

**SPECIFIC AUTHORIZATION NO. 5**

**CITY OF FORT PIERCE CANAL NO. 9 (EDWARDS ROAD CANAL)  
PROFESSIONAL SERVICES**

**SCOPE OF SERVICES**

Pursuant to the provisions contained in the “RFQ No. 2013-005 – Engineering Services” between The City of Fort Pierce (hereinafter referred to as “CITY”) and Kimley-Horn and Associates, Inc. (hereinafter referred to as “ENGINEER”), CITY authorizes the ENGINEER to provide services in accordance with the terms and conditions set forth in RFQ 2013-005.

The CITY desires additional services related to the proposed Canal No. 9 stabilization, hereinafter referred to as the “Project”.

This Project is a USDA NRCS funded project.

**Section 1 - Scope of Work and Schedule of Services**

ENGINEER will provide the following services in accordance with this AUTHORIZATION:

Professional consultant services are required for the preparation of engineering plans and specification package to support the design, permitting, and bidding of improvements to 325 LF of Canal No. 9 as situated between 1029 Trinidad Avenue and 1035 Trinidad Avenue. The engineer will prepare the plans along with the specification package to meet the requirements of the City of Fort Pierce and the USDA NRCS. The proposed improvements and scope of services are more particularly described in Exhibit “A”, attached hereto and incorporated by reference herein.

**Section 2 - Deliverables**

ENGINEER shall provide the following deliverables to the CITY as listed below and as described in Exhibit “A”, attached hereto and incorporated by reference herein:

60% Design Drawings	4 Weeks from NTP
90% Design Drawings	6 Weeks from NTP
100% Design Drawings	8 Weeks from NTP

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**Section 3 - Method and Amount of Compensation**

CITY will compensate ENGINEER for services under this AUTHORIZATION in accordance with the payment method as set forth in the attached Exhibit "B", attached hereto and incorporated by reference herein.

The budget (or fee) for the services is not to exceed \$20,865.00

**Section 4 - CITY's Responsibilities**

CITY hereby designates City Engineer or designee as CITY's representative.

**Section 5 - Other Provisions**

All applicable portions of the RFQ 2013-005 not specifically modified herein shall remain in full force and effect and are incorporated by reference herein.

**Section 6 – Public Records**

City strictly adheres to all statutes, court decisions and the opinions of the Florida Attorney General with respect to disclosure of public information under Chapter 119, Florida Statutes. In accordance with Chapter 119, Florida Statutes, Contractor shall comply with all public records laws, specifically to:

- a. Keep and maintain public records required by City to perform the service.
- b. Upon request from City's custodian of public records, provide City 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 contract if Contractor does not transfer the records to City.
- d. Upon completion of the contract, transfer, at no cost, to City all public records in possession of Contractor or keep and maintain public records required by City to perform the service. If Contractor transfers all public records to City upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or

confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City, upon request from City's custodian of public records, in a format that is compatible with the information technology systems of City.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS THROUGH THE CITY CLERK AT 772-467-3065, lcox@city-ftpierce.com, 100 North U.S. 1, Fort Pierce, FL 34950.**

IN WITNESS WHEREOF, this AUTHORIZATION has been fully executed on behalf of the ENGINEER by its duly authorized officer, and the CITY has the same to be duly executed in its name and in its behalf, effective as of the date herein above written.

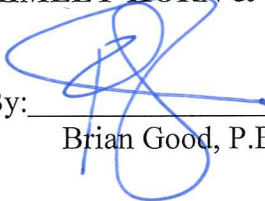
**CITY OF FORT PIERCE, FLORIDA:**

By: \_\_\_\_\_  
Linda Hudson, Mayor

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Linda Cox, City Clerk

**KIMLEY-HORN & ASSOCIATES, INC.**

By:  \_\_\_\_\_  
Brian Good, P.E., Senior Vice President

Date: 10/18/18

**APPROVED AS TO FORM & CORRECTNESS:**

By:  \_\_\_\_\_  
Ben Bryan, Jr., City Attorney

Date: 9/20/18

**EXHIBIT "A"**  
**DETAILED DESCRIPTION OF THE PROJECT**  
**AND**  
**ENGINEER SCOPE OF SERVICES**

**CITY OF FORT PIERCE EDWARDS ROAD CANAL STABILIZATION PROJECT**

**PROJECT DESCRIPTION:**

The CITY desires to develop final construction documents to support canal stabilization improvements along the Edwards Road canal. The canal stabilization shall extend the full width of the following parcels:

- 1035 Trinidad Avenue – 100-foot canal frontage
- 1033 Trinidad Avenue – 75-foot canal frontage
- 1031 Trinidad Avenue - 75-foot canal frontage
- 1029 Trinidad Avenue - 75-foot canal frontage

The CITY desires to utilize an articulated concrete revetment mat system to stabilize the canal bank. The canal bank stabilization will need to consider future canal bank stabilization improvements beyond this initial project and the revetment mat system shall consider the ability for revegetation due to proximity to residential properties.

## **DESCRIPTION OF TASK DELIVERABLES:**

The ENGINEER agrees to perform professional roadway design and related services in connection with the project as required and set forth in the following:

### A. General:

1. The ENGINEER will endeavor not to duplicate any previous work done on the project. After issuance of written authorization to proceed, the ENGINEER shall consult with the CITY to clarify and define the requirements for the project and review available data.
2. The ENGINEER will attend conferences with the CITY and its representatives upon reasonable request.
3. In order to accomplish the work described under this Task Order in the time frames and conditions set forth, the ENGINEER will observe the following requirements:
  - a. The ENGINEER will complete his work on the project within the time allowed by maintaining an adequate staff of registered engineers, draftsmen, and other employees on the work.
  - b. The ENGINEER will design the project in such a manner as to be in reasonable conformance with applicable federal, state and local laws, and shall comply with the Florida Department of Transportation (FDOT) Plans Preparation Manual Design Criteria, latest edition.
  - c. The ENGINEER will prepare all necessary sketches and completed application forms to accompany the CITY's applications for required federal, state, or local permits.
  - d. The ENGINEER will cooperate with the CITY in order that all phases of the work may be properly scheduled and coordinated.
  - e. The ENGINEER will send a complete preliminary set of construction plans to any city, county, state, regional or federal regulatory agency from which a permit or other approval is required prior to final approval of the design by the City Engineer, and will coordinate the project design with all applicable agencies.
4. Compensation to the ENGINEER for basic services shall be in accordance with Section IV – Compensation, of this Agreement, as mutually agreed upon by the

ENGINEER and CITY.

B. Topographic Design Survey:

A topographic survey of the area will be prepared within the right-of-way occupied by the Edwards Road northern canal bank within the parcel limits previously identified extending 50-feet beyond the terminal parcels. Canal cross-sections will be taken at 100-foot intervals and will include elevations extending to the right-of-way limits. Collected elevations will include top of bank, toe of slope and centerline. Elevations will be referenced to the North American Vertical Datum of 1988 (NAVD 88). Right-of-way lines will be delineated within the survey.

This task will consist of the preparation of a digital base map topographic survey in accordance with the Florida Minimum Technical Standards set forth by the Florida Board of Professional Surveyors in Chapter 61G17-6 Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

C. Analysis and Plans:

The construction plan set shall consist of the following:

	60%	90%	100%
Cover Sheet	S	S	F
Summary of Pay Items	P	S	F
Typical Sections	S	S	F
Summary of Quantities & General Notes	S	S	F
Plan and Profile Sheets (40 scale)	S	S	F
Special Details	P	S	F
Construction Cost Estimate and Quantities	S	S	F

Notes: (P)-Preliminary, (S)-Substantially Complete, (F)-Final

General Construction Plan Requirements:

- Plans shall be prepared on 11" x 17" sheets.
- Each phase submittal shall include a minimum of three (3) sets of 11" x 17" drawings and one (1) set of disk(s) with drawings in PDF format.
- Plan and Profile sheets shall depict existing right-of-way, proposed right-of-way, section lines, property lines, temporary construction easements, and centerline of construction. Horizontal control points with state plane coordinates for all PC's, PT's, curve radius, curve length and horizontal

PI's shall be included on the Plan or summarized in an alignment table.

- Match lines shall not be located within the limits of an intersection.
- Soil boring information shall be plotted on cross sections with soil classification and high season water table.
- All quantities shall reference FDOT Pay Item Numbers.
- All details shall reference applicable FDOT Index Numbers.
- All specifications shall reference to FDOT Specifications for Road and Bridge Construction. Any deviations are special specifications not included in FDOT Specifications are required in the Technical Specifications.

The plans will be prepared based upon English units. Design will be conducted in MicroStation and Geopak and required deliverables shall be provided in PDF format.

The following items are not included:

- Franchise Utility Relocation Plans

**D. Franchise Utility Coordination:**

The ENGINEER will coordinate with franchise utility providers operating within the project limits to identify existing facilities and identify facilities that may be impacted by the proposed improvements. The ENGINEER is not responsible for developing franchise utility relocation plans, if necessary.

**TIME OF PERFORMANCE:**

Upon authorization to proceed by the CITY, final design documents are expected to take approximately eight (8) weeks from the Notice to Proceed (NTP).

60% Design Drawings	4 weeks following NTP
90% Design Drawings	6 weeks following NTP
100% Design Drawings	8 weeks following NTP

All work will be completed no later than December 31, 2018.

**EXHIBIT "B"**

**COMPENSATION**

The CITY agrees to pay and the ENGINEER agrees to accept for services rendered pursuant to fees in accordance with the following:

- A. Professional Services Fee: The basic compensation mutually agreed upon by the ENGINEER and the CITY follows:

Lump Sum Tasks

<u>Task Description</u>	<u>Fee</u>
Topographic Design Survey	\$ 3,250
Analysis and Plans	\$ 14,815
Franchise Utility Coordination	\$ 2,800
<b><u>Grand Total</u></b>	<b><u>\$ 20,865</u></b>

Compensation will be computed at the hourly rates of

Project Manager	\$	165.00
Assistant Project Manager	\$	140.00
Senior Engineer	\$	125.00
Engineer	\$	105.00
Engineering Technician	\$	90.00
Draftsperson	\$	85.00
Registered Land Surveyor	\$	120.00
Survey Technician	\$	75.00
Survey Crew	\$	95.00
Secretary	\$	50.00

Summary

**Project Name**  
**Task Summary**

Edwards Road Canal Stabilization Project  
Manhours for project

Task	QA/QC Manager	Project Manager	Project Engineer	Enviro Prof.	Professional 1	Designer	Support Staff	Remarks
	\$165	\$165	\$140	\$115	\$105	\$90	\$50	
Design Analysis	2	16	10	0	4	4	4	
Roadway Plans	2	6	18	0	16	46	0	
Permitting	0	0	0	0	0	0	0	
Utility Coordination	0	2	4	0	8	0	4	
<b>Total Hours =</b>	4	24	32	0	28	50	8	
<b>Labor Fee =</b>	\$660	\$3,960	\$4,480	\$0	\$2,940	\$4,500	\$400	
<b>Total Labor Fee =</b>	\$16,940							
<b>Expenses (4%) =</b>	\$678							
<b>Roadway Fee =</b>	\$17,618							
<b>Design Topo Fee =</b>	\$3,250							
<b>Total Fee =</b>	\$20,868							

Design Analysis

Activity: Design Analysis

Task	QA/QC Manager	Project Manager	Project Engineer	Enviro Prof.	Analyst	Technician	Clerical	Remarks
Contract File		2					2	
Project Coordination	City	10	4			4	2	Two review submittals/ meetings
Cost Estimating		2	6		4			
Project Specifications								
QC/QA	2							
Project Management		2						
<b>Subtotal</b>	<b>2</b>	<b>16</b>	<b>10</b>	<b>0</b>	<b>4</b>	<b>4</b>	<b>4</b>	

Rdvy Plans

Activity: Roadway Plans

Task	QA/QC Manager	Project Manager	Project Engineer	Enviro Prof.	Analyst	Technician	Clerical	Remarks
Cover Sheet			2			2		
Typical Section and Notes			4		4	8		
Summary of Quantities Sheet			2		6	6		
Plan/Profile Sheets <i>Edwards Rd Canal</i>		2	4		6	18		1 sheet at 30 hrs/sht
Miscellaneous Const. Details		2	6			12		1 sheet of details @ 20hrs/sht
QC/QA	2							
Project Management		2						
<b>Subtotal</b>	<b>2</b>	<b>6</b>	<b>18</b>	<b>0</b>	<b>16</b>	<b>46</b>	<b>0</b>	



Utilities

Activity: Utility Plans

Task	QA/QC Manager	Project Manager	Project Engineer	Enviro Prof.	Analyst	Technician	Clerical	Remarks
Ex. Utility Reveiw			4		8		4	Coordination w/ Util Co.'s - Request as-built data
QC/QA Project Management		2						
<b>Subtotal</b>	0	2	4	0	8	0	4	