



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

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20525 Amberfield Drive, Suite 201  
Land O' Lakes, FL 34638

800.532.1047  
www.fldesign.com

July 14, 2022

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

**Re: RAISE Benefit Cost Analysis**

Dear Mr. Rivera:

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

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

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

Sincerely,

*David Fleeman*

David Fleeman, PE, LEED AP  
Sr. Project Manager

Attachments

c: Edwin J. Rogers, PE, FDC  
James P. Choncholas, PE, FDC



### AGREEMENT FOR PROFESSIONAL SERVICES

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

Project Name: **RAISE Benefit Cost Analysis**

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

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

SCOPE OF SERVICES: **See Attachment A**

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

- A. A Lump Sum Charge of **See Attachment B**
- B. A Time Charge Hourly Rates/Budget Estimate Amount of \_\_\_\_\_
- C. A Time and Material Charge utilizing current hourly rates (attached).

Notes: Hourly rates outlined in this Agreement are subject to change on January 1<sup>st</sup> of each year.

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

**LEGAL DESCRIPTION OF PROPERTY: Public right-of-way known as Grand Boulevard from Gulf Drive to Delaware Avenue; together with Delaware Avenue from Grand Boulevard to Madison Street; together with Madison Street from Delaware Avenue to Main Street**

Sections **5 & 8** Township **26 South** Range **16 East**

CLIENT: **CITY OF NEW PORT RICHEY**

FLORIDA DESIGN CONSULTANTS, INC.

SIGNED: \_\_\_\_\_ SIGNED: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_ TYPED NAME: **David Fleeman, PE, LEED AP**

TITLE: \_\_\_\_\_ TITLE: **Sr. Project Manager**

DATE: \_\_\_\_\_ DATE: \_\_\_\_\_

# TERMS AND CONDITIONS

## 1. ACCEPTANCE

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

## 2. PAYMENT

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

## 3. SUSPENSION OF SERVICES

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

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

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

## 4. TERMINATION

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

## 5. AUTHORIZATION TO PROCEED

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

## **6. STANDARD OF CARE; NO WARRANTIES**

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

## **7. INDIVIDUAL LIABILITY**

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

## **8. LIMITATION OF LIABILITY**

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

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

## **9. THIRD-PARTY BENEFICIARIES**

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

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

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

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

If FDC should prevail in any action against CLIENT alleging CLIENT's nonperformance of this Agreement, FDC shall be entitled to recover from CLIENT all attorneys' fees, litigation expenses, and collection costs incurred by FDC in connection with such action. For purposes of this paragraph, FDC's litigation expenses shall broadly encompass all costs reasonably incurred in relation to prosecution of the action or to collection, and shall not be limited to costs otherwise taxable at law.

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

#### **11. CLIENT-SUPPLIED INFORMATION**

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

#### **12. SEVERABILITY AND SURVIVAL**

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

#### **13. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY**

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

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

#### **14. ASSIGNMENT**

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

#### **15. MERGER; MODIFICATION**

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

**ATTACHMENT A – SCOPE OF SERVICES**  
**RAISE BENEFIT COST ANALYSIS**  
**FDC PROPOSAL #22-112**

**PROJECT BACKGROUND**

It is understood that the City of New Port Richey desires to apply for a RAISE (Rebuilding American Infrastructure with Sustainability and Equity) discretionary grant from the Federal Department of Transportation during the 2023 funding cycle. The City has developed a proposed route for the proposed multi-use pathway and begun drafting the grant application package. The proposed route begins at the intersection of Marine Parkway / Grand Blvd. and extends north to Grand Blvd. / Delaware Ave.; east to Delaware Ave. / Madison St.; and terminates at Madison St. / Main St. The City has requested Florida Design Consultants (FDC) provide technical assistance with the preparation of the Benefit – Cost Analysis as well as preparation of the technical memo summarizing the findings.

It should be noted that the Benefit-Cost Analysis computations require traffic analysis and safety analysis data to complete. These studies are not included in the project scope; it is assumed that the City will provide this data to FDC for use in the analysis.

**SCOPE OF SERVICES**

**A. BENEFIT-COST ANALYSIS**

FDC will utilize the U.S. Department of Transportation’s Benefit-Cost Analysis Guidance for Discretionary Grant Programs (March 2022) to prepare a Benefit-Cost analysis for the proposed multi-use trail improvement project. The analysis will compile data from readily available public sources and information provided by the City of New Port Richey (field data collection and traffic studies are excluded from this scope of services). Additionally, FDC will prepare a memorandum summarizing the findings for inclusion in the grant application package. Please note that the balance of the grant application package will be prepared by ‘others’ and is not included in this scope of services. Traffic Analysis and Safety Analysis output are required input data for the Cost-Benefit Analysis – please note that this scope of services does not include preparation of either a Traffic or Safety study (it is understood that the City will provide this Cost-Benefit input data to FDC).

**ATTACHMENT B – METHOD OF COMPENSATION  
RAISE BENEFIT COST ANALYSIS  
FDC PROPOSAL #22-112**

**METHOD OF COMPENSATION**

**Lump Sum Fee**

CLIENT agrees to compensate FDC for the professional services called for under Attachment “A” to this Agreement at the Lump Sum Fee as specified below.

<u>Services</u>	<u>Lump Sum Fee</u>
A. BENEFIT-COST ANALYSIS.....	\$ 31,500



**PROJECT HOURLY RATES**

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

**EXPERT WITNESS HOURLY RATES**

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

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