**SPECIFIC AUTHORIZATION NO. 1**
**SURFSIDE RESIDENTIAL PARK STREET DRAINAGE IMPROVEMENTS – PHASE II**
**PROFESSIONAL ENGINEERING SERVICES**

**RFQ No. 2025-022**

**SCOPE OF SERVICES**

Pursuant to the "Continuing Contract for RFQ No. 2025-022 – Professional Engineering Services" between the **City of Fort Pierce** (hereinafter referred to as "CITY") and **Kimley-Horn and Associates, Inc.** (hereinafter referred to as "ENGINEER") dated the 3rd day of November 2025, (hereinafter collectively referred to as the "AGREEMENT"), CITY authorizes the ENGINEER to provide professional services as detailed herein.

The CITY desires professional engineering services related to the construction management, inspection and material testing services for seven (7) residential streets located within the Surfside Park neighborhood, 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:

ENGINEER will support the construction of the Phase II Surfside Park Residential Street Drainage Improvements consisting of Construction Phase Management, Inspection and Material Testing Services. 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 listed below and described in Exhibit "A":

| | |
|---|---|
| Construction Management | 7 Months from NTP |
| Construction Inspection | 7 Months from NTP |
| Materials Testing | 7 Months 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 "B", which is attached hereto and incorporated by reference herein.

The budget (or fee) for the services is not to exceed $279,305.00.

**Section 4 - CITY's Responsibilities**

CITY hereby designates the City Engineer or their 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.

(Remainder of the page left blank)

**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 on its behalf, effective as of the date of the last signature below.

**CITY OF FORT PIERCE, FLORIDA:**

By: Linda Hudson _____ Date: 11/3/2025

Linda Hudson, Mayor

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

By: _____ Date: 10/28/25

Brian Good, PE, Senior Vice President

**APPROVED AS TO FORM & CORRECTNESS:**

By: _____ Date: 11/4/25

Sara Hedges, City Attorney

EXHIBIT "A"

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

## CITY OF FORT PIERCE SURFSIDE PARK RESIDENTIAL STREET DRAINAGE IMPROVEMENTS – PHASE II CONSTRUCTION MANAGEMENT, INSPECTION AND MATERIAL TESTING SERVICES

## PROJECT DESCRIPTION:

The CITY desires professional consultant services to support the construction of the proposed Phase II Surfside Park Residential Street Drainage Improvements consisting of Construction Phase Management, Inspection and Material Testing Services. The project consists of the addition of valley gutters, roadway rehabilitation/reconstruction, utility relocations and drainage improvements on the following seven streets:

1. Sunset Isle Road
2. Cypress Avenue
3. Eucalyptus Avenue
4. Walnut Court
5. Plover Avenue
6. Pelican Drive
7. Melaleuca Drive

The ENGINEER agrees to provide Construction Management, Inspection and Material Testing Services to the CITY. The ENGINEER will serve as the Engineer-of-Record (EOR), certify the project, conduct field observations and perform materials testing services to document the contractor's work. The contractor will be responsible for providing As-Built surveys throughout the course of the project. The ENGINEER will perform sampling and testing frequencies based on the project plans and specifications unless otherwise noted. Full-time field technicians/inspectors are anticipated to be required to perform the construction observations and tests in step with the pace of construction. The material sampling and testing frequencies will be based on Florida Department of Transportation (FDOT) specifications unless otherwise noted.

# 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's 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. Construction Phase Management:

The ENGINEER will provide construction phase management as specifically stated below:

1. Weekly Construction Meetings/Construction Observation. The ENGINEER will provide on-site construction observation services during the project's construction phase. It is anticipated that the ENGINEER will be available to participate in the construction meetings, as requested by the CITY. The ENGINEER will also be available to make visits in order to observe the progress of the Work. Such visits and observations by the ENGINEER are not intended to be exhaustive or to extend to every aspect of the Contractor's work in progress. Observations are limited to spot checking, selective measurements and similar methods of general observation of the Work based on the ENGINEER's exercise of professional judgment. Based on information obtained during such visits and such observations, the ENGINEER will evaluate whether the Contractor's work is generally proceeding in accordance with the Contract Documents.
2. Clarifications and Interpretations. The ENGINEER will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to the CITY and the Contractor as appropriate to the orderly completion of the Contractor's work. Any orders authorizing variations from the Contract Documents will be made by the CITY.
3. Change Orders. The ENGINEER may recommend Change Orders to the CITY and will review and make recommendations related to the Change Orders submitted or proposed by the Contractor.
4. Shop Drawings and Samples. The ENGINEER will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which the Contractor is required to submit, but only for conformance with he information given in the Contract Documents. Such review and approvals or other action will no extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.
5. Applications for Payment. Based on its observations and on review of applications for payment and accompanying supporting documentation, the ENGINEER will determine the amounts the Contractor is recommended to be paid. Such recommendations of payment will be in writing and will constitute the ENGINEER's representation to the CITY, based on such observations and review, that, to the best of the ENGINEER's knowledge, information and belief, Contractor's work has progressed to the point indicated and such work-in-progress is generally in accordance with the Contract Documents subject to any

qualifications stated in the recommendation. In the case of unit price work, the ENGINEER's recommendations of payment will include determinations of quantities and classifications of Contractor's work, based on observations and measurements of quantities provided with pay requests.

By recommending any payment, The ENGINEER shall not thereby be deemed to have represented that its observations to check the Contractor's work have been exhaustive, extend to every aspect of the Contractor's work-in-progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to the ENGINEER in this AGREEMENT. It will also not impose responsibility on the ENGINEER to make any examination to ascertain how or for what purposes the Contractor has used the moneys paid on account of the Contract Price, nor to determine that title to any portion of the work-in-progress, materials, or equipment has passed to the CITY free and clear of any liens. Claims. Security interests, or encumbrances, nor that there may not be other matters at issue between the CITY and Contractor that might affect the amount that should be paid.

6. Limitations of Responsibilities. The ENGINEER shall not be responsible for the actions or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. The ENGINEER will evaluate whether the Contractor's work is generally proceeding in accordance with the Contract Documents, and the ENGINEER will keep the CITY informed of the general progress of the Work through weekly project summary reports.

   The ENGINEER shall not, as a result of such observations of the Contractor's work-in-progress, supervise, direct, or have control over the Contractor's work, nor shall the ENGINEER have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by the Contractor, for safety precautions and programs incident to the Contractor's work, nor for any failure of the Contractor to comply with laws and regulations applicable to the Contractor's furnishing and performing the Work. Accordingly, the ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

   The ENGINEER will recommend to the CITY that the Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, the ENGINEER believes that such work will not produce a completed Project that conforms generally to the Contract Documents.

7. Record Drawing Review and Certification. Then ENGINEER will review the Record Drawings as submitted by the Contractor. Based upon receiving acceptable Record Drawings from the Contractor, the ENGINEER will prepare

and submit a certification letter to the CITY.

8. Final Notice of Acceptability of the Work. The ENGINEER will, promptly after notice from the Contractor that it considers the entire Work ready for its intended use, in company with the CITY and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list. The ENGINEER will conduct a final site visit to determine if the completed Work of the Contractor is generally in accordance with the Contract Documents and the final punch list so that the ENGINEER may recommend , in writing, final payment to the Contractor. Accompanying the recommendation for final payment, the ENGINEER shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of the ENGINEER's knowledge, information, and belief based on the extent of its services and based upon information provided upon which it is entitled to rely.

C. Construction Phase Inspection and Material Testing:

Construction Observation. The ENGINEER's sub-consultant Terracon Consultants, Inc., unless otherwise noted, will perform daily observations of the contractor's construction activities and provide documentation that will include written daily reports and photographs. The daily reports will include the following:

- Daily weather conditions
- Contractor's daily effort
  - personnel and hours on-site
  - equipment type, model and usage
  - general construction activities
  - amount of work completed
- Observe the construction materials staged on-site
- Installation of the underground drainage installation
  - observe drainage pipe and structure subgrade soils
  - observe drainage pipe type and size installed
  - observe drainage structure type and size installed
  - observe line and grade of drainage pipe/structures installed (spot checked based on the contractor provided survey data)
  - observe embankment backfill placement
- Roadway construction of the pavement section components
  - subgrade – observe composition, thickness, density, line and grade
  - base – observe composition, thickness, density, line and grade (spot checked based on the contractor provided survey data)
  - asphalt – observe and verify mix, temperature, thickness, compaction, and cross-slope
- Observe notable erosion control conditions*

- Observe notable safety conditions*
- Observe conditions as outlined in the contractor's MOT plan.*

*Note, safety is the responsibility of the Contractor. Terracon is not responsible for inspection of site safety, erosion control, or MOT. If observations indicate non-compliance with the contract documents or referenced specifications, we will promptly notify the ENGINEER so that corrective action can be coordinated.

Earthwork Sampling & Testing. Terracon Consultants, Inc. will collect samples of materials used during construction and deliver them to the laboratory for testing. Additional earthwork activities include the following:

- In-Place Field Density Tests, perform in-place density tests on soils during the following expected activities:

    - Embankment construction
    - Storm drainage installation and utility adjustments
    - Driveway apron reconstruction
    - Hardscape construction (valley gutter, miscellaneous pads)

- Concrete Testing – An Engineering Technicial will perform plastic properties tests in general accordance with applicable FDOT standards. A representative sample of freshly placed concrete will be obtained and tested for slump, temperature and air content. Six compressive strength test specimens, including two "hold" cylinders will be cast for each mix design placed in any one day at a frequency of one set for every 50 cubic yards (CY). Concrete testing will include the following:

    - Plastic Properties Tests: Perform a slump test, temperature measurement and air content test for each sample when test specimens are molded.
    - Mold Specimens: Mold one set of six concrete test cylinders (4"x8") subsequently, collect and deliver hardened cylinders to our laboratory for final curing and testing.
    - Compressive Strength Tests: Test one specimen at 7-days, three specimens at 28-days and hold two reserve cylinders, or as otherwise specified.

  Plastic properties data will be entered into Terracon's proprietary reporting system and reports issued after 28-day compressive strength results are obtained.

  Terracon is not responsible for lost or damaged cylinders at the jobsite. Storage

and protection of the cylinders will be the responsibility of the Contractor.

- Asphalt Paving Inspection: An Asphalt Paving Inspector will perform field in-place density (backscatter) testing, temperature measurements of the asphalt mix delivered to the jobsite, and periodic spot checks of asphalt mat thickness prior to compaction.

Engineering and Reporting. Terracon Consultants, Inc. will coordinate the aforementioned inspection and test program, review the test results, and consultation on an as-needed basis.

*Project Reporting.* Documentation is critical to the success of any testing and inspection project. The quality of our testing and inspection work is only valuable if the field personnel keep proper documentation of their visual observations, direct measurements/tests, photographic documentation, field notes, and information is properly reviewed by a Professional Engineer/Special Inspector, and the information is distributed to the Owner/Design/Construction team timely.

Terracon created its Construction Materials Engineering and Lab Management System (CMELMS) to comprehensively manage the massive volumes of data that will be created. This system allows the project team to easily track, manage and distribute field and laboratory reports in real time and quickly sort through the information to consult on critical issues. Technicians/Inspectors are scheduled, costs and budgets are tracked and daily progress is communicated to keep owners and the design/construction team informed every step of the way.

With CMELMS our goals are simple. We will deliver:

- Written notification of deviations within 24 hours
- Field reports in no more than five business days from when field services were provided (typically 1 to 2 days)
- Laboratory reports in no more than two business days from when the laboratory services were completed (typically 0 to 1 day)

If tests/inspections made indicate non-compliance with the contract documents or referenced specifications, we will promptly notify the contractor personnel so corrective action can be taken and documented. Failing tests or non-conformance items (deviations) are immediately relayed to the designated parties, and draft reports are available at the end of each day. The test results and inspection information are quickly entered into the system and formal reports are produced. Failing tests and project deviations are easily tracked in a tabular Project Deviation Log which is distributed to all appropriate parties when deviations are reported.

**TIME OF PERFORMANCE:**

The construction duration associated with the construction of the Phase II Surfside Park Residential Street Drainage Improvements Project is understood not to exceed 210 calendar days (7 months) from the issuance of the notice to proceed.

EXHIBIT "B"

## 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*

| Task Description | Fee |
|---|---|
| Construction Phase Management | $ 96,370 |
| Construction Phase Inspection and Material Testing | $ 182,935 |
| **Grand Total** | **$ 279,305** |

Compensation will be computed at the hourly rates of

| | | |
|---|---|---|
| Principal | $ | 315.00 |
| Senior Professional | $ | 270.00 |
| Registered Professional | $ | 210.00 |
| Professional 2 | $ | 160.00 |
| Professional 1 | $ | 140.00 |
| Designer | $ | 185.00 |
| Support Staff | $ | 100.00 |