

# **Riverwood Community Development District**

**APRIL 5, 2022**

## **Special Meeting AGENDA PACKAGE**

**Riverwood Community Development District**  
**Inframark, Infrastructure Management Services**

210 N. University Drive, Suite 702, Coral Springs, FL 33071

Tel: 954-603-0033 Fax: 954-345-1292

March 29, 2022

Board of Supervisors  
Riverwood Community  
Development District

Dear Board Members:

The special meeting of the Board of Supervisors will be held on Tuesday April 5, 2022, at 2:00 p.m. in the Riverwood Activity Center, 4250 Riverwood Drive, Port Charlotte, FL. Following is the advance agenda.

1. Call to Order and Roll Call
2. Approval of the April 5, 2022 Agenda
3. Discussion of Rivermarsh Dr. Pathway
4. Supervisor Comments
5. Audience Comments
6. Adjournment

Any supporting documents not enclosed in your agenda package will be distributed at the meeting. The balance of the agenda is routine in nature and staff will present their reports at the meeting. I look forward to seeing you at the meeting and in the meantime if you have any questions, please give me a call.

Sincerely,

*Justin Faircloth*

Justin Faircloth, District Manager

## **Third Order of Business**

DATE: **March 16, 2022****JOHNSON****PROFESSIONAL SERVICES AGREEMENT****ENGINEERING**

BETWEEN

**JOHNSON ENGINEERING, INC., AND**  
(CONSULTANT),**The Riverwood Community  
Development District (CDD)**

(OWNER).

**PROJECT NAME:** Riverwood CDD – Rivermarsh Dr. Pathway

**Section:** 2I      **Township:** 40S      **Range:** 2IE      **County:** Charlotte  
**Latitude:** 26.979303      **Longitude:** -82.218194      **Comments:** \_\_\_\_\_

**CONSULTANT CONTACT INFORMATION**

**Project Manager:** Christopher D Beers  
**Address:** 2122 Johnson Street  
**City:** Fort Myers  
**State/Zip:** Florida, 33901  
**Phone:** (239) 334-0046  
**Fax:** (239) 334-3661  
**Email:** [CBeers@JohnsonEng.com](mailto:CBeers@JohnsonEng.com)

**OWNER CONTACT INFORMATION**

**Project:** Riverwood CDD  
**Bill to the attention of:** c/o John Mercer  
**Billing Address:** 4250 Riverwood Dr.  
**City/State/Zip:** Port Charlotte, FL 33953  
**Phone:** (941) 979-8720  
**Cell:** (941) 626-0003  
**Fax:** \_\_\_\_\_  
**Email:** [jmercerc@riverwoodcdd.org](mailto:jmercerc@riverwoodcdd.org)

**SCOPE OF SERVICES (LIMITED TO THE FOLLOWING):**

See Attached Exhibit "A".

<b>FEE &amp; TYPE:</b>	Time & Materials (based on current Rate Schedule in effect at the time service is rendered:	<b>\$0</b>	T&M
	Not-To-Exceed Fixed Fee based on Rate Schedule in effect at the time service is rendered:	<b>\$0</b>	NTE
	Lump Sum Fixed Fee:	<b>\$36,860</b>	LS
	Reimbursables:	<b>\$0</b>	T&M
	<b>TOTAL FEES:</b>	<b>\$36,860</b>	
<b>OWNER AUTHORIZATION:</b> I warrant and represent I am authorized to enter into this contract for professional services and I hereby authorize the performance of the above services and agree to pay the charges resulting there from as identified in the "FEE TYPE" section above. I have read, understand and agree to the Standard Business Terms and Conditions, including Limitation of Liability, printed on page 2 of this Agreement.			
Authorized Signature: _____ Date: _____			
Typed Name & Title: _____			

These Standard Business Terms and Conditions are attached to, and made a part of, Proposals and Agreements for services by Johnson Engineering, Inc. ("CONSULTANT").

**Standard of Care:** The Standard of Care for all professional engineering and related services performed or furnished by the CONSULTANT under this Agreement with the care and skill ordinarily used by members of the CONSULTANT's profession practicing under similar conditions at the same time and the same locality.

**Information from Owner:** OWNER to provide supporting information and extraordinary project considerations or special services, deeds, easements, rights-of-way, etc. needed for CONSULTANT to complete the Scope described herein.

**Cooperation with Other Consultants or Owner's Attorney:** Due to the various laws, rules and ordinances relating to projects of this nature, legal counsel may be required, which is excluded from this Agreement. OWNER is expected to retain an attorney as needed for advice and participation as a professional team member. OWNER will serve as project coordinator and be responsible for assuring the cooperation of consultants contracting directly with him.

**Permit and Application Fees:** OWNER shall pay all project-related fees including, but not limited to plan review, platting, permits, DRI, impact fees, etc.

**Termination:** This Agreement and obligation to provide further service may be terminated by either party upon 30 days written notice in the event of substantial failure by the other party to perform to the terms hereof through no fault of the terminating party.

**Billings and Payment:** Fixed fees shall be billed monthly for the project portion completed to the billing date, plus reimbursables. Time/Material/Expenses (TME) fees shall be billed monthly based on time, materials, and expenses incurred to the billing date, plus reimbursables. A T/M/E estimate, if provided, is for information purposes only. Actual fee may be more or less and based on the Rate Code Schedule in effect at the time services are rendered. Additional Services mutually agreed upon by CONSULTANT and OWNER shall be billed monthly based on time, materials, and expenses incurred to the billing date plus Reimbursables based on the Rate Code Schedule in effect at the time services are rendered. The continuous progress of CONSULTANT's service requires prompt payment. Payment is due within thirty days of the invoice date. Past due amounts shall include a late charge of 1% per month from said thirtieth day; and, in addition, we may, after seven days notice to OWNER, suspend services under this Agreement until we have been paid in full for all amounts due for our services and expenses. CONSULTANT is entitled to collect reasonable fees and costs, including attorney fees and interest, if required to obtain collection of any amount due under this Agreement by a court action or settlement without court action.

**Reimbursables:** Project-related expenses such as transportation, subsistence, long distance communications, postage, shipping, report, drawing, specification reproduction, and OWNER-authorized overtime shall be reimbursable. The amount payable for reimbursables will be the charge actually incurred by or imputed cost allocated by CONSULTANT therefore times a factor of 1.10.

**Taxes:** Any government imposed taxes or fees shall be added to the invoice for services under this Agreement.

**Renegotiation of Fees:** CONSULTANT reserves the right to renegotiate fixed fees on an annual basis to reflect changes in price indices and pay scales applicable to the period when services are, in fact, being rendered.

**Subconsultant:** Subconsultant contracts will be administered at a cost of 10% of the Subconsultant contract fee.

**Attorney Fees:** Should litigation arise related to services under this Agreement, the prevailing party is entitled to recover reasonable costs including staff time, court costs, attorney fees and related expenses.

**Legal Interpretations Clarified:** The work proposed herein is based on the services of a professional engineer, professional surveyor, professional land planner, and/or professional landscape architect, and does not constitute the rendering of legal advice or opinion. Interpretations of laws, rules, and ordinances are based solely on the professional opinion of the Design Professional. OWNER is advised to secure adequate legal counsel as needed for the project.

**Responsible Party:** PURSUANT TO §558.0035 FLORIDA STATUTE, THE CONSULTANT'S CORPORATION IS THE RESPONSIBLE PARTY FOR THE PROFESSIONAL SERVICES IT AGREES TO PROVIDE UNDER THIS AGREEMENT. NO INDIVIDUAL, PROFESSIONAL EMPLOYEE, AGENT,

**DIRECTOR, OFFICER OR PRINCIPAL MAY BE INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF THIS AGREEMENT.**

**Project Delays:** The OWNER recognizes and agrees that various factors both within and without the control of Design Professional can operate to delay the performance of the work, the issuance of permits and licenses, and the overall construction of the project. The OWNER agrees that it shall not be entitled to any claim for damages on account of hindrances or delays from any course whatsoever including, but not limited to: the production of contract documents; issuance of permits from any government or agency; beginning or completion of construction; or performance of any phase of the work pursuant to this Agreement. Permitting is a regulatory function and CONSULTANT does not guarantee issuance of any permit.

**Budgetary Limitations:** It is necessary that OWNER advise CONSULTANT in writing at an early date if OWNER has budgetary limitations for the overall Project Cost or Construction Cost. CONSULTANT will endeavor to work within those limitations. If OWNER requests, CONSULTANT will submit to OWNER, as an Additional Service, opinions as to the probability of completing construction within OWNER's budget and, where appropriate, request an adjustment in the budget or a revision in the scope of services of the Project. CONSULTANT does not guarantee that opinions of probable cost will not differ materially from negotiated prices, fees or bids. If OWNER wishes greater assurance as to the probable construction costs, or if formal estimates are desired, an independent cost estimator should be employed.

**Excluded Services:** CONSULTANT will provide services including and limited to those described in the Scope of Services (Scope of Work). All other services are specifically excluded. Listed below are excluded services, unless otherwise specifically included in the Scope, which may be required or desired for the Project: Abstract of Title Review - Geotechnical Services - Materials Testing - Architectural Services - Hazardous Waste Assessments

**Mediation:** In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the OWNER and the Design Professional agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless parties mutually agree otherwise.

**Betterment:** If CONSULTANT mistakenly leaves out of the Construction Documents, any component or item required for the Project, CONSULTANT shall not be responsible for the cost or expense of constructing or adding the component or item to the extent such item or component would have been required and included in the original construction documents. In no event will the CONSULTANT be responsible for any cost or expense that provides betterment, upgrades or enhances the value of the Project.

**Ownership of Instruments of Service:** All reports, plans, specifications, field data, and notes or other documents, including all documents on electronic media, prepared by the Design Professional as instruments of service shall remain the property of the Design Professional.

**Hazardous Materials:** Services related to asbestos, hazardous or toxic materials are excluded. OWNER shall provide a site that complies with applicable laws and regulations. CONSULTANT may, at its option and without liability for consequential or other damages, suspend services until OWNER retains specialist consultants to abate or remove asbestos, hazardous, or toxic materials.

**Entire Understanding:** This Proposal/Agreement represents the entire understanding between OWNER and CONSULTANT in respect to this Project and may only be modified in writing.

**Consultant's Limited Liability:** Notwithstanding any other provision of this Agreement and to the fullest extent permitted by law, the total liability, in the aggregate, of CONSULTANT and CONSULTANT's officers, directors, partners, employees, agents and CONSULTANT's Sub-Consultants, and any of them, to OWNER and anyone claiming by, through or under OWNER, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the Project, this Agreement, or any supplemental Agreements written or oral from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty, express or implied of CONSULTANT or CONSULTANT's officers, directors, partners, employees, agents or CONSULTANT's Sub-Consultants or any of them, shall not exceed **\$36,860.00** (dollar amount).

**Project Exhibit:****Basic Understanding**

- On March 2, 2022, OWNER/CONSULTANT conducted a walk-through of the project and determined a south side of R/W placement of the project (see project exhibit above)
- This approximately 1,000± linear foot pathway is non-golf cart usable, will be concrete and ideally 5-ft wide
- CONSULTANT shall connect to existing landing at Club Dr & Rivermarsh Dr.
- No midblock crossings are included
- The curb line with drainage vents will be utilized where the pathway will be adjacent to the roadway with no meandering pathway
- Survey will only be on the south half side of the road, from the centerline of the roadway to right-of-way line
- No Subsurface utility excavation (SUE), geotechnical investigation, environmental study or construction management services is proposed on this project
- Southwest Florida Water Management District (SWFWMD) pathway exemption for the pathway will be pursued
- No landscape, oasis, siting or street lighting design is associated with this project
- American with Disabilities Act (ADA) considerations of the new pathway shall be considered excluding existing intersections crossings
- Necessary signage shall be included with this project at the direction of the OWNER
- OWNER shall provide all utility as-builts and drainage plans
- OWNER shall pay for all permitting fees

**TASK 1.0 PRELIMINARY PROCESS****TASK 1.1 DESIGN SURVEYS & FIELD WORK**

CONSULTANT shall perform such field and office survey services as may be required to provide topographic and horizontal control information for the design of the pathway. The extent of the pathway survey will be from centerline to the R/W of the determined side of the road. Also, ancillary and peripheral survey of adjacent features as necessary including elements which traverse the roadways (surface only). The results of this survey are to be provided in the construction plans. The CONSULTANT shall perform services to include:

- Cross-section of the pathway project at an interval to determine longitudinal grades (100 foot generally), drainage patterns (off-site and side-yard) and connectivity of intersections and driveways and other existing features.
- No survey beyond right-of-way limits.
- Survey of the existing pathway/street intersections to check for ADA grade compliance.
- Topographic information on pathway project.
- Locating and referencing property lines, right-of-way lines, easements of record and other control lines; adjacent to the pathway.
- Location of visible, above ground, improvements and/or utilities.
- Establish two (2) benchmarks for the project

- 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.

Deliverable for this task will be the Existing Conditions sheet to be in the Construction Plan set.

#### **TASK 1.2 UTILITY COORDINATION (Not CCUD)**

The CONSULTANT shall notify and coordinate the requirements of the various utility services (utility services to be provided by OWNER) during the project design.

#### **TASK 2.0 CONSTRUCTION PLANS (Engineering Phase)**

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

Construction plans shall be prepared 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             | • Site Plan w/Key Map       | • Typical Sections        |
| • Aerial                  | • Plan and Profile(s) (with | • Erosion Control Plan(s) |
| • Existing Conditions     | grading and drainage)       | (BMPs)                    |
| (topography, Survey data) | • Cross Sections            | • Details                 |

A PDF electronic version of the appropriate design package shall be submitted to the OWNER at each plan review stage.

The CONSULTANT shall conduct project plan reviews with the OWNER in accordance with the following schedule:  
60% and 90% Reviews

Each review shall include appropriate plans, displays and visual aids, and may be supplemented by a verbal presentation. Each review shall be scheduled for three (3) weeks for OWNER review. Plan development at the respective submittal stages shall conform to the following:

#### **TASK 2.1 Basic Plans (60%)**

The CONSULTANT shall submit to the OWNER 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)
- D Proposed typical section(s)
- E Cross-section sheet(s)
- F Preliminary Erosion Control Plan
- G All permit applications required by various permit agencies complete with required sketches, drawings and descriptions
- H Utility information provided by Utilities
- I Preliminary Signing and Striping Plans

An electronic copy (PDF) of the technical documents, special provisions, and draft itemized bid quantities shall be provided by the CONSULTANT.

#### **TASK 2.2 Detail Plans and Specifications (90%) Complete**

The CONSULTANT shall submit complete construction plans to the OWNER an electronic PDF version for review

purposes. 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.

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 3.0 PERMITS**

The CONSULTANT shall prepare permit applications, data and drawings required for submittal by the OWNER to Southwest Florida Water Management District (SWFWMD). The CONSULTANT will coordinate for payment by OWNER.

The OWNER shall review the permit applications, may have a representative at all conferences between the CONSULTANT and the permitting agency, and shall be copied on all correspondence between the CONSULTANT and the permitting agencies. The SWFWMD Pre-Application meeting is a formal agency meeting. A meeting will be held with representatives of the agencies to review the proposed project and to obtain their comments and areas of concern, which shall be included in plans. Minutes of these meetings will constitute the deliverable.

The pathway will be presented to SWFWMD as an exemption permit independently of the pedestrian bridge for the exemption according to SWFWMD Rules Chapter 40D-4.051 Exemptions, Parts (13) and (14) that the sidewalks and multi-use recreational trails shall be considered exempt from standard ERP permitting.

SWFWMD Permit exemption application forms, including required design information and data, shall be completed by the CONSULTANT prior to the Basic Plans (60%) review, and submitted to the OWNER for appropriate signature. The CONSULTANT shall then submit the permit application(s) to SWFWMD after OWNER approval of the Basic Plans (60%).

The CONSULTANT shall respond to agency review comments, revise applications and basic plans and submit additional material required to support the proposed design and permit application(s), if required, and coordinate with the OWNER and permitting agencies to obtain approval of the exemption permit. Such response shall be made within thirty (30) days subsequent to the agency requests. In the event the pathway portion is elevated by SWFWMD to a full general Environmental Resource Permit (ERP), this will be considered additional services and a scope/fee will be negotiated to complete this task.

Requirements of permitting agencies shall be incorporated into final contract documents.

**TASK 4.0 FINAL CONTRACT DOCUMENTS**

Once all permits/approvals have been received, these permits/approvals and associated conditions have been approved by the OWNER, 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 and an opinion of probable construction costs for the pathway.
- Special provisions and other appropriate contract documents for incorporating permitting agencies permit requirements in the bid documents.
- Special provisions, Technical Specifications (TS) and Schedule of Values, in MS Word format, suitable for inclusion with other contract documents to be prepared by the OWNER. In absence of OWNER provided TS, Charlotte County standards will be used.
- CONSULTANT shall prepare and submit Request for Quote (RFQ) documents (modeled after Charlotte County Purchasing templates) for the OWNER to utilize in conducting administrative procurement of a state licensed general contractor to perform the work. This template will be coordinated with OWNER and up to two (2) iterations and reviews will be incorporated.

**TASK 5.0 CONSTRUCTION PHASE SERVICES**

After approval of construction package by OWNER, the following construction phase services shall be performed:



**TASK 5.1 Pre-Bid and Pre-Construction Meetings**

Attend and participate with the OWNER a Pre-Bid Services including a pre-bid meeting (if planned), responses to Requests for Information (RFI's) during the bidding and procurement phase, revisions to plans/specifications needed via addendum process and other services required by the Engineering Of Record (EOR) up to the bid. The CONSULTANT will assist OWNER in bid evaluation and recommendation of responsive contractor. This also includes attendance of the OWNER Pre-Construction Meeting.

**TASK 5.2 Shop Drawings**

CONSULTANT will do a full shop drawing review for conformance with the design concept of the project and compliance with the contract documents. Also determine the acceptability, subject to OWNER or other regulatory agency approval, of substitute materials and equipment proposed by contractors. CONSULTANT will confirm the material submittals will comply to this list. Deliverable will be in electronic PDF format to the OWNER.

**TASK 5.3 Project Completion Record Drawings**

Provide certification of substantial completion as required by project permits including SWFWMD and other permitting agencies. As-Built drawings will be supplied by the Contractor and signed and sealed by the appropriate service provider. This task may require the coordination of deliverables of 3rd parties (Contractor, surveyor, OWNER) and the CONSULTANT will coordinate and gathering of this information necessary for the application and responding to requests for additional information. Deliverable will be a copy of the documentation. This includes up to two (2) site visits.

**CONTRACT PRICING**

<b>Task #</b>	<b>Description</b>	<b>Terms</b>	<b>Total Fee</b>
1.1	Design Surveys & Field Work	LS	\$6,670
1.2	Utility Coordination	LS	\$2,150
2.1	Plans 60%	LS	\$9,700
2.2	Plans 90%	LS	\$6,700
3	Permits	LS	\$4,140
4	Final Contract Documents	LS	\$4,500
5	Construction Services	LS	\$3,000
<b>Total</b>			<b>\$36,860</b>



Sidewalk adjacent to road with barrier curb



Sidewalk offset 3' from road



ADA ramps at all controlled intersections. Rivermarsh Dr and Grand Vista CT intersection





Rivermarsh Drive and Grand Vista CT looking east. Sidewalk offset 3' from road where possible



Sidewalk adjacent to  
road to avoid  
drainage inlet

Rivermarsh Drive looking east





Rivermarsh Drive and Pennyroyal Rd looking west



Rivermarsh Drive and Pennyroyal Rd looking east





Rivermarsh Drive looking east from pump station access drive.  
Sidewalk adjacent to road to avoid transformers and drainage  
inlet





Rivermarsh Drive looking west from golf cart path.



Rivermarsh Drive looking east towards Club Drive.  
Sidewalk adjacent to road with barrier curb.  
Engineers will determine if sidewalk can be offset  
from the road.