

TASK ORDER NO. 1
SCOPE OF SERVICES AND FEE PROPOSAL
2015 STORMWATER SYSTEM IMPROVEMENTS
CITY OF NEW PORT RICHEY

I. PROJECT SCOPE

Description

The City of New Port Richey (CITY) has been implementing the recommended improvements outlined in the 2013 Stormwater Master Drainage Plan 10-Year Update Study as prepared by Florida Design Consultants. The CITY has requested Environmental Consulting & Technology, Inc. (ENGINEER) to assist the CITY with the proposed stormwater system modifications for five (5) separate locations within the city limits as part of this study. To accomplish the requested stormwater system improvements, the ENGINEER will provide authorized professional services to the CITY for the design, permitting assistance, and construction phase services. A brief summary of these projects are listed below (project numbering sequence is consistent with the study numbering):

- No. 4. 6251 Delaware Avenue Drainage System Expansion/Detention Pond Construction
- Provide for a new detention pond at 6251 Delaware Avenue.
 - Provide a connection for a control structure at the new detention pond to either the existing stormwater pipe along Delaware Ave. or to the existing pipe in the alley to the northwest of the property that connects to the stormwater pipe along Van Buren Street.
 - Note: This project will be co-funded by the Southwest Florida Water Management District (SWFWMD). ECT has contacted SWFWMD to clarify their policy for invoicing of co-funded projects and was informed that the invoices should clearly identify which expenditures SWFWMD are reimbursing and that the total to what is being requested for this project.
 - Subsurface utility locates to be provided by the City.
- No. 6. Florida Avenue Drainage System Extension (by Chasco Inn)
- Install catch basin/inlet structures with debris baskets and tie into existing storm sewer system on Main Street.
 - Install approximately 100 LF of proposed 18" to 24" storm sewer to alleviate nuisance flooding on Florida Avenue.
 - Asphalt replacement and design associated open cuts for cross-drains
 - Subsurface utility locates to be provided by the City.

No. 11. Riverview Drive Drainage Improvements

- Grout the existing 6" RCP at 5660 Riverview Drive if the drainage analysis shows this pipe is not needed.
- Install new 36" storm sewer from Riverview Drive to the Pithlachascotee River with headwall at the outfall.
- Determine if any drainage easements of record, as shown by the Pasco County Property Appraiser's web site, exist.
- Subsurface utility locates to be provided by the City.
- Design to include the installation of 440 LF of 18" to 36" storm sewer.
- Design to include asphalt replacement and design associated with open cuts for cross-drains

No. 15. Maple Street, Meadow Lane Street, Aspen Street Drainage Improvements

- Assess the existing flooding problem at intersection of Maple Street and High Street.
- Provide for intersection drainage and storm sewer replacement along Maple Street from High Street to the north side of Gulf Drive, approximately 1000 feet. Connect to the existing 30" RCP on Gulf Drive.
- Investigate if the stormwater pond to the northeast of the intersection of Maple Street and High Street was constructed and maintained per ERP plan and evaluate if drainage improvements at this area is necessary to address the flooding.
- Design to include ancillary improvements including asphalt replacement for open cuts at intersections, sidewalk replacement, driveway repair, sodding, etc.
- Subsurface utility locates to be provided by the City.

No. 21. Missouri Ave. at Madison Street (modified)

- Provide for connection to existing intersection inlet on south side and install approximately 200 feet of storm sewer east of intersection along south side of Missouri Ave terminating with a new inlet.
- Design to include ancillary improvements including sidewalk replacement, driveway repair, sodding, etc.
- Subsurface utility locates to be provided by the City.

Mr. Lawrence G. Kleiner, P.E., will serve as the ENGINEER's project manager on this task order for the duration of the scope of services. The ENGINEER will provide project management as part of this task order, which shall include: continuous management and coordination of the overall project; preparation of miscellaneous correspondence; coordination of subconsultant services necessary scheduling of design and construction activities; and attendance at monthly project meetings (as requested) with the CITY. The progress of the project will be discussed with the CITY's designated project manager during each regular monthly project status meeting at the Public Works Building and/or the scheduled on-site construction meetings, and as necessary throughout the remaining life of the project. A written summary of the project status and completed tasks will be provided with each invoice submitted by the ENGINEER.

Based on the above background discussion, the following specific tasks and services are anticipated for this project, and are included in this Scope of Services:

1.0 PRELIMINARY ENGINEERING DESIGN

Prior to final design, the ENGINEER will gather background information needed to complete the final design and support permit applications. The ENGINEER will acquire available stormwater system data from the CITY. The data will consist of all relevant plans, reports, studies, records, maps, and other relevant data concerning the CITY's current stormwater system.

The ENGINEER will coordinate with and request fee from a licensed professional surveyor to provide a topographic and tree survey of the location proposed for the stormwater improvements. The survey will be prepared using Florida State Plane West, NAD 83 coordinate system.

The ENGINEER will coordinate with and request fee from a professional geotechnical engineer to perform the geotechnical investigation for the new stormwater pond as part of Project No. 4 - 6251 Delaware Avenue Drainage System Expansion/Detention Pond Construction. The investigation includes one (1) Standard Penetration Test (SPT) boring, permeability testing, and determination of seasonal high water elevation.

The ENGINEER's preliminary engineering scope will include the following:

- Attend up to one meeting with the City to develop final design parameters.
- Assemble available City stormwater system maps and record drawings.
- Coordinate and obtain a survey of the project area.
- Coordinate and obtain a geotechnical investigation of the project area.

2.0 FINAL DESIGN

Once the preliminary design and planning activities are completed, the ENGINEER will prepare detailed construction documents for the conceptualized facilities and furnish appropriate numbers of sets to the CITY for review. The final documents will be suitable for establishing a construction contract for the project while being in sufficient detail to permit construction by the Contractor.

The ENGINEER's final design scope will include the following:

- Prepare and submit copies of construction drawings at designated project completion milestones (60% and Final Design Plans) for review, comment, and approval by the CITY. The construction drawings will include but may not be limited to; a cover sheet, general notes, existing conditions/demolition plan, grading and drainage plan, details and sections, and a pollution prevent plan. Four (4) copies of construction drawings will be provided in 11" x 17" size at each submittal stage.
- Prepare engineers' cost estimate.
- Prepare front-end bidding documents and technical specifications for the final design.

- Attend design review meetings at the specified design intervals with the CITY. It is anticipated that there will be no more than two (2) design review meetings prior to project bidding.
- Assist the City in the bidding and contractor selection, including RFI's and addendums.

3.0 PERMIT ASSISTANCE

The ENGINEER will prepare and submit the permit applications, including associated sketches, drawings, and related incidental information required for submittal, necessary to perform the proposed stormwater construction activities as included on the final design documents. It is anticipated that a SWFWMD Environmental Resource Permit (ERP) application will be required as part of this Task Order.

The ENGINEER will provide the following services in support of the application:

- Meeting with SWFWMD personnel for mandatory pre-application meeting.
- Preparation of an ERP application package with supporting calculations and documents for submittal to the SWFWMD.
- For the remaining projects, evaluate and design proposed stormwater system(s) using FDOT Storm Sewer Hydraulics spreadsheet.
- Design of a wet detention or dry retention stormwater system for the 6251 Delaware Avenue project to alleviate flooding problems in the general area, to include development of an Interconnected Channel and Pond Routing (ICPR) computer model to analyze the hydrology and hydraulics for the contributing drainage basins the project areas will serve, as necessary. The model will be used to analyze the existing and proposed conditions, and to maximize the CITY's benefit from the proposed modifications to the stormwater system.
- Submittal of a permit application for the stormwater modifications including all supporting documents and calculations.
- Respond to up to one request for additional information (RAI) from the SWFWMD if required.

The pond design will be based on input from the CITY and the geotechnical report. The depth of the seasonal high water table will dictate the use of a wet pond or dry retention on a site of this size.

4.0 SERVICES DURING CONSTRUCTION

- 4.1 **Construction Observation/Field Services:** It is anticipated that the construction of the drainage improvements is to be started in Year 2016. The Engineer will prepare the agenda and administer the Pre-Construction meeting. The ENGINEER will conduct up to one (1) site visits to observe the work in progress, and consult with the CITY's inspector to monitor conformance with the contract documents. It is anticipated that on-site observation of the work in progress will be conducted with assistance from the CITY's inspections staff at intervals

necessitated by the Contractor's schedule, capabilities and effectiveness, and as required to provide final regulatory certification. Task includes responding to requests for additional information (RAI) from the Contractor. Task includes an additional site visit each for final walkthrough.

- 4.2 **Survey As-builts:** The ENGINEER will coordinate with the Contractor to confirm a licensed professional surveyor is retained by the Contractor and utilized to provide an as-built survey of the completed stormwater improvements. This survey will be prepared using Florida State Plane West, NAD 83 coordinate system.
- 4.3 **Record Drawings:** Upon receipt of the as-built drawings and survey information, the ENGINEER will provide signed and sealed record drawings along with the project certification documents to the CITY. The record drawings will also be included on the CITY's master drawing file. The record drawing submittal will include two complete sets of paper drawings (22"x34"), two complete sets of paper drawings (11"x17"), one compact disc with the complete set of drawings in AutoCAD file format, one separate compact disc with the complete set of drawings in PDF file format, and one compact disc with both file formats.
- 4.4 **Project Closeout:** The ENGINEER will submit a Certificate of Completion to SWFWMD documenting the completion of the construction activities and verifying the construction of the stormwater improvements is in compliance with the permit conditions.

II. DELIVERABLES

This Scope of Services is to include the following deliverables:

- 60% Design Drawings.
- Final Design Drawings.
- Permit Application and Correspondence.
- Record Drawings & CD's
- Certificate of Completion.

III. ASSUMPTIONS

This Scope of Services is based upon the following assumptions:

- **Property/Easement Acquisitions:** It is assumed that no easement acquisition activities are required as part of this Task Order.
- **Construction Phase Services:** It is assumed the CITY will provide staff for on-site observation for the duration of the construction phase.
- The CITY is responsible for all SWFWMD permitting fees.

IV. ENGINEER'S COMPENSATION

For Task 1 through 4 described above, the CITY will compensate the ENGINEER on a lump-sum basis. Compensation to the ENGINEER for the services included in the above tasks shall not exceed the following:

ALL PROJECTS EXCLUDING PROJECT NO. 4 (NOS. 6, 11, 15 & 21)

1.	PRELIMINARY ENGINEERING DESIGN	\$2,840.00
2.	FINAL DESIGN	\$7,480.00
3.	PERMIT ASSISTANCE	\$2,540.00
4.	SERVICES DURING CONSTRUCTION	\$2,650.00
	SURVEY	\$12,915.00
	5% MARKUP ON SURVEY	\$645.75
	TOTAL LUMP SUM AUTHORIZATION	\$29,070.75

PROJECT NO. 4 ONLY (DELAWARE AVE.)

1.	PRELIMINARY ENGINEERING DESIGN	\$710.00
2.	FINAL DESIGN	\$2,000.00
3.	PERMIT ASSISTANCE	\$915.00
4.	SERVICES DURING CONSTRUCTION	\$1,100.00
	SURVEY	\$4,500.00
	GEOTECHNICAL SERVICES	\$1,672.50
	5% MARKUP ON SURVEY & GEOTECHNICAL	\$308.63
	TOTAL LUMP SUM AUTHORIZATION	\$11,206.13

V. ADDITIONAL SERVICES REQUIRING AUTHORIZATION IN ADVANCE

If required by the ENGINEER and authorized by the CITY, additional services related to this Task Order shall be provided by the ENGINEER for additional professional fees negotiated with and agreed to by the CITY.

VI. PROJECT SCHEDULE

The ENGINEER will begin the activities described herein within two weeks of receiving written notice to proceed. The estimated project schedule is outlined as follows:

<u>Task</u>	<u>Weeks to Complete After Notice to Proceed Issued</u>
Preliminary Engineering Design	8
60% Design Submittal	12
CITY Review	14
Final Plans	17
CITY Review	19
Permitting	29

TASK ORDER NO. 1
2015 STORMWATER SYSTEM IMPROVEMENTS
ENVIRONMENTAL CONSULTING & TECHNOLOGY, INC.

A. SCOPE OF SERVICES – The City of New Port Richey (CITY) hereby authorizes the firm of Environmental Consulting & Technology, Inc. (ENGINEER) to perform the specific services summarized on the attached statement entitled TASK ORDER NO. 1, SCOPE OF SERVICES AND FEE PROPOSAL.

B. TIME OF COMPLETION – Work under this Authorization will begin upon Notice to Proceed from the CITY and will be completed within the schedule presented on the attached statement entitled TASK ORDER NO. 1, SCOPE OF SERVICES AND FEE PROPOSAL.

C. KEY PERSONNEL – The ENGINEER has appointed Project Manager Mr. Lawrence G. Kleiner, P.E. as the single point of contact to coordinate with the CITY for this task order. Mr. Kleiner has the authority to transmit instructions, receive information, interpret and deliver decisions, etc. Key personnel assigned to the project by the ENGINEER shall not be removed from the project without the prior written approval of the CITY.

D. COMPENSATION – Engineering Services fees for this authorization will be lump sum in accordance with the PROFESSIONAL ENGINEERING AND WATER-RESOURCES AND ENVIRONMENTAL CONTINUING CONSULTING AGREEMENT with the CITY, dated December 17, 2013.

E. ACCEPTANCE – By signature hereon, the parties each accept the provisions of this TASK ORDER NO. 1 and authorize the CONSULTANT to proceed at the direction of the CITY's representative, in accordance with the SCOPE OF SERVICES AND FEE PROPOSAL.

Witness:

ENVIRONMENTAL CONSULTING
& TECHNOLOGY, INC.

Lawrence G. Kleiner

Gary P. Uebelhoer

Gary P. Uebelhoer, MBA
Senior Vice President

12/08/15

Date

Attest:

CITY OF NEW PORT RICHEY, FLORIDA

City Clerk

Mayor

Date

November 9, 2015

Environmental Consulting & Technology, Inc.
1408 N. Westshore Drive, Suite 115
Tampa, Florida 33607

Phone: (863) 559-7120

Attention: Mr. Ron Leder, P.E.

Re: Geotechnical Engineering Services Proposal
Proposed Stormwater Pond – Delaware & Van Buren
New Port Richey, Pasco County, Florida
PSI Proposal No. 166336

Dear Mr. Leder:

Professional Service Industries, Inc. (PSI) is pleased to submit the following proposal for performance of a geotechnical engineering study at the site of the referenced project. This proposal has been prepared based on the site being readily accessible to our truck mounted drilling equipment and that no demolition is required to perform the requested testing.

PROJECT INFORMATION

The site is located within Section 4, Township 26 South and Range 17 East in New Port Richey, Pasco County Florida. The parcel is identified in the Pasco County Property Appraiser's records with parcel ID 04-26-16-0030-11800-0110. The parcel is on the order of 0.3 acres in area. We understand a stormwater pond is planned for this site. One (1) Standard Penetration Test (SPT) boring and one (1) Double Ring Infiltration Test (DRIT) have been requested within the proposed ponds.

Additional details regarding the project were not provided for this proposal. We propose to perform the DRIT near the center of the pond and the SPT in another area of the pond bottom.

If any of this information is incorrect or incomplete please contact PSI at your earliest convenience so we may adjust our proposal if needed.

SCOPE OF SERVICES

The purpose of this study is to obtain information on the general subsurface conditions at the proposed project site. The subsurface materials encountered will then be evaluated with respect to the available project characteristics. In this regard, engineering assessments for the following items will be formulated:

1. General location and description of potentially deleterious materials encountered in the borings which may interfere with construction progress of the pond, including existing fills and surficial organics.
2. Parameters required for pond design, including infiltration rates, soil stratigraphy and the estimated Seasonal High Groundwater Table (SHGWT).

The following services will be provided in order to achieve the preceding objectives:

1. Review readily available published topographic and soils information. This published information will be obtained from the "Soil Survey of Pasco County, Florida" published by the United States Department of Agriculture (USDA) Soil Conservation Service (SCS).
2. Perform one (1) SPT boring in the proposed pond. The boring will be advanced to a maximum depth of fifteen (15) feet below grade.
3. Visually classify representative soil samples in the laboratory using the Unified Soil Classification System (USCS). Identify soil conditions at the boring location and form an opinion of the site soil stratigraphy.
4. Perform one (1) Double Ring Infiltration Test in the proposed pond near the center of the pond subject to access. Collect groundwater level measurements if encountered in the upper 10 feet and estimate the seasonal high groundwater level at the boring location. One hand auger boring will be provided at the location of the DRIT. The hand auger boring will be advanced to a maximum depth of 10 feet below grade, two feet into the water table or to refusal, whichever is less. The hand auger borehole will be backfilled with cuttings.
5. The results of the field explorations and laboratory tests will be used in the engineering analysis and in the formulation of



the recommendations. The results of the subsurface explorations, including the recommendations and the data on which they are based will be presented in a written report supervised by a professional engineer.

It should be noted that Florida is underlain by a soluble limestone formation. This limestone can dissolve, resulting in subsidence of overlying soils and the formation of sinkholes at the ground surface. PSI's proposed geotechnical study does not include an evaluation of the relative potential for sinkhole development at this site. A comprehensive evaluation of the potential for sinkhole development may include Ground Penetrating Radar and deeper soil borings. PSI can perform this study for significant additional cost, if desired.

SCHEDULE

Assuming favorable weather conditions, the field work will require 2 to 4 days after utilities are cleared. Laboratory classification and report development will require an additional week to two (2) weeks.

SERVICE FEE


It is proposed that the fee for the performance of the above-outlined services be determined on a unit price basis, in accordance with our attached Schedule of Services and Fees, and that the work be performed pursuant to our General Conditions. Copies of our Schedule of Services and Fees and General Conditions are enclosed herewith and incorporated by reference into this proposal. On the basis of the estimated quantities and the Schedule of Services and Fees, it is estimated that the fee will be **\$1,672.50**.



We appreciate the opportunity to offer our services to you for your project and look forward to working with you during the design phase. If this proposal is acceptable, please sign below as notice to proceed and return one (1) copy of this proposal intact to our office. Should you have any questions in regard to this proposal, please do not hesitate to contact this office.

Respectfully submitted,
Professional Service Industries, Inc.


 Thomas B. Harper, P.E.
 Staff Engineer
 Geotechnical Services


 Amy L. Guisinger, P.E.
 Principal Consultant
 Florida License No. 63989

Attachments: Schedule of Services and Fees
 General Conditions

AUTHORIZED BY:		INVOICE TO:	
Signature		Firm	
Name		Name	
Title			
Date		Address	



Environmental Consulting & Technology, Inc.
 Proposed Stormwater Pond
 New Port Richey, Pasco County, Florida
 PSI Proposal No. 166336

ATTACHMENT A
SCHEDULE OF SERVICES AND FEES
PROPOSED POND – DELAWARE & VAN BUREN
NEW PORT RICHEY, PASCO COUNTY, FLORIDA

	<u>Quantity</u>	<u>Unit</u>	<u>Unit</u> <u>Rate</u>	<u>Total</u> <u>Cost</u>
I. FIELD EXPLORATION				
1. Mobilization of Men and Equipment	1	Trip	\$ 400.00 \$	400.00
2. Standard Penetration Test (SPT) borings 0 to 50 Feet Deep	15	L.F.	\$ 11.00 \$	165.00
3. Hand Auger Boring	0	L.F.	9.00	0.00
4. Grout/Seal Borehole 0 to 50 Feet Deep	15	L.F.	\$ 6.00 \$	90.00
5. Pavement Coring	0	Ea.	\$ 60.00 \$	0.00
SUBTOTAL FIELD EXPLORATION			\$	655.00
II. LABORATORY TESTING				
1. Visual Classification	0.5	Hour	\$ 55.00 \$	27.50
2. Natural Moisture Content	0	Ea.	\$ 10.00 \$	0.00
3. Atterberg Limits	0	Ea.	\$ 95.00 \$	0.00
4. Mechanical Sieve Analysis	0	Ea.	\$ 56.00 \$	0.00
5. DRIT	1	Ea.	\$ 400.00 \$	400.00
SUBTOTAL LABORATORY TESTING			\$	427.50
III. TECHNICAL SERVICES				
1. Chief Engineer	0	Hour	\$ 125.00 \$	0.00
2. Senior Project Engineer	1	Hour	\$ 100.00 \$	100.00
3. Project Engineer	0	Hour	\$ 90.00 \$	0.00
4. Staff Engineer	5	Hour	\$ 70.00 \$	350.00
5. CAD Drafting	2	Hour	\$ 50.00 \$	100.00
6. Clerical	1	Hour	\$ 40.00 \$	40.00
SUBTOTAL ENGINEERING SERVICES			\$	590.00
TOTAL ALL SERVICES			\$	1,672.50



GENERAL CONDITIONS

1. **PARTIES AND SCOPE OF WORK:** Professional Service Industries Inc. ("PSI") shall include said company or its particular division, subsidiary or affiliate performing the work. "Work" means the specific service to be performed by PSI as set forth in PSI's proposal. Client's acceptance thereof and these General Conditions. Additional work ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the work to be done by PSI. If Client is ordering the work on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said work. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the client is adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of PSI's work. PSI shall have no duty or obligation to any third party greater than that set forth in PSI's proposal, Client's acceptance thereof and these General Conditions. The ordering of work from PSI, or the reliance on any of PSI's work, shall constitute acceptance of the terms of PSI's proposal and these General Conditions, regardless of the terms of any subsequently issued document.
2. **TESTS AND INSPECTIONS:** Client shall cause all tests and inspections of the site, materials and work performed by PSI or others to be timely and properly performed in accordance with the plans, specifications and contract documents and PSI's recommendations. No claims for loss, damage or injury shall be brought against PSI by Client or any third party unless all tests and inspections have been so performed and unless PSI's recommendations have been followed. Client agrees to indemnify, defend and hold PSI, its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or PSI's recommendations are not so followed.
3. **PREVAILING WAGES:** This proposal specifically excludes compliance with any project labor agreement, labor agreement, or other union or apprenticeship requirements. In addition, unless explicitly agreed to in the body of this proposal, this proposal specifically excludes compliance with any state or federal prevailing wage law or associated requirements, including the Davis Bacon Act. Due to the professional nature of its services PSI is generally exempt from the Davis Bacon Act and other prevailing wage schemes. It is agreed that no applicable prevailing wage classification or wage rate has been provided to PSI, and that all wages and cost estimates contained herein are based solely upon standard, non-prevailing wage rates. Should it later be determined by the Owner or any applicable agency that in fact prevailing wage applies, then it is agreed that the contract value of this agreement shall be equitably adjusted to account for such changed circumstance. These exclusions shall survive the completion of the project and shall be merged into any subsequently executed document between the parties, regardless of the terms of such agreement. Client will reimburse, defend, indemnify and hold harmless PSI from and against any liability resulting from a subsequent determination that prevailing wage regulations cover the Project, including all costs, fines and attorney's fees.
4. **SCHEDULING OF WORK:** The services set forth in PSI's proposal and Client's acceptance will be accomplished by PSI personnel at the prices quoted. If PSI is required to delay commencement of the work or if, upon embarking upon its work, PSI is required to stop or interrupt the progress of its work as a result of changes in the scope of the work requested by Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of PSI, additional charges will be applicable and payable by Client.
5. **ACCESS TO SITE:** Client will arrange and provide such access to the site and work as is necessary for PSI to perform the work. PSI shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its work or the use of its equipment.
6. **CLIENT'S DUTY TO NOTIFY ENGINEER:** Client warrants that it has advised PSI of any known or suspected hazardous materials, utility lines and pollutants at any site at which PSI is to do work, and unless PSI has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, Client agrees to defend, indemnify and save PSI harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to PSI's performance of its work and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to PSI by Client.
7. **RESPONSIBILITY:** PSI's work shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. PSI shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. PSI's work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. Client agrees that it shall require subrogation to be waived against PSI and for PSI to be added as an Additional Insured on all policies of insurance, including any policies required of Client's contractors or subcontractors, covering any construction or development activities to be performed on the project site. PSI has no right or duty to stop the contractor's work.
8. **SAMPLE DISPOSAL:** Test specimens will be disposed immediately upon completion of the test. All drilling samples will be disposed sixty (60) days after submission of PSI's report.
9. **PAYMENT:** The quantities and fees provided in this proposal are PSI's estimate based on information provided by Client and PSI's experience on similar projects. The actual total amount due to PSI shall be based on the actual final quantities provided by PSI at the unit rates provided herein. Where Client directs or requests additional work beyond the contract price it will be deemed a change order and PSI will be paid according to the fee schedule. Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay PSI's cost of collection of all amounts due and unpaid after thirty (30) days, including court costs and reasonable attorney's fees. PSI shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement, any provision wherein PSI waives any rights to a mechanics' lien, or any provision conditioning PSI's right to receive payment for its work upon payment to Client by any third party. These General Conditions are notice, where required, that PSI shall file a lien whenever necessary to collect past due amounts. Failure to make payment within 30 days of invoice shall constitute a release of PSI from any and all claims which Client may have, whether in tort, contract or otherwise, and whether known or unknown at the time.
10. **ALLOCATION OF RISK:** CLIENT AGREES THAT PSI'S SERVICES WILL NOT SUBJECT PSI'S INDIVIDUAL EMPLOYEES, OFFICERS OR DIRECTORS TO ANY PERSONAL LIABILITY, AND THAT NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, CLIENT AGREES THAT ITS SOLE AND EXCLUSIVE REMEDY SHALL BE TO DIRECT OR ASSERT ANY CLAIM, DEMAND, OR SUIT ONLY AGAINST PSI. STATEMENTS MADE IN PSI REPORTS ARE OPINIONS BASED UPON ENGINEERING JUDGMENT AND ARE NOT TO BE CONSTRUED AS REPRESENTATIONS OF FACT. SHOULD PSI OR ANY OF ITS EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON PSI'S WORK AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF PSI, ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO \$25,000.00 OR THE TOTAL AMOUNT OF THE FEE PAID TO PSI FOR ITS WORK PERFORMED ON THE PROJECT, WHICHEVER AMOUNT IS GREATER. IN THE EVENT CLIENT IS UNWILLING OR UNABLE TO LIMIT PSI'S LIABILITY IN ACCORDANCE WITH THE PROVISIONS SET FORTH IN THIS PARAGRAPH, CLIENT MAY, UPON WRITTEN REQUEST OF CLIENT RECEIVED WITHIN FIVE DAYS OF CLIENT'S ACCEPTANCE HEREOF, INCREASE THE LIMIT OF PSI'S LIABILITY TO \$250,000.00 OR THE AMOUNT OF PSI'S FEE PAID TO PSI FOR ITS WORK ON THE PROJECT, WHICHEVER IS THE GREATER, BY AGREEING TO PAY PSI A SUM EQUIVALENT TO AN ADDITIONAL AMOUNT OF 5% OF THE TOTAL FEE TO BE CHARGED FOR PSI'S SERVICES. THIS CHARGE IS NOT TO BE CONSTRUED AS BEING A CHARGE FOR INSURANCE OF ANY TYPE, BUT IS INCREASED CONSIDERATION FOR THE GREATER LIABILITY INVOLVED; IN ANY EVENT, ATTORNEY'S FEES EXPENDED BY PSI IN CONNECTION WITH ANY CLAIM SHALL REDUCE THE AMOUNT AVAILABLE, AND ONLY ONE SUCH AMOUNT WILL APPLY TO ANY PROJECT.
11. **INDEMNITY:** Subject to the above limitations, PSI agrees not to defend but to indemnify and hold Client harmless from and against any and all claims, suits, costs and expenses including reasonable attorney's fees and court costs to the extent arising out of PSI's negligence as finally determined by a court of law. Client shall provide the same protection to the extent of its negligence. In the event that Client or Client's principal shall bring any suit, cause of action, claim or counterclaim against PSI, the Client and the party initiating such action shall pay to PSI the costs and expenses incurred by PSI to investigate, answer and defend it, including reasonable attorney's and witness fees and court costs to the extent that PSI shall prevail in such suit.
12. **TERMINATION:** This Agreement may be terminated by either party upon seven days' prior written notice. In the event of termination, PSI shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses.
13. **EMPLOYEES/WITNESS FEES:** PSI's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay PSI's legal expenses, administrative costs and fees pursuant to PSI's then current fee schedule for PSI to respond to any subpoena. For a period of one year after the completion of any work performed under this agreement, Client agrees not to solicit, recruit, or hire any PSI employee or person who has been employed by PSI within the previous twelve months. In the event Client desires to hire such an individual, Client agrees that it shall seek the written consent of PSI, and shall pay PSI an amount equal to one-half of the employee's annualized salary, without PSI waiving other remedies it may have.
14. **FIDUCIARY:** PSI is not a financial advisor, does not provide financial advice or analysis of any kind, and nothing in our reports can create a fiduciary relationship between PSI and any other party.
15. **CHOICE OF LAW AND EXCLUSIVE VENUE:** All claims or disputes arising or relating to this agreement shall be governed by, construed, and enforced in accordance with the laws of Illinois. The exclusive venue for all actions or proceedings arising in connection with this agreement shall be either the Circuit Court in DuPage County, Illinois, or the Federal Court for the Northern District of Illinois.
16. **PROVISIONS SEVERABLE:** The parties have entered into this agreement in good faith, and it is the specific intent of the parties that the terms of these General Conditions be enforced as written. In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.
17. **ENTIRE AGREEMENT:** This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.



ATTACHMENT C

A certified MBE/DBE/SBE Corporation
8409 Sunstate Street, Tampa, Florida 33634-1309
(813) 889-9236; Fax: (813) 886-3315

November 20, 2015

Mr. Lawrence G. Kleiner, PE
Environmental Consulting & Technology, Inc.
1408 North Westshore Blvd., Suite 115
Tampa, Florida 33607

RE: Delaware Avenue Drainage System Expansion (Task Order 4)
City of New Port Richey
NEI Proposal No. 151103

REVISION NO. 1

Dear Mr. Kleiner:

Enclosed please find our fee proposal to perform a boundary and topographic survey of Lots 11 & 12, Block 118 of Port Richey Company Revised Plan for Town of New Port Richey and associated drainage and structures, as shown on the reference map you provided and attached hereto.

Specifically, we will establish and monument the boundary lines, perform a 50' grid topographic survey with a 25' overlap, locate all of the improvements on the site and trees with a 4" DBH or greater. We will also obtain the drainage structure data of 5 structures along with their coordinates.

We will also establish control points and bench marks near the site for the contractor's use. The horizontal datum will be Florida State Plane NAD 83/2011 adjustment and the vertical datum will be NAVD 88.

Our fee to perform the services described above will be **\$4,500.00**.

We will require 1 week from your notice to proceed date to complete the survey and submit an Autocad Civil 3D file along with signed hardcopy maps.

All of the work will be performed under the direct supervision of a Professional Land Surveyor and will meet or exceed the Minimum Technical Standards set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J17.050 to 5J17.052, Florida Administrative Code, pursuant to Section 472.027 Florida Statutes.

If you have any questions, comments or concerns, please do not hesitate to contact our office.

Sincerely,

NORTHWEST ENGINEERING, INC.



Gerald Silva, PLS
President

GS/kg/prp

November 20, 2015

Mr. Lawrence G. Kleiner, PE
Environmental Consulting & Technology, Inc.
1408 North Westshore Blvd., Suite 115
Tampa, Florida 33607

RE: City of New Port Richey 2015-2016 Stormwater Improvement Project
Task Orders 6, 11, 15 & 21 Modified
NEI Proposal No. 151104

REVISION NO. 1

Dear Mr. Kleiner:

Thank you for the opportunity to present this proposal for surveying services at the above referenced sites.

The survey limits for each site will be as shown on the reference maps you provided and attached hereto.

The scope of work is a full right of way width topographic survey which will include trees with a 4" DBH. We will also obtain the coordinate locations and all pipe data of the drainage structures. We will establish the right of way lines, horizontal control points and bench marks for the contractor's use. The horizontal datum will be Florida State Plane NAD 83/2011 adjustment and the vertical datum will be NAVD 88.

Our fee to perform the services described in Task Order Item 6 will be **\$2,960.00.**

Our fee to perform the services described in Task Order Item 11 will be **\$2,960.00.**

Our fee to perform the services described in Task Order Item 15 will be **\$4,035.00.**

Our fee to perform the services described in Task Order Item 21 Modified will be **\$2,960.00.**

All of the work will be performed under the direct supervision of a Professional Land Surveyor and will meet or exceed the Minimum Technical Standards set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J17.050 to 5J17.052, Florida Administrative Code, pursuant to Section 472.027 Florida Statutes.

We will require 3 weeks from your notice to proceed date to complete the survey and submit an Autocad Civil 3D file along with signed hardcopy maps.

If you have any questions, comments or concerns, please do not hesitate to contact our office.

Sincerely,

NORTHWEST ENGINEERING, INC.



Gerald Silva, PLS
President
GS/kg/prp

DATE	11/11/13
PROJECT	2013 MASTER DRAINAGE PLAN 10-YEAR UPDATE - TASK ORDER ITEM #6 FLORIDA AVE DRAINAGE SYSTEM EXTENSION (BY CHASCO INN)
CLIENT	CITY OF NEW PORT RICHEY 509 MAIN STREET NEW PORT RICHEY, FLORIDA 34652
DESIGNER	FLORIDA DESIGN CONSULTANTS, INC. ENGINEERS, ENVIRONMENTALISTS, SURVEYORS & PLANNERS E.S. No. 7421

FLORIDA DESIGN CONSULTANTS, INC.
ENGINEERS, ENVIRONMENTALISTS, SURVEYORS & PLANNERS
E.S. No. 7421

CITY OF NEW PORT RICHEY
509 MAIN STREET
NEW PORT RICHEY, FLORIDA 34652

2013 MASTER DRAINAGE PLAN
10-YEAR UPDATE - TASK ORDER ITEM #6
FLORIDA AVE DRAINAGE SYSTEM EXTENSION
(BY CHASCO INN)

NO.	DATE	BY	DESCRIPTION
1	11/11/13	WJA	ISSUED FOR PERMIT
2	11/11/13	WJA	ISSUED FOR PERMIT
3	11/11/13	WJA	ISSUED FOR PERMIT
4	11/11/13	WJA	ISSUED FOR PERMIT
5	11/11/13	WJA	ISSUED FOR PERMIT



- NOTE:
1. INCLUDES 10-YEAR 24" DRAINAGE SYSTEM EXTENSION.
 2. CALL NEAREST EXISTING MH.
 3. SEE ALL DETAIL SHEETS.
 4. CONDUITS SHALL BE INSTALLED FROM EXISTING CONDUIT MANHOLE.
 5. SEE ALL DETAIL SHEETS FOR 10-YEAR 24" DRAINAGE SYSTEM.

811
Know what's below.
Call before you dig.





NOTES:

1. NO DRAINAGE PLANS ARE TO BE SHOWN AND NADEN ON INFORMATION PROVIDED BY THE CITY OF NEWPORT RICHEY.
2. FOR DRAINAGE PLAN, SEE 811.
3. CONTRACTOR SHALL CHECK FOR ALL UTILITIES AND RECORD THEM.
4. THE CITY OF NEWPORT RICHEY IS NOT RESPONSIBLE FOR THE DESIGN OF ANY PRIVATE DRAINAGE SYSTEMS.



FLORIDA DESIGN CONSULTANTS, INC.
ENGINEERS, ENVIRONMENTALISTS, SURVEYORS & PLANNERS
5919 MAIN STREET
NEWPORT RICHEY, FLORIDA 34653
E.O. 14176

2013 MASTER DRAINAGE PLAN
10-YEAR UPDATE - TASK ORDER ITEM #21
MISSOURI AVE
DRAINAGE ISSUE

Contractor to Include:
 MOT
 BMP's
 As-Builts

Maple Street & High Street Storm Drain Repair

Inlet Size 28" X 36"
 16" Top of Pipe to Grade Elevation

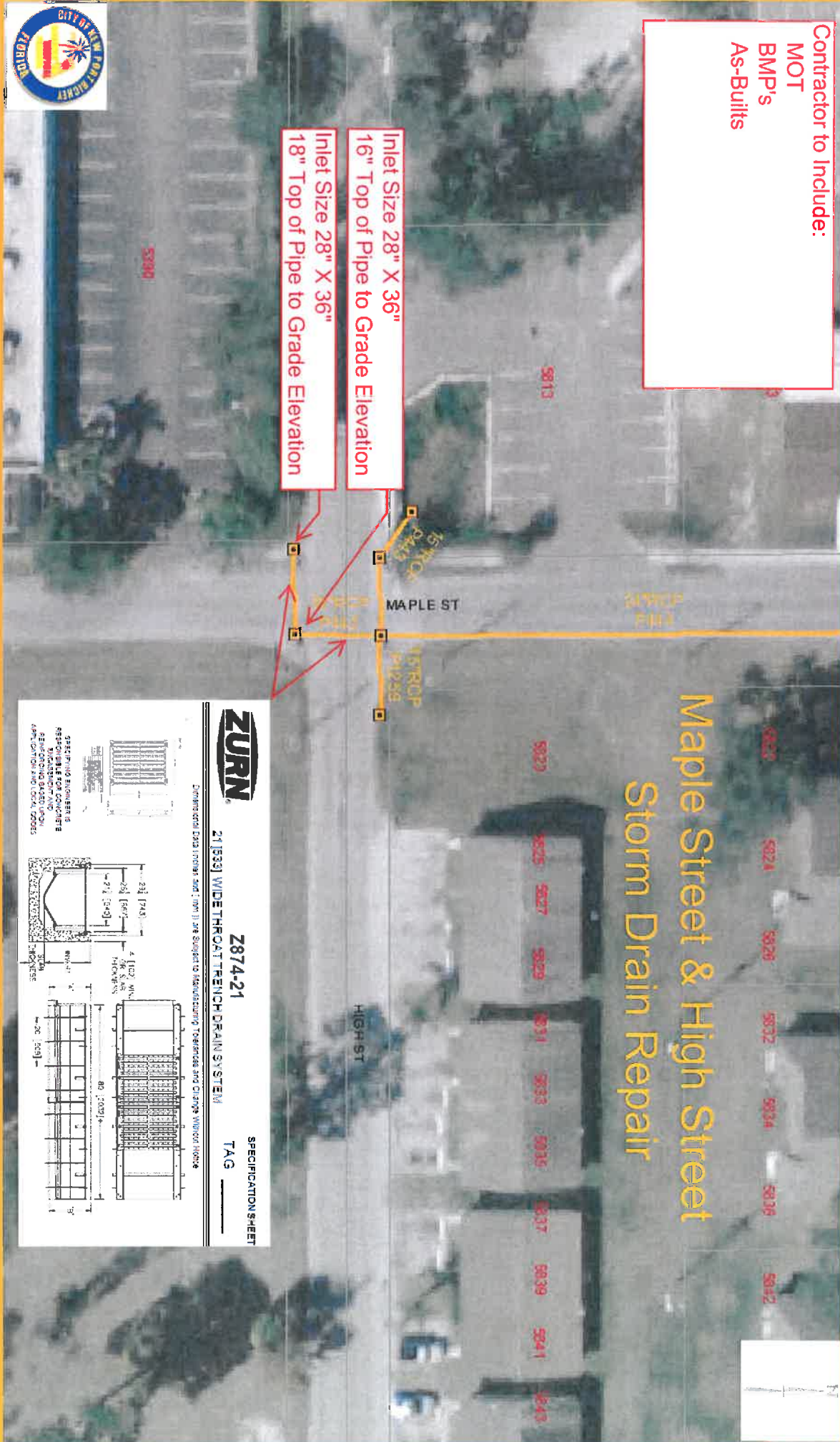
Inlet Size 28" X 36"
 18" Top of Pipe to Grade Elevation



ZURN
 2113331 WIDE-THROAT TRENCH DRAIN SYSTEM
 Z874-21
 SPECIFICATION SHEET
 TAG _____

Commercial Code Index and (non II) are Subject to Manufacturing Tolerances and Changes without Notice

STANDARD DIMENSIONS & REVISIONS FOR CONCRETE WIDE-THROAT TRENCH DRAIN SYSTEMS
 48" 50" 52" 54" 56" 58" 60" 62" 64" 66" 68" 70" 72" 74" 76" 78" 80" 82" 84" 86" 88" 90" 92" 94" 96" 98" 100"



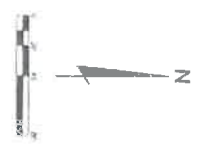


PROJECT: RIVERVIEW DRIVE DRAINAGE IMPROVEMENTS
 LOCATION: NEW PORT RICHEY, FLORIDA
 DATE: 10/20/13
 DRAWN BY: J. B. BROWN
 CHECKED BY: J. B. BROWN
 APPROVED BY: J. B. BROWN
FD FLORIDA DESIGN CONSULTANTS, INC.
 ENGINEERS, ENVIRONMENTALISTS, SURVEYORS & PLANNERS
 E.B. No. 7621

CITY OF NEW PORT RICHEY
 5919 MAIN STREET
 NEW PORT RICHEY, FLORIDA 34652

2013 MASTER DRAINAGE PLAN
 10-YEAR UPDATE - TASK ORDER ITEM #11
 RIVERVIEW DRIVE
 DRAINAGE IMPROVEMENTS

NO.	DATE	DESCRIPTION
1	10/20/13	ISSUED FOR PERMIT
2	10/20/13	ISSUED FOR PERMIT
3	10/20/13	ISSUED FOR PERMIT
4	10/20/13	ISSUED FOR PERMIT
5	10/20/13	ISSUED FOR PERMIT



- NOTE:
1. SEE EXISTING CONDITIONS, UTILITIES, SURVEY AND EXISTING OR PROPOSED DRAINAGE SYSTEMS FOR DRAINAGE IMPROVEMENTS.
 2. CALL SURVEYING STATE BY.
 3. 1:500 ASL DISTANCE SCALE.
 4. CONTIGUOUS SHOWN HERE. CHECKED FROM LOCAL ENGINEERS. SCALE BY.
 5. THIS IS A MASTER PLAN. CONTACT THE DESIGNER FOR MORE INFORMATION.

811
 Know what's below.
 Call before you dig.