

City of Chipley FDOT M-SCOP Bennett Drive Resurfacing Project
FPID # 453572-1-54-01
Alday-Howell Engineering, Inc.
Agreement for Professional Engineering Services
10/14/2025

Alday-Howell Engineering, Inc., hereinafter called "AHE", and the City of Chipley, hereinafter called "client", agree as follows:

I. Project Description

The subject project includes the resurfacing of Bennett Drive from East Church Avenue to Glenwood Avenue (approx. 0.52 miles). AHE will assist the Client with construction engineering inspection services associated with the FDOT funded local project. Plans were prepared by David H. Melvin, Inc.

II. Scope of services and fees.

- A. Review plans and specifications to become familiar with the proposed project.
- B. Conduct a pre-construction conference.
- C. Prepare daily and weekly monitoring reports.
- D. Maintain contract folder to meet city and state requirements.
- E. Observe construction operations on a daily basis when significant work is in progress.
- F. Meet with city and state staff to resolve issues in the field as needed.
- G. Review contractor pay requests and make recommendations to Client prior to payment.
- H. Include any other services scoped in the RFP for CEI services.

The above referenced services provided by AHE will be performed for a total lump sum fee of **\$80,669**. AHE will proceed with the work upon receipt of the fully executed agreement. Services not described above that are to be performed by AHE will be additional and billed at our hourly rates. AHE will not proceed with additional services without prior authorization from the client. Additional services will be based on time spent and billed at the following rates:

Principal/Senior Project Engineer	\$250/hr
Senior Inspector	\$90/hr
Asphalt Plant Inspector	\$70/hr
Inspector	\$70/hr

III. Items not included.

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A. Items that are not included in the proposal may include, but are not limited to the following:

1. Geotechnical, surveying, landscape architecture, architecture, biological, and archeological services except as specified above.
2. Meetings with homeowners associations and adjacent property owners.
3. Request for services by the client that are not specifically described in the above services.
4. Request from governmental agencies which requires services not described in the Scope of Services.
5. Services associated with the permitting, design, and coordination of off-site utility extensions except as specifically described in the above task.
6. Services associated with FEMA Floodplain mapping and permitting.
7. Services required due to changes in codes and regulations that occur after the date of this proposal.
8. Service required for an off-site turn lane design and permitting that may arise as a condition of traffic approval.
9. Services associated with retaining wall design and permitting.
10. FDEP and/or COE dredge and fill permitting except as indicated in the Scope of Services.
11. Sewage treatment plants and sewage pumping stations.
12. Consumptive Use/Well permitting with NFWFMD.
13. As-built survey.
14. Permitting fees. **(Client will be responsible for paying all permit fees directly to the permit authority at the time of submittal.)**

IV. Terms and Conditions.

- A. The Client shall pay AHE through payment issued by the Finance Department in accordance with the Florida Local Government Prompt Payment Act, Chapter 218, Florida Statutes, upon receipt of AHE's invoice and written approval of same by the Client indicating that services have been rendered in conformity with this Agreement. AHE shall submit an invoice for payment to the Client for those specific tasks as described in the Scope of Services that were completed during that invoicing period. For those specific services that were partially completed, progress payments shall be paid in proportion to the percentage of completed work on those specific services approved in writing by the Client based on the percentage of the amount for those specific services. AHE's invoices shall be in a form satisfactory to the Client, who shall initiate disbursements.
- B. Either party may terminate this agreement by providing seven days written notice. The client shall pay AHE for work completed up to the date of termination. If a dispute arises out of or relates to this contract, or the breach thereof, and if said dispute cannot be settled through direct discussion between the parties, then the parties agree to first endeavor to settle the dispute in an amicable manner by mediation before having recourse to arbitration or a judicial forum.
- C. In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant and Consultant's officers, directors,

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- D. partners, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of the Consultant and Consultant's officers, directors, partners, employees, shareholders, owners and subconsultants shall not exceed the Consultant's total fee for services rendered on this Project. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.
- E. The Client shall, to the fullest extent permitted by law, indemnify and hold harmless AHE, it's officers, directors, employees, agents and subconsultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance of the services under this agreement, excepting only those damages, liabilities or costs attributed to the sole negligence or willful misconduct of AHE.
- F. Unless otherwise stated, AHE will have access to the site for activities necessary for the performance of the services. AHE will take reasonable precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage and will not be responsible for such costs.
- G. All opinions and conclusions of AHE, whether written or oral, and any plans, specifications or other documents and services provided by AHE are for the sole use and benefit of the client and are not to be provided to any other person or entity without the prior written consent of AHE. Nothing contained in this agreement shall create a contractual relationship with or a cause of action in favor of any third party against either AHE or Client. All documents produced by AHE under this agreement are instruments of AHE's professional service and shall remain the property of AHE and may not be used by the Client for any other purpose without the prior written consent of AHE.
- H. AHE agrees to attempt to maintain professional liability coverage in the amount of \$1,000,000 per claim and \$1,000,000 in the annual aggregate for the period of design and construction of the Project and for a period of three years following substantial completion, if such coverage is reasonably available at commercially affordable premiums. For the purposes of this Agreement, *reasonably available* shall mean that the Consultant can secure at least three premium quotes for comparable coverage by admitted,^[1] A.M. Best Co.^[2] A-rated carriers. *Commercially affordable* shall mean the rate per \$1000 of fees is no more than a multiple of three times the rate being paid for comparable coverage in place when this agreement was executed.
- I. AHE represents and warrants that it and its agents, staff and consultants employed by it are protected by worker's compensation insurance and that AHE has such coverage under public liability and property damage insurance which AHE deems to be adequate and in line with other professional service firms currently practicing under similar conditions. Certificates for such policies of insurance shall be provided to client upon request in writing. Additional insurance, if requested in writing by client prior to commencement of services, will be obtained by AHE, if procurable, and charged to the client.
- J. This proposal shall be considered null and void if not signed by client and received by AHE within 30 days from the date of this letter.

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- K. The federal provisions to be included in local agency contracts shall be considered part of this agreement.
- L. The requirements of the Public Records Form (375-030-61) and E-Verify Form (375040-68) as signed by the Consultant shall be made part of this agreement. All other forms as submitted by the Consultant in the technical proposal and the RFQ are made part of this agreement.
- M. The term of this contract will be from the execution date until the project is accepted and closed out by the FDOT and City of Chipley.
- N. It is understood and agreed that all the documents, or reproducible copies, developed by AHE in connection with its services, including but not limited to reports, designs, specifications, and data, shall be delivered to, and shall become the property of the Client as they are received by the Client and when AHE has been fully compensated as set forth herein. AHE may keep copies of all work products for its records. AHE hereby assigns all its copyright and other proprietary interests in the products of this Agreement to the Client. Specific written authority is required from the Client for AHE to use any of the work products of this Agreement on any non-Client project. Notwithstanding the above, any reuse of the work products by the Client on other projects will be at the risk of the Client.

We would appreciate the opportunity to provide these professional engineering services and are thankful for the opportunity to submit this proposal. Upon receiving the signed agreement, AHE will proceed with the project as proposed.

In witness whereof, this agreement is accepted on the date last written below, subject to the terms and conditions stated and the provisions set forth herein.

Client:

For: City of Chipley

Address: P.O. Box 1007

Chipley, Florida 32428

Signed: _____

Printed Name: Tracy L. Andrews

Title: Mayor

Date: _____

Consultant:

Alday-Howell Engineering, Inc.

Address: Post Office Box 494

Marianna, FL 32447

Signed: _____

Typed Name: Travis Howell, PE

Title: Principal

Date: _____

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