

EXPLANATION OF CONSENT AGENDA ITEM E.2.c. (7) July 29, 2015

ITEM:

Consideration of approving a purchase order to Allen Engineering under their continuing General Engineering Services contract for design engineering services for improvements to the George King Blvd / Flounder Street intersection design and signalization in addition to the re-routing / re-design of an existing 54" diameter stormwater drainage pipe; both in support of the Cove development, in an amount not to exceed \$29,150. (Crowe/Hicks)

EXPLANATION:

Sooner development is responsible for procuring and managing the onsite improvements defined as the Cove development. There are certain improvements that will be required to accommodate the Cove development project; however, that are outside of the Cove development proper. Two of those requirements will be designed by Allen Engineering through this purchase order. The intersection of George King Boulevard and Flounder Road will require signalization and intersection improvements to match the widened roadway section of Flounder Road. This purchase order will cover those improvements related to the intersection redesign and will not overlap with scope required by Sooner development. In addition, there is an existing 54" concrete stormwater pipe from the new Cruise Terminal 1 that outfalls into the new exploration tower pond that will need to be relocated to avoid conflict with proposed cove buildings. The design plans for the relocation of this stormwater pipe will be provided by Allen Engineering under this purchase order.

Funding Review by Finance (Pat Poston): The total NTE amount of \$29,150 is included in the FY15 Capital Budget and no increase is required. [Budget item 2005 - Cove Roads Phase 2]

Staff recommends approval.

Prepared by: Bill Crowe, P.E.



July 8, 2015

Mr. Bill Crowe, P.E.
Canaveral Port Authority
445 Challenger Road, Suite 301
Cape Canaveral, FL 32920

Re: Cove Development- CPA Design/Builds/Funds
Per Exhibit G, The Cove Module A Scope of Work Matrix

Dear Mr. Crowe:

In accordance with our various meetings and discussions, 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 items listed as CPA Designs, Builds & Funds on Exhibit G – The Cove Module A Scope of Work Matrix and further described as follows:

- George King Improvements at the intersection with Flounder Street. Improvements shall include additional lanes, crosswalks, and signalization improvements.
- Relocation of a 54” RCP storm drain running west from CT1 to the wet detention pond behind Auddino’s Italian Bakery.
- Coordination with Ivey’s Construction and CEG for the relocation of a 42” RCP running west from CT1 to the wet detention pond at Exploration Tower. The existing storm drain is approximately 100 feet north of George King Blvd.

The work will be done in preparation for the development of Module A of the The Cove Development by Sooner Investments.

ENGINEERING SERVICES.....\$24,950.00

1. We will prepare the following:
 - a. A horizontal control plan of the intersection at George King Blvd. and Flounder Street.
 - b. A horizontal control plan for the relocation of the 54” RCP storm drain running west from CT1 to the wet detention pond behind Auddino’s.
 - c. Construction drawings and specifications for the paving and drainage systems related to Item 1.a. and Item 1.b. The plans and specifications shall be in accordance with the Canaveral Port Authority and the Florida Department of Transportation requirements.
2. Through coordination with Traffic Planning and Design the following will be provided in relation to the proposed Flounder Street improvements at George King Blvd:
 - a. Technical assistance with the geometry of Flounder Street.
 - b. Signalization modification plans.
 - c. Structural analysis to determine adequacy of the new/relocated mast arms.
 - d. Post design services including review of submittal data and shop drawings.

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3. The plans, specifications and applications will be submitted to the necessary regulatory agencies. The regulatory agencies shall include Canaveral Port Authority and Brevard County Traffic Operations. We will make required plan modifications and respond to comments generated by the regulatory agencies. We will also attend applicable agency meetings to ensure timely project progress. We will act on behalf of the owners/developers best interest as they relate to site improvements.
4. We will also perform the following services:
 - a. Coordinate design efforts with the CPA/Sooner Team for timely project progress.
 - b. Coordinate design efforts with Ivey's Construction and CEG for the relocation of the 42" RCP storm drain from CT1 to the wet detention pond at Exploration Tower.
 - c. Attend pre-construction conference and bi-weekly construction meetings (2 per month) as scheduled by the Team.
 - d. Perform periodic construction inspections to check progress of site work to ensure compliance with plans, specifications and permits.
 - e. Review and submit final certifications to the necessary regulatory agencies based upon signed and sealed as-built drawings as provided by a Florida Registered Land Surveyor.

SURVEYING SERVICES.....\$4,200.00

1. We will prepare a certified as-built survey of the improvements to George King Blvd. and Flounder Street, as noted above, and incorporate the as-built information into the Cove master survey.
2. We will prepare a certified as-built survey of the relocation of the 54" and 42" RCP's, as noted above, and incorporate the as-built information into the Cove master survey.

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

- A. Printing fees and express mail charges are a direct expense to the client and are not a part of this proposal.
- B. 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.
- C. Submittal to reviewing agencies does not guarantee permit issuance.
- D. Fee does not include environmental permitting related to wetland or surface water impacts.
- E. Fee does not include a traffic impact study.

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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. An approved site plan shall be provided by the Sooner Investments or their architect in autocad format.
- 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: _____

EXHIBIT G
THE COVE MODULE A SCOPE OF WORK MATRIX

WORK	CPA DESIGNS, BUILDS & FUNDS	DEVELOPER DESIGNS, BUILDS & FUNDS	DEVELOPER DESIGNS & BUILDS, CPA REIMBURSES	UTILITY COMPANY
George King Improvements: paving, signal, lanes, curb	•			
Relocation of 60" storm line	•			
Relocation and enlargement of 40" storm line	•			
Lift station enlargement and relocation		•		
West parking lot construction including access drive(s)		•		
Site lighting except Promenade		•		
Freestanding signs except directories		•		
Parking lot landscaping & irrigation		•		
Communication system conduit		•		
Building plazas and site amenities within demised areas		•		
Buildings		•		
Utilities from primary points to building pads		•		
Flounder St. curb to curb including pedestrian crosswalk, paving, date palms & irrigation			•	
Promenade demising line to demising line (10' concrete connection funded by developer for tenants to connect to center 30' of promenade)			•	
Flounder St. streetscape lights, pavers, planting, irrigation		•		
East parking lot renovation		•		
Terminal access drive from Flounder St.		•		
Primary sanitary system (Port will reimburse for mainline under street to curblane/demising line only)			•	
Primary water services (Port will reimburse for mainline under street to curblane/demising line only)			•	
Kiosks (Port will reimburse for public restroom building along promenade and only pay for kiosks if port controls and receives all revenues)		•	•	
Primary electrical system (conduit & typical developer responsibilities by developer)		•		•
Gas service (line & typical developer responsibilities by developer)		•		•
Tourism Economics cruise passenger spending study	•			