
June 28, 2018 (Rev.04 07/19/18)

SENT VIA E-MAIL (jathias@cohb.org)

Jeanine Athias, P.E.
Asst. Director of Public Works / City Engineer
City of Hallandale Beach
630 NW 2nd Street
Hallandale Beach, FL 33009

**Subject: City of Hallandale Beach – Diana Drive Roadway & Drainage Improvements – Civil Engineering & Landscape Architecture – Fee Proposal
CMA Proposal No. P18.548R4**

Dear Ms. Athias:

Chen Moore and Associates (CMA) are pleased to submit the attached Agreement for Professional Services and Scope of Services to provide civil engineering services for the above referenced project located at Diana Drive in Halladale Beach, Florida.

PROJECT INTRODUCTION

As we understand it, the City of Hallandale Beach desires to design and reconstruct Diana Drive, from Golden Isles Drive, east to just past SE 26th Avenue and to re-stripe SE 26th Avenue from Diana drive to Hallandale Beach Blvd., to include bike lanes. The proposed design and realignment shall include divided (eastbound and westbound) lanes, a new bike lane (on the eastbound lane) and shared use striping (on the westbound lane), a new roundabout at the intersection with SE 26th Avenue, additional on-street parallel parking spaces, a new drainage system, a new landscaped and irrigated median, new curb, new sidewalks with ADA accessibility, appropriate signage, striping, landscaping and irrigation. Additionally, SE 26th Avenue and Golden Isles Drive shall be milled, re-surfaced and re-striped to reduced lane widths and tie the proposed bike lanes on Diana Drive with those on Hallandale beach Blvd. The existing edge of pavement radii at SE 26th Avenue and Diana Drive, and at Golden Isles Drive shall be evaluated and adjusted accordingly to accommodate the bike lanes. The following proposal shall address the City's request.

PROJECT STAFFING

Our staff and team are ready and prepared to work on this project. Chen Moore staff project roles shall be as follows:

Principal – Peter Moore, P.E., President
Project Director - Jose L. Acosta, P.E., Vice President
Senior Project Manager – Gregory Mendez, P.E.

Engineering and Landscape Architecture Staff includes the following:

- Miguel Lockward, E.I. Associate Engineer
- Andres Aristazabal, Senior Technician
- Jose McCray, Senior Construction Specialist
- Cristobal Betancourt, RLA, Senior Landscape Architect
- Amber Mathis, CA, Certified Arborist
- Eric Harrison, RLA, Landscape Architect
- Stefan Bortak, CID, Irrigation Designer

Sub-consultants for this Project

- Land Surveying – Gibbs Land Surveyors
- Subsurface Utility Engineering – F.R. Aleman & Associates, Inc.

CIVIL SCOPE OF SERVICES

The civil-related scope of services that our firm shall provide as per our recent discussions, is as follows:

Task 1 – Additional Topographic Survey, Site Reconnaissance, Utility Coordination, Data Gathering & Public Meeting

- Site reconnaissance
- Data gathering as required for design of proposed improvements
- Consultant shall visit the site as necessary to become familiar with and/or document current site conditions.
- Consultant shall prepare packages with GIS based maps to acquire available information from the utility providers for water, sewer, drainage, power, gas, etc. as appropriate to acquire existing information.
- Engage our sub-consultant, Gibbs Land Surveyors to perform additional topographic/boundary survey, at the ester end of the subject property, where more information is needed to perform the work. The survey limits shall be to the eastern end of Diana Drive and include SE 26th Avenue, and Golden Isles Drive, north to Hallandale Beach Blvd.
- Perform Subsurface Utility Exploration (SUE) as required for the design.
- Prepare two “concept drawings” illustrating the potential parking configurations along the corridor and attend a public meeting/charrette to assess and gather resident/public comments.

Task 2 – 60% Construction Documents

- Consultant shall review survey and/or as-built drawings from local utilities and field verify locations as per available accessibility.
- Consultant shall arrange and attend any pre-design meetings with governmental permitting agencies or other authorities having jurisdiction as required regarding any pertinent regulatory requirements and limitations.
- Consultant shall examine and verify all existing site conditions as to their accuracy as depicted on the boundary survey.
- Preparation of civil engineering preliminary design including roadway layout based on the City selected concept from Task 1 above.

- Consultant shall engage in close coordination with the client to ensure project criteria is met.

Deliverables:

- Design plans in digital format (AutoCAD and PDF)
- Survey in digital format (AutoCAD and PDF)
- Preliminary Drainage Report
- Preliminary Engineer's Opinion of Probable Cost

Task 3 – 90% Construction Documents

- Attendance at up to one meeting with the Client.
- Include Comments from 60% Submittal Review
- Construction level detail and design
- Pre-submittal meetings with related permitting agencies as necessary
- Complete conflict data table with available information, if applicable.
- Update the Engineer's Opinion of Probable Cost for this stage of the design.
- Consultant shall include all general notes, recommending any minimum requirements for a site contractor.

Deliverables:

- Design plans in digital format (AutoCAD and PDF)
- Updated Drainage Report
- Technical Specifications
- Updated Engineer's Opinion of Probable Cost

Task 4 – Government Permitting & Approvals

- Consultant shall prepare submittal packages and submit for government agency permits with the appropriate calculations and back-up to the following agencies:
 - City of Hallandale Beach Public Works Department
 - Broward County – Traffic Engineering Department
 - South Florida Water Management District (SFWMD)
 - Broward County Environmental Protection and Growth Management Department (BCEPGMD)
- Consultant shall revise plans and coordinate permits resubmittals

Task 5 - SFWMD Environmental Resource permit (ERP) – Consultant shall perform the following:

- Attend a pre-submittal meeting with the SFWMD to establish design, calculation and permit requirements for an ERP permit.
- Prepare and submit packages, including drawings and calculations to obtain an ERP.
- Respond to any RFIs during the permit review process.
- Revise plans and/or calculations accordingly to secure an ERP.

Task 6 – 100% Construction Documents

- Incorporate Comments from 90% Submittal Review and all Permitting comments/revisions.
- Technical Specifications – One (1) Signed & Sealed & one (1) pdf copy
- Finalize Engineer's Opinion of Probable Cost

Deliverables:

- Design plans in digital format (AutoCAD and PDF) - Signed & Sealed
- Design Plans hard copies - Three (3) 24"x36" – Signed & Sealed
- Design Plans hard copies - Three (3) 11"x17"
- Final Drainage Report
- Final Engineer's Opinion of Probable Cost

Task 7 – Bid & Award Support Services

- Attendance at the pre-bid meeting
- Prepare responses to questions from bidders for the scope of work in this proposal.

LANDSCAPE ARCHITECTURE SCOPE OF SERVICES

The landscape architecture scope of services that our firm shall provide as per our recent correspondence, is as follows:

Task 8 – Site Reconnaissance, Utility Coordination, Data Gathering & Public Meeting

- Attendance at up to one (1) project meeting.
- Site visit and assessment of existing vegetation for removal and mitigation (as applicable).
- Code research and coordination with City staff prior to site plan submittal.

Task 9 – 60% Construction Documents – Consultant shall perform the following:

- Attendance at up to three (3) meetings with the Client/Owner. If additional walk through meetings are required, services shall be provided upon written Client authorization and invoiced on an hourly basis.
- Site visit to evaluate the proposed design and reassess the existing vegetation for removal and mitigation.
- Schematic Design level plans to include tree disposition, landscape, hardscape (furnishings, trash cans, etc.) plans to coordinate with the Client. The deliverable will include plans, renderings, and material photos or samples necessary to convey the design intent for the project and obtain site plan approval.

Deliverables:

- Design plans in digital format (AutoCAD and PDF)
- Survey in digital format (AutoCAD and PDF)

Task 10 – 90% Construction Documents - Consultant shall perform the following:

- Attendance at up to three (3) meetings with the Client/Owner. If additional walk through meetings are required, services shall be provided upon written Client authorization and invoiced on an hourly basis.
- Consultant shall prepare permit level landscape architecture plans to include landscape, hardscape and irrigation plans, details, and specifications. Site Lighting is not included with this scope of work. CMA will coordinate site lighting locations with MEP Engineer so as not to conflict with proposed landscape improvements and safety. All plans, details, sections, and specifications will be suitable for construction of the project. Consultant shall incorporate into the construction documents the design requirements of governmental authorities having jurisdiction over the project. The construction documents shall comply with the latest statutes, ordinances, codes, rules and regulations applicable to Consultant's services.

Deliverables:

- Design plans in digital format (AutoCAD and PDF)
- Technical Specifications

Task 11 – Government Permitting - Consultant shall perform the following:

- Consultant shall update the Construction Documents with any Client, Owner, or regulatory agency comments
- Consultant shall prepare submittal packages and submit for government permits with the appropriate calculations and back-up for the water supply of the irrigation system and tree removals (if any) to the following agencies:
 - City of Hallandale Beach Public Works Department
 - Broward County Environmental Protection and Growth Management Department (BCEPGMD)
 - Broward County Traffic
 - SFWMD – Surface water drainage
- Consultant shall revise plans and coordinate permits resubmittals

Task 12 – 100% Construction Documents - Consultant shall perform the following:

- Consultant shall prepare construction level landscape architecture plans to include landscape, hardscape and irrigation plans, details, and specifications. Site Lighting locations will be coordinated with MEP Engineer so as not to conflict with proposed landscape improvements and safety. All plans, details, sections, and specifications will be suitable for construction of the project. Consultant shall incorporate into the construction documents the design requirements of governmental authorities having jurisdiction over the project. The construction documents shall comply with the latest statutes, ordinances, codes, rules and regulations applicable to Consultant's services.

Deliverables:

- Design plans in digital format (AutoCAD and PDF) - Signed & Sealed

- Design Plans hard copies - Three (3) 24"x36" – Signed & Sealed
- Technical Specifications – One (1) Signed & Sealed & one (1) pdf copy
- Design Plans hard copies - Three (3) 11"x17"

Task 13 – Bid & Award Support Services – Consultant shall perform the following:

- Attendance at a pre-bid meeting with the landscape contractor
- Respond to inquiries and Requests for Information

Optional Services

O1 – Limited Construction Administration Support Services – Consultant shall perform the following:

- Consultant shall attend one pre-construction meeting, as arranged by the client.
- Consultant shall perform all required shop drawing reviews as they relate to the improvements designed and permitted under this scope of services.
- Consultant shall respond to requests for information (RFIs) during the construction phase.
- Provide general observation of the work and associated field reports of the field visit, required for certification of the project. We estimate a total of four (4) periodic visits during the site construction period, including two (2) for substantial and final completion walkthroughs.
- Review "as-built" drawings (to be provided by contractor)
- Coordination of certification/site close out packages as required.

Preliminary Schedule (Subject to coordination with the City)

• Additional Topographic Survey, Subsurface Utility Exploration (SUE), Utility coordination and Data Gathering	4 weeks
• 60% Construction Documents	4 weeks
• City Review	2 weeks
• 90% Construction Documents	4 weeks
• Permitting & Approvals / City Review	6-9 weeks
• 100% Construction Documents	2 weeks
Total	25 weeks

Note: Permitting durations shown above are estimated and may vary due to factors beyond CMA's control.

BASIS OF SCOPE

The basis for the above scope of services and associated fee(s) are based on the following:

- Project shall be completed in one phase.
- The proposed design shall meet the City of Hallandale Beach's code of ordinance, MANUAL OF UNIFORM MINIMUM STANDARDS FOR DESIGN, CONSTRUCTION, AND MAINTENANCE

FOR STREETS AND HIGHWAYS, commonly called “The Florida Greenbook”, FDOT Design Manual and Broward County Standards to facilitate roadway and drainage improvement requirements based on the above.

- Investigation and design of offsite facilities and improvements are only included as directly related to the base scope of services of this project.
- The Project is in the city of Hallandale Beach, Florida.
- Off-site improvements including water/sewer main extensions or replacements, building or structural improvements, electrical, telecommunications or other utility improvements of any kind beyond the project limits shall be deemed as an Additional Service item and is not included in this proposal.
- Drainage design discharge shall be via exfiltration trench.
- This proposal assumes only general MOT notes are to be included. It shall be the responsibility of the contractor to provide MOT based on their proposed construction means and methods.
- The survey provided by Gibbs Land Surveyors dated 8/6/14 shall be used for design and combined with the additional information to be provided under this proposal.
- No environmental exploration, engineering or permitting of any kind is included in this proposal.
- CMA does not anticipate the requirement for additional traffic analysis on this project. Should one become a permitting requirement, CMA shall provide a separate proposal for this work.
- The proposed design shall attempt to preserve as many of the existing trees as possible.
- All permitting fees shall be provided to CMA by the City.
- The existing irrigation system is currently served by an existing potable water main connection. The proposed irrigation system shall utilize this same water service. Additionally, CMA shall closely coordinate with the City for the type of pipe to be installed for the irrigation system.
- The proposed landscaping shall be of the “low maintenance” variety. CMA shall work with the City to agree on an acceptable tree/vegetation palette to suit the City’s needs.
- The proposed landscaping shall also attempt to provide sound attenuation wherever possible.
- This proposal assumes that the Bid & Award Support Services task includes attendance at a pre-bid meeting and responding to bid RFIs ONLY. No bid analysis or recommendations are included.

INFORMATION TO BE PROVIDED BY CLIENT

Information to be provided by City includes the following:

- A letter from the property owner granting access to the site and giving approval for Consultant to perform the services listed above.
- Copies of all relevant data, including correspondence, plans or information in the City’s possession which may be beneficial to the work effort performed by Consultant.
- An official Notice to proceed (NTP) or work order from the City of Hallandale Beach.

SCHEDULE AND FEES

Consultant shall schedule work upon receipt of signed approval and shall provide all services in accordance with our Professional Services Agreement for General Engineering Services.

The total lump sum fees for this project will be divided as follows:

<u>Task(s)</u>	<u>Task Description</u>	<u>Lump Sum Fees</u>	<u>Not to Exceed Fees</u>	<u>Total Fees</u>
CIVIL ENGINEERING				
1	Meetings, Site Reconnaissance, Utility Coordination, Data Gathering	\$10,740.00		\$10,740.00
2	60% Construction Documents	\$21,350.00		\$21,350.00
3	90% Construction Documents	\$17,270.00		\$17,270.00
4	Government Permitting & Approvals	\$10,330.00		\$10,330.00
5	SFWMD ERP	\$6,300.00		\$6,300.00
6	100% Construction Documents	\$9,070.00		\$9,070.00
7	Bid & Award Support Services	\$1,700.00		\$1,700.00
	Civil Engineering Subtotal	\$76,760.00		\$76,760.00
LANDSCAPE ARCHITECTURE				
8	Meetings, Site Reconnaissance, Utility Coordination, Data Gathering	\$3,060.00		\$3,060.00
9	60% Construction Documents	\$8,800.00		\$8,800.00
10	90% Construction Documents	\$7,710.00		\$7,710.00
11	Government Permitting & Approvals	\$3,240.00		\$3,240.00
12	100% Construction Documents	\$6,360.00		\$6,360.00
13	Bid & Award Support Services	\$1,080.00		\$1,080.00
	Landscape Architecture Subtotal	\$30,250.00		\$30,250.00
14	Reimbursables Allowance*		\$2,000.00	
15	Topographic Survey – Gibbs land Surveyors	\$4,370.00		\$4,370.00
16	Subsurface utility Exploration (SUE) Allowance** – F.R. Aleman & Associates, Inc.		\$488.75/test hole (Max. 15 test holes)	
	TOTAL	\$111,380.00	\$9,331.25	\$111,380.00
OPTIONAL SERVICES				
O1	Limited Construction Administration Support Services	\$21,360.00		\$21,360.00

*Reimbursable expenses for mileage and report preparation have been included in the lump sum fees noted above. Additional reimbursable expenses requested by the Client outside of the items for the tasks

above, including delivery of additional copies of items shall be invoiced as defined in our Professional Services Agreement for General Engineering Services

**The Subsurface Utility Exploration (SUE) total fee is based on a maximum allowance of up to 15 test holes (at \$488.75 per test hole), and will only be utilized as needed and at the approval of City staff.

This proposal is based on our understanding of the requirements for engineering services as itemized under the anticipated tasks listed above. Accordingly, we reserve the right to modify this proposal due to any changes in scope.

Should you have any questions, please do not hesitate to contact me at my office at +1 (786) 497-1500, Ext. 1125, my cell phone at +1 (305) 562-4789 or send me an electronic message at gmendez@chenmoore.com.

Respectfully submitted,



CHEN MOORE AND ASSOCIATES
Gregory Mendez, P.E.
Miami Branch Manager / Senior Engineer

Cc: Jose L. Acosta, P.E., Chen Moore
Manga Ebbe, City of Hallandale Beach

Enc.: Exhibit A and B; CMA 2018 Labor Hourly Rates

EXHIBIT A

GENERAL CONDITIONS/PROVISIONS

These general conditions are attached and made part of proposals and Agreements for services rendered by Chen Moore and Associates (CMA), the Consultant.

1.0 Standard of Care

Consultant, providing services under the Agreement, will endeavor to perform in a manner consistent with the degree of care and skill exercised by members of the same profession under similar current circumstances. The Consultant cannot and does not warrant or guarantee that the Client's project will comply with all interpretations of the Americans with Disabilities Act (ADA) requirements.

2.0 Basic Services

Consultant shall provide the mutually agreed-upon services outlined in this Agreement. Any services not specifically outlined in this Agreement are specifically excluded from the scope of Consultant's services. Consultant assumes no responsibility to perform any services not specifically addressed in the Agreement.

3.0 Additional Services

If mutually agreed to in writing by the parties, in advance, Consultant will provide additional services, which shall be documented and appended hereto. Additional services are not included as part of the basic scope of services and shall be paid for by Client in addition to the payment for basic services. Payment for additional services shall be as mutually agreed to by the parties.

4.0 Client Responsibilities

Unless otherwise designated in writing, the Client's representative with respect to the services to be rendered under the Agreement shall be the individual designated for the authorized signature. Client shall provide all criteria and information required for Consultant to perform services under the Agreement. Client shall provide for access to and make all provisions for Consultant to enter upon public and private property as required to perform services under the Agreement.

5.0 Compensation

- a) Monthly progress invoices for basic services and additional services shall be submitted to the Client by Consultant based on percentage complete for each project task. Hourly services shall be invoiced based on applicable hourly rates in accordance with the Rate Schedule which is subject to semi-annual adjustment.
- b) These invoices are due upon presentation and shall be considered past due if not paid within thirty (30) calendar days.
- c) In order to provide uninterrupted service by Consultant, Client is required to promptly pay submitted invoices. Client shall have a fourteen (14) day review period to request clarification or additional information regarding an invoice. If no request is made during the review period, the invoice is deemed approved and payment shall be made in the full amount of the invoice.
- d) If Client fails to make payments when due or otherwise breaches the Agreement, Consultant may suspend performance of services with *seven (7) days written* notice to Client. Consultant shall have no liability whatsoever to Client for any costs or damages whatsoever as a result of such suspension caused by any breach of the Agreement by Client. Upon payment in full by Client, Consultant may, upon written agreement of both parties, resume services under the Agreement and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for Consultant to resume performance.
- e) Payment of invoices is in no case subject to unilateral discounting or setoffs by Client and payment is due regardless of suspension or termination of the Agreement by either party.

6.0 Permit, Agency and Application Fees

Client shall be responsible for and pay all project-related fees including, but not limited to, permitting, filing, recording, inspection, plan review, DRI, PUD, rezoning and other related fees.

7.0 Collection Costs

In the event that any invoice or portion thereof remains unpaid for more than thirty (30) days following the invoice date, Consultant may initiate legal action to enforce the compensation provision of the Agreement. Consultant is entitled to collect any judgment or settlement sums due, reasonable attorney fees, court costs, interest and expenses incurred by Consultant in connection with the collection of any amount due under the Agreement.

8.0 Reimbursables

Project-related expenses such as travel, lodging, per diem, long distance communications, postage, shipping, reproductions, approved subcontracted services and other necessary and customary costs shall be paid to Consultant by Client. These reimbursables shall be compensated at:

- Unit prices per Consultant's Rate Schedule.
- Out-of-pocket expenses billed at a multiplier of 1.15 to cover processing costs.

9.0 Taxes

Any government-imposed taxes or fees shall be added to the invoice and paid by Client to Consultant for services under the Agreement.

10.0 Indemnification

- a) Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Consultant, its officers, employees and independent sub-consultants against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or connected with the Agreement or performance by any of the parties above-named, of the services performed under the Agreement, except (i) those damages, liabilities or costs attributed to the negligent acts or negligent failures to act by Consultant specifically in the performance of the Agreement, or (ii) those liabilities or costs attributed to grossly negligent or intentional acts by Consultant occurring other than in the specific performance of the Agreement.
- b) Client agrees that as Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Consultant, a Florida corporation, and not against any of Consultant's employees, officers or directors, and specifically waives the bringing of any such claims against said individuals.
- c) In the event that any third party, whether or not such third party is a party to this Agreement, should bring an action, assert a claim, or have imposed upon Consultant, its officers, directors, employees and independent sub-consultants any judgment, damages or liability where such claim is, in any way whatsoever, asserted due to the existence of this Agreement or any services rendered or performed by Consultant, its officers, employees and independent sub-consultants in connection therewith, Client agrees to indemnify and hold Consultant, its officers, employees and independent sub-consultants harmless of and from any and all claims, liabilities, damages, costs, judgment or other amounts which may be awarded against Consultant, its officers, directors, employees and independent sub-consultants, or any of the foregoing.

11.0 Limitation of Liability

In recognition of the relative risks and benefits of the project to both Client and Consultant, Client agrees to the fullest extent permitted by law, to limit the liability of Consultant and/or its employees, officers, directors, partners, agents and/or representatives to Client and/or any person and/or entity claiming by and/or through Client for any and all claims, losses, costs, damages or claim's expenses from any cause or causes, including, but not limited to, attorney fees and costs resulting from Consultant's negligent acts, errors and/or omissions. The total liability of Consultant to Client shall in no event exceed \$100,000.

12.0 Instruments of Service Ownership

- a) All reports, plans, specifications, electronic files, field data, notes and other documents and instruments prepared by Consultant as the Agreement's instruments of service shall remain the property of Consultant. Consultant shall retain all common law, statutory and other reserved rights, including the copyright thereto.
- b) Instruments of service by Consultant are for the sole use of Client and are not to be copied or distributed, in any manner, to a third party, without the express written permission of Consultant. Electronic information or files are for informational purposes only. It is the responsibility of Client to verify the accuracy of the information therein and to hold Consultant harmless for any damages that may result from the use of the information. Client at his own cost shall be responsible for validating any and all electronic information provided.

13.0 Governing Law

Client and Consultant agree that the Agreement and any legal actions concerning said Agreement shall be governed by the laws of the State of Florida.

14.0 Mediation/Dispute Resolution

- a) To resolve any conflict which might arise during the performance of the Consultant's services under the Agreement, or during the construction of the Project, and/or following the completion of the project, Client and Consultant agree that all disputes, pertaining to the performance of services by Consultant, shall be first submitted to non-binding mediation. Failure by any party to fully comply with the pre-suit mediation provision shall, upon finding by a court and/or jury, constitute a

waiver of this condition precedent. The fees and/or costs of mediation shall be equally borne by the parties to the Agreement.

- b) In the event of litigation, disputes shall be resolved in the circuit court of the Florida county in which the Project is located under the Agreement. The prevailing party in such litigation shall be entitled to recover from the non-prevailing party all reasonable attorney fees, taxable court costs, expert witness fees and costs, demonstrative evidence costs, and such other reasonable fees and/or costs generally associated with the litigation of such matters, as determined upon hearing, post-trial, by the court.
- c) Irrespective of any contract provision or obligation of either party hereunder pursuant to contract or agreement with person(s) and/or entity(ies) not specifically named herein, Consultant shall not be obligated to participate in, nor be a named party in, any arbitration proceeding without the express written consent of Consultant.

15.0 Delays

- a) In the event the project under the Agreement is delayed by any act or omission by Client or any other causes beyond Consultant's exclusive control, Client agrees that Consultant is not responsible for any and all damages arising directly or indirectly from such delays. If the delays resulting from any such causes are fifteen (15) days or more, or increase the cost or time required by Consultant to perform its services in an orderly and efficient manner, Consultant shall be entitled to an equitable adjustment in schedule and/or compensation prior to re-commencing work on the project.
- a) Client recognizes and agrees that factors both within and without Consultant's control may delay the work performance, permit issuance, design and construction of the project. Client agrees that it shall not be entitled to any claim for damages due to hindrances or delays from any cause whatsoever including, but not limited to: the production of contract documents; review of documents by any government agency; issuance of permits from any government agency, beginning of completion of construction; or performance of any task of the work pursuant to the Agreement. Permitting is a regulatory function and Consultant does not guarantee issuance of any permit. Agency reviews and permitting are deemed 'factors' outside of the Consultant's control.

16.0 Termination

The Agreement and the obligation to provide further services under the Agreement may be terminated by either party upon seven (7) 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. Consultant shall have the right to terminate this Agreement for Consultant's convenience and without cause upon giving the Client seven (7) days written notice. In the event of termination of the Agreement by either party, Client shall within fifteen (15) calendar days of termination, pay Consultant for all services rendered to date, all reimbursable costs and termination expenses incurred by Consultant up to the date of termination, in accordance with the payment provisions of the Agreement.

17.0 Renegotiation of Fees

Consultant reserves the right to renegotiate fixed fees to reflect changes in price indices and pay scales applicable to the period when services are rendered.

18.0 Construction Phase

- a) Consultant shall not, during any site visits or as a result of observing Contractor's work in progress, supervise, manage, direct or have control over Contractor's work. Nor shall Consultant have any authority or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s) for safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing its work. Consultant can neither guarantee the performance of the construction contracts by Contractor(s) nor assume any responsibility for Contractor's failure to finish and perform its work in accordance with the contract documents.
- b) If construction phase services including project observation or review of the Contractor's performance are not part of this Agreement, such services shall be provided for by the Client. The Client assumes all responsibility for interpretations of the Contract Documents and for construction observation; and the Client waives any claims against the Consultant that may be in any way connected thereto.

19.0 Signage

Client agrees to provide Consultant with a location for Consultant's temporary construction signage on the project site before and during construction activities.

20.0 Notice

That, whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit.

FOR CMA

Peter Moore P.E., President
Chen Moore and Associates
500 W. Cypress Creek Road, Suite 630
Fort Lauderdale, FL 33309

21.0 Successors and Assigns

Neither party to the Agreement shall transfer, sublet or assign any rights under or interest in the Agreement (including, but without limitation, monies that may become due or monies that are due) without the prior written consent of the other party. Subcontracting to sub-consultants normally contemplated by Consultant shall not be considered as an assignment for purposes of the Agreement.

EXHIBIT B

AGREEMENT FOR PROFESSIONAL SERVICES - WORK AUTHORIZATION

CMA Project Name: **Diana Drive Roadway & Drainage Improvements**
Client Name: **City of Hallandale Beach**
Client Contact: **Jeanine Athias, P.E. – Asst. Director of Public Works / City Engineer**
Client Address: **630 NW 2nd Street, Hallandale Beach, FL 33009**
Client Phone: **Office: (954) 457-3042**
Client E-mail: **jathias@cohb.org**

CMA Proposal No. **P18.548R4**
Agreement Date: **June 28, 2018 (REV.04 07/19/18)**

FEE: Civil Engineering - Lump Sum of **\$120,711.25**

RETAINER: **N/A**

Notice to Owner: The Owner of the site is the City of Hallandale beach

The undersigned agree to the attached General Conditions/Provisions which are incorporated and made a part of this Agreement. Any additional requested services will be addressed in a separate agreement.

CHEN MOORE AND ASSOCIATES, INC. (CONSULTANT)

Authorized Signature

Print Name/Title

Date

CITY OF HALLANDALE BEACH (CLIENT)

Authorized Signature

Print Name/Title

Date

2018 CMA Labor Hourly Rates

<u>Title</u>	<u>Hourly Rate</u>
Principal	\$250.00
Director	\$215.00
Senior Project Manager	\$205.00
Senior Engineer	\$195.00
Senior Landscape Architect	\$185.00
Project Manager	\$175.00
Senior Construction Specialist	\$155.00
Project Engineer	\$140.00
Project Landscape Architect	\$135.00
Associate Engineer	\$115.00
Associate Landscape Architect	\$110.00
Designer	\$100.00
Engineer	\$100.00
Construction Specialist	\$100.00
Senior Technician	\$95.00
Technician	\$85.00
Administration/Clerical	\$75.00
Intern	\$60.00

NOTE: These rates are subject to change after December 31, 2018.