

**RENEWAL AGREEMENT
FOR
PROFESSIONAL ENGINEERING AND CONSULTING SERVICES**

THIS RENEWAL AGREEMENT made and entered into this ____ day of _____ 2015, by and between the CITY OF NEW PORT RICHEY, Florida (hereinafter referred to as "CITY"), and Florida Design Consultants, Inc. (hereinafter referred to as "CITY ENGINEER"). This is a renewal Agreement as originally entered into on February 2, 2010.

WHEREAS, the CITY desires to engage a firm of consulting engineers to provide consulting engineering services; and

WHEREAS, the CITY has followed the selection and negotiation process set forth in the Florida Consultant's Competitive Negotiation Act, SS287.055, Florida Statutes; and

WHEREAS, the CITY wishes to obtain the professional services of the CITY ENGINEER to provide certain consulting engineering services as may be authorized by the CITY;

NOW, THEREFORE, for an in consideration of the premises, the mutual covenants hereinafter recited, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. **CONSULTING SERVICES:**

The CITY ENGINEER agrees to provide as requested consulting, review, advisory, mapping, planning, landscape design, environmental sciences, design, survey and construction phase services relative to any of the CITY's public improvement projects including roadways and intersections, traffic, water, wastewater, reuse, water, storm drainage systems, parks and landfills as further outlined herein and as provided for in future Authorizations.

2. **STUDY AND REPORT SERVICES:**

The CITY ENGINEER agrees to conduct engineering, surveying, field-testing and investigations, studies and to prepare engineering reports and cost estimates pertaining to specific assignments as may be authorized by the CITY.

3. **PROJECT DESIGN SERVICES:**

As may be authorized by the CITY:

- (a) The CITY ENGINEER agrees to prepare a Design Report for immediate action improvements. The Design Report shall set forth the design basis, criteria, assumptions, schematics, materials and equipment evaluation and preliminary selection with capacities, description and such other material as may be appropriate to thoroughly describe the intended design. One (1) copy of the Design Report shall be submitted to the CITY's representative. The CITY ENGINEER agrees not to proceed with detailed project design until such time as the CITY shall approve the Design Report.

- (b) The CITY ENGINEER agrees to prepare the detailed design for any project which has been approved by the CITY. The detailed design shall include detailed construction drawings, specifications and contract documents suitable for inviting construction bids for such projects as may be authorized by the CITY. The work shall include the preparation of an estimate of probable cost of construction based upon completed construction plans. Complete sets of drawings in pdf and Autocad, specifications and contract documents in pdf and Word document shall be submitted to the CITY by the CITY ENGINEER for each project.
- (c) The CITY ENGINEER shall confer as authorized with officials of State, Federal and local agencies having jurisdiction during the preparation of the drawings and specifications and shall assist the CITY in obtaining approval of the same and in obtaining required permits from and agreements with such agencies.
- (d) The services to be furnished under this paragraph do not include the making of borings or soil bearing tests. Such tests may be provided as supplementary and special services pursuant to Paragraph 6.

4. **GENERAL SERVICES DURING CONSTRUCTION:**

As may be specifically authorized in writing by the CITY:

- (a) The CITY ENGINEER agrees to furnish general engineering services during construction of projects for which drawings, specifications and contract documents have been previously prepared by the CITY ENGINEER or accepted by the CITY ENGINEER as being suitable for use. The services shall include advice and assistance to the CITY in the receipt and analysis of bids and the award of construction contracts, advice during construction, preparation of such sketches as are needed to resolve actual field conditions, review of shop drawings and working drawings submitted by the contractors, periodic observations of work in progress, review of cost estimates for payments to the contractors during the progress of and upon completion of the contracts, and observation of the final testing and final inspection of the completed works.
- (b) The CITY ENGINEER agrees to prepare and submit monthly progress reports covering the general progress of the work and describing problems or factors contributing to delay.

5. **RESIDENT ENGINEER OR INSPECTOR SERVICES:**

As may be specifically authorized in writing by the CITY:

- (a) The CITY ENGINEER agrees to furnish a chief resident engineer or inspector and construction inspectors for inspection of construction and assistants (including other field staff, related office management and clerical staff) as may be needed, all of whom shall be under the general direction and instruction of the CITY ENGINEER.
- (b) The CITY ENGINEER agrees to prepare and submit daily reports of the field staff describing the general working conditions, areas of construction activity, all tests performed and special and unusual events.
- (c) The CITY ENGINEER agrees to arrange for and accompany CITY officials in partial payment and final payment inspections of the construction as may be authorized.

6. SUPPLEMENTARY AND SPECIAL SERVICES

The CITY ENGINEER agrees to furnish any one or more of the following supplementary and special services that pertain to the specific assignments herein when authorized by the CITY from time to time:

- (a) To make the necessary field surveys (including easement plans and description) not otherwise provided by the CITY.
- (b) To prepare necessary State and Federal grant application forms; to provide additional engineering services, special plans and descriptions, as may be required to assist the CITY in obtaining various Permits and approvals for construction and operation; and to prepare for and attend public meetings and hearing as may be authorized by the CITY.
- (c) To furnish extra copies of drawings, specifications, contract documents, special drawings, reports and similar documents.
- (d) To review materials and equipment submittals tendered by bidders and contractors when such submittals are alternatives to those specified or previously approved.
- (e) To review and report on claims for extra compensation or time extensions submitted by contractors.
- (f) When requested by the CITY, to prepare and submit proposed contract change orders.
- (g) To prepare a set of record drawings in electronic format or an 11" x 17" paper set of the completed work based upon marked-up prints, drawings, and other data furnished by the contractor to the CITY ENGINEER showing those changes made during the construction process and which the CITY ENGINEER considers significant. Once submitted no changes to these documents are to be made without written authorization of the CITY ENGINEER.
- (h) To revise previously approved studies, reports, design documents, drawings, and specifications.
- (i) To prepare detailed renderings, exhibits or scale models of projects.
- (j) To furnish such services as advice and assistance in the organization of an operation and maintenance staff, in the delegation of routine operating duties, in the organization of sampling and analyses, in the operating and testing of equipment, in the preparation of operating and laboratory report forms, in the adjustment of treatment processes for more efficient performance and to assist in the operation of the facilities.
- (k) To prepare operation and maintenance manuals for the use of CITY personnel for selected projects.
- (l) To conduct investigations and prepare reports pertaining to operations, maintenance and overhead expenses; to prepare rate schedules, earning and expense statements, feasibility studies, appraisals and valuations; to prepare detailed quantity surveys of material and labor; and to prepare material audits or inventories required for certification of force account construction performed by the CITY.
- (m) To perform additional services resulting from projects involving more than one general construction contract, separate construction contracts for different building trades, or separate equipment contracts.
- (n) To perform additional services in connection with the rejection and rebidding of construction projects.

- (o) To inspect a project prior to the expiration of the guarantee period and to report observed discrepancies under guarantees provided by the construction contract.
- (p) To perform additional services during construction made necessary by work damaged by fire or other cause during construction; prolongation of the construction contract time by more than twenty-five percent (25%); acceleration of the work schedule involving services beyond normal working hours; or contract default due to delinquency or insolvency.
- (q) To serve as an expert witness for the CITY in any litigation or arbitration and to assist the CITY in preparing for litigation or arbitration.
- (r) To advise and assist in wholesale service agreements, service area establishment, capital improvement planning, planning services in accordance with Chapter 9J5 Comprehensive Planning Act requirements and other services as requested by the CITY.
- (s) To secure sub-consultant services such as geotechnical and landscape architecture services as they may be required from time to time on a specific project basis.

7. COVENANTS BY THE CITY OF NEW PORT RICHEY:

The CITY hereby covenants and agrees:

- (a) To promptly pay such fees as due and payable to the CITY ENGINEER according to the schedule set forth in the Agreement for services authorized and performed.
- (b) To withhold the amounts of liquidated damages and extra engineering costs from moneys due contractors in accordance with the recommendations of the CITY ENGINEER.
- (c) To appoint a representative with respect to particular work to be performed under this Agreement. This representative shall have authority to transmit instructions, receive information, and transmit interpretations and definitions of the CITY's policy and decisions pertinent to the work covered by the Agreement.
- (d) To make available at no cost to the CITY ENGINEER all existing records, reports, maps, plans aerial photographs or other data which may be required for work under this Agreement, and to provide full information as to the CITY's requirements for any work authorized hereunder.
- (e) To make facilities and properties available and accessible for inspection by the CITY ENGINEER, and to provide labor and safety equipment as required by the CITY ENGINEER if authorized by the CITY, and to guarantee access to and make all provisions for the CITY ENGINEER to perform their work under this agreement.
- (f) To advertise for proposals for construction projects as budgeted from qualified bidders, open the proposals at the appointed time and place and pay for all costs incidental thereto.
- (g) To provide such legal, accounting and insurance counseling services as may be required for project.
- (h) To give prompt written notice to the CITY ENGINEER whenever the CITY observes or otherwise becomes aware of any defect in a project.

- (i) To give careful and reasoned consideration to the findings and recommendations of the CITY ENGINEER and to respond in a timely manner so as not to unduly delay the work.

8. AUTHORIZATION OF WORK:

All work to be performed by the CITY ENGINEER under this Agreement shall first be authorized by the CITY Council or their authorized representative, pursuant to the following procedures:

- (a) For the engineering services relative to the assignment as stated in the Agreement, the fees shall not exceed the CITY's approved budget for current fiscal year for such assignment.
- (b) The CITY Manager may authorize work under this Agreement where the total cost of engineering services is not expected to exceed \$10,000.00.
- (c) For work expected to cost more than \$10,000.00, an authorization shall be approved by the City Council and transmitted to the CITY ENGINEER through the CITY's representative appointed in accordance with paragraph 7(c) above. Authorizations approved by the City Council shall contain a description of the work to be undertaken, reference to the appropriate paragraphs of this Agreement for payment of the work. The authorization shall also contain a budget amount of the fee to be paid based upon the applicable method for calculating the fee, and such budget amount shall not be exceeded unless prior written approval by the CITY. The form and format of the budget shall be in sufficient detail so as to identify the various elements of cost and shall be subject to approval of the CITY.
- (d) The authorization may contain additional instructions or provisions specific to the authorized work for the purpose of expanding upon certain aspects of this Agreement pertinent to the work to be undertaken. Such supplemental instruction or provisions shall not be construed as a modification of the Agreement.

9. PAYMENT FOR SERVICES:

The CITY agrees to pay the CITY ENGINEER for all services authorized and performed subject to the project budget set out in each authorization of work, either the hourly method of payment based on fees established in Schedule A attached or the sum of the following (referred to as the multiplier method):

- (a) Direct salaries paid to all personnel of the CITY ENGINEER for time engaged directly on the project including engineers, planner, environmental scientists, surveyors, designers, drafters, specifications writers, estimators, other technical personnel, stenographers, typists and clerks at rates provided annually or hourly method per the attached Schedule "A".
- (b) Indirect salary costs which are the costs of customary and statutory fringe benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workmen's compensation, health and retirement benefits, sick leave, vacation and holiday pay, and incentive pay. Indirect salary costs shall be calculated as a percentage of the direct salaries charged to the project. Current provisional fringe benefit rate is 0.36 (36%) and may be renegotiated as of October 1, 2010 and each successive year, thereafter.
- (c) Overhead cost calculated as a percent of the direct salary cost chargeable to the project pursuant to Paragraphs 9 (a) and (b) above. Current provisional overhead rate is 1.25 (125%) and may be renegotiated as of October 1, 2010 and each successive year, thereafter.
- (d) An allowance for profit of 0.15 (15%).

- (e) For items (a), (b), (c), and (d) the total current total raw labor multiplier is 3.00.
- (f) Other direct charges including:
 - (1) Out-of-Pocket travel and subsistence expenses when authorized by the CITY. Travel when authorized shall be at the mileage rate currently in effect for CITY Personnel.
 - (2) The costs of printing reports.
 - (3) Long-Distance telephone toll charges plus taxes thereon when necessary in connection with the work.
 - (4) The actual costs of services performed by persons or entities not related to by common ownership or associated with CITY ENGINEER and authorized by the CITY.
 - (5) An agreed upon charge for specifically authorized use of CITY ENGINEER's special computer programs.
 - (6) Outside computer services at the actual invoiced cost to the CITY ENGINEER.

In the alternative, such other method or methods for calculating the fee as may be mutually agreed upon in advance by the parties hereto.

All fees shall be invoiced monthly and are due and payable monthly. The amount due shall be determined as the costs are incurred for services performed using the multiplier or hourly method of compensation defined above and in proportion to the work completed to the total work for services performed when a lump sum method of compensation is used. No payment shall be made for fees for any services where the fees exceed the budget amount made a part of the authorization of work unless the procedures set forth in Paragraph 8 hereof for approval of such excess fees are satisfied.

If during and after the completion of the drawings, specification and contract documents described in Paragraph 3, and in accordance with the directions of the CITY it becomes advisable to review or revise the drawings, specifications or contract documents for reasons beyond the control of the CITY ENGINEER such as, but not limited to, changes in Federal or State law, rules, regulations or other requirements or lapses in time between completion of design and bidding, payment for such review, revision or revisions shall be made to the CITY ENGINEER according to such method or methods of calculating the fee as may be mutually agreed upon in advance in writing. Changes or revisions shall be made only upon written authorization of the CITY directing such changes, review or revisions to be made by the CITY ENGINEER. Work in conjunction with such changes or revisions shall be paid for at a mutually agreed upon lump sum or at the rates of payment described above.

10. PROHIBITION AGAINST CONTINGENT FEES:

The CITY ENGINEER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CITY ENGINEER, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the firm, any fee, commission, percentage; gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

11. LIFE AND LIMITATIONS OF AGREEMENT:

- (a) This Agreement shall remain in full force and effect from October 1, 2015 and running through December 31, 2015, and thereafter may be renewed by City Council upon the same terms and conditions or upon such revised terms and conditions as mutually agreed upon by both parties, for successive years until terminated by either party, except that as to work completed under this Agreement prior to notice of termination, this Agreement shall continue in full force and effect until all of the payments are made to the CITY ENGINEER for such completed work. Services rendered and payments made under this Agreement are contingent upon sufficient funds being budgeted and appropriated by the City.
- (b) It is agreed that the CITY ENGINEER shall not be required to enter upon any facility or property which the CITY ENGINEER believes to be hazardous, dangerous or unsafe.
- (c) It is agreed that reproducible copies of all reports, tests, specifications and mylar record drawings will be the property of the CITY and shall be delivered to them at the completion of a project.
- (d) It is agreed that any equipment, materials or supplies for which the CITY pays a direct charge pursuant to this Agreement shall become the property of the CITY upon completion of the project for which the particular item was specifically purchased, or in the event the item is to be used in more than one project the completion of the CITY ENGINEER's use of such item, but in either event not later than termination of this Agreement.

12. TERMINATIONS:

This Agreement may be terminated by either party without cause upon sixty (60) days written notice to the other party. This Agreement may be terminated upon failure of the CITY, or any other funding agency, to appropriate funds for a particular project in any fiscal year. This agreement may be terminated by the CITY in the event the principal representative to the CITY, Mr. Steven R. Wasson, P.E., is terminated or otherwise leaves Florida Design Consultants, Inc. If terminated for any of the above reasons, the CITY ENGINEER shall complete and be paid in accordance with Paragraph 9, herein for all work previously completed under this Agreement. This agreement may be terminated with cause upon thirty (30) days written notice.

In the event the parties become involved in any claim, controversy, dispute or law suit regarding any provisions in the Agreement, the prevailing party shall be entitled to an award of a reasonable attorney fee as well as reimbursement for all costs incurred in any such matter.

13. **WARRANTY AND LIABILITY:**

Florida Design Consultants, Inc. warrants that its services are performed, within the limits prescribed by its Clients, with the usual thoroughness and competence of the consulting profession, with special knowledge of the design engineering of public infrastructure, in accordance with the standard for professional services at the time those services are rendered.

Florida Design Consultants, Inc. liability shall be limited to injury or loss caused by the negligence of Florida Design Consultants, Inc., its subcontractors and/or agents hereunder. As CITY ENGINEER, Florida Design Consultants, Inc. is performing the ministerial functions of the CITY, for the CITY and shall enjoy the sovereign immunity of the CITY in the performance of such functions.

Florida Design Consultants, Inc. shall carry liability insurance for injury or loss arising from comprehensive general and automobile exposures at a minimum of \$100,000 per individual, \$300,000 per occurrence. Florida Design Consultants, Inc. shall carry professional liability insurance in an amount not less than \$1,000,000.00. Florida Design Consultants, Inc. shall be named as an additional insured in all certificates of insurance provided to the CITY wherein the CITY is named as an additional insured.

WHEREFORE, the parties have executed the Agreement this day and date first written above.

Witness:



Signature

Robert C. Wright Jr

Printed Name



Signature

KATH MAZUR

Printed Name

Attest:

City Clerk Signature

Printed Name

Florida Design Consultants, Inc.



Steven R. Wasson, P.E.

City Engineer

9-02-2015

Date

City of New Port Richey, Florida

Mayor-Council Member Signature

Printed Name

Date

Approved as to Form

City Attorney Signature

Printed Name

**CITY OF NEW PORT RICHEY
SCHEDULE A
THROUGH DECEMBER 31, 2015**

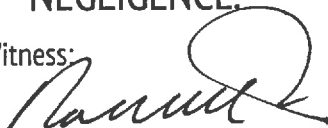
<u>Classification</u>	<u>Hourly Rate Schedule</u>
Principal	\$160.00
Sr. Project Manager	\$135.00
Project Manager	\$115.00
Senior Engineer	\$110.00
Construction Manager	\$100.00
Project Coordinator	\$100.00
Project Engineer	\$100.00
Sr. Field Representative	\$95.00
Landscape Architect	\$90.00
Sr. Designer	\$90.00
Designer	\$80.00
ACAD Technician	\$75.00
Sr. Ecologist	\$115.00
Ecologist	\$90.00
Director of Survey	\$110.00
Construction Survey Manager	\$110.00
Survey Project Manager	\$100.00
Field Crew Supervisor	\$100.00
Project Surveyor	\$75.00
4-Man Survey Crew	\$140.00
3-Man Survey Crew	\$125.00
2-Man Survey Crew	\$100.00
Clerical	\$40.00
Expert Witness	\$190 - \$250.00

**TASK ORDER NO. 1
FLORIDA DESIGN CONSULTANTS, INC.**

- A. SCOPE OF SERVICES – The City of New Port Richey hereby authorizes the firm of Florida Design Consultants, Inc. to perform the specific services summarized on the attached statement entitled TASK ORDER NO. 1, SCOPE OF SERVICES.
- B. TIME OF COMPLETION – Work under this authorization will begin within ten (10) days following acceptance, and will be completed expeditiously subject to coordination with the City of New Port Richey administration and staff.
- C. COMPENSATION – Professional fees for this authorization will be in accordance with the rates and charges stipulated in the AGREEMENT FOR PROFESSIONAL ENGINEERING AND CONSULTANT SERVICES to the City of New Port Richey, dated _____, 2015. For the time starting October 1, 2015, and running through December 31, 2015, a maximum upset allocation of Forty One Thousand and 00/100 Dollars (\$43,550) as further described herein. Allocations made of \$36,050 for Development Department assignments and \$7,500 for Public Works Department assignments. Specific Additional Assignments may require a Specific Task Order Approval as needed. Other direct charges, i.e., reproduction, etc., will be compensated for as outlined in Article 9 of the above referenced Agreement.
- D. 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".
- E. INDIVIDUAL LIABILITY:

PURSUANT TO FLORIDA STATUTES SECTION 558.0035 (2013) INDIVIDUAL EMPLOYEES OR AGENTS OF FDC MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

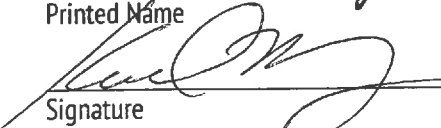
Witness:



Signature

Robert C. Wright Jr.

Printed Name



Signature

KEITH MARUK


Printed Name

Attest:

City Clerk's Signature

Printed Name

Florida Design Consultants, Inc.



Steven R. Wasson, P.E.
City Engineer

9-02-2015

Date

City of New Port Richey, Florida

Mayor-Council Member Signature

Printed Name

Date

Approved as to Form

City Attorney Signature

Printed Name

TASK ORDER NO. 1
SCOPE OF SERVICES

The CITY ENGINEER, or his representative, shall attend regularly scheduled City Council meetings, Development Review Committee meetings, and any special meetings or work sessions when requested by the City Manager or his/her designee.

The CITY ENGINEER, or his representative, shall be available to the City Council, City Manager, and Department Heads (through the City Manager's office) for general minor engineering consultation.

The CITY ENGINEER shall review plans to determine compliance with existing codes and regulatory agency requirements for general development of subdivisions and multiple developments, including review of available water supply, storm drainage, sanitary sewers, streets and site grading plans of subdivision lots and multiple developments. In addition, the CITY ENGINEER shall review site plans for commercial and industrial projects for available water supply, storm drainage, streets and sanitary sewers; review of collection of stormwater onsite and elevations of buildings as required by the CITY. The CITY ENGINEER shall report as required with recommendations regarding deficiencies as noted in review of plans and specifications for Development Review.

The CITY ENGINEER shall conduct such miscellaneous studies and assignments as may be requested by the City Manager, the City Council, or the Public Works Director.

h:\yfq and rfp\private proposals\2015\15-171\15-171.docx