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5th STREET WEST REVITALIZATION

DATE: APRIL 29, 2011



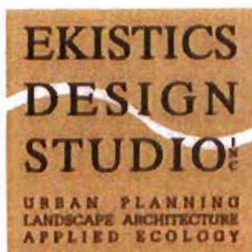
PALMETTO

community redevelopment agency

A model for low impact design in the downtown core



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Applied Sciences



5TH STREET WEST REVITALIZATION CITY OF PALMETTO CRA

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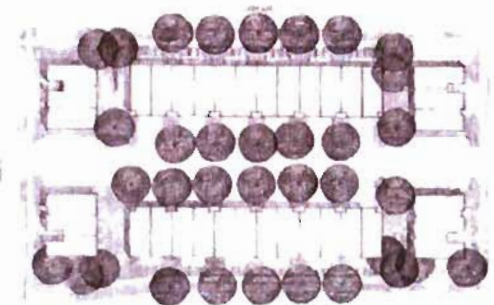
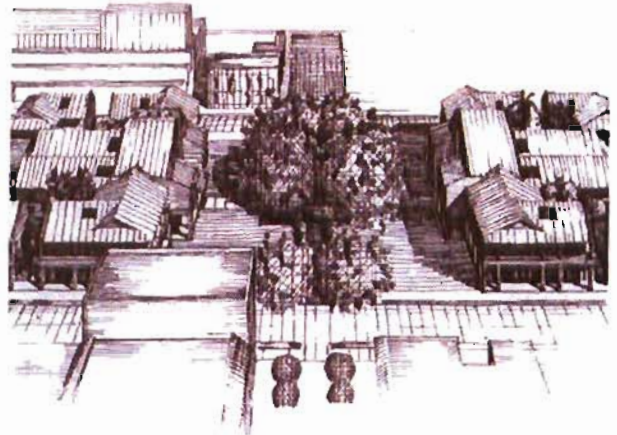
SECTION 1
COMPANY PROFILES

FIRM PROFILE

 **Ugarte & Associates Inc.** is located in Palmetto, Florida and was founded in 1981 by Carlos Ugarte Sr., as a civil engineering firm. Carlos "Charlie" D. Ugarte joined the firm in 1985 as President and quickly expanded services. Today, the firm offers full Architectural services and planning. Our client base for professional services can be found throughout the State of Florida. We are experts in Project Programming, Agency Consulting, Site Design, and Architectural Design. We also provide Graphics and Animation services which can give our clients a realistic view of their project while still in the design process.

 We attribute our longevity and success to the simple philosophy of listening to our clients needs and producing Functional, Durable, Aesthetically pleasing Economical design. We have been in practice for 27 years and takes great pride in being a leader in sustainable design. We are a member of the USGBC (United States Green Building Council) and are certified LEED (Leadership in Energy and Environmental Design) design professionals.

 We also see Architecture as both an art form and a profession working within a larger context of a neighborhood and city. We are very interested in the shape of our city taking an active leadership role for a more sustainable environment. This project is progressive and a very important part of Palmetto's transformation heading into the next decade. Our unique firm history provides a skill set suited for managing an LID project such as this 5th Street Initiative. It is an opportunity to create the proper "canvas" for future, sustainable architecture.



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Firm Profile

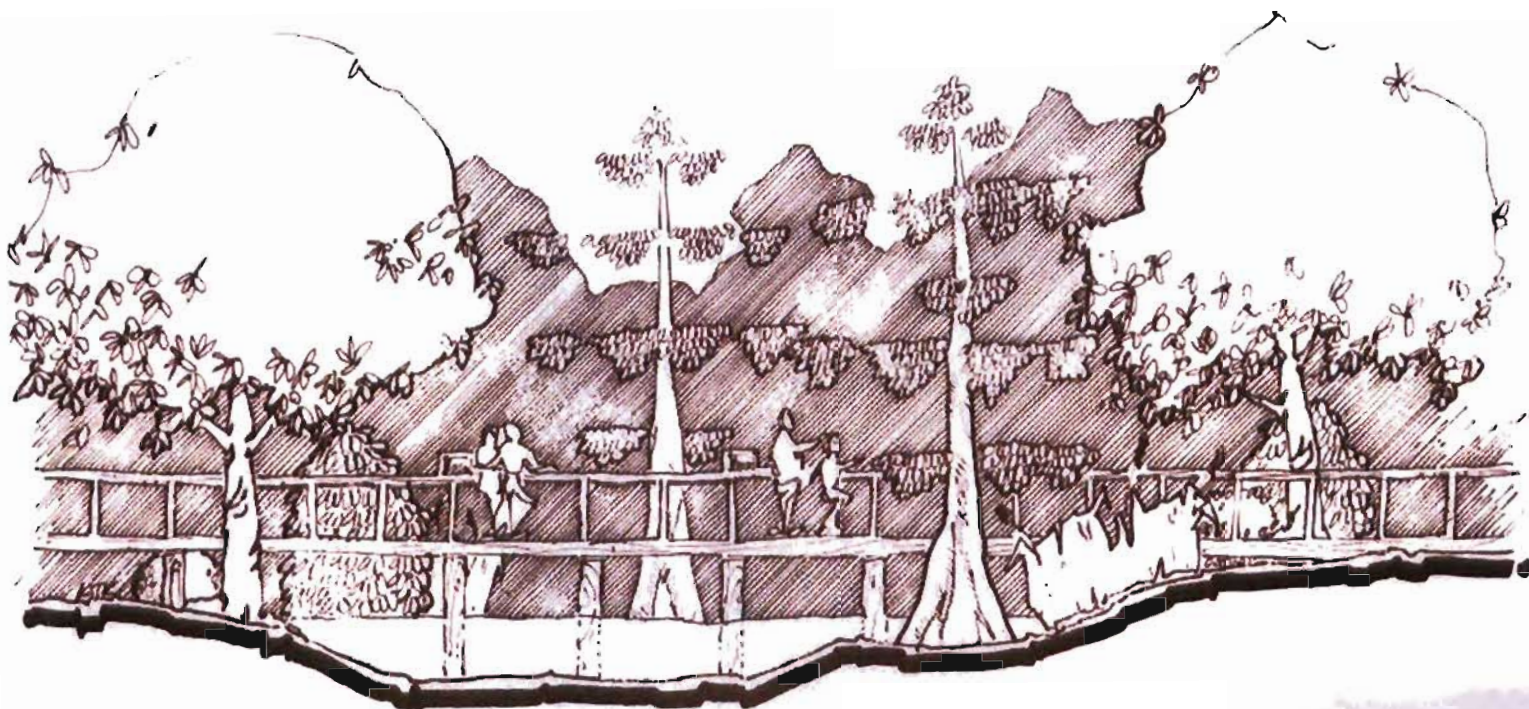
Founded in 1984, EKISTICS DESIGN STUDIO, Inc. is a Florida planning and design consulting firm that brings together qualified professionals in urban planning, applied ecology and landscape architecture.



EKISTICS DESIGN STUDIO, Inc. has been widely recognized for its achievements in environmental planning and urban design. A strong working knowledge of construction and site engineering has enabled the firm to forge unique collaborative solutions with project architects and engineers. Experience includes complex mixed use projects that demand environmental sensitivity and interdisciplinary coordination of the development team.



EKISTICS DESIGN STUDIO, Inc. specializes in feasibility analysis, master planning, environmental assessment, landscape planning and urban design. In an advocacy role, the firm regularly undertakes permitting, project management and construction review associated with land use implementation. A high percentage of repeat clients testifies to the level of services provided in creating practical solutions to wide variety of land use issues.





COMPANY PROFILE

Applied Sciences is a civil and environmental engineering firm specializing in water management and sustainable solutions. Based in Tampa, Florida, the firm serves public agencies and select private-sector clients seeking practical, innovative solutions to a broad array of environmental challenges. Clients rely on our experience and in-depth regulatory knowledge to address their stormwater, regulatory and civil infrastructure needs – effectively, sustainably and affordably.

Applied Sciences has earned a reputation for excellence among government and select commercial clients who rely on our extensive knowledge of stormwater management, environmental permitting and compliance, and site development/civil engineering for successful and timely project design and execution. Each member of the Applied Sciences staff has spent their career specializing in stormwater management and environmental compliance in Florida. Most have served as employees for local governments, others served as environmental regulators. Our advantage to the District is in our ability to view your project from all perspectives and develop straight-forward strategies for the success of your timely permitting and implementation of the requested project.

Water Resources

Our water resources team has many years of extensive experience helping local governments effectively manage water stormwater, from designing flood control systems to developing comprehensive watershed management plans and establishing stormwater utilities. We also specialize in cost-saving Low Impact Development strategies to reduce the volume and improve the quality of stormwater runoff. Services include: Stormwater flood control and water quality improvement, Stormwater utilities development, Watershed management planning, Low Impact Development (LID) strategies, Lake management studies, Water quality assessments

Permitting and Environmental Compliance

Applied Sciences provides strong regulatory knowledge and negotiation skills to assist clients in the expeditious preparation, approval and monitoring of all environmental permits. At the municipal level, our experience includes NPDES stormwater permitting and program development (MS4 Phase I and II), support for determining Total Maximum Daily Loads (TMDL) in impaired waterways, and development of Basin Management Action Plans (BMAPs). Our team also facilitates site development by conducting Environmental Site Assessments (ESAs) of properties to identify potential areas of concern and coordinating Environmental Resource Permitting. We also work with industrial clients to assist with Spill Prevention Control and Countermeasures Plans and we have extensive experience in roadway analysis (PD&E) studies, and planning for developments of regional impact.

Water Quality Monitoring

Applied Sciences has extensive experience in both surface and ground water monitoring. With the inception of the TMDL program and the evolution of the Numeric Nutrient Criteria (NNC), the quantification of water quality constituents and nutrient loads has become increasingly important. The EPA and FDEP are currently in the process of developing NNCs and Water Quality Based Effluent Limits (WQBELs) for impaired waterbodies. Applied Sciences has been actively involved in many aspects of these programs in freshwater, saltwater, estuarine and oligohaline environments and are an avid advocate for our clients' rights.

We are also working with a number of clients to develop master plans and construct methods to accurately measure flows from major watersheds and manage long-term databases of water quality data. This will provide valuable information to assist clients with the development of additional BMPs to further reduce nutrient loads from their watersheds, and to verify the presence of pollutants prior to the expenditure of valuable and limited capital funds.

Engineering a Sustainable Future

5808 A-Breckenridge Parkway, Tampa, Florida 33610
(813) 622-6400 ♦ info@appliedsciencesci.com ♦ Fax (813) 434-2454



FIRM PROFILE

The firm was founded by Robert Lombardo, P.E. as Civil Engineering Consultants, Inc. CEC specialized in site development engineering and traffic engineering during the first few years of operation. Today, Lombardo, Foley & Kolarik, Inc. (LF&K) provides a wide variety of engineering and surveying expertise for its clients.

The LF&K headquarters are in Palmetto, Florida, and have been since its founding in 1976. The success of the firm over the years is a result of its constant effort to provide the highest level of professional assistance to its clients. LF&K is proud of its accomplishments and its ever-growing list of clients in both the public and private sectors.

Fields of Practice

TRANSPORTATION SYSTEMS

- Highways
- Traffic Impact Studies
- Parking
- Traffic Engineering

ENVIRONMENTAL SYSTEMS

- Wastewater Collection & Treatment
- Water Supply and Distribution
- Stormwater Management

LAND DEVELOPMENT

- Commercial, Industrial and Residential
- Marinas
- Land Planning and Zoning
- Developments of Regional Impact
- Schools

SURVEYING

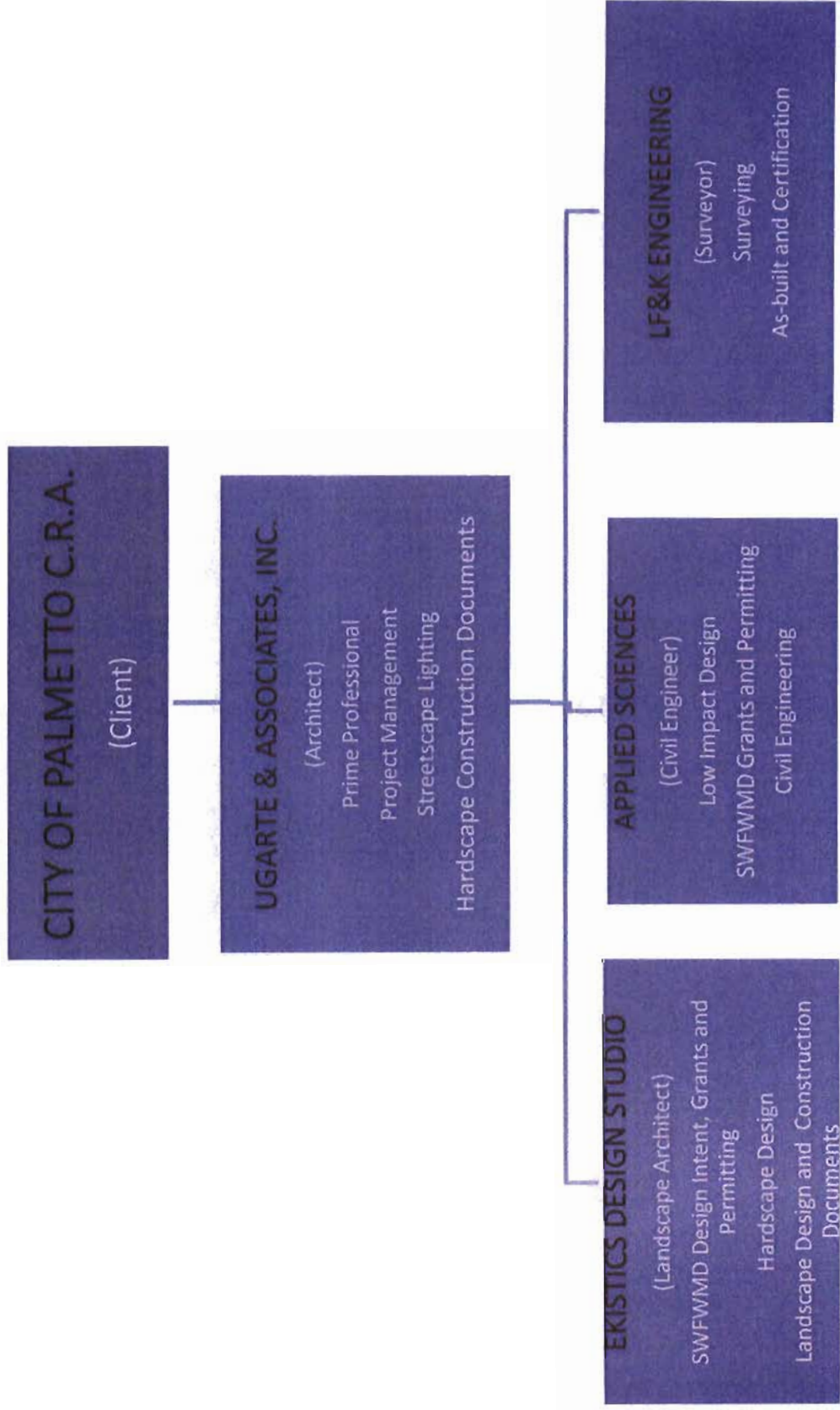
- Boundary and Coastal Surveys
- Design and Construction
- Platting, Single Family and Condominium

SPECIAL PROJECTS

- Shore Protection
- Wetland Resource Permits
- Expert Witness Testimony

Post Office Box 188
Palmetto, FL 34220-0188
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lomfole@lfk-inc.com

SECTION 2
ORGANIZATIONAL CHART



SECTION 3

PROPOSAL

EXHIBIT A TERMS AND CONDITIONS

EXHIBIT B REIMBURSABLE EXPENSES

EXHIBIT C ARDAMAN & ASSOCIATES, INC. PROPOSAL



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April 29, 2011

Mayor Shirley Groover Bryant
City of Palmetto CRA
P.O. Box 1209
Palmetto, FL 34220-1209

RE: CRA 5th Street West Revitalization Professional Services Proposal

Dear Mayor Groover Bryant:

The following proposal is based on the approved presentations to CRA Advisory Board, CRA Board and City Commission.

DESCRIPTION OF THE PROJECT: Street Improvements to 5th Street from 8th Avenue West to 10th Avenue. Improvements to include sidewalks, street lighting, pedestrian access, landscaping, parking and storm water drainage. The goal is to create a sustainable infrastructure to allow new and existing development. This is a new urban model that can help Palmetto become "Greener" and more pedestrian friendly. The storm water system will be a low impact system that is incorporated into the landscape system.

DELIVERABLES:

Phase 1 – FY 2011 Design Development:

\$63,650

- (1) Project Management – Design Team and coordination and scheduling, Client collaboration, SWFWMD coordination
- (2) Design Survey – Preparation of Survey indicating all existing improvements, elevations and utilities related to the Project Site
- (3) Geo Technical – Coordinate services of Geo Technical engineer through the City to provide soil borings and percolation tests necessary for engineering design (refer to Exhibit C for Ardaman & Associates, Inc. proposal)
- (4) LID Concept Development – Assess Existing site Conditions, Establish Regulatory Requirements and Incentives, Design Development for pervious pavement, rain gardens and vaults, Development of Conceptual Drainage Plan, SWFWMD Pre-application conference
- (5) Detailed Site Plan – Site Product Research (pavers, furniture , lighting) , Preparation of Detailed Site Plan layout and details, Presentation graphic
- (6) Colored Renderings and Plans for Coordination with City – A maximum of four presentations to the City similar to the previous preliminary presentations.

Phase 2 – FY 2011 Construction Plans:

\$58,500

- (1) Project Management - Design Team and coordination and scheduling, Client collaboration, SWFWMD coordination

- (2) Hardscape Construction Plans – Preparation of Paver and Street Furniture plans, Signage and Lighting Plans
- (3) Civil Engineering Construction Plans – Preparation of utility plan, grading and drainage plans and storm water calculations
- (4) Landscape Construction Plans – Design for Rain Gardens and Bioswales, Streetscape Landscaping Plan and Water harvesting and Irrigation re-use plan
- (5) Permitting– Submittal and Coordination of SWFWMD ERP permit, City of Palmetto permitting, FDEP utility connections
- (6) Bidding – Bid Review and Value Engineering, Budget conformance prioritization and design adjustments

Subtotal FY 2011 Phase 1 and 2 **\$122,150**

10% contingency **\$12,215**

Subtotal Phase 1 and 2 with contingency **\$134,365**

Subtotal Phase 1 and 2 less reduction \$17,000 (reduction) **\$117,365**
(All team members have agreed to this fee reduction)

Phase 3 – FY 2012 - Permitting and Construction

- (1) FY 2012 begins October 1, 2011 per SWFWMD schedule
- (2) Permitting – Submittal and Coordination of SWFWMD ERP permit, City of Palmetto permitting, FDEP utility connections
- (3) Bidding – Bid Review and Value Engineering, Budget conformance prioritization
- (4) Construction Review – Pre- construction and Construction Meetings, Site Review of Installed Improvements, Review and Recommendations on Contractor submittal and pay requests
- (5) Any grant funded work must occur after October per the SWFWMD funding schedule. Some permitting and possibly some non grant related work may begin earlier.
- (6) Coordinate with the City including not more than three presentations with colored plans and 3-D renderings.

Subtotal FY 2012 (Included in Construction Budget) Phase 3 **\$47,700**

10% contingency **\$4,770**

(Part of the contingency budget is to accommodate several prime Bids instead of just one)

Subtotal FY 2012 Phase 3 **\$52,470**

Total Proposed Fee for Phases 1, 2 and 3 **\$168,835**

Terms and Conditions are as described in Exhibit "A".

Services Not Included but can be provided as additional services:

1. Upgrade existing water and sewer but can be provided as additional services. These utilities are suspect and should be repaired/replaced as required before the roadway is replaced. An additional fee for professional services will be \$12,000.

Page three
April 29, 2011
Attn: Mayor Shirley Groover Bryant
City of Palmetto CRA

2. Burying existing electrical lines for the entire area will require engineering by FP&L and will cost approximately \$500,000 in construction for new underground wiring, transformers and new services to existing buildings. We assume the existing electrical along the 900 block can be removed or buried within the scope of this project. The power lines along 9th and to the west of the existing CRA property will be more difficult and is not included. It was recommended by the FP&L representative that Palmetto should consider converting to underground over a larger area to make it practical:

If the above terms are agreeable, please return a copy of this proposal signed for our records. We are looking forward to working with you on this project. Please contact me if you have any questions.

Respectfully submitted,



Carlos (Charlie) D. Ugarte, AIA

Accepted by:

Signature/Date

EXHIBIT "A"

STANDARD TERMS AND CONDITIONS

1.0 ADDITIONAL SERVICES

Due to changeable conditions and the unpredictable or expandable scope of certain work efforts, the services described in this section are not included within the foregoing Scope of Basic Professional Services unless otherwise noted therein. Unless otherwise established in writing herein, additional services will be invoiced on a time and material (hourly plus direct and reimbursable expenses) basis.

1.1 Contingent Additional Services

The following additional services may be integral to the provision of Basic Professional Services and are therefore authorized contingent upon the provisions of this subsection. If the **CLIENT** indicates in writing all or part of such Contingent Additional Services are not required, the **CONSULTANT** shall have no obligation to provide said services and shall not be responsible for consequences of their non-performance.

1.1.1 Making revisions in drawings, specifications or other documents when such revisions are:

- (1) Inconsistent with approvals or instructions previously given by the **CLIENT**, including revisions made necessary by adjustments in the **CLIENT** program or **PROJECT** budget;
- (2) required by the enactment or revisions of codes, laws or regulations subsequent to the preparation of such documents;
- (3) dictated by subsequent governmental review and requests for additional information during permitting and development approval.

1.1.2 Providing services required due to significant changes in the **PROJECT** including, but not limited to: size, quality, complexity, the **CLIENT'S** schedule, or the method of bidding or negotiating and contracting for construction.

1.1.3 Preparing drawings, Specifications and other supporting data, evaluating Contractor's proposals, and providing other services in connection with change orders and construction change directives.

1.1.4 Meetings, presentations and/or negotiations with **CLIENT**, Contractor, Independent consultants retained by the **CLIENT**, governmental agencies and/or neighborhood/environmental organizations where the presence of the **CONSULTANT** is required or requested but not specifically provided for in the Scope of Basic Professional Services.

1.2 Optional Additional Services

The following services, where not specifically provided for elsewhere under this agreement, may be subsequently authorized by written acknowledgment of the **CLIENT** and be performed on either a lump sum or hourly basis, in accordance with standard compensation

provisions of this agreement. If the **CLIENT** verbally requests, and the **CONSULTANT** agrees, to proceed with any additional optional services prior to receipt of written confirmation, these services shall be considered Contingent Additional Services.

1.2.1 special surveys, environmental studies or off-site drainage studies;

1.2.2 waivers or variances to codes and regulations;

1.2.3 utility easements, right-of-ways, takings and condemnation;

1.2.4 plat, right-of-way or easement vacation;

1.2.5 comprehensive plan changes, rule modifications, rezoning, special use applications;

1.2.6 contractor pre-qualifications, bid solicitation and review, construction contract administration, and project management;

1.2.7 color renderings, presentation graphics, narratives and similar supplemental materials;

1.2.8 services related to future facilities;

1.2.9 providing detailed opinions of construction cost;

1.2.10 services relative to future facilities or off-site surveys and/or design of off-site improvements.

1.2.11 supplemental services requiring subconsultants in architecture, surveying or engineering except as may be specifically noted in section 2.0, Scope of Basic Professional Services.

1.2.12 Serve as an expert witness in litigation arising from matters related to the **PROJECT**.

1.2.13 Prepare any additional legal descriptions or revisions for less outs and/or special easement, assessment forms, and/or other special documents as may be required.

1.2.14 Perform stakeout of improvements including private utilities, except for that noted in Section 2.0.

1.2.15 other services not otherwise indicated in Section 1.0 above or in Scope of Basic Professional Services.

2.0 DIRECT AND REIMBURSABLE EXPENSES

Direct and reimbursable expenses to the **CONSULTANT** are specifically not included in Scope of Basic Professional Services, and will be billed as a separate invoice item. As used hereinafter, the **CONSULTANT'S** direct and reimbursable expenses shall mean:

2.1. The cost of legal advertisement and registered/certified mailings as may be required for the performance of work efforts contained herein.

2.2. The cost of printing contract plans and/or specifications for submittal to the reviewing agencies and for the use by contractors, subcontractors, outside consultants, testing laboratories and others having need for such printing.

2.3. Expenses for transportation related to the **PROJECT**, including airline travel, commercial ground transportation, rental cars and private automobile. Automobile expenses shall be reimbursed at the rate of \$0.55 per mile.

2.4. Actual cost of meals and lodging in the event **PROJECT** related overnight travel is required.

2.5. Actual cost of mailing letters, parcels, overnight express mailings or commercial courier service.

2.6. Actual cost of all communication charges including, but not limited to, long distance telephone charges.

2.7. Actual cost of all printed material such as aerial photographs, government reports, etc., necessary for the performance of the **CONSULTANT'S** services.

2.8. Xerographic reproductions shall be billed at the rates of, \$0.20 legal/letter and \$0.30-11"x17", per page. Large documents, requiring outside reproduction, shall be billed at cost. **TELEFAX** documents shall be billed at a rate of \$1.00 per page plus any long distance charges.

3.0. COMPENSATION TO CONSULTANT

3.1 Invoices shall be calculated on an hourly and/or percent complete/lump sum basis plus reimbursable expenses as may be provided for in Section 2.0 of this agreement. Unless otherwise noted, billing shall be on a monthly basis, and payment shall be due upon **CLIENT'S** receipt of invoice.

3.2. Hourly Rates *(Effective January 1, 2011)

Professional Witness/Testimony	\$375.00
Principal	\$160.00
Senior Professional 1	\$100.00
Senior Technician	\$ 75.00
Administrative Support	\$ 45.00

Hourly rates for sub-consultants where applicable are attached hereto.

* The lump sum and/or man-hour rate fees stated in this agreement shall be subject to renegotiation on an annual basis, at the end of each calendar year. Any work in progress under a lump sum fee where the work was authorized by the **CLIENT** in the preceding year shall not be subject to change in the following year. However, man-hour rates for hourly services shall be

renegotiable each year, regardless of whether or not the work is a carry over from the preceding year.

2.3 The **CLIENT** shall notify the **CONSULTANT** in writing of any defects or suspected defects in the **CONSULTANT'S** service or billings within fourteen (14) calendar days of the invoice date or such claims shall be deemed invalid under this contract. Payment of any invoice by the **CLIENT** shall be taken to mean that the **CLIENT** is satisfied and aware of no deficiencies in those services provided by the **CONSULTANT**. No withholding, deduction or offsets shall be made from the **CONSULTANT'S** compensation for any reason unless the **CONSULTANT** has been found legally liable for such amounts.

2.4 IF **CLIENT** fails to pay any invoice within thirty (30) days of submission, the **CONSULTANT** shall have the discretion to suspend work and be relieved and discharged of any and all obligations assumed hereunder. Invoices unpaid beyond thirty (30) days are subject to 1.5% interest per month. The **CLIENT** shall be responsible for all cost of collection, including attorney's fees, associated with past due invoices.

3.0 OBLIGATION OF CLIENT

3.1 The **CLIENT** shall provide full and complete information regarding requirements for the **PROJECT**. The **CLIENT** shall furnish required information and shall render decisions pertaining to documents submitted by the **CONSULTANT** as expeditiously as necessary for the orderly progress of the work, and the **CONSULTANT** shall be entitled to rely on the accuracy and completeness thereof.

3.2. The **CLIENT** shall designate a representative authorized to act on the **CLIENT'S** behalf with respect to the **PROJECT** and shall be responsible for insuring the cooperation of all owners, other consultants and/or attorneys that may be involved in the **PROJECT**.

3.3 The **CLIENT** shall be responsible for direct payment of all application and review fees associated with the **PROJECT** as well as payment of all outside consultants and contractors unless specifically noted in Section 2.0 of this agreement.

3.4 The **CLIENT** shall not reuse or make or permit to be made any modifications to the plans, specifications and CADD files without prior written authorization of the **CONSULTANT**. The **CLIENT** agrees to waive any claims against the **CONSULTANT** arising from any unauthorized reuse or modification of the plans and specifications and shall indemnify, defend and hold the **CONSULTANT** harmless from any liability arising from any such unauthorized use of documents by the **CLIENT** or others which obtain documents from or through the **CLIENT**.

4.0 PURSUANCE OF CONSULTANT SERVICES

4.1 The **CONSULTANT** shall make every effort to

meet the anticipated schedule for his services as agreed to with the **CLIENT**. The **CONSULTANT** shall reasonably coordinate with the **CLIENT** and all required governmental reviewing agencies, but shall not be held accountable for delays caused by their reviewing time and/or modifications. Further, the **CONSULTANT** shall not be held accountable for delays caused by other consultants involved with the **PROJECT**. The **CLIENT** understands and agrees that applications made to the government are subjectively reviewed and are subject to politically driven decision making; therefore, the **CONSULTANT** cannot and does not guarantee the successful outcome of those applications. Although the **CONSULTANT** shall make every effort to meet each **CLIENT'S** schedule, it is the **CONSULTANT'S** policy to prioritize their in-house workload, in part, on their client's payment histories. In other words, a client that pays the **CONSULTANT'S** invoices within the time frame defined herein may receive priority over a client that has a history of late payment.

4.2 The **CLIENT** agrees that the **CONSULTANT** may be required to rely on information provided by the **CLIENT**, other consultants and governmental agencies for which the **CONSULTANT** shall have no responsibility for the accuracy or applicability of said information or the consequences of such reliance.

4.3 Services performed by the **CONSULTANT** under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise.

4.4 The **CONSULTANT'S** professional services shall incorporate those publicly announced federal, state, and local laws, regulations, codes and standards that are applicable at the time the **CONSULTANT** rendered this agreement to the **CLIENT**. In the event of a change in laws, regulations, et al., of which the **CONSULTANT** becomes aware and which the **CONSULTANT** believes affects work for the **CLIENT**, any additional work required shall be covered under the provisions of Section 3.0. In any event, the **CLIENT** waives any claim against the **CONSULTANT**, and agrees to defend, indemnify and hold the **CONSULTANT** harmless from any claim or liability, injury, or loss allegedly arising from the **CONSULTANT'S** failure to abide by federal, state and local laws, regulations, codes and standards that were not in effect or publicly announced at the time when the **CONSULTANT** otherwise would have incorporated their intent into the work.

4.5 All reports, plans, CADD files, specifications, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by the **CONSULTANT** shall retain all common law, statutory law and other rights, including copyrights. The **CONSULTANT** shall retain these records for a period of

seven (7) years following submission of his or her report, during which period they will be made available to the **CLIENT** at all reasonable times.

4.6 The **CONSULTANT** shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the **PROJECT**. The **CLIENT** waives any claim against the **CONSULTANT** and agrees to indemnify, defend and hold harmless the **CONSULTANT** from any claim or liability for injury or loss arising from the presence of hazardous materials on the **PROJECT**.

4.7 The **CONSULTANT & CLIENT** agree that all disputes arising out of or relating to this agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise.

4.8 Both the **CLIENT** and the **CONSULTANT** owe a duty of care to the public that requires them to conform to applicable codes, standards, regulations and ordinances, principally to protect public health, safety and welfare. The **CLIENT** agrees that the **CONSULTANT** has the right to employ his or her best judgment in deciding appropriate action regarding design, site or construction conditions related to said public responsibility. The **CONSULTANT** shall not be held liable in any respect for reporting or failing to report said conditions.

5.0 LIMITATION OF LIABILITY

The **CLIENT** agrees, to the fullest extent permitted by law, to indemnify and hold harmless the **CONSULTANT**, his or her officers, directors, employees, agents and subconsultants from and against all damage, liability or cost, including reasonable attorneys' and defense costs, arising out of or in any way connected with this project excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of the **CONSULTANT**. Neither party shall be liable to the other for consequential damages which include but are not limited to loss of use and loss of profit. To the maximum extent permitted by law, the **CLIENT** agrees to limit the **CONSULTANT'S** liability to the sum of the **CONSULTANT'S** fee. The limitation shall apply regardless of the cause of action or legal theory pled or asserted. Any alternative agreement for risk allocation will require a renegotiation of fees and services.

6.0 TERMINATION

The **CLIENT** or the **CONSULTANT** may terminate this **AGREEMENT** for reasons identified elsewhere in the **AGREEMENT**, or for other reasons which may arise. In the event such termination becomes necessary, the party affecting termination shall notify the other party in writing, and termination will become effective fourteen

(14) calendar days after receipt of the termination notice. Irrespective of which party shall effect termination or the cause thereof, the **CLIENT** shall within thirty (30) calendar days of termination compensate the **CONSULTANT** for services rendered and costs incurred, in accordance with the **CONSULTANT'S** prevailing fee schedule and expense reimbursement policy. Services shall include those rendered up to the time of termination, as well as demobilizing, modifying schedules, reassigning personal, etc. Costs shall include those incurred up to the time of termination, as well as those associated with termination and post termination activities.

7.0 EXTENT OF AGREEMENT

7.1 This agreement as appended represents the entire and integrated agreement between the **CLIENT** and the **CONSULTANT**.

7.2. Nothing in this agreement shall create a contractual relationship with or cause of action in favor of a third party against either the **CLIENT** or the **CONSULTANT**.

7.3 This contract is non-transferable unless agreed to and confirmed in writing by the **CONSULTANT** and **CLIENT**.

7.4 Any provisions of this agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect.

8.0 NOTICE TO PROCEED

The **CONSULTANT'S** receipt of a fully executed copy of this agreement by the **CLIENT** and any applicable retainer amount identified in Section II shall constitute Notice to Proceed with the work efforts defined herein. Any revisions or changes to this agreement by the **CLIENT** after it has been submitted to them for signature, without the knowledge and consent of the **CONSULTANT**, shall render this agreement unacceptable to the **CONSULTANT**. This contract shall be considered null and void if not executed by both parties within 60 days. The **CONSULTANT** shall have the sole option to waive the 60 day limit.



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AAC001654

Exhibit "B"

Reimbursable Expenses:

Plotting	\$10.00/sheet (24 x 36)
Blue Prints	\$ 2.00/sheet (24 x 36)
Photocopies:	
8-1/2 x 11	\$0.05/sheet
8-1/2 x 14	\$0.10/sheet
11 x 17	\$0.15/sheet
Mileage (outside Manatee county)	\$0.55 per mile
Long Distance Call	cost
Travel Expenses (other than mileage)	cost
Courier Service	cost



Ardaman & Associates, Inc.

Geotechnical, Environmental and
Materials Consultants

April 28, 2011
File No. 11-7172

TO: City of Palmetto CRA
P.O. Box 1209
Palmetto, FL 34220-1209

Attention: Jeff Burton

SUBJECT: Proposal for Soil Engineering Services for Proposed 5th Street West Revitalization,
Palmetto, Manatee County, Florida

Ladies and Gentlemen:

As requested, our firm is pleased to submit the following proposal for soil engineering services.

Our services would consist of conducting three (3) Standard Penetration Test borings to a maximum depth of 20 feet in the proposed building area. We will perform five (5) 6-foot hand auger borings at the designated locations and provide an estimate of the seasonal high water table for each of these borings. In addition, we will perform five double-ring infiltrometer (DRI) tests, one at each of the hand auger boring locations. In addition, our firm would undertake the necessary laboratory tests to define the soil characteristics. Engineering and technical support services would also be required to analyze the obtained data and to prepare an engineering report. This report would present the results of our findings and make recommendations relating to foundation system design for the proposed structure(s) and site development.

It will be necessary to obtain the ground surface elevation at each of our hand auger boring locations. This could be estimated from a detailed topographic map that has point elevations near our borings or, more accurately, by staking our boring locations and having the locations surveyed. The costs for surveying are not included in this proposal.

Based on our knowledge of the project, the following services and corresponding fees will be necessary to accomplish our objectives:

Field Investigation

Mobilize drilling crew and equipment.....	\$275.00
Staking and utility locate as required by Chapter 556, Florida Statutes.....	\$300.00
Conduct three (3) Standard Penetration Test borings to a depth of 20 feet below ground surface @ \$15.00/foot.....	\$900.00

Conduct 30 lineal feet of mechanical/hand
auger borings @ \$14.00/foot..... \$420.00

Perform five (5) DRI tests @ \$440.00/test \$2,200.00

Laboratory Investigation

Laboratory classification tests
to define soil characteristics \$100.00 - \$200.00

**Engineering Coordination, Analysis
and Report Preparations**

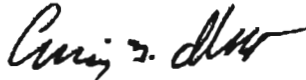
Principal Engineer @ \$160.00/hour
Project Engineer @ \$132.00/hour
Technical Draftsman @ \$58.00/hour
Technical Secretary @ \$58.00/hour

Subtotal Engineering \$1,000.00

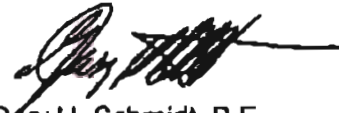
Based on our knowledge of the soil conditions in the immediate area, we anticipate the total fee for our work would not exceed \$5,300.00. Please contact us if you should have any questions concerning this proposal, or return one (1) signed copy of the attached Proposal/Project Acceptance Sheet.

Very truly yours,

ARDAMAN & ASSOCIATES, INC.
Certificate of Authorization No. 5950



Craig G. Obrecht, P.E.
Senior Project Engineer
Fl. Lic. No. 55451



Gary H. Schmidt, P.E.
Vice President
Fl. Lic. No. 12305

CGO/GHS:nh





Ardaman & Associates, Inc.
78 Sarasota Center Boulevard
Sarasota FL 34240
Ph: (941) 922-3526 Fax: (941) 922-6743

PROPOSAL/PROJECT ACCEPTANCE AND AGREEMENT

PROJECT INFORMATION:

Client Name CITY OF PALMETTO CRA
Project Name 5TH STREET WEST REVITALIZATION
Project Location Palmetto, Manatee County, Florida
Proposal Number and Date 11-7172 April 28, 2011
Description of Services SEE PROPOSAL
Ardaman & Associates' Project Manager Craig G. Obrecht, P.E.

Estimated Fee: \$5,300.00 (SEE PROPOSAL)

PROPERTY OWNER IDENTIFICATION: (If other than above)

Name _____
Property Identification Number _____
Address _____
City/State _____ Zip Code _____ Phone _____
Attention _____ Title _____

SPECIAL INSTRUCTIONS:

PAYMENT TERMS:

Net 30 days from Invoice date; Invoices will be sent every four weeks for continued or extended projects. Interest charges, 1½% per month following the due date.

PROPOSAL ACCEPTANCE:

By accepting this Proposal, the Terms and Conditions of this Proposal, including the Terms on this page, and Ardaman & Associates, Inc.'s General Conditions appearing on the reverse side of this page are incorporated herein by reference. In the event this Proposal Acceptance was received by facsimile, Client hereby confirms that the above described Proposal, the Terms and Conditions of this Proposal, including the Terms on this page, and Ardaman & Associates, Inc.'s General Conditions have been made available and are incorporated in this agreement.

Accepted this _____ day of _____, 2011

(Print or type Individual, firm or corporate body name)

(Signature of authorized representative)

(Print or type name of authorized representative and title)

Revision 2009

GENERAL CONDITIONS

Parties And Scope Of Work: Ardaman & Associates, Inc. (hereinafter referred to as "A&A") shall include said company, its individual professionals, employees, agents, division, subsidiary, parent or affiliate performing the Work. "Work" means the specific services to be performed by A&A as set forth in A&A's proposal, the Client's acceptance thereof, both incorporated herein by this reference, and these General Conditions. "Client" refers to the person or business entity ordering the Work to be done by A&A. If the client is ordering the Work on behalf of a third party, the Client represents and warrants that the Client is the duly authorized agent of said third party for the purpose of ordering and directing said Work. In the event Client is not the authorized agent of said third party, Client agrees that he shall be individually liable hereunder. Further, Client shall disclose any such agency relationship to A&A in writing before the commencement of A&A's Work hereunder. Client agrees that A&A's professional duties are specifically limited to the Work as set forth in A&A's proposal. The Client assumes sole responsibility for determining whether the quantity and the nature of the Work ordered by the Client is adequate and sufficient for the Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom the Client transmits any part of A&A's Work. A&A's Work is for the exclusive use of Client, and its properly disclosed principal. In no event shall A&A have any duty or obligation to any third party. The ordering of Work from A&A shall constitute acceptance of the terms of A&A's proposal and these General Conditions.

Payment: Payment shall be due within 30 days after date of invoice. Interest at the rate of 18% per annum (or the highest rate allowable by law) from 30 days after date of invoice to date payment is received will be added to all amounts not paid within 30 days after date of invoice. All attorney fees and expenses associated with collection of past due invoices will be paid by Client. Failure to timely pay any A&A invoice shall constitute a waiver of any and all claims against A&A.

Right-of-Entry: Unless otherwise agreed, Client will furnish right-of-entry on the property for A&A to make the planned borings, surveys, and/or explorations. A&A will take reasonable precautions to minimize damage to the property caused by its equipment and sampling procedures, but the cost of restoration or damage which may result from the planned operations is not included in the contracted amount. If Client desires to restore the property to its former condition, A&A will accomplish this and add the cost to its fee.

Damage to Existing Man-made Objects: It shall be the responsibility of the Client or his duly authorized representative to disclose the presence and accurate location of all hidden or obscure man-made objects relative to field tests, sampling, or boring locations. In addition, Client waives any claim against A&A arising from any damage to existing man-made objects.

Warranty and Limitation of Liability: A&A shall perform services for Client in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of competent consultants practicing in the same or a similar locality as the project. In the event any portion of the services fails to comply with this warranty obligation and A&A is promptly notified in writing prior to one year after completion of such portion of the services, A&A will re-perform such portion of the services, or if re-performance is impracticable, A&A will refund the amount of compensation paid to A&A for such portion of the services.

This warranty is in lieu of all other warranties. No other warranty, expressed or implied, including warranties of merchantability and fitness for a particular purpose is made or intended by the proposal for consulting services, by furnishing an oral response of the findings made or by any representations made regarding the services included in this agreement. In no event shall A&A be liable for any special, indirect, incidental, or consequential loss or delay or time-related damages. The remedies set forth herein are exclusive and the total liability of consultant whether in contract, tort (including negligence whether sole or concurrent), or otherwise arising out of, connected with or resulting from the services provided pursuant to this Agreement shall not exceed the total fees paid by Client or \$50,000.00, whichever is greater. Client may, upon written request received within five days of Client's acceptance hereof, increase the limit of A&A's liability by agreeing to pay A&A an additional sum as agreed in writing prior to the commencement of A&A's services. This charge is not to be construed as being a charge for insurance of any type, but is increased consideration for the greater liability involved.

Sampling or Testing Location: Unless specifically stated to the contrary, the unit fees included in this proposal do not include costs associated with professional land surveying of the site or the accurate horizontal and vertical locations of tests. Field tests or boring locations described in our report or shown on our sketches are based on specific information furnished to us by others or estimates made in the field by our technicians. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated in the report.

Sample Handling and Retention: Generally test samples or specimens are consumed and/or substantially altered during the conduct of tests and A&A, at its sole discretion, will dispose (subject to the following) of any remaining residue immediately upon completion of test unless required in writing by the Client to store or otherwise handle the samples. (a) NON HAZARDOUS SAMPLES: At Client's written request, A&A will maintain preservable test samples and specimens or the residue therefrom for thirty (30) days after submission of A&A's report to Client free of storage charges. After the initial 30 days and upon written request, A&A will retain test specimens or samples for a mutually acceptable storage charge and period of time. (b) HAZARDOUS OR POTENTIALLY HAZARDOUS SAMPLES: In the event that samples contain substances or constituents hazardous or detrimental to human health, safety or the environment as defined by federal, state or local statutes, regulations, or ordinances ("Hazardous Substances" and "Hazardous Constituents", respectively), A&A will, after completion of testing and at Client's expense: (i) return such samples to Client; (ii) using a manifest signed by Client as generator, will have such samples transported to a location selected by Client for final disposal. Client agrees to pay all costs associated with the storage, transport, and disposal of such samples. Client recognizes and agrees that A&A is acting as a bailee and at no time does A&A assume title of said waste.

Discovery of Unanticipated Hazardous Materials: Hazardous materials or certain types of hazardous materials may exist at a site where there is no reason to believe they could or should be present. A&A and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. A&A and Client also agree that the discovery of unanticipated hazardous materials may make it necessary for A&A to take immediate measures to protect health and safety. A&A agrees to notify Client as soon as practicable should unanticipated hazardous materials or suspected hazardous materials be encountered. Client encourages A&A to take any and all measures that, in A&A's professional opinion, are justified to preserve and protect the health and safety of A&A's personnel and the public. Client agrees to compensate A&A for the additional cost of working to protect employees' and the public's health and safety. In addition, Client waives any claim against A&A arising from A&A's discovery of unanticipated hazardous materials or suspected hazardous materials.

Indemnification: Client agrees to defend, indemnify and save harmless A&A from all claims, including negligence claims, suits, losses, personal injuries, death and property liability resulting from A&A's performance of the proposed work, whether such claims or damages are caused in whole or in part by A&A, and agrees to reimburse A&A for expenses in connection with any such claims or suits, including reasonable attorney's fees. Client's obligation to indemnify is limited to \$2 million per occurrence, which Client agrees bears a reasonable commercial relationship to the Work undertaken by A&A. Client further agrees that these general conditions are a part of the Work's specifications or bid documents, if any.

Legal Jurisdiction: The parties agree that any actions brought to enforce any provision of this Agreement shall only be brought in a court of competent jurisdiction located in Orlando, Orange County, Florida. All causes of action, including but not limited to actions for indemnification, arising out of A&A's Work shall be deemed to have accrued and the applicable statute of limitation shall commence to run not later than either the date of substantial completion of the Work for acts or failures to act occurring prior to substantial completion, or the date of issuance of A&A's final invoice for acts or failures to act occurring after substantial completion of the Work.

Force Majeure: A&A shall not be held responsible for any delay or failure in performance of any part of this Agreement to the extent such delay or failure is caused by fire, flood, explosion, war, strike, embargo, government requirement, civil or military authority, acts of God, act or omission of subcontractors, carriers, client or other similar causes beyond its control.

SECTION 4

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT (SWFWMD)

SUBMITTAL

APPLICATION

PROJECT PLAN

FUNDING LETTER

RANKING

SWFWMD FOLLOW-UP CORRESPONDENCE

FY2012 COOPERATIVE FUNDING INITIATIVE APPLICATION FORM

Project Name Green Streets Initiative - 5th Street
Project Number N340
Cooperator Palmetto
Department Community Redevelopment Agency
Contact Person Thomas Levin
Address 1202 W. Linebaugh Ave.
City State Zip Tampa, FL 33612
Phone # 813-831-8040
Email tom@ekistiscadestudio.com

Project Type:

☒ Water Supply ☒ Water Quality ☐ Flood Protection ☐ Natural Systems

Strategic Initiatives:

☒ Water Quality Maintenance and Improvement ☐ Water Quality Monitoring
☐ Alternative Water Supply ☒ Conservation
☐ Reclaimed Water ☐ Regional Water Supply Planning
☐ Emergency Flood Response ☐ Floodplain Management
☐ Minimum Flows and Level Establishment and Monitoring ☐ Minimum Flows and Levels Recovery
☐ Natural Systems Conservation and Restoration ☐ Natural Systems Identification and Monitoring

Indicate All Counties to Benefit From Project:

☐ Charlotte ☐ Citrus ☐ Desoto ☐ Hardee ☐ Hernando ☐ Highlands ☒ Hillsborough ☐ Lake
☐ Levy ☒ Manatee ☐ Marion ☐ Pasco ☒ Pinellas ☒ Sarasota ☐ Sumter ☐ Polk

Project Description:

This project is envisioned as a "Green Street" prototype for a Low Impact Development (LID) approach to urban streets and redevelopment in the City of Palmetto. The site is located in Downtown Palmetto within the CRA district on 5th Street between 8th Street (Business U.S. 41) and 10th Street (Old Main Street). This street was chosen because it is uniquely suited to address options within existing rights-of-way as well as create a model for encouraging private redevelopment. Within this project site there is the ability to augment the right-of-way as well as to embrace a land parcel owned by the CRA that can demonstrate how similarly situated private parcels within the CRA can utilize LID techniques to mitigate for stormwater impacts and minimize landscape irrigation needs.

Existing older urban areas have difficulty improving stormwater by traditional attenuation and treatment methods and limited land resources to develop regional collection and treatment systems. The project is intended to address current water quality concerns for urban streets as well as address how adjacent parcels can be developed to meet regulatory requirements through a variety of LID techniques such as landscape islands, rain gardens, bio-swales and pervious pavement. A corollary goal is address stormwater as a resource for supplemental irrigation. The degree to which all these goals can be attained will be assessed at the design stage and be available for long term monitoring and assessment.

This project is funded through the City of Palmetto Redevelopment Authority and this grant request is for FY2012. Grant funds will be used to design and construct stormwater improvements utilizing Low Impact Development techniques in an integrated Green Streets approach. Palmetto's procurement policy encourages the participation of minority and woman-owned business enterprises and local businesses within the CRA boundaries.

Describe your organizations efforts in developing, implementing and enforcing water conservation and flood protection ordinances.

The City of Palmetto Comprehensive plan has been a blueprint for water conservation and stormwater quality efforts. The City has also adopted "Downtown Development Guidelines" that encourages redevelopment and public use for a more sustainable urban design model. The CRA is currently implementing an incentive based program that would provide funding for businesses to upgrade their properties through storefront grants, landscaping to meet Florida Friendly standards, providing for reclaimed irrigation and enhanced storm water treatment among many other positive "Green" initiatives. State, City and NPDES standards establish the baseline minimum but the city is looking beyond this to improve the water quality in our surrounding waterways including the Manatee River and Terra Ceia Bay.

The City is also in control of their own sewer plant and have been diligently improving the plant, especially the pipe distribution system. In 1960, when the plant went online, it treated 1.4 million gallons per day with a population of 6,000 people. Today with almost 115,000 people, the plant only processes 1.2 million gallons per day. This is from improvements or replacement of existing leaky pipes and also from eliminating cross connections to storm sewers. This work was accomplished with assistance from a

Cooperative Funding Grant from SWFWMD. The city today has an excellent inflow and infiltration elimination program. A reclaimed water system that is affordable and popular is in place for about 90% of the city. The city is actively pursuing deep well storage for the reclaimed water system (PARS) to further expand the reclaimed water system.

This 5th Street project is conceived to demonstrate best practices to improve water quality and to conserve/reuse this water resource. The Conceptual Master Plan for this project has already been funded, prepared and approved by the CRA. Funding is available as early as FY2011 to begin detailed design. Local stakeholders have been involved and support this project including the City Commissioners, CRA, Planning and Zoning and Public Works. There has been discussion regarding the potential to expand this concept within the urban watershed.

Funding Source	Prior Funding	FY2011 Budget	FY2012 Budget	Future Funding	Total Funding
Applicant Share	10,000	100,000	650,000		760,000
Manssota			650,000		650,000
Total	10,000	100,000	1,300,000		1,410,000

Matching Fund Reduction

☐ Check here if requesting a reduction in matching funds requirement pursuant to s.288.06561, F.S.

Timelines

Design	06/11/2011
Permitting	10/14/2011
Construction	10/01/2012