



CIVIL ENGINEERS and LAND PLANNERS
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October 10, 2008

Mr. J. E. Swearingen, P.E.
Supervising Engineer,
City of Gainesville Public Works Dept.
Thomas Center Building B
P. O. Box 490, Mail Station 58
Gainesville, FL 32602

Re: **NW 5th Ave. Streetscape – Phase 2**

Dear Mr. Swearingen:

Brown & Cullen Inc. (BCI) is pleased to have the opportunity to provide civil engineering consulting services to the **City of Gainesville (CG)** for the **NW 5th Ave. Streetscape – Phase 2** project. We value our relationship with the **City of Gainesville** and appreciate the opportunity to work with you on this exciting project.

Attached please find our proposal to provide civil engineering design and permitting services for the project. The proposal includes our proposed work scope and fees to perform the required services. Please review the attached “draft” proposal and return it to me with any suggested comments, revisions, or recommendations. I will make any requested adjustments or revisions and return a “final” version once we are in agreement. Please do not hesitate to contact me with any questions you may have regarding the proposal.

Thank you for the opportunity to be working with the City.

Sincerely,

A J Brown Jr.

A. J. ‘Jay’ Brown Jr., P.E.
President, Brown & Cullen Inc.

Civil Engineering Services Proposal for *NW 5th Ave. Streetscape – Phase 2*

- I. General Project Description:** The NW 5th Ave. Streetscape – Phase 2 project is the 2nd phase of a master street improvement project for the NW 5th Ave. corridor, within the 5th Ave./Pleasant Street CRA Redevelopment District. The Phase 2 project limits lie between NW 10th St. (west edge) and NW 6th St. (east edge) and encompass approximately 1500 linear feet of street frontage. Design will involve improvement of crosswalks, sidewalks, curbing, street furnishings, lighting, and utility improvements. Previously adopted CRA technical standards and design elements will be incorporated into the design.
- II. Scope of Services:** Brown & Cullen Inc. (**BCI**) proposes the following scope of services for this project:
- A. Topographic Surveying: **BCI** proposes to coordinate and provide an updated topographic survey for the proposed 5th Ave. Streetscape – Phase 2 project limits. **BCI** will subcontract the land surveying services for this project. **BCI** will use the services of McMillen Surveying, Inc. (**MSI**) to complete the surveying services that will be required for the project. **MSI** completed the original topographic survey for this project in February 2004, and, as a result, will be able to provide the most cost effective updated survey. The proposed surveying work scope items are listed below:
1. The updated survey limits will include work from Station 13+00 to 28+00 (1500 LF), which comprises the Phase 2 project area.
 2. All above ground utility lines and structures will be field verified. Any discrepancies or alterations from the original survey will be revised.
 3. All pavement, curbing, hardscape, driveways, fencing, buildings, and miscellaneous improvements and structures will be field verified. Any discrepancies or alterations from the original survey will be revised.
 4. Additional topographic spot elevations will be added at several back of R/W locations and up to 25' beyond, to enable accurate assessment of offsite grading patterns.
 5. A new Topographic Survey Map will be prepared to document the current updated conditions. The Survey will include drawings at a scale of 1" = 10' to coincide with the requested scale for the engineering drawings.
 6. Updating of all underground utility locates is not deemed necessary, but may be provided at an additional cost, if desired by the City.
 7. Legal descriptions for offsite easements are not included in the base surveying services for the project. Legal descriptions and sketch of legal descriptions can be provided as additional services, if desired by the City.

- B. Engineering Services: **BCI** will provide the following work scope items for the Phase 2 NW 5th Ave project.
1. Prepare Engineering Construction Drawings for the Phase 2 project. The project limits have been identified by the City to run from NW 10th Street at the west end, to NW 6th Street at the east end. This includes approximately 1500 LF, from Station 13+00 to 28+00, based on the original established topographic surveying baseline stationing.
 2. The Construction Drawings will include dimensional control plans, paving and grading design on plan & profile drawings, ADA accessibility detailing, signage & striping, utility adjustments, including street lighting, erosion and sedimentation control plans, a Stormwater Pollution Prevention Plan, Landscape Plans, and appropriate details. It is anticipated that the Construction Drawing set will include approximately 30-35 drawings.
 3. The design will incorporate the Streetscape Design and Technical Standards for the Fifth Ave./Pleasant Street Redevelopment District in accordance with the March 2008 Manual prepared by Bellomo Herbert and Company.
 4. Street Light design will be coordinated with and provided by Gainesville Regional Utilities (GRU) and will be depicted on the design drawings based on the GRU electric design.
 5. Landscape design is not proposed with this project due to limited streetscape width available. The installation of street trees and irrigation design would be deemed additional services if desired by the City of Gainesville.
 6. Coordination with City of Gainesville Public Works Dept. staff on right-of-way and lands rights issues. It is anticipated that some private property easements may be necessary to perform the construction as designed.
 7. Coordinate with City of Gainesville Arborist staff to walk the project limits, identify significant trees, coordinate any necessary tree removal, determine any desired street tree plantings, and address any arborist issues or concerns throughout the Project.
 8. Representation of the owner at CRA, City Commission hearings or other public meetings regarding the project. This work scope includes up to 3 public meetings. Each meeting is estimated at approximately 4 hours, including travel time.
 9. Perform Utility Infrastructure Coordination with local utility service providers regarding existing utility systems within the NW 5th Ave R/W, and the impact of construction. Identify a plan for utility adjustments necessary to construct the proposed streetscape project. Coordination is expected to occur with; GRU for potable water, sanitary sewer, electric, natural gas, and GRUCom; Cox Communications for Cable TV; and AT&T and Level 3 Communication for telecommunications and fiber optics. The end result of this task will be to incorporate any utility infrastructure adjustments and establish the budgetary impact of the proposed adjustments.

10. Design of the Stormwater Pollution Prevention Plan (SPPP) and submittal of the State of Florida NPDES NOI package on behalf of the City. This State permit is required to monitor and control erosion and sedimentation during construction of the project. The NOI will be required to be submitted to the FDEP, and accepted prior to starting construction.
11. Preparation of construction quantities and cost estimates for the project. Quantity takeoffs and cost estimates will be provided twice during the project schedule. They will be provided along with the 60% CD submittal and the 90% CD submittal, prior to the project going out to bid. Additional quantity takeoffs or cost estimates will be deemed additional services.
12. Work with City staff and assist in the preparation of the civil construction specifications and bid package. The City of Gainesville Purchasing Dept. will provide the bid documents, bid package and coordinate the bidding process. BCI will assist the City in compiling the bid package and tailoring it to the specific project design.

III. Submittals and Schedule:

- A. **BCI** proposes to provide 5 project submittals at the following stages of completion:

Topographic Survey Completion
 30% Construction Documents (CD)
 60% Construction Documents (CD)
 90% Construction Documents (CD)
 Final 100% Construction Bid Documents

- B. **BCI** will develop a project schedule in coordination with City Staff, and begin work, immediately upon authorization to proceed. It is expected that the design phase of this project can be completed in approximately 6-8 months from the notice to proceed.

IV. Deliverables:

- A. **BCI** proposes to provide the following deliverables for the project:

1. Four (4) signed & sealed copies of the updated Topographic Survey.
2. Digital pictures of existing pre-development conditions for the project area.
3. One electronic file (CD) of the base Topographic Survey.
4. Four (4) copies of the Construction Drawing Set at each submittal phase.
5. An electronic CAD file of the Construction Drawing Set at 100% CD. The file will be transmitted to the City Public Works Dept. on a CD or DVD, and will be provided in AutoCAD format, using the City Public Works Dept.'s standard release format, in effect at the time of submittal.

6. One copy of the 100% CD Drawing set will be provided in Adobe (.PDF) electronic format. The .PDF files will include an individual file for each drawing of the drawing set, numbered sequentially in correspondence with the project drawing sheet index.
7. Four (4) signed & sealed copies of the final Construction Drawing Set.

V. Fees:

- A. BCI proposes to provide the above scope of services on a lump-sum fee basis with a maximum not to exceed fee of **\$51,000.00**. The fee is allocated by percentage of each submittal phase as follows:

1. Topographic Survey:	10%
2. 30% CD:	20%
3. 60% CD:	30%
4. 90% CD:	20%
5. 100% Bid Documents:	20%

- B. Invoicing is proposed as a percentage of the lump sum fee upon completion of each of the project submittals.
- C. The owner is responsible for reimbursement of direct expenses in addition to the lump sum fee above, for an amount not to exceed **\$2,000.00**, unless mutually agreed by the City and BCI. Reimbursable expenses include items such as blueprinting charges, express mail fees, film development, travel mileage, and other incidental reimbursable charges, as required for this project. Reimbursable expenses will be described in detail on each invoice.

VI. Owner Responsibilities:

- A. The City is responsible for providing assistance with project requirements as defined by the City, the CRA, and the Redevelopment District Advisory Board. It is anticipated that the City will assign a City or CRA staff project manager to work with BCI to provide budgetary data, design review, general information, and guidance with City and CRA issues, as needed by BCI to successfully complete the project.

VII. Additional Services:

- A. Services in addition to the scope of work will be billed at standard hourly rate charges, billed at the rates as provided on the attached hourly rate fee schedule. **BCI** will not perform any additional services without prior agreement with the owner. Examples of additional services are listed below.

1. Additional meetings beyond those required for the design work scope.
2. Attending additional (beyond three) public workshops or hearings as requested by City staff in support of the project.
3. Additional graphics or deliverables, such as display boards, Power Point Presentations or other presentation materials for the project.
4. Extended **BCI** work effort related to potential environmental or geotechnical issues outside of the control of **BCI**. Such issues are usually determined by environmental audits or geotechnical investigations.
5. Survey Legal Descriptions and sketches.
6. Landscape and irrigation design services.
7. Construction inspection or administration services. It is anticipated that City Public Works Dept. staff will provide all construction related services for the project. **BCI** can provide construction administration and inspection services on an as-needed basis, as additional services.

VIII. Acceptance:

The undersigned hereby agree to the work-scope, terms, limitations, and fees as delineated above.

A J Brown Jr. 11-10-08

A. J. "Jay" Brown Jr., P.E.
President, Brown & Cullen Inc.