EXHIBIT "A" SCOPE OF SERVICES City of Key West General Traffic Engineering Services Task Work Order No. 4S2: SUE Services for Flagler Av sites November 17, 2021

1.0 BACKGROUND:

The City of Key West (hereafter referred as the City) is currently in the design phase to develop construction plans to implement signalization improvements at the intersection of Flagler Avenue at First Street/Bertha Street and Kennedy Drive. The City has requested to include, as part of the design effort, to collect necessary Subsurface Utility Engineering (SUE) services. This scope describes the added SUE services to support the overall design efforts.

2.0 <u>PURPOSE:</u>

The Consultant (Choice Engineering) was retained by the City of Key West to provide Design Services for the implementation of pedestrian signalization improvements. Choice Engineering has retained an FDOT prequalified consultant firm, Hadonne, to perform SUE services.

The purpose of this Task Work Order is to provide SUE services for the design in the form of CADD files and test hole reports. The original Hadonne Proposal is provided as an attachment.

3.0 <u>SUE SERVICES SCOPE:</u>

Hadonne will responsible to provide utility designates and locates outlined on the attached Exhibit "A" as directed by the Engineer of Records. Work includes designates utilities using Ground Penetrating Radar (GPR) and perform test holes using our vacuum excavator. Collect survey data.

Deliverables:

Electronic CADD files and signed and sealed test hole reports indicating the horizontal and vertical locations of utilities as located in the field.

4.0 <u>CONSULTANT RESPONSIBILITIES:</u>

The Consultant's responsibilities remain the same as in the Original Agreement. Post Design Services shall be negotiated separately to this task.

5.0 <u>CITY OF KEY WEST RESPONSIBILITIES:</u>

The City's responsibilities remain the same as in the original TWO or Purchase Order.

General Traffic Engineering Services - Choice Engineering Consultants, Inc.

TWO 4S2: SUE Services for Flagler Avenue Intersections (Bertha St/First St & Kennedy Dr)

PRICE ESTIMATE - YEAR 2021

City of Key West

ΑCΤΙVΙΤΙΥ	Project Manager	Senior Project Engineer	Project Engineer	Engineer	Engineer Intern	Sr. Designer	Engineering Technician	Secretary/ Clerical	Staff Hours Per Activity	Total Fee Per Activity
Hourly Rates	-			\$ 139.85						receivery
Design Services										
3. Project General and Project Common Tasks									0	\$-
4. Roadway Analysis & Signing and Pavement Marking									0	\$-
5. Roadway Plans									0	\$-
7. Utilities									0	\$-
21. Signalization Analysis									0	\$-
22. Signalization Plans									0	\$-
									0	\$-
								D	esign Subtotal	\$-
TOTALS (Hours)	0	0	0	0	0	0	0	0	0	ć
TOTALS (Man-hour Costs)	\$-	\$-	\$ -	\$-	\$ -	\$ -	\$-	\$-	U	Ş -
	-		-		-		SUE Se		Designations	\$ 3,200.00
									tility Locates	
	Engineering Subtotal \$							\$ -		
Consultant (Choice) Acknowledgement of Final Fee By:			City Review of	Fee Estimate By	y:		S	UE Services Subto	tal	\$ 13,400.00
	11/17/2021									
Carlos Francis, P.E. Choice Project Manager	11/17/2021 Date	-	Patti McLauchlin Interim City Mana				Date	-		



PROPOSAL / AGREEMENT

November 3, 2021

SENT VIA: Email Address

Submitted to:

Rafael S. Aguilar, P.E. Choice Engineering 12855 SW 132nd Street, Suite 200 Miami, FL 33186

About:

Subsurface Utility Engineering (SUE) Services for the project known as **"Flagler Avenue"** located in the City of Key West.

Dear Mr. Aguilar

Pursuant to your request regarding a fee estimate for utility designates and locates services for the above referenced project. **HADONNE (HC)** is pleased to submit the following proposal for your consideration:

Scope of Services:

Provide utility designates and locates outlined on the attached Exhibit "A" as directed by the Engineer of Records. Work includes designates utilities using GPR and perform test holes using our vacuum excavator. Collect survey data.

Deliverables:

Cadd files and signed and sealed test hole reports indicating the horizontal and vertical locations of utilities as located in the field.

Time of Completion:

We have estimated three calendar weeks to submit a preliminary finding and one week for the final submittal.

Schedule of Fees:

The professional compensation to perform thi	s project shall be as follow:	
Utility Designates using GPR:	2 days @ \$1600.00 per day	\$ 3,200.00
Utility Locates using Vacumm Excavator:	12 test holes @ \$850.00 ea	\$10,200.00

Total:

\$13,400.00

Project area, length, Size and location: See attached (Exhibit "A").

By signing below, I APPROVE AND ACCEPT this letter as a legal contract and read and agree to the payment terms as set forth above.

By:	Title:	
(Authorized Signature)		
	Date:	
(Typed or printed name)		

I thank you for this opportunity to present this proposal for your consideration and look forward to your favorable response. In the interim, if there is anything, we can do to be of service in this or any other matter, please do not hesitate to call me directly at +1(305) 266-1188.

Respectfully,

Pedro Ugas

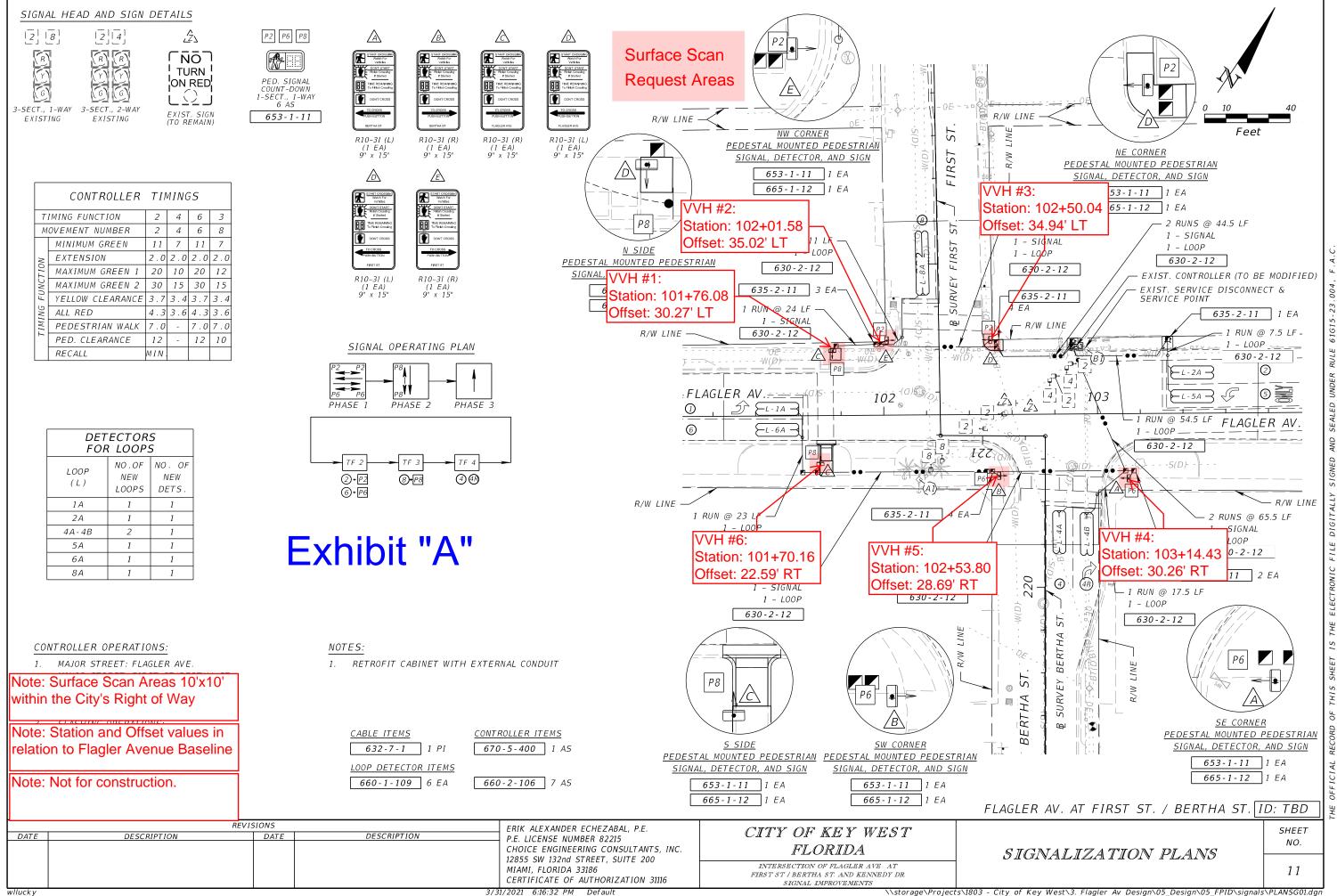
Pedro Ugas SUE and Utility Coordination Manager

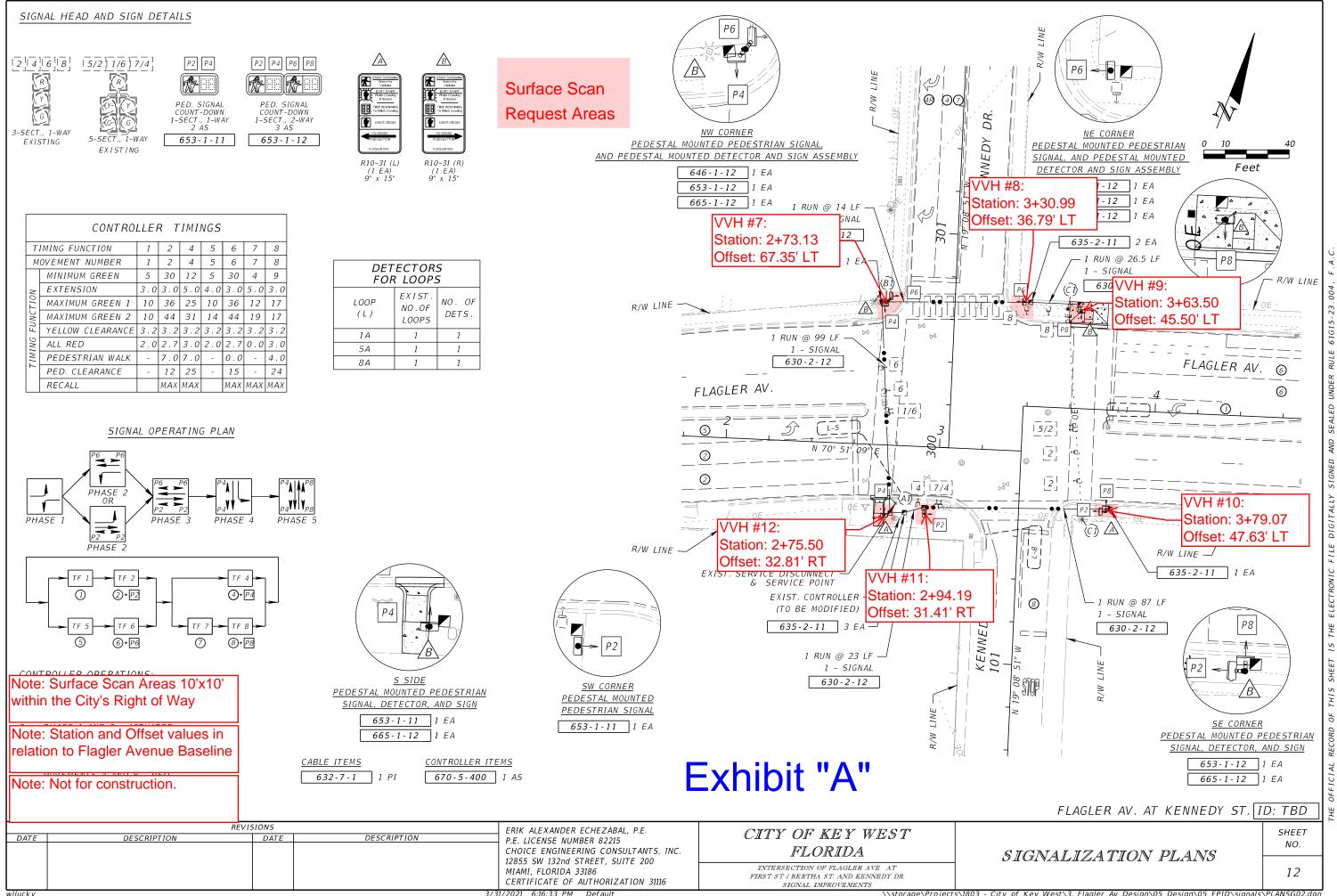
TERMS AND CONDITIONS

QUALIFICATIONS: County and / or Municipality Fees are not included in this Proposal and are the Client's responsibility. Rule of Law: All field and office efforts in connection with this project will be performed in strict accordance with the applicable provisions of the "Minimum Standards of Practice for Land Surveying in the State of Florida", pursuant to Rule 5J17-05 Florida Administrative Code. Requests for service not specifically enumerated in this Proposal will be addressed via separate response if so required and an additional charge will apply per HC's hourly rates for calendar year 2021, which are set forth in the "Estimate Fee" section of this Proposal. Our ability to perform is and will be completely influenced by the Client's ability to make the site available and to eliminate all conditions that may interfere with HC's ability to furnish services, and weather conditions. HC will require a 24-hour, prior written notice before field work can be performed. This notice should be sent via email to HC.

SUBSURFACE UTILITY ENGINEERING: Client shall be aware that GPR Technology is not 100% accurate. Depending on factors such as and not limited to soil type, soil moisture, size of underground utility, type of underground utility, depth of underground utilities; some utilities may not be detected by GPR. GPR will detect the presence of the utility but not the type. HC will do its best to identify the type of utility, but it may occur that some detected utility remains unidentified. Area to be located with GPR should be clean without mayor vegetation, debris or any structure that may prevent the use of the equipment. Cleaning, removing of debris or vegetation is not included in this proposal.

PAYMENTS TERMS: Payment is due for HC's completion of each task UPON RECEIPT of HC's Invoices. It is understood that this agreement is between HC and the Client. HC's failure to strictly enforce any provision in this Proposal shall NOT be construed as a modification or amendment of the Proposal's terms, specifically these payment terms, unless otherwise agreed to in writing by HC. HC's receipt of this Proposal, signed by Client, constitutes Client's acceptance of these terms, and HC's Standard Terms and Conditions (collectively the "Contract"), which is attached and incorporated by reference as if fully set forth here. The Client's signature shall also constitute a notice for HC to proceed with its Scope of Services. In the event HC is required to enforce any terms of the Contract, Client agrees to pay to HC all reasonable attorneys' fees and costs incurred, whether suit is filed or not, including attorneys' fees on appeal. Past due payments under this Proposal are subject to a 1.5% interest per month. For special consideration, the Client agrees that HC's liability for this Project, irrespective of the cause, shall be limited to the amount of the Professional Fees Client pays to HADONNE CORP. Both HC and the Client may terminate this Proposal after ten (10) days written notice, and upon Client's payment to HC of all outstanding fees and expenses incurred by HC through the date of such written notice.





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