



**QUARRY
COMMUNITY DEVELOPMENT
DISTRICT**

**COLLIER COUNTY
REGULAR BOARD MEETING
JANUARY 16, 2018
11:00 A.M.**

Special District Services, Inc.
27499 Riverview Center Boulevard, #253
Bonita Springs, FL 33134

www.quarrycdd.org

561.630.4922 Telephone

877.SDS.4922 Toll Free

561.630.4923 Facsimile

AGENDA
QUARRY COMMUNITY DEVELOPMENT DISTRICT
The Quarry Beach Club
8975 Kayak Drive
Naples, Florida 34120
REGULAR BOARD MEETING
January 16, 2018
11:00 a.m.

- A. Call to Order
- B. Proof of Publication.....Page 1
- C. Establish Quorum
- D. Additions or Deletions to Agenda
- E. Comments from the Public for Items Not on the Agenda
- F. Old Business
- G. New Business
 - 1. Consider Approval of Agreement for Project-Specific Engineering Services Between the District and Turrell Hall & Associates, Inc.....Page 2
 - 2. Discussion Regarding Financing for Lake Shore Erosion.....Page 17
 - 3. Discussion Regarding QCA Letter.....Page 18
- H. Engineering Report
- I. Administrative Matters
- J. Board Members Comments
- K. Adjourn

QUARRY COMMUNITY DEVELOPMENT DISTRICT
REVISED FISCAL YEAR 2017/2018 REGULAR MEETING SCHEDULE

NOTICE IS HEREBY GIVEN that the Board of Supervisors of the Quarry Community Development District will hold Regular Meetings at 11:00 a.m. at The Quarry Beach Club located at 8975 Kayak Drive, Naples, Florida 34120, on the following dates:

January 16, 2018
February 20, 2018
March 20, 2018
April 17, 2018
May 15, 2018
June 19, 2018
July 17, 2018
August 21, 2018
September 18, 2018

The purpose of the meetings is to conduct any business coming before the Board. Meetings are open to the public and will be conducted in accordance with the provisions of Florida law. Copies of the Agendas for any of the meetings may be obtained from the District's website or by contacting the District Manager at (561) 630-4922 and/or toll free at 1-877-737-4922 prior to the date of the particular meeting.

From time to time one or more Supervisors will participate by telephone; therefore, a speaker telephone will be present at the location of these meetings so that Supervisors can attend the meetings and be fully informed of the discussions taking place either in person or by telephone. Meetings may be continued to a date, time, and place certain to be specified on the record.

If any person decides to appeal any decision made with respect to any matter considered at these meetings, such person will need a record of the proceedings and such person may need to insure that a verbatim record of the proceedings is made at his or her own expense and which record includes the testimony and evidence on which the appeal is based.

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations or an interpreter to participate at any of these meetings should contact the District Manager at (561) 630-4922 and/or toll free at 1-877-737-4922 at least seven (7) days prior to the date of the particular meeting.

Meetings may be cancelled from time to time without advertised notice.

QUARRY COMMUNITY DEVELOPMENT DISTRICT

www.quarrycdd.org

PUBLISH: NAPLES DAILY NEWS 01/05/18

**AGREEMENT FOR PROJECT-SPECIFIC ENGINEERING SERVICES BETWEEN
QUARRY COMMUNITY DEVELOPMENT DISTRICT AND
TURRELL HALL & ASSOCIATES, INC.**

THIS AGREEMENT (“**Agreement**”) is made and entered into this ____ day of _____, 2017, by and between:

Quarry Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located in Collier County, Florida (the “**District**”); and

Turrell Hall & Associates, Inc., a Florida corporation with an address of 3584 Exchange Avenue, Naples, Florida 34104 (the “**Engineer**”).

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes*, and by an ordinance adopted by the Board of County Commissioners in and for Collier County, Florida; and

WHEREAS, the District is authorized to plan, finance, construct, install, acquire and/or maintain improvements, facilities and services in conjunction with the development of the lands within the District; and

WHEREAS, pursuant to Sections 190.033 and 287.055, *Florida Statutes*, the District solicited proposals from qualified firms to provide professional engineering services on a project-specific basis for the limited purpose of assessing certain damage to the District’s stormwater management system and designing any necessary repairs, including, but not limited to, repairs necessary to restore shorelines (the “**Scope of Work**”); and

WHEREAS, Engineer submitted a proposal to serve in this capacity; and

WHEREAS, the District’s Board of Supervisors (the “**Board**”) ranked Engineer as the most qualified firm to provide professional engineering services for the District and authorized the negotiation of a contract pursuant to Section 287.055, *Florida Statutes*; and

WHEREAS, the District intends to employ Engineer to perform engineering services including but not limited to assessing certain damage to the District’ s stormwater management system and designing any necessary repairs, including, but not limited to, repairs necessary to restore shorelines, among other related services, as set forth in more detail herein; and

WHEREAS, the Engineer shall serve as District’s professional representative in each service or project to which this Agreement applies and will give consultation and advice to the District during performance of these services.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the acts and deeds to be performed by the parties and the payments by the District to the Engineer of the sums of money herein specified, it is mutually covenanted and agreed as follows:

1. SCOPE OF SERVICES.

2. REPRESENTATIONS. The Engineer hereby represents to the District that:

- a. It has the experience and skill to perform the services required to be performed by this Agreement.
- b. It shall design to and comply with applicable federal, state, and local laws, and codes, including without limitation, professional registration and licensing requirements (both corporate and individual for all required basic disciplines) in effect during the term of this Agreement, and shall, if requested by District, provide certification of compliance with all registration and licensing requirements.
- c. It shall perform said services in accordance with generally accepted professional standards in the most expeditious and economical manner, and to the extent consistent with the best interests of District.
- d. It is adequately financed to meet any financial obligations it may be required to incur under this Agreement.

3. COMPENSATION. It is understood and agreed that the payment of compensation for services under this Agreement shall _____.

4. REIMBURSABLE EXPENSES. Reimbursable expenses consist of actual expenditures made by Engineer, its employees, or its consultants in the interest of the project for the incidental expenses as listed as follows:

- a. Expenses of transportation and living when traveling in connection with a project, for long distance phone calls and telegrams, and fees paid for securing approval of authorities having jurisdiction over the project. All expenditures shall be made in accordance with Chapter 112, *Florida Statutes*, and with the District's travel policy.
- b. Expense of reproduction, postage and handling of drawings and specifications.

5. TERM OF CONTRACT. It is understood and agreed that this Agreement is for engineering services. It is further understood and agreed that the term of this Agreement will be from the time of execution of this Agreement until terminated pursuant the terms herein.

6. SPECIAL SERVICES. When authorized in writing by the District, additional special consulting services may be utilized by Engineer and paid for on a cost basis.

7. BOOKS AND RECORDS. Engineer shall maintain comprehensive books and records relating to any services performed under this Agreement, which shall be retained by Engineer for a period of at least four (4) years from and after completion of any services hereunder. The District, or its authorized representative, shall have the right to audit such books and records at all reasonable times upon prior notice to Engineer.

8. OWNERSHIP OF DOCUMENTS.

- a. All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Engineer pursuant to this Agreement (“**Work Product**”) shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.
- b. The Engineer shall deliver all Work Product to the District upon completion thereof unless it is necessary for Engineer in the District’s sole discretion, to retain possession for a longer period of time. Upon early termination of Engineer’s services hereunder, Engineer shall deliver all such Work Product whether complete or not. The District shall have all rights to use any and all Work Product. Engineer shall retain copies of the Work Product for its permanent records, provided the Work Product is not used without the District’s prior express written consent. Engineer agrees not to recreate any Work Product contemplated by this Agreement, or portions thereof, which if constructed or otherwise materialized, would be reasonably identifiable with the project. If said work product is used by the District for any purpose other than that purpose which is intended by this Agreement, the District shall indemnify Engineer from any and all claims and liabilities which may result from such re-use, in the event Engineer does not consent to such use.
- c. The District exclusively retains all manufacturing rights to all materials or designs developed under this Agreement. To the extent the services performed under this Agreement produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for the District as the author, creator, or inventor thereof upon creation, and the District shall have all rights therein including, without limitation, the right of reproduction, with respect to such work. Engineer hereby assigns to the District any and all rights Engineer may have including, without limitation, the copyright, with respect to such work. The Engineer acknowledges that the District is the motivating factor for, and for the purpose of copyright or patent, has the right to direct and supervise the preparation of such copyrightable or patentable materials or designs.

9. ACCOUNTING RECORDS. Records of Engineer pertaining to the services provided hereunder shall be kept on a basis of generally accepted accounting principles and shall be available to the District or its authorized representative for observation or audit at mutually agreeable times.

10. REUSE OF DOCUMENTS. All documents including drawings and specifications furnished by Engineer pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by District or others on extensions of the work for which they were provided or on any other project. Any reuse without specific written consent by Engineer will be at the District's sole risk and without liability or legal exposure to Engineer. All documents including drawings, plans and specifications furnished by Engineer to District are subject to reuse in accordance with Section 287.055(10), *Florida Statutes*.

11. COST ESTIMATES. Since Engineer has no control over the cost of labor, materials or equipment or over a contractor's methods of determining prices, or over competitive bidding or market conditions, his opinions of probable cost provided as a service hereunder are to be made on the basis of his experience and qualifications and represent his best judgment as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposals, bids, or the construction costs will not vary from opinions of probable cost prepared by him. If the District wishes greater assurance as to the construction costs, it shall employ an independent cost estimator at its own expense. Services to modify approved documents to bring the construction cost within any limitation established by the District will be considered additional services and justify additional fees.

12. INSURANCE. Engineer shall, at its own expense, maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the following:

Workers' Compensation	Statutory
General Liability	
Bodily Injury (including Contractual)	\$1,000,000/\$2,000,000
Property Damage (including Contractual)	\$1,000,000/\$2,000,000
Automobile Liability	Combined Single Limit \$1,000,000
Bodily Injury / Property Damage	
Professional Liability for Errors and Omissions	\$2,000,000

If any such policy of insurance is a "claims made" policy, and not an "occurrence" policy, the Engineer shall, without interruption, and at the District's option, maintain the insurance for at least three years after completion of the work conducted pursuant to this Agreement.

The District, its officers, supervisors, agents, staff, and representatives shall be named as additional insured parties, except with respect to the Worker's Compensation Insurance and the Professional Liability for Errors and Omissions Insurance both for which only proof of insurance

shall be provided. The Engineer shall furnish the District with the Certificate of Insurance evidencing compliance with the requirements of this Section. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective without written notice to the District per the terms of the applicable policy. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the state of Florida.

If the Engineer fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Engineer shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

13. CONTINGENT FEE. The Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

14. AUDIT. The Engineer agrees that the District or any of its duly authorized representatives shall, until the expiration of three years after expenditure of funds under this Agreement, have access to and the right to examine any books, documents, papers, and records of the Engineer involving transactions related to the Agreement. The Engineer agrees that payment made under the Agreement shall be subject to reduction for amounts charged thereto that are found on the basis of audit examination not to constitute allowable costs. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of all work under the Agreement.

15. INDEMNIFICATION. Engineer agrees to indemnify and hold the District and the District's officers and employees wholly harmless from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, which may come against the District and the District's officers and employees, to the extent caused wholly or in part by negligent, reckless, or intentionally wrongful acts, omissions, or defaults by Engineer or persons employed or utilized by Engineer the course of any work done in connection with any of the matters set out in these specifications. To the extent a limitation on liability is required by Section 725.06 of the *Florida Statutes* or other applicable law, liability under this section shall in no event exceed the sum of Two Million Dollars and Engineer shall carry, at his own expense, insurance in a company satisfactory to District to cover the aforementioned liability. Engineer agrees such limitation bears a reasonable commercial relationship to the contract and was part of the project specifications or bid documents.

16. INDIVIDUAL LIABILITY. UNDER THIS AGREEMENT, AND SUBJECT TO THE REQUIREMENTS OF SECTION 558.0035, FLORIDA STATUTES, WHICH

REQUIREMENTS ARE EXPRESSLY INCORPORATED HEREIN, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

17. SOVEREIGN IMMUNITY. The Engineer agrees and covenants that nothing in this Agreement shall constitute or be construed as a waiver of District's limitations on liability pursuant to Section 768.28, *Florida Statutes*, or any other statute or law.

18. PUBLIC RECORDS. The Engineer agrees and understands that Chapter 119, *Florida Statutes*, may be applicable to documents prepared in connection with work provided to the District and agrees to cooperate with public record requests made thereunder. In connection with this Agreement, Engineer agrees to comply with all provisions of Florida's public records laws, including but not limited to Section 119.0701, *Florida Statutes*, the terms of which are incorporated herein. Among other requirements, Engineer must:

- a. Keep and maintain public records required by the District to perform the service.
- b. Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes* or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Engineer does not transfer the records to the District.
- d. Upon completion of this Agreement, transfer, at no cost, to the District all public records in possession of the Engineer or keep and maintain public records required by the District to perform the service. If the Engineer transfers all public records to the District upon completion of this Agreement, the Engineer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Engineer keeps and maintains public records upon completion of the Agreement, the Engineer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

IF THE ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, KATHELLEN DAILEY, SPECIAL DISTRICT SERVICES, INC., 27499 RIVERVIEW CENTER BLVD., #253, BONITA SPRINGS, FLORIDA 34134, (239) 444-5790, KDAILEY@SDSINC.ORG.

19. EMPLOYMENT VERIFICATION. The Engineer agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of this Agreement.

20. CONFLICTS OF INTEREST. The Engineer shall bear the responsibility for acting in the District's best interests, shall avoid any conflicts of interest and shall abide by all applicable ethical canons and professional standards relating to conflicts of interest.

21. SUBCONTRACTORS. The Engineer may subcontract portions of the services, subject to the terms of this Agreement and subject to the prior written consent of the District, which may be withheld for any or no reason. Without in any way limiting any terms and conditions set forth in this Agreement, all subcontractors of Engineer shall be deemed to have made all of the representations and warranties of Engineer set forth herein and shall be subject to any and all obligations of Engineer hereunder. Prior to any subcontractor providing any services, Engineer shall obtain from each subcontractor its written consent to and acknowledgment of the terms of this Agreement. Engineer shall be responsible for all acts or omissions of any subcontractors.

22. INDEPENDENT CONTRACTOR. The District and the Engineer agree and acknowledge that the Engineer shall serve as an independent contractor of the District. Neither the Engineer nor employees of the Engineer, if any, are employees of the District under the meaning or application of any federal or state unemployment, insurance laws, or any other potentially applicable laws. The Engineer agrees to assume all liabilities or obligations by any one or more of such laws with respect to employees of the Engineer, if any, in the performance of this Agreement. The Engineer shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Engineer shall have no authority to represent as agent, employee, or in any other capacity the District unless set forth differently herein or authorized by vote of the Board.

23. ASSIGNMENT. Neither the District nor the Engineer shall assign, sublet, or transfer any rights under or interest in this Agreement without the express written consent of the other. Nothing in this paragraph shall prevent the Engineer from employing such independent professional associates and consultants as Engineer deems appropriate, pursuant to the terms of this Agreement.

24. THIRD PARTIES. Nothing in the Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by operation of law.

25. CONTROLLING LAW. The Engineer and the District agree that this Agreement shall be controlled and governed by the laws of the State of Florida. Venue for any action arising under this Agreement shall be in the State Courts located in Collier County, Florida.

26. TERMINATION. The District may terminate this Agreement for cause immediately upon notice to Engineer. The District or the Engineer may terminate this Agreement without cause upon thirty (30) days written notice. At such time as the Engineer receives notification of the intent of the District to terminate the contract, the Engineer shall not perform any further services unless directed to do so in writing by the District. In the event of any termination or breach of any kind, the Engineer shall not be entitled to consequential damages of any kind (including but not limited to lost profits), but instead the Engineer's sole remedy will be to recover payment for services rendered to the date of the notice of termination, subject to any offsets.

27. RECOVERY OF COSTS AND FEES. In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorneys' fees at all judicial levels.

28. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto and formally approved by the Board.

29. AGREEMENT. This Agreement reflects the negotiated agreement of the parties, each represented by competent legal counsel. Accordingly, this Agreement shall be construed as if both parties jointly prepared it, and no presumption against one party or the other shall govern the interpretation or construction of any of the provisions of this Agreement.

30. NOTICES. All notices, requests, consents and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or telecopied to the parties, as follows:

A. If to Engineer: Turrell Hall & Associates, Inc.
3584 Exchange Avenue
Naples, Florida 34104
Attn: _____

B. If to District: Quarry Community Development District
27499 Riverview Center Blvd., #253
Bonita Springs, Florida 34134
Attn: District Manager

With a copy to: Hopping Green & Sams, P.A.
119 S. Monroe Street, Suite 300
Tallahassee, Florida 32314
Attn: District Counsel

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any

time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Engineer may deliver Notice on behalf of the District and the Engineer. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) day's written notice to the parties and addressees set forth herein.

31. RECOVERY OF COSTS AND FEES. In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorneys' fees.

32. ACCEPTANCE. Acceptance of this Agreement is indicated by the signature of the authorized representative of the District and the Engineer in the spaces provided below.

[CONTINUED ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused these present to be executed the day and year first above written.

QUACDD COMMUNITY DEVELOPMENT DISTRICT

Secretary

Chairman, Board of Supervisors

TURRELL HALL & ASSOCIATES, INC.

Witness

By: _____
Its: _____



TURRELL, HALL & ASSOCIATES, INC.

MARINE & ENVIRONMENTAL CONSULTING

3584 Exchange Avenue • Naples, Florida 34104-3732 • 239-643-0166 • Fax (239) 634-6632 • tuna@turrell-associates.com

Proposal

January 8, 2018

Quarry CDD
C/O Kathleen Dailey, SWFL District Manager
Special District Services, Inc.
27499 Riverview Center Blvd., #253
Bonita Springs, FL 34134

**RE: Quarry CDD
Hurricane Irma Shoreline Restoration**

Dear Ms. Dailey,

Please find below the proposal from Turrell, Hall & Associates, Inc. and our team to assist you in restoring the shoreline damaged at the Quarry during Hurricane Irma. We have seen shoreline restoration projects cost between \$125/LF to \$375/LF depending on the rock size, density and availability. For this project we recommend a construction budget of \$175/LF with a 20% contingency, this equates to \$1,575,000.00 (\$1,890,000.00 w/ contingency) for Stone Lake and \$376,250.00 (\$451,500 w/ contingency) for Boulder Lake. These budget estimates exclude engineering and construction management, for a detailed scope of work and fees please find our scope of work outlined per the RFQ and subsequent conversations with yourself and CDD Board Members below:

Scope of Work

1. Lake Use Analysis – We will analyze the speed zones prior to Hurricane Irma and determine appropriate recreational areas for skiing and other activities not possible under the current No-Wake regulation in effect. If recreational areas can be restored, even on a limited bases, we will create exhibits along with our recommendation for consideration of the CDD and HOA.

\$4,250.00
2. Site Assessment and Recommendations – Preparation of a report documenting the post storm conditions of the shoreline, specifically identifying areas of failure caused by Hurricane Irma in the two main lakes controlled by the CDD (estimated at 11,150LF). This will include documenting the following for the entire lake bank controlled by the CDD per the enclosed exhibit:
 - a. Riprap failure locations
 - b. Upland stormwater swale failure locations
 - c. Assessment of the bathymetric conditions for the lake to ensure no subsurface damage has been done to the littoral areas or major modification to the slopes (bathymetric cross sections shall be on 100ft transects)
 - d. Review of the pre condition survey (survey available through the CDD) & conduct a post storm surveys of the lake banks to determine quantity of material lost

- e. Review previous plans for the shoreline stabilization prior to the Hurricane (plans available through the CDD)
- f. Recommendations on new riprap cross sections to restore the shoreline to the pre-storm conditions along with alternates for greater shoreline stabilization, with particular consideration given to wave analysis
- g. Develop a detailed scope of work for the engineering and bid documents for shoreline restoration for contractor solicitation

Stone Lake \$55,800.00
Boulder Lake \$13,950.00
Total \$69,750.00

Exclusions:

- I. Areas excluded from the Site Assessment & Recommendations are the southern shoreline along the existing beach, marina facilities (and associated shorelines) and the privately held shorelines within the canals connected to Stone and Boulder Lake. If any of these areas need to be assessed along with this report for the CDD or the HOA we will need to be notified prior to commencement of our field work and will be billed at the rates below:

Beach Area \$11,500.00
Private Shoreline / Lot (based on 80LF/lot) \$475.00

- II. The bathymetric surveys included in the pricing above are based on being able to use a single beam transducer integrated with a GPS. If the aquatic vegetation is too thick to use the equipment manual transects will have to be collected. If this condition happens the CDD will be immediately notified for approval of this alternative means and methods prior to moving forwards with the additional costs below:

Stone Lake \$16,750.00
Boulder Lake \$5,250.00
Total \$22,000.00

- 3. Engineering and Bid Documents - Using the data generated in the report and recommendations the Engineer shall develop a set of engineering and executable bid or proposal documents to be solicited to qualified contractors. Engineer shall provide all bid documents and the CDD shall provide additional details required for contracts by the CDD. Once bids are received the Engineer shall provide contractor recommendations to the CDD for consideration. Engineer will be responsible for any pre-bid/proposal meetings, RFI responses and the issuance of any addendums needed during the bidding/proposal process. This item shall include all services needed to assist the CDD in executing a Contract. This item is typically between 3-6% of the construction budget and the budget provided is only an estimate based on the construction estimate budget provided. Once the detailed scope of work is established this fee may need to be adjusted to account for any changes to the quantity of work. Any changes to the pricing provided shall be agreed upon before commencement of the Engineering and Bid Documents.

Stone Lake Estimated at \$50,800.00
Boulder Lake Estimated at \$12,700.00
Total Estimated at \$63,500.00

4. Construction Oversight - After a Contract has been awarded for the restoration work the Engineer shall monitor the Contractor's progress and ensure adherence to all design and permit conditions. This includes responding to any RFIs generated by the Contractor, reviewing pay applications, change order requests, etc. as needed to facilitate the completion of the restoration work. This item is typically between 5-10% and varies based the amount of Oversight required. A range has been established based on the construction estimate budget provided. Once a final scope of work has been developed, funding source requirements are known and a contractor has been selected an updated fee estimate for Construction Oversight shall be agreed upon prior to construction commencement.

T&M Stone Lake Estimated at	\$90,000.00-181,000.00
<u>T&M Boulder Lake Estimated at</u>	<u>\$23,000.00-46,000.00</u>
T&M Total Estimated at	\$113,000.00-227,000.00

5. FEMA Coordination - During this process the CDD may require assistance from the Engineer in dealing with FEMA by providing specialized reports, assistance with meetings, presentations etc. This work will be on an as needed basis.

Billed at T & M

6. Meetings - During the course of this project the Engineer will be required to attend public meetings at the Community (including but not limited to CDD meetings). This work will be on an as needed basis.

Billed at T&M

Any work requested outside of the project scope will be billed on a Time and Materials (T&M) basis in accordance to the attached fee schedule. None of the pricing included within this proposal shall be exceeded without the approval of a duly executed change order.

If you accept this proposal with all of the above services, please sign and date this page, initial the exhibits enclosed, execute the CDD's Form of Agreement and return a copy to me at my office along with a retainer fee of \$20,000.00.

Regards,



Joshua Maxwell
P.E. / Chief Engineer
Turrell, Hall & Associates, Inc.

Signature

Date

Enclosures: Fee Sheet
Shoreline Exhibit

CC: Ronald Rex, CDD Board Member
Wes Haber, CDD Legal Council

Turrell, Hall & Associates, Inc. (Including Sub-Consultants)

FEE SCHEDULE

Principal / Professional Engineer	\$225.00 / hr.
Senior Staff Engineer	\$150.00 / hr.
Staff Engineer	\$ 95.00 / hr.
Project Manager	\$150.00 / hr.
Senior Biologist/Ecologist	\$175.00 / hr.
Staff Biologist I	\$125.00 / hr.
Staff Biologist II/ Staff Ecologist	\$ 95.00 / hr.
Marine Consultant	\$150.00 / hr.
Marine Biologist	\$125.00 / hr.
Operations Manager	\$125.00 / hr.
Staff Marine Biologist	\$ 85.00 / hr.
Marine Construction Manager	\$150.00 / hr.
Senior AutoCAD Technician/GIS	\$ 85.00 / hr.
AutoCAD Technician II	\$ 75.00 / hr.
Research Coordinator	\$ 75.00 / hr.
Technical Coordinator	\$ 65.00 / hr.
Field Tech	\$ 65.00 / hr.
Administrative Assistant	\$ 65.00 / hr.
Expert Witness / Engineer	\$325.00 / hr.
Expert Witness / Biologist	\$325.00 / hr.
Aircraft	\$285.00 / hr.
Boat	\$45.00 / hr.
Gheenoe	\$20.00 / hr.
4-Wheeler	\$20.00 / hr.
Mileage	\$0.56 /mile
Hypack	\$45.00/ hr.
2-Person Topo Survey	\$150.00 / hr.
3-Person Topo Survey	\$195.00 / hr.
1-Person GPS Survey	\$150.00 / hr.
2-Person GPS Survey	\$195.00 / hr.
2-Person Hydro Survey	\$250.00 / hr.
Survey & Computer & CAD Tech	\$85.00 / hr.
Professional Surveyor & Mapper	\$175.00 / hr.

<u>Description</u>	<u>Unit Price</u>
8 1/2 X 11 Color Copies	<10 = \$0.80; ≥ 10 = \$0.60; ≥100 = \$0.50
8 1/2 X 14 Color Copies	<10 = \$1.25; ≥ 10 = \$1.00; ≥100 = \$0.90
11 x 17 Color Copies	<10 = \$1.60; ≥ 10 = \$1.40; ≥100 = \$1.20
24 X 36 Plot	<10 = \$2.00; ≥ 10 = \$1.00
24 X 36 Aerial Plot	\$25 each
24 X 36 Photo Paper Plot	\$40 each

Other Items as billed by our Vendors:

Conference Calling
Postage
Courier Service
Overnight Deliveries

Rev. 01/08/18

Legend



3000 ft

Quarry CDD

Irma Hurricane Report Scope of Work



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**DISCUSSION REGARDING FINANCING
FOR LAKE SHORE EROSION**

**TO BE DISTRIBUTED
UNDER SEPARATE COVER**

DATE: 1-4-18

TO: Kathleen Dailey, Special District Services, Inc.
Quarry CDD Board of Supervisors

RE: Shoreline Repair Project Updates and Communications

As many Quarry homeowners have now returned for the “season”, some for the first time since Hurricane Irma, they are asking many questions of the Quarry Community Association (QCA) Board Members regarding the status of the shoreline repair. Many of the questions asked include; when will the project start, how much is it going to cost, how will the project be financed, FEMA reimbursement, etc. Some homeowners have attended the recent CDD Meetings but many of them expect more frequent communications from the CDD Board during the interim period between meetings concerning the damage to the shorelines of Stone and Boulder Lakes. The Quarry Recreational Lakes provide significant property value to all Quarry homeowners and many are concerned with the financial impact it will have on our property values as a result of the damaged shoreline.

Many homeowner communities that we are familiar with provide periodic status updates to the homeowners when extensive projects are planned and/or underway. The QCA Board is not in a position to respond to the concerns and questions of homeowners concerning the shoreline repairs as we know nothing more about the project than what is communicated at your monthly CDD Board Meetings or on the CDD website. Given the interest by our homeowners, we have been advising homeowners of upcoming CDD Meetings and, as well, offered the Beach Club for your meetings as the Golf Lodge Boardroom was insufficient to hold the surge in attendees at the CDD Meetings.

It is unfortunate that many homeowners did not understand the CDD Structure, who is on the Quarry CDD Board, the provisions of Chapter 190 of the FL statutes governing CDD operations, the role of Special District Services, the location of your website, the Maintenance Agreement, the role of your engineering consultant, etc., until after the hurricane. Our homeowners are now VERY interested in understanding what is going on concerning the repair and they are requesting more frequent communications. Even if there is little to report between meetings, ongoing updates will at least alleviate concerns among many homeowners that nothing is happening. At the very least, the homeowners would appreciate a timeline of activities, even if it is just an estimate at this time.

Please advise us as to whether you intend to provide communications/updates to Quarry Homeowners concerning the Shoreline Repair Project outside of the monthly CDD meetings. If not, the QCA Board will be compelled to send out a communication to our homeowners and advise them to address their questions and concerns to Kathleen Dailey (as indicated on your website) and to the CDD Board of Supervisors.

We are hopeful that you will agree that there is merit in providing continuous communication to the entire community and address the growing concern among many homeowners. We would like to provide a brief status of your shoreline repair project at our QCA Board meetings. We also encourage a member of the CDD Board to be present at QCA Board Meetings with the homeowners so that you can hear first-hand the questions as well as respond on the spot to avoid any confusion.

Sincerely,

QCA Board
Cheryl Ollila
Joe Boudreau
Jackie Cahill
Chip Harrington
Jerry Solomon