

CONTRACT NO. 2022000298
AGREEMENT BETWEEN CHARLOTTE COUNTY
and
JOHNSON ENGINEERING, INC.
for
DESIGN – SIDEWALK AND DECORATIVE LIGHTING –
NORTH BEACH ROAD

THIS AGREEMENT (hereinafter the "Agreement"), is made and entered into by and between CHARLOTTE COUNTY, a political subdivision of the State of Florida, 18500 Murdock Circle, Port Charlotte, Florida 33948-1094 (hereinafter the "County") and JOHNSON ENGINEERING, INC., 2122 Johnson Street, Fort Myers, Florida 33901 (hereinafter the "Consultant").

WITNESSETH

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

WHEREAS, the Consultant has reviewed RFP No. 2022000298 required pursuant to this Agreement and is qualified, willing and able to provide and perform all such services in accordance with its terms; and

WHEREAS, the County, through a selection process conducted in accordance with the requirements of law and County policy, has determined that it would be in the best interest of the County to award a contract to Consultant for the rendering of those services described in the RFP 2022000298 and the Scope of Services, incorporated herein.

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

ARTICLE 1.
INCORPORATION OF DOCUMENTS

1.1. RFP No. 2022000298, issued by the County on April 7, 2022 and consisting of pages 1 through and including 16; and the Proposal submitted by Consultant dated May 13, 2022, all filed with the Clerk of the Circuit Court of Charlotte County, Minutes Division, as RFP No. 2022000298, are hereby specifically incorporated into and made a part of this Agreement as if same had been set forth at length herein. The Scope of Services containing the Project Services, Schedule and Contract Pricing is attached hereto as **Exhibit A** and is specifically incorporated into and made a part of this Agreement.

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

- 1) This Agreement including the Exhibits attached hereto;
- 2) RFP No. 2022000298;
- 3) The Proposal submitted by Consultant dated May 13, 2022.

ARTICLE 2.
CONSULTANT'S SCOPE OF SERVICES

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

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

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

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

ARTICLE 3.
COMPENSATION AND PAYMENT FOR CONSULTANT 'S SERVICES

3.1. County shall pay Consultant for those tasks and services provided in **Exhibit A** actually performed by Consultant and in accordance with **Exhibit A**. The total payment to Consultant shall not exceed Four Hundred Forty-Four Thousand Six Hundred Forty Dollars and no cents (\$447,640.00) for Consultant's services under this Agreement, performed in accordance with the Scope of Services and this Agreement.

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

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

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

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

ARTICLE 4.
CONSULTANT'S RESPONSIBILITIES

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

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

ARTICLE 5.
OWNERSHIP AND USE OF DOCUMENTS

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

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

ARTICLE 6.
COUNTY'S RESPONSIBILITIES

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

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

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

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

ARTICLE 7.
TERM / TERMINATION

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

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

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

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

ARTICLE 8.
NO CONTINGENT FEES

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

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

ARTICLE 9.
NOTICES

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

<u>Consultant:</u> Johnson Engineering, Inc.	<u>County:</u> Purchasing Division
Name: Ryan Bell, PE, PTOE Director of Transportation	Name: Kimberly A. Corbett Senior Division Manager
Address: 2122 Johnson Street Ft. Myers, FL 33901	Address: Charlotte County Purchasing 18500 Murdock Circle, Suite 344 Port Charlotte, Florida 33948

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

ARTICLE 10.
TRUTH-IN-NEGOTIATION CERTIFICATE

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

ARTICLE 11.
ASSIGNMENT

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

ARTICLE 12.
EXTENT OF AGREEMENT / SEVERABILITY / MODIFICATION

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

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

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

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

ARTICLE 13.
GOVERNING LAW / VENUE

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

ARTICLE 14.
INDEPENDENT CONTRACTOR STATUS

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

ARTICLE 15.
AUDIT AND RECORDS REQUIREMENTS

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

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

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

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

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

**ARTICLE 16.
INDEMNIFICATION**

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

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

**ARTICLE 17.
SCRUTINIZED VENDORS**

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

ARTICLE 18
EMPLOYEE RESTRICTIONS

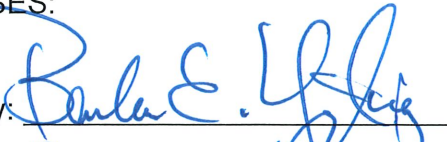
18.1. Charlotte County will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a [Section 274A of the Immigration and Nationality Act (“INA”)]. The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


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

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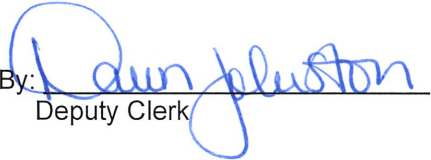
IN WITNESS WHEREOF, the parties hereto have caused the execution of this agreement as of the date and year written below.


WITNESSES:


Signed By: 
Print Name: BARBARA E. Kingling
Date: 4-12-2023

JOHNSON ENGINEERING, INC.
Signed by: 
Title: BRANCH MANAGER
Date: 12 APRIL 2023

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

By: 
Deputy Clerk

**BOARD OF COUNTY COMMISSIONERS
OF CHARLOTTE COUNTY, FLORIDA**
By: 
William C. Truex, Chairman
Date: April 11, 2023




APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
By: 
Janette S. Knowlton, County Attorney
LR23-0373

Exhibit List:
Exhibit A – Scope of Services, Contract Schedule and Contract Pricing

EXHIBIT A



RFP 22-298
Exhibit A

SIDEWALK & DECORATIVE
LIGHTING - NORTH BEACH RD

Consultant = Johnson Engineering, Inc.
Subconsultant = Axis Engineering
Lat: 26.937960 Long: -82.368293

STR: 01-41-19

County = Charlotte County
CCPW = Charlotte County Public Works

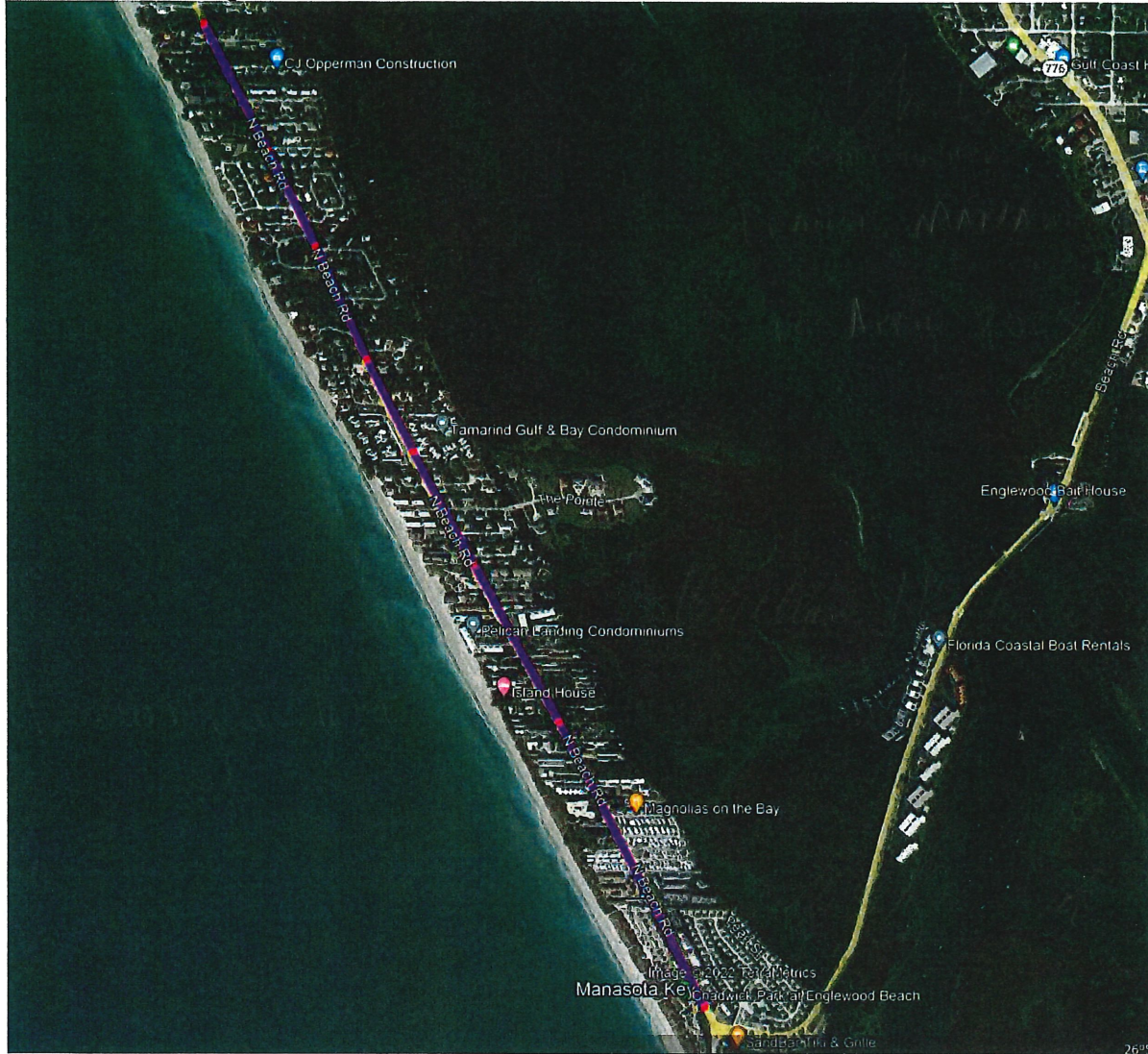


Figure 1: North Beach Road Project limits (magenta line)

SECTION I PROJECT DESCRIPTION AND LIMITS

- 8' (allowance to 6'5' minimum in justified conditions only) wide concrete multi-use pathway (MUP) along North Beach Road from north end of the existing Manasota Beach parking facility to the Sarasota County line (approx. 7,900± lf), with the side of the street to be determined (see Figure 1)
- There are existing bike lane signs and marking on the existing pavement, these shall be maintained and accounted in design
- North Beach Road is mostly a ~75 ft R/W from just north of the Manasota Beach Rd parking lot to approx. 2854 N Beach Rd, then there are several transitions from ~60 ft to ~66 ft R/W from said address to Sarasota County line
- Survey shall include the entire R/W of N Beach Rd

- e) County stakeholders shall approve the side of the R/W location of the MUP after the Task 1.2.1 Route Analysis, Evaluation & Recommendation is completed and Consultant shall only perform design on the selected side, if after 30% it is deemed to change sides and additional services task will be negotiated at that time
- f) ADA considerations of the proposed concrete MUP shall be considered
- g) Necessary signage & mailbox relocation shall be included with this project; *all signage to be on decorative pole standards*
- h) No street widening of the pavement is proposed, design shall include accommodations for existing drainage roadside swales and side lots of existing lots to match or re-establish drainage patterns and original design (any existing plans available to be provided by CCPW)
- i) Southwest Florida Water Management District (SWFWMD) pathway exemption is included in this scope/fee, if SWFWMD elevates to a full ERP additional services will be negotiated
- j) No pavement analysis or restoration is included in this design
- k) Only coordination of existing utilities; no utilities design or utility adjustments are included; only surface adjustments of valves, collars, surface treatments the design will directly affect
- l) This project will be removing the existing lighting poles and some existing poles also have signage on them; new decorative poles will need to be placed for the existing signs as the new decorative lighting layout will not line up with the existing
- m) The Pembco Light fixtures shall be used for the seat turtle lighting w/no remote control needed; no banners/flag/decorative accessories shall be included on any of the new decorative lighting poles
- n) Speed limit for design to be 35 mph, per County direction
- o) County to get with USPS (United States Postal Service) in regard to mailbox panels needs and requirements and shall convey to Consultant team
- p) Items specifically excluded (not a complete list): subsurface utility survey (SUE), mid-block crossing(s) with an RFB (Rapid Flashing Beacon) assembly, landscape, irrigation, sitting pavilion, oasis design, Sarasota County or Florida Department of Transportation (FDOT) coordination/permitting, no beach access points to be accounted for in design, no conversion of FPL undergrounding of facilities, coordination with proposed development along the corridor, fiber infrastructure coordination, on-street parking, traffic calming features

SECTION II APPLICABLE STANDARDS

All plans and designs are to be prepared with English values. The latest editions, unless noted otherwise at the time this agreement is executed, of the following manuals and guidelines shall be used as resources and reference materials in the performance of the CONSULTANT's work:

1. Southwest Florida Water Management District (SWFWMD), Environmental Resource Permitting Information Manual
2. AASHTO Roadside Design Guide
3. MUTCD
4. Charlotte County Standards (lighting, signage, MOT, etc.)
5. Englewood Water District (EWD) design and construction standards

SECTION III CONSULTANT TASKS AND DELIVERABLES SUMMARY

All plans, including the various sub-disciplines, will be included in a single plan set. N Beach Rd shall be a separate and individual bidding package. For 30%, 60%, 90% and 100% plan submittal dates, the deliverables are to include items as specified under each task.

At the Final Bidding stage, plans shall be submitted in hardcopy, three (3) sets of 22"x34" (plotted on 24x36 paper), one .pdf set (electronically signed and sealed per Florida Statute), and the electronic drawing file in the format in which the files were produced. In addition, drawings shall be provided in an

ESRI compatible format. The files in their native format shall be submitted to the COUNTY and shall include a complete deployment package containing support files including, but not limited to:

- Drawing files
- External reference files
- Font files
- Aerial background files
- Any other support files required to complete the drawing

Specific tasks and associated deliverables for each task are detailed below:

TASK 1 PROJECT ADMINISTRATION

1.1 Project Administration: CONSULTANT and Subconsultant shall provide management services necessary to effectively administer the project including: coordination of disciplines and sub-consultants, contract and billing maintenance, schedule generation and maintenance, and maintaining regular communication with the COUNTY.

1.2 Kickoff Meeting: The CONSULTANT and Subconsultant shall meet with COUNTY personnel to review project objectives, work plan, and schedule.

1.2.1 ROUTE ANALYSIS, EVALUATION & RECOMMENDATION: The Consultant and Subconsultant shall conduct a route analysis based on field data, GIS data, preliminary planometrics, aerial background, preliminary environmental assessment and ground reconnaissance. This also includes all available pertinent as-built, record drawings, drainage plans, utility plans (public & private) available from the County and various utility agencies to plan around potential utility conflicts, adjustments and improvements (existing or proposed). This information will be evaluated for consideration and recommendation of the preferred location relative to side of road, clearance from EOP, drainage, etc... The components of the evaluation will include, acquisition (if necessary), possible utility elements, future development, constructability, homeowner disturbance, pedestrian connectivity, park/preserve areas, potential mid-block un-controlled crossings, safety, and other contributing decision matrix components. This recommendation will be in the form of a deliverable letter with supporting appendices as appropriate for County personnel to review and comment on for final approval of the alignment.

The County will determine who of the stakeholders will be contacted and facilitate said stakeholders review and recommendation. No public forum is anticipated with this task. This task will be the predecessor of the survey and all other tasks.

1.3 Progress Meetings: Attendance of project coordination meetings, including preparation of meeting agendas, coordination with attendees, and preparation of meeting summaries. Two (2) meetings are anticipated.

1.4 Stakeholder Meetings: Stakeholders shall include applicable Charlotte County Departments and other affected entities as necessary to solicit their involvement in the project. One (1) meeting is anticipated. This meeting can be facilitated via video collaboration tools.

1.5 Utility Coordination Meetings (Non CCUD): CONSULTANT and Subconsultant shall meet with affected utility companies to coordinate adjustment, relocation or removal of existing facilities that are in conflict with the proposed improvements. By grouping utility interests, a total of one (1) meeting is anticipated. This meeting can be facilitated via video collaboration tools.

1.6 Agency Pre-Submittal Meetings: CONSULTANT and Subconsultant will conduct a SWFWMD pre-application meeting and minutes shall be supplied to County.

1.7 Preliminary Lighting Analysis: CONSULTANT shall conduct preliminary lighting analysis to determine the stakeholder's expectations, electrical supply, fixtures, and other necessary requirements for design of the lighting along this project corridor.

Task Deliverables: Copies of Meeting Minutes or email summary

TASK 2 SURVEYING

Subconsultant shall perform such field and office survey services as may be required to provide topographic and horizontal control information for the design of the multi-use path (MUP) and decorative lighting. The extent of the R/W survey will be the entire R/W of North Beach Road. Horizontal data will be in feet and shall be projected on the Florida State Plane Coordinate System, West Zone, NAD83(2011). Vertical data will be in feet and shall be referenced to the North American Vertical Datum of 1988 (NAVD88). Also, ancillary and peripheral survey of adjacent features as necessary including elements which traverse the roadway (surface only). The results of this survey are to be provided in the construction plans. Services shall include, but not limited to:

- Since this is in the middle of built-out rural developed lots; cross-section of the MUP project at an interval to determine longitudinal grades (50 foot generally), drainage patterns (off-site and side-yard) and connectivity of driveways and other existing features.
- No survey beyond R/W limits.
- This is considered a route survey and not a R/W survey by Florida Technical standards
- Topographic information on the project.
- Locating and referencing property lines, R/W lines, easements of record and other control lines; adjacent to corridor.
- Location of visible, above ground, improvements and/or utilities.
- Establish benchmarks at max. 1,000 foot intervals.
- Title Search or abstract is not part of this scope.
- Utilities shall be called in to Florida Sunshine (Phone 811) to facilitate an open ticket to have field marked existing utilities of the various (public and private) agencies. These locates will be field surveyed, collected and reflected in the existing conditions plan.
- No subsurface utility engineering (SUE) is anticipated for this project.

Task Deliverables: The survey shall be depicted in the plan and profile drawings of the plan set and shall include all control, topographic data, trees, and surface features. The electronic file will be provided as TIN (xml file).

TASK 3 EASEMENTS AND ACQUISITIONS

For land easement aka Temporary Right-of-Entry (TRE's) necessary for the projects, the Consultant shall provide to the County a simple sketch/description for each real property interest to be acquired either in fee simple or other interests. Simple parcel sketches are to be provided at the 60% plan submittal of each parent tract and parcel required for easement/acquisition/TRE at an appropriate scale. The County Real Estate Services (RES) office will be responsible for acquisition from the landowners. The Consultant will be paid based on each/every sketch and description prepared at the written approval of the County, whether the instrument is acquired by RES or not.

If the County or RES requires full boundary sketches with metes and bounds, this shall be considered an additional service.

Because of the location of the proposed MUP and the existing R/W, it is anticipated the County may need to acquire TRE's or drainage easements for properties adjacent to the alignments and could be in some cases land acquisition for the construction of the project. However, an assumed number of easements has been included in the scope in case needed for the project. If the number of assumed TRE's is exceeded, each additional over the assumed number shall be paid on a per each basis. This contract is for up to ten (10) TRE's.

Task Deliverables: TRE's Descriptions and Sketches.

TASK 4 GEOTECHNICAL SERVICES

A subconsultant shall furnish soils investigation and analysis necessary for the design of street decorative light poles and preparation of construction plans for this project. Aerial photographs, U.S.G.S. maps and soil survey maps shall be reviewed. A report shall be prepared with recommendations and pertinent soils data, including the water table, and shall be submitted to the COUNTY.

4.1 Soil Borings and Laboratory Testing:

- 1) Soil auger borings shall be performed within the MUP zone in which new street lighting poles will be place. Seven (7) auger borings shall be a minimum of 5' deep with soil classifications. Two (2) - 20' SPT borings shall be provided along MUP.
- 2) Provide MOT for coring operation.

4.2 Report:

Subconsultant shall prepare a report summarizing the findings and provide recommendations for pathway and structure design along with environmental classifications. CONSULTANT shall also provide soil survey sheet for the pathway plans and core boring sheets for inclusion in the structure plans.

Task Deliverables: Geotechnical Report, Roadway Soil Survey Plan Sheet.

TASK 5 ENVIRONMENTAL

Report: Consultant (or subconsultant) will conduct field surveys and perform an existing Protected Species Report and related map exhibits to include the project area of the R/W corridor of N Beach Rd.

Task Deliverables: Protected Species Report and related map exhibits.

TASK 6 UTILITY COORDINATION (NON CCUD)

6.1 Utility Coordination:

The Consultant shall coordinate the requirements of the various utility services during the project design. The initial phase of this coordination shall be to request each utility (especially public utility) to provide a representative to be a member of the partnering team and participate in the partnering process. The public utilities for this multi-use path is Englewood Water District (EWD). Work under this task shall also include the following:

Initial Utility Notification

An email notification and concept plans will be sent by the Consultant to each utility (public/private) which may have facilities installed within the multi-use path corridor and requesting the utility to submit plans of existing and proposed facilities and submitting their comments relative to the proposed project. The email will also require a response, even if no utilities are to be affected or in the vicinity. The Consultant will attend necessary meetings upon County's written request to discuss and coordinate this project.

Coordination of other Utilities Relocations/Adjustments

The required utility relocations/adjustments will be designed by the affected utility (gas, electrical, telephone, cable television, etc.). Designs shall be in a format suitable for inclusion in bid documents prepared by the utility and will not require any plan preparation effort on the part of the Consultant. Design plans prepared by the utility will be included in the bid set. The contract schedule is based upon receipt of the relocation/adjustment plans from the utilities within (15) business days from submission of the Grades & Geometrics Plans (30%) to the utilities. The Relocation/Adjustment sheet(s) (if needed) will be the deliverable for this task.

The CONSULTANT shall request that each utility affected by the planned improvements provide one (1) set of color-coded plans depicting the horizontal and vertical location of their respective active utility.

The CONSULTANT is not responsible for the location or design of the other utilities.

Task Deliverables: Email correspondence shall be the effective deliverable(s)

TASK 7 DRAINAGE DESIGN AND PERMITTING

The CONSULTANT will prepare the data and information required at time of permit application to apply for the required stormwater and other associated permits. The CONSULTANT will prepare Stormwater and Drainage information as required for stormwater permitting.

7.1 Storm pipe drainage conveyance sizing: Inlets and storm piping will be designated to mimic the original storm water management system. No oversizing is allowed by the SWFWMD exemption criteria.

7.2 Southwest Florida Water Management District (SWFWMD): CONSULTANT shall provide the preparation and submittal of an Exemption as stated in Section I.i).

Task Deliverables: One copy of permit applications and responses to requests for additional information (RAIs).

CONSTRUCTION PLANS (Engineering Phase)

The Consultant shall furnish design services necessary to perform project design and prepare construction plans and specifications listed in Section I. The new MUP shall be complete plans and specifications, in accordance with MUP design and plans preparation standards in effect on the date of this agreement as approved by the County as set forth in the Florida Department of Transportation (FDOT) Standard Specifications, Florida Design Manual (FDM), Drainage Manual and Florida Access Code the A.D.A. Plans shall be accurate, legible and complete in design. The project will have an individual plan set, specifications, survey, and associated materials specific to its location and configuration.

Construction plans shall be prepared in AutoCAD (.dwg) and to include (but not limited to) the following necessary to convey the intent of the design for the scope of services outlined herein.:

- Cover Sheet
- Aerial
- Existing Conditions (topography, survey data)
- Site Plan with key map
- Plan & Profiles (with grading & drainage)
- Cross Sections
- Utility improvements / relocation / adjustments plans by others (if needed)
- Typical Sections
- Erosion Control Plan (ECP) (BMP's)
- Maintenance of Traffic (MOT) for info only
- Details

The Consultant shall incorporate directives and design conclusions received via email, phone conversations, and planning review meetings into the final construction plans for this project. A PDF electronic version shall be submitted to the County at each plan review stage.

The Consultant shall conduct project plan reviews with the County in accordance with the following schedule:

30%, 60% and 90% Reviews

Each review shall include appropriate plans, displays and exhibits, and may be supplemented by a verbal presentation. Each review shall be scheduled for fifteen (15) business days for County review. Also, each submission following the initial shall include written responses to County review comments on preceding submissions. Plan development at the respective submittal stages shall conform to the following:

TASK 8 Grades & Geometrics (30%) Complete

The Consultant shall submit to the County Project Manager an electronic PDF version for review purposes. The plans shall depict existing topographic features, existing R/W, property lines and easement lines (as appropriate), existing utilities, all public utilizes, preliminary cross sections, and shall contain the following:

- A Cover Sheet
- B Overall Aerial
- C Plan & Profile Sheets (1"=20'H 1"=2'V), may be in double P&P format
- D Proposed typical section(s)
- E Proposed preliminary intersection geometry (i.e. crosswalks) (1"=20')

Task Deliverables: The PDF set of entire package at the completion of this task.

TASK 9 Basic Plans (60%)

The Consultant shall submit to the County Project Manager an electronic PDF version for review purposes. The plans shall contain the following:

- A Cover Sheet
- B Overall Aerial
- C Plan & Profile Sheets (1"=20'H 1"=2'V), may be in double P&P format
- D Proposed typical section(s)
- E Proposed additions to existing R/W and easements (if required)
- F Proposed preliminary intersection geometry (i.e. crosswalks) (1"=20')
- G Cross-section sheet(s)
- H Utility information provided by Utilities
- I Preliminary Signing and Striping Plans

Task Deliverables: The PDF set of entire package at the completion of this task with Engineer's Estimate and a summary sheet providing responses on previous review cycle comments.

TASK 10 Detail Plans and Specifications (90%) Complete

The Consultant shall submit to the County Project Manager an electronic PDF version for review purposes. The plans shall be complete construction plans, including utility relocations/adjustments (by others). A Preliminary Opinion of the Cost of constructing the project will be supplied with the itemized bid sheet. Copies of all required permits obtained at this time shall also be provided.

An electronic copy (PDF) of the technical documents and special provisions shall be provided by the Consultant in this stage.

After review of the 90% from all applicable reviewing stakeholders, comments, edits, revisions will be incorporated and a final 100% Construction Plan set, specifications and other pertinent data will be assembled and submitted in Task 4.0.

Task Deliverables: The PDF set of entire package at the completion of this task with Engineer's Estimate and a summary sheet providing responses on previous review cycle comments.

TASK 11 PUBLIC MEETING

There shall be no more than four (4) public meetings to attend by Consultant. This may include MSBU/MSTU meetings, BCC, stakeholders, etc....

11.1 Graphics and Documents: Consultant shall provide PDFs of the plans for any County meetings.

11.2 Presentation: Consultant shall be on-call for public meetings, if needed.

Task Deliverables: The PDF set of plans at the stage of completion at time of public meeting(s).

TASK 12 100% PLAN PHASE

Based on COUNTY review and acceptance of the 90% plans, CONSULTANT shall provide necessary design efforts and prepare 100% plans. The intent of the 100% plans is to provide a complete and final set of plans. Revisions after this point shall be considered additional work.

12.1 Roadway: CONSULTANT shall prepare 100% roadway plans. CONSULTANT shall prepare an overall Final Opinion of Probable Cost (OPC).

12.2 Signing and Marking: CONSULTANT shall prepare 100% signing and marking plans.

12.3 Engineers Estimate

Task Deliverables: The PDF set of entire package at the completion of this task with Engineer's Estimate and a summary sheet providing responses on previous review cycle comments.

TASK 13 FINAL CONTRACT AND BID DOCUMENTS

Once all permits/approvals have been received, these permits/approvals and associated conditions have been approved by the County, a final set of bidding and contract documents will be prepared for the construction of improvements. This task will include the following:

- Final plans, appropriate supporting documents, any/all utility conflict agreements submitted at the time of submission, and an opinion of probable construction costs for the MUP and decorative lighting.
- Special provisions (if needed) and other appropriate contract documents for incorporating permitting agencies permit requirements in the bid documents.
- Special provisions, Technical Specifications and Schedule of Values, in MS Word or Excel format, suitable for inclusion with other contract documents to be prepared by the County.

NOTE: The Consultant is required to provide PDF plan set, electronic CAD files (if requested), Special Provisions, Technical Specifications and Bid Forms. The Special Provisions, Technical Specifications and Bid Forms will be submitted in Microsoft Word and excel format also.

Task Deliverables: The electronically signed and sealed PDF set of entire package at the completion of this task. As well as, three (3) 22"x34" (plotted on 24x36 size sheets) signed and sealed hardcopies and pdf, DWG files, and Final OPC.

TASK 14 ADVISORY SERVICES DURING BIDDING

14.1 Pre-Bid Meeting: CONSULTANT shall assist the COUNTY in preparing for and attend one pre-bid conference. CONSULTANT shall provide a brief summary of the project including design, construction and permitting issues, and be available to answer questions from the prospective bidders.

14.2 Coordination: CONSULTANT shall respond to various questions that arise during bidding and assist the COUNTY in preparation of any necessary addenda.

TASK 15 POST DESIGN SERVICES

15.1 Respond to RFI's: Respond to Requests for Information (RFI) from the Contractor. CONSULTANT shall respond to RFI's within three (3) days of receipt.

15.2 Shop Drawing Review: Review and approve or take other appropriate action in respect to shop drawings and samples, and other data which the CONTRACTOR is required to submit, but only for conformance with the information given in the contract documents and compatibility with the design concept of the completed project as a functioning whole as indicated in the contract documents. CONSULTANT shall respond to Shop Drawings within ten (10) days of receipt.

15.3 As-Built Drawing Review: CONSULTANT shall review and comment as appropriate (one time) on the as-built drawings prepared by the Contractor's professional surveyor registered in the State of Florida. Upon receipt of the necessary information and survey data, CONSULTANT shall prepare a formal response via letter regarding to the compliance of the construction as-builts to the original design and all applicable standards. Field inspections are not included in this Task.

15.4 Record Drawings: CONSULTANT shall review and comment as appropriate (one time) on the as-built drawings prepared by the Contractor's professional surveyor registered in the State of Florida. Upon receipt of the necessary information and survey data, CONSULTANT shall prepare a set of record drawings, which is to translate the as-built data onto the original design plans documenting any tolerable differences. Field inspections are not included in this Task.

15.5 Certifications: Based on the results of the final observations of the site, test reports, record drawings, and other documentation pertinent to the project, CONSULTANT shall prepare and submit to the COUNTY a letter of acceptance as the Engineer of Record and signed and sealed record drawings.

Task Deliverables: RFI responses, Shop Drawing responses, Signed and sealed record drawings and DWG files or record drawings.

TASK 16 LIGHTING

16.1 Lighting Design Analysis Report
The CONSULTANT shall prepare a Preliminary Lighting Design Analysis Report. The report will be provided with the Plan submittal. The report shall provide analyses for illuminating the roadway along the sidewalk corridor. Lighting calculation shall be properly identified as to the area that it covers. The report shall include the Lighting Design Criteria that will be used.

16.2 Voltage Drop and Load Analysis Calculations

The CONSULTANT shall submit voltage drop calculations showing the equation(s) used along with the number of luminaires per circuit, the length of each circuit, the size conductor or conductors used and their ohm resistance values. The voltage drop incurred on each circuit (total volts and percentage of drop) shall be calculated, and all work necessary to calculate the voltage drop values for each circuit should be presented in such a manner as to be duplicated by the County. Load analysis calculations shall be submitted for each branch circuit breaker and main breaker. Deliverable(s) shall be a Lighting Analysis Report & Calculations (in PDF format).

16.3 Photometrics plan

CONSULTANT shall prepare a photometrics plan based on the specified luminaires for the project which shall ensure compliance with the COUNTY Land Development Code, compliance with FDOT standards applicable, and ensure that proper levels of illumination shall be obtained, including:

- Streetlight locations
- Average Illuminance
- Avg/Min Uniformity Ratio
- Max/Min Uniformity Ratio

Task Deliverables: Photometric Plan (in PDF format).

16.4 FDOT Lighting Justification Report

CONSULTANT shall prepare a Lighting Justification Report based on the Florida Department of Transportation (FDOT) Manual of Uniform Traffic Studies (MUTS) (Rev Nov 2022) Chapter 14: Roadway Lighting Justification Procedure. The report will address the following analysis index items:

- A. Number of Poles, luminaires and Wattage
- B. Night Accident Rate Unlighted (if available)
- C. Average Crash Cost (info to be provide by COUNTY)
- D. Construction Cost per Pole
- E. Electrical Energy Cost
- F. Interest Rate (if applicable)
- G. Accident (Crash) Reduction Factor
- H. Annual Maintenance Cost Per Luminaire
- I. Conclusion

Task Deliverables: Lighting Justification Report (PDF format)

16.5 60% Streetlighting Design Plans

CONSULTANT shall prepare 60% preliminary streetlighting design plans for review. Plans shall include the relevant voltage drop and load analysis calculations. CONSULTANT shall coordinate electrical service connections with the local utility for locations and configurations of power connections for the proposed electrical service. Plans shall be prepared to include the following information necessary to convey the intent of the design for the scope of services outlined herein:

Series	Description
1	Cover Sheet
2	Tabulation of Quantities
3	General Notes
4	Pole Data/Design Criteria/Symbols and Description/Fixture, and Pole Data, voltage, etc.

*All work to be described w/FDOT pay item numbers

Task Deliverables: The PDF set of entire package at the completion of this task with Engineer's Estimate and a summary sheet providing responses on previous review cycle comments.

16.6 90% Streetlighting Design Plans

CONSULTANT shall prepare 90% preliminary streetlighting design plans for review based on review comments from the 60% design plans.

Task Deliverables: The PDF set of entire package at the completion of this task with Engineer's Estimate and a summary sheet providing responses on previous review cycle comments.

16.7 Final Streetlighting Design Plans

CONSULTANT shall prepare final For-Construction streetlighting design plans based on the review comments from the 90% design plans.

Task Deliverables: The PDF set of entire package at the completion of this task with Engineer's Estimate and a summary sheet providing responses on previous review cycle comments.

TASK 17 ADDITIONAL SERVICES

This task shall not proceed until a separate authorization to proceed is issued by Charlotte County. Consultant shall perform additional services at request of Charlotte County on as as-needed basis pertaining to this contract/project.

CONTRACT SCHEDULE

The schedule is contingent upon the following:

- 1) County review time period of fifteen (15) business days for each submittal.
- 2) Cooperation from and receipt of utility relocation/adjustment plans from affected utilities within fifteen (15) business days of their being provided with Grades & Geometrics (30%).
- 3) Cooperation from, and receipt of permits from, the Southwest Florida Water Management District within thirty (30) days of submittal of permit applications.
- 4) There is an assumption within the proposed schedule of reviewing agencies time frames for review, comment, requests for additional information and clarification of received information that is based on standard operating practices.
- 5) The Schedule will be updated and submitted when changes occur at each weekly report or invoice period at a minimum monthly.

It is recognized the above contingents provide for schedules which are not controllable by the Consultant and therefore the preliminary schedule will be adjusted in direct proposition to any delays incurred because of these schedules not being met.

Item	Description	Estimated Start Date	Target Delivery Date	Estimated Days
1	Notice to Proceed	5/1/2023	5/1/2023	0
2	Route Analysis	5/1/2023	7/29/2023	89
3	Survey control & topo	7/29/2023	11/6/2023	100
4	30% Plans	11/6/2023	1/15/2024	70
5	Review	1/15/2024	1/30/2024	15
6	60% Plans & Docs	1/30/2024	4/16/2024	77
7	Review	4/16/2024	5/1/2024	15
8	SWFWMD Permit	5/1/2024	8/15/2024	106
9	90% Plans & Docs	5/1/2024	7/31/2024	91
10	Review	7/31/2024	8/15/2024	15
11	100% Constr. Docs	8/15/2024	10/29/2024	75
			Total Days	653

Preliminary Schedule, subject to change and based off no land acquisition or delays for coordination on elements outside the control of the Consultant:

CONTRACT PRICING

Task #	Description	Terms	Fee
1	Project Administration	NTE	\$25,080
2	Surveying	NTE	\$73,050
3	Easement/Acquisition (10 parcels @ \$400/parcel)	Each	\$4,000
4	Geotechnical	NTE	\$5,700
5	Environmental	NTE	\$8,490
6	Utility Coordination	NTE	\$10,320
7	Drainage Design & Permitting	NTE	\$18,320
8	30%	NTE	\$23,700
9	60%	NTE	\$79,700
10	90%	NTE	\$55,300
11	Public Meetings	NTE	\$3,200
12	100% Plan Phase	NTE	\$12,940
13	Final Contract and Bid Documents	NTE	\$8,280
14	Advisory Services During Bidding	NTE	\$1,760
15	Post Design Services	NTE	\$26,360
16	Lighting	NTE	\$89,440
17	Additional Services	NTE	\$2,000
Total			\$447,640