

SPECIFIC AUTHORIZATION NO. 7

AVENUE D ROADWAY RECONSTRUCTION (INDIAN RIVER DRIVE TO 29TH STREET)

PROFESSIONAL SERVICES

SCOPE OF SERVICES

Pursuant to the continuing agreement related to “RFQ No. 2019-027 – Engineering Services” (hereinafter referred to as “AGREEMENT” between the **City of Fort Pierce** (hereinafter referred to as “CITY”) and **Engineering Design and Construction, Inc.** (hereinafter referred to as “ENGINEER”) dated the 1st day of August 2020, CITY authorizes the ENGINEER to provide professional services as detailed herein.

The CITY desires professional services related to the Avenue D Roadway Reconstruction project, hereinafter referred to as the “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 and bidding of improvements to Avenue D between Indian River Drive and 29th Street. The proposed services and scope of work are more particularly described in Exhibit “A”, which is attached hereto and incorporated by reference herein.

Section 2 - Deliverables

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

| | |
|----------------------|-------------------|
| 60% Design Drawings | 16 Weeks from NTP |
| 100% Design Drawings | 20 Weeks from NTP |

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 Exhibit “A”, which is attached hereto and incorporated by reference herein.

The budget (or fee) for the services is not to exceed \$92,575.00

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PROFESSIONAL SERVICES

Section 4 - CITY's Responsibilities

CITY hereby designates the City Engineer or his designee as CITY's representative for matters related to this AUTHORIZATION.

Section 5 - 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.

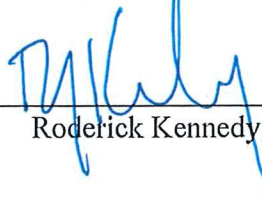
IN WITNESS WHEREOF, this AUTHORIZATION has been fully executed on behalf of the ENGINEER by its duly authorized officer, and the CITY has caused the same to be duly executed in its name and in its behalf, effective as of the date herein above written.

CITY OF FORT PIERCE, FLORIDA:

By: 
Linda Hudson, Mayor

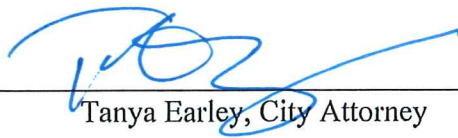
Date: 11/15/2021

ENGINEERING DESIGN & CONSTRUCTION, INC.

By: 
Roderick Kennedy, P.E., President

Date: 10-14-21

APPROVED AS TO FORM & CORRECTNESS:

By: 
Tanya Earley, City Attorney

Date: 10/25/2021

EXHIBIT "A"



October 12, 2021

City of Fort Pierce
Attn: Tracy Telle, Assistant City Manager
100 North US 1
Fort Pierce, FL 34950

via e-mail: ttelle@cityoffortpierce.com

Subject: Proposal for Professional Services associated with Civil Design Associated with a portion of Avenue D – Fort Pierce, FL

To Whom it May Concern:

We appreciate the opportunity to submit the following proposal for professional services regarding design services associated with approximately 1.85 mile +/- of Avenue D from 29 Street to Indian River Drive in Fort Pierce, FL.



This proposal includes design services associated with roadway improvements that includes paving, mill & overlay, grading, curbing, drainage, striping, signage and pedestrian connectivity for the entire alignment. The proposal also includes design services for landscaping, lighting, and irrigation for a limited portion between US-1 and Indian River Drive. Pursuant to your email dated September 22, 2021, the scope of service will include deliverables at the 60% and 100% design stage. Permitting of proposed improvements is not include as part of this proposal. Per coordination with the City, we understand this project scope WILL NOT include services for water, wastewater, and communication utility design (to be provided by FPUA). However, we will provide coordination with FPUA on relocating existing overhead electrical (poles) to underground between US-1 and Indian River Drive. It is assumed the as-built drawings provide by the City of Fort Pierce may be used for design of improvements between 25th Street and US-1. If you agree with the proposed tasks please sign and return to me as authorization to proceed. Thank you for the opportunity to serve as your civil engineering consultants.

Respectfully,
ENGINEERING DESIGN & CONSTRUCTION, INC.



Roderick Kennedy, P.E.
President

EXHIBIT "A"

SCOPE OF PROFESSIONAL SERVICES

For

AVENUE D (29TH STREET TO INDIAN RIVER DRIVE)

1. **TEAM / AGENCY MEETINGS AND SITE VISIT:** CONSULTANT will attend periodic development meetings with the CLIENT and team to discuss the schedule and progress of the work. As required, the CONSULTANT will coordinate with the CLIENT and other professionals to collect and submit required documents to the various agencies. The includes coordination with the Florida East Coast Railway (FEC) for work around the existing railroad tracks. The task includes coordination with FPUA for relocation of existing overhead electrical (poles) being converted to underground between US-1 and Indian River Dr. This task includes a field walkthrough by the CONSULTANT during the design phase to note existing features and design constrains for the proposed improvement.

Time & Expense: \$ 5,200.00

2. **CONSTRUCTION PLANS:** Based on the CLIENT-approved final roadway layout, the CONSULTANT will design and prepare construction plans and "short-form" specifications (included with the construction plans) for the paving, grading, drainage and erosion control for the proposed improvements to a 1.85 mile portion of Avenue D. The design will include the following:

Avenue D – U.S. Highway 1 to 29th Street (Original plans available for the existing R/W improvements between US 1 and 25th Street):

- a) Mill and resurface existing roadway 1-1/4"
- b) Thermoplastic striping (double yellow centerline, on-street parking re-striping, etc.)
- c) Removal of all brick paver crosswalks and the installation of new stamped asphalt crosswalks.

Avenue D – U.S. Highway 1 to Indian River Drive:

- a) Complete roadway reconstruction (design to include roadway reconstruction, curb & gutter, sidewalks, drainage, landscaping, irrigation, and street lighting). The street lighting shall be the City approved Sternberg light fixture and pole.
- b) Coordination with FPUA as the electric will be converted from overhead to underground and they will be designing a new layout for water and sewer upgrades.

The plans will meet the requirements of the CLIENT and relevant agencies, and will include the following: cover sheet, horizontal control, paving, grading, drainage, signage pavement markings, and associated details and short-form specifications. Construction plans will be submitted to the CLIENT upon 60% completion and 100% completion. All comments will be incorporated into the final set of documents.

Roadway Construction Plans Lump Sum: \$52,500.00
Landscape Plans US-1 to Indian River Dr Lump Sum: \$3,925.00
Irrigation Plans US-1 to Indian River Dr Lump Sum: \$2,150.00

EXHIBIT "A"

3. **DRAINAGE APPROVAL AND PIPE SIZING CALCULATIONS:** CONSULTANT will prepare drainage calculations and submit to the City of Fort Pierce Engineering Department for approval. The calculations will be prepared to meet the requirements of the State and Local guidelines. This task includes pipe sizing for the on-site drainage network between US-1 and Indian River Drive.

Lump Sum: \$ 3,250.00

4. **COST ESTIMATE:** CONSULTANT will prepare an Engineer's Estimate of Probable Cost for the construction of the civil aspects of the project. The estimate will be prepared as one complete document for the CLIENT's budgeting purposes and provided in a spreadsheet format. This estimate is also used for submittal to the City of Fort Pierce.

Lump Sum: \$ 2,850.00

5. **SPECIAL PURPOSE SURVEY (AVENUE D ROUTE TOPO):** CONSULTANT will prepare a Route Topographic Survey of the Avenue D ROW in Fort Pierce between 25th Street and 29th Street and between US-1 and Indian River Drive. The survey will be prepared under the supervision of a Professional Surveyor and Mapper licensed in the State of Florida, in accordance with the Standards of Practice for Surveying and Mapping in the State of Florida, as defined in Chapter 5J17-050 of the Florida Administrative Code. The survey will include:

1. The survey consists of a +/-1,450 Lf Route Survey;
2. Determinations of the right of way;
3. The survey will consist of ground shots at 100' cross sections;
4. Elevations are relative to the North American Vertical Datum of 1988 (NAVD 88);
5. Location size, top and invert elevations of existing on-site drainage structures that are apparent and can be readily measured;
6. Location and elevations of the existing ditches;
7. Location of existing above ground utilities and/or flagged by others;
8. Placement of four (4) benchmarks within the Project.
9. CONSULTANT will locate and mark underground utilities utilizing Electromagnetic and Ground Penetrating Radar. (4 hour minimum). Scope: Locate within the ROW of Avenue D in Fort Pierce between 25th Street and 29th Street and between US-1 and Indian River Drive. The locates also include 50' north and south and 20' east and west of the ROW line on Avenue D.

Lump Sum: \$ 15,450.00

6. **PREPARATION OF PHOTOMETRIC PLANS:** CONSULTANT will prepare photometric plans as required requested by the City of Fort Pierce of approximately 980 ft of Avenue D between US-1 and Indian River Drive in Fort Pierce. This scope includes power and photometric design for new Roadway Lighting, Pole boxes, and Fort Pierce Utilities Authority coordination (utilizing City of Fort Pierce Approved Fixtures). CONSULTANT will provide the following services as part of this task:

- (a) Coordinate with CLIENT to establish design criteria for site lighting photometrics.
- (b) Site Lighting Layout showing photometric light values, pole locations, and fixture types.
- (c) Coordinate and conform to applicable Building Codes and building departments.
- (d) Pole Boxes and electrical wiring / Circuitry design.
- (e) Responses to city review comments, if required.
- (f) Shipping / delivery of signed and sealed permit drawings.

EXHIBIT "A"

- (g) Railroad intersection lighting coordination.
- (h) FDOT review not included.

SITE LIGHTING CERTIFICATION, if required at end of project, is not included in the scope or fees quoted herein, and will be an additional fee of: \$850.00 (if required)

Lump Sum: \$ 2,600.00

7. **GEOTECHNICAL EXPLORATION:** Based on our experience with subsurface conditions in the general site vicinity and our understanding of the proposed improvements, we propose to perform the following exploration program:

- The proposed scope will be performed between US-1 and Indian River Drive (980 LF) only.
- Coordinate the location of underground utilities
- Coordinate MOT as needed to complete the field work.
- Perform six (6) asphalt cores at locations within the roadway travel lanes so as to determine the thicknesses of the various elements in the existing pavement sections (i.e. asphaltic concrete wearing surface, base course, and subgrade) to depths of about 2-3 feet below the asphalt surface. The cores will be performed using a 4-inch (I.D.) diamond-tipped core barrel.
- Complete a 5-7-ft deep hand auger boring within each pavement core.
- Backfill the boreholes and cored areas with accumulated soils cuttings and fill the core holes with asphaltic "cold-patch" material.
- Prepare a subsurface exploration report incorporating the data obtained during the field and laboratory programs, and provide recommendations relative to the proposed improvements.

Please note that no laboratory testing (proctor, Limerock Bearing Ratio, gradation, etc.) is proposed herein. As such, AACE will use visual observations and our experience to estimate the quality of the surficial base course/subgrade materials relative to their compliance with typical requirements for such materials. Further, no asphalt testing (e.g. extraction/gradation, binder content, etc.) is proposed herein. If such testing is desired, we would be pleased to prepare a supplemental proposal (or revise this proposal) to include this work.

Lump Sum: \$ 4,650.00

Total Contract: \$ 92,575.00

EXHIBIT "A"

SCOPE OF PROFESSIONAL SERVICES

For

AVENUE D (29TH STREET TO INDIAN RIVER DRIVE)

1. Not Included: The following bulleted items are not included in this proposal and must be provided by the CLIENT or agreed to under separate contract with the CONSULTANT.

- Application Fees or Permitting Services.
- Utility Design.
- Landscape and Irrigation Design.
- Street Lighting Design.
- Services During Construction or Project Certification.
- Construction bidding services.
- Utility Sketch & Descriptions.
- Construction staking and surveying services (Typically contracted through contractor).
- Only task shown is being provided.

2. Invoices: Billing shall be invoiced on the percentage complete of the lump sum elements or for services actually accomplished for hourly rate elements. Fees for professional services rendered are due and payable upon receipt of invoice. In the event the CLIENT has an objection to any portion of said invoice, the CLIENT must notify the CONSULTANT in writing within ten (10) business days of the date of the invoice. Such notice of objection shall be accompanied by payment of any undisputed portion of said invoice. If written objection is not received within ten (10) business days it shall constitute approval of invoice by the CLIENT. All money owed to CONSULTANT for services rendered is due and payable within thirty (30) days of CLIENT being submitted an invoice, regardless of whether Contractor has been paid by property owner. Payments not received within thirty (30) days of invoice issue will be subject to a 1½ % interest charge per month eighteen percent (18%) per annum compounding interest. Retainers are forfeited if project activity ceases for a period of 180 days.

3. Attorney's Fees and Costs / Dispute Resolution: CLIENT agrees to pay all reasonable attorney's fees and costs associated with CONSULTANT enforcing any provision of this Contract, including, but not limited to, payment for services rendered. Notwithstanding principles of conflicts of law of any jurisdiction to the contrary, all terms and provisions of this Agreement are to be construed and governed by the laws of the State of Florida without regard to the laws of any other jurisdiction wherein any party resides or performs any duties hereunder or where any violation of this Agreement occurred. Any claim arising out of collection activities for monies due under this Agreement shall be brought exclusively in the circuit or county courts of St. Lucie County and the parties hereby submit to personal jurisdiction in the State of Florida and to venue in St. Lucie County.

4. Contract Limits: This proposal is valid for a period of 60 days from the date of the CONSULTANT's signature. A CLIENT signed response received after the 60-day time period will be considered void. The CONSULTANT will re-submit the proposal with any necessary revisions for consideration by the CLIENT before any work begins. Work begins when the CONSULTANT receives a complete, original, signed agreement and any required retainer. The captions contained in this Agreement are for informational purposes only and are of no legal effect. They shall not be used to interpret or construe the provisions of this Agreement.

5. Documents: All original work shall be the property of the CONSULTANT. All documents furnished by the CONSULTANT are instruments of this service. Reproducible copies will be given to the CLIENT, at his request, if the CLIENT has satisfied all of its obligations under this Agreement. Any use or reuse of the original, or altered computer files by the CLIENT or others without written verification by CONSULTANT or other adaptation for the specific purpose intended will be at the CLIENT'S risk and full legal responsibility. Any verification of such adaptation by the CLIENT will entitle CONSULTANT to additional compensation at the current time and expense rate.

6. Limits of Liability: The CLIENT shall, to the fullest extent permitted by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, indemnify and hold CONSULTANT harmless from any and all claims, losses, damages, suits, liability, demands or costs arising out of or resulting there from. The CONSULTANT or his consultants, agents, representatives or employees shall not be liable to the CLIENT for indirect, special, reliance, incidental, consequential or exemplary, lost profits, other costs due to changing conditions, or for costs related to the failure of contractors to perform work in accordance with the plans and specifications, arising out of or concerning the performance of the services for this Agreement beyond the amount of fees paid for such services.

7. Cost Estimates: The CLIENT hereby acknowledges that the CONSULTANT cannot warrant that estimates of probable construction or operating costs provided by the CONSULTANT will not vary from actual costs incurred by the CLIENT.

8. Construction Services: Should Construction Administration Services be provided to the CLIENT by the CONSULTANT, it is understood that this service includes periodic observation of the contractor's work. The CONSULTANT does not, and shall not, act as a construction manager to direct and supervise the work being performed. Furthermore, the CONSULTANT shall not be held liable for specific construction errors or deficiencies not observed during any periodic observation of the contractor's work. In addition, the CONSULTANT will not be responsible for the Contractor's failure to perform the work in accordance with the contract documents. The CLIENT also agrees to indemnify and hold the CONSULTANT harmless for unsafe construction practices performed by the Contractor.

EXHIBIT "A"

9. Severability: If any provisions of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

10. Remedies Not Exclusive: All rights, duties and obligations of the parties are in addition to, and not substitution of, all rights, duties and obligations provided by applicable law. No remedy provided in this Agreement, or otherwise confirmed upon or available to the parties, will be considered exclusive of any other remedy, but will be cumulative and in addition to every other remedy provided in this Agreement, or presently or hereafter existing. No delay or omission to exercise any right or remedy will impair the same or be construed as a waiver.

11. Non-Waiver of Contractual Rights: The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of Agreement.

12. Termination: The obligation to provide further services under this agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. However, CONSULTANT may, after giving seven (7) days written notice to the CLIENT, suspend services under this agreement for non-payment of invoices. CONSULTANT shall be compensated for all services performed to the termination date together with expenses then due and all termination expenses.

13. Advice of Counsel: Each party acknowledges that it has reviewed carefully all provisions contained in this Agreement prior to its execution. Each party acknowledges further that they have had the opportunity to seek advice of an attorney of their choice. Each party agrees that they have executed this Agreement freely and voluntarily and believes this Agreement to be fair, just and reasonable.

~~**14. Advertising:** The CONSULTANT retains the right to post a Company sign on the subject property once planning and civil design commence. The sign will be no larger than 3' by 4' and include the CONSULTANT's name, Company description, and phone number. All costs to create and install the design will be solely incurred by the CONSULTANT. The sign will be located in a convenient unobtrusive location and will be removed once the project is complete.~~

15. Schedule of Hourly Charges:

| | |
|---|-----------|
| PRINCIPAL ENGINEER / PLANNER / ENVIRONMENTAL SCIENTIST / SURVEYOR | \$ 175.00 |
| SENIOR PROJECT MANAGER | \$ 160.00 |
| DRONE TECHNOLOGY | \$ 140.00 |
| SURVEY CREW | \$ 135.00 |
| PROJECT MANAGER (ENGINEERING, ENVIRONMENTAL, PLANNING, SURVEYOR) | \$ 135.00 |
| PROJECT ENGINEER / PLANNER / ENVIRONMENTAL SCIENTIST | \$ 110.00 |
| INSPECTOR / ENVIRONMENTAL FIELD/INTERIOR DESIGNER | \$ 90.00 |
| CADD TECH | \$ 85.00 |
| EXPERT WITNESS | \$ 300.00 |
| ADMINISTRATIVE STAFF / CLERICAL | \$ 45.00 |

~~**16. Reimbursable Expenses:** Please note, submitted invoices will also include five (5%) service charge to cover items including mileage, postage, copies, and other administrative costs. Other direct expenses including out of region travel expenses, out of office reproduction or photographic services, special mailing or delivery services, contract services authorized by the CLIENT, sub-consultant fees, permit fees authorized by the CLIENT, legal advertisements and notices, and special materials will be the responsibility of the CLIENT. A fifteen percent (15%) handling and administrative charge will be added to the above mentioned "other direct expenses".~~

IN WITNESS WHEREOF, the CLIENT and CONSULTANT have executed this Agreement the day and year indicated below. By execution of this Agreement, both the CLIENT and the CONSULTANT agree to the conditions reflected in the attached proposal including the Special Provisions.

As to **CONSULTANT**
Engineering Design & Construction, Inc.

As to **CLIENT**
City of Fort Pierce



Roderick Kennedy, P.E., President

Name/Title:

Dated: October 12, 2021

Dated: _____

Client Billing Name: _____

Client Billing Address: _____

Billing Email Address: _____