

SPECIFIC AUTHORIZATION

11-909-00

Pursuant to the provisions contained in the "Agreement for Design Build Services" between the CITY OF PORT ST LUCIE, hereinafter referred to as "OWNER", and Holtz Consulting Engineers, Inc., hereinafter referred to as "FIRM", this Specific Authorization outlines the services to be provided by the FIRM under the terms and conditions set forth herein and in the AGREEMENT, which is incorporated herein by reference as though set forth in full.

The OWNER desires engineering and/or design build services related to Noble Oaks Lift Station and Low Pressure Improvements, hereinafter referred to as the "SPECIFIC AUTHORIZATION".

Section 1 - Terms

Capitalized terms not defined in this SPECIFIC AUTHORIZATION shall have the same meaning as ascribed to them in the AGREEMENT.

Section 2 - Scope of Services

The FIRM will provide the following services in accordance with applicable section(s) of the AGREEMENT:

This scope of work is for the installation of a new low pressure force main collection system and submersible lift station and discharge force main for the Noble Oaks section of Owner's service area. The project includes a low pressure force main collection system for the fifteen (15) residential lots on Noble Oaks Lane. The lift station will be designed to accommodate flow from the 15 lots in the immediate future and approximately 235 ERCs in the future.

All work will be done in accordance with OWNER'S standards for construction and construction details, unless specifically stated.

Plans and specifications will be provided to OWNER at the Draft and Final design completion stages. Florida Department of Environmental Protection (FDEP) and St. Lucie County Right-of-Way permits will be applied for at the draft design stage.

A detailed scope is prepared in Attachment A – Scope of Services.

Section 3 - Location

The services to be performed by the FIRM shall be on the following site or sites:

The low pressure collection main will be constructed in the Noble Oaks neighborhood and terminate at the proposed lift station. The lift station will be constructed in the vicinity of the Noble Oaks neighborhood on a City-owned property. The lift station discharge force main will be constructed in the South 25th St. right-of-way to the existing force main located at the intersection of River Branch Drive.

Section 4 - Deliverables

The FIRM will provide the following Deliverables to OWNER:

1. Performance and Payment bonds.
2. Design plans for construction and permitting, purchasing, and construction purposes at the draft and Final design stages.
3. All required permits.
4. Project, equipment, and material submittals.
5. Purchase and installation of equipment and materials.
6. Coordination of all shut down scheduling.
7. Construction of improvements.
8. Startup and testing services.
9. Restoration activities.
10. Record drawings.
11. Closeout of any outstanding permits.

Section 5 - Time of Performance

Execution of this SPECIFIC AUTHORIZATION shall constitute Notice to Proceed. The FIRM and OWNER agree to the following schedule:

Task	Time to Completion
Notice to Proceed (NTP) for Phase 1 Services	0 Days
Release Surveyor and Geotech	1 Day from NTP
Complete Survey and Geotech	30 Days from NTP
Draft Design Submittal	60 Days after Receipt of Survey
Permitting	Permit Applications Submitted with Draft Design
Final Design Submittal	15 Days after Receipt of Comments from OWNER on Draft Design
Substantial Completion	240 Days from NTP for Phase 2 Services
Final Completion	270 Days from NTP for Phase 2 Services

Section 6 - Method and Amount of Compensation

The FIRM shall be paid by the OWNER in accordance with the AGREEMENT.

Total job Price: \$1,060,345.00.

- The fee for Phase 1 Services is \$62,892.00 and shall be paid by OWNER on a lump sum payment basis. No retainage shall be withheld for Phase 1. A detailed cost breakdown is included in Attachment B – Phase 1 Cost Summary.
- The initial GMP for Phase 2 services is \$997,453.00. This budget price is based on preliminary construction cost estimates and a GMP Change Order will be provided to OWNER in Task 2 of Phase 1 services. Phase 2 shall be paid by OWNER on a unit price payment basis. Retainage shall be withheld for Phase 2 pursuant to the terms of the AGREEMENT. A detailed cost breakdown is included in Attachment C – Phase 2 Project Estimate. The GMP shall be reconciled after Substantial Completion.

Section 7 - Specifications

The specifications for this SPECIFIC AUTHORIZATION are set forth in the City of Port St. Lucie Utility Systems Department Utility Standards Manual, which are incorporated herein by reference. Additional specifications will be prepared as needed for purchase and installation of materials and equipment.

On the terms contained in the FIRM's said proposal for the doing of said work and the said award therefore, and the Specifications herein specifically referred to and made a part of this contract.

Section 8 - Responsibilities

The FIRM shall, under no circumstance, look to the OWNER to provide any labor or equipment for the FIRM. The FIRM shall provide all of the labor and equipment necessary to perform the job or services contracted for at the expense of the FIRM. Risk of damage, destruction or loss of any property of any kind brought onto the premises or received by the FIRM that may be on the premises which are the SPECIFIC AUTHORIZATION site, during the performance of this SPECIFIC AUTHORIZATION, shall be at the sole risk of the FIRM.

- 8.1 The OWNER hereby designates John Eason as the OWNER'S representative pursuant to Section 5 of the AGREEMENT.
- 8.2 In addition to applicable provisions of Section 3 of the AGREEMENT, the OWNER will furnish the following:
 - 1. Reasonable access to the site and coordinated shutdowns.
 - 2. Submittal reviews by OWNER staff.
 - 3. Permit fees are to be paid by OWNER

The FIRM acknowledges and understands that it is an independent contractor in its relationship with the OWNER. The FIRM hereby designates **Curtis Robinson** as the FIRM's representative.

Section 9 - Commencement

Phase 1 Services:

The FIRM shall commence upon Notice to Proceed and end **120 days** after NTP for Phase 1 Services.

Phase 2 Services:

The FIRM must obtain authorization on a GMP Change Order prior to commencing Phase 2 Services and will end **270 days** after commencing Phase 2 Services.

Section 10 - Other Provisions

All applicable portions of the AGREEMENT not specifically modified herein shall remain in full force and effect and are incorporated by reference herein.

ATTACHMENT A – SCOPE OF SERVICES

NOBLE OAKS LIFT STATION AND LOW PRESSURE IMPROVEMENTS

The project will include surveying, engineering, and construction services for the design, permitting, procurement, and installation of a new low pressure force main collection system and submersible lift station and discharge force main for the Noble Oaks section of Owner's service area. The project includes a low pressure force main collection system for the fifteen (15) residential lots on Noble Oaks Lane. The lift station will be designed to accommodate flow from the 15 lots in the immediate future and approximately 235 ERCs in the future.

The project will consist of the following tasks:

Phase 1 Services:

Task 1 – Surveying and Site Investigation.

The Design-Build Firm (DB FIRM) will contract with Betsy Lindsay, Inc. to perform a topographic route survey and prepare base drawings for the proposed force main:

- The horizontal control shall be based on the Florida State Plane Coordinate System, and the vertical shall be based on the North American Datum of 1983 (NAD 83). Three permanent benchmarks will be established and will reference the NAVD of 1988 (NAVD 88) with a conversion to NGVD 29 to be displayed on the survey.
- The topographic survey shall collect cross-section elevations from the right-of-way to the right-of-way lines at 50-foot intervals covering the proposed low pressure force main route along Noble Oaks Lane. It will include cross-sections of the force main route along South 25th Street from the proposed lift station to the existing force main located at the intersection of River Branch Drive.
- The survey will also include the proposed lift station site.
- The survey will locate above-grade improvements and any surface evidence of below-grade utilities and structures as well as all flagged utilities.

Right-of-ways lines, tract lines, and easements within the survey area will be depicted on the survey.

Task 2 – Geotechnical Exploration Services.

This task will include performing subsurface explorations and geotechnical studies to obtain subsurface soil information necessary for the proper design of the lift station wet well. The work includes one standard penetration tests at a depth of 50 feet by Anderson Andre Consulting Engineers, Inc. near the location of the proposed lift station wet well. The borings will be performed in general accordance with procedures recommended in ASTM D-1586, using a truck-mounted drilling rig. A geotechnical report summarizing the results of the boring will be provided and incorporated into the Contract Documents. The report will

include the location and depth of the boring, visual classification of the recovered samples, a compressive strength test results on rock as necessary and means and methods for soil compaction and consolidation as may be required.

Task 3 – Engineering Design Services.

DB FIRM shall prepare construction plans for the installation of a low pressure force main system for the fifteen (15) lots located in the Noble Oaks neighborhood. A new duplex submersible lift station will be designed to meet Owner standards. It will include a concrete precast wet well and terminal manhole, concrete top slab, chain link fence, control panel with generator receptacle, biological odor control system, and concrete driveway. The lift station will connect to the Owner's existing fiber optic systems. A lift station discharge force main will be designed to connect the new lift station to the existing force main

All work will be done in accordance with OWNER'S standards for construction and construction details, unless specifically stated.

Plans will be provided to OWNER at the draft and Final design completion stages. This task includes attendance at meetings, site visits, coordination with other utilities within the vicinity, and preparation of one construction cost estimate.

Task 4 – Permitting Services

The DB Firm shall prepare and submit applications for permits to construct the force main at the 90% design stage. Applications for permits will be submitted to the following agencies:

- Florida Department of Environmental Protection (FDEP)
- St. Lucie County Right-of-Way Permit

Permit fees will be paid by OWNER. Responses to requests for additional information from FDEP and St. Lucie County are included in the DB Firm's fees.

Phase 2 Services:

Task 5 - Engineering Services During Construction.

During the construction phase of the Project, the DB FIRM will provide the following services:

- Direct the preconstruction meeting with the OWNER, subcontractors, and other interested parties.
- Administer the Construction Contract between DB FIRM and OWNER.
- Administer the subcontracts between DB FIRM and subcontractors.

- Prepare and submit shop drawings and submittals. Review and comment on shop drawings submitted by subcontractors and suppliers and obtain approval from OWNER.
- Review subcontractor invoices and prepare monthly applications for payment.
- Manage and coordinate with subcontractors and material suppliers.
- Provide subcontractor oversight and inspection including providing construction managers and inspectors for compliance with design documents.
- Furnish and install all materials, labor, and equipment required for the complete installation of the force main as shown on the Final Design plans.
- Prepare Record Drawings with each Pay Request and at completion of the project.
- Certify and close-out all permits.
- Reconcile the GMP Change Order with OWNER.
- Prepare final documentation for Contract close-out.
- Conduct a Warranty Walk-through 12 months after Final Completion.

Attachment B: Noble Oaks Lift Station and Low Pressure Improvements Phase 1 Services Cost Summary

Task	Rate Item	Principal Engineer	Associate Engineer	Senior Project Manager	Project Manager	Project Engineer (PE)	Construction Manager	Project Engineer (EI)	Construction Inspector	Senior Designer	Drafter	Administrative Assistant	Subconsultant	Item Cost (Note Subconsultant fee is marked up 10%)	Task Cost
		\$195	\$190	\$170	\$150	\$130	\$150	\$105	\$105	\$115	\$100	\$80	-		
		Hours											Fees		
1. Surveying and Site Investigation	Betsy Lindsay Inc.												\$5,900.00	\$6,490.00	\$7,490.00
	Coordination with Surveyor and Field Truth Survey			1				2		4		2		\$1,000.00	
2. Geotechnical Evaluation	AACE, Inc.												\$3,115.00	\$3,427.00	\$3,977.00
	Coordinate with Geotech Firm			2				2						\$550.00	
3. Engineering Design Services	Kickoff Meeting	1		1				1						\$470.00	\$47,350.00
	Site Visits			2				4			2			\$960.00	
	Calculations	2		4		16		24						\$5,670.00	
	Electrical Engineering (C&W Engineering)												\$9,800.00	\$10,780.00	
	Coordination with Subs and Manufacturers			4				8				4		\$1,840.00	
	Prepare Draft Design	4		8		16		40			120			\$20,420.00	
	Prepare Construction Cost Estimate			2		2		4						\$1,020.00	
	Prepare Final Design	2		4		8		16			24			\$6,190.00	
4. Permitting	Prepare FDEP Permit Application			2				2						\$550.00	\$4,075.00
	FDEP RFI Response			2				2						\$550.00	
	Coordination with FDEP			1				1						\$275.00	
	Prepare SLC ROW Permit Application			2				4						\$760.00	
	SLC ROW RFI Response			2				6						\$970.00	
	Coordination with SLC ROW			2				6						\$970.00	
		9	0	39	0	42	0	122	0	4	146	6	\$18,815.00 HCE \$44,077	Total Engineering Fee	\$62,892.00

Description	Quote/Vendor	Unit	Quantity	Cost	Ext. Cost	Tax (%)	Markup	Ext. Price
01 General Requirements								
General Conditions								
Submittal Labor	HCE	HR	40	\$ 105.00	\$ 4,200.00		1 \$	4,200.00
Record Drawings	HCE	HR	16	\$ 150.00	\$ 2,400.00		1 \$	2,400.00
Progress Meetings	HCE	HR	12	\$ 150.00	\$ 1,800.00		1 \$	1,800.00
Scheduling	HCE	HR	20	\$ 170.00	\$ 3,400.00		1 \$	3,400.00
Construction PM	HCE	HR	80	\$ 170.00	\$ 13,600.00		1 \$	13,600.00
Construction Manager	HCE	HR	320	\$ 150.00	\$ 48,000.00		1 \$	48,000.00
Purchasing and Subcontracts	HCE	HR	16	\$ 190.00	\$ 3,040.00		1 \$	3,040.00
SC Inspection and Closeout Activities	HCE	HR	4	\$ 170.00	\$ 680.00		1 \$	680.00
Permit Coordination and Closeout	HCE	HR	4	\$ 150.00	\$ 600.00		1 \$	600.00
Warranty Walkthrough	HCE	HR	4	\$ 105.00	\$ 420.00		1 \$	420.00
Construction Assistance	HCE	HR	24	\$ 190.00	\$ 4,560.00		1 \$	4,560.00
Permit Fees	HCE	Allowance	1	\$ 3,000.00	\$ 3,000.00		1 \$	3,000.00
Bond	HCE	LS	1	\$ 7,921.40	\$ 7,921.40		1.15 \$	9,109.00
Project Mgmt. License	HCE	LS	1	\$ 3,221.00	\$ 3,221.00		1.15 \$	3,704.00
Bid Item Totals:							\$	98,513.00
01 General Conditions								
General Conditions	Felix	LS	1	\$ 90,000.00	\$ 90,000.00		1.1 \$	99,000.00
Bid Item Totals:							\$	99,000.00
02 Sitework								
Sitework	Felix	LS	1	\$ 440,000.00	\$ 440,000.00		1.1 \$	484,000.00
Bid Item Totals:							\$	484,000.00
03 Concrete								
Concrete	Felix	LS	1	\$ 20,000.00	\$ 20,000.00		1.1 \$	22,000.00
Bid Item Totals:							\$	22,000.00
09 Finishes								
Finishes	Felix	LS	1	\$ 10,000.00	\$ 10,000.00		1.1 \$	11,000.00
Bid Item Totals:							\$	11,000.00
11 Equipment								
Equipment	Felix	LS	1	\$ 85,000.00	\$ 85,000.00		1.1 \$	93,500.00
Bid Item Totals:							\$	93,500.00
15 Mechanical								
Mechanical	Felix	LS	1	\$ 30,000.00	\$ 30,000.00		1.1 \$	33,000.00
Bid Item Totals:							\$	33,000.00
16 Electrical								
Electrical	Felix	LS	1	\$ 125,000.00	\$ 125,000.00		1.1 \$	137,500.00
Bid Item Totals:							\$	137,500.00
100 Engineering Services								
See "Attachment D"							Bid Item Totals: \$	18,940.00
Grand Totals:							\$	997,453.00

Attachment D: Noble Oaks Lift Station and Low Pressure Improvements

		Principal Engineer	Associate Engineer	Senior Project Manager	Project Manager	Project Engineer (PE)	Project Engineer (EI)	Construction Manager	Construction Inspector	Senior Designer	Drafter	Administrative Assistant	Subcontractor	Item Cost (Note Subconsultant fee is marked up 10%)	Task Cost
Task	Rate	\$195	\$190	\$170	\$150	\$130	\$105	\$150	\$105	\$115	\$100	\$80	-		
	Item	Hours													
3. Construction Phase Engineering Services	Preconstruction Meeting with Agenda and Minutes		2	2		8	8								
	Submittal Review			2		8	8								
	Progress Meetings		2	4	4										
	Electrical Engineering (C&W)												\$6,400.00		
	Prepare Record Drawings			2		4					24				
	Prepare Final Reconciliatory Change Order		2			2									
	Permit Inspections and Closeout			4			8								
		0	6	14	4	22	24	0	0	0	24	0	Sub \$6,400.00 HCE \$12,540		
														Total Engineering Fee	\$18,940.00