agree to adhere to the following provisions, as required:

Activities Abroad. Contractor agrees that with regard to activities undertaken pursuant to this Agreement, such activities carried on outside the United States are coordinated as necessary with appropriate government authorities and the appropriate licenses, permits, or approvals are obtained.

Controlled Substances. Contractor agrees that it shall not knowingly use funds provided under this Agreement to support activities that promote the legalization of any drug or other substance included in Schedule I of the schedule of controlled substances established by section 202 of the Controlled Substances Act, 21 U.S.C. 812.

Human Rights. Contractor assures that the human rights of all persons with developmental disabilities (especially those without familial protection) who are receiving treatment, services or habilitation under programs assisted under this title, will be protected consistent with P.L. 88-164, Title I, s. 110, as amended, 42 U.S.C. s. 6009, the

federal Developmental Disabilities Assistance and Bill of Rights Act, and s. 393.13, Fla. Stat., Florida's Bill of Rights of Persons with Developmental Disabilities.

Restrictions on Abortion and on Distribution of Sterile Needles. Contractor agrees that it shall not use funds provided under this Agreement for an abortion. Further, Contractor agrees that funds shall not be used to carry out any program of distributing sterile needles or syringes for hypodermic injection of any illegal drug.

U.S. Flag Air Carrier. Contractor agrees that as it pertains to the services provided under this Agreement, U.S. flag air carriers shall be used to the maximum extent possible when commercial air transportation is the means of travel between the United States and a foreign country or between foreign countries.

U.S. Patriot Act; Public Health Security & Bioterrorism Preparedness & Response Act. Contractor will comply with the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA Patriot Act) amending 18 U.S.C. 175-175c.; The Public Health Security and Bioterrorism Preparedness and Response Act of 2002, 42 U.S.C. 201.

Trafficking Victims Protection Act. Contractor will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits Contractor/consultant from (1) engaging in severe forms of trafficking in persons during the period of time that this Contractor Agreement is in effect; (2) procuring a commercial sex act during the period of time that this Contractor Agreement is in effect; or (3) using forced labor in the performance of the Contractor services under this Contractor Agreement. This Contractor Agreement may be unilaterally terminated immediately by County for Contractor's violating this provision, without penalty.

Gun Control – Consolidation Appropriations Act, 2017, Pub. L. 115-31, Section 217. None of the funds made available under this Contractor Agreement may be used in whole or in part to advocate or promote gun control.

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Contractor Agreement Act (33 U.S.C. 1251-1387) as amended. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

Procurement of Recovered Materials. Contractor and any subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this Agreement and to the extent practicable, the Contractor and subcontractor are to use products containing the

highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247.

Debarment and Suspension. This Agreement is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. s.180.995) or its affiliates (defined at 2 C.F.R. s. 180.905) are excluded (defined at 2 C.F.R. s. 180.940) or disqualified (defined at 2 C.F.R. s 180.935). The Contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by Charlotte County. If it is later determined that the Contractor did not comply with 2 C.F.R. Part 180, subpart C, and 2 C.F.R. Part 3000, subpart C, in addition to remedies made available to Charlotte County, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transaction.

Equal Employment Opportunity (2 CFR Part 200, Appendix II(C); 41 CFR § 61-1.4; 41 CFR 61-4.3; Executive Order 11246). During the performance of this Agreement, the Contractor agrees as follows: (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause; (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin; (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in

which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information; (4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other Contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment; (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor; (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.; (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government Contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law; (8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. *Provided, however*, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Domestic Preference for Procurements. In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, to the greatest extent practicable when

using federal funds for the services provided in this Agreement, Contractor shall provide a preference for the purchase, acquisition, or use of goods and products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

Prohibition on certain telecommunications and video surveillance services or equipment. In accordance with 2 CFR 200.216, Contractor and any subcontractors are prohibited to obligate or spend federal funds to: (1) procure or obtain, (2) extend or renew a Contractor Agreement to procure or obtain; or (3) enter into a Contractor Agreement to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub. L. 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). ii. Telecommunications or video surveillance services provided by such entities or using such equipment. iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country.

Enhanced Whistleblower Protections. The National Defense Authorization Act of 2013 extending whistleblower protections to Contractor employees may apply to the Federal grant award dollars involved with this Agreement.

Federal Funding Accountability and Transparency Act (FFATA). In accordance with FFATA, the Contractor shall, upon request, provide the County the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received \$25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

Federal Awardee Performance and Integrity Information System (FAPIIS). The Contractor shall update the information in the Federal Awardee

Performance and Integrity Information System (FAPIS) on a semi-54r

Sub Agreements/Assignments and W/MBE. Contractor shall not subcontract, nor assign this Agreement, or any part of the services provided under this Agreement, without prior written consent of County. In accordance with 45 CFR s. 75.330 and 2 CFR s. 200.321, Contractor acknowledges that if it subcontracts any work pertaining to this Agreement, it will take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative Steps include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Davis-Bacon Act: For all construction contracts and other projects, if applicable, the Contractor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. §§ 3141-3144 and 3136-3148), and to require all of its subcontractors performing work under this Agreement to adhere to same. The Contractor and its subcontractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor and its subcontractors are required to pay wages not less than once a week. If the federally funded award contains Davis Bacon provisions, the Contractor shall place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation documents. The decision to award a contract shall be conditioned upon the acceptance of the wage determination. The Contractor shall report all suspected or reported violations of the Davis-Bacon Act to the County.

Copeland Anti Kick Back Act: Contractor and its subcontractors shall comply with all the requirements of the Copeland Anti-Kickback Act (18 U.S.C. § 874 and 40 U.S.C. § 3145, as supplemented by Department of Labor regulations at 29 CFR Part 3), which are incorporated by reference to this Agreement. Contractor and its subcontractors are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled. The contractor or subcontractors shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring

subcontractors to include these clauses in any lower tier contracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. s. 5.12.

Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701–3708 and 29 C.F.R. §§ 5.5 (b)(1)–(4).

Contracts awarded in excess of \$100,000 that involve the employment of mechanics and laborers must be in compliance with 40 U.S.C. ss.3702 and 3704, as supplemented by the Department of Labor Regulations in 29 C.F.R. Part 5.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section. (3) Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section. (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for

compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.”

Byrd Anti-Lobbying (31 U.S.C s. 1352, as amended).

Contractors who apply or bid for an award of more than \$100,000 shall file the required Anti-Lobbying certification at the time of bid. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. s. 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the Federal awarding agency.

DHS Seal, Logo and Flags.

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of the flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.

Access to Records.

The Contractor agrees to provide Charlotte County, the FDEM, the FEMA Administrator, the Comptroller General of the United States, any other Federal grantor, or any of their authorized representatives, access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to provide the FEMA Administrator or the administrator of any other Federal grantor, or their authorized representatives, access to construction or other work sites pertaining to the work being completed under the agreement. In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, Charlotte County and the Contractor acknowledge and agree that no language in this agreement is intended to prohibit audits or internal review by the FEMA Administrator, any other Federal grantor, or the Comptroller General of the United States.

Compliance with Federal Law, Regulations, and Executive Orders and Acknowledgement of Federal Funding.

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the agreement. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures and directives.

No Obligation by Federal Government.

The federal government is not a party to this agreement and

is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the agreement.

Program Fraud and False or Fraudulent Statements or Related Acts.

The Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor’s actions pertaining to this agreement.

Copyright and Data Rights.

The Contractor grants to Charlotte County a paid-up royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance if this agreement to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the agreement but not first produced in the performance of this agreement, the Contractor will identify such data and grant to Charlotte County or acquire on its behalf a license of the same scope as for data first produced in the performance if this agreement.

Remedies.

Unless otherwise provided by the agreement, all claims, counter-claims, disputes and other matters in question between the County and the Contractor arising out of or relating to the agreement, or the breach of it, that cannot be resolved by and between the parties after conferring in good faith, will be decided by a court of competent jurisdiction pursuant to Florida law. If such dispute is in state court, venue shall be in the Twentieth Judicial Circuit Court in and for Charlotte County, Florida. If in federal court, venue shall be in the U.S. District Court for the Middle District of Florida, Ft. Myers Division.

Termination for Cause or Convenience.

The County may terminate the agreement at any time, for cause or convenience, by providing written notice to the Contractor, of determined by the County to be in the County’s best interest. If the agreement is terminated, the Contractor shall be paid for all work actually performed, and all costs actually incurred prior to contract termination.

ENVIRONMENTAL COMPLIANCE

In performing under this Agreement, Contractor and its subcontractors, to the extent applicable, shall comply with all of the federal environmental statutes, regulations, and executive orders listed below, as applicable:

- 1.The National Environmental Policy Act (42 U.S.C. § 4321 et. seq.)
- 2.The Endangered Species Act (16 U.S.C. § 1531 et seq.)
- 3.Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. § 1801 et seq.)

4.Clean Water Act Section 404 (33 U.S.C. § 1344 et seq.)

5.The Migratory Bird Treaty Act (16 U.S.C. §§ 703-712); Bald and Golden Eagle Protection Act (16 U.S.C. § 668 et seq.), and Executive Order No. 13186, Responsibilities of Federal Agencies to Protect Migratory Birds

6.National Historic Preservation Act (54 U.S.C. § 300101 et seq.) and the Advisory Council on Historic Preservation Guidelines (36 CFR part 800)

7.Clean Air Act (42 U.S.C. § 7401 et seq.), Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.) (Clean Water Act), and Executive Order 11738 (“Providing for administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal contracts, grants or loans”). Violations must be reported to the County and the Regional Office of the Environmental Protection Agency (EPA) immediately upon discovery.

8.The Flood Disaster Protection Act (42 U.S.C. § 4002 et seq.)

9.Executive Order 11988 (“Floodplain Management”) and Executive Order 11990 (“Protection of Wetlands”)

10.Executive Order 13112 (“Invasive Species”)

11.The Coastal Zone Management Act (16 U.S.C. § 1451 et seq.)

12.The Coastal Barriers Resources Act (16 U.S.C. § 3501 et seq.)

13.The Wild and Scenic Rivers Act (16 U.S.C. § 1271 et seq.)

14.The Safe Drinking Water Act (42 U.S.C. § 300 et seq.)

15.The Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.)

16.The Comprehensive Environmental Response, Compensation, and Liability Act (Superfund) (42 U.S.C. § 9601 et seq.)

17. Executive Order 12898 (“Environmental Justice in Minority Populations and Low Income Populations”)

18.Rivers and Harbors Act (33 U.S.C. § 407)

19.Marine Protection, Research and Sanctuaries Act (Pub. L. 92-532, as amended), National Marine Sanctuaries Act (16 U.S.C. § 1431 et seq.), and Executive Order 13089 (“Coral Reef Protection”)

20.Farmland Protection Policy Act (7 U.S.C. 4201 et seq.)

21.Fish and Wildlife Coordination Act (16 U.S.C. 661 et seq.)

22.Pursuant to 2 CFR §200.322, Contractor and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

END OF PART III

**PART IV
PROPOSAL FORMAT & EVALUATION METHOD**

RP-21 RULES FOR PROPOSALS:

A. The proposal must name all persons or entities interested in the proposals as principals. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

B. The following is an excerpt from Charlotte County Resolution #2011-221 and applies to this proposal: **"Any questions regarding a project or submittal shall be directed to the designated person in the Purchasing Division for a response. From the time the notice of request for proposals is published until the contract is awarded, there shall not be any contact between a proposer, agent or other representative and any member of the selection committee, user department, Administration, or any member of the Board of County Commissioners regarding the project or proposal submitted by any proposer. Should any member of the selection committee initiate contact or fail to report any contact, such committee member may be subject to disciplinary action up to and including dismissal. If any proposer, agent or other representative contacts any committee member, user department, Administration or member of the Board of County Commissioners regarding a request for proposals or submitted proposal, the proposer is subject to sanctions up to and including having the County disqualify the firm's submittal."**

C. For your information, the members of the Professional Services Committee for this project are as follows:

Lonne Moore, Projects Manager, Community Services
Matt Logan, Projects Manager, Public Works
Scott Brouillard, Project Manager, Facilities Management

RP-22 PROPOSAL FORMAT: Firms shall prepare their proposals using the format outlined in the Consultant Evaluation Form on pages 19 and 20.

RP-23 PROPOSAL REQUIREMENTS: In addition to the information required in the Consultant Evaluation Form, provide the following information:

A. Team Organization, Management and General Qualifications - Multiple firm or joint venture teams should clearly identify the roles and responsibilities of the proposed participants. Team and project management structure should be documented. The principal within the prime firm responsible for the project and the proposed project manager should be identified and a statement presented that those persons would not be substituted without the express permission of the County. Teams should demonstrate experience in previous similar projects.

B. Work Plan - Firms submitting should demonstrate their understanding of the project. An outline description of anticipated project tasks in sequence should be prepared. Firms should identify anticipated deliverables and a general schedule for a project of this magnitude.

C. Individual Qualifications - Firms should submit the resumes of key people. Firms should specifically identify the **lead designer** on the project and his/her qualifications. Provide a statement indicating that the **designer** will not be substituted without the express permission of the County.

D. Experience and References - Supply materials indicative of experience in other projects of similar complexity. A reference list for each firm is required, including name, project and telephone number. A reference list for the **lead designer** is required identifying name, project and telephone number.

Proposals are to be typed on the firm's letterhead, specifically referring to the project and the scope of services, containing all required information. That information is to be submitted electronically. Please visit <http://bit.ly/3TYAyKa> and follow given instructions.

RP-24 EVALUATION METHOD AND CRITERIA:

A. General - The County shall be the sole judge as to the merits of the proposal, and the resulting agreement. The County's decision will be final. **Please note that proposals will be evaluated on content, not bulk.**

The County's evaluation criteria will include, but shall not be limited to, considerations listed on **Proposal Requirements, page 17**. As mentioned in PROPOSAL FORMAT, the proposals should be prepared using the format outlined in the Consultant Evaluation Form on pages 19 and 20.

B. Selection - The Professional Services Committee shall evaluate the proposals submitted. Telephone discussions will be held with all firms submitting and a short list of firms from proposals will be ranked in order. Final approval will be by the Board of County Commissioners who may request public presentation.

RP-25 ANTICIPATED SCHEDULE: The projected schedule of events for this proposal is as follows:

09/24/2025	County advertises for proposals
10/15/2025	Proposal due date
10/23/2025	Professional Services Committee short lists firms

EVALUATION FORM

CONSULTANT EVALUATION FORM CHARLOTTE COUNTY, FLORIDA

RFP# 20250718, DESIGN –LIVE OAK POINT PARK PHASE 2

<i>Evaluation Criteria</i>	<i>Value</i>	<i>Assigned Value</i>	<i>Weight</i>	<i>Score</i>
I. TEAM PROPOSED FOR THIS PROJECT A. Background of the personnel 1. Project Manager 2. Subconsultants, and other Key Personnel B. Resumes	1-5		X 10	
II. PROPOSED MANAGEMENT PLAN A. Team Organization 1. Site Analysis/Permitting Phase 2. Schematic Design Phase 3. Design Development Phase 4. Construction Document Phase 5. Construction Observation Phase B. Roles and Responsibilities of Participants	1-5		X 15	
III. PREVIOUS EXPERIENCE OF TEAM PROPOSED FOR THIS PROJECT A. Relevant work history with public/government facilities and CM method B. Relevant work history with Marine/Seawall/Civil, Coastal, Engineering and Structural projects. C. Permitting experience with coastal regulatory agencies. D. Design within a fixed project budget.	1-5		X 15	
IV. PROJECT CONTROL A. Schedule 1. What techniques are planned to assure that schedule will be met? 2. Who will be responsible to assure that schedule will be met? B. Cost 1. What control techniques are planned? 2. Demonstrate ability to meet project cost control. 3. Who will be responsible for cost control? C. Recent, current and projected workload	1-5		X 10	
V. PRESENT PROPOSED DESIGN APPROACH FOR THIS PROJECT A. Describe proposed design methodology, including phased approach. B. What problems do you anticipate and how do you propose to solve them? C. Describe innovative approaches in production and design.	1-5		X 15	
VI. PRESENT EXAMPLES OF RECENTLY ACCOMPLISHED SIMILAR PROJECTS A. Describe the projects to demonstrate. 1. Schedule and Cost control. 2. Construction problems and means taken to solve them. 3. Any additional construction costs caused by design deficiencies, not program changes. 4. Project delivering seawalls.	1-5		X 17	

PART V - SUBMITTAL FORMS
PROPOSAL SUBMITTAL SIGNATURE FORM

1.	Project Team Name and Title		Years experience	City of office individual will work out of for this project	City individual's office is normally located	City of individual's residence
2.	Magnitude of Company Operations					
	A) Total professional services fees received within last 24 months:				\$	
	B) Number of similar projects started within last 24 months:					
	C) Largest single project to date:				\$	
3.	Magnitude of Charlotte County Projects					
	A) Number of current or scheduled County Projects					
	B) Payments received from the County over the past 24 months (based upon executed contracts with the County).				\$	
4.	Sub-Consultant(s) (if applicable)	Location	% of Work to be Provided	Services to be Provided		
5.	Disclosure of interest or involvement: List below all private sector clients with whom you have an active pending contract and who have an interest within the areas affected by this project. Also, include any properties or interests held by your firm, or officers of your firm, within the areas affected by this project.					
	Firm	Address				
	Phone #	Contact Name				
	Start Date	Ending Date				
	Project Name/Description					

NAME OF FIRM _____

(This form must be completed and returned)

6. Minority Business: The County will consider the firm's status as an MBE or a certified MBE, and also the status of any sub-contractors or sub-consultants proposed to be utilized by the firm, within the evaluation process.	Yes _____ No _____
Comments or Additional Information:	

The undersigned attests to his/her authority to submit this proposal and to bind the firm herein named to perform as per contract, if the firm is awarded the Contract by the County. The undersigned further certifies that he/she has read the Request for Proposal, Terms and Conditions, Insurance Requirements and any other documentation relating to this request and this proposal is submitted with full knowledge and understanding of the requirements and time constraints noted herein.

By signing this form, the proposer hereby declares that this proposal is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

In accordance with section 287.135, Florida Statutes, the undersigned certifies that the company is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and does not have business operations in Cuba or Syria (if applicable) or the Scrutinized Companies that Boycott Israel List, or is not participating in a boycott of Israel.

As Addenda are considered binding as if contained in the original specifications, it is critical that the Consultant acknowledge receipt of same. The submittal may be considered void if receipt of an addendum is not acknowledged.

Addendum No. _____ Dated _____	Addendum No. _____ Dated _____	Addendum No. _____ Dated _____
Addendum No. _____ Dated _____	Addendum No. _____ Dated _____	Addendum No. _____ Dated _____

Type of Organization (please check one):	INDIVIDUAL CORPORATION	() ()	PARTNERSHIP JOINT VENTURE	() ()
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Firm Name	Telephone
-----------	-----------

Fictitious or d/b/a Name	Federal Employer Identification Number (FEIN)
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Home Office Address

City, State, Zip	Number of Years in Business
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Address: Office Servicing Charlotte County, other than above

Name/Title of your Charlotte County Rep.	Telephone
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Name/Title of Individual Binding Firm (Please Print)

Signature of Individual Binding Firm	Date
--------------------------------------	------

Email Address

(This form must be completed & returned)

DRUG FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that _____
does: (name of business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Proposer's Signature

Date

NAME OF FIRM _____
(This form must be completed and returned)

**HUMAN TRAFFICKING AFFIDAVIT
for Nongovernmental Entities Pursuant To FS. §787.06**

Charlotte County Contract #20250718

The undersigned on behalf of the entity listed below, (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. I am over the age of 18 and I have personal knowledge of the matters set forth except as otherwise set forth herein.
2. I am an officer or representative of the Nongovernmental Entity and authorized to provide this affidavit on the Company's behalf.
3. Nongovernmental Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.
4. This declaration is made pursuant to Section 92.525, Florida Statutes. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated in it are true.

Further Affiant sayeth naught.

Signature

Printed Name

Title

Nongovernmental Entity

Date

NAME OF FIRM _____

(This form must be completed and returned)

BYRD ANTI-LOBBYING CERTIFICATION

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of an Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Date

Type or Print Name

Signature

Title

END OF PART V

NAME OF FIRM _____

(This form must be completed and returned)