

INDIVIDUAL PROJECT SUPPLEMENT TO MASTER AGREEMENT FOR PROFESSIONAL SERVICES

This is an Individual Project Supplement dated _____, which is an attachment to the Master Agreement dated _____ between **City of New Port Richey, 5919 Main Street, New Port Richey, FL 34652** (OWNER) and Ayres Associates Inc, 5802 Benjamin Center Drive, Suite 101, Tampa, FL 33634 (CONSULTANT).

Project: Professional Engineering Services (City Engineer) for Land Development Review

ATTACHMENT A - SCOPE OF SERVICES

ARTICLE 1 - BASIC SERVICES

Ayres will provide professional engineering services to serve as Professional Engineer Services/City Engineer for the City of New Port Richey, herein referred to as the "Engineer" and "City", respectively. The "Engineer" will be required to fulfill the duties of the position as set forth in the City Code and to perform other duties as directed by the City Manager. In addition to providing the services as described in Section 3.02.02 of the City Code, the "Engineer" shall provide other services as listed below. The approved contract for services will commence January 1, 2019. Such services are for the purpose of illustration only and services may not be limited to the items listed here.

Advisory Services

- (1) Attendance at meetings of the City Council: The "Engineer" shall attend all special meetings or work sessions of the City Council, as requested. Regular meetings are held on the first and third Tuesday evening of each month.
- (2) Advising Officials: The "Engineer" shall advise City officials, employees, etc. through telephone conferences, meetings, and correspondence.
- (3) Consultation on City utilities: The "Engineer" shall furnish advice and consultation on the operation and maintenance of the City's water distribution system, wastewater collection and treatment system, stormwater drainage system and transportation system, under the direction of the Public Works Department.
- (4) Consultation on development projects/permits: The "Engineer" shall review project plans and proposals by private parties, for compliance with the Florida statutes, City Code, Land Development Regulations and other applicable requirements. The "Engineer" shall meet with residents, contractors, developers, engineers, etc. as requested.
- (5) Provide inspection services: The "Engineer" shall be available to conduct site inspections for conformance with approved plans, or consultation about construction, as-needed.
- (6) Attendance at meetings of DRC/LDRB: The "Engineer" shall participate as a member of the Development Review Committee (DRC), under the direction of the Development Department. He/she shall review site plans and furnish comments in advance of the DRC meetings and assist applicants in understanding the Code requirements. DRC meetings are held once each week. He/she shall also attend monthly meetings of the Land Development Review Board (LDRB) as needed.
- (7) Analyze/study improvement projects: The "Engineer" will be required to prepare preliminary engineering analysis, cost estimate and feasibility studies for various Public Works improvements. Prepare bid/contracts: Provided that the requirements of Section 287.005, Florida Statutes can be observed, the "Engineer" will be requested to prepare detailed plans, specifications, bid and contract documents for Public Works construction projects. In addition, the "Engineer" will prepare a final cost

estimate, required applications of approval of the construction by other governmental agencies, and assist the City in negotiating the acquisition of any necessary right-of-way or easement.

Review bids: The "Engineer" shall assist the City in the review of bids submitted for construction, in the selection of qualified contractors and in the inspection of construction work. The "Engineer" will provide general supervision of the contractor for Public Works construction projects.

(8) Provide services of Florida licensed professional surveyor and mapper to perform site evaluation and reviews of plats for conformance with Florida Statute 177.091, including review of permanent reference monuments, and review of signed Review signed and sealed boundary survey, title opinion/property information report, and signed and sealed plat.

ARTICLE 2 - ADDITIONAL SERVICES

Other services may be required by the City and will be provided as an Individual Project Supplement and attached hereto.

ARTICLE 3 - OWNER'S RESPONSIBILITIES

OWNER shall do the following in a timely manner so as not to delay the services of CONSULTANT:

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

3.2 Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the Project.

3.3 Place at CONSULTANT's disposal all available pertinent information including previous reports and any other data relative to design or construction of the Project.

3.4 Furnish to CONSULTANT, as required for performance of CONSULTANT's Basic Services, the following, all of which CONSULTANT may use and rely upon in performing services under this Agreement:

3.4.1 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.

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

3.4.3 Property, boundary, easement, right-of-way, topographic and utility surveys.

3.4.4 Property descriptions.

3.4.5 Zoning, deed and other land use restriction.

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

3.5 Provide engineering surveys to establish reference points for construction to enable Contractor(s) to proceed with the layout of the work.

3.6 Arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform services under this Agreement.

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

3.8 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

3.9 Recognizing and acknowledging that CONSULTANT's services and expertise do not include the following services, provide, as required for the Project:

3.9.1 Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.

3.9.2 Legal services with regard to issues pertaining to the Project as OWNER requires, Contractor(s) raises, or CONSULTANT reasonably requests.

3.9.3 Such auditing services as OWNER requires to ascertain how or for what purpose any Contractor has used the money paid.

ATTACHMENT B - PERIOD OF SERVICES

ARTICLE 4 - PERIOD OF SERVICES

This Agreement shall be in effect from the date of its execution by both parties. This agreement shall remain in full effect for one contract year, until December 31, 2019.

This agreement may be renewed for one additional 1-year terms by execution of additional Individual Project Supplements.

ATTACHMENT C - COMPENSATION AND PAYMENTS

ARTICLE 5 - COMPENSATION AND PAYMENTS

5.1 Compensation for Services and Expenses

5.1.1 Basic Services. OWNER shall pay CONSULTANT for Basic Services set forth in Attachment A, except for services of CONSULTANT's Resident Project Representative and Post-Construction Phase services, if any, as follows:

5.1.1.1 An amount equal to the cumulative hours charged to the Project by each class of CONSULTANT's employees times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and charges of CONSULTANT's independent professional associates and subconsultants, if any.

5.1.1.2 CONSULTANT's Reimbursable Expenses Schedule and Standard Hourly Rates Schedule are attached to this Attachment C as Appendices 1 and 2, respectively.

5.1.1.3 Total billings by CONSULTANT for basic services during the 2019 service period will not exceed **\$40,000** for Advisory Services without written permission of the OWNER.

5.1.3 Additional Services. OWNER shall pay CONSULTANT for Additional Services, if any, as follows:

5.1.3.1 For services of CONSULTANT's employees engaged directly on the Project pursuant to Attachment A, paragraph 2.1 or 2.2 (except for services as a consultant or witness under Attachment A, paragraph 2.1.13), an amount equal to the cumulative hours charged to the Project by each class of CONSULTANT'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 CONSULTANT's independent professional associates and subconsultants, if any.

5.1.4 Reimbursable Expenses. OWNER shall pay CONSULTANT for all Reimbursable Expenses incurred in connection with services as follows:

5.1.4.1 For Internal Reimbursable Expenses. An amount equal to the Project-related internal Reimbursable Expenses actually incurred or allocated by CONSULTANT based on the rates set forth in Appendix 1 to this Attachment C.

5.1.4.2 For External Reimbursable Expenses. An amount equal to invoiced external Reimbursable Expenses allocable to the Project multiplied by a factor of 1.15.

5.1.5 Amounts Billed. The amounts billed for CONSULTANT's services will be based on the cumulative hours charged to the Project during the billing period by each class of CONSULTANT's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and charges of CONSULTANT's independent professional associates and subconsultants.

5.1.7 Other Provisions Concerning Compensation

5.1.7.1 Charges of CONSULTANT's Independent Professional Associates and Subconsultants. Whenever CONSULTANT is entitled to compensation for the charges of CONSULTANT's independent professional associates and subconsultants, those charges shall be the amounts billed to CONSULTANT times a factor of 1.15.

5.1.7.2 Factors. The factors for external Reimbursable Expenses and CONSULTANT's independent professional associates and subconsultants include CONSULTANT's overhead and profit associated with CONSULTANT's responsibility for the administration of such services and costs.

5.1.7.3 Estimated Compensation Amounts. CONSULTANT'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 CONSULTANT under the Agreement. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to CONSULTANT that a compensation amount thus estimated will be exceeded, CONSULTANT shall give OWNER written notice thereof. Promptly thereafter OWNER and CONSULTANT shall review the matter of services remaining to be performed and compensation for such services. OWNER shall either agree to such compensation exceeding said estimated amount or OWNER and CONSULTANT shall agree to a reduction in the remaining services to be rendered by CONSULTANT, so that total compensation for such services will not exceed said estimated amount when such services are completed. If CONSULTANT exceeds the estimated amount before OWNER and CONSULTANT have agreed to an increase in the compensation due CONSULTANT or a reduction in the remaining services, the CONSULTANT shall be paid for all services rendered hereunder.

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

5.2 Payments

5.2.1 Times of Payments. CONSULTANT shall submit monthly invoices for Basic and Additional Services rendered and for Reimbursable Expenses incurred. OWNER shall make prompt monthly payments in response to CONSULTANT's invoices.

5.2.2 Failure to Pay. If OWNER fails to make any payment due CONSULTANT for services and expenses within thirty days after receipt of CONSULTANT's invoices, the CONSULTANT may, after giving seven days' written notice to OWNER, suspend services under this Agreement until CONSULTANT has been paid in full all amounts due for services and expenses.

5.2.3 Payments Upon Termination. In the event of termination by OWNER under Attachment D, paragraph 7.5, CONSULTANT will be entitled to invoice OWNER and to receive full payment for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination. In the event of termination by OWNER for convenience or by CONSULTANT for cause, CONSULTANT also shall be entitled to invoice OWNER and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with CONSULTANT's independent professional associates and subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in this Attachment C.

5.2.4 Payments for Taxes Assessed on Services. 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.

5.2.5 Deductions or Offsets. No deductions or offsets shall be made from CONSULTANT's compensation or expenses on account of any setoffs or back charges.

5.3 Definitions

5.3.1 Reimbursable Expenses. Reimbursable Expenses mean the actual expenses incurred by CONSULTANT, directly or indirectly in connection with the Project, such as expenses for: transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representatives and their assistants; toll telephone calls and mobile phone charges; facsimile transmissions; expenses incurred for computer time, survey and testing instruments, and other highly specialized equipment; and reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items.

APPENDIX 1 - REIMBURSIBLE EXPENSE SCHEDULE

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

| | | | | |
|---------------------------------------|----------|----------|---------|-----|
| Miovision Scout VCU | | \$105.00 | Day | |
| Traffic Counter | | | \$47.25 | Day |
| | | | | |
| TRANSPORTATION: | | | | |
| All-Terrain Utility Vehicle (ATV/UTV) | \$180.00 | Day | | |

| Rate Description | Explanation | Basic Rate Continental U.S. (CONUS) |
|--|--|---|
| Lodging | Standard Rate | \$91 |
| Printing/copies | Standard Rate | 5% of personnel fees |
| M & IE | Meals and incidentals as listed on federal website | \$51 |
| Less incidental expenses (not reimbursed) | | |
| Company reimbursement excluding incidentals | | (\$5) |
| Ayres Associates daily meals rate (Net reimbursement rate) | | \$46 |
| <u>Rates for meals segregated by type</u> | | |
| Breakfast/Continental Breakfast | | \$11 |
| Lunch | | \$12 |
| Dinner | | \$23 |
| First & Last Day of Travel (Meals @ 75%) Ayres "Net meals rate" reimbursed at 75% | | \$34.50 |

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 | \$ 200.00 |
| Sr. Professional Engineer | \$ 166.00 |
| Professional Engineer | \$ 133.00 |
| Project Scientist | \$ 95.00 |
| Sr. Surveyor (PSM) | \$ 200.00 |
| Project Surveyor (PSM) | \$ 166.00 |
| 2-man Survey Crew | \$ 150.00 |
| 3-man Survey Crew | \$ 180.00 |
| Sr. Designer | \$ 110.00 |
| Designer | \$ 85.00 |
| Sr. Field Representative | \$ 110.00 |
| Field Representative | \$ 90.00 |
| Field Team Leader | \$ 85.00 |
| Field Technician | \$ 68.00 |
| Administrative | \$ 65.00 |

Designating Team (Level B) – Daily Rate: \$1,400.00 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: \$1,800.00 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 e. 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: \$1,600 per day or \$900.00 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 work day 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.

IN WITNESS WHEREOF, the parties hereto have made and executed this Individual Project Supplement as of the day and year first written above.

City of New Port Richey
OWNER

Ayres Associates Inc
CONSULTANT

(Signature)

Jayant Saxena

(Typed Name)

Jayant Saxena, PE

(Title)

Vice President

(Date)

12/14/2018