

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT made and executed this _____ day of _____, 2020 by and between the CITY OF SANIBEL, FLORIDA hereinafter designated as the OWNER, and the engineering/surveying firm of Aptim Environmental & Infrastructure, LLC. hereinafter designated as the CONSULTANT.

WHEREAS, the OWNER is responsible for professional engineering and surveying services within the incorporated limits of Sanibel, Florida; and

WHEREAS, the CONSULTANT has a staff of engineers, surveyors and other qualified personnel experienced in engineering, surveying and other duties related to the responsibilities of the OWNER's engineering department; and

WHEREAS, pursuant to a July 19, 2016 contract between the OWNER and CONSULTANT f/k/a CB&I Environmental & Infrastructure, Inc., CONSULTANT agreed to perform the OWNER'S beach monitoring surveys from 2016-2021; and

WHEREAS, the purpose of this Agreement for Consulting Services is to set forth certain terms and conditions by which the OWNER and CONSULTANT agree on the scope of work for physical monitoring by the CONSULTANT of the coastal erosion and accretion, the compensation by the OWNER for such above described services, and other material terms and conditions.

NOW, THEREFORE, the parties hereto do mutually agree that the CONSULTANT shall serve the OWNER in the fields of engineering, surveying, and other related areas for those assignments to which this agreement applies, and will give consultation and advice to the OWNER during the performance of CONSULTANT's services on the terms and conditions hereinafter set forth.

1. SCOPE OF WORK

The Scope of Work includes onshore and offshore data collection for one hundred and twenty-seven (127) beach profiles, data processing, and deliverables as described below.

All work shall be conducted under the direct supervision of a Florida Professional Surveyor and Mapper as well as an American Congress of Surveying and Mapping Certified Hydrographer. All data collection and deliverables will adhere to Section 01000 and Section 01100 of the Florida Department of Environmental Protection (FDEP), Division of Water Resource Management's *Monitoring Standards for Beach Erosion Control Projects, May 2014*, and will be in accordance to Chapter 5J-17 Florida Administrative Code (F.A.C.) pursuant to Chapter 472 of the Florida Statutes (FS).

Task One: Control Reconnaissance/Verification/Datum

Prior to the start of the survey, reconnaissance of published FDEP 2nd order control monuments will be conducted to confirm that survey control in place and undisturbed. Real Time Kinematic Global Positioning System (RTK GPS) and Static GPS techniques will be used to locate and confirm survey control for this project. Static GPS methods will also be utilized to establish

temporary benchmarks (TBMs) in the event that the 2nd order survey control is disturbed or insufficient to cover the entire survey area.

Horizontal and vertical positioning checks will be conducted at the beginning and end of each survey day using at least two 2nd order FDEP monuments or TBMs in the project area. RTK GPS utilizes statistical methods to ensure data remains within the 95% confidence interval and meets the accuracy required for this survey.

Individual “R” monuments used for profile stations will be located during profile collection using RTK GPS when possible. Control information will be digitally stored into all Trimble TSC3 data collectors prior to field work. Control information includes the FDEP published northing, easting, elevation, and profile azimuth of the control station. R-Monuments will be used for profile station and cross-section range only and will not be used for vertical control.

All horizontal positions will be collected in US survey feet relative to the North American Datum of 1983/1990 (NAD 83/90) as required by FDEP. Static GPS data will be collected in NAD 1983/2011 and transformed to NAD83/90 for comparison purposes. All vertical data will be collected in US survey feet relative to the North American Vertical Datum of 1988 (NAVD 88), Geoid 12b.

Task Two: Upland and Nearshore Beach Profiles (Topography)

Upon completion of the control reconnaissance survey, upland and nearshore operations will initiate. Cross-sections of the beach in the project area will be surveyed using extended rod RTK GPS rovers, standard RTK GPS rovers, and differential leveling techniques. Extended rod RTK GPS rovers are used to augment RTK GPS survey capability into the nearshore. The current systems allow surveyors from APTIM to collect the entire beach profile with RTK GPS technology. Incorporation of RTK GPS into monitoring surveys greatly reduces the potential for human error during data collection and reduction. Differential leveling will only be used in areas where RTK GPS fix is lost due to overhead cover or satellite shadows. The use of multi-constellation R10 Trimble receivers will limit leveling to a minimum.

Topographic beach profiles will be collected in two (2) stages: upland and nearshore. Profiles commence from the onshore control point and extend seaward overlapping the offshore hydrographic data. The upland portion of the survey will commence at least fifty (50) feet seaward of the nearshore data and extended 150 feet landward of the vegetation line or until an obstacle is encountered.

The nearshore portion of the survey will commence from a point overlapping the upland data to ensure seamless transitions and extend seaward to a point overlapping the offshore data by a minimum of fifty (50) feet. The nearshore portion of the profiles will be surveyed by two (2) surveyors with an Extended Rod Trimble RTK GPS rovers who enter the water wearing Personal Floatation Devices (PFD). This system allows surveyors to obtain RTK GPS data in the nearshore region while maintaining data accuracy and personal safety.

Elevations will be taken at a maximum of twenty-five (25) foot intervals along each profile line and at all grade breaks. To maintain online accuracy surveyors will utilize the RTK GPS feature *stakeout point*. *Stakeout point* allows surveyors to maintain the profile azimuth without relying on survey lathe or conventional compass bearings.

Digital ground photography will be collected at each profile location. Three (3) digital photos will be taken: one (1) in each shore-parallel direction and one (1) landward toward the monument. An additional digital photo will be taken on the control monument to show the identification/stamping of the monument wherever possible.

Task Three: Offshore Profiles (Hydrography)

Offshore profiles will extend 3,000 feet seaward of the “R”-monument. Landward limits will be based on a safe approach distance of the survey vessel for the sea conditions. All offshore data will have a minimum overlap of fifty (50) feet with the nearshore beach profile.

The offshore survey will be conducted using an ODOM Hydrotrac sounder with digitizer on CONSULTANT’S 24-foot survey vessel with a centrally located hull-mounted transducer. A Trimble RTK GPS and a TSS DMS-25 dynamic motion sensor will be used onboard the survey vessel to provide instantaneous tide corrections as well as heave corrections. Manual tide readings will be taken while conducting the onshore portion of the profile to verify onboard tide readings. In order to maintain the vessel navigation along the profile lines, HYPACK navigation software will be used for real time navigation and data acquisition.

The sounder will be calibrated with a sound velocity probe and conventional bar-check at the beginning and end of each survey day. The Odom DigiBar PRO sound velocity probe provides a fast and accurate sounder calibration as compared to the traditional bar-check. Bar-checks will be performed as a redundant calibration from a depth of five (5) feet to a minimum depth of twenty (25) feet.

Task Four: Data Processing and Final Deliverables

Upon completion of the field work, data will be processed using CONSULTANT’S internal software programs, Trimble Business Center, and HYPACK. The offshore data will be processed using HYPACK and a ASCII XYZ file will be created and exported for plan view maps as well as profile plots. Onshore and offshore data will be merged and a representative cross-sectional plot derived for each profile line. All data will undergo strict quality control procedures including tidal verification, historical data comparison, static verification of all GPS control, and RTK GPS control checks.

Upon completion of all quality checks, the following deliverables will be prepared and provided to the City:

1. Certified survey report detailing survey methods and containing all FDEP required deliverables including:
 - a. Monument Information Report (MIR)
 - b. Federally compliant metadata
 - c. CONSULTANT’s format profile plots
 - d. FDEP formatted Station/Range/Elevation ASCII files
 - e. ASCII XYZ files
 - f. Ground digital photography
 - g. Survey Field notes
 - h. Plan-view charts with aerial photography (if available)
 - i. 24”x36” Profile plots with overview map

2. TIME OF COMPLETION

CONSULTANT shall complete the services provided under this agreement within 60 calendar days from issuance of notice to proceed.

3. COMPENSATION

For all services performed under this agreement, OWNER shall pay CONSULTANT a lump sum fee of \$79,997.00

4. INVOICE PROCEDURES AND PAYMENT

CONSULTANT shall submit invoices to the OWNER for work accomplished during each calendar month. Such invoices shall be submitted by CONSULTANT as soon as possible after the end of the month in which the work was accomplished and shall be due and payable by the OWNER upon receipt.

The CONSULTANT and OWNER hereby agree that payment as provided herein will be made for said work in accordance with the City's Prompt Payment Policies, Sec. 2-306 Sanibel Code, a copy of which CONSULTANT acknowledges receipt of.

It is understood and agreed that the CONSULTANT services under this Agreement do not include participation in any litigation. Should such service be required, a supplemental agreement may be negotiated between the OWNER and CONSULTANT describing the services desired and providing a basis for compensation to CONSULTANT.

5. OWNER'S RESPONSIBILITIES

In connection with the performance of services hereunder by the CONSULTANT, the OWNER shall:

- a. Assist CONSULTANT by placing at CONSULTANT's disposal all available information pertinent to the project, including previous reports and any other data relative to the project.
- b. Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this agreement. Such person shall have authority to the extent permitted by law to transmit instruction, receive information, interpret and define OWNER's policies, and make decisions with respect to materials, equipment, elements and systems pertinent to CONSULTANT's services. Unless and until specified otherwise in writing, OWNER's representative shall be Sanibel City Manager, Judie Zimomra.
- c. Give prompt written notice to CONSULTANT whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's services or any defect in the work or services provided hereunder.

6. DOCUMENTS

All plans and other documents prepared by CONSULTANT pursuant to this agreement are instruments of service in respect to the project and become Property of the OWNER. All relevant data and x-section survey charts will be provided to the OWNER and shall become property of the OWNER. Any reuse of documents shall be at the sole risk and liability of the OWNER.

7. SUCCESSORS

OWNER and CONSULTANT each binds itself and its partners, successors, executors, administrators, assigns, and legal representatives to the other party to this agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this agreement.

8. ASSIGNMENT

Neither OWNER nor CONSULTANT shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this agreement without the written consent of the other, except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this agreement. Nothing contained in this paragraph shall prevent CONSULTANT from employing such independent consultants, associates, and subcontractors as CONSULTANT may deem appropriate subject to OWNER's approval to assist in the performance of service hereunder.

9. THIRD PARTIES

Nothing herein shall be construed to give any rights or benefits hereunder to any person other than the OWNER and CONSULTANT.

10. TERMINATION

The obligation to provide further services under this agreement may be terminated by either party upon seven days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. The City has the right to terminate without cause upon fifteen days' written notice, in which case the City will pay the fees accrued prior to the date of the notice.

11. CONTROLLING LAW

This agreement is to be governed by the laws of the State of Florida.

12. CONFLICTS OF INTEREST

The CONSULTANT represents the warrants unto the OWNER that no officer, employee, or agent of the OWNER has any interest, either directly or indirectly, in the business of the CONSULTANT to be conducted hereunder. CONSULTANT further represents and

warrants to the OWNER that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, for any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this agreement, and that it has not agreed, as an express or implied condition for obtaining this agreement, to employ or retain the services of any firm or person in connection with the carrying out of this agreement.

13. Mutual Waiver of Consequential Damages.

In no event shall either Party be liable to the other for any loss of use, revenue or profit or for any consequential, incidental, indirect, exemplary, special or punitive damages whether arising out of breach of contract, indemnification, tort (including negligence) or otherwise, regardless of whether such damage was foreseeable and whether or not such Party has been advised of the possibility of such damage.

14. ENTIRE AGREEMENT

This document contains the complete agreement by and between the parties, and said agreement may not be amended except by further written agreement executed by both parties and approved by OWNER's City Council.

15. PUBLIC RECORDS

Unless specifically exempted by Florida law, in whole or in part, CONSULTANT shall comply with the requirements of Section 119.0701, Florida Statutes, which requires a contractor, as defined therein, to comply with public records laws, and specifically to:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the CONSULTANT upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

**CITY CLERK
800 DUNLOP ROAD
SANIBEL, FL 33957
(239) 472-3700**

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals on the day and year first written above.

(SEAL)

OWNER:
CITY OF SANIBEL, FLORIDA

BY: _____
Judie Zimomra
City Manager

ATTEST:

Name: _____
Title: _____

APPROVED AS TO FORM:

City Attorney

(SEAL)

CONSULTANT:
Aptim Environmental & Infrastructure, LLC

BY: _____
Name: _____
Title: _____

ATTEST:

BY: _____
Name: _____
Title: _____