



May 12, 2022

Mr. Hugh L. Russell, II, GP / Co-Trustee
Virginia W Russell FLP
1392 NE Rocky Springs Church Road
Madison, Florida 32340-4031
hughrussell2@comcast.net

RE: **Harbor Bluffs Project – 11th Drive Roadway Improvements
Construction Administration Services**
Indian River County, FL
Our File # 1931LJ

Dear Hugh:

As you are aware, the 11th Drive Roadway Improvements project has been designed and fully permitted. In addition, the construction plans have been the subject of a bidding process during which Sheltra & Sons provided the only bid in the amount of \$ 1,643,936. It is understood you will be entering into a contract for the construction of the 11th Drive Roadway Improvements project with Sheltra. It is understood you desire Masteller & Moler, Inc. to perform construction services for the project.

It is understood in accordance with the approved Developer's Agreement between the Virginia Russell Family Limited Partnership (VRFLP) and Indian River County, you will be entitled to reimbursement for a portion of the construction services fees for this project. It is therefore recommended you obtain approval of our proposed fees for construction services from the County prior to executing this Proposal.

We propose to provide you with the following construction services for the 11th Drive Roadway Improvements project:

SCOPE OF SERVICES

Shop Drawing Review / Pre-Construction Meeting: We shall review all shop drawings and submittals for site work construction pertaining to stormwater and paving systems. We shall coordinate obtaining Indian River County approval of the shop drawings.

We will coordinate with the Contractor and his sub-contractors and Indian River County Personnel to set up the required pre-construction meeting. The "pre-con" provides an opportunity for the County to offer instructions regarding areas of special concern and to describe the construction inspection and project completion procedures.

On-Site Construction Observation: During construction of the site improvements by the Contractor, we shall perform construction observation to confirm the stormwater management and roadway construction is completed in conformance with the approved design and technical specifications on the approved construction plans. We will coordinate the required formal inspections of certain construction elements such as string-line tests and setting of structures, etc. Formal inspections require forty-eight (48) hours' notice prior to procedure.

As-Built Review: Upon completion of construction, Masteller & Moler, Inc. must be provided with As-Built surveys to confirm proper horizontal and vertical alignment of constructed stormwater and paving systems. The As-Built survey is typically provided by the Contractor's Surveyor (licensed in the State of Florida) and must be provided in AutoCAD format and black line with reference to State Plane Coordinates as required by Indian River County.

While reviewing the as-built survey, we shall conduct an initial walk-through and develop a punchlist of construction deficiencies. The punchlist shall be provided to the Contractor and the client. Once the contractor has satisfactorily corrected the punchlist items and we are confident that the site has been constructed in compliance with the permit approvals, and we are provided with all required information, we shall submit a Certification of Construction Completion to Indian River County and request final inspection. In the event the County prepares a punchlist, we will provide said punchlist to the Contractor in order that the items may be addressed. Once the County's punchlist has been resolved to our satisfaction, we shall notify the County that the site is ready for re-inspection.

Required certifications shall be prepared and submitted as described herein.

Generating the As-built survey is not included in our fees. Daily and Periodic inspections of erosion control devices and reports required by the NPDES General Permit are the Responsibility of the Contractor and are not included in this proposal.

Engineering Certifications: Upon completion of stormwater and paving systems and review of As-Built and Testing results to confirm proper construction, we shall prepare Engineering Certifications to be submitted to the following agencies:

1. St. Johns River WMD Stormwater
2. IRC Engineering (Right-of-Way Permit)
3. IRC Public Works (Stormwater Permit)
4. IRC Planning (Land Clearing & Tree Removal)

We shall prepare One (1) Engineering Certification for each of the above-listed permits. Our submittal of certifications assumes that all drainage and pavement systems will be properly constructed and tested prior to submittal of the Engineering Certifications and request to place systems into operation.

We propose to perform the Scope of Services described above for the lump sum fee of \$ 77,888.00.

In order to complete our services for this project, we will need to be provided with the following from the selected project contractor:

1. Shop Drawings and Submittals for all structures / materials.
2. Maintenance of Traffic Plans.
3. As-builts in Autocadd and signed and sealed on NAVD88 datum meeting Indian River County standards.
4. Testing results for curb pad compaction, stabilized subgrade and base course, sidewalk compaction, concrete cylinder test results for curb & sidewalks, and asphalt mix design / tickets.
5. Contractor's Release of liens and affidavit.



Billing will be as follows: Fees shall be billed monthly based upon the Engineer's estimated percentage of the total project services completed to that date. Payment of fees rendered is due within thirty (30) days from billing date.

For any and all subcontract services invoiced through this office except for Masteller, Moler & Taylor, Inc., there will be a minimum 15% surcharge on the face amount of said subcontractor's invoice, to cover the costs associated with administration and coordination of the subcontractor's services.

Any and all items not specifically set forth in this proposal are excluded. Specifically excluded items include but are not limited to: application fees, site plan applications, platting applications, easement documents, signalization designs, soil borings, traffic studies/link sheets, mitigation design/environmental permitting, consumptive use permitting, landscape/irrigation designs, and construction stakeout.

Reimbursable expenses are considered outside our lump sum fee and will be invoiced per item (j) of the general conditions. In addition, any expansion of the scope of work or major revisions which may be required by any new rules or regulations enacted subsequent to the date of this proposal, are not included.

GENERAL CONDITIONS

In addition, the following items are stipulated:

a) Application Fees

Any and all application fees required by permitting agencies will be paid for directly by the Owner/Client.

b) Scope of Work

The scope of work as outlined above is based on our estimate of the normal engineering and design services necessary. However, should the need arise for additional engineering design work by virtue of revisions or redesign required by you or any governmental reviewing agencies having jurisdiction, then additional billing will be based on the fee schedule included hereinafter under item (h), or this Contract can be renegotiated to the satisfaction of both parties.

c) Payment of Fees

Payment of all fees for services rendered shall be paid within thirty (30) days of billing. This project and the anticipated fees are predicated upon the prompt and continual satisfaction of our monthly invoices. Commencing on the thirty-first day, interest shall be added to the unpaid balance at the rate of one and one-half percent (1-1/2%) per month or a total of eighteen percent (18%) per annum. In the event that the matter of delinquent payments shall be turned over to legal counsel for collection, legal fees, costs and recording fees incurred for collection shall be added to the outstanding amounts due.

d) Release/Reuse of Documents

All documents including drawings, disks, specifications and reports prepared or furnished by Masteller & Moler, Inc. (Engineer) or Engineer's Independent Professional Associates and Consultants pursuant to this agreement are instruments of service in respect of the Project and the Engineer, Client, and Indian River County shall retain all Ownership and property interests therein, whether or not the project is completed.



Owner/Client/Indian River County will be provided and may retain copies of said documents for his/her/their use and information. Any reuse without express written verification or adaptation by Engineer for the specific purpose intended, will be at Owner's/Client's/Indian River County's sole risk and without liability or legal exposure to Engineer or to Engineer's Independent Professional Associates and Consultants. Owner/Client shall indemnify and hold harmless the Engineer and Engineer's Independent Professional Associates and Consultants from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom. The Engineer shall not be held liable for any modifications made to the documents by others.

When all work contemplated under this Agreement is complete, all of the above data shall be delivered to the Client and Indian River County Project Manager upon request.

e) Release/Reuse of Electronic Data

All electronic data including drawings, specifications and reports prepared or furnished by Masteller & Moler, Inc. (Engineer) or Engineer's Independent Professional Associates and Consultants pursuant to this agreement are instruments of service in respect of the Project. Any *Release/Reuse of Electronic Data* agreed upon by the Engineer shall automatically be encumbered by above stated Item (d) *Release/Reuse of Documents*.

f) Limitation of Liability

The Owner and Masteller & Moler, Inc. have considered the risks, rewards, and benefits of the project and the Engineer's total fee for services. Risks have been allocated such that the Owner agrees that, to the fullest extent permitted by law, the Engineer's liability to the OWNER 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 fee received for the project. Such causes include but are not limited to the Engineer's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

Pursuant to Florida Statute § 558.035, an individual employee or agent of Masteller & Moler, Inc. may not be held individually liable for damages resulting from negligence occurring within the course and scope of professional services rendered under this professional services contract.

g) Engineers Certification Definition

"Certification" shall mean a statement signed and/or sealed by a professional engineer representing that the engineering services have been performed by the professional engineer, and based upon the professional engineer's knowledge, information and belief, and in accordance with commonly accepted procedures consistent with applicable standards of practice, and is not a guarantee or warranty, either expressed or implied.

h) Additional Work Performed

Any and all work performed, other than that expressly delineated within this general contract, shall be billed at the following job classification and rates, as applicable:



Principal of Firm	\$ 190.00/hr.
Professional Engineer (PE)	\$ 165.00/hr.
Project Manager	\$ 135.00/hr.
CAD Draftsperson/Designer	\$ 100.00/hr.
Project Field Representation (Inspector)	\$ 90.00/hr.
Administrative (Typing, etc.)	\$ 75.00/hr.

No such work shall be undertaken, except upon receipt of verbal or written authorization of Owner/Client.

i) Representations Relating to Work Performed

The plans, designs and documents which are subject to this contract shall be prepared in a professional manner consistent with the profession's "Normal Standard of Care."

Nevertheless, no representations or warranties are made as to the success, approval or the issuance of permits on any application submitted by Owner/client based in whole or in part upon the plans, designs, or documents prepared by Masteller & Moler, Inc.

Backcharges will not be accepted by Masteller & Moler, Inc. unless we provide written agreement covering all corrective action and the total amount of the backcharge necessary to accomplish the corrective action.

j) Reimbursables

1) Print Costs

All photo copies, prints and facsimile transmissions will be billed at the following rates: Photo copies 8½" x 11" \$0.25/sheet; photo copies 8½" x 14" \$0.35/sheet; photo copies oversized \$0.50/sheet; black line prints \$0.333/SF; reproducible mylars \$4.40/SF; and CD's \$10.00.

2) Miscellaneous - Express Mail, Telephone, Travel

If at any time information must be transmitted by mail, overnight mail or courier, these charges will be included on your monthly invoice at actual invoice cost. In addition, reimbursement for expenses such as telephone, travel, hotel, meals, etc. will be at actual costs incurred.

k) Price Guarantee

Prices quoted are firm for sixty (60) days from the date of this proposal.

l) Compliance with Agency Regulations

All work will be performed in accordance with appropriate City, County and State regulations relative to the proposed project.

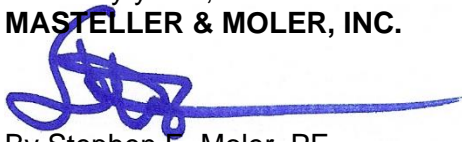
m) Assignment and Termination

While binding upon the parties, their successors or assigns, this Contract may not be transferred or assigned without the written consent of both parties. Owner/Client or Engineer shall have the right to terminate this Contract for any breach hereof after ten (10) days written notice. Should you exercise the right to terminate this Contract after ten (10) days written notice, Masteller & Moler, Inc. shall be compensated for services performed and expenses incurred to termination date.



We thank you for the opportunity to offer the services of our firm and look forward to continue working with you.

Sincerely yours,
MASTELLER & MOLER, INC.



By Stephen E. Moler, PE
Its Executive Vice President
SEM/cab

AUTHORIZATION TO PROCEED

If these conditions and this proposal meet with your approval, please sign and return one (1) copy of this letter as our formal Authorization to Proceed. This project if authorized will be performed with due diligence, subject to acts of God, etc. beyond our control.

Date

Signature

Company Name

Printed Name & Title

Address

