MMINS | CEDERBERG
tal & Marine Engineering

September 15, 2019

71900

Mr. Peter Luria
1800 West 23rd Street
Miami Beach, FL 33140

Sent via email: peterpl@bellsouth.net

RE: PROPOSAL FOR MARINE ENGINEERING AND ENVIRONMENTAL CONSULTING SERVICES FOR THE SEAWALL AND DOCK LOCATED AT 1800 WEST 23RD STREET RESIDENCE, CITY OF MIAMI BEACH, FLORIDA

Dear Mr. Luria:

Cummins Cederberg, Inc. (Cummins Cederberg) is pleased to present this proposal to perform marine engineering and environmental consulting with respect to the seawall and dock at the 1800 West 23rd Street Residence, located in City of Miami Beach, Miami-Dade County, Florida (Project). Miami Beach, FL 33140 PL

A preliminary desktop review of the Project site didn't produce previous permitting history for the existing dock. As the Project site is located within the Biscayne Bay Aquatic Preserve, the new dock will may need to be elevated to +5 feet above MHW, from the top of decking, or constructed with grated decking or with deck plank spacing of a minimum of ½". If the existing dock can be "grandfathered" (e.g., installed in early 1980's), or prior to, then it can be replaced in the same footprint without the design modifications specified above. The increase in dock elevation may not be an issue, as the seawall will also require an increase in elevation due to requirements within the City of Miami Beach.

The following tasks outline the scope of services to be provided by Cummins Cederberg for Mr. Peter Luria (Client).

PART 1 – MARINE ENGINEERING

a. **Engineering Design:** Cummins Cederberg will design replacement elements of the existing seawall (approximately ~~110~~ 112.5 linear feet) within 12 inches of existing if designed with concrete panels or within 18 inches of existing if designed with corrugated sheet pile. It is assumed that riprap (a minimum of 90 CY/1 LF of seawall) will also need to be installed at the base of the seawall as mitigation to meet DERM permitting requirements – the riprap can likely be condensed to within the dock footprint to avoid navigation impacts to proposed boat lift area. PL

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71900

Typical sections will be developed for the proposed design. Specifications for steel and/or concrete characteristics including strength, water content, corrosion inhibitors, etc. along with reinforcement details will be developed as part of the design process. PL

The dock will be designed as a fixed concrete dock consisting of 14 inch concrete piles with a reinforced concrete slab. The design will include determining the required dimensions of the concrete slab and piles along with pile penetration depth. The dock will be designed for mooring loads and live loads associated with the expected vessel slip. Cummins Cederberg will prepare structural calculations for the design as appropriate.

Expected Vessal – Axopar 37 Sun-Top Open Range PL

b. **Construction Drawings:** Cummins Cederberg will prepare plans in sufficient detail for submittal to the regulatory agencies and construction. The plans will be prepared in CAD format using industry standards for this type of construction. The plans and calculations will be signed and sealed by a Florida registered Professional Engineer. The following drawing sheets are anticipated: – Accomodate 15-20,000 lb boat lift + located as far East along the seawall for Axopar 37 Sun-Top
– 3-4 Aluminum fenders on dock
– Remove Two (2) existing mooring pilings + 2 potential broken pilings below water surface PL

- Cover Sheet – Location maps, titles, etc.
- General Notes – Specifications, materials, list of abbreviations, etc.
- Site Plan – Existing conditions, survey, etc.
- Proposed Plan – Layout, pile spacing, etc.
- Structural Sections – cross sections, structural details, pile repair details, etc.

PART 2 – ENVIRONMENTAL PERMITTING

a. **DERM Class I Coastal Construction Permit Application & Processing:** Cummins Cederberg will prepare and process a Miami-Dade County Division of Environmental Resource Management (DERM) Short Form Class I Coastal Construction Permit Application requesting authorization for the proposed seawall replacement, riprap and new dock, pursuant to Chapter 24 of the Miami-Dade County Code. Cummins Cederberg will maintain contact with DERM to review plans and provide additional information. The Client will provide Cummins Cederberg with an application form signed by the upland owner, warranty deed, contractor information, vessel specifications, mitigation contributions (if required), and permit application and permit fees (to be determined based on estimated construction cost).

b. **SWERP Exemption Verification Form & Processing**: Cummins Cederberg will prepare and process a Statewide Environmental Resource Permit (SWERP) Exemption Verification Form with the Florida Department of Environmental Protection (FDEP), requesting authorization of the proposed seawall replacement, riprap and new dock, pursuant to Chapter 62-330, F.A.C. Cummins Cederberg will maintain contact with FDEP to review plans and provide additional

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71900

information. The Client will provide Cummins Cederberg with a signed application form and a processing fee (in an amount of $100.00).

c. **USACE Application & Processing:** Once DERM completes their biological assessment, Cummins Cederberg will prepare and process a Department of the Army Application with the U.S. Army Corps of Engineers (USACE) requesting authorization of the proposed seawall replacement, riprap and new dock. Cummins Cederberg will prepare the required JaxBO or NMFS Section 7 Checklist forms (depending on final design criteria and results of the DERM biological assessment) for submittal with the application. Cummins Cederberg will maintain contact with the USACE to review plans and provide additional information. The Client will provide Cummins Cederberg with a signed application form.

PART 3 – CONSTRUCTION

a. **Bidding:** Cummins Cederberg will provide consulting services as part of the bid solicitation process for the proposed marine works. This will include submitting bid documents to potential marine contractors and subsequent review of bids. A summary outlining potential variations in bids will be prepared to simplify comparison and a recommendation of the preferred bidder will be made. Contract negotiations are not included in this scope and will be performed under Part 3c, if requested by the Client.

b. **Post Design Services:** Cummins Cederberg will provide post design services for the project relating to engineering design elements prepared by Cummins Cederberg, including review of shop drawings, review of specification submittals, RFIs relating to clarification of design drawings and environmental permits.

c. **Construction Administration:** Cummins Cederberg will provide construction administration services for the Project as requested by the Client. The scope may include: contract negotiations, Notice of Award/Notice to Proceed, site observations with reports, pile driving logs, responses to Requests for Information (RFI's) relating to unforeseen conditions, required field changes and/or other items as required, approval of payment requests, pre-pour reinforcement inspections, final inspection, as well as permit compliance and closeout. Materials testing (if required) to be provided by the Contractor.

FEES

Fees for Part 1 and 2 services are lump sum at *$15,000.00*
Fees for Part 3 services are hourly per the attached Rate Schedule ..... *Hourly*
Not to exceed $5,000 without written authorization PL

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Cummins Cederberg shall invoice the Client on a percent complete basis each month and/or completion of tasks. Hourly tasks will be invoiced as per the attached Rate Schedule. An initial payment in the amount of $2,000.00 shall be paid upon authorization. The initial payment will be applied to ~~our final invoice(s) for services at the end of the contract~~ all invoices as they come due until depleted.

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CONDITIONS:

- Client to provide current survey of property.
- Scope of work is based on no marine resource impacts and mitigation will not be required. It is assumed that the DERM Biological Assessment will be suffice for all agencies and a separate marine resource survey will not be required. Cummins Cederberg can provide under a separate scope of services.
- Seawall replacement will be limited to within 12 inches of existing if designed with concrete panels or within 18 inches of existing if designed with corrugated sheet pile. It is assumed that riprap (a minimum of 90 CY/1 LF of seawall) will also need to be installed at the base of the seawall as mitigation to meet DERM permitting requirements.
- If it is determined that the dock cannot be "grandfathered," then one of the following design criteria will need to be incorporated into the new dock design: (1) dock to be elevated to +5 feet above MHW, from the top of decking; (2) constructed with grated decking; or (3) constructed with deck plank spacing of a minimum of ½".
- Legal, agency or permit fees not included.
- Contractor to obtain building permit from the City of Miami Beach.
- Client shall notify Cummins Cederberg of any known conditions related to the Project that may affect the above described scope of services.
- Client shall provide safe access to the Project site as needed by Cummins Cederberg to complete the above described scope of services.

GENERAL

We appreciate the opportunity to prepare a proposal for the Seawall and Dock Project and look forward to working with you. This proposal is valid for 30 days and was prepared based on the information provided by the Client to date. If you wish us to provide the services detailed above, please sign this agreement, which includes the Cummins Cederberg's General Conditions attached herein, and return a signed copy to us along with initial payment of $2,000, which will serve as our Authorization to Proceed. Should you have any questions or require additional information, please do not hesitate to contact me at (305) 741-6155 or jcummins@CumminsCederberg.com.

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Sincerely,

CUMMINS CEDERBERG, INC.

Jason Cummins, M.Sc., P.E.
Principal

Florida Professional Engineering No. 71538
Florida Certificate of Authorization No. 29062

Read and Accepted by **Client**:

By: Peter Luria

Name: Peter LURIA

Title: Property OWNER + Client

Date: 9/17/19

Enclosures:
Rate Schedule
General Terms & Conditions
Florida Professional Engineer License

CUMMINS CEDERBERG, INC. 2019 RATE SCHEDULE[1]

TITLE	HOURLY RATE
Principal Engineer	$ 250.00
Senior Engineer / Project Manager	$ 180.00
Project Engineer / Scientist	$ 150.00
Surveyor	$ 100.00
CADD/Engineering Technician	$ 95.00
Administrative Services	$ 65.00

REIMBURSABLE EXPENSES

Professional Supplies, Standard Expenses and Direct Reimbursable Expenses will be billed at cost plus 10 percent. Professional supplies and standard expenses include standard office supplies, plots and photocopies, telephone calls, facsimiles, mail and courier delivery services, domestic and international travel and related travel expenses. Direct reimbursable expenses include field equipment rental, field supplies, research materials, permit fees, and other expenses not included in Professional Supplies and Standard Expenses.

[1] Rates are subject to change at one-year intervals from date of proposal execution.

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CUMMINS CEDERBERG INC.'S GENERAL TERMS AND CONDITIONS

1 – Definitions:

"Cummins Cederberg, Inc." (hereinafter referred to as "CC") shall include said company, and its individual professional or professionals, performing the "Work."

"Work" means the specific engineering or other service to be performed by CC as set forth in CC's proposal.

"Client" refers to the person or business entity ordering the Work to be done by CC.

"Agreement" refers to CC's proposal, the client's acceptance, and CC's Terms and Conditions. The Client's acceptance of the proposal includes acceptance of these general conditions. The proposal and acceptance are hereby incorporated by reference herein.

2 – Authorization of Work: If the Client is ordering the Work on behalf of another, the Client represents and warrants that the Client is the duly authorized agent of said party for the purpose ordering and directing said Work. Client agrees that CC's professional duties are specifically limited to the Work set forth in CC's proposal. CC's Work is for the exclusive use of the Client. In no event shall CC have any duty or obligation to any third party.

3 – Payment: Invoices shall be submitted either upon completion of tasks or on a monthly basis. Invoices are to be paid in full within thirty (30) days of receipt of the invoice by the Client. ~~Invoices not paid in full within thirty (30) days shall incur interest at a rate of 1.5 percent per month (or the maximum rate of interest permitted by law, if less)~~. If an invoice is not paid within sixty (60) days, CC may, without waiving any claim or right against the Client and without any liability whatsoever to the Client, terminate the performance of Work. The written notice requirement of section 5 below does not apply to a termination of work under this paragraph. PL

4 – Indemnification and Mutual Waiver: To the fullest extent permitted by Laws and Regulations, CC shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of CC or CC's officers, directors, members, partners, agents, employees, or Consultants. This indemnification provision is subject to and limited by the provisions in Section 5 below. Further, this indemnification does not apply if the Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees cause or contribute to the loss.

Owner shall indemnify and hold harmless CC and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations. To the fullest extent permitted by Laws and Regulations, Owner and CC waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

5 – Warranty and Limit of Liability: CC shall perform services for Client in a professional manner, using the degree of care and skill ordinarily exercised by and consistent with the standards of competent consultants practicing at the same time and in the same or a similar locality as the project. CC makes no warranties, express or implied, under this Agreement or otherwise, in connection with the services provided. To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision of this

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Agreement, the total liability, in the aggregate, of CC and CC's officers, directors, members, partners, agents, employees, and Consultants, 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 or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of CC or CC's officers, directors, members, partners, agents, employees, or Consultants shall not exceed the total compensation received by CC under this Agreement.

To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, CC, and all other negligent entities and individuals.

6 – Use of Documents: All Documents are instruments of service, and CC shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the CC) whether or not the Project is completed. Any reuse by the Client or others of documents and plans that result from CC's services under this Agreement shall be at Clients or others sole risk without liability to CC.

7 - Cost Estimates: Client hereby acknowledges that CC cannot warrant that estimates of probable construction or operating costs provided by CC will not vary from actual cost incurred by the Client.

8 – Construction Services: CC shall not be responsible for or have control over means, methods, techniques, sequences, procedures, or for safety precautions and programs in connection with the construction of the Project; nor shall CC be responsible for the Contractor's failure to carry out the work in accordance with the contract documents or for Contractor's failure to comply with applicable laws, ordinances, rules or regulations.

9. – Termination of Services: The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days written notice to the other party. The written notice requirement of this paragraph does not apply to CC's termination of work under section 3 above. In the event of termination, the Client shall pay CC for all services rendered and costs incurred through the effective date of termination. Neither party may assign, sublet or transfer any rights under or interest (including, but not without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law.

10 – Legal Jurisdiction: This Agreement is to be governed by and interpreted according to the laws of the State of Florida. The parties agree that any actions brought to enforce any provision of this Agreement shall only be brought in a State court of competent jurisdiction located in Miami-Dade County, Florida.

11 – PURSUANT TO SECTION 558.0035. FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF CUMMINS CEDERBERG, INC. MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

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FLORIDA PROFESSIONAL ENGINEER LICENSE

Ron DeSantis, Governor

Halsey Beshears, Secretary

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STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF PROFESSIONAL ENGINEERS

THE ENGINEERING BUSINESS HEREIN IS AUTHORIZED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

CUMMINS CEDERBERG, INC.

7550 RED ROAD
SUITE 217
SOUTH MIAMI FL 33143

LICENSE NUMBER: CA29062

EXPIRATION DATE: FEBRUARY 28, 2021

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.