

INDIVIDUAL PROJECT SUPPLEMENT TO MASTER AGREEMENT FOR PROFESSIONAL SERVICES

This is an Individual Project Supplement dated March 2, 2022, which is an attachment to the Master Agreement dated November 30th, 2020 between the City of Port Richey (OWNER) and Ayres Associates Inc (CONSULTANT).

Project: Cotee River Landing – Bid Phase and Construction Observation Services

ATTACHMENT A - SCOPE OF SERVICES

ARTICLE 1 - BASIC SERVICES

Project Overview

Bid Phase and Construction Observation services are offered to support the procurement, award, and construction of the proposed Cotee River Landing improvements.

The combined Cotee River Landing Phases I and II anticipates a construction duration of nine months. The proposed improvements will reside within the Waterfront Overlay District (WOD) area presented on the attached map within the City's right-of-way.

The following Scope of Services is offered to meet the intent of the project:

Scope of Services

Task 1.0: Project Management, Meetings, and Quality Assurance

Ayres Associates (CONSULTANT) will provide Bid Phase and Construction Observation management, attend pre-bid/progress meetings, and conduct a program of quality assurance throughout the bid phase and construction operations.

The project management effort will include coordination with the contractor(s), regulatory agencies, utility agency/owners (UA/Os), as well as property owners along the improvement corridor. Management of the CONSULTANT's project staff, preparation of miscellaneous project management correspondence and documents, review of regulatory findings, and coordination of the activities of all project team members will be accommodated under this task. The CONSULTANT will execute a program of quality assurance and route bid analysis and construction observation reports through senior level review.

The CONSULTANT will attend up to ten meetings with the Contractor and/or City as well as schedule and conduct up to four meetings with project stakeholders.

Project management correspondence will be documented, meeting minutes obtained, and construction status reports will be provided electronically in PDF format.

Task 2.0 Bid Phase Support

The CONSULTANT will provide bid phase support services throughout the solicitation process. The following services will be provided under this Task:

- Attendance at pre-bid meeting(s)
- Respond to contractor Requests for Information (RFIs)
- Prepare bid addendums
- Evaluation of construction bids, confirmation of bid completeness, and preparation of bid tabulations.
- Unit price assessment of local material and labor costs
- Recommendation of contract award

A Statement of Work will be prepared to accompany the construction drawings in support of the solicitation.

Bid phase documents, investigative results, and award recommendations shall be provided electronically in PDF format.

Task 3.0 Construction Observation

The CONSULTANT will provide limited construction observation services for the anticipated nine-month construction duration. Construction observation will include onsite observation of construction operations for up to ten hours per week.

A field representative will be supported by professional engineering staff to observe the construction activities, document the progress of construction, respond to RFIs, and confirm general conformance with the contract documents. The following services will be provided under this task:

- Site Visits
 - A maximum of ten hours per week for the anticipated nine-month duration will be provided.
- Maintain and submit construction observation reports for each day on site.
- Monitor the Contractor's construction progress and provide monthly status reports.
- Photographically document the progress of construction.
- Assess pay applications and confirm material quantities.
- Verify material testing results provided by the Contractor.
- Respond to Requests for Information (RFIs) during the course of construction.
- Evaluate change orders.
- Review as-builts submitted by the Contractor.
- Conduct a substantial completion assessment and prepare a punch list as required.
- Attend a final project walk-through and confirm all punch list items are substantially complete.

The construction observation reports, photos, RFIs, and construction observation correspondence will be provided electronically upon substantial completion.

General Understandings and Excluded Services

The professional services that Ayres will provide under this Proposal/Agreement include, and are limited to, those described in the Scope of Services. All other services, including those listed below, are specifically excluded.

- Topographic/As-Built Survey
- Subsurface Utility Engineering (SUE)
- Material Testing
- American Institute of Architects (AIA) contract purchase

- Permitting and/or Payment of Permit Fees

ARTICLE 2 - ADDITIONAL SERVICES

Additional services may be provided upon request by the OWNER and upon mutual agreement by the CONSULTANT.

ARTICLE 3 - OWNER'S RESPONSIBILITIES

The OWNER shall issue a Notice to Proceed, execute regulatory applications, and accommodate requests for City information.

ATTACHMENT B - PERIOD OF SERVICES

ARTICLE 4 - PERIOD OF SERVICES

CONSULTANT will commence its work upon receipt of a Notice to Proceed and prosecute its work diligently through completion. The Bid Phase support and CEI services shall be offered to accordance with the procurement and construction schedule

ATTACHMENT C - COMPENSATION AND PAYMENTS

ARTICLE 5 - COMPENSATION AND PAYMENTS

CONSULTANT will perform the above Scope of Services for the lump sum presented in the table below:

Task	Description	Fee
1.0	Project Management, Meetings, and Quality Assurance	\$29,650.00
2.0	Bid Phase Support	\$18,200.00
3.0	Construction Observation	\$59,600.00
	TOTAL	\$107,450.00

ADDITIONAL TERMS AND CONDITIONS

Attachment D: Terms and Conditions of the Master Agreement is supplemented with the following.

Limitation of Professional Liability

OWNER agrees to limit CONSULTANT's professional liability for any and all claims for loss, damage or injury, including but not limited to, claims for negligence, professional errors or omissions, strict liability, and breach of contract or warranty, for this Individual Project Supplement to an amount of \$50,000.00 or CONSULTANT's fee, whichever is greater. In the event that OWNER does not wish to limit CONSULTANT's professional liability for this Individual Project Supplement to this sum, CONSULTANT agrees to raise the limitation of liability to a sum not to exceed \$1,000,000.00 for increased consideration of ten percent (10%) of the total fee or \$500.00, whichever is greater, upon receiving OWNER's written request prior to the start of CONSULTANT's services under the Individual Project Supplement.

CONTRACTUAL LIMITATION ON LIABILITY

PURSUANT TO SECTION 558.0035(1)(C), FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

IN WITNESS WHEREOF, the parties hereto have made and executed this Individual Project Supplement as of the day and year first written above.

City of Port Richey
OWNER

Ayres Associates Inc
CONSULTANT

(Signature)

Hisham Nassef Sunna

(Typed Name)

Hisham Sunna, PE, PhD

(Title)

Manager

(Date)

3-2-2022

ATTACHMENT D - TERMS AND CONDITIONS

This is an attachment to the Master Agreement dated November 30th, 2020 between The City of Port Richey (OWNER) and Ayres Associates Inc (CONSULTANT).

ARTICLE 6 - CONSTRUCTION COST AND OPINIONS OF COST

6.1 Construction Cost

The construction cost of the entire Project (herein referred to as "Construction Cost") means the total cost to OWNER of those portions of the entire project designed and specified by CONSULTANT, but it will not include CONSULTANT's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include OWNER's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project or the cost of other services to be provided by others to OWNER pursuant to Attachment A.

6.2 Opinions of Probable Cost

6.2.1 Because CONSULTANT has no control over the cost of labor, materials, equipment or services furnished by others, or over Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, CONSULTANT's opinions of probable Total Project Costs and Construction Cost provided for herein are to be made on the basis of CONSULTANT's experience, qualifications and judgment as an experienced and qualified professional, familiar with the construction industry; but CONSULTANT cannot and does not guarantee that proposals, bids or actual Project or Construction Costs will not vary from opinions of probable cost. If prior to the Bidding or Negotiating Phase OWNER wishes greater assurance as to Total Project or Construction Costs, OWNER shall employ an independent cost estimator.

6.2.2 If a Construction Cost limit is established by written agreement between OWNER and CONSULTANT and specifically set forth in this Agreement as a condition thereto, the following will apply.

6.2.2.1 The acceptance by OWNER at any time during the Basic Services of a revised opinion of probable Total Project or Construction Costs in excess of the then established cost limit will constitute a corresponding revision in the Construction Cost limit to the extent indicated in such revised opinion.

6.2.2.2 Any Construction Cost limit so established will include a contingency of ten percent unless another amount is agreed upon in writing.

6.2.2.3 CONSULTANT will be permitted to determine what types of materials, equipment and component systems are to be included in the Drawings and Specifications and to make reasonable adjustments in the general scope, extent and character of the Project to bring it within the cost limit.

6.2.2.4 If the Bidding or Negotiating Phase has not commenced within six months after completion of the Final Design Phase, the established Construction Cost limit will not be binding on CONSULTANT and OWNER shall consent to an adjustment in such cost limit commensurate with any applicable change in the general level of prices in the construction industry between the date of completion of the Final Design Phase and the date on which proposals or bids are sought.

6.2.2.5 If the lowest bona fide proposal or bid exceeds the established Construction Cost limit, OWNER shall (1) give written approval to increase such cost limit, (2) authorize negotiating or rebidding the Project within a reasonable time, or (3) cooperate in revising the Project's general scope, extent or character to the extent consistent with the Project's requirements and with sound practices. In the case of (3), CONSULTANT shall modify the Contract Documents as necessary to bring the Construction Cost within the cost limit. In lieu of other compensation for services in making such modifications, OWNER

shall pay CONSULTANT, CONSULTANT's cost of such services, all overhead expenses reasonably related thereto and Reimbursable Expenses, but without profit to CONSULTANT on account of such services. The providing of such service will be the limit of CONSULTANT's responsibility in this regard and, having done so, CONSULTANT shall be entitled to payment for services in accordance with this Agreement and will not otherwise be liable for damages attributable to the lowest bona fide proposal or bid exceeding the established Construction Cost.

ARTICLE 7 - GENERAL CONSIDERATIONS

7.1 Standard of Performance

The standard of care for all professional services performed or furnished by CONSULTANT under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. CONSULTANT does not make any warranty or guarantee, expressed or implied, nor is this Agreement or contract subject to the provisions of any uniform commercial code. Similarly, CONSULTANT will not accept those terms and conditions offered by OWNER in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

7.2 Reuse of Documents

All documents including Drawings and Specifications prepared or furnished by CONSULTANT (and independent professional associates and subconsultants) pursuant to this Agreement are instruments of service and CONSULTANT shall retain an ownership and property interest therein whether or not the Project is completed. OWNER may make and retain copies for information and reference in connection with use and occupancy of the Project by OWNER and others; however, such documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to CONSULTANT, or to independent professional associates or subconsultants, and OWNER shall indemnify and hold harmless CONSULTANT and independent professional associates and subconsultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle CONSULTANT to further compensation at rates to be agreed upon by OWNER and CONSULTANT.

7.3 Electronic Files

7.3.1 OWNER and CONSULTANT agree that any electronic files furnished by either party shall conform to the specifications agreed to at the time this Agreement is executed and listed elsewhere. Any changes to the electronic specifications by either OWNER or CONSULTANT are subject to review and acceptance by the other party. Additional services by CONSULTANT made necessary by changes to the electronic file specifications shall be compensated for as Additional Services.

7.3.2 Electronic files furnished by either party shall be subject to an acceptance period of 60 days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files.

7.3.3 OWNER is aware that differences may exist between the electronic files delivered and the printed hard-copy documents. In the event of a conflict between the hard-copy documents prepared by CONSULTANT and electronic files, the hard-copy documents shall govern.

7.4 Insurance

CONSULTANT shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom. Requirements for insurance are amended and supplemented as indicated in Attachment E.

7.5 Termination

The obligation to provide further services under this Agreement may be terminated by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

7.6 Controlling Law

This Agreement is to be governed by the law of the place of business of CONSULTANT at the address hereinbefore stated.

7.7 Successors and Assigns

7.7.1 OWNER and CONSULTANT each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and CONSULTANT (and to the extent permitted by paragraph 7.7.2 the assigns of OWNER and CONSULTANT) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.7.2 Neither OWNER nor CONSULTANT shall assign, sublet or transfer any rights under or interest in this Agreement (including, but without limitation, moneys that may become due or moneys that are due) without the written consent of the other, except to the extent mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent CONSULTANT from employing such independent professional associates and subconsultants as CONSULTANT may deem appropriate to assist in the performance of services hereunder.

7.7.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than OWNER and CONSULTANT, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and CONSULTANT and not for the benefit of any other party.

7.8 Dispute Resolution

7.8.1 Negotiation. OWNER and CONSULTANT agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights under the dispute resolution provision below or other provisions of this Agreement, or under law.

7.8.2 Mediation. If direct negotiations fail, OWNER and CONSULTANT agree that they shall submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association effective on the date of this Agreement prior to exercising other rights under law.

7.9 Exclusion of Special, Indirect, Consequential, and Liquidated Damages

CONSULTANT shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of or connected in any way to the Project or this Agreement.

7.10 Betterment

If, due to CONSULTANT's negligence, a required item or component of the project is omitted from the construction documents, CONSULTANT's liability shall be limited to the reasonable cost of correction of the construction, less what OWNER's cost of including the omitted item or component in the original construction would have been had the item or component not been omitted. It is intended by this provision that CONSULTANT will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the project.

ATTACHMENT E - INSURANCE

This is an attachment to the Master Agreement dated November 30th, 2020 between The City of Port Richey (OWNER) and Ayres Associates Inc (CONSULTANT).

ARTICLE 8 - INSURANCE

8.1 Workers' Compensation

Workers' Compensation insurance covering the CONSULTANT for any and all claims which may arise against the CONSULTANT because of Workers' Compensation and Occupational Disease Acts shall be carried. The Employer's Liability Section shall have limits of not less than the following:

Each Accident:	\$	100,000
Disease, Policy Limit:	\$	500,000
Disease, Each Employee:	\$	100,000

8.2 Commercial General Liability

Commercial General Liability insurance protecting the CONSULTANT against any and all general liability claims which may arise in the course of performance of this Agreement shall be carried. The limits of liability shall not be less than the following:

General Aggregate:	\$	1,000,000
Products-Completed Operations Aggregate:	\$	1,000,000
Personal and Advertising Injury:	\$	1,000,000
Each Occurrence:	\$	1,000,000

Property damage liability coverage shall not exclude explosion, collapse, and underground perils if CONSULTANT is engaged in these activities.

Commercial General Liability coverage shall also protect the CONSULTANT for the same limits of liability for claims which may arise because of the indemnity or contractual liability agreement contained within this Agreement.

8.3 Business Automobile Liability

Business Automobile Liability insurance including Owned, Non-Owned, and Hired vehicles shall be carried with a limit of not less than the following:

Bodily Injury and Property Damage, Combined Single Limit:	\$	1,000,000
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8.4 Umbrella Excess Liability

Excess liability insurance (umbrella form) over underlying Employer's Liability, Commercial General Liability, and Business Automobile Liability shall be carried. The limits of liability shall be not less than the following:

Each Occurrence:	\$	1,000,000
Aggregate:	\$	1,000,000

8.5 Professional Liability (Errors and Omissions)

Professional Liability insurance protecting the CONSULTANT against Professional Liability claims which may arise in the course of this Agreement shall be carried. The limits of liability shall be not less than the following:

Each Claim:	\$	1,000,000
Aggregate:	\$	1,000,000

8.6 Valuable Papers

During the life of this Agreement, the CONSULTANT shall maintain in force Valuable Papers and Records insurance in an amount equal to the maximum exposure to loss of written, printed, or otherwise inscribed documents and records, including books, maps, films, drawings, abstracts, deeds, mortgages, and manuscripts as shall be required and/or produced in the completion of this Agreement by the CONSULTANT.

