

CITY OF GAINESVILLE

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

This Agreement ("Agreement") made and entered into between the CITY OF GAINESVILLE, ("CITY"), and COMPREHENSIVE ENGINEERING SERVICES, INC., a Florida Corporation, ("CONSULTANT").

WHEREAS, CITY is desirous of utilizing CONSULTANT to provide engineering services for SW 6th Street between West University Avenue and SW 5th Avenue (the "Project"); and

WHEREAS, CONSULTANT is willing and capable of performing such services.

NOW, THEREFORE, CITY and CONSULTANT agree as follows:

I. SCOPE OF SERVICES/CONTRACT DOCUMENTS

CONSULTANT shall provide engineering services for the Project; as described in and pursuant to the terms and conditions in the following documents, which if not attached, are referenced herein and made a part hereof as if fully contained herein (collectively the "Contract Documents"):

1. This Agreement
2. Scope of Work (Attachment A to this Agreement)
3. Compensation and Payment Terms (Attachment B to this Agreement)
4. City of Gainesville RFQ #PWDA-120062-DS dated July 9, 2012
5. Comprehensive Engineering Services, Inc., Response dated August 9, 2012 to RFQ No. PWDA-120062-DS

The Contract Documents constitute the entire agreement between the CITY and CONSULTANT with respect to the Project. In the event of conflict or inconsistency between the Contract Documents, the order of precedence for interpretation shall be the order in which the Contract Documents are listed above.

Future phases of the Project may, at the sole discretion of the CITY, include Post Design Services and Construction Engineering and Inspection Services. Such services will be negotiated by the parties and contracted for under separate written agreement.

II. TERM

This Agreement shall be effective upon signature of both parties (the "Effective Date") and shall expire twelve (12) months from the start date defined in the Notice to Proceed, or upon the CITY'S final acceptance of work identified in Attachment A, whichever first occurs.

III. COMPENSATION/PAYMENT

The compensation paid to CONSULTANT under this Agreement shall not exceed \$395,793.01.

CONSULTANT shall be compensated in accordance with the rates as described in Attachment B. Invoices submitted by the CONSULTANT pursuant to the Contract Documents will be reviewed by the CITY in order to confirm that services have been rendered in conformity with the Contract Documents. The invoices shall include descriptions and details of the work performed. The CONSULTANT shall provide such additional backup and documentation as requested by the CITY to verify the services rendered and invoice amounts. CONSULTANT shall not submit more than one invoice per thirty (30) day period. Upon CITY approval, the invoice will be processed for payment.

The CITY will make payment to the CONSULTANT within thirty (30) days after approval of the invoice by the CITY. Payment may be withheld by the CITY due to failure by the Consultant to perform in accordance with the Contract Documents. The CITY shall notify the Consultant of any unsatisfactory performance as soon as practicable so that, if possible, it can be corrected without delaying payment. CONSULTANT shall be paid via a CITY issued procurement card (currently VISA) or alternatively, via an electronic funds transfer (EFT).

Additional expenses must be pre-approved by the CITY before they will be approved for reimbursement. CITY may request CONSULTANT to provide copies of paid receipts, invoices, or other documentation acceptable to CITY for any approved additional expenses.

IV. TERMINATION

- (a) If the CONSULTANT fails to observe or perform in accordance with the Contract Documents (a "Default"), then the CITY, after providing at least ten (10) days written notice to the CONSULTANT of the Default and the CITY's intent to terminate if such Default continues unremedied during the ten (10) day period, may terminate this Agreement without prejudice to any other rights or remedies the CITY may have under this Agreement.
- (b) This Agreement may be terminated by the CITY, with or without cause, upon thirty (30) days written notice to the CONSULTANT. In the event this Agreement is so terminated, the CONSULTANT shall be compensated for services rendered through the effective date of the termination.

V. OWNERSHIP AND PUBLICATIONS OF MATERIALS

All reports, information, data, and other materials prepared by the CONSULTANT pursuant to the Contract Documents, except those separately identified in the Scope of Services or in other written agreements between the parties, are jointly owned by the CONSULTANT and the CITY. The CITY has the exclusive and unrestricted authority to release, publish or otherwise use, in whole or part, information contained therein and relating thereto. Any re-use without written verification or adaptation by the CONSULTANT for the specific purpose intended will be at the

CITY'S sole risk and without liability or legal exposure to the CONSULTANT. No material produced in whole or in part under the Contract Documents may be copyrighted or patented in the United States or in any other country without the prior written approval of the CITY.

VI. INDEPENDENT CONTRACTOR

CONSULTANT shall be considered as an independent contractor and as such shall not be entitled to any right or benefit to which CITY employees are or may be entitled to by reason of employment. CONSULTANT shall be solely responsible for the means, method, techniques, sequences, and procedures utilized by the CONSULTANT in the full performance of this AGREEMENT.

VII. INDEMNIFICATION

The CONSULTANT shall agree to indemnify and hold harmless the CITY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the contract.

VIII. SOVEREIGN IMMUNITY

Nothing in this AGREEMENT shall be interpreted as a waiver of the CITY'S sovereign immunity as granted under Section 768.28 Florida Statutes.

IX. TIMELINESS

The CITY and CONSULTANT further agree time is of the essence in performance of work and that work under this AGREEMENT is required to be performed in an expeditious manner and with care reasonably expected of an engineer performing these duties.

X. VALIDITY

If any provision of this AGREEMENT is contrary to, prohibited by, or deemed invalid by applicable law, rules or regulations of any jurisdiction in which it is sought to be enforced, then such provision shall be deemed inapplicable and omitted, and shall not invalidate the remaining provisions of this AGREEMENT.

XI. INSURANCE AND AUDIT

Insurance and Right to Audit are required as provided in RFQ No. PWDA-120062-DS attached hereto and incorporated by reference.

XII. VENUE

In the event of any legal proceedings arising from or related to this Agreement, venue for such proceedings shall be in Alachua County, Florida.

XIII. CONTACT PERSONS

The parties hereto designate the following persons to be contacted regarding the performance of the Contract Documents and for the giving of notices pursuant to the Contract Documents. Any notices required to be given hereunder shall be effective upon being sent by either facsimile, hand-delivery, by certified or registered mail (return receipt requested) or via overnight delivery service to the following addresses:

CITY	CONSULTANT
Stefan Broadus Project Manager City of Gainesville 405 NW 39 th Avenue Gainesville, FL 32609 352-334-5070	Ryan McGinnis Project Manager Comprehensive Engineering Services, Inc. 201 S. Orange Avenue, Suite 1300 Orlando, FL 32801-3417 407-423-1600, ext. 228

XIV. SPECIAL TERMS AND CONDITIONS

RESERVED

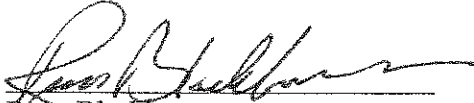
XV. ENTIRE AGREEMENT/AMENDMENT

This AGREEMENT constitutes the entire AGREEMENT between the CITY and CONSULTANT. Any modifications, amendments or alterations shall be in writing and executed by both parties prior to becoming effective.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT the day and year written below.

CITY OF GAINESVILLE

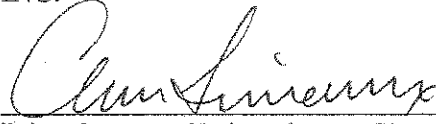
COMPREHENSIVE ENGINEERING SERVICES,
INC.



Russ Blackburn

City Manager

Date signed: 1-24-13

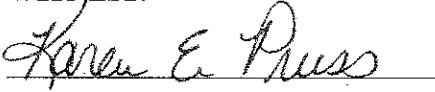


Printed name: Christopher A. Simoneaux, P.E.

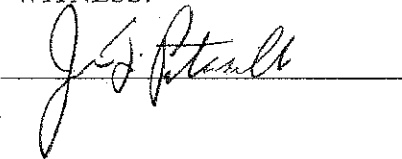
Title: President

Date signed: 1/10/13

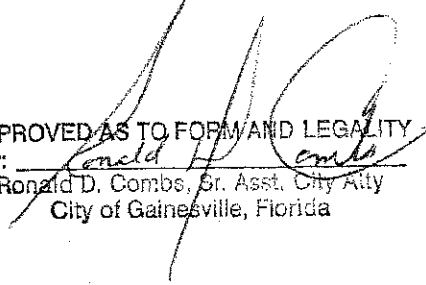
WITNESS:



WITNESS:



APPROVED AS TO FORM AND LEGALITY

By: 
Ronald D. Combs, Sr. Asst. City Atty
City of Gainesville, Florida



CERTIFICATE OF LIABILITY INSURANCE

COMPR-1

OP ID: RD

DATE (MM/DD/YYYY)

01/16/13

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER SIHLE INSURANCE GROUP, INC. P. O. BOX 160398 ALTAMONTE SPRINGS, FL 32716 Barbara E. Bachelor	407-869-0962	CONTACT NAME: Rachel Dobbs
	407-774-0936	PHONE (A/C, No, Ext): 407-389-8482 FAX (A/C, No): 407-389-3580 E-MAIL: certificates@sihle.com ADDRESS:
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Comprehensive Engineering Services, Inc. 201 S. Orange Ave., Suite 1300 Orlando, FL 32801-3417	INSURER A: Hartford Casualty	29424
	INSURER B: Hartford Underwriters Ins Co	
	INSURER C: Hartford Insurance	29424
	INSURER D: Landmark American Ins. Co.	
	INSURER E:	
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

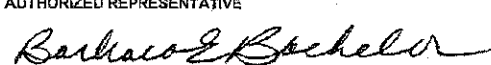
INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY:			21SBAGM6548	11/06/12	11/06/13	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> Contractual Liab.						PERSONAL & ADV INJURY \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 4,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 4,000,000
C	AUTOMOBILE LIABILITY			21UECLI9048	11/06/12	11/06/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB						PIP \$ 10,000
	EXCESS LIAB						EACH OCCURRENCE \$
	DED						AGGREGATE \$
	RETENTION \$						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			21WECEU5341	03/17/12	03/17/13	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N/A					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liab.			LHR736448	11/06/12	11/06/13	Per Claim 1,000,000
							Per Agg 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

City of Gainesville is included as Additional Insured for General Liability where required by written contract. 30 days written notice (except ten (10) days written notice for non-payment) will be given to the City for the General Liability and Automobile Liability.

CERTIFICATE HOLDER

CANCELLATION

CITYGNV City of Gainesville 200 E University Ave, Room 339 Gainesville, FL 32601	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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ATTACHMENT "A"
SCOPE OF SERVICES

This Exhibit forms an integral part of the agreement between the City of Gainesville (hereinafter referred to as the *CITY*) and COMPREHENSIVE ENGINEERING SERVICES (CES) (hereinafter referred to as the *CONSULTANT*) relative to the transportation facility described as follows: **SW 6th Street Improvements**

I. DESCRIPTION

The purpose of this project is to prepare a set of plans for future improvements to SW 6th Street from approximately SW 5th Avenue to NW 3rd Avenue. The plans shall include roadway, signing and marking, drainage, landscape and lighting design. Additional services required to develop the plans will include geotechnical design, structural design, and public involvement activities.

II. SCOPE

A. Project General Tasks

Contract Maintenance

The *CONSULTANT* Project Manager shall perform the following:

1. Setup and maintenance of project files, hard copy and electronic. Copies will be provided to the *CITY* at the end of the project or upon request.
2. Progress reports, weekly or monthly, as necessary, and as agreed upon by the *CITY* and *CONSULTANT*.
3. Within ten (10) days after the Notice to Proceed, the *CONSULTANT* shall provide a schedule of calendar milestones and deadlines accompanied by an anticipated payout curve. Provide project schedule detailing project start date, end date, activity durations and dependencies, milestones, anticipated payout curve, etc. Update schedule monthly highlighting changes and status of project with each progress report.

The *CONSULTANT* shall attend coordination meetings with the *CITY* as necessary. The *CONSULTANT* shall also be available with no more than a five (5) workday notice to attend meetings or make presentations at the request of the *CITY*. Such meetings and presentations may be held at any hour between 8:00 A.M. and 12:00 midnight on any day of the week.

Public Involvement

The *CONSULTANT* shall lead the Public Involvement efforts to inform the citizens, the appropriate state and local agencies, and the responsible appointed and elected public officials. The *CONSULTANT'S* role in the public involvement effort shall include the following:

- a. Prepare presentation materials and graphics.
- b. Direct all public involvement meetings
- c. Respond to public comments.

The *CONSULTANT* shall provide these services for up to two (2) public meetings.

In addition to the public meetings described above, the *CONSULTANT* shall also attend a "Basis of Design Meeting", organized and directed by the *CITY*, which shall be open to the public. The *CONSULTANT* shall prepare the presentation materials for this meeting.

Specifications Package Preparation

The *CONSULTANT* shall prepare and provide a complete specifications package. The specifications package shall include bid tabs, general conditions, supplemental and special conditions and technical specifications.

B. Roadway Analysis

Typical Section

The *CONSULTANT* shall prepare a Typical Section Package depicting the proposed configuration of the roadway within in segment of the corridor. The *CONSULTANT* shall submit the package to the *CITY* for approval prior to the 30% plans submittal date.

Pavement Design

The *CONSULTANT* shall provide the pavement design for the project.

Roundabout Feasibility Study

The *CONSULTANT* shall perform a study to determine the feasibility of constructing a roundabout at the intersection of SW 6th Street and SW 4th Avenue. Operational evaluations will be conducted using appropriate analysis software and a safety evaluation will be derived from a recent four year crash history. The study shall also consider existing and anticipated future traffic volumes. A formal study will be developed documenting the results of the analyses.

The *CONSULTANT* shall develop a preliminary layout of the roundabout to determine potential impacts to utilities and the need for acquiring right-of-way. A construction cost estimate for the roundabout shall also be developed. The effort for preparing the roundabout construction plans is not included in this task item. Construction plans for the roundabout (if required) will be developed under the work effort for the other Roadway Analysis tasks.

Design Files

The *CONSULTANT* shall design the geometrics using the design standards that are most appropriate with proper consideration given to the design traffic

volumes, design speed, capacity and levels of service, functional classification, adjacent land use, design consistency and driver expectancy, aesthetics, pedestrian and bicycle concerns and ADA requirements.

Cross Section Files

The *CONSULTANT* shall develop cross section files depicting the proposed roadway template and existing topographic features. Depicted information shall include the estimated location of existing utilities known to the *CONSULTANT*.

Traffic Control Analysis

The *CONSULTANT* shall design a safe and effective Traffic Control Plan to move vehicular and pedestrian traffic during all phases of construction. The design shall include construction phasing of roadways ingress and egress to existing property owners and businesses, routing, signing and pavement markings, and detour quantity tabulations. Special consideration shall be given to the construction of the drainage system when developing the construction phases. Positive drainage must be maintained at all times. The *CONSULTANT* shall investigate the need for temporary traffic signals, temporary lighting, alternate detour roads, and the use of materials such as sheet piling in the analysis. Prior to proceeding with the Traffic Control Plan, the *CONSULTANT* shall meet with the appropriate agencies, businesses and property owners. The purpose of this meeting is to provide information to the *CONSULTANT* that will better coordinate the Preliminary and Final Traffic Control Plan efforts.

Design Report

The *CONSULTANT* shall submit to the *CITY* design notes, data, and calculations to document the design conclusions reached during the development of the plans.

C. Roadway Plans

The *CONSULTANT* shall prepare Roadway and Drainage plan sheets, notes, and details. The plans shall include the following sheets necessary to convey the intent and scope of the project.

1. Cover Sheet
2. Drainage Map
3. Typical Section Sheets
4. General Notes
5. Summary of Quantities
6. Summary of Drainage Structures
7. Plan/Profile Sheet
8. Plan Sheet
9. Intersection Layout Details (for roundabout at 4th Avenue)
10. Drainage Structure Sheets
11. Miscellaneous Detail Sheets

12. Miscellaneous Drainage Detail Sheets
13. Retention/Detention Ponds Detail Sheet
14. Roadway Soil Survey Sheet
15. Cross Sections
16. Traffic Control Detail Sheets
17. Utility Adjustment Sheets
18. Erosion Control Plan
19. Stormwater Pollution Prevention Plan (SWPPP)
20. Project Control Network Sheet

D. Drainage Analysis

The *CONSULTANT* shall analyze and document Drainage Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

The *CONSULTANT* shall be responsible for designing a drainage and stormwater management system. All design work shall comply with the requirements of the appropriate regulatory agencies and the *CITY*.

The *CONSULTANT* shall coordinate fully with the appropriate permitting agencies and *CITY* staff. All activities and submittals should be coordinated through the *CITY*'s Project Manager. The work will include the engineering analyses for any or all of the following:

Design of Stormwater Management Facility

The *CONSULTANT* shall design stormwater management facilities to meet requirements for stormwater quality treatment and attenuation. Develop proposed pond layout (shape, contours, slopes, etc.), perform routing calculations, and design the outlet control structure.

Design of Storm Drains

The *CONSULTANT* shall develop a "working drainage map", determine runoff, inlet locations, and spread. Calculate hydraulic losses. Determine Design Tailwater and, if necessary, outlet scour protection.

Drainage Design Documentation Report

The *CONSULTANT* shall compile drainage design documentation into report format. Include documentation for all the drainage design tasks and associated meetings and decisions.

Temporary Drainage Analysis

The *CONSULTANT* shall evaluate and address drainage to adequately drain the road and maintain existing offsite drainage during all construction phases. Provide documentation.

E. Utilities

The *CONSULTANT* shall identify utility facilities and secure agreements, utility work schedules, and plans from the Utility Agency Owners (UAO) ensuring no conflicts exist between utility facilities and the *CITY's* construction project. The *CONSULTANT* shall certify all utility negotiations have been completed with arrangements made for utility work to be undertaken.

Utility Meetings

The *CONSULTANT* shall schedule (time and place), notify participants, and conduct Utility meetings with all affected UAO(s). The *CONSULTANT* shall be prepared to discuss drainage, traffic signalization, maintenance of traffic (construction phasing), review the current design schedule and letting date, evaluate the utility information collected, provide follow-up information on compensable interest requests, discuss the utility work by highway contractor option with each utility, discuss any future design issues that may impact utilities, etc., to the extent that they may have an effect on existing or proposed utility facilities with particular emphasis on drainage and maintenance of traffic with each UAO. The intent of these meetings shall be to identify and resolve conflicts between utilities and proposed construction prior to completion of the plans, including utility adjustment details. Also recommend resolution between known utility conflicts with proposed construction plans as practical. The *CONSULTANT* shall keep accurate minutes of all meetings and distribute a copy to all attendees.

Review Utility Markups

The *CONSULTANT* shall review utility marked up plans individually as they are received for content and coordinate review with the designer.

Utility Coordination/Followup

This includes follow-up, interpreting plans, and assisting and the completion of the UAO(s) work schedule and agreements. Includes phone calls, face-to-face meetings, etc., to motivate and ensure the UAO(s) complete and return the required documents in accordance with the project schedule. Ensure the resolution of all known conflicts. This task can be applied to all phases of the project.

Collect and Review Plans and Data from UAO(s)

The *CONSULTANT* shall make Determinations (Compensable Interest, Easements, Coordinate, Analyze). Ensure information (utility type, material and size) is sent to the designer for inclusion in the plans.

Certification/Close-Out

This includes hours for preparation of the Utility Certification Letter. The *CONSULTANT* shall certify to the appropriate *CITY* representative the following:

All utility negotiations (Full execution of each agreement, approved Utility Work Schedules, technical special provisions written, etc.) have been

completed with arrangements made for utility work to be undertaken and completed as required for proper coordination with the physical construction schedule.

OR

An on-site inspection was made and no utility work will be involved.

OR

Plans were sent to the Utility Companies/Agencies and no utility work is required.

Underground Utility Verification (SUE)

The *CONSULTANT* shall locate underground utilities by non-destructive excavation to determine size, type and location of existing utility, as necessary for final 3-dimensional verification. Includes analysis and processing of all field collected data.

F. Environmental Permitting Services

The *CONSULTANT* shall notify the *CITY's* Project Manager in advance of all scheduled meetings with the regulatory agencies to allow a *CITY* representative to attend. The *CONSULTANT* shall copy in the Project Manager on all permit related correspondence and meetings.

Preliminary Project Research

The *CONSULTANT* shall perform preliminary project research and shall be responsible for early identification of and coordination with the appropriate regulatory agencies to assure that design efforts are properly directed toward permit requirements.

Complete and Submit All Required Permit Applications

The *CONSULTANT* shall collect all of the data and information necessary to obtain the stormwater permits required to construct the project.

The *CONSULTANT* shall prepare each permit application for *CITY* approval in accordance with the rules and/or regulations of the environmental agency responsible for issuing a specific permit and/or authorization to perform work.

Permit Fees

The *CITY* shall pay all environmental permitting review fees.

G. Structural Analysis and Design

The *CONSULTANT* shall provide Design Documentation to the *CITY* with each submittal consisting of structural design calculations and other supporting documentation developed during the development of the plans. The design calculations submitted shall adequately address the complete design of all structural elements to include:

1. Mast Arm Evaluation at University Avenue to determine feasibility of reusing the existing mast arm structures to accommodate signal head modifications associated with the proposed northbound and southbound lane configurations.
2. Special design drainage junction box

H. Signing and Pavement Marking Analysis and Design

The *CONSULTANT* shall analyze and document Signing and Pavement Markings Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

Design Files

The *CONSULTANT* shall prepare the Signing & Marking Design file to include all necessary design elements and all associated reference files.

I. Signing and Pavement Marking Plans

The *CONSULTANT* shall prepare signing and pavement marking plans, notes, and details. The plans shall include the following sheets necessary to convey the intent and scope of the project.

1. Cover Sheet
2. Tabulation of Quantities
3. General Notes
4. Plan Sheets
5. Special Details
6. Signal Relooping Details

J. Traffic Signal Analysis and Design

Design File

The *CONSULTANT* design shall include relooping the signalized intersections. Plan Sheets required for the relooping shall be included in the Signing and Pavement Marking Plans.

Traffic Data Collection

The *CONSULTANT* shall perform all effort required for traffic data collection, including 24 hr. machine counts and 8 hr. turning movement counts.

K. Aesthetic Lighting Analysis and Design

The *CONSULTANT* shall analyze and document Lighting Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

Voltage Drop Calculations

GRU will perform the Voltage drop calculations for the lighting design.

Design Files

The *CONSULTANT* shall prepare the Lighting Design file to include all necessary design elements and all associated reference files.

Design Documentation

The *CONSULTANT* shall submit Roadway Lighting Design Documentation with each lighting plans submittal under a separate cover.

L. Aesthetic Lighting Plans

The *CONSULTANT* shall prepare a set of Lighting Plans in accordance with the Plans Preparation Manual, which includes the following:

1. Cover Sheet
2. Tabulation of Quantities
3. General Notes/Pay Item Notes
4. Pole Data and Legend & Criteria
5. Service Point Details
6. Plan Sheet
7. Special Details

M. Landscape Architecture Analysis and Design

The *CONSULTANT* shall analyze and document Landscape Architecture Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

Data Collection

The *CONSULTANT* shall collect data necessary to complete the initial design analysis. Includes identifying local ordinances and collection of other project data.

Site Inventory and Analysis

The *CONSULTANT* shall identify opportunities and constraints for the proposed project based on existing site conditions. Summary of analysis, if required, is included in conceptual design.

Planting Design

Conceptual Design: Includes delineation of all proposed planting types, scheme development and preliminary costs, and areas and reports.

Final Design: Includes identifying the species/type, size, location, spacing and quality of all plants.

Irrigation Design

Conceptual Design: Typically not done in design file. Includes determination of water and power sources. Phase I design level.

Final Design: Includes all work in design files. Irrigation design includes, but is not limited to, the locations and sizes of pumps, pump stations, mainlines, lateral lines, irrigation heads, valves, backflow and control devices.

Hardscape Design

Conceptual Design: Includes delineation of all hardscape elements and preliminary costs.

Final Design: Includes all work in design files. Design includes, but is not limited to, the location, type, and size of all proposed elements.

Cost Estimate

The *CONSULTANT* shall prepare cost estimates for each submittal. The estimate shall utilize quantities determined by the *CONSULTANT* during the design and unit costs available from the Florida Department of Transportation (FDOT) historical construction cost data.

N. Landscape Architecture Plans

The *CONSULTANT* shall prepare a set of Landscape Plans which includes the following.

3. General Notes
4. Planting Details for Linear Roadway Projects
5. Planting Details and Notes
6. Irrigation Plans for Linear Roadway Projects
7. Irrigation Details and Notes
8. Hardscape Plans
9. Hardscape Details and Notes

O. Survey

It is anticipated that the survey data for this project will not be subject to FDOT review. If FDOT review is required, additional effort will be needed above that effort estimated for this scope in order to provide survey data in FDOT compliant delivery format.

The *CONSULTANT* shall perform survey tasks in accordance with all applicable statutes, manuals, guidelines, standards, handbooks, procedures, and current design memoranda. The *CONSULTANT* shall utilize, to the maximum extent feasible,

existing survey data available for the corridor. This includes known existing survey performed by CHW, Inc. along a portion of the subject corridor. The following outlines the specific approach to be utilized within each roadway segment.

Horizontal Project Control

Establish/Recover Horizontal Control for project limits. Horizontal Datum to match provided CHW Topographic Survey, once determined.

Vertical Project Control

Establish/Recover Vertical Control for project limits. Vertical Datum to match provided CHW Topographic Survey stated as NAVD 88.

Alignment and Existing Right of Way Lines

Establish and station an alignment for the project. Identify and accurately depict existing right of way lines for the project limits. Right of way lines will be determined from FDOT Right of Way Maps (University Ave intersection), plats, and/or last deeds of record. Adequate lot corners, block corners and permanent reference monuments shall be located to correctly delineate the right-of-way. All side lot lines located shall be based on found monumentation and recorded plats and/or legal descriptions. Construction plans shall show the limits of all platted easements, lots and block numbers, subdivision names and house numbers abutting the project corridor. Also perform right of way survey of SW 5th Place between SW 4th Ave and SW 5th Ave and of trail right of way from SW 2nd Avenue to NW 3rd Avenue.

Topography/Drainage/Sanitary

University Ave to 100 feet North of NW 3rd Ave (+/- 800 feet) - Perform topographic survey (right of way to right of way) including above ground features and improvements with sufficient density for the purpose of creating a digital terrain model (DTM). Collect all breaklines, high and low points and drainage/sanitary system information. Topography to include 50 feet down each side street from curb returns. DTM will be in Autocad 2007 Land Development Desktop format.

SW 5th Ave to University Avenue (+/- 1400 feet) - Perform field walk update and perform three typical check cross sections at beginning, middle and end of CHW Topographic Survey. Check cross sections are only to perform comparison and validate the data. **CONSULTANT** also to check 6 manhole rim elevations evenly spread throughout the project to confirm elevations are relative to NAVD 88. CHW Survey and DTM will not be certified by the **CONSULTANT**. CHW Topographic Survey will be supplemented at side streets when not mapped to 50 feet from curb returns. At SW 4th Ave, survey to be supplemented to 250 feet east of curb returns east of SW 6th Street.

Underground Utilities

SW 4th Avenue to 100 feet north of NW 3rd Avenue

Designate all utilities right of way to right of way on SW 6th Street and at side streets to 50 feet from curb returns. At SW 4th Ave, designation will be performed to 250 feet east of curb returns east of SW 6th Street. VVH's are to be performed on all utilities at 200 foot intervals on SW 6th and on all utilities on the side streets within the proposed path of the new drainage system.

Dimensions and orientation of utility structures such as communication and electrical manholes are to be field verified and mapped by either performing VVH's on the corners or by obtaining inside dimension measurements as part of the S.U.E. process.

Sketches and Legal Descriptions for Proposed Right of Way Requirements

Includes coordination with CES for the evaluation and calculations and preparation of legal descriptions for the required right of way. Mapping of required Right of way is not included in the survey effort.

P. Geotechnical

The *CONSULTANT* shall provide geotechnical services as input to the roadway and drainage design. Specifically, the services will be comprised of the following.

- Stake boring locations, coordinate utilities, and perform reconnaissance of the subject site.
- Perform along the shoulders of the subject alignment.
- Perform auger borings in the area of the proposed stormwater treatment areas (i.e. rain gardens, linear ponds) and provide soil permeability data as input to the stormwater analyses.
- Obtain bulk soil samples along the proposed roadway alignment for Limerock Bearing Ratio (LBR) testing.
- Perform visual classification and limited laboratory testing of the soil samples obtained from the borings. Laboratory testing may include grain size analysis, organic content tests, moisture content tests and/or Atterberg Limits analysis to aid visual classification of soil types.
- Existing Pavement Cores

The exploration will be supervised by a qualified geotechnical engineer registered in the State of Florida, and the results of the exploration will be presented in a geotechnical report. This report will address the following items:

- Existing site conditions.
- Exploration, testing, and sampling methods.
- Subsurface soil conditions encountered and soil classifications.
- Depth to groundwater at the time of the exploration and estimated seasonal high groundwater levels.
- Geotechnical engineering recommendations regarding roadway design and construction which shall be included in the roadway plans.

Q. Cost Estimate

The *CONSULTANT* shall prepare cost estimates for each design submittal. The estimate shall utilize quantities determined by the *CONSULTANT* during the design and unit costs available from the Florida Department of Transportation (FDOT) historical construction cost data.

R. Design Criteria

The services performed by the *CONSULTANT* shall be in compliance with all applicable Manuals and Guidelines. The current edition, including updates, of the following Manuals and Guidelines shall be used in the performance of this work. It is understood that AASHTO criteria shall apply as minimum policy.

- Florida Greenbook
- Florida Statutes
- Florida Administrative Codes
- Applicable federal regulations and technical advisories
- FDOT Plans Preparation Manual
- FDOT Design Standards
- Highway Capacity Manual
- Manual of Uniform Minimum Standards for Design, Construction, and Maintenance for Streets and Highways
- Bicycle Facilities Planning and Design Manual
- Location Survey Manual
- EFB User Guide
- Drainage Manual
- Soils and Foundations Manual
- Structures Design Guidelines CADD Manual (No. 625-050-001)
- AASHTO - An Information Guide for Highway Lighting
- CADD Production Criteria Handbook
- MTPO Urban Design Policy Manual
- City of Gainesville Design Manual
- City of Gainesville Ordinances and Policies

S. Quality Control

The *CONSULTANT* shall be responsible for insuring that all work products conform to *CITY* standards and criteria. This shall be accomplished through an internal Quality Control (QC) process performed by the *CONSULTANT*. This QC process shall insure that quality is achieved through reviewing and checking the work. Objective and qualified individuals, who were not directly responsible for performing the initial work, shall perform this work.

T. Correspondence

Copies of all written correspondence between the *CONSULTANT* and any party pertaining specifically to this project shall be provided to the *CITY* for their records within one (1) week of the receipt of said correspondence.

U. Computer Automation

The project will be developed utilizing Computer Aided Drafting and Design (CADD) systems. The *CONSULTANT* will submit final documents and files as described herein.

V. Coordination with Other Consultants and Entities

The *CONSULTANT* is to coordinate their work with any ongoing and/or planned projects that may affect this contract. The *CONSULTANT* is to coordinate with local governmental entities to ensure design and right-of-way requirements for the project are compatible with local public works improvements and right-of-way activities.

W. Liaison Office

The *CITY* will designate a Liaison Office and a Project Manager who shall be the representative of the *CITY* for the Project. While it is expected the *CONSULTANT* shall seek and receive advice from various State, regional, and local agencies, the final direction on all matters of this Project remain with the *CITY* Project Manager.

III. SERVICES TO BE PERFORMED BY THE CITY

The *CITY* will provide those services and materials as set forth below:

- Project data currently on file.
- Provide the current list of property owners and their addresses.
- Prepare and distribute notification of the meetings, and determine the schedule and location of the meetings
- Crash Data
- Existing Boundary and Topographic Survey

- All available information in the possession of the *CITY* pertaining to utility companies whose facilities may be affected by the proposed construction.
- All future information that is in possession or may come to the *CITY* pertaining to subdivision plans, so that the *CONSULTANT* may take advantage of additional areas that can be utilized as part of the existing right-of-way.
- Existing right-of-way maps.
- Provide contract administration and provide management services and technical reviews of all work associated with the development and preparation of the Engineering plans for the transportation facility.

IV. DELIVERABLES

The project will be developed utilizing Computer Aided Drafting and Design (CADD) systems. The following submittals will be required:

Basis of Design Submittal: This submittal will occur prior to the 30% plan submittal. The *CONSULTANT* shall provide the results of the roundabout justification study, a conceptual plan view of the project limits and the proposed typical sections. The submittal will be used as the basis for initial public input prior to proceeding with the 30% plans.

Design Submittals: The submittals will occur at the 30%, 60%, 90% and 100% plan preparation phases. The *CONSULTANT* shall provide plan sets for review by the *CITY* at each phase. The submittal shall include the plans as a .pdf file in 11" x 17" format.

Construction Plans: The *CONSULTANT* shall sign and seal the final construction plans. The *CONSULTANT* shall provide 3 sets of signed and sealed plans in 24" x 36" format along with ten copies and a CD containing the signed and sealed plans.

V. BEGINNING AND LENGTH OF SERVICES

Design Services to be provided by the *CONSULTANT* will be initiated and completed as directed by the *CITY*. The fee for these services shall be negotiated in accordance with the terms detailed in Exhibit B, Method of Compensation, for a fair, competitive and reasonable cost, considering the scope and service. The *CONSULTANT* is authorized to proceed upon approval of the contract signed by the *CITY* and the *CONSULTANT*.

Payment for the work will be limiting amount. Invoices shall be submitted to the *CITY'S* Project Manager. The *CITY'S* Project Manager and the *CONSULTANT* shall monitor the cumulative invoiced billings to insure the reasonableness of the billings compared to the project schedule and the work accomplished and accepted by the *CITY*. It is estimated that all design work will be completed within 12 months from Notice-to-Proceed.

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project: SW 6th Street Improvements
 County: Alachua
 FPN: N/A
 FAP No.: N/A

Consultant Name: Comprehensive Engineering Services, Inc.
 enter consultants proj. number
 Consultant No.: 1/16/2013
 Date: 1/16/2013
 Estimator: Inset name

Staff Classification	Total Staff Hours From SH Summary	Chief Engineer	Project Manager	Senior Engineer	Project Engineer	Engineer	Engineer Intern	Designer	Clerical	Staff Classification 9	Staff Classification 10	Staff Classification 11	Staff Classification 12	Estimator	By	Activity	Salary Cost By Activity	Average Rate Per Task
3. Project General and Project Common Tasks	170	0	112	62	64	0	0	0	0	0	0	0	0	0	170	\$29,912	\$175.95	
4. Roadway Analysis	624	6	112	62	64	0	0	0	0	0	0	0	0	0	624	\$77,754	\$124.62	
5. Roadway Plans	478	0	24	24	72	86	0	0	0	0	0	0	0	0	478	\$53,453	\$111.59	
6. Drainage Analysis	333	3	60	33	33	0	0	107	17	0	0	0	0	0	333	\$41,510	\$124.55	
7. Utilities	52	1	5	0	0	0	0	62	3	0	0	0	0	0	62	\$7,178	\$115.77	
8. Environmental Permits, Compliances & Clearances	95	1	0	51	0	0	0	38	5	0	0	0	0	0	95	\$12,529	\$131.58	
9. Structures - Misc. Tasks, Dvgs, Non-Tech.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!	
10. Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!	
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!	
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!	
13. Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!	
14. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!	
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!	
16. Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!	
17. Structures - Retaining Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!	
18. Structures - Miscellaneous	45	0	8	5	5	0	0	14	2	0	0	0	0	0	45	\$5,577	\$123.93	
19. Signing & Pavement Marking Analysis	36	0	2	2	5	7	0	13	2	0	0	0	0	0	36	\$4,020	\$111.69	
20. Signing & Pavement Marking Plans	2	0	0	0	0	0	0	2	0	0	0	0	0	0	2	\$220	\$109.76	
21. Signalization Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!	
22. Signalization Plans	132	1	24	13	14	0	0	42	7	0	0	0	0	0	132	\$16,406	\$124.29	
23. Lighting Analysis	50	0	2	2	7	9	0	19	3	0	0	0	0	0	50	\$116.50	\$116.50	
24. Lighting Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$5,525	\$5,525	
25. Landscape Architecture Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!	
26. Landscape Architecture Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!	
27. Survey (Field & Office Support)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!	
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!	
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!	
30. Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!	
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!	
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!	
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!	
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!	
Total Staff Hours	2,028	12	409	192	243	215	200	654	94	0	0	0	0	0	2,028	\$254,098.67	\$125.30	
Total Staff Cost		\$2,447.88	\$1,787.60	\$29,376.00	\$31,342.14	\$21,975.15	\$17,698.00	\$72,800.84	\$6,593.19	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	2,028	\$254,098.67	\$125.30	

Notes:
 1. This sheet to be used by Prime Consultant to calculate the Grand Total fee.
 2. Manually enter fee from each subconsultant. Unused subconsultant rows may be hidden.

SURVEY FIELD DAYS BY SUBCONSULTANT
 4 - Person Crew:
 Survey Field Days by Subconsultant

SALARY RELATED COSTS:
 OPERATING: \$0.00
 OVERHEAD: 0%
 PCCM (Facilities Capital Cost Money): 0.00%
 EXPENSES: 0.00%
 Survey Field - If by Prime: 0 \$ / day
 4-man crew days @ \$ / day
 SUBTOTAL ESTIMATED FEE: \$254,098.67
 Subconsultant: George F. Young (Survey/SUE) \$57,767.50
 Subconsultant: Buford Davis and Associates (Landscape) \$35,770.00
 Subconsultant: Landmark Engineers (Structural, Pavement Design) \$17,699.09
 Subconsultant: Ariffil Engineering (Geotechnical) \$12,417.85
 Subconsultant: JMJ (Public Involvement) \$15,620.00
 Subconsultant: Quality Counts \$2,520.00
 GRAND TOTAL ESTIMATED FEE: \$396,793.01

