



**FLORIDA DESIGN
CONSULTANTS, INC.**
— THINK IT. ACHIEVE IT. —

20525 Amberfield Drive, Suite 201
Land O' Lakes, FL 34638
800.532.1047
www.fldesign.com

July 14, 2022

Robert Rivera
Public Works Director
City of New Port Richey
6132 Pine Hill Road
Port Richey, FL 34668

Re: NPR Grand Boulevard Re-Striping

Dear Robert:

Florida Design Consultants, Inc. (FDC) sincerely appreciates the opportunity to provide you with our proposal for professional services on the above referenced project.

The attached Agreement for Professional Services fully executed will serve as our authorization to proceed.

Thank you for giving us the opportunity to assist you with this project, and we look forward to working with you and your staff. Please let me know if you have any questions concerning our Agreement.

Sincerely,

David Fleeman

David Fleeman, P.E., LEED AP
Sr. Project Manager

Attachments

c: Ed Rogers, P.E., President
James P. Choncholas, P.E., Vice President of Engineering



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AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into this 14th day of July, 2022 by and between FLORIDA DESIGN CONSULTANTS, INC. ("FDC") and City of New Port Richey, Public Works, 6132 Pine Hill Road, Port Richey, FL 34668 ("CLIENT") on the terms and conditions stated in this Agreement for Professional Services.

Project Name: NPR Grand Boulevard Re-Striping

FDC Project No.: TBD FDC Agreement No.: 22-112B

Name and Address of Record Owner of Property (if not CLIENT): Not Provided

SCOPE OF SERVICES: See Attachment A

FEE: The fee for providing the requested service shall be: (A) (B) (C)

- A. A Lump Sum Charge of \$9,000.00
- B. A Time Charge Hourly Rates/Budget Estimate Amount of _____
- C. A Time and Material Charge utilizing current hourly rates (attached).

Note: Hourly rates outlined in this Agreement are subject to change on January 1st of each year.

CLIENT will be responsible for out-of-pocket expenses attributable to the project, which will be charged at cost plus a 15% administrative charge. Such costs typically include travel, long distance toll calls, printing and reproduction costs, permit and processing fees, costs associated with outside consultants, and other costs.

LEGAL DESCRIPTION OF PROPERTY: See Attachment B

Sections 5,8 Township 26 South Range 16 East

CLIENT: CITY OF NEW PORT RICHEY

FLORIDA DESIGN CONSULTANTS, INC.

David

Digitally signed by
David Fleeman

SIGNED:

SIGNED:

Fleeman

Date: 2022.07.14
09:38:49 -04'00'

PRINTED NAME:

Debbie L. Manns

TYPED NAME:

DAVID FLEEMAN, P.E., LEED AP

TITLE:

City Manager

TITLE:

SR. PROJECT MANAGER

DATE:

7/15/22

DATE:

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TERMS AND CONDITIONS

1. ACCEPTANCE

Execution of this Agreement establishes that CLIENT understands and agrees that this document is an enforceable contract and that performance and compliance with all of its stated terms and conditions is required. By executing this Agreement, the parties bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement.

2. PAYMENT

FDC will furnish to CLIENT periodic invoices for services rendered and costs incurred pursuant to this Agreement. Payment shall be due to be received by FDC within thirty (30) calendar days of the date of each invoice.

3. SUSPENSION OF SERVICES

If CLIENT fails to make payment when due, FDC may, in its sole discretion and upon seven (7) days' written notice to CLIENT, suspend performance of services under this Agreement. Unless payment in full is received by FDC within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, FDC shall have no liability to CLIENT for delay or damages experienced by CLIENT as a result in whole or in part of such suspension of services.

If the Project is suspended by CLIENT for more than thirty (30) consecutive days, upon resumption of the Project FDC's compensation shall be equitably adjusted, as mutually agreed upon with CLIENT, to provide for expenses incurred due to interruption, demobilization, remobilization and resumption of FDC's services.

CLIENT agrees that invoices not paid after they have been outstanding for thirty (30) calendar days shall accrue interest at the rate of 1.5% per month.

4. TERMINATION

This Agreement may be terminated by either party upon not less than seven (7) days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. Failure of CLIENT to make payments to FDC in accordance with this Agreement shall be considered substantial nonperformance and cause for termination.

5. AUTHORIZATION TO PROCEED

Unless stated otherwise in the Agreement, CLIENT'S execution of this Agreement will constitute authorization for FDC to proceed with the work. Any services rendered or costs incurred by FDC with the knowledge of CLIENT prior to final execution of this Agreement shall be subject to this Agreement.

6. STANDARD OF CARE; NO WARRANTIES

FDC will perform its services in accordance with the applicable professional standard of care, which is defined as the provision of professional services in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same locality. FDC does not promise to create perfect work, and therefore makes or gives no warranty or guarantee of any kind, expressed or implied, in relation to its services.

7. INDIVIDUAL LIABILITY

PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, INDIVIDUAL EMPLOYEES OR AGENTS OF FDC MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

8. LIMITATION OF LIABILITY

FDC's liability for damages to CLIENT shall not exceed the compensation received by FDC in accordance with this Agreement or the value described in section 471.023(3), Florida Statutes, whichever is less. For purposes of this limitation the value described in section 471.023(3), Florida Statutes shall not include goodwill. This limitation of liability shall apply without regard for whether the liability arises from breach of contract or warranty, from any tortious conduct including negligence, by statute, or as a result of any other breach or action.

CLIENT waives any right to claim or recover consequential damages from FDC in relation to any claims or disputes arising out of this Agreement or FDC's provision of services for the Project.

9. THIRD-PARTY BENEFICIARIES

This Agreement gives no rights, benefits, privileges to anyone other than CLIENT and FDC and creates no duties in favor of anyone other than CLIENT and FDC. There are no third-party beneficiaries of this Agreement. However, should any non-party claim to be a third-party beneficiary of this Agreement notwithstanding this paragraph, such non-party shall be bound by all defenses that FDC may assert against CLIENT, including the limitations of liability identified in paragraphs 7 and 8 of this Agreement.

10. APPLICABLE LAW; VENUE; MEDIATION; ATTORNEYS' FEES AND COSTS; WAIVER OF JURY TRIAL

This Agreement shall be governed by the laws of the State of Florida. Any litigation arising out of this Agreement shall be instituted and maintained exclusively in Circuit or County Court in and for Pasco County, Florida, or in the United States District Court for the Middle District of Florida.

Prior to commencement by CLIENT of any action against FDC, CLIENT shall be required to engage in good faith negotiations of its claim against FDC. Failing successful negotiation, CLIENT shall be required, prior to initiating litigation against FDC, to submit the claim to non-binding mediation in Pasco County, Florida. The mediator shall be mutually selected by the parties and his or her fee shall be equally borne by the parties. Mediation as a condition precedent to filing suit shall be in addition to any other conditions precedent that may exist under this Agreement or at law, including but not limited to any notices required under Chapter 558, Florida Statutes.

If FDC should prevail in any action against CLIENT alleging CLIENT's nonperformance of this Agreement, FDC shall be entitled to recover from CLIENT all attorneys' fees, litigation expenses, and collection costs incurred by FDC in connection

with such action. For purposes of this paragraph, FDC's litigation expenses shall broadly encompass all costs reasonably incurred in relation to prosecution of the action or to collection, and shall not be limited to costs otherwise taxable at law.

IN RELATION TO ANY COMPLAINT OR COUNTERCLAIM THAT MAY BE FILED BY CLIENT AGAINST FDC, CLIENT KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHT TO TRIAL BY JURY.

11. CLIENT-SUPPLIED INFORMATION

CLIENT understands and agrees that all plans, sketches, details, reports, data, surveys, materials, test results, property legal descriptions, or other information provided to FDC by CLIENT or CLIENT'S consultants, agents or representatives may and shall be relied upon by FDC as being correct and accurate in connection with FDC's work for CLIENT and FDC's protection of its own rights. CLIENT shall be responsible, and FDC shall not be responsible, for any errors, damages or costs that may result from FDC's reliance upon such information, or for any corrections or rework that may be required as a result of FDC's reliance upon these documents. Any such corrections or rework performed by FDC shall be fully compensable under this Agreement.

12. SEVERABILITY AND SURVIVAL

In the event any provision of this Agreement may be found to be invalid, illegal or unenforceable, the enforceability of all remaining provisions shall not be impaired by such finding. Except for any rights, duties, obligations, defenses, and limitations of liability that are expressly limited to the term of this Agreement, all rights, duties, obligations, defenses, and limitations of liability described in this Agreement shall survive completion of performance or termination of the Agreement.

13. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except for purposes of reference and coordination in connection with future additions or alterations to the Project, all conceptual or final drawings, plans, designs, reports, documents, project manuals and other materials prepared by FDC are instruments of FDC's services and unless otherwise expressly provided FDC shall be deemed the author of all such materials and shall retain all common law, statutory and other reserved rights, including copyright protections.

CLIENT has a right to any originals or copies of any documents by paying the appropriate copying costs.

14. ASSIGNMENT

This Agreement is not assignable by CLIENT without the written authorization of FDC.

15. MERGER; MODIFICATION

This Agreement is the final negotiated Agreement between FDC and CLIENT. The Agreement supersedes and replaces any prior oral or written promises, representations or agreements. This Agreement may only be modified in writing signed by the parties.

ATTACHMENT A – SCOPE OF SERVICES
NPR GRAND BOULEVARD RE-STRIPING
FDC PROPOSAL #22-112B

PROJECT BACKGROUND

It is understood that the City has received anecdotal reports of high traffic speeds along the four-lane segment of Grand Boulevard between Delaware Avenue and Gulf Drive. In an effort to enhance safety, mobility, and accommodate a variety of transportation modes, the City desires to explore “Road Diet” options for this segment of roadway. The Road Diet concept has been endorsed by the Florida Department of Transportation (FDOT) and the Federal Highway Administration (FHA) as a mechanism to redistribute existing roadway space to better meet the needs of pedestrians, cyclists, and other non-motorized road users while significantly reducing fatal and severe injury crashes.

PROJECT SCOPE

FDC will work together with City Staff to define how this roadway segment integrates into the City’s overall multi-modal plan. This information together with the FHWA published Road Diet guidelines will identify which road diet elements may be appropriate for implementation within this roadway segment. FDC will prepare signing and marking plans depicting the revised lane configuration. These plans will be based on publicly available aerial photography and not include any field survey effort. Traffic counts & studies are also specifically excluded from this scope of services.



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PROJECT HOURLY RATES

<u>CLASSIFICATION</u>	<u>BILLABLE RATE</u>
Principal	\$200.00
Sr. Project Manager	\$175.00
Project Manager	\$135.00
Project Engineer	\$125.00
Sr. Field Representative	\$110.00
Field Representative	\$90.00
Sr. Designer	\$120.00
Designer	\$100.00
GIS Technician	\$95.00
AutoCAD Tech	\$95.00
Planning Director	\$165.00
Sr. Planner	\$140.00
Sr. Landscape Architect	\$165.00
Landscape Architect	\$130.00
Certified Arborist	\$135.00
Field Crew Supervisor	\$120.00
Survey Director	\$175.00
Survey Project Manager	\$135.00
Project Surveyor	\$115.00
Survey Technician	\$95.00
Specialty Surveyor (Drone, 3D Services)	\$150.00
Field Crew – 1 Man	\$90.00
Field Crew – 2 Man	\$125.00
Field Crew – 3 Man	\$140.00
Field Crew – 4 Man	\$150.00
Clerical	\$45.00

EXPERT WITNESS HOURLY RATES

<u>CLASSIFICATION</u>	<u>BILLABLE RATE</u>
Engineer	\$300.00
Surveyor	\$300.00
Landscape Architect	\$250.00
Planner	\$250.00

**** Rates in effect through 12/31/2022 ****

ATTACHMENT B – LEGAL DESCRIPTION OF PROPERTY
NPR GRAND BOULEVARD RE-STRIPING
FDC PROPOSAL #22-112B

