



January 14, 2025

MDBCH25001P

**City of Madeira Beach**

**Attn:** Megan Wepfer  
Public Works Director  
505 150<sup>th</sup> Avenue  
Madeira Beach, FL 33708

**RE: Public Works Facility  
Madeira Beach, FL**

**Dear Ms. Wepfer:**

Pennoni Associates Inc. (Pennoni) is pleased to present this proposal to The City of Madeira Beach to provide professional engineering services for the design of a new public works facility within the +/- 5.74 Acre parcel located at 505 150<sup>th</sup> Ave, within the city of Madeira Beach. It is our understanding that the proposed project will consist of the construction of a +/- 7,500 sf Public Works Building and fire support structure, and supporting site improvements. Based on current Zoning and Land Use Information, the property is Zoned Marine Commercial (C-4) with a future land use designation of Planned Development Mixed Use. Based on FEMA Flood Map Information, the property is within the Coastal Floodplain Zone AE11.

We are providing this proposal for engineering services. Our scope is as follows:

**TASK 1 – GEOTECHNICAL INVESTIGATION**

The purpose of our geotechnical study is to obtain information on the general subsurface soil conditions at the project site. The subsurface materials encountered will then be evaluated with respect to the available project characteristics. In this regard, engineering assessments for the following items will be formulated:

- Identification of the existing groundwater levels and estimated normal seasonal high groundwater fluctuations.
- General location and description of potentially deleterious materials encountered in the borings which may have an impact on the proposed construction.
- Allowable capacities and estimated foundation settlement for shallow foundations supporting the structure.
- General geotechnical recommendations for the proposed construction.

The following services will be performed:

- Site reconnaissance and stake boring locations.
- Request utility location services from Sunshine811.
- Coordinate GPR utility clearing services.
- Perform a total of six (6) Standard Penetration Test (SPT) borings at the project site. Samples will be collected, and Standard Penetration Test resistances measured continuously for the top ten feet and at approximate intervals of five feet, thereafter. SPT borings will be performed as follows:
  - Three (3) SPT borings will be performed to a depth of 10 feet below the existing ground surface within the pavement improvement areas.
  - Three (3) SPT borings will be performed to a depth of 30 feet below existing ground surface within the building footprint.

- Visually classify and stratify soil samples in the laboratory and conduct a laboratory testing program as needed to verify soil classifications.
- Report the results of the field exploration and engineering analysis. The results of the subsurface exploration will be presented in a written report signed and sealed by a professional engineer specializing in geotechnical engineering.

## **TASK 2 – CIVIL ENGINEERING**

### **A. Construction Documents**

Using the owner provided boundary and topographic survey, and conceptual site plan in CAD format, we will prepare Construction Documents coordinated with the design team. The site elements such as building envelope, sidewalks, driveways, parking, utilities, and pedestrian access outside of the building envelopes will be documented.

1. We anticipate the construction documents will include the following:

- Existing Conditions Plan
- Demolition Plan
- Site Plans
- Grading Plans
- Utility Plans
- Landscape Plans (Code Compliant)
- Landscape Details (Code Compliant)
- Stormwater Management Design and Details
- Construction Details

2. We will notify the surrounding utility companies of the proposed project and request locations, conflict information, comments, and details on their existing utilities and service to the Site in attempt to avoid conflicts.

*NOTE: Please be advised that a state law in association with Sunshine State One Call of Florida allows utility companies to charge service fees for providing utility location information inside public rights-of-way and/or easements. These fees cover services such as meetings with engineers, site visits to flag utilities in the field, reviewing and marking up plans to depict the location of their facilities, etc., which are necessary to facilitate the design and construction of improvements within rights-of-way and/or easements. As an Associate Member of the Sunshine State One Call of Florida, and as your engineering consultant, we may incur these costs associated with your Project, and if so, we will include them on our invoices to the Client as a direct reimbursable cost.)*

3. We will coordinate with the lighting designer to identify the location of the lighting fixtures and prepare a photometrics plan compliant with the governing municipalities ordinance. We will coordinate with the MEP engineer to power service to the fixtures through the site, terminating at the building.

4. We anticipate attending up to four (4) virtual calls/meetings to coordinate the site aspects of the project with the design.

### **B. Permitting Services**

1. We will prepare schematic exhibits for and attend a Pre-Application meeting with the Southwest Florida Watershed Management District (SWFWMD) to review the Project Site and to discuss the stormwater management permit requirements for this Project.

2. We will prepare the required applications and submissions to the SWFWMD with supporting stormwater management design calculations for the proposed improvements. An ERP exemption approval is anticipated since building impervious area will be replacing ground level impervious area.
3. We will prepare the required permit applications and submissions to the City of Madeira Beach TRC depicting a code compliant design of the site improvements.
4. We will attend up to two (2) design review meetings/calls with the City to review status of site civil engineering plans and discuss any changes or revisions requested.
5. Payment of review fees, impact fees, soils testing, environmental/ecological surveys, platting, and other subconsultants, and other costs not included in this proposal are the Client's/Owner's responsibility.

### **C. Construction Administration Services**

The effort necessary during construction is dependent on the abilities and judgments of the construction manager and contractors. Thus, we are providing a fee based on assumed hours for some tasks and a construction period of up to six months.

1. We will review shop drawings, checking for conformance with the design of the project and compliance with the information given in the construction documents.
2. We will respond to requests for information (RFI's) from the Construction Manager to clarify the scope of work during construction and to convey design intent.
3. We will make visits to the site during construction of site work components and at such other times as requested to review construction progress, to coordinate site work with other requirements of the project, and to attend construction meetings. We are including up to four site visits in this proposal.
4. We will prepare a "punch list" when the construction is substantially complete and follow up with a second visit to review the completed punch list items.
5. Using the as-built files provided by the Contractor, we will prepare the Project Close Out Submittal.

### **D. Project Certifications**

1. Once construction is deemed sufficiently complete Pennoni will prepare and submit a "Statement of Completion and Request to Transfer to Operation" for the stormwater management ponds. The form will be submitted with the contractor provided As-Built Drawings to the SWFWMD and The City of Madeira Beach if necessary. Please note that any deviations from the approved construction plans (notwithstanding the opinions of inspectors, local approval, etc.) such as pipe slope, retention pond size, elevation differences, and contractor exclusions (geotechnical engineering and testing requirements on the plans) which call into question the capacity of the system(s) could require Additional Services by Pennoni to resolve same and/or Client's indemnification of Pennoni.

### **Civil Engineering Scope Exclusions**

The following services are not included in the scope of this proposal. If any of the services below is needed, we can provide a separate design proposal for the requested scope.

- Boundary and Topographic Survey
- Traffic Studies
- Design of Public Roadway Improvements
- Lift Station and/or Utility Main Extension Design
- FDOT Permitting
- Public Hearings

**FEE**

Pennoni will complete the professional services in the Scope of Services for the fee of:

|  |                               |
|--|-------------------------------|
| <b>TASK 1 – GEOTECHNICAL INVESTIGATION</b>     | <b>\$11,800</b>               |
| <b>TASK 2 – CIVIL ENGINEERING SERVICES</b>     |                               |
| <b>A. Construction Documents</b>               | <b>\$28,750</b>               |
| <b>B. Permitting</b>                           | <b>\$ 9,500</b>               |
| <b>C. Construction Administration Services</b> | <b>\$ 8,500</b>               |
| <b>D. Project Certifications</b>               | <b>\$ 3,500</b>               |
|  | <b>Task 2 Total: \$50,250</b> |

**PROJECT TOTAL: \$62,050**

All fees are considered to be Lump Sum unless otherwise noted.

Any services performed by Pennoni for this Project which are not specifically included in the above Scope of Services are Additional Services and we will provide a proposal for the additional work.

**BILLING AND PAYMENT**

An invoice for professional services completed will be presented for payment on a monthly basis. Invoices are due upon receipt. The Client acknowledges that the method of billing and payment has been discussed in detail, that the terms agreed upon can only be changed by a written addendum agreed to by both parties, and that work may be stopped until payment is made in accordance with the agreement. Payments to Pennoni shall be made no later than 15 days after the Client is paid by the Owner under the Prime Agreement. The Client shall exert reasonable and diligent efforts to collect prompt payment from the Owner.

## **TERMS AND CONDITIONS**

### **A. GENERAL**

1. Pennoni Associates Inc. General Terms and Conditions (Form LE01FL 01/2018) are attached hereto and are considered as part of the Scope of Services. The Client indicates by the execution of this proposal that they have reviewed and understand the General Terms and Conditions.

### **B. CIVIL/SITE**

1. The lump sum fees of this proposal are for providing the specific services described within the Scope of Services. Any services provided by Pennoni Associates Inc. for this project which are not specifically included in the above Scope of Services are additional services and will be billed as such in addition to the above-stated lump sum fees.
2. Pennoni Associates Inc. does not guarantee approvals as these are often subject to circumstances beyond our control. Our fees are due and payable regardless of ultimate approval.
3. Based on available documentation and online data no wetlands are present within the site, and delineation of wetlands is not included within this scope of services. If wetland delineation becomes necessary, we will provide a separate proposal for that service.
4. This proposal assumes that Zoning Variance approvals are not required for the site. If these permits become necessary, we will provide a separate proposal for those services.
5. This proposal assumes that utilities are available adjacent to the site, and design of a lift station is not expected. If utility extensions or lift station designs are required, we will provide a separate proposal for those services.
6. Design of Public Roadway improvements and Traffic Studies are not included within this scope of services.

Pursuant to 558.0035 F.S., an individual employee or agent of Pennoni Associates, Inc. cannot be held individually liable for damages resulting from negligence occurring within the course and scope of this professional services contract or the performance of professional services hereunder, by signing this agreement, you have accepted this limitation of liability.

Thank you for the opportunity to provide these professional services for this exciting project. If this proposal is acceptable, please sign and return this proposal as our Notice-to-Proceed. If you have any questions, or if you would like to discuss any of the above, please contact please contact me at 727-325-1257

Sincerely,  
**PENNONI**



Brian M. Diehl, PE  
Regional Vice President



Jason Sheridan, PE  
Civil/Site Division Manager

**Accepted By:**

\_\_\_\_\_  
**(Authorized Representative of the Client)**

\_\_\_\_\_  
**(Print Name & Title)**

\_\_\_\_\_  
**(Date)**



**PENNONI ASSOCIATES INC.**  
**GENERAL TERMS & CONDITIONS**  
**MDBCH25001P**

1. Unless withdrawn sooner, proposals are valid for thirty (30) days.
2. The technical and pricing information in proposals is the confidential and proprietary property of Pennoni Associates Inc. ("Pennoni") or any Pennoni subsidiary or affiliate. Client agrees not to use or to disclose to third parties any technical or pricing information without Pennoni's written consent.
3. The agreement created by the Client's acceptance of a proposal and these Terms & Conditions is hereinafter referred to as the "Agreement." If a proposal is submitted to Client and Client fails to return a signed copy of the proposal but knowingly allows Pennoni to proceed with the services, then Client shall be deemed to have accepted the terms of the proposal and these General Terms & Conditions. If there is a conflict or inconsistency between any express term or condition in the proposal and these General Terms & Conditions, then the proposal shall take precedence. The proposal and these General Terms & Conditions constitute the entire Agreement, and supersede any previous agreement or understanding.
4. Payment is due upon receipt of invoices as submitted. If Client chooses to make any payment via major credit card, Client agrees to pay a 3% surcharge or 1.03 times the total amount invoiced. Client agrees to pay interest at the rate of 1½ percent per month on invoices that are more than 30 days past due. If an invoice is 30 or more days past due, then Pennoni may suspend services and refuse to release work on this Agreement or any other agreement between Client and Pennoni until Client has paid all amounts due. Unless Pennoni receives written notice of Client's dispute of an invoice within 30 days of the invoice date, the invoice will be presumed correct. If payment is not made in accordance with the Agreement, then Client agrees to pay reasonable costs and attorney's fees incurred by Pennoni to collect payment.
5. All drawings, sketches, specifications and other documents ("Documents") in any form, including electronic, prepared by Pennoni are instruments of Pennoni's services, and as such are and shall remain Pennoni's property. Upon payment in accordance with the Agreement, Client shall have the right to use and reproduce the Documents solely for the purposes of constructing, remediating, using or maintaining the project contemplated by the Agreement ("Project"). The Documents are prepared for use on this Project only, and are not appropriate for use on other projects, any additions or alterations of the Project, or completion of the Project by others. Client shall not use the Documents in violation of this paragraph without Pennoni's express written consent; and such use is at the Client's sole risk. Client agrees to indemnify, defend and hold harmless Pennoni from any claims, damages, losses, liabilities and expenses arising from such prohibited use.
6. The proposed fees and schedule constitute Pennoni's best estimate of the charges and time required to complete the Project. As the Project progresses, facts uncovered may dictate revisions in scope, schedule or fee. The hourly rate schedule for services provided on a time and material basis will be subject to increases annually.
7. Fee and schedule commitments will be subject to change for delays caused by Client's failure to provide specified facilities or information, or for delays caused by third parties, unpredictable occurrences or force majeure.
8. Where the method of payment is based on time and materials, Client agrees that the following will apply: The minimum time segment for charging work is one-quarter hour, except the minimum time segment for charging of field survey work is four (4) hours. Client reimbursable expenses include travel and living expenses of personnel when away from the home office on business connected with the Project; subcontractor and subconsultant costs; identifiable communications, mailing and reproduction costs; identifiable drafting and stenographic supplies; and expendable materials and supplies purchased specifically for the Project. A ten (10) percent administrative and handling charge will be added to client reimbursable expenses.
9. Client's termination of this Agreement will not be effective unless Client gives Pennoni seven (7) days prior written notice with accompanying reasons and details, and affords Pennoni an opportunity to respond. Where the method of payment is "Lump Sum," Client agrees that the final invoice will be based on services performed to the effective date of cancellation, plus an equitable adjustment to provide for costs Pennoni incurred for commitments made prior to cancellation. Where the method of payment is time and materials, Client agrees that the final invoice will include all services and direct expenses up to the effective date of cancellation plus an equitable adjustment to provide for costs Pennoni incurred for commitments made prior to cancellation.
10. Pennoni will maintain at its own expense Workman's Compensation insurance, Commercial General Liability insurance, and Professional Liability insurance.
11. Neither the Client nor Pennoni shall assign this Agreement without the written consent of the other.

12. Pennoni does not represent or warrant that any permit or approval will be issued by any governmental or regulatory body. Pennoni will endeavor to prepare applications for such permit or approval in conformance with applicable requirements; but, in view of the complexity of and the frequent changes in applicable rules and regulations and interpretations by the authorities, Pennoni cannot guarantee that any such application will be considered complete or will conform to all applicable requirements.
13. Pennoni will perform its work in accordance with generally accepted professional standards. THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED. This Agreement is solely for the benefit of the Client and its successors. There is no third-party beneficiary of this Agreement.
14. CLIENT AND PENNONI HAVE CONSIDERED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, AS WELL AS PENNONI'S TOTAL FEE FOR SERVICES. CLIENT AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, PENNONI'S TOTAL AGGREGATE LIABILITY (INCLUDING THE LIABILITY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUBCONTRACTORS AND CONSULTANTS) TO THE CLIENT (AND ANYONE CLAIMING BY, THROUGH OR UNDER THE CLIENT) FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, EXPENSES OR DAMAGES ARISING OUT OF THIS AGREEMENT FROM ANY CAUSE OR CAUSES IS LIMITED TO THE TOTAL FEE RECEIVED BY PENNONI UNDER THIS AGREEMENT OR \$50,000, WHICHEVER IS GREATER. SUCH CAUSES INCLUDE, BUT ARE NOT LIMITED TO, PENNONI'S NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, OR BREACH OF CONTRACT OR WARRANTY.

IN THE EVENT THE CLIENT IS UNABLE TO ACCEPT THE ABOVE LIMITATION OF LIABILITY, PENNONI AGREES TO INCREASE THE LIMITATION TO \$1,000,000 UPON ITS RECEIPT, PRIOR TO PERFORMING ANY SERVICES, OF CLIENT'S WRITTEN AGREEMENT TO PAY AN ADDITIONAL SUM OF NOT LESS THAN 10% OF THE TOTAL FEE UNDER THIS AGREEMENT OR \$1,000, WHICHEVER IS GREATER.

15. Client shall make no claim against Pennoni unless the Client first provides a written certification, executed by an independent design professional, specifying those acts or omissions which the independent design professional contends is a violation of generally accepted professional standards and upon which the claim will be premised. The independent design professional must be licensed to practice in the state where the Project is located and in the discipline related to the claim. Client agrees that the independent design professional's certification is a condition precedent to the Client's right to institute any judicial proceeding.
16. If required under the scope of services, Pennoni shall visit the Project site to become generally familiar with the progress and quality of the work for which Pennoni prepared contract documents, and Pennoni shall not make exhaustive or continuous onsite inspections. Pennoni's services do not include supervision or direction of the contractor's work. Observation by Pennoni field representatives shall not excuse the contractor for defects or omissions in its work. Pennoni shall not control construction means, methods, techniques, sequences, or procedures, and the contractor is solely responsible for all work on the Project, including safety of all persons and property.
17. If Client does not retain Pennoni to render construction phase services, then Client waives any claim it may have against Pennoni and agrees to indemnify, defend, and hold harmless Pennoni from any loss or liability, including attorneys fees and other defense costs, arising out of or related to the interpretation of Pennoni's plans and specifications, the review of shop drawings, the evaluation of contractor's request for change orders, or the failure to detect and correct obvious errors or omissions in Pennoni's plans and specifications.
18. Unless and until a court determines that Pennoni's preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, specifications and/or Pennoni's giving or failure to give instructions is the primary cause of any damage, claim, loss or expenses, Client shall indemnify, defend and hold harmless Pennoni and its officers, employees and consultants from and against all damages, claims, losses or expenses, including reasonable attorneys fees and other costs of defense, arising out of this Agreement. In the event the Client is required to defend Pennoni under this paragraph, Pennoni shall have the right to select its attorneys.
19. Client agrees to pay reasonable expert witness fees if Pennoni or any of its employees is subpoenaed to testify as a fact or opinion witness in any court proceeding, arbitration, or mediation to which the Client is a party.
20. Unless otherwise provided in this proposal, Pennoni shall have no responsibility for the discovery, presence, handling, removal, or disposal of hazardous materials or underground structures at the Project site.
21. Client and Pennoni waive consequential damages arising out of this Agreement.
22. This Agreement shall be governed by the laws of the State of Florida.
23. Both Pennoni and Client agree to waive the right to subrogation for covered losses and each shall obtain similar waivers from Owner, subcontractors, property and casualty insurers, and any other party involved in this Project.