

CITY OF NEW PORT RICHEY, FLORIDA
CITY ENGINEER AGREEMENT

THIS AGREEMENT is hereby executed this 20th day of December 2022, between the CITY OF NEW PORT RICHEY, FLORIDA (hereinafter “CITY”) and AYRES ASSOCIATES, INC. (hereinafter “ENGINEER”), as follows:

WHEREAS, CITY is desirous of purchasing from ENGINEER the services described in this agreement; and

WHEREAS, ENGINEER is in the business of and qualified for providing the services described herein, and has submitted an appropriate proposal to the CITY to provide the same; and

WHEREAS, this agreement has been properly approved by the appropriate authority of the CITY and the ENGINEER.

NOW, THEREFORE, upon the mutual covenants contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto hereby agree to the following:

ARTICLE 1 - BASIC SERVICES

1.1 ENGINEER shall provide professional engineering services to serve as Professional Engineer Services/City Engineer for CITY, as provided in this Agreement. ENGINEER shall be required to fulfill the duties of the position as set forth in the City Code of CITY and to perform other duties as directed by CITY. In addition to providing the services as described in Section 3.02.02 of the City Code, ENGINEER shall provide other services as provided in this Agreement. Such services are for the purpose of illustration only and services may not be limited to the items listed here.

1.2 The term of this Agreement shall be from January 1, 2023, through December 31, 2023.

1.3 ENGINEER shall provide CITY the Advisory Services described in this section, from time to time as requested by CITY.

1.3.1 ENGINEER shall attend meetings of the City Council of CITY, including regular or special meetings or work sessions of the City Council. Regular meetings are held on the first and third Tuesday evening of each month, beginning at 7:00 p.m.

1.3.2 ENGINEER shall advise CITY officials, employees, and agents through telephone conferences, meetings, and correspondence.

1.3.3 ENGINEER shall furnish advice and consultation on the operation and maintenance of CITY's water distribution system, wastewater collection and treatment system, stormwater drainage system and transportation system, under the direction of CITY and its Public Works Department.

134 ENGINEER shall review project plans and proposals by private parties, for compliance with Florida Statutes, CITY Code, Land Development Regulations, and other applicable requirements, and meet with residents, contractors, developers, and engineers, as necessary.

135 ENGINEER shall conduct site inspections for conformance with approved plans, or consultation about construction, as-needed.

136 ENGINEER shall participate as a member of the Development Review Committee (DRC), under the direction of the Development Department, and shall review site plans and furnish comments in advance of the DRC meetings and assist applicants in understanding the City Code requirements. DRC meetings are held once each week. ENGINEER shall also attend monthly meetings of the Land Development Review Board (LDRB) as needed.

137 ENGINEER shall prepare preliminary engineering analysis, cost estimates and feasibility studies for various Public Works improvements. ENGINEER shall prepare detailed plans, specifications, bid and contract documents for Public Works construction projects. In addition, ENGINEER shall prepare a final cost estimate, required applications of approval of the construction by other governmental agencies, and assist CITY in negotiating the acquisition of any necessary right-of-way or easement.

138 ENGINEER shall assist CITY in the review of bids submitted for construction, in the selection of qualified contractors and in the inspection of construction work. ENGINEER shall provide general supervision of the contractor for Public Works construction projects.

ARTICLE 2 - ADDITIONAL SERVICES

2.1 Other services may be required by CITY and shall be provided by ENGINEER as an Individual Project Supplement and attached hereto.

ARTICLE 3 - CITY'S RESPONSIBILITIES

3.1 CITY shall perform the tasks identified in this section as necessary to assist ENGINEER in the performance of this Agreement.

3.1.1 CITY shall designate in writing a person to act as CITY's representative with respect to the various services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret, and define CITY's policies and decisions with respect to ENGINEER's services for the Project.

3.1.2 CITY shall provide all criteria and information as to CITY's requirements for any Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. CITY shall furnish copies of all design and construction standards which CITY will require to be included in any Project.

3.13 CITY shall provide ENGINEER all available pertinent information including previous reports and any other data relative to design or construction of any Project, to the extent available to CITY.

3.14 CITY, to the extent the same are reasonably available to CITY, shall furnish to ENGINEER, as required for performance of ENGINEER's Basic Services, the following, all of which ENGINEER may use and rely upon in performing services under this Agreement:

3.14.1 Data prepared by or services of others, including without limitation borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; including appropriate professional interpretations;

3.14.2 Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the Project, the site, and adjacent areas;

3.14.3 Property, boundary, easement, right-of-way, topographic and utility surveys;

3.14.4 Property descriptions;

3.14.5 Zoning, deed, and other land use restrictions;

3.14.6 Other special data or consultations not covered under Basic Services and Additional Services.

3.15 CITY shall provide engineering surveys to establish reference points for construction to enable contractor to proceed with the layout of the work.

3.16 CITY shall arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this Agreement.

3.17 CITY shall examine all studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor, financial/municipal advisor, and other engineers as CITY deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.

3.18 CITY shall furnish approvals and permits from all governmental authorities having jurisdiction over any Project and such approvals and consents from others as may be necessary for completion of the Project.

ARTICLE 4 - COMPENSATION AND PAYMENTS

41 CITY shall pay ENGINEER for Basic Services, except for services of ENGINEER's Resident Project Representative and Post-Construction Phase services, if any, as follows:

4.1.1 An amount equal to the cumulative hours charged to each Project by each class of ENGINEER's employees times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and charges of ENGINEER's independent professional associates and sub-engineers, if any;

4.1.2 ENGINEER's Reimbursable Expenses Schedule and Standard Hourly Rates Schedule are attached to this Agreement and incorporated herein as Appendix 1 and 2, respectively;

4.1.3 Total billings by ENGINEER for basic services during the service period shall not exceed Forty Thousand and 00/100 Dollars (\$40,000.00) for Advisory Services without the express written authorization of CITY.

42 CITY shall pay ENGINEER for Additional Services of ENGINEER's employees engaged directly on each Project pursuant hereto (except for services as an engineer or witness), an amount equal to the cumulative hours charged to the Project by each class of ENGINEER's employees times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and charges of ENGINEER's independent professional associates and sub-engineers, if any.

43 CITY shall pay ENGINEER for all Reimbursable Expenses incurred in connection with services rendered, as follows:

4.3.1 For Internal Reimbursable Expenses, an amount equal to the Project-related internal Reimbursable Expenses actually incurred or allocated by ENGINEER based on the rates set forth in Appendix 1 attached hereto and incorporated herein;

4.3.2 For External Reimbursable Expenses, an amount equal to invoiced external Reimbursable Expenses allocable to each Project multiplied by a factor of 1.15.

4.3.3 Reimbursable Expenses mean the actual expenses incurred by ENGINEER, directly or indirectly in connection with each Project, such as expenses for: transportation to locations outside the City when required for a Project; obtaining bids or proposals from Contractor(s); survey and testing instruments, and other highly specialized equipment; and reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related materials.

44 Whenever ENGINEER is entitled to compensation for the charges of ENGINEER's independent professional associates and sub-engineers, such charges shall be the amounts billed to ENGINEER times a factor of 1.15.

45 The factors for external Reimbursable Expenses and ENGINEER's independent professional associates and sub-engineers include ENGINEER's overhead and profit associated with ENGINEER's responsibility for the administration of such services and costs.

46 ENGINEER's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to ENGINEER under this Agreement. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to ENGINEER that a compensation amount thus estimated will be exceeded, ENGINEER shall give CITY written notice thereof. Promptly thereafter CITY and ENGINEER shall review the matter of services remaining to be performed and compensation for such services. CITY shall either agree to such compensation exceeding said estimated amount or CITY and ENGINEER shall agree to a reduction in the remaining services to be rendered by ENGINEER, so that total compensation for such services will not exceed said estimated amount when such services are completed. If ENGINEER exceeds the estimated amount before CITY and ENGINEER have agreed to an increase in the compensation due ENGINEER or a reduction in the remaining services, the ENGINEER shall be paid for all services rendered hereunder.

47 Records pertinent to ENGINEER'S compensation shall be kept in accordance with generally accepted accounting practices. To the extent necessary to verify ENGINEER'S charges and upon CITY's timely request, ENGINEER shall make copies of such records available to CITY at ENGINEER'S cost.

48 Payments to ENGINEER shall be made in accordance with this section.

4.8.1 ENGINEER shall submit monthly invoices for Basic and Additional Services rendered and for Reimbursable Expenses incurred. CITY shall make prompt monthly payments in response to ENGINEER'S invoices.

4.8.2 If CITY fails to make any payment due ENGINEER for services and expenses within thirty days after receipt of ENGINEER'S invoices, ENGINEER may, after giving seven days' written notice to CITY, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services and expenses.

4.8.3 In the event of termination by CITY, ENGINEER shall be entitled to invoice CITY and to receive full payment for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination.

4.8.4 The amount of any excise, value-added, gross receipts, or sales taxes that may be imposed on payments shall be added to the compensation as determined above.

4.8.5 No deductions or offsets shall be made from ENGINEER'S compensation or expenses on account of any setoffs or back charges.

ARTICLE 5 - MISCELLANEOUS PROVISIONS

5.1 In consideration of the payment of forty thousand dollars as part of the above compensation, as authorized in Section 725.06 Florida Statutes, the ENGINEER shall indemnify and hold harmless the CITY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the ENGINEER and other persons employed or utilized by the ENGINEER in the performance of the contract.

Nothing contained herein shall be construed as a waiver of any immunity from or limitation of liability to which CITY may be entitled under the doctrine of sovereign immunity or Section 768.28, Florida Statutes. All obligations set forth in this Section shall survive termination of this Agreement, however terminated, and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

5.2 This Agreement shall be binding upon the parties, their successors, assigns, and legal representatives. ENGINEER shall not assign or otherwise transfer any of the rights or duties under this Agreement, without the express written consent of CITY.

5.3 This document embodies the entire agreement of the parties. There are no promises, terms, conditions, or representations binding on either party hereto, other than those contained herein; and this document shall supersede all previous communications, representations, and/or agreements between the parties hereto, whether written or oral. This Agreement may be modified only in writing executed by all parties. This agreement shall be construed according to the laws of Florida, and venue for any action arising here from shall be in Pasco County, Florida.

5.4 Any notices provided hereunder shall be sent to the parties at the following addresses and shall be considered properly delivered when placed in the U.S. mail, postage prepaid, certified return receipt requested:

As to ENGINEER:

Ayres Associates Inc
8875 Hidden River Parkway, Suite 200
Tampa, Florida 33637

As to CITY:

Debbie L. Manns, City Manager
City of New Port Richey
5919 Main Street
New Port Richey, Florida 34652

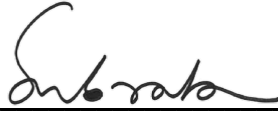
5.5 ENGINEER shall maintain all documents related to this Agreement for such periods of time required by the Florida Public Records Act (Chapter 119, Florida Statutes). Upon request from CITY's custodian of public records, ENGINEER shall provide CITY a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in the Florida Public Records Act or as otherwise provided by law. ENGINEER shall 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 this Agreement and following completion of this Agreement if ENGINEER does not transfer the records to CITY. Upon completion of this Agreement, ENGINEER shall transfer, at no cost to CITY, all public records in possession of ENGINEER or keep and maintain public records required by CITY to perform the services provided in this Agreement. If ENGINEER transfers all public records to CITY upon completion of this Agreement, ENGINEER shall destroy any duplicate public records that are exempt or confidential and

exempt from public records disclosure requirements. If ENGINEER keeps and maintains public records upon completion of this Agreement, ENGINEER 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 THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (727) 853-1021, MANNSD@CITYOFNEWPORT RICHEY .ORG, AND 5919 MAIN STREET, NEW PORT RICHEY, FLORIDA 34652.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

AYRES ASSOCIATES, INC.

BY: 

VP - SE Ops
Name, Title (Printed)

CITY OF NEW PORT RICHEY,
FLORIDA

BY: _____
DEBBIE L. MANNS, as CITY
MANAGER

APPROVED AS TO FORM:

ATTEST:

TIMOTHY P. DRISCOLL
CITY ATTORNEY Approved 12-6-22

JUDY MEYERS, CMC

APPENDIX 1- REIMBURSIBLE EXPENSE SCHEDULE

The following are the rates for expenses on or after the date of the Agreement:

Scout VCU		\$115.00	Day	
Traffic Counter			\$51.75	Day
TRANSPORTATION:				
All-Terrain Utility Vehicle (ATV/UTV)	\$195.00		Day	

APPENDIX 2- STANDARD HOURLY RATES SCHEDULE

Hourly rates for services performed on or after the date of the Agreement are:

<u>Billing Class</u>	<u>Hourly Rate</u>
Principal Engineer	\$240.00
Sr. Professional Engineer	\$185.00
Professional Engineer	\$155.00
Project Engineer (EI)	\$135.00
Project Scientist	\$105.00
Sr. Surveyor (PSM)	\$205.00
Project Surveyor (PSM)	\$190.00
2-man Survey Crew	\$185.00
3-man Survey Crew	\$270.00
Sr. Designer	\$130.00
Designer	\$ 95.00
Sr. Field Representative	\$135.00
Field Representative	\$115.00
Field Team Leader	\$105.00
Field Technician	\$ 95.00
Administrative	\$ 75.00

Designating Team (Level B)- Daily Rate: \$1,600.00 per day.

This is a process of inducing a signal through a transmitter that is directly coupled to a metallic underground utility, a receiver is used to detect the transmitted signal to give a horizontal location of that utility. The path of the utility will be painted and flagged on the ground surface above the utility using the APWA color code standards. The technician will measure the location from a known feature and record information in the field book or GPS. The designating crew will have special tools and equipment on their trucks to perform designating of all known underground utilities except for MOT lane closure equipment, manhole entry equipment. An on-site supervisor will be required throughout the performance of the task and will be billed as an hourly Team Leader. Mileage to and from job sites will be billed as an expense on a per mile basis governed by current IRS reimbursable rates.

Vacuum Excavation Team (Level A) - Daily Rate: \$2,200.00 per day.

This is a non-destructive process of exposing underground utilities by using air and vacuum, once the utility is exposed a reference point is set directly above the utility so a measured depth can be taken from the reference point to the top of utility. A size, type, and material will also be recorded at the time of excavation. This pay item includes setup, vacuum truck technician time, and restoration of the excavation site. Depending on ground conditions the vacuum excavation may reach a depth up to 9 feet. An on-site supervisor will be required throughout the performance of the task and will be billed as an hourly Team Leader. There will be no mobilization cost for job located in Pasco Counties Mileage to and from job sites will be billed as an expense on a per mile basis governed by current IRS reimbursable rates.

Ground Penetrating Radar (GPR) Team- Daily Rate: \$1,900.00 per day or \$1,000.00 per half day. This pay item includes all travel to and from the job site, setup, GPR equipment truck, technician time, electronic designation of the excavation site (limited to 50LF). A full workday consists of 8 hours. A half day consists of 4 hours maximum. An on-site supervisor will be required throughout the performance of the task and will be billed as an hourly Team Leader. Mileage to and from job sites will be billed as an expense on a per mile basis governed by current IRS reimbursable rates.