



**SANTA ROSA COUNTY
ENGINEERING DEPARTMENT**

ROGER BLAYLOCK, P.E.
County Engineer
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6051 Old Bagdad Highway, Suite 300 | Milton, Florida 32583

MEMORANDUM

TO: Tony Gomillion, County Administrator

FROM: Michael W. Schmidt, P.E., Assistant County Engineer *Michael*

THROUGH: Roger A. Blaylock, P.E. County Engineer *Roger*

DATE: July 20, 2016

RE: Venetian Way/Coronado Drive HMGP

DISCUSSION:

In December of 2015 the Venetian Way/Coronado Drive HMGP was officially awarded by FEMA. On May 20, 2016 eight (8) engineering proposals were received, and in April, 2016 the Board approved staff to review and rank these eight proposals. During the BOCC meeting of June 9, 2016 the Board approved staff to develop a Professional Service Agreement with Southern Site and Utility Design.

FINDING:

The Venetian Way/Coronado Drive HMGP project is located within the Villa Venyce subdivision. Properties within this area experience flooding losses due to repetitive and extensive roadway, yard and structural flooding. This \$2.6 million project will provide improved flood protection for the affected residences located within the project area. All funding is a 75% federal match.

RECOMMENDATION:

Discussion to recommend approval of Professional Service Agreement with Southern Site and Utility Design, in the amount of \$207,500.00, for the Venetian Way/Coronado Drive HMGP project.

MWS/sjp

Southern Site & Utility Design, Inc.
6555 Caroline Street, Milton, Florida 32570
Phone: (850) 623-9493 Fax: (850) 626-7889
E-mail: ssudpaul@gmail.com

Thursday, July 14, 2016

Santa Rosa County
6051 Old Bagdad Highway
Milton, Fl 32583

RE: Venetian Way / Coronado Drive Drainage Project.

Civil / Site Engineering Services to be Performed:

A. Land Surveying

Boundary and topographic surveying will be performed as required within the project limits as illustrated in the drawing presented with the RFQ and as verified by a field review by Southern Site & Utility Design, Inc. Horizontal and vertical control will be established for design and construction activities. Right of way lines will be established throughout the work area.

Improvements within the right of way will be located as well as wetland delineation lines. Utility providers will be notified and coordination efforts made to ensure accurate existing utility locations. Once potential easement areas are identified and agreements reached, a boundary survey will be prepared to include a legal description of the easement.

B. Wetland Delineation

Wetland areas within the project limits will be flagged accordingly to allow for location by the surveyor.

C. Geotechnical Borings, Testing, and Report

Soil borings will be performed throughout the project area. Samples will be taken and tested to identify soil conditions. A report will be generated regarding soil characteristics as well as seasonal high groundwater estimates.

D. Engineering Design and Analysis

Surveying data will be compiled along with wetland information and geotechnical data. Drainage basins and sub-basins will be established for the project area. Inlet spacing, pipe sizing, and stormwater routing will be performed utilizing the existing ICPR model data provided by Santa Rosa County, which will be revised by Southern Site & Utility Design, Inc. as deemed appropriate per the findings of the geotechnical investigation and surveying work.

E. Construction Plans and Specifications

Construction plans will be prepared for the drainage improvements design and analysis. Plan and profile sheets will be developed to identify pipe depths and potential conflicts with existing utilities. Utility conflicts will be resolved and drainage details developed. Technical specifications will be generated utilizing the National Engineering Handbook procedures and modified to reflect Santa Rosa County Standards.

F. Permitting (ERP)

Construction plans and appropriate application packages will be submitted to FDEP/NFWMD for permitting. Review comments will be addressed and resubmitted as required for permit issuance.

G. Reports Required by FEMA

Cost estimates will be prepared periodically and provided to Santa Rosa County and FEMA as needed and as requested. Assistance will be provided for FEMA cost-benefit analysis and updates to quarterly progress reports.

H. Easement Acquisition

As the design progresses, various land owners will be contacted to determine the potential for providing an easement to allow for stormwater conveyance across their property. As potential sites are identified, an analysis will be made as to the need and value of the easement relating to the stormwater system design. Once easement areas are found, the land owners will be asked to sign an agreement and surveying services will commence. A legal description will be prepared and provided to Santa Rosa County for recording.

I. Public Meetings

A public meeting will be scheduled and attended to inform the affected local residents of the anticipated extent of the project improvements, maintenance of traffic, and other information related to the construction.

Fee Estimate for Professional Civil / Site Engineering Services: \$207,500.00

• A – Land Surveying	\$45,500
• B – Wetland Delineation	\$3,200
• C – Geotechnical	\$6,800
• D – Engineering Design and Analysis	\$49,600
• E – Construction Plans and Specifications	\$69,000
• F – Permitting	\$16,500
• G – Reports	\$8,400
• H – Easement Acquisition	\$4,800
• I – Public Meetings	\$3,700

Any Requested Service not specifically Described above in this agreement may result in additional fees.

(This proposal is subject to acceptance within 30 days and may become void thereafter at the option of the undersigned.)



07/14/16

Authorized Signature

Date

Paul A. Mcleod, Jr., P.E., Vice-President

Client: To accept the above described proposal and authorize work to proceed, sign where indicated below.

Proposal Accepted By:

Client Signature (Date)

Printed Name / Title

Terms and Conditions:

The following terms and conditions shall become a part of this agreement for providing professional engineering services as outlined in the preceding pages.

Access To Site

Unless otherwise stated, the Engineer, or the Engineer's representative, will have access to the site for activities necessary for the performance of the services. The Engineer, or the Engineer's representative, 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.

Fee

The total fee, except stated lump sum, shall be understood to be an estimate, based upon Scope of Services, and shall not be exceeded without written approval of the Client. Where the fee arrangement is to be on an hourly basis, the rates shall be those that prevail at the time services are rendered.

Billings/Payments

Invoices for work specified in this proposal are to be paid prior to submittal of plans for approval as outlined in the fee arrangement. Invoices for additional services are to be paid according to separate contract approved by the Client and the Engineer. Any type of plan or application or permit will not be submitted in the case of an outstanding invoice. In the event that an invoice remains unpaid for 30 days from the date of the invoice, a service charge of 1.5% (or the legal rate) per month will be added to the invoice. If such unpaid invoice remains unpaid an additional 60 days (90 days from date of invoice) the Client shall be held responsible for all costs associated with collection of fees due including attorney's fees.

Indemnification

The Engineer shall indemnify and hold harmless the Client and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the services, unless such claims, damage, loss or expense is caused in whole or in part by the negligent act of omission, and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except the Engineer) or anyone for whose acts any of them may be liable.

Hidden Conditions

A condition is hidden if concealed by existing features or is not capable of investigation by reasonable visual observation. If the Engineer has reason to believe that such a condition may exist, the Client shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition. If (1) the Client fails to authorize such investigation or correction after due notification, or (2) the Engineer has no reason to believe that such a condition exists, the Client is responsible for all risks associated with this condition, and the Engineer shall not be responsible for the existing condition nor any resulting damages to persons or property.

Risk Allocations

In recognition of the relative risks, rewards and benefits of the project to both the Client and the Engineer, the risks have been allocated so that the Client agrees that, to the fullest extent permitted by law, the Engineer'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 the total amount of \$50,000.00, the amount of the Engineer's fee (whichever is greater) or other amount agreed upon when added under special conditions. Such causes, include, but are not limited to the Engineer's negligence,

errors, omissions, strict liability, breach of contract or breach of warranty.

Termination of Services

This agreement may be terminated upon 10 days written notice by either party should the other fail to perform his obligations hereunder. In the event of termination, the Client shall pay the Engineer for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

Ownership of Documents

All documents produced by the Engineer under this agreement shall remain the property of the Engineer and may not be used by this Client for any other endeavor without the written consent of the Engineer.

Applicable Law

Unless otherwise specified, this agreement shall be governed by the laws of the principal place of business of the Engineer.

Timely Execution of Work

The Engineer shall not be held responsible for any delays caused by: regulatory agencies, work being suspended due to non-payment, acts of God, additional work not specified in this proposal, problems caused by geotechnical conditions or hidden conditions, or for deviations and alterations which involve extra work or redesign.