



April 9, 2019

Mr. Chris Bornfleth  
City of New Port Richey  
6630 Van Buren St.  
New Port Richey, FL 34653

Re: Engineering Services Proposal  
Frances Avenue Park – Shelter Improvements  
Topographic Survey, Design Development, and Bid/Construction Phase Services

Mr. Bornfleth:

Thank you for the opportunity to submit this proposal for professional services associated with the shelter improvements at Frances Avenue Park. This letter presents our proposed scope of services, time schedule, and fee.

#### **Project Description**

The City of New Port Richey desires to replace three picnic shelters at the Frances Avenue Park. The shelters are to be proposed in the same footprint as the existing shelters and a new sidewalk connection will be included to one shelter. A topographic survey, structural engineering, and bid/construction phase services are offered as described within the Scope of Services.

The below Task summary and Scope of Services are offered to meet the intent of the project:

#### **Scope of Services**

**Task 1.0: Project Management and Meetings**

Ayres Associates (CONSULTANT) will perform project management throughout the preliminary investigation, design development, and bid/construction effort. The professional services shall include the management of the CONSULTANT's project staff, attendance at meetings, preparation of miscellaneous project management correspondence and documents, and coordination of the activities of all project team members and stakeholders.

Project management, preliminary investigation, and progress reporting documents shall be provided electronically in PDF format.

**Task 2.0 Topographic Survey**

A topographic survey will be performed within the park area presented on the attached map. The survey will include the following features:

- Locate visible aboveground site improvements, utilities and appurtenances. Underground utilities will be graphically depicted on the survey drawing(s) in accordance with visible appurtenances.
- Living trees (4" DBH and larger) will be located.
- Determination of site elevations on a maximum fifty-foot grid, at grade breaks, and changes in direction on curbing/paving within the limits of each area.
- All data is to be referenced to the Florida State Plane Coordinate System, Florida West Zone, NAD 83/07 or 11 Datum.
- All elevations will be referenced to existing published County/NGS benchmarks and shall refer to North American Vertical Datum (N.A.V.D.) of 1988.

The final topographic survey will be provided electronically in PDF/DWG format as well as signed and sealed hardcopies.

**Task 3.0: Design Development and Permitting**

The CONSULTANT will prepare construction drawings for the proposed three shelter improvements and submitted at the 50-percent and 100-percent design stages. The design effort will include structural engineering and site improvements to accommodate the sidewalk addition. The shelters will be designed in accordance with the Florida Building Code and current wind loading requirements.

The construction drawings will include the following sheets:

- Title Sheet with Location Map
- General Notes and Legend
- Plan Sheets
- Profile Sheets
- Structural Details
- Standard Details

The final construction drawings will be signed and sealed by a professional engineer licensed in the State of Florida and provided electronically in PDF/DWG format as well as three hardcopies. An estimate of probable construction cost will be prepared and submitted at each design stage.

The CONSULTANT will prepare an exemption request letter and supporting documents to the Southwest Florida Water Management District (SWFWMD) and Requests for Information (RAIs) will be responded to as necessary.

The CONSULTANT will provide responses to permitting Requests for Information (RFI). The final permit application and associated exhibits will be provided electronically in PDF format.

**Task 4.0: Bid Phase Support and Limited Construction Services**

The CONSULTANT will prepare a solicitation package (Invitation to Bid) to request construction bids for the proposed utility improvements. The solicitation will comprise of the following items:

- Cover Page
- Table of Contents
- Bid Requirements
- Instructions to Bidders
- Bid Form
- Bid/Performance Bonds
- Construction Contract
- Terms and Conditions of the Construction Contract
- Construction Drawings

The CONSULTANT will attend a pre-bid meeting and address contractor RFIs during the bid phase. The construction bids received will be evaluated for conformance with the contract documents and a recommendation of award will be offered.

Limited construction oversight and observation will be provided during the course of the construction activities. The following services shall be provided:

- Attendance at two project/progress meetings
- Limited construction observation
  - Construction observation shall be provided by a field representative experienced in shelter construction methodologies. A total of 18 field representative manhours are budgeted for this task and may be utilized for both construction observation and to facilitate responses to field conditions.
  - Daily reports shall be prepared for each observation day and shall include a summary of work performed, installed quantities, and photographic documentation
- Performance of a final site evaluation and preparation of a punch list.
- Shop Drawing/Submittal Review

Contractor pay applications will be reviewed and the presented pay quantities shall be confirmed. Requests for information during the course of construction shall be responded to and documented.

The bid/construction phase correspondence, meeting minutes, and progress reports will be provided electronically in PDF format.

#### **General Understandings and Excluded Services**

The professional services that Ayres will provide under this Proposal/Agreement include, and are limited to, those described in the Scope of Services. All other services, including those listed below, are specifically excluded.

- Payment of Permit

- Boundary Survey
- Geotechnical Investigation
- Stormsystem Design
- Subsurface Utility Engineering (SUE)

**Time Schedule**

Ayres Associates will commence its work upon receipt of a Notice to Proceed and prosecute its work diligently through completion.

**Fee**

The CONSULTANT shall perform the Scope of Services above for the following lump sum fee:

Task	Description	Fee
1	Project Management and Meetings	\$1,950.00
2	Topographic Survey	\$2,995.00
3	Design Development –50% & 100% Plan Phase Submittals	\$21,760.00
4	Bid/Construction Services	\$8,275.00
	<b>TOTAL</b>	<b>\$34,980.00</b>

Proposed by Consultant:

Ayres Associates Inc.



Hisham Sunna, PhD, PE  
 Manager

**AYRES ASSOCIATES  
CONTRACT TERMS AND CONDITIONS**

- 1. Performance of Services:** Consultant shall perform the services outlined in its proposal to Owner in consideration of the stated fee and payment terms.
- 2. Billing and Payment:** Invoices for Consultant's services shall be submitted to Owner on a monthly basis. Invoices shall be due and payable within 30 days from date of invoice. If any invoice is not paid within 30 days, Consultant may, without waiving any claim or right against Owner, and without liability whatsoever to Owner, suspend or terminate the performance of services. Accounts unpaid 30 days after the invoice date will be subject to a monthly service charge of 1.5% on the unpaid balance, or the maximum rate of interest permitted by law, if less. The amount of any excise, value-added, gross receipts, or sales taxes that may be imposed on payments shall be added to Consultant's compensation. No deductions or offsets shall be made from Consultant's compensation or expenses on account of any setoffs or back charges.
- 3. Access to Site:** Owner shall furnish right-of-entry on the project site for Consultant and, if the site is not owned by Owner, warrants that permission has been granted to make planned explorations pursuant to the scope of services. Consultant will take reasonable precautions to minimize damage to the site from use of equipment, but has not included costs for restoration of damage that may result and shall not be responsible for such costs.
- 4. Location of Utilities:** Consultant shall use reasonable means to identify the location of buried utilities in the areas of subsurface exploration and shall take reasonable precautions to avoid any damage to the utilities noted. However, Owner agrees to indemnify and defend Consultant in the event of damage or injury arising from damage to or interference with subsurface structures or utilities which result from inaccuracies in information or instructions which have been furnished to Consultant by others.
- 5. Hazardous Materials:** In the event that unanticipated potentially hazardous materials are encountered during the course of the project, Owner agrees to negotiate a revision to the scope of services, time schedule, fee, and contract terms and conditions. If a mutually satisfactory agreement cannot be reached between both parties, the contract shall be terminated and Owner agrees to pay Consultant for all services rendered, including reasonable termination expenses.
- 6. Insurance:** Consultant shall maintain Workers' Compensation, General Liability, and Automobile Liability Insurance during its services for Owner. Consultant shall furnish a Certificate of Insurance to Owner upon written request. Owner agrees that Consultant shall not be liable or responsible to Owner for any loss, damage, or liability beyond the amounts, limits, exclusions, and conditions of such insurance.
- 7. Limitation of Professional Liability:** Owner agrees to limit Consultant's professional liability to an amount of \$50,000 or Consultant's fee, whichever is greater. In the event that Owner does not wish to limit Consultant's professional liability to this sum, Consultant agrees to raise the limitation of liability to a sum not to exceed \$1,000,000 for increased consideration of ten percent (10%) of the total fee or \$500, whichever is greater, upon receiving Owner's written request prior to the start of Consultant's services.
- 8. Opinions of Probable Costs:** Consultant's opinions of probable project costs are made on the basis of Consultant's experience, qualifications and judgment; but Consultant cannot and does not guarantee that actual project costs will not vary from opinions of probable cost.
- 9. Construction Review:** Consultant does not accept responsibility for the design of a construction project unless the Consultant's contract includes review of the contractor's shop drawings, product data, and other documents, and includes site visits during construction in order to ascertain that, in general, the work is being performed in accordance with the construction contract documents.
- 10. Construction Observation:** On request, Consultant shall provide personnel to observe construction in order to ascertain that, in general, the work is being performed in accordance with the construction contract documents. This construction observation shall not make Consultant a guarantor of the contractor's work. The contractor shall continue to be responsible for the accuracy and adequacy of all construction performed. In accordance with generally accepted practice, the contractor will be solely responsible for the methods of construction, direction of personnel, control of machinery, and falsework, scaffolding, and other temporary construction aids. In addition, all matters related to safety in, on, or about the construction site shall be under the direction and control of the contractor and Consultant shall have no responsibility in that regard. Consultant shall not be required to verify any part of the work-performed unless measurements, readings, and observations of that part of the construction are made by Consultant's personnel.
- 11. Standard of Performance:** The standard of care for all professional services performed or furnished by Consultant under this contract will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant does not make any warranty or guarantee, expressed or implied, nor is this contract subject to the provisions of any uniform commercial code. Similarly, Consultant will not accept those terms and conditions offered by Owner in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

**12. Ownership of Documents:** All documents produced by Consultant under this contract are instruments of Consultant's professional service and shall remain the property of Consultant and may not be used by Owner for any other purpose without the prior written consent of Consultant.

**13. Electronic Files:** Owner and Consultant agree that any electronic files furnished by either party shall conform to the specifications agreed to at the time this contract is executed. Electronic files furnished by either party shall be subject to an acceptance period of 60 days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files. Owner is aware that differences may exist between the electronic files delivered and the printed hard-copy documents. In the event of a conflict between the hard-copy documents prepared by Consultant and electronic files, the hard-copy documents shall govern.

**14. Financial and Legal Services:** Consultant's services and expertise do not include the following services, which shall be provided by Owner if required: (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; (2) Legal services with regard to issues pertaining to the Project as Owner requires, Contractor(s) raises, or Consultant reasonably requests; and (3) Such auditing services as Owner requires to ascertain how or for what purpose any Contractor has used the money paid.

**15. Termination of Services:** This contract may be terminated at any time by either party should the other party fail to perform its obligations hereunder. In the event of termination for any reason whatsoever, Owner shall pay Consultant for all services rendered to the date of termination, all reimbursable expenses incurred prior to termination, and reasonable termination expenses incurred as the result of termination.

**16. Controlling Law:** This contract is to be governed by the law of the place of business of Consultant at the address in its proposal to Owner.

**17. Assignment of Rights:** Neither Owner nor Consultant shall assign, sublet or transfer any rights under or interest in this contract (including, but without limitation, moneys that may become due or moneys that are due) without the written consent of the other, except to the extent mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this contract. Nothing contained in this paragraph shall prevent Consultant from employing such independent subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

**18. Third Party Benefits:** This contract does not create any benefits for any third party.

**19. Dispute Resolution:** Owner and Consultant agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights under the following dispute resolution provision. If direct negotiations fail, Owner and Consultant agree that they shall submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this contract or the breach thereof to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association effective on the date of this contract prior to exercising other rights under law.

**20. Exclusion of Special, Indirect, Consequential, and Liquidated Damages:** Consultant shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of or connected in any way to the project or this contract.

**21. Betterment:** If, due to Consultant's negligence, a required item or component of the project is omitted from the construction documents, Consultant's liability shall be limited to the reasonable cost of correction of the construction, less what Owner's cost of including the omitted item or component in the original construction would have been had the item or component not been omitted. It is intended by this provision that Consultant will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the project.

**22. Amendments:** This contract may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

LOUISIANA AVE

PROPOSED SURVEY LIMITS  
APPROX. 13,000 SF.

EX. SHELTER

EX. SHELTER

PROPOSED SURVEY LIMITS  
APPROX. 3,200 SF.

FRANCES AVE

EX. WATER METER

EX. SHELTER

EX. BUILDING

PROPOSED SURVEY LIMITS  
APPROX. 10,000 SF.

