

**RESOLUTION NO. 21-10-104**

**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING WORK AUTHORIZATION NO. 3 WITH CPH INC. FOR PROFESSIONAL SERVICES FOR FOUNDERS PARK BREAKWATER RESTORATION PERMITTING & MITIGATION PHASE; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE PROJECT AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the breakwater at Plantation Yacht Harbor Marina within Founders Park plays a vital role to Islamorada, Village of Islands (the "Village"), by safeguarding the park's harbor, vessels, and marine facilities from wave-induced energy generated from Florida Bay; and

**WHEREAS**, the marina breakwater, constructed in 1961, has suffered structural damage and erosion from repeated wash-over from tidal activity, boat wakes, sea level rise and hurricane related storm surge; and

**WHEREAS**, given the potential for future storm surge, sea level rise, and further erosion, the Village is seeking to restore the breakwater to safeguard the harbor and marine facilities; and

**WHEREAS**, the Village is in need of an independent contractor to provide the necessary engineering services to complete the permitting and mitigation requirements needed to move the project to construction phase; and

**WHEREAS**, the Village has a current Continuing Services Agreement ("CSA") with CPH, Inc. ("CPH") for professional engineering and architectural services; and

**WHEREAS**, CPH has completed the first two phases of the project for the Village and with this third project phase, outlined in Exhibit "1" attached hereto, CPH has proposed to perform permitting and mitigation for the breakwater restoration; and

**WHEREAS**, CPH is willing to perform these services as outlined in the Scope of Services within Exhibit "1" in an amount not to exceed One Hundred One Thousand One Hundred Ninety Dollars (\$101,190.00); and

**WHEREAS**, Village staff have identified the Plantation Yacht Harbor Marina Fund as an appropriate funding source for this project; and

**WHEREAS**, the Village Council of Islamorada, Village of Islands (the "Village Council"), has determined that approval of the agreement with CPH is in the best interest of the Village and its residents.

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** The above recitals are true and correct and incorporated into this Resolution by this reference.

**Section 2. Approval of Work Authorization.** The Village Council hereby approves Work Authorization No. 3 with CPH for completion of the Founders Park Breakwater Restoration Permitting and Mitigation, as set forth in Exhibit "A" attached hereto.

**Section 3. Authorization of Village Officials.** The Village Manager and/or his designee and the Village Attorney are authorized to take all actions necessary to implement the terms and conditions of the Work Authorization.

**Section 4. Authorization of Fund Expenditure.** Notwithstanding the limitations imposed upon the Village Manager pursuant to the Village's Purchasing Procedures Ordinance, the Village Manager is authorized to expend budgeted funds to implement the terms and conditions of the Work Authorization.

**Section 5. Effective Date.** This Resolution shall take effect immediately upon adoption.

Motion to adopt by Councilman Mark Gregg, seconded by Councilman David Webb.

**FINAL VOTE AT ADOPTION**

**VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS**

Mayor Joseph B. Pinder III	YES
Vice Mayor Pete Bacheler	YES
Councilman Mark Gregg	YES
Councilman Henry Rosenthal	YES
Councilman David Webb	YES

**PASSED AND ADOPTED THIS 14<sup>TH</sup> DAY OF OCTOBER, 2021.**

  
\_\_\_\_\_  
JOSEPH B. PINDER III, MAYOR

ATTEST:

  
\_\_\_\_\_  
KELLY TOTH, VILLAGE CLERK

APPROVED AS TO FORM AND LEGALITY  
FOR THE USE AND BENEFIT OF  
ISLAMORADA, VILLAGE OF ISLANDS:

  
\_\_\_\_\_  
ROGET V. BRYAN, VILLAGE ATTORNEY

## **PROJECT AGREEMENT**

Between

ISLAMORADA, VILLAGE OF ISLANDS

And

CPH, INC.

For

Work Authorization No. 3

### **Engineering, Surveying & Architectural Services**

This Project Agreement between ISLAMORADA, VILLAGE OF ISLANDS (hereinafter referred to as "VILLAGE") and CPH, INC. (hereinafter referred to as "CONSULTANT"), hereby authorizes the CONSULTANT to provide the services as set forth below:

The VILLAGE and CONSULTANT agree as follows:

#### **SECTION 1. SCOPE OF SERVICES**

1.1 The CONSULTANT shall provide engineering services to the VILLAGE for the Project as described in the "Project Description" attached as Exhibit "1."

1.2 The "Scope of Services" and tasks to be provided by the CONSULTANT for this Project are those services and tasks as listed in Exhibit "1."

1.3 The VILLAGE may request changes that would increase, decrease, or otherwise modify the Scope of Services. Such changes must be contained in a written change order executed by the parties in accordance with the provisions of the Continuing Services Agreement between the VILLAGE and CONSULTANT, dated August 14, 2020, prior to any deviation from the terms of the Project Agreement, including the initiation of any extra work.

#### **SECTION 2. DELIVERABLES**

As part of the Scope of Services the CONSULTANT shall provide to the VILLAGE the following Deliverables:

- *FDEP Permit*
- *ACOE Permit*
- *FKNMS Benthic Survey*
- *Mitigation Plan Design*
- *Meetings and Coordination*
- *3D Rendering of Restored Breakwater*

Unless otherwise stated, the CONSULTANT will provide draft and site plans, and other materials prepared for the PROJECT in both paper and electronic formats as appropriate, excluding material that is available only as photocopy to the VILLAGE. The VILLAGE shall be provided copies of all correspondence from CONSULTANT to any public or private entity or individual and all correspondence received by the CONSULTANT for the PROJECT.

### SECTION 3. TERM/TIME OF PERFORMANCE/DAMAGES

3.1 Term. This Project Agreement shall commence on the date this Agreement is fully executed by all parties and shall continue in full force and effect through, **January 31, 2023**, unless otherwise terminated pursuant to Section 6 or other applicable provisions of this Project Agreement. The Village Manager may extend the term of this Agreement through written notification to the CONSULTANT. Such extension shall not exceed (30) days. No further extensions of this Agreement shall be effective unless authorized by the Village Council.

3.2 Commencement. The CONSULTANT'S services under this Project Agreement and the time frames applicable to this Project Agreement shall commence upon the date provided in a written Notice to Proceed ("Commencement Date") provided to the CONSULTANT from the Village Manager. The CONSULTANT shall not incur any expenses or obligations for payment to third parties prior to the issuance of the Notice to Proceed of Commencement.

3.3 Contract Time. Upon receipt of the Notice to Proceed, the CONSULTANT shall commence services to the VILLAGE on the Commencement Date, and shall continuously perform services to the VILLAGE, without interruption, in accordance with the time frames set forth in the "Project Schedule," a copy of which is attached and incorporated into this Agreement as Exhibit "1." The number of calendar days from the Commencement Date, through the date set forth in the Project Schedule for completion of the Project shall constitute the Contract Time.

3.4 All limitations of time set forth in this Agreement are of the essence.

### SECTION 4. AMOUNT, BASIS AND METHOD OF COMPENSATION

4.1 Lump Sum Compensation. VILLAGE agrees to pay CONSULTANT an amount not to exceed One Hundred One Thousand One Hundred Ninety Dollars **(\$101,190.00)** as compensation for performance of all services related to the Project. It is understood that the method of compensation is that of lump sum which means that CONSULTANT shall perform all services set forth for total compensation in the amount stated above. Said lump sum includes but is not limited to, compensation for all fees, expenses, and out-of-pocket costs of the CONSULTANT.

4.2 Reimbursables. It is acknowledged and agreed to by CONSULTANT that the lump sum amount set forth in Section 4.1 includes Direct Expenses and describes the maximum extent of, VILLAGE'S obligation to reimburse CONSULTANT for direct, non-salary expenses, but does not constitute a limitation, of any sort, upon CONSULTANT'S obligation to incur such expenses in the performance of services hereunder.

## SECTION 5. BILLING AND PAYMENTS TO THE CONSULTANT

### 5.1 Invoices.

5.1.1 Lump Sum Compensation. CONSULTANT shall submit invoices which are identified by the specific project number on a monthly basis and in a timely manner. These invoices shall identify the nature of the work performed, the phase of work, and the estimated percent of work accomplished in accordance with the Payment Schedule as shown on Exhibit "1", attached hereto and made a part of this Agreement. Invoices for each phase shall not exceed the amounts allocated to said phase. The statement shall show a summary of fees with accrual of the total and credits for portions paid previously.

5.1.2 Disputed Invoices. In the event all or a portion of an invoice submitted to the VILLAGE for payment to the CONSULTANT is disputed, or additional backup documentation is required, the Village Manager shall notify the CONSULTANT within fifteen (15) working days of receipt of the invoice of such objection, modification or additional documentation request. The CONSULTANT shall provide the VILLAGE with a written response and any additional information requested by the VILLAGE within five (5) working days of the date of the VILLAGE'S notice. The VILLAGE may request additional information, including but not limited to, all invoices, time records, expense records, accounting records, and payment records of the CONSULTANT. The VILLAGE, at its sole discretion, may pay to the CONSULTANT the undisputed portion of the invoice.

5.2 Suspension of Payment. In the event that the VILLAGE becomes credibly informed that any representations of the CONSULTANT, provided pursuant to Subparagraph 5.1, are wholly or partially inaccurate, or in the event that the CONSULTANT is not in compliance with any term or condition of this Project Agreement, the VILLAGE may withhold payment of sums then or in the future otherwise due to the CONSULTANT until the inaccuracy, or other breach of Project Agreement, and the cause thereof, is corrected to the VILLAGE'S reasonable satisfaction.

5.3 Retainage. The VILLAGE reserves the right to withhold retainage in the amount of ten percent (10%) of any payment due to the CONSULTANT until the project is completed, as applicable. Said retainage may be withheld at the sole discretion of the VILLAGE and as security for the successful and timely completion of the CONSULTANT'S duties and responsibilities under this Project Agreement.

5.4 Final Payment. Submission of the CONSULTANT'S invoice for final payment and reimbursement shall constitute the CONSULTANT'S representation to the VILLAGE that, upon receipt from the VILLAGE of the amount invoiced, all obligations of the CONSULTANT to others, including its Subconsultants, incurred in connection with the Project, shall be paid in full. The CONSULTANT shall deliver to the VILLAGE all documents and computer files requested by the VILLAGE evidencing payment to any and all subcontractors, and all final specifications, plans or other documents as dictated in the Scope of Services and Deliverables. Acceptance of final payment shall constitute a waiver of all claims against the VILLAGE by the CONSULTANT.

## SECTION 6. TERMINATION/SUSPENSION

6.1 For Cause. This Agreement may be terminated by either party upon three (3) calendar days written notice to the other for breach of any material term or condition of this Agreement. In the event that CONSULTANT abandons this Agreement or causes it to be terminated by the VILLAGE, the CONSULTANT shall indemnify the VILLAGE against any loss pertaining to this termination. In the event that the CONSULTANT is terminated by the VILLAGE for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 6.2 and the provisions of Section 6.2 shall apply.

6.2 For Convenience. This Agreement may be terminated by the VILLAGE for convenience upon five (5) calendar days written notice to the CONSULTANT. In the event of such a termination, the CONSULTANT shall incur no further obligations in connection with the Project and shall, to the extent possible terminate any outstanding subconsultant obligations. The CONSULTANT shall be compensated for all services performed to the satisfaction of the VILLAGE and reimbursable expenses incurred prior to the date of termination. In such event, the CONSULTANT shall promptly submit to the VILLAGE its invoice for final payment and reimbursement which invoice shall comply with the provisions of Paragraph 5.1. Under no circumstances shall the VILLAGE make payment of profit to the CONSULTANT for services which have not been performed.

6.3 Assignment Upon Termination. Upon termination of this Project Agreement, the work product of the CONSULTANT shall become the property of the VILLAGE and the CONSULTANT shall, within ten (10) working days of receipt of written direction from the VILLAGE, transfer to either the VILLAGE or its authorized designee, all work product in its possession, including but not limited to, designs, specifications, drawings, studies, reports and all other documents and digital data in the possession of the CONSULTANT pertaining to this Project Agreement. Upon the VILLAGE'S request, the CONSULTANT shall additionally assign its rights, title and interest under any subcontractor's agreements to the VILLAGE.

6.4 Suspension for Convenience. The VILLAGE shall have the right at any time to direct the CONSULTANT to suspend its performance, or any designated part thereof, for any reason whatsoever, or without reason, for a cumulative period of up to five (5) calendar days. If any such suspension is directed by the VILLAGE, the CONSULTANT shall immediately comply with same. In the event the VILLAGE directs a suspension of performance as provided herein, through no fault

of the CONSULTANT, the VILLAGE shall pay the CONSULTANT as full compensation for such suspension the CONSULTANT'S reasonable costs, actually incurred and paid, of demobilization and remobilization.

**SECTION 7. PERSONNEL ASSIGNED TO PROJECT**

7.1 The CONSULTANT shall assign only qualified personnel to perform any services concerning this Project. At the time of execution of this Agreement, the parties anticipate that the following named individuals will perform those supervisory or primary functions indicated:

<b><u>NAME</u></b>	<b><u>FUNCTION</u></b>
<u>Kyle Bechtelheimer, P.E.</u>	<u>Sr. Project Engineer</u>
<u>Todd Hendrix, P.E.</u>	<u>Sr. Vice President / Associate</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

So long as the individuals named above remain actively employed or retained by the CONSULTANT, they shall perform the functions indicated next to their names. Furthermore, the VILLAGE reserves the right to reject any proposed substitution for any of the above-named individuals, and the VILLAGE shall have the further right to require that any individual assigned to the Project by the CONSULTANT be removed from the Project and reassigned for good cause.

**SECTION 8. INCORPORATION OF CONTINUING SERVICES AGREEMENT**

All terms and conditions of the "Continuing Service Agreement" between the VILLAGE and CONSULTANT, dated August 14, 2020, not specifically modified by this Project Agreement shall remain in full force and effect and are incorporated into and made a part of this Project Agreement by this reference as though set forth in full.

**SECTION 9. SEVERABILITY**

If any provision of this Project Agreement or its application to any person or situation shall to any extent, be invalid or unenforceable, the remainder of this Project Agreement, and the application of such provisions to persons or situations other than those to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.



IN WITNESS WHEREOF, the parties have executed this Agreement on the respective dates under each signature: The VILLAGE, signing by and through its Village Manager, attested to by its Village Clerk, duly authorized to execute same, and by CONSULTANT, by and through its President, duly authorized officer to execute same.

**VILLAGE**

ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

By:  \_\_\_\_\_  
Gregory J. Gravec, Village Manager


The 15 day of October, 2021.

AUTHENTICATION:

 \_\_\_\_\_  
Kelly Toth, Village Clerk

(SEAL)

APPROVED AS TO FORM AND LEGALITY  
FOR THE USE AND BENEFIT OF ISLAMORADA,  
VILLAGE OF ISLANDS, FLORIDA, ONLY

 \_\_\_\_\_  
Roget V. Bryan, Village Attorney

**CONSULTANT**

CPH, INC.

By: \_\_\_\_\_

Print Name: Todd Henley

Title: Sr. Vice President

The 16 day of October, 2021

**AUTHENTICATE:**

Patricia Henley

Secretary

Patricia Henley

Print Name



(CORPORATE SEAL)

**WITNESSES:**

Patricia L Anderson

Print Name: PATRICIA L. ANDERSON

Stephanie Schultz

Print Name: STEPHANIE SCHULTZ

# Exhibit 1



Founders Park Breakwater – Permitting

**PROFESSIONAL ENGINEERING SERVICES  
FOR THE  
ISLAMORADA, VILLAGE OF ISLANDS  
FOUNDERS PARK BREAKWATER - PERMITTING**

CPH, Inc. has prepared this proposal to provide professional services for the above referenced project. This Agreement is composed of details of the services to be performed. Islamorada, Village of Islands herein called the “CLIENT”, and CPH as the consultant.

## **PROJECT DESCRIPTION**

CPH hereby proposes to conduct Professional Consulting services for the above-referenced project. The project will include environmental permitting, mitigation plan, and 3D rendering of the Founders Park Breakwater, described further in the Founders Park Breakwater Study, submitted to Islamorada, Village of Islands, on April 1, 2019, and as previously designed by CPH for Option 1, repair of the existing breakwater.

## **SCOPE OF SERVICES**

The following represents a summary of scope of work and services for the CLIENT. CPH shall provide the professional services described below.

Scope of Services is broken into three (2) Tasks:

**TASK A – PERMITTING AND MITIGATION**

**TASK B – 3D RENDERING**



**BASIC SERVICES:**

**TASK A – PERMITTING AND MITIGATION**

**A.1 – Florida Department of Environmental Protection (FDEP) Permitting**

CONSULTANT assumes a Statewide Environmental Resource Permit (SWERP) Individual Permit Application will be prepared and submitted, without a Sovereign Submerge Land Lease (SSLL has been granted), to obtain authorization for project construction. The CONSULTANT shall prepare Sections A, C and E of the SWERP application.

The CONSULTANT will attend one (1) meeting with FDEP in the field to review the project site and environmental areas. CPH shall prepare an Environmental Resource Permit Report documenting the ecological features of the project area, avoidance and minimization measures, wetland impacts, UMAM data sheets, mitigation measures as deemed relevant based on the project parameters. Coordinate with the FFWCC regarding manatee and sea turtle protection measures through the FDEP permitting process.

CONSULTANT shall prepare of two (2) written responses to Request for Additional Information (RAI) letters by the FDEP regarding elements of the SWERP application prepared by the CONSULTANT.

**A.2 – Army Corp of Engineers Permit**

The level of U.S. Army Corps of Engineers (ACOE) permitting required depends on the amount of wetland impacts. It is assumed the ACOE will require an Individual Permit to process the construction authorization for the project.

The CONSULTANT shall prepare the ACOE Individual Permit Application form as well as the ACOE Wetland Determination Data Forms and ACOE Preliminary Jurisdictional Determination Form. The CONSULTANT will also conduct one (1) on-site inspection with a representative of the ACOE after the permit application has been submitted.

The CONSULTANT will prepare and submit an Environmental Resource Permit Report to the FDEP and ACOE detailing project information such as location, existing conditions, proposed conditions, wildlife surveys, and mitigation plans. The CONSULTANT will provide such exhibits and graphics as may be necessary, including: Project boundaries on Location Map, USGS quadrangle map, Soils Map, Preliminary Vegetation & Land Use Map, Wetland Location Map, Wetland Impact Map; Ecological Resources Impact Map, Mitigation Program Map, Mitigation Details Map, and descriptions of the proposed project. Prepare adjacent land owner map and mailing labels for properties adjacent to the Founders Park Property.



The CONSULTANT shall coordinate with National Marine Fisheries Service and the U.S. Fish and Wildlife Service through the ACOE during the Individual Permit Application Review process. The CONSULTANT shall provide two (2) responses to inquiries from the National Marine Fisheries Service (NMFS) during the ACOE review of the project pertaining to proposed impacts to Essential Fish Habitat (EFH). The CONSULTANT shall conduct an informal consultation with the U.S. Fish and Wildlife Service (USFWS) regarding the manatee and the sea turtle. It is anticipated that the project will not require a Section 7 Consultation and all federal permit issues can be resolved informally through project design. If a Section 7 Consultation is required the CONSULTANT shall provide the CLIENT with a proposal for additional services as required.

CONSULTANT shall prepare one (1) response to comments received through the Public Notice posted by the ACOE regarding the proposed project.

The CONSULTANT will prepare written responses to two (2) RAIs issued by the ACOE regarding the Individual Permit.

#### **A.3 – FKNMS Benthic Survey**

The CONSULTANT shall conduct one (1) meeting with the Florida Keys National Marine Sanctuary (FKNMS) representative to review the project site and protocol for the benthic survey.

The CONSULTANT shall design, implement and prepare a report of results documenting Coral Resources as required by the Florida Keys National Marine Sanctuary (FKNMS) as part of the ACOE and FDEP permitting process. The report of results shall document the project location, survey limits, explanation for the survey limits, survey methodology, location of benthic resources, identification of species, species number and location within the project area, size class (if appropriate), discussion of indirect impacts to adjacent areas, species measurements (height, width, canopy width), photographs (as appropriate), identification of resources for relocation, and recommendations for avoidance and minimization for impact reduction. The location of aquatic resources and plants shall be located by GPS field equipment over a two (2) day period. Report tables shall be provided cataloging species observed per FKNMS requirements. CPH anticipates no more than four (4) field days for data collection.

The CONSULTANT shall conduct one (1) meeting with the FKNMS representative to review the survey results.

#### **A.4 – Mitigation Plan Design**

The CONSULTANT shall prepare an on-site mitigation plan to offset wetland/other surface water impacts. At a minimum, the following shall be prepared for submittal to both FDEP and the ACOE:



Proposed mitigation narrative: 1) Describe the current and proposed condition for each type of mitigation component; 2) Describe current and proposed vegetation 3) Describe current and proposed hydrologic conditions for the proposed mitigation; 4) Provide details of the proposed construction/mitigation activities including phasing and timing, as appropriate; 5) Identify measures that will be implemented during and after construction to avoid adverse impacts related to the proposed activities; 6) A mitigation implementation and monitoring schedule with anticipated dates; 7) Identify the success criteria; 8) Describe the anticipated site conditions in, and around, the mitigation area after the mitigation plan is successfully implemented; 9) Provide a comparison of current fish and wildlife habitat to expected habitat after the mitigation plan is successfully implemented; 10) Mitigation maps include soil map, topographic map, hydrologic features map, vegetative communities map, mitigation location map plan view and a detailed planting plan; 11) preparation of necessary supporting information to include Uniform Mitigation Assessment Method (UMAM); 12) Operating entity or applicant-responsible for mitigation documentation for long-term stewardship of the mitigation area; 13) assist Client with preparation of financial responsibility documentation; 14) Mitigation cost estimate including monitoring and maintenance costs; and 15) up to six (6) plan views and cross sections detailing the mitigation activities. Mitigation plan includes preparation of manatee and sea turtle construction pamphlets and construction posters to meet the requirements of the FFWCC and USFWS. The Mitigation Plan shall be submitted with the FDEP and ACOE applications.

#### **A.5 – Meetings and Coordination**

Throughout the project, CPH will participate in telephone conferences with the CLIENT, CLIENT’S representative and/or other project consultants as necessary to properly coordinate performance of the contracted tasks. CPH anticipates attending a total of seven (7) meetings. CPH will conduct tasks as required to follow-up on issued identified in each meeting as necessary.

#### **TASK B – 3D Rendering**

Consultant will prepare 3D rendering of the Founders Park Breakwater, and immediate surrounding area. The 3D rendering will be presented to Client for comments. Rendering includes one revision per Client comments. Renderings will be prepared for presentation to Village Council.



**COMPENSATION**

**Labor**

CPH will perform the Scope of Services contained in this Agreement as identified on each task, either lump sum or time and materials. Refer to the Standard Hourly Rate Schedule to be utilized on this project. The following is the break down of fees for each task. Tasks that are identified as Time and Materials (Hourly) have been provided an ‘Upset Limit’ (USL) budget. The CLIENT will be informed when the services are about to exceed this limit.

<b>Task</b>	<b>Phase Description</b>	<b>Billing Method</b>	<b>Fee</b>
<b>A</b>	<b>PERMITTING AND MITIGATION</b>		
A.1	FDEP Permit	Lump Sum	\$30,000
A.2	ACOE Permit	Lump Sum	\$27,350
A.3	FKNMS Benthic Survey	Lump Sum	\$24,685
A.4	Mitigation Plan Design	Lump Sum	\$8,155
A.5	Meetings and Coordination	Lump Sum	\$6,000
<b>B</b>	<b>3D RENDERING</b>		<b>\$5,000</b>
<b>Total</b>			<b>\$101,190</b>



Founders Park Breakwater – Permitting

**Reimbursable Expenses**

In addition to the labor compensation outlined above, CPH shall be reimbursed directly for project specific expenditures such as, but not limited to travel, printing and reprographics, meals, hotel stay, rental cars, postage, and telephone usage. Reimbursable expenses will be billed at their actual cost, without increase.


**SERVICES NOT INCLUDED**

The following services are not anticipated and, therefore, not included in this Agreement at this time:

- Bidding
- Construction Administration

Should work be required in any of these areas, or areas not previously described, CPH will prepare a proposal or amendment, at the CLIENT's request, that contains the Scope of Services, fee, and schedule required to complete the additional work item.

**CPH, INC. AUTHORIZATION**

By:  \_\_\_\_\_

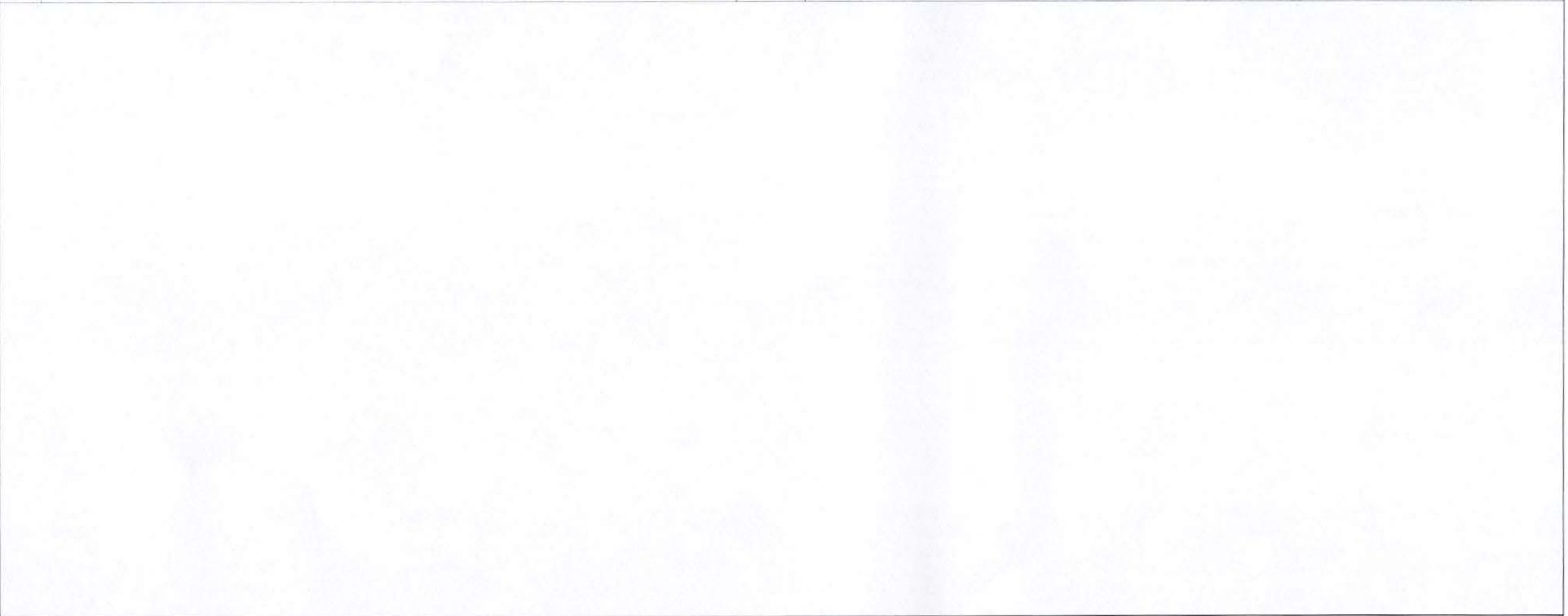
Todd Hendrix, P.E.  
Sr. Vice President / Associate

Date: 9/7/2021



# Project Schedule

FOUNDERS PARK Breakwater Permitting & 3D Rendering Schedule																									
ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Resource Names	Aug	Sep	Oct	Nov	Dec	'22	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1	★	Field Work and Benthic Survey	6 wks	Mon 10/25/21	Fri 12/3/21																				
2	★	Mitigation Plan	8 wks	Mon 12/6/21	Fri 1/28/22	1																			
3	★	3D Rendering	4 wks	Mon 1/31/22	Fri 2/25/22	2																			
4	★	Permitting	40 wks	Mon 1/31/22	Fri 11/4/22	2																			



Project: Founders Park Breakwa  
Date: Mon 9/13/21

Task		Project Summary		Manual Task		Start-only		Deadline	
Split		Inactive Task		Duration-only		Finish-only		Progress	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
Summary		Inactive Summary		Manual Summary		External Milestone			