

TAB 1

POINT PAPER

US 41 (8th AVENUE) AND RIVERSIDE DRIVE

LOMBARDO, FOLEY & KOLARIK WORK ASSIGNMENT #4 COP JOB # 06- 535

Problem:

The intersection of 8th Avenue and Riverside Drive has been experiencing traffic difficulties, specifically minor street left turn and through movements especially motorist who may be pulling a boat on a trailer.

Background:

In 2006 the City was awarded \$150,000 in a matching grant from the MPO to make improvements to the intersection of US 41 (8th Ave.) and Riverside Drive.

On April 6, 2009, City Commission adopted the CRA's '09 project list which included this particular project. This project is consistent with the CRA objectives, in that it strengthens the City's contribution to the well being of the community, supports downtown as a multi-use center and enables successful on going revitalization

The project includes extending the existing south median at the intersection of 8th Avenue and Riverside Drive to a point 25 ft. north of 3rd Street Drive West. The proposed intersection improvements will increase the level of service from an F to a C.

Recommendation:

Authorize the Mayor to execute Work Assignment #4 with Lombardo, Foley & Kolarik (LFK) to provide engineering services for final design, permitting and construction services.

Budget Impact:

The work assignment is not to exceed \$56,000 and will be charged to CRA account number 690-559-8214.

The estimated total cost of the project is \$300,000. FDOT has agreed to contribute \$150,000 via execution of a TRIP Agreement.

Lombardo, Foley & Kolarik, Inc.
WORK ASSIGNMENT #4

Pursuant to the City of Palmetto Agreement for Professional Engineering Services, entered into by and between the CITY OF PALMETTO (City) and Lombardo, Foley & Kolarik, Inc. (Consultant), the City hereby authorizes the following professional services under said Agreement:

TITLE OF PROJECT: **U.S. 41 (8th Avenue) & Riverside Drive
COP Job #**

DESCRIPTION OF AUTHORIZED SERVICES:

This Work Assignment is to provide design, topographic survey, and construction phase services for the safety improvements to U.S. 41 (8th Avenue West) and Riverside Drive. The improvements will consist of eliminating left-turn and through movements for Riverside Drive, both eastbound and westbound and extending the northbound left-turn lane on U.S. 41 by approximately 120 feet.

<u>TASK</u>	<u>COST</u>
1. Final Design Phase	\$41,500
2. Construction Services Phase	\$14,500

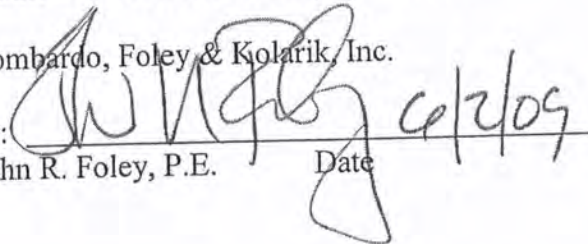
METHOD OF COMPENSATION: The compensation to the Consultant for the performance of the above identified services shall be pursuant to the Rate Schedule as defined in said Agreement, to the extent set forth as follows:

Lump Sum Fee: \$56,000

The Consultant agrees to perform the professional services outlined above at the method of compensation set forth above, upon receipt of authorization from the City of Palmetto.

Attest:

Secretary

Lombardo, Foley & Kolarik, Inc.
By: 
John R. Foley, P.E. Date 06/2/09

The City of Palmetto hereby authorizes the professional services outlined above at the method of compensation set forth above.

CITY OF PALMETTO, FLORIDA

By: _____
(Printed Name/Title) Date

WORK ASSIGNMENT #4
U.S. 41 (8th Avenue) & RIVERSIDE DRIVE
CITY OF PALMETTO JOB #
June, 2009

1. GENERAL DESCRIPTION OF THE WORK

Lombardo, Foley & Kolarik, Inc. (LF&K) is happy to provide engineering and surveying consulting services in accordance with our Agreement dated October 5, 2006.

This Work Assignment is to provide design, topographic survey, and construction phase services for the safety improvements to U.S. 41 (8th Avenue West) and Riverside Drive. The improvements will consist of eliminating left-turn and through movements for Riverside Drive, both eastbound and westbound and extending the northbound left-turn lane on U.S. 41 by approximately 120 feet.

2. ITEMS TO BE FURNISHED BY THE CITY

The City will provide any information regarding property ownership, and utility as-builts. The City will also provide the services of a geotechnical, lighting, landscape, irrigation, or environmental consultant if required.

3. SCOPE OF SERVICES

3.1 Project Tasks:

Task 1: Preliminary Design Phase

Based on the staff concept plan, the ENGINEER will prepare construction plans for City review. The plans will include:

- 1) Cover Sheet
- 2) General Notes
- 3) Typical Sections
- 4) Horizontal Control Plan
- 5) Grading and Drainage Plans
- 6) Striping and Signage Plans
- 7) Maintenance of Traffic Plans
- 8) Details

The ENGINEER will meet with staff to discuss elements of design and revise plans based on comments received from staff. The Engineer will coordinate with SWFWMD, FDOT and utility companies as required.

The design survey will include topographic information from approximately 450' south of the intersection to 150' north, east and west of the intersection.

Task 2: Final Design Phase

The Consultant shall finalize the Contract Documents (plans, technical specifications and bid quantities) for bidding and construction based on input from the City and affected regulatory agencies. Permit applications and supporting documentation shall be prepared and submitted at the 90% stage. It is assumed that permit requirements will be limited to a SWFWMD 40D-4.051(12)(b) Permit Exemption and an FDOT Connection Permit. An FDOT Drainage Permit is specifically excluded from this proposal.

The Consultant shall finalize the coordination efforts with the utility companies and regulatory agencies in this phase.

Task 3: Construction Services

1. Participate in pre-bid conference and prepare minutes of meeting.
2. Assist the City in evaluating bids.
3. Conduct pre-construction conference and prepare minutes of meeting.
4. Review and approve shop drawings.
5. Make periodic visits to the site and observe progress and quality of the executed work and determine in general if the work is proceeding in accordance with plans and specifications. LF&K will not be required to make exhaustive or continuous onsite inspections to check quality or quantity of work; LF&K will not be responsible for the construction mean, methods, sequences, or procedures or the safety precautions incident thereto: LF&K will not be responsible for the Contractor's failure to perform the work in accordance with the plans and specifications; and during such observations and based on LF&K's onsite observations as an experienced and qualified design professional firm, LF&K will keep the Client informed of the progress of the work and will endeavor to guard the Client against defects and deficiencies in the work of the Contractor. LF&K shall not be responsible for the acts and omissions of the Contractor, and sub-contractor's agents or employees or any other person performing any of the work under the construction contract.
6. Provide recommendations of changes, if necessary, which may be required within the scope of the project during construction. Prepare Discretionary Work Directive changes and change orders, if required, for City approval.

7. Review monthly pay requests submitted by Contractor and make recommendations for payment.
8. In coordination with the City, prepare responses to resident complaints and maintain a record of complaints and actions taken.
9. Prepare and furnish the City a final set of reproducible record drawings from data provided by the contractor. The data collection is to be performed by a registered land surveyor and meet appropriate record drawing standards. The Consultant shall be responsible for supplying the City certified record drawings and all certifications to all state agencies. All record drawings shall conform to City requirements.
10. Visit the project site prior to the end of the one year construction warranty period and prepare a punch list of items to be corrected prior to the warranty expiration date.

4. SCHEDULE

Lombardo, Foley & Kolarik, Inc. (LF&K) shall submit four (4) sets of plans and specifications for City review at the preliminary design stage (60%) within ten (10) weeks of the Notice to Proceed.

90% documents incorporating City review comments and including Permit Applications, Technical Specifications and Bid Quantities will be provided within six (6) weeks of the City's review of the preliminary design.

5. STAFF

Design services will be headed by Robert J. Lombardo, P.E. and John R. Foley, P.E. Survey services will be lead by Kenneth C. Kolarik, P.S.M.

6. ADDITIONAL SERVICES

If authorized in writing by the City, LF&K will furnish, or obtain from others, additional services of the following type:

- Revise previously approved studies, design documents, drawings or specifications.
- Additional services and costs necessitated by out-of-town travel required of LF&K other than visits to the site.
- Prepare to serve and serve as a witness for the City in any litigation or other judicial proceeding involving the project.

- Furnish, from a Registered Land Surveyor, additional surveys not covered in the above Scope of Services (e.g., construction stakeout).
- Furnish cursory or detailed soils investigation and analysis, or wet season water table analysis.
- Provide right-of-way mapping or Sketch & Descriptions for right-of-way acquisition.
- Furnish additional engineering for permit requirements not covered in the above Scope of Services (e.g., FDOT drainage permit, utility permits, SWFWMD ERP construction permit).
- Prepare construction plans for reclaimed water, potable water, sanitary sewer, etc.
- Provide lighting, landscape and irrigation services.
- Provide structural analysis.
- Provide traffic studies or counts.

These additional services will be charged in accordance to the attached Schedule of Fees (Exhibit "B").

The City will also be responsible for all permit fees.