



THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE *Florida*



TO: TRACY TELLE, ASSISTANT CITY ENGINEER

FROM: Peter Sweeney, City Attorney 

RE: Ohio Avenue Realignment Construction Engineering Inspection
(CEI) Services Culpepper & Terpening, Inc. – Specific
Authorization No. 4

CAO RLS File: No. 19-57

DATE: March 28, 2019

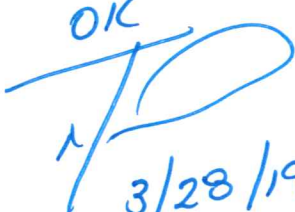
I have reviewed the Request for Legal Services related to the Ohio Avenue Realignment – CEI services with Culpepper & Terpening, Inc. (Specific Authorization No. 4). It is approved as to Form and Correctness and I have signed in the appropriate signature spaces.

If you have any further questions, please contact this office via phone or email.

Thank you.

PS/mm

cc: Nicholas C. Mimms, P.E., City Manager
John R. Andrews, P.E., City Engineer
Linda Cox, City Clerk

OK

3/28/19

RECEIVED
MAR 29 2019
CITY OF FORT PIERCE
ENGINEERING DEPARTMENT

Received
MAR 28 2019
City of Fort Pierce
City Manager's Office

**ADDITIONAL SERVICES
SPECIFIC AUTHORIZATION No. 4
REFERENCE RFQ No. 2013-005
(3/18/19)**

Pursuant to the provisions contained in the “Agreement for Professional Engineering Services” between The City of Ft. Pierce (hereinafter referred to as “CITY”) and Culpepper & Terpening, Inc. (hereinafter referred to as “ENGINEER”) and this Specific Authorization dated the __ day of ____ 2019, authorizes the ENGINEER to provide service as under the terms and conditions set forth herein and in the AGREEMENT, which is incorporated herein by reference as though set forth in full.

The CITY desires Construction Engineering (CEI) Services related to the construction improvements of the Ohio Avenue Roadway (US 1 to South 3rd Street), hereinafter referred to as the “Project”.

Section 1 – Scope of Work

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

Partial CEI Services as described in the attached Exhibit A.

Section 2 – Deliverables

ENGINEER will provide the following Deliverables to CITY:

Please refer to the attached Exhibit A.

Section 3 – Schedule of Services

Please refer to the attached Exhibit A.

Section 4 – Method and Amount of Compensation

4.1 CITY will compensate ENGINEER for services under this AUTHORIZATION in accordance with the payment methods as set forth in Section 6 of the AGREEMENT.

4.2 Please refer to Exhibit A for detailed information

Section 5 – CITY’s Responsibilities

CITY hereby designates City Engineer or designee as CITY’s representative pursuant to Section 5 of the AGREEMENT.

Section 6 – Other Provisions

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

**ADDITIONAL SERVICES
SPECIFIC AUTHORIZATION No. 4
REFERENCE RFQ No. 2013-005
(3/18/19)**

IN WITNESS WHEREOF, this AGREEMENT, consisting of 2 pages had been fully executed on behalf of 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.

THE CITY OF FORT PIERCE

By: _____
Linda Hudson

Title: Mayor

Date: _____

ENGINEER

By: Sherry T. Terpening
Sherry T. Terpening

Title: Chief Financial Officer

Date: 3.25.19

APPROVED AS TO FORM & CORRECTNESS:

Peter J. Sweeney
Peter J. Sweeney
City Attorney

Date: 3/28/19

EXHIBIT "A"

DATE: March 12, 2019

WORK AUTHORIZATION NO. _____

PROJECT: City of Ft. Pierce Ohio Avenue CEI Services

CONSULTANT: Culpepper & Terpening, Inc.

I. Project Description/Objectives:

Partial CEI Services provided to the City of Ft. Pierce for the Ohio Avenue Roadway Improvements project. The project location is defined by the plans prepared by Kimley-Horn, Inc. The scope of services is defined as follows:

II. Scope of Service:

Partial, part-time CEI Inspection Services, including Project Certification. Contract/Project Administration to be performed by the City. The part-time, partial services shall include the following:

- Construction Observation services (part-time) including: daily reports, field coordination, maintenance of traffic field reviews while on-site, quantity tracking for payment, attending progress meetings, photographic documentation, review of construction for compliance with plans and specifications, and other reasonable inspection related tasks. These tasks can only be performed to the extent that the representative is on-site.
- Project Engineer shall perform site visits and review inspection and certified/signed & sealed test information by others to allow project certification. Project Engineer will provide assistance with regard to materials acceptance within the FDOT ROW. MAC entry by others.

CEI Contract and Project Administration services are not included. The following services are not included: holding progress and other meetings, business coordination, submittal review & tracking, RFI tracking, field adjustments, resolution of design issues in the field, schedule reviews, weekly update reports, agency coordination, contractor coordination, correspondence, change order analysis, claims analysis, maintenance of traffic review by P.E., pay request recommendations, final estimates preparation, FDOT Monthly progress reports and all other tasks traditionally covered under contract or project administration.

III. Assumptions/Clarifications:

1. Any needed geotechnical and contaminated water & soils services including testing, protocols and consulting by others.
2. Formal signed & sealed as-built plans are to be performed by others or added to Consultant scope at a mutually agreed-to additional fee. The P.E will certify that the project is constructed in accordance to the

plans based on site visits and signed & sealed as-builts provided by others, or as-builts may be added to Consultant scope at a mutually agreed-to additional fee.

3. Inspection/monitoring of work by parties other than the project construction contractor are not included.
4. Testing - Only verification testing within FDOT ROW is included in proposal cost.

IV. Breakdown of Fees:

Services to be provided by this Consultant pursuant to this Work Authorization (WA) shall be provided in accordance with Section II above, and as follows.

Time & Expense estimated at \$86,414.00. See Attachment 1 for breakdown of the proposed fees:

V. Completion Date:

Work completion will depend on the Contractor's construction schedule. Estimated Contract costs are based on an estimated 180 calendar day construction duration, plus one week for start-up and close-out.

VI. Deliverables:

Deliverables shall include turnover to all project files including daily reports, photographs, and final project certification. Deliverables will be provided in electronic format.

EXHIBIT A - ATTACHMENT 1

CEI SERVICES FOR CITY OF FORT PIERCE OHIO AVENUE

CULPEPPER & TERPENING , INC.

3/12/2019

Estimate for services including part-time inspection, project certification and FDOT materials assistance. Contract/project administration is not included.

	Hrs./Week	Total Weeks	Total Hours	Rate/Hr	Total
Sr. Project Engineer/P.A. - Certification	2	26	52	\$ 175.00	\$ 9,100.00
Start-up/Close-out	4	1	4	\$ 175.00	\$ 700.00
FDOT Materials Assistance			40	\$ 175.00	\$ 7,000.00
Sr. Inspector - part-time	24	26	624	\$ 95.00	\$ 59,280.00
Start-up/Close-out	40	1	40	\$ 95.00	\$ 3,800.00
Administrative Support	1	26	26	\$ 55.00	\$ 1,430.00
Start-up/Close-out	3	1	3	\$ 55.00	\$ 165.00
Testing Budget (VT on FDOT ROW only)					\$ 4,939.00

Total = \$ 86,414.00

- Notes:
- Estimated Construction Duration of 180 calendar days
 - RCS payroll/EEO compliance monitoring services not included
 - Geotechnical and contaminated water and soils services not included
 - All testing other than VT on FDOT ROW to be by the City
 - Asphalt Testing not included based on tonnage

Initial: "JPT": ____ Client: ____