



January 16, 2020

Mr. Richard Szpyrka, PE
Indian River County Public Works Director
1801 27th Street
Vero Beach, Florida 32960

RE: 11th Drive (41st Street to South Line of Harbor Bluffs)
Developer's Agreement Conditions
Indian River County, Florida

Dear Rich:

Per your email dated January 13, 2020 we are enclosing herewith the following documents pertaining to the 11th Drive Public Roadway Improvements project:

1. one (1) originally executed Final Engineering Services Agreement for Design, Permitting & Construction Services for the 11th Drive & 41st Street turn lane improvements
2. Agreement Letter from Hugh Russell

Please let me know if you need any other information take this to the Board on February 4th for consideration.

Sincerely yours,
MASTELLER & MOLER, INC.

Stephen E. Moler, PE
Vice President
SEM/cab

Cc: Hugh Russell, Virginia W Russell Family Partnership LTD
Bruce Barkett, Collins Brown Caldwell Barkett
Dan Richey, Riverfront Groves

File#1931\General Correspondence
(ir_RSzpyrka_DesignAgreement_20-0116.docx)



December 20, 2019

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 & 41st Street Turn Lanes / Design, Permitting & Bidding Services**
Indian River County, FL
Our File # 1931

Dear Hugh:

Masteller & Moler, Inc. is pleased to provide you with this proposal for performance of land surveying and civil engineering services to support the Harbor Bluffs project's proposed "Public Road". The "Public Road" portion of the project is intended to be developed along a north to south alignment from 41st Street to the south line of the Harbor Bluffs site in line with existing 12th Drive.

The right-of-way for the public road to be conveyed to Indian River County is generally described as follows:

Northern Half: 30' wide from both the Harbor Bluffs (Russell) site and 30' from the Riverfront Grove site

Southern Half: 60' wide from the Harbor Bluffs (Russell) site reverse curving into an alignment with 12th Drive

It is understood you are coordinating with the Riverfront Groves land owners to obtain the portion of right-of-way needed from their site to support the construction the 11th Drive roadway improvements.

It is anticipated the Public Road will contain two (2) 12' wide lanes, five (5') bike lanes, and 5' wide minimum sidewalks. Within our designs for 11th Drive, we shall depict the southbound left-turn lane for the southeast Harbor Bluffs parcel at an agreed upon location. For budget purposes, the construction costs have been estimated as follows:

County Costs

11th Drive Public Road Improvements \$ 1,205,755.88

Project Related Costs

11th Drive Turn Lanes \$ 83,421.62

Total Construction Cost \$ 1,289,177.50

Within this proposal we have provided the proposed fees for the scope of services. Portions of the fees are eligible for reimbursement from Indian River County based the approved Harbor Bluffs Developer's Agreement. It is recommended you obtain the County's concurrence with the sharing of engineering services fees prior to executing this Agreement. The breakdown of proposed reimbursable and non-reimbursable engineering fees is included on Exhibit A attached hereto.

It is understood both property owners are willing to convey right-of-way for the Public Road to Indian River County. In order to expedite the design and permitting of the project, it is understood the Harbor Bluffs site will provide for the stormwater needs for the 11th Drive improvements on the balance of its site via drainage easements which may be modified in the future to be consistent with future development plans.

Therefore, Masteller & Moler, Inc. proposes herein to provide you with the necessary design plans, engineering, and surveying services to complete the following scope of work associated with the 11th Drive Roadway Improvements project:

SCOPE OF SERVICES

Task I – Land Surveying

- A. We shall prepare Sketch & Legal Descriptions of the proposed right-of-way for 11th Drive to be conveyed from both the “Russell” and “Riverfront” properties in accordance with the Developer’s Agreement approved by the Board of County Commissioners on October 22, 2019.

Our lump sum fee for Task IA is \$ 750.00.

- B. We shall prepare a Route / Topographic Survey of the Harbor Bluffs site as well as sufficient offsite areas to support the design of the Public Road through the site. The limits of the topographic survey will include portions of 41st Street fronting the site, portions of the Riverfront Groves site, and the northern end of proposed 11th Drive at the south line of Harbor Bluffs. The survey will depict existing rights-of-ways and all aboveground physical features encountered along the route. Elevations shall be provided on NAVD’88 datum.

Our lump sum fee for Task IB is \$ 9,875.00.

- C. We shall prepare a Sketch & Legal Description of proposed stormwater management tracts to be situated on the “Russell” Harbor Bluffs property outside of the proposed 11th Drive right-of-way limits.

Our lump sum fee for Task IC is \$ 600.00.

The specific scope of services to be performed for Task 1 will be completed by Masteller, Moler & Taylor, Inc. (MMT) based on the attached proposal dated October 31, 2019.

Task II – Roadway Construction Plans

We shall develop Roadway Construction Plans for Harbor Bluffs portion of Public 11th Drive Improvements from 41st Street to the south line of the Harbor Bluffs site in Indian River County, Florida. We shall also develop plans for required turn lane improvements at access locations into the Harbor Bluffs site both east and west of the 11th Drive alignment as required by the Conceptual Site Plan approved Traffic Impact Analysis.

The Roadway Construction Plans shall include both Plan and Profiles views of the proposed roadway as well as cross-sections at appropriate intervals.



The Roadway Plans shall include striping and signage details for both 11th Drive roadway improvements. Signing and Pavement Markings Plans shall include: Separate Plan Sheets shall be made for Signing and Pavement Markings. Preparation of the plan layout, quantities (including signing and pavement marking quantity) and tabulation of quantities. All plans are to be prepared in accordance with the latest design standards and practices (MUTCD), FDOT Standard Specifications, Indexes, and shall be accurate, legible, and complete in design, drawn at the same scale as the Roadway Plans, and furnished in reproducible form. Plans will be included with the Roadway Plans.

Roadway Plan sheets shall depict existing rights-of-way, section lines, property lines, temporary construction easements, and centerline of construction. Horizontal control points with state plane coordinates for all PC's, PT's, curve radius, curve length, and horizontal PI's shall be included on the Plan or summarized in an alignment table.

All specifications shall reference Indian River County and/or Florida DOT Specifications for Road and Bridge Construction. Any deviations from County and/or Florida DOT Specifications for Road and Bridge will be noted and clarified in the Technical Specifications on the Construction Plans.

We propose to perform the Scope of Services outlined under "Task II" for the lump sum fee of \$ 65,000.00.

Task III – Stormwater Management Report

The stormwater management system will be supported by a written report substantiating that the design has been completed in conformance with Indian River County and St. Johns River Water Management District Rules and Regulations.

It is intended with this design that all stormwater management be accomplished within the "Russell:" Harbor Bluffs site within easements. The easement documents we understand will be written to allow for modification of the stormwater system supporting the 11th Drive improvements as well as its easements.

Any later physical modifications to the stormwater management system supporting 11th Drive as well as its corresponding easements proposed with future site development plans through the County's Site Planning process are not included. (In addition, future modifications to the stormwater management system will not be considered reimbursable by the County).

We propose to perform the Scope of Services outlined under "Task III" for the lump sum fee of \$ 15,000.00.

Task IV – Soils Investigation

In order to support the stormwater management design and to confirm the suitability of the site soils for roadway construction, we shall obtain a soils investigation along the roadway alignment and at the proposed stormwater management tracts.

We propose to perform the Scope of Services outlined under "Task IV" for the lump sum fee of \$ 2,450.00.



Task V – Environmental Assessment

In order to confirm there are no jurisdictional wetlands and/or threatened & endangered species we shall obtain an environmental assessment along the proposed roadway alignment and within proposed stormwater management tracts.

We propose to perform the Scope of Services outlined under “Task V” for the lump sum not to exceed fee of \$ 3,500.00.

Task VI - Permit Applications

Following completion of the Construction Plans and Stormwater Management Report, we shall submit permit applications to the following entities to authorize construction of the project:

Indian River County Right-of-Way
Indian River County Land Clearing Permit
Indian River County Tree Removal Permit
Indian River County Stormwater Permit
St. Johns WMD Environmental Resource Permit

We propose to perform the Scope of Services outlined under “Task VI” for the lump sum fee of \$ 3,000.00.

Task VII – Permit Acquisition Responses

In the event additional Requests for Additional Information (RAI's) are issued by permitting agencies, we will work closely to develop responses to agency concerns. As the scope of work to respond to these specific agencies' concerns is not well defined, we propose to perform “Task V” services based upon our job classifications and schedule of hourly rates as listed in Section (h) of this Agreement. We recommend \$ 8,000.00 be budgeted for Task VII.

Task VIII – Bidding Services

This task shall include preparation of bid documents including a “takeoff of quantities” bidding form to be used to obtain competitive bids from at least three (3) reputable general contractors with experience in roadway construction. We shall submit a formal request for bids and schedule a bid opening date, at which time bids will be opened at our office.

We shall review the bids and make a recommendation for award of a contract for the roadway construction work. Our scope of service under this task does not include preparation of the Contract to be executed by the selected general contractor.

Please note our services do not include preparation of general conditions and contract documents. Our services relate specifically to preparation of technical specifications on the Construction Plans and quantity takeoff to allow for unit price bidding of the work.



We propose to perform the Scope of Services outlined under “Task VIII” for the lump sum fee of \$ 8,000.00.

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, traffic studies/link sheets, mitigation design/ environmental permitting, consumptive use permitting, landscape/irrigation designs, construction stakeout, construction administration / observation, and certifications.

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 shall retain all Ownership and property interests therein, whether or not the project is completed. To that end, Engineer may exercise his right to execute a copyright notice upon any document prepared by Engineer in connection with this project. All original documents shall remain the sole property and in the sole possession of Engineer.

Owner/Client will be provided and may retain copies of said documents for his use and information; however, said documents are not intended or represented to be suitable for reuse by Owner/Client or others on extensions of the project or on any other project. Any reuse without express written verification or adaptation by Engineer for the specific purpose intended, will be at Owner's/Client'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.

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 and the Engineer shall retain all ownership and property interests herein, whether or not the project is completed. To that end, the Engineer may exercise his right to withhold the release of any electronic data and evaluate each request on an individual basis. 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	\$ 175.00/hr.
Professional Engineer (PE)	\$ 150.00/hr.
Professional Surveyor	\$ 140.00/hr.
Project Manager	\$ 125.00/hr.
Field Crew Project Coordinator	\$ 100.00/hr.
CAD Draftsperson/Designer	\$ 100.00/hr.
Field Crew	\$ 125.00/hr.
Project Field Representation (Inspector)	\$ 80.00/hr.
Administrative (Typing, etc.)	\$ 70.00/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.

3) Survey Reimbursable Expenses

The following items shall be charged the cost as described plus the hourly wage to perform such services if significant: concrete monuments \$17.50/per; lathes \$0.55/per; and hubs \$0.22/per.

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 working with you.

Sincerely yours,
MASTELLER & MOLER, INC.



By Stephen E. Moler, PE
Its 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

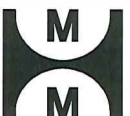


EXHIBIT "A" 12/20/2019

	<u>Reimbursable 11th Drive</u>	<u>Non-Reimbursable Project Turn Lanes</u>
TASK 1A	\$ 750.00	\$ 0.00
TASK 1B	\$ 7,900.00 (80%)	\$ 1,975.00 (20%)
TASK 1C	\$ 600.00	\$ 0.00
TASK II	\$ 52,000.00 (80%)	\$ 13,000.00 (20%)
TASK III	\$ 12,000.00 (80%)	\$ 3,000.00 (20%)
TASK IV	\$ 1,960.00 (80%)	\$ 490.00 (20%)
TASK V	\$ 2,800.00 (80%)	\$ 700.00 (20%)
TASK VI	\$ 2,400.00 (80%)	\$ 600.00 (20%)
TASK VII	\$ 6,400.00 (80%)	\$ 1,600.00 (20%)
TASK VIII	<u>\$ 6,400.00 (80%)</u>	<u>\$ 1,600.00 (20%)</u>
	\$ 93,210.00	\$ 22,965.00



Virginia W. Russell FLP
1392 NE Rocky Springs Church Road
Madison, FL 32340-4031

January 14, 2020

Mr. Richard B. Spyrka, PE
Public Works Director
Indian River County
1801 27th Street
Vero Beach, Florida 32960

RE: Harbor Bluffs 11th Drive Public Road Improvements

To Whom It May Concern:

I am in agreement with the breakdown of proposed reimbursable and non-reimbursable engineering fees is included on Exhibit A of the Masteller & Moler, Inc. design agreement dated December 20, 2019. I will sign said design agreement upon positive action by the Indian River County Board of County Commissioners.

Sincerely,



Hugh L. Russell, II
GP / Co-Trustee
Virginia W. Russell FLP