

EXPLANATION OF CONSENT AGENDA ITEM E.2.c. (18) July 29, 2015

ITEM:

Consideration of approving a purchase order to Allen Engineering under their continuing engineering services contract for consulting services on assessment of Cove regional pond capacity expansion options, in the amount not to exceed \$23,340. (Noble/Hicks)

EXPLANATION:

Background The Cove development area has been planned and permitted with Florida Department of Environmental Protection (FDEP) for regional stormwater management in the pond system surrounding the Exploration Tower. The contributing basin area has been delineated and can generally be described to allow 85% impervious development within the basin area.

The development capacity within the Cove regional pond may potentially be expanded by investigating several options, including:

- Tabulation of the actual area and impervious area being conveyed into the pond to determine if the capacity is being underutilized and therefore areas conveyed to the pond can be increased,
- Reviewing options to expand the pond land area,
- Consider possible pond high level storage in adjacent wetland treatment areas,
- Consider options to redirect drainage basin contributing areas to the adjacent regional treatment system to the west.

It is anticipated that this evaluation by Allen Engineering will provide the basis for future development permit modifications to expand development potential for the Cove and adjacent areas.

Funding Review by Finance (Pat Poston): The total NTE amount of \$23,340 is included in the FY15 Capital Budget and no increase is required. [Budget item 2005 - Cove Roads Phase 2]

Staff recommends approval

Prepared by Carol Noble, P.E.



July 10, 2015

Ms. Carol Noble, P.E.
Canaveral Port Authority
445 Challenger Road, Suite 301
Cape Canaveral, FL 32920

Re: Cove Regional Stormwater Treatment Analysis

Dear Ms. Noble:

In accordance with your request, I am submitting herewith an offer to perform the following services on the above referenced project for the listed fees.

Description of Project: The project shall consist of an analysis of the Cove Regional Stormwater Management System as it relates to existing and future conditions. The analysis will also look at conceptual designs for varied pond sizes, use of wetland treatment, and added basin diversion.

ENGINEERING SERVICES.....\$23,340.00

We will provide the following services:

1. Conceptual capacity analysis for existing Cove regional pond to include: graphical summary tabulation of existing impervious area by drainage basin, tabulation of remaining development capacity (by basin) based on impervious area tabulation and summary of total system volume with a breakdown by each pond storage area. (\$5,180.00)
2. Options to increase regional treatment system volume by expanding pond storage areas, including conceptual costs and conveyance costs. (\$4,680.00)
3. Analysis for regional capacity increase by consideration of possible high level overflow wetland treatment option, including conceptual cost and conveyance costs. (\$5,680.00)
4. Conceptual plan of options for adjacent CPA property to be re-directed to regional treatment system, by drainage basin, including conceptual costs. (\$7,800.00)

We have prepared this proposal based on the following assumptions and conditions:

- A. Schedule for completion of Tasks is approximately 2 ½ – 3 months from notice to proceed.
- B. Printing fees and express mail charges are a direct expense to the client and are not a part of this proposal.
- C. Unforeseen conditions will be brought to the attention of the client and a change order will be prepared prior to the continuation of work by AEI.
- D. Plans will be conceptual and will not be submitted to FDEP for review.
- E. Fee does not include environmental permitting related to wetland or surface water impacts.

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- F. Fee does not include design for landscape, irrigation, site lighting/electric, gas, shoreline hardening, water features, or decorative concrete/pavers.
- G. Fee does not include a turtle lighting plan.
- H. Fee is based on Canaveral Port Authority's to provide cad files of site plans for known development plans.
- I. Any items not listed above will be done on an hourly basis.

If any wetland location, environmental surveys, tree surveys, zoning, variance, bidding procedures, or construction surveying are required over and above the items previously listed, it will be done on an hourly basis at the following listed rates. These rates will be good for one (1) year from the proposal date.

Engineering Principal	\$150.00 per hour
Registered Surveyor	120.00 per hour
Project Manager	125.00 per hour
Survey Crew	140.00 per hour
Senior Engineer	120.00 per hour
Engineer	90.00 per hour
CAD Specialist	70.00 per hour
Administrative Technician	55.00 per hour

Terms and Conditions:

Access to Site: Unless otherwise stated, Allen Engineering, Inc. (AEI) will have access to the site for activities for the performance of the services. AEI will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

Defects in Service: The Client shall promptly report to AEI any defects or suspected defects in AEI's services of which the Client becomes aware, so that AEI may take measures to minimize the consequences of such a defect. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontractors at any level to contain a like requirement. Should legal liability for the defects exist, failure by the Client and the Client's contractors or subcontractors to notify AEI shall relieve AEI of any liability for costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

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Dispute Resolution: Any claims made during surveying, design, permitting, construction or post-construction between the Client and AEI shall be submitted to non-binding mediation. The client and AEI agree to include a similar mediation agreement with all contractors, subcontractors, sub-consultants, suppliers, and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.

Billing / Payments: Invoices for AEI's services shall be submitted, at AEI's option, either upon completion of such services or on a monthly basis based on the estimated percentage of completion of the project. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, AEI may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice.

Late payments: Accounts unpaid 30 days after the invoice may be subject to a monthly service charge of 1.5% (or the legal rate) on the then unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, the client shall pay all costs of collection, including reasonable attorney's fees.

Indemnification: The Client shall, to the fullest extent permitted by law, indemnify and hold harmless AEI, his or her officers, directors, employees, agency and sub-consultants, 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 by any of the parties above named of the services under this agreement, excepting only those damages, liabilities or costs attributable to the negligent acts, errors or omissions, or willful misconduct of AEI.

Certifications, Guarantees and Warranties: AEI shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence AEI cannot ascertain. The Client also agrees not to make resolution of any dispute with AEI or payment of any amount due to AEI in any way contingent upon AEI's signing any such certification.

Limitation of Liability: In recognition of the relative tasks, rewards and benefits of the project to both the Client and AEI, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, AEI's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes, shall not exceed \$50,000.00 or contract amount, whichever is less. Such causes include, but are not limited to, AEI's negligence, errors, omissions, strict liability, and breach of contract or breach of warranty.

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Termination of Services: This agreement may be terminated at any time by AEI or the Client should the other party fail to perform its obligations hereunder. In the event of termination, the Client shall pay AEI for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

Ownership of Documents: All reports, drawings, specifications, computer files, field data, notes and other documents and instruments prepared by AEI as instruments of service shall remain the property of AEI. AEI shall retain all common law, statutory and other reserved rights, including, without limitations, the copyrights thereto.

If the above offer meets with your approval, please return a signed copy for our files.

We appreciate the opportunity to submit this proposal for your project. If you have any questions, please feel free to contact me.

Sincerely,



Michael S. Allen
ALLEN ENGINEERING, INC.

OFFER ACCEPTED: _____

DATE: _____