

December 08, 2022
(Revised 1/6/23)

John Wille
Capital Improvements
Town of Lake Park
640 Old Dixie Highway
Lake Park, FL 33403
(Via email: jwille@lakeparkflorida.gov)

**Re: Professional Civil Engineering Services
10th Street Oval-About- Intersection Improvements
Final Design and Construction Plans
Lake Park, Florida
Engenuity Group Project No. 18187.46.02**

Dear Mr. Wille:

We are pleased to offer this proposal to render professional civil engineering and surveying services in connection with intersection improvements for an Oval-About located on 10th Street and Prosperity Farms Rd, Lake Park, FL (hereinafter called the "Project"). Our construction plans will be based on the approved conceptual plan previously presented to Lake Park.

Survey Services

Engenuity Group, Inc. will prepare a Topographic and Tree Survey pursuant to Chapter 5J-17.050, Florida Administrative Code, of the intersection of Northern Dive, 10th Street and Prosperity Farms Road site as shown on the attached graphic in **red** and to extend approximately 200 feet northerly along 10th Street and Prosperity Farms Road as noted on the graphic which was provided by our office.

See the attached **Designated Scope of Services** for a list of items to be included on the Survey.

The final deliverable will be an electronically signed and sealed copy of the Topographic and Tree Survey which can be provided within thirty (30) business days of receiving authorization to proceed. In the event of rain delaying our field work, the delivery time will be pushed back the same number of days.

Survey Fee: \$5,658.00

SUE Services

Engenuity Group, Inc. will research existing utility as-builts and use ground penetrating radar (GPR) and electromagnetic locating to determine where the underground utilities are within the area shown in **red** and show them on survey.

SUE Services Fee: \$4,284.00

Total Survey and SUE Fee: \$9,942.00

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Engineering Services

Engineering services will consist of attendance at Town meetings (1) Public Workshop and (1) Town Council), Final Construction Documents, Permit Application submittals, Contractor Bid Coordination, Construction Observations, and Construction Phases Services, all as set forth in Exhibit "A" which is attached to this letter.

Our services as set forth in Exhibit "A" will be provided for a lump sum of **\$ 116,150.00** based on the following distribution of compensation:

A. Public Workshop, Town Council and P&Z meetings (3 total)	\$ 1,800.00
B. Construction Documents	\$61,500.00
C. Permitting	\$12,000.00
D. Bid Coordination	\$3,500.00
E. Construction Phases Services	\$18,000.00
F. Geotechnical and Maintenance of Traffic (See Pacifica proposal attached)	\$7,575.00
G. Traffic Analysis Update (See O' Rourke Engineering proposal attached)	\$11,775.00
<u>Sub-Total Engineering Services</u>	<u>\$116,150.00</u>
Grand Total Surveying, SUE, Engineering and Geotechnical	\$126,092.00

Permit Fees, Reproduction Charges and Reimbursable Expenses

The Total Contract Price **does not** include the payment of any governmental agency submittal or processing fees. The cost of these fees and any costs incurred by the office for printing, reproduction and other reimbursable expenses such as postage, travel, and document copy charges will be billed to the client monthly.

Invoicing and Payment

Work will be invoiced on a monthly basis for work completed to date. Invoice shall be paid in full by the Client within thirty (30) days of the invoice date, unless within such thirty (30) day period, Client notifies Engenuity Group, Inc. in writing of its objection to the amount of said invoice. Such notice shall be accompanied by payment of any undisputed portion of said invoice. If written objection is not received within thirty (30) days it shall constitute approval of invoice by Client. If the payment is not received within fifteen (15) days of billing date, a late charge will be added to the invoice in the amount of 1½ percent per month on the outstanding balance. If payment is not received within sixty (60) days of the

invoice date, work may be suspended on the project until the outstanding invoice(s) are paid in full.

This proposal represents the entire understanding between you and us with respect to the Project. If this satisfactorily sets forth your understanding of our agreement, please execute the attached Authorization and return it to us. If you have any questions, please do not hesitate to contact us.

PURSUANT TO SECTION 558.0035 FLORIDA STATUTES, THE CONSULTANT IS THE RESPONSIBLE PARTY FOR THE PROFESSIONAL SERVICES IT AGREES TO PROVIDE UNDER THIS CONTRACT. NO INDIVIDUAL PROFESSIONAL EMPLOYEE, AGENT, DIRECTOR, OFFICER OR PRINCIPAL MAY BE INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF THIS CONTRACT, AS LONG AS THE CONSULTANT MAINTAINS THE PROFESSIONAL LIABILITY INSURANCE REQUIRED UNDER THIS CONTRACT AND AS LONG AS ANY DAMAGES ARE SOLELY ECONOMIC IN NATURE AND THE DAMAGES DO NOT EXTEND TO PERSONAL INJURIES OR PROPERTY NOT SUBJECT TO THIS CONTRACT.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Adam C. Swaney', with a long horizontal flourish extending to the right.

Adam C. Swaney, P.E.
Director of Engineering

Approved by:

A handwritten signature in blue ink, appearing to read 'Keith B. Jackson', with a long horizontal flourish extending to the right.

Keith B. Jackson, P.E.
Vice President

Authorization: Professional Civil Engineering Services
10th Street Oval-About- Intersection Improvements
Final Design and Construction Plans
Lake Park, Florida
Engenuity Group Project No. 18187.46.02

By: _____
(Name & Title)

Date: _____

For: _____
(Name of Company)

Contract Amount: \$126,092.00

I am ____ I am not ____ The Owner of the Property

The Property Owner Is: _____

Address: _____

Telephone: _____

Fax: _____

Email: _____

DESIGNATED SCOPE OF SERVICES: TOPOGRAPHIC/TREE SURVEY
NAME: 10th STREET OVAL ABOUT- INTERSECTION IMPROVEMENTS
ENGENUITY PROJECT NO. 18187.46 DATE: 1/3/2023

TASK:	Included in Contract (Yes/No)
Topographical Survey	
Minimum of two permanent benchmarks per every 500' on site; description and elevation to nearest .01'.	Yes
Contours at 1-foot intervals; error shall not exceed one half contour interval.	No
Spot elevation at each intersection of a 25-foot square grid covering the property.	Yes
Spot elevations at street intersection and at 100 feet on center curb, sidewalk and edge of paving including far side of paving.	Yes
Topographic data will be obtained at 50-foot intervals of the road from right-of-way to right-of-way.	Yes
Plotted location of structures, man-made (e.g., paved areas) and natural features.	Yes
Location of water mains, and other utilities including, but not limited to, buried tanks and septic fields serving, or on, the property based on as-built information supplied by utility companies.	Yes
Location of fire hydrants available to the property.	Yes
Location and characteristics of power and communications systems above grade.	Yes
Location, size, depth and direction of flow of sanitary sewers, storm drains and culverts serving, or on, the property; location of catch basins and manholes, and inverts of pipe at each.	Yes
Name of the operating authority of each utility.	No
Elevation of water in any excavation, well or nearby body of water.	No
Extent of watershed onto the property.	No
Trees of 6" and over (caliper 3' above ground); locate within 1' tolerance and give species in English or botanical terms.	Yes
Specimen trees flagged by the Owner or the Architect (___ in number); locate to the center within 1' tolerance; give species in English or botanical terms, give caliper and ground elevation on upper slope side.	No
Perimeter outline only of thickly wooded areas unless otherwise directed.	Yes
Confirm soil boring location(s).	No
SUE Services included in the scope	Yes
Scale of drawing is typically 1"=20' but will be determined by Engenuity Group, Inc. unless the client specifies a scale they would like the drawing at.	
Other (specify):	
1. Datum will be National American Vertical Datum 1988 (NAVD 88)	
2. SUE Services are included in the services within the area shown in red	

Graphic

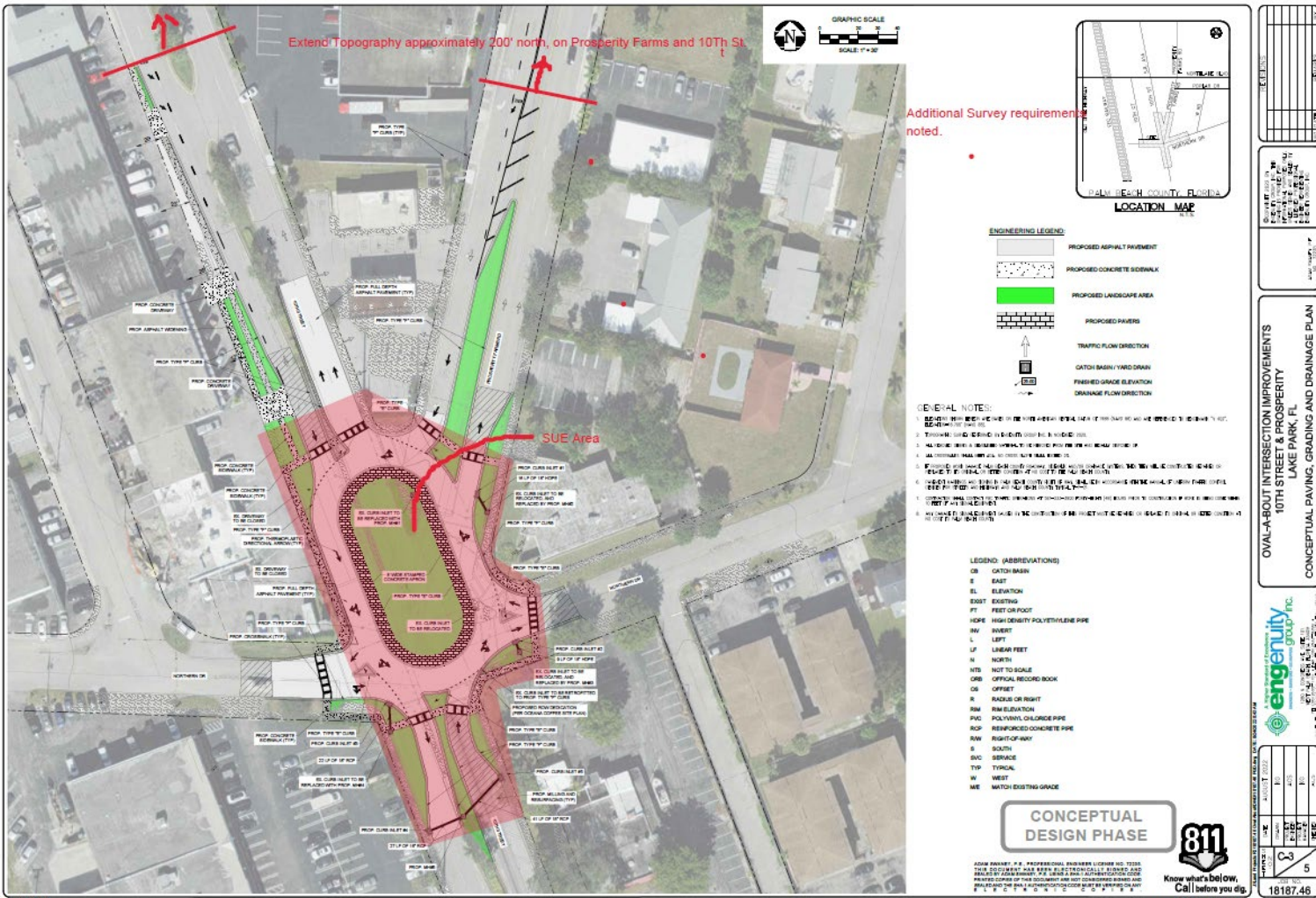


EXHIBIT “A”

10TH STREET OVAL-ABOUT INTERSECTION IMPROVEMENTS FINAL DESIGN AND CONSTRUCTION PLANS LAKE PARK, FL Engenuity Group Project No. 18187.46.02

ENGINEER’S SERVICES:

A1.01 Meetings

- A. Attendance at Public Workshop Meeting (1), Town Council Meeting (1), and P&Z Meeting (1).

A1.02 Construction Documents

- A. Prepare drainage calculations.
- B. Prepare final drawings indicating the scope, extent, and character of the paving, grading, drainage work to be performed and furnished by the CONTRACTOR.
- C. Prepare project manual with specifications and contract documents for bidding. The project manual will be for review and approval by CLIENT, its legal counsel and other advisors using contract agreement forms, general conditions, supplementary conditions, bid forms, invitations to bid, and instructions to bidders provided by CLIENT in electronic form.
- D. Prepare a Pollution Prevention Plan.
- E. Prepare a Demolition Plan.
- F. Prepare Engineer's Opinion of Cost for the overall civil site improvements.

A1.03 Permitting Phase Services

- A. Provide technical criteria, written descriptions, and design data for filing applications for permits from the following governmental authorities having jurisdiction to review or approve the design of the Project:
 - 1. South Florida Water Management District – On-site ERP drainage and dewatering permits.
 - 2. Town of Lake Park – Roadway and Drainage Permit

3. Palm Beach County Engineering Department - On-Site paving and drainage and driveway connection permits.
4. NPDES Permit Application (NOI).

Normal and customary permitting activities are included in ENGINEER'S services. Responding to application review comments that require ENGINEER'S services that are not normal and customary are additional services that can be performed on an hourly basis upon authorization.

A1.04 Items to be furnished by OWNER:

- A. Soil borings and analysis. Percolation test results. See attached proposal.
- B. A conceptual Oval-About plan that has been approved by the Town of Lake Park and Palm Beach County. All dimensions on site plan must be verified and to scale. Submit site plan to Engenuity Group, Inc. in AutoCAD 2015 format.

A1.05 This proposal does not include the following:

- A. Reproduction of drawings and specifications for CONTRACTOR'S use during construction.
- B. Survey including platting and construction layout or Record Drawings.
- C. Design of landscaping, irrigation, and lighting.
- D. Coordination of new or relocated electrical, gas, telephone, and TV services.
- E. Environmental Analysis or design including wetlands, uplands, or contamination.

A1.06 Bid Coordination

- A. Assist ARCHITECT/ OWNER in obtaining and reviewing bids for the Work.
- B. Attend pre-bid conference and issue minutes.
- C. Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.

- D. Attend the Bid opening, prepare Bid tabulation sheets, evaluate Bids and make a recommendation for award.

A1.07 Construction Phase Services

- A. *Preconstruction Conference*. Attend a Preconstruction Conference prior to commencement of Work at the Site.

- B. *Visits to Site and Observation of Construction*. In connection with observations of CONTRACTOR'S work in progress while it is in progress:

1. Make no more than eighteen (18) visits to the site at intervals appropriate to the various stages of construction, as ENGINEER deems necessary, in order to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations by ENGINEER, are not intended to be exhaustive or to extend to every aspect of CONTRACTOR'S work in progress or to involve detailed inspections of CONTRACTOR'S work in progress beyond the responsibilities specifically assigned to ENGINEER in the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on ENGINEER'S exercise of professional judgment. Based on information obtained during such visits and such observations, ENGINEER will determine in general if CONTRACTOR'S work is proceeding in accordance with the Contract documents, and ENGINEER shall keep OWNER informed of the progress of Work.
2. ENGINEER will not, during such visits or as a result of such observations of CONTRACTOR'S work in progress, supervise, direct, or have control over CONTRACTOR'S work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by CONTRACTOR, for safety precautions and programs incident to regulations applicable to CONTRACTOR'S furnishing and performing the Work. Accordingly, ENGINEER neither guarantees the performance of any CONTRACTOR nor assumes responsibility for any CONTRACTOR'S failure to furnish and perform its work in accordance with the Contract Documents.

- C. *Clarifications and Interpretations; Field Orders*. Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of CONTRACTOR'S work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. ENGINEER may issue Field Orders

authorizing minor variations from the requirements of the Contract Documents.

- D. *Shop Drawings and Samples.* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which CONTRACTOR is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto. ENGINEER has an obligation to meet the CONTRACTOR'S submittal schedule that has earlier been acceptable to ENGINEER.
- E. *Applications for Payment.* Based on ENGINEER'S on-site observations as an experienced and qualified design professional, ENGINEER will review pay applications and advise OWNER to either recommend payment or return the pay application to the CONTRACTOR for correction.
- F. *Inspections and Tests.* Require such special inspections or tests of CONTRACTOR'S work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. ENGINEER'S review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. ENGINEER shall be entitled to rely on the results of such tests. Field testing of materials is not included in ENGINEER'S scope of services.
- G. *Record Drawings.* Review Record Drawings prepared and certified by the CONTRACTOR'S Florida licensed surveyor and the CONTRACTOR.
- H. *Completion of Construction Certifications.* Prepare construction completion certifications and submit to the following agencies:
 - 1. South Florida Water Management District
 - 2. Town of Lake Park
 - 3. Palm Beach County Engineering Department
 - 4. NPDES Notice of Completion
- I. *Substantial Completion.* Promptly after notice from CONTRACTOR that CONTRACTOR considers the entire Work ready for its intended use, in

company with OWNER and CONTRACTOR, conduct a review of the work to determine if it is Substantially Complete.

- J. *Final Notice of Acceptability of the Work.* Conduct a final review to determine if the completed Work of CONTRACTOR is acceptable.
- K. *Contract Time.* ENGINEER'S services during construction are dependent upon the timely performance of CONTRACTOR'S work. ENGINEER'S services are based on a construction Contract Time of one hundred and eighty (180) calendar days for final completion of the work. If the CONTRACTOR exceeds such period of time, ENGINEER'S compensation shall be subject to an equitable adjustment.

Appendix B - Project Schedule

10 th Street Ovalabout Intersection Improvements	MAR 2023	APR 2023	MAY 2023	JUNE 2023	JULY 2023	AUG 2023	SEP 2023	OCT 2023	NOV 2023	DEC 2023	JAN 2024	FEB 2024	MAR 2024	APR 2024	MAY 2024	JUNE 2024
Anticipated NTP April 1, 2023																
Traffic Analysis																
Geotechnical																
Topographic Survey																
SUE Services																
Design																
Permitting																
Bidding																
Construction Phase Services																

Contract and project schedule may need to be adjusted if there are unforeseen delays outside of Engenuity’s control.