

CONTRACT NO. 20260021
AGREEMENT BETWEEN CHARLOTTE COUNTY
and
COASTAL ENGINEERING CONSULTANTS, INC.
for
**DESIGN – PORT CHARLOTTE BEACH REPLACEMENT/
REPAIR OF DAMAGED WATERFRONT**

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 (hereinafter the "County"), and COASTAL ENGINEERING CONSULTANTS, INC., 28421 Bonita Crossings Blvd., Bonita Springs, Florida 34135 (hereinafter the "Consultant").

WITNESSETH

WHEREAS, the County has determined that it is necessary to retain a Consultant to provide professional engineering design services for the partial demolition and complete replacement and/or repair of the disaster damaged waterfront, including in-water and over-water assets at Port Charlotte Beach Park, 4500 Harbor Boulevard, Port Charlotte, Florida (hereinafter the "Project"); and

WHEREAS, the Consultant has reviewed RFP No. 20260021, as modified by Addendum No. 1 dated December 18, 2025, Addendum No. 2 dated December 19, 2025, and Addendum No. 3 dated January 6, 2026, 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 RFP No. 20260021, the Notice of Availability, 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. 20260021, Design – Port Charlotte Beach Replacement/Repair of Damaged Waterfront, as issued by the County on December 17, 2025, modified by Addendum No. 1 dated December 18, 2025, Addendum No. 2 dated December 19, 2025, and Addendum No. 3 dated January 6, 2026, together with the Notice of Availability, the Proposal submitted by Consultant dated January 14, 2026, and the Scope and Fee submitted by the Consultant dated April 16, 2026 are hereby specifically incorporated into

and made a part of this Agreement as if same had been set forth at length herein. The Scope and Fee containing the Scope of Services, Contract Schedule, Budget Detail, and Compensation Summary is attached hereto as **Exhibit A (the “Scope of Services”)** 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 **Exhibit A** attached hereto; and
- 2) RFP No. 20260021, as modified by all applicable addenda; and
- 3) The Proposal submitted by the Consultant dated January 14, 2026.

ARTICLE 2.
CONSULTANT'S SCOPE OF SERVICES

2.1. Consultant agrees to perform all services and provide all materials for the Project as described in **Exhibit A – Scope of Services** attached hereto, which incorporates the County’s RFP No. 20260021 professional design services for construction-ready plans, applicable Federal, State, and Local permitting, and construction oversight services for the partial demolition and complete replacement and/or repair of disaster damaged waterfront assets at Port Charlotte Beach Park, as more particularly described in **Exhibit A**.

2.2. Consultant agrees to provide its services and all materials for the Project described in **Exhibit A** for the compensation set forth in **Exhibit A – Scope of Services**. Consultant shall make no claim for additional compensation or damages owing due to suspensions, delays, or hindrances arising during performance of this Agreement, except that such suspensions, delays, or hindrances may be compensated for only by extension of time as the County may determine. 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 Charlotte County Board of County Commissioners (“BOCC”) and payment therefore by County.

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

ARTICLE 3.
COMPENSATION AND PAYMENT FOR CONSULTANT'S SERVICES

3.1. County shall pay Consultant for the tasks and services described in **Exhibit A – Scope of Services** actually performed by Consultant and in accordance with this Agreement. The total payment to Consultant shall not exceed **Four Hundred Thirty-Six**

Thousand Two Hundred Seventy Dollars (\$436,270.00) 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 accordance with the fixed fee, percent-complete compensation structure set forth in **Exhibit A – Scope of Services**, in proportion to the services completed during the applicable billing period. Percentage of services completed and payment requests shall be subject to review and approval by the County Community Services Director, 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 Community Services Director, or his/her designee. Should the County Community Services Director, or his/her designee, determine that the billing is not commensurate with services performed or work accomplished, Consultant shall adjust the billing accordingly. 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 a period of one (1) 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.

4.3. Consultant shall ensure all services and deliverables comply with all applicable federal, state, and local laws, rules, and regulations, including but not limited to requirements, labor standards, and domestic materials preferences, to the extent such requirements are expressly imposed by the County in **Exhibit A – Scope of Services**.

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 materials resulting from Consultant's services under this Agreement shall become the property of the County and shall be delivered to the County without cost, restriction, or limitation as to use, regardless of format (paper or electronic). Any subsequent use of such materials by the County for purposes other than the Project shall be at the County's sole risk, and Consultant shall have no liability for such subsequent or other use.

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, as reasonably identified and communicated by the County prior to commencement of services.

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, and the County makes no representation or warranty as to the accuracy or completeness of 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, but shall not be obligated to exercise eminent domain or initiate legal proceedings for such access unless expressly authorized by the BOCC.

ARTICLE 7.
TERM / TERMINATION

7.1. The term of this Agreement shall commence on the date it is signed by both parties and shall be completed in accordance with the Contract Schedule set forth in **Exhibit A – Scope of Services** and the Project Schedule contained therein. Consultant's services shall be deemed complete when Consultant has provided all deliverables required under **Exhibit A** and this Agreement, and the County has accepted such services and deliverables as satisfactory, unless otherwise terminated in accordance with this Article.

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 may 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, provided that such determination shall not be unreasonable, arbitrary, or capricious.

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 the Scope of Services through the effective date of termination.

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 days' 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 in Article 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, and Consultant shall be subject to all remedies available under applicable law.

**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> Coastal Engineering Consultar	<u>County:</u> Purchasing Division
Name: Michael T. Poff, P.E. President	Name: Kimberly A. Corbett Senior Division Manager
Address: 28421 Bonita Crossings Blvd. Bonita Springs, Florida 34135	Address: Charlotte County Purchasing 18500 Murdock Circle, Suite Port Charlotte, Florida 33941

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

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

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

**ARTICLE 11.
ASSIGNMENT**

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

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

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

12.2. In the event any provision of this Agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One

or more waivers by either party of any breach of any provision, term, condition or covenant shall not be construed by the other party as a waiver of any subsequent breach.

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

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

ARTICLE 13.
GOVERNING LAW / VENUE

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

ARTICLE 14.
INDEPENDENT CONTRACTOR STATUS

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

ARTICLE 15.
AUDIT AND RECORDS REQUIREMENTS

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

15.2. If the records are unavailable locally, it shall be the Consultant's responsibility to ensure that all required records are provided at the Consultant's expense including payment of travel and maintenance costs incurred by the County's authorized

representatives or designees in accessing records maintained out of the County. The direct costs of copying records, excluding any overhead cost, shall be at the County's expense.

15.3. Pursuant to Section 119.0701 of the Florida Statutes, contractors acting on behalf of the County must comply with the public records laws, specifically: a) keep and maintain public records required by the County to perform the contracted services; b) upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as otherwise provided by law; c) ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract; and d) upon completion of the contract, keep and maintain all public records required by the County to perform the service, and meet all applicable requirements for retaining public records.

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

**ARTICLE 16.
INDEMNIFICATION**

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

16.2. Notwithstanding any other provision in this Agreement, the County agrees to strictly limit Consultant's liability under this Agreement or arising from the performance or non-performance of the services under any theory of law, including but not limited to claims for negligence, negligent misrepresentation, and breach of contract, to the lesser of the fees paid to Consultant for the services or maximum of applicable insurance proceeds. No claim may be brought against the Consultant in contract or tort more than two (2) years after the cause of action arose. Any claim, suit, demand, or action brought under this Agreement shall be directed and/or asserted only against the Consultant and not against any of the Consultant's employees, shareholders, officers, or directors. The Consultant's liability with respect to any claims arising out of this Agreement shall be limited as provided herein to direct damages arising out of the performance of the services. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

16.3. PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR 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 Consultant is found to have been placed on the *Scrutinized Companies that Boycott Israel List*, or is engaged in a boycott of Israel.

ARTICLE 18.
EMPLOYEE RESTRICTIONS

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

18.2. Pursuant to Section 448.095 of the Florida Statutes, all persons or firms entering into contracts with Charlotte County are required to register with, and use, the E-Verify system of the U.S. Department of Homeland Security to electronically verify the employment eligibility of all newly hired employees. The County may terminate this Agreement for failure on the part of the Consultant 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.*

ARTICLE 19.
HUMAN TRAFFICKING

19.1. Pursuant to Section 787.06 of the Florida Statutes, by signing this Agreement, Consultant agrees and attests, under penalty of perjury, that Consultant does not use coercion for labor or services as defined in Section 787.06 of the Florida Statutes.

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

WITNESSES:

**COASTAL ENGINEERING
CONSULTANTS, INC.**

Signed By: _____

Signed by: _____

Print Name: _____

Title: _____

Date: _____

Date: _____

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

ATTEST:

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

By: _____
Joseph M. Tiseo, Chairman

Date: _____

By: _____
Deputy Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

By: _____
Thomas M. David, County Attorney
LR26-0441 _____

Exhibit List:
Exhibit A (the "Scope of Services")

**PORT CHARLOTTE BEACH PARK WATERFRONT REPAIR PROJECT
SCOPE OF SERVICES
CEC FILE NO. 26.007
APRIL 16, 2026**

INTRODUCTION

On behalf of Coastal Engineering Consultants, Inc. (CEC), we are pleased to present to Charlotte County our proposal to provide professional design services to meet all applicable Federal, State, and Local requirements for permitting and construction oversight of repair/replacement of waterfront structures at Port Charlotte Beach Park 4500 Harbor Blvd, Port Charlotte, FL 33952. The project is a Disaster Recovery Project for Hurricane Milton FEMA DR-4834-FL. The project consists of 75 linear feet of retaining wall near the ADA trailer parking, 150 linear feet of seawall near the sailing center, a 66-foot by 8-foot floating dock with 30-foot by 5-foot aluminum gangway, a 286-foot long boardwalk to the west, a 477-foot-long by 8-foot-wide fishing pier, and a 111-foot-long boardwalk to the east. The scope will include coordination with County's Park redevelopment plans, recent storm impacts, shoreline stabilization plans, and ongoing recovery efforts.

SCOPE OF SERVICES

TASK 1. DATA COLLECTION

Arrange, prepare for, and attend one meeting with County to discuss the Project goals, identify concerns and issues, obtain initial input, establish lines of communication and contact people, and identify stakeholders. Discuss Park redevelopment plans, recent storm impacts, and ongoing recovery efforts as they relate to the recommended features.

Conduct inspections of the waterfront structures to include fishing pier, sailing center floating dock/gangway, retaining wall, and seawall. Examine conditions using visual and/or tactile observations of accessible surfaces above the mudline. Record observations for each element and photograph typical conditions. Document site and constraints that may affect permitting, construction access and/or construction methods for structure repair/replacement.

In support of the design and permitting of the waterfront structures, conduct limited bathymetric survey, locate existing features, map submerged resources, measure facility details, and identify site constraints that could affect construction and implementation. Conduct a limited number of probes along the structure alignments. Prepare an existing conditions plan depicting the existing conditions of the structures, surrounding uplands and shoreline, including the following information.

- Property boundaries and mean high water line
- Site infrastructure including proposed redevelopment plans
- Topographic and bathymetric contour lines
- Environmental and resource protection areas
- Shoreline features

- Marine structures
- Signage and marking

TASK 2. ALTERNATIVES ANALYSIS

Prepare and submit to County an Alternatives Analysis Report for the structures to be repaired or replaced. Detail concepts and materials for consideration to be used for project renovations and improving resiliency. Report shall contain Executive Summary, Introduction, Project Purpose and Scope, Background, Existing Conditions, Structural Condition Assessment, Alternatives with rough order of magnitude construction estimates, Design Considerations, Permitting Considerations, and Recommendations. Alternatives shall include options which can be permitted in an expedited manor, staying within the existing footprint, and / or above mean high water. Conduct one meeting with the County to review the draft Alternatives Analysis Report and Recommendations. Based on Count input, revise and submit the Final Report.

TASK 3. PRELIMINARY DESIGN

Prepare and submit to the County draft Preliminary Design Plans of the recommended plan consisting of cover page, existing conditions survey, repair plans, typical cross sections, details, and quantity take-offs. Develop a Preliminary Opinion of Probable Construction Cost based on a ± 20 percent margin of error. Construction costs shall be broken down by features. Review the draft deliverables with the County to obtain their input and complete one round of edits to the Preliminary Design Plans. The Preliminary Plans will be of sufficient form for utilization in permitting the Project.

TASK 4. PERMIT APPLICATIONS

Based on the approved Preliminary Design Plans, prepare draft permit documents. It is assumed the selected plan for each structure will not result in an action requiring permitting above and beyond a Request of Verification of Exemption from the State and / or a Federal Nationwide permit. Prepare drawings on 8½" x 11" format. Prepare technical materials for inclusion in the State and Federal Permit Applications including justification statement to document the need for the Project, maps and aerial photos, endangered species, water quality, and seagrass (if necessary) protection plans during construction, JAXBO Checklist Form, NMFS Section 7 Checklist Form, and USFWS Manatee Key, and adjacent property owners. Based on County comments, finalize and submit the Permit Applications to the State and Federal agencies. The budget assumes no mitigation is required. In the event a recommended plan for a structure does not meet the above regulatory processes, the structure will be pulled from the permit package. An allowance is provided in subsequent tasks for a separate permit application.

TASK 5. PERMITTING PROCESSING

Monitor the progress of the Permit Applications with the regulatory agencies. Assist County in preparing and responding to the permit agencies' Requests for Additional Information (RAI) to answer questions and address their concerns. Coordinate receipt of needed jurisdictional, regulatory and operational approvals from the State and Federal agencies. Prepare for County a summary of the agency approvals listing the special permit conditions, responsible party, and time frame for implementation and construction for the Project. Budget includes one (1) RAI response each for FDEP and USACE. Budget assumes the recommended plan for each structure meets the State Exemption and / or a Federal Nationwide permit.

TASK 6. FINAL DESIGN

Prepare construction plans to show the general scope, character, and extent of the work. The plans shall include existing conditions, horizontal and vertical control, survey baseline, construction access, staging areas, demolition, site plans for repairs, utilities, signage, landscaping, profiles and cross sections, construction details, quantity requirements, and environmental protection measures.

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

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

TASK 7. BID PHASE SERVICES

Assist the County in coordinating a one-time bid process. Attend pre-bid meeting. Assist the County issue addenda as appropriate to interpret, clarify or expand the Bid Documents. Evaluate bids. Check bidder references. Render recommendation for award to the lowest responsible and responsive bidder.

Assist the County evaluate opportunities with the Contractor to provide cost savings, assist negotiate the terms and conditions of the construction contract with the Contractor, and assist with issuing the. Notice of Award and Notice to Proceed.

TASK 8. CONSTRUCTION PHASE SERVICES

Arrange, prepare for, and attend one (1) pre-construction meeting with the County, marine contractor, and appropriate stakeholders designated by the County Manager to discuss the Project construction; develop a Project schedule; review permits and Contract Documents; identify concerns and issues; and establish lines of communication, and contact people. Attend monthly construction meetings with the County, and marine contractor covering work progress and schedule, conformance to Contract Documents, and other relevant issues that need to be addressed. Record and distribute meeting minutes.

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

Make visits to the site at intervals appropriate to the various stages of construction as deemed necessary in order to observe, as an experienced and qualified design professional, the progress and quality of the various aspects of the contractor's work. Based on information obtained during such visits and on such

observations, endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and keep the County informed of the progress of the work.

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

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

Conduct a final as-built survey of the structures. Prepare and submit an as-built drawing with the Project Certifications.

Budget is based on a 240-day construction window.

TASK 9. DESIGN ALLOWANCE

It is anticipated that additional work may be necessary for Project design including but not limited to data collection, preliminary design, and final design to address refinements to the recommended features based upon current site conditions or Park redevelopment plans. All scopes of work under this task must be reviewed and approved by the County for the additional design work. The services will not exceed the authorized amount.

TASK 10. PERMITTING ALLOWANCE

Task 4 Permit Application assumes a Request for Verification of Exemption from the State and / or a Federal Nationwide permit. In the event the recommended plan does meet the above regulatory processes, a separate permit application will be prepared for the structure. Additional work may be necessary including but not limited to preparation of additional permit applications, the federal public notice, consultation letters with U.S. Fish and Wildlife Service and National Marine Fisheries Service, and draft environmental assessment and statement of findings. An allowance is recommended for these circumstances. All scopes of work under this task must be reviewed and approved by the County for the additional permitting work. The services will not exceed the authorized amount.

TASK 11. CONSTRUCTION ALLOWANCE

Additional work may be necessary during the construction phase including but not limited to construction administration, observations, surveys, and support beyond the 240-day contract time. An allowance is recommended for these services. All scopes of work and budget must be reviewed and approved by the County for the additional construction phase services. The services will not exceed the authorized amount.

Additional services will be provided in accordance with the terms and conditions of the original contract fee schedule.

COUNTY RESPONSIBILITIES

The scope of services and budget are based on the County providing the following:

- Public Noticing
- Permit Fees

SCHEDULE AND FEES

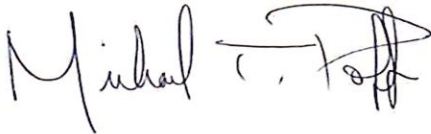
The scope of services will be provided on a fixed fee basis as presented on the following table. Payment for services shall be made monthly on a percent complete basis.

Task	Task Description	Basis	Totals	Duration	Schedule
1	Data Collection	Fixed Fee	\$22,750	30 Days	30 Days
2	Alternatives Analysis	Fixed Fee	\$36,530	45 Days	75 Days
3	Preliminary Design	Fixed Fee	\$54,470	45 Days*	120 Days
4	Permit Applications	Fixed Fee	\$40,650	60 Days*	150 Days
5	Permit Processing	Fixed Fee	\$28,290	18 Months *	690 Days
6	Final Design	Fixed Fee	\$52,690	90 Days *	690 Days
7	Bid Phase Services	Fixed Fee	\$17,870	120 Days *	720 Days
8	Construction Phase Services	Fixed Fee	\$116,040	240 Days	960 Days
9	Design Allowance	Approval Required	\$23,050	TBD	TBD
10	Permitting Allowance	Approval Required	\$15,130	TBD	TBD
11	Construction Allowance	Approval Required	\$28,800	TBD	TBD
Total			\$436,270		960 Days

* Denotes concurrent tasks

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

Sincerely,
COASTAL ENGINEERING CONSULTANTS, INC



Michael Poff, P.E.
President