

CITY OF HALLANDALE BEACH, FL
FY 2018-2019-012 CONSULTANT COMPETITIVE NEGOTIATION ACT (CCNA)
CONTINUING PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES
AND OTHER SERVICES

CDM SMITH INC.

WORK AUTHORIZATION NO. 02

LIFT STATION 5 REPLACEMENT

April 14, 2021

In accordance with Resolution No. 2020-054, the following scope of services is provided by CDM Smith Inc. (CONSULTANT) as requested by the CITY of Hallandale Beach (CITY).

The CITY intends to replace Lift Station 5, Work Authorization (WA) No. 2, herein after referred to as “the Project”.

PROJECT BACKGROUND

The City of Hallandale Beach encompasses approximately 4.5 square miles in southeast Broward County and its Public Works Department serves approximately 40,000 people. The CITY is in the process of replacing existing Lift Station 5.

The new Lift Station 5 will be located adjacent to the exiting Lift Station. The new lift station design will have below grade submersible duplex pumps with 25 horsepower, 480-volt, 3 phase, constant speed motors. The design will include an above-grade rack-mounted control and power panels with cellular communications to the CITY’s existing base station via a 20-foot-tall communications tower and antenna. The design will include a new Florida Power and Light transformer and power meter. The design will include a dedicated self-enclosed backup power generator with integrated diesel fuel storage tank. The design will include an odor control system like Lift Station 8, a channel grinder by JWC like Lift Station 8, and a valve vault.

The design will include a 10-foot-tall hot dipped galvanized chain-link fencing (no barbwire), landscaping, and a concrete drive. The design will include abandoning the existing Lift Station 5 wet well in-place by cleaning and filling with sand and removing above grade top and nearby communication tower.

The design will include 1200 linear feet of 12-inch diameter pipe force main pipe lifting to the manhole at the west end of Atlantic Shores Boulevard just before NE 14 Avenue.

This Scope of Work presents the services the CONSULTANT shall provide to the CITY for replacing Lift Station 5.

SCOPE OF SERVICES

The following is a detailed description of the CONSULTANT services:

TASK 1 – PROJECT MANAGEMENT

Project management includes activities related to initiating, planning, executing, controlling, and closing the Project. Quality Management includes maintaining a Quality Management System (QMS)

on the Project. The CONSULTANT will perform a technical review of deliverables, in accordance with QMS, prior to transmitting them to the County. Under this Task, the CONSULTANT will be responsible for overall coordination and oversight of the project execution. The task includes monthly invoicing. The CONSULTANT will enroll project financials, enter subcontracts, and start the Project kick-off within 14 calendar days upon receiving the Notice to Proceed.

Deliverable:

- a. Monthly invoice (application for payment) with project status report.

TASK 2 – DESIGN AND PERMITTING

Subtask 2.1 – Data Collection and Site Visit

The CONSULTANT will review available information as-built drawings, GIS data, photos, permits, and other pertinent project data that has not already been provided to the CONSULTANT by the CITY.

The CONSULTANT will perform one site visit, during this task, to evaluate the condition of the existing lift station.

Subtask 2.2 – Geotechnical Services

The CONSULTANT will be responsible for the coordination of the geotechnical exploration and engineering services for an evaluation of subsoil and groundwater conditions at the site.

Drill one (1) Standard Penetration Test (SPT) boring at the location of the existing Lift Station 5 site. The location and depth of boring will be confirmed with CONSULTANT prior to drilling. One (1) soil boring will be drilled to a depth from a depth of 30 feet below grade near the new wet well and valve vault location.

Drill three (3) SPTs boring along the path of the 1200 linear feet of 12-inch diameter force main. The location and depth of boring will be confirmed with CONSULTANT prior to drilling. Three (3) borings will be drilled to a depth of 15 feet below grade.

The geotechnical firm will coordinate with the CONSULTANT's Surveyor to obtain locations of the test borings for them to be included on the design drawings.

Subtask 2.3 – Surveying Services

The CONSULTANT will be responsible for the coordination of the work to be completed by a registered land surveyor (the Surveyor) for the new work described herein. Services to be completed by the Surveyor under the direction of the CONSULTANT are listed below:

Provide a right-of-way topographic survey along Atlantic Shores Boulevard between NE 14 Avenue and Diplomat Parkway to establish the location of easements and location of the existing Lift Station 5 site; Locate improvements and utilities, as evidenced by above ground features, or as marked by the designated utility company representative. Locate soil borings and establish a site benchmark.

Subtask 2.4 – Construction Documents

CONSULTANT will perform the preliminary (30 percent) engineering services to complete a design to replace existing wastewater Lift Station 5. This effort will include a preliminary site plan, preliminary design of the lift station and a constructability review. The station will be evaluated

based on the CITY's current standards. The site plan will show the location and layout of the new wet well, the pump control panel, the emergency power generator enclosure, valve vault and demolition of the existing Lift Station 5. The CONSULTANT will develop a preliminary set of drawings to document the site plan, the wet well pump pit, the pump selection, an electrical one line, instrumentation diagram, and a 30 percent opinion of probable construction cost (OPCC).

CONSULTANT will prepare final design drawings and specifications with sufficient detail for construction. The design effort will include submittal milestones corresponding to 60 percent, 90 percent (pre-final), 100 percent (final bid set) complete. CONSULTANT will provide the technical specifications for the bid package constituting Division 01 through Division 48; the CITY will provide Division 00 documents including instructions and forms for bidding, statutory obligations, contract agreement forms and general conditions. CONSULTANT will review CITY's Division 00 and provide observations for resolution on any overlaps or possible conflicts with standard EJCDC provisions, which are the basis of the technical specifications. The preliminary list of drawings is included in **Table A**.

CONSULTANT will prepare Project technical specifications using the CSI 50-Division format.

CONSULTANT will prepare for and conduct a virtual kick-off meeting for the project with the CITY. In addition, the CONSULTANT will have one review meeting with the CITY for each milestone (30 percent, 60 percent, and 90 percent). There is a total of four meetings included in this task. Review comments received from the CITY, at each submittal milestone, will be incorporated into the construction documents (drawings and specifications) as mutually agreed upon.

CONSULTANT maintains a quality management system on all projects. Technical Reviews Committee meetings will be performed prior to the 30, 60 and 90 percent submittals being delivered to the CITY. The TRC is comprised of an independent group of engineering staff that are not directly involved with the design of the project. The TRC will perform an independent comprehensive cross check and constructability/biddability review to be completed during the 90 percent design phase.

Subtask 2.5 – Opinion of the Probable Construction Cost

CONSULTANT will prepare an estimate of the OPCC for the project at the 30 and 60 percent completion milestone and will prepare a final estimate of the OPCC based on the 90 percent (pre-final) submittal milestone.

Subtask 2.6 – FDEP Permit

CONSULTANT will complete and submit the FDEP permit "Notification/Application for Constructing a Domestic Wastewater Collection/Transmission System" based on the 90 percent complete deliverable for permitting the construction of the improvements to the lift station and a force main extension permit. CONSULTANT will respond to Request for Additional Information by FDEP. After substantial completion occurs during the construction phase, the CONSULTANT will complete and submit the FDEP "Request for Approval to place a Domestic Wastewater Collection/Transmission System into Operation".

Deliverables:

CONSULTANT will provide deliverables in .pdf format for review and comment by the CITY. The following milestone deliverables are to be provided:

- a. A topographic survey, soil boring report, and radio path survey serving as the 10 percent design

documents

- b. A 30 percent set of drawings and list of specifications and a 30 percent OPCC
- c. A 60 percent set of drawings and specifications and a 60 percent OPCC
- d. A 90 percent set of drawings and specifications and a 90 percent OPCC and,
- e. A 100 percent set (bid documents) of drawings and specifications.

TASK 3 – LIMITED BIDDING SERVICES

Prior to advertisement to bid, CONSULTANT will provide to the CITY, two sets of full-size paper drawings (24-inch x 36-inch) and upload the drawings in AutoCAD and PDF format via a file transfer protocol site. Specifications will be provided as Word documents and PDF files and will be provided to the CITY via a file transfer protocol site. The bid drawings and specifications cover page will be signed, wet sealed, and dated by Professional Engineers licensed in the State of Florida. The CITY will prepare and distribute the bid documents to prospective bidders, tabulate the bids, evaluate the bids submitted, contact the apparent low bidder, and prepare documents necessary for Commission approval. During the bidding process, CONSULTANT will assist the CITY in responding to technical issues requiring clarification of the design documents by responding to bid questions and issuance of addenda documents to clarify technical information.

TASK 4 – LIMITED CONSTRUCTION SERVICES

During construction, the CONSULTANT will provide limited construction services to assist the CITY in responding up to 10 RFIs, reviewing up to 50 shop drawings, and completing record drawings. It is assumed that construction activities will occur for nine months. CONSULTANT shall attend monthly construction progress meetings. Site visits will be included with each monthly progress meeting, along with four additional site visits (substantial completion, punch list walk-through, final completion and one extra site visit during construction) for a total of 13 site visits during the construction phase. The CONSULTANT will submit record drawings within one month of completion of the Project based on information prepared by the Contractor.

Assumptions:

- a. The above engineering services have been based upon the following assumptions:
- b. The CITY shall provide the modeled baseline wastewater system flows into Lift Station 5 for the year 2030.
- c. The CITY shall be responsible for payment of utility, license, and permit fees.
- d. The CITY shall modify existing easement(s) or acquisition of a new easement for any portion of the land parcel, located outside the current utility easement owned by the CITY.
- e. The CITY shall provide Division 00 documents including instructions and forms for bidding, statutory obligations, contract agreement forms and general conditions. The CITY will provide information for CONSULTANT to coordinate Division 01 specifications covering General Requirements for Construction Contract Administration.
- f. The CITY shall provide CITY inspectors to observe day to day construction activities, and review and approve Contractor pay requests, and review and process Project changes.

TIME OF PERFORMANCE

The CONSULTANT estimated a project duration of 9 months for design and permitting, 6 months for bidding, and 9 months for construction. The duration for CITY review of deliverables during design was estimated at two weeks.

COMPENSATION AND PAYMENT

For the services performed under Tasks 1 through 4 of this Scope of Services, CITY agrees to pay a Lump Sum fee of \$318,845 for labor and reimbursables. The labor breakdown for Task 1-4 is provided in **Table 1**. CONSULTANT will submit monthly invoices for partial payments to be made in proportion to the estimated percentage of work completed for Tasks 1 through 4. **Table 2** provides the value by task for invoicing purposes.

Table 1- Task Budgets for Invoice Purposes Only

Task No.	Description	Value
	SCOPE OF SERVICES	
1.0	Project Management	\$35,950
2.0	Design and Permitting	\$213,840
3.0	Limited Bidding Services	\$4,760
4.0	Limited Construction Services	\$62,295
	Reimbursables	\$2,000
	Total (Tasks 1-4) Lump Sum	\$318,845
	TOTAL WORK AUTHORIZATION No.2	\$318,845

TABLE 2

**CITY OF HALLANDALE BEACH
LIFT STATION 5 REPLACEMENT
FEE ESTIMATE**

	Associate, Engineering	Director, Engineering	Project Manager	Construction Manager	Project Engineer	Construction Coordinator	Engineer	Jr. Engineer	Senior CADD Tech Manager	CADD Technician	Permit Administrator	Total Hours	Total Labor Fee
<i>Contract Billing Rate</i>	\$275	\$250	\$240	\$215	\$160	\$140	\$140	\$120	\$160	\$120	\$100		
Task 1 - Project Management	2	42	70		4				1		73	192	\$ 35,950.00
Task 2 – Design and Permitting		96			436		94	74	338	103	133	1274	\$195,540.00
Task 3 – Limited Bidding Services					14			8	6	5		33	\$ 4,760.00
Task 4 – Limited Construction Services		2		57	88	59	92	34	34	40		406	\$ 62,295.00
<i>Total Hours</i>	2	140	70	57	542	59	186	116	379	148	206	1905	
<i>Total Fee</i>	\$550	\$35,000	\$16,800	\$12,255	\$86,720	\$8,260	\$26,040	\$13,920	\$60,640	\$17,760	\$20,600		\$ 298,545.00

CDM Smith Labor \$298,545.00
Subconsultant Labor \$18,300.00
Reimbursables \$2,000.00
Total Lump Sum Fee \$318,845.00

TABLE A**CITY OF HALLANDALE BEACH
LIFT STATION 5 REPLACEMENT
PRELIMINARY DRAWING LIST**

Sheet No.	Count	Description
G-0	1	Cover Sheet
G-1	2	Symbols, Legends, Abbreviations
C-1	3	Atlantic Shores Boulevard Site Plan
C-2	4	12" Force Main Plan and Profile 0+00 to 4+00
C-3	5	12" Force Main Plan and Profile 4+00 to 8+00
C-4	6	12" Force Main Plan and Profile 8+00 to 12+00
V-1	7	12" Force Main Topographic Survey
V-2	8	Lift Station 5 Topographic Survey
S-1	9	Structural General Notes
S-2	10	Lift Station 5 Plans and Profile
S-3	11	Lift Station 5 Plans and Sections
SD-1	12	Standard Structural Details
M-1	13	Lift Station 5 Demolition Plan and Sections
M-2	14	Lift Station 5 Plan and Sections
M-3	15	Miscellaneous Mechanical Details
E-1	16	Electrical Symbols and Abbreviations I
E-2	17	Electrical Symbols and Abbreviations II
E-3	18	Lift Station 5 Electrical Demolition and Modification Site Plan
E-4	19	Lift Station 5 Electrical Riser Diagrams
E-5	20	Lift Station 5 Electrical Pump Control Panel and Elementary Control Diagrams
E-6	21	Lift Station 5 Electrical Modification Plan
ED-1	22	Electrical Details
I-1	23	Instrumentation Legend
I-2	24	Lift Station 5 to Base Station Block Diagram Instrumentation
I-3	25	Lift Station 5 Process and Instrumentation Diagram
ID-1	26	Instrumentation Details

**CITY OF HALLANDALE BEACH, FL
FY 2018-2019-012 CONSULTANT COMPETITIVE NEGOTIATION ACT (CCNA)
CONTINUING PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES
AND OTHER SERVICES**

CDM SMITH INC.

WORK AUTHORIZATION NO. 02

LIFT STATION 5 REPLACEMENT

ORDER OF MAGNITUDE CONSTRUCTION COSTS

April 14, 2021

PROJECT BACKGROUND

The new Lift Station 5 will be located adjacent to the exiting Lift Station. The new lift station will have below grade submersible duplex pumps with 25 horsepower, 480-volt, 3 phase, constant speed motors. The lift station will include an above-grade rack-mounted control and power panels with cellular communications to the CITY's existing base station via a 20-foot-tall communications tower and antenna. The lift station will include a new Florida Power and Light transformer and power meter. The lift station will include a dedicated self-enclosed backup power generator with integrated diesel fuel storage tank. The lift station will include an odor control system like Lift Station 8, a channel grinder by JWC like Lift Station 8, and a valve vault.

The lift station will include a 10-foot-tall hot dipped galvanized chain-link fencing (no barbwire), landscaping, and a concrete drive. The lift station will include abandoning the existing Lift Station 5 wet well in-place by cleaning and filling with sand and removing above grade top and nearby communication tower.

The lift station will include 1200 linear feet of 12-inch diameter pipe force main pipe lifting to the manhole at the west end of Atlantic Shores Boulevard just before NE 14 Avenue.

ORDER OF MAGNITUDE CONSTRUCTION COSTS

The following is a conceptual level of proposed construction cost for proposed improvement by a local construction firm contracting with the CITY:

Table 1- Conceptual Order of Magnitude for Proposed Construction Costs

Item No.	Description of Activity	Value
1	Lift Station 5 Equipment	\$500,000
2	Precast Concrete Wet Well (12' diameter x10' deep) for Lift Station 5	\$125,000
3	Odor Control at Lift Station 5	\$125,000
4	Backup Power Generator at Lift Station 5	\$125,000
5	1200 Linear Feet of 12-inch Diameter Force Main	\$250,000
6	Temporary Bypass Pumping	\$125,000
	Total	\$1,250,000
	Range - 25%	\$1,000,000
	Range +25%	\$1,500,000

AGREEMENT FOR PROFESSIONAL SERVICES

April 14, 2021

Timothy J. O'Neil, PE
CDM Smith
621 NW 53 St, Suite 265
Boca Raton, FL 33487
Phone: (561) 571-3733
E-mail: oneiltj@cdmsmith.com

Project Name: Lift Station 5
Project Location: Atlantic Shores Blvd
Hallandale Beach, FL
KEITH Project Number: 12196.M0

Dear Mr. O'Neil,

In accordance with your request and subsequent discussions between members of our association and yourself, this agreement between Keith and Associates, Inc. dba KEITH (CONSULTANT) and CDM Smith ("CLIENT") for professional services is submitted for your consideration and approval. The purpose of this Agreement is to outline the scope of services recommended by KEITH and accepted by CLIENT, and to establish the contractual conditions between KEITH and CLIENT with respect to the proposed services. KEITH will begin work within ten (10) days after receipt of a fully executed copy of this Agreement and the required ten percent (10%) retainer of the gross contract. Such receipt shall constitute written notice to proceed.

PROJECT UNDERSTANDING

The CLIENT has requested that KEITH provide a Right of Way and Topographic Survey on Atlantic Shores Blvd (NE 9 St) from NE 14 Ave to Diplomat Pkwy (approximately 1600 linear feet). Locate improvements and utilities, as evidenced by above ground features, or as marked by the designated utility company representative. Locate overhead power poles. Sidewalks, edge of asphalt, manhole and inlet pipes. Survey four soil borings location by others and establish three site benchmarks.

Project Areas – Site Map



APPROACH

KEITH believes in a context-based approach that considers multiple facets of the development process resulting in solutions that are curated for each authentic scenario. In addition to the traditional design approach, we believe careful consideration should be given to economic, ecological, and social factors. This cohesive approach to each project is engineered to enhance the opportunity for a resilient solution.

Our approach is categorized into the following three general phases:

Exploration Phase – The process of becoming familiar with an area through extensive analysis.

Inspiration Phase – The process of developing ideas emanating from the exploration process.

Implementation Phase – The process of activating a decision or plan



PROJECT SCOPE

KEITH services included for this project:

☒ Survey

- ☐ ALTA/NSPS
- ☒ Topography
- ☐ Boundary
- ☐ Tree
- ☐ Sketch and Description
- ☐ Construction Layout
- ☐ Construction As-Built
- ☒ Other R/W

☐ SUE

- ☐ Horizontal Designation
- ☐ Location Services
- ☐ Utility Mapping
- ☐ Records Research
- ☐ Other _____

☐ Planning Services

- ☐ Due Diligence
- ☐ Platting
- ☐ Rezoning
- ☐ Conditional Use Permit
- ☐ Right of Way Vacation
- ☐ Site Plan Processing and Coordination
- ☐ Other _____

☐ Civil Engineering Services

- ☐ Paving, Grading and Drainage
- ☐ Water Distribution and Sanitary Sewer
- ☐ Erosion Control Plan
- ☐ Other _____

☐ Transportation Engineering Services

- ☐ Major Roadway
- ☐ Minor Roadway
- ☐ Drainage
- ☐ Maintenance of Traffic Plans
- ☐ Quality Control
- ☐ Other _____

☐ Traffic Engineering Services

- ☐ Traffic Impact Study
- ☐ Traffic Impact Statement
- ☐ Parking Study
- ☐ Pavement Marking and Signage
- ☐ Signalization
- ☐ Roadway Lighting
- ☐ Other _____

☐ Landscape Architecture Services

- ☐ Hardscape and Paving
- ☐ Fine Grading
- ☐ Landscape
- ☐ Irrigation
- ☐ Site Lighting
- ☐ Pools or Water Features
- ☐ Specialty Features
- ☐ Other _____

☐ Construction/Program Management Services

- ☐ Permitting
- ☐ Bidding Assistance
- ☐ Construction Observation
- ☐ Construction Certification
- ☐ Other _____

It is assumed adequate service points already exist on-site or at the abutting site boundary or in the adjacent public right-of-way. No sewage pump station or offsite improvements or extensions, other than service connections, are anticipated under this Proposal.



DESCRIPTION OF SERVICES AND DELIVERABLES

SURVEY SERVICES

Task 101 Right of Way and Topographic Survey

KEITH shall prepare a Right of Way and Topographic Survey of the site. Survey shall show the Right of Way lines together with surface improvements such as buildings, roadways, pavement, sidewalks, traffic striping, walls, fences, surface utilities, etc. within the Right of Way. Trees shall be noted by common name and trunk diameter. Storm and Sanitary structures shall be noted with the pipe invert elevation, diameter, material, and direction. Survey shall be referenced to the Florida State Plane Coordinate System (NAD83/11) and the North American Vertical Datum of 1988 (NAVD88). Elevations shall be shown at an interval of approximately 50 feet, including intermediate changes in grade.

SCHEDULE

SURVEY SERVICES

Task 101 Boundary and Topographic Survey

8 Weeks

Schedule Disclaimer:

Considering the ongoing outbreak of the Coronavirus 2019 (COVID-19), KEITH remains fully committed to pursuing the completion of our work in a safe, diligent, and reasonable manner under the current circumstances based on the schedule provided. It is possible that we will encounter certain delays because of this pandemic. Potential impacts may include, but are not limited to, labor shortages due to mandated quarantine regulations, material shortages and significant delays in lead times because of factory closings across the globe. We will continue to monitor the situation and advise of any delays resulting from the impacts of the current worldwide health scenario.

COMPENSATION

SURVEY SERVICES

Task 101 Boundary and Topographic Survey

\$10,800.00 (Lump Sum)

Total Fee

\$10,800.00

If you concur with the foregoing as well as the attached General Terms and Conditions dated January 1, 2021 and wish to direct us to proceed with the aforementioned work, please execute the agreement in the space provided and return same to the undersigned with the required retainer.

IN WITNESS WHEREOF, CONSULTANT and CLIENT have executed this agreement the day and year indicated below.

As to CONSULTANT
KEITH

Alex Lazowick

President

DATED: _____

As to CLIENT
<Insert Client Name>

Signature: _____

Print Name: _____

Title: _____

DATED: _____



April 8, 2021

CDM Smith

Attn: Mr. Timothy J. O'Neil

621 NW 53rd Street/ Ste. 265

Boca Raton, FL 33487

Direct: 561.571.3733/ Cell: 954.319.3076/ Email: oneiltj@cdmsmith.com

Re: Proposal/Agreement for Geotechnical Exploration Services
Lift Station 5
Atlantic Shores Boulevard
Hallandale Beach, FL 33309

Dear Mr. O'Neil:

Nutting Engineers of Florida, Inc. (NE) is pleased to present this proposal/agreement for performing geotechnical engineering services at the referenced project.

Per your email dated April 8, 2021 and review of the rendering provided, we understand that plans for this project include the installation of a 12-inch diameter precast lift station 10-feet below grade including 1,200 lineal feet of 12-inch diameter force main along Atlantic Shores Boulevard between Diplomat Parkway and NE 14th Avenue in Hallandale Beach. Based on your request for proposal and our understanding of the project, we propose the following scope of work and fee schedule.

SCOPE OF WORK

We propose to perform one Standard Penetration Test (SPT) boring to a depth of 30 feet in the area of the proposed lift station as well as three SPT borings to a depth of 15 feet each along the proposed force main. The 15-foot borings will be performed through the roadway to help determine the adequacy of the existing road sub-base and base material to provide recommendations for pipe bedding, road repair, stabilization, or re-surfacing. All borings will be performed in general accordance with ASTM D-1586 specifications.

At the completion of the on-site work, the soil samples will be returned to our laboratory. We will provide an engineering report including a description of our findings and general site preparation and foundation design recommendations for support of the proposed lift station. Pavement recommendations will also be provided after discussions with CDM personnel. In order to provide information concerning the engineering properties of the soils encountered, it is anticipated that tests may be performed to determine natural water content, organic content, and sieve analysis on representative soil samples collected from the site. The engineering report will include graphic logs of the test borings and a test boring location plan. We assume the site is accessible to truck mounted drilling equipment and that underground utilities will be cleared by others prior to our performing the on-site work.

FEE SCHEDULE

The above-indicated scope of work will be performed for an estimated cost of \$7,500.00 based on the following rates and quantities:

Tech. site visit, boring layout, utility clearance	Lump Sum	\$350.00
Provision of MOT plan	Lump Sum	\$650.00
ROW permit submittal to City	Lump Sum	\$1,000.00
MOT (1 day)	Lump Sum	\$2,000.00
Mobilization of equipment/crew	1 @ \$350.00	\$350.00
SPT borings* (truck mounted drill rig)	Lump Sum	\$950.00 (min)
Casing	Lump Sum	\$400.00
Soil classification/ laboratory analysis	Lump Sum	\$250.00
Project Engineer	Lump Sum	\$1,200.00
Principal Engineer	Lump Sum	\$250.00
Clerical/ Admin. for report preparation	Lump Sum	\$100.00

*If loose or deleterious soil is encountered it may be necessary to extend the soil boring(s).

Additional requested and authorized services beyond those described above will be provided at customary unit rates with expenses at cost +20%. Also, the above rates are based on normal business hours. If this work requires night/ weekend hours, the unit rates will be increased by 1.5.

Once we receive the executed/ signed proposal, project scheduling will commence. The on-site work should take approximately one business day to complete. The geotechnical report should be available within approximately 12 - 15 business days after the on-site work is completed.

NE has been offering engineering, testing and inspection services for over 50 years in South Florida and the Treasure Coast. Our commitment to practical, cost-effective solutions supported by responsive client service distinguishes the firm and enables us to solve your most demanding technical challenges. One of the key constituents for NE's success is our staff of experienced engineering and environmental professionals and technicians that are registered/certified and have been trained to provide a wide range of testing and inspection services. Our laboratory is certified and checked annually by Construction Materials Engineering Council (CMEC) and Florida Department of Transportation (FDOT).

Our sister company, Nutting Environmental of Florida, Inc. (NEF), can assist in your environmental needs. For thirty years, NEF has performed a wide variety of environmental consulting services throughout Florida including Phase I and II environmental site assessments, storage tank removal and tank closure assessments, contamination assessments, design and implementation of remedial action plans (RAP), groundwater monitoring for solid waste and Hazmat permit requirements, assistance with dewatering permitting and much more. Please call 561-732-7200 to speak with an NEF project manager regarding these services.

Thank you for providing us the opportunity to present this proposal/agreement. We look forward to working with you on this and future projects.

Respectfully submitted,
NUTTING ENGINEERS OF FLORIDA, INC.

Scott Ersland
Division Manager

Richard C. Wohlfarth, P.E.
Principal/ Director of Engineering

Reports and invoices will be addressed to the client as listed below unless other instructions are provided in writing with this executed proposal. The undersigned, as an authorized representative of the entity listed below, approves this proposal and agrees to be bound by the terms and conditions contained in this proposal. Deposit amounts are collected at time of written authorization to proceed. If you are a first-time client, we request that the balance due for these services be paid at the time of report completion. Once your account is established, our terms are net 30 days. Any invoices over 30 days will be assessed a 1 1/2 percent service charge per month until paid in full.

PLEASE ENTER INFORMATION LEGIBLY BELOW SO IT CAN BE UTILIZED FOR PROJECT SET-UP:

SIGNATURE: _____ DATE: _____

PRINT NAME: _____ TITLE: _____

COMPANY NAME: _____

ADDRESS: _____

PHONE: _____ EMAIL: _____

Lift Sta 5 CDM Smith Atlantic Shores Blvd Hallandale Bch geo 4-8-21

General Terms and Conditions

For the purpose of this project, the addressee of this proposal will be known as the Client. The client is expected to furnish NUTTING ENGINEERS OF FLORIDA, INC. ("NE"), with accurate information including sketch of survey and/or site plan, construction drawings/specifications as appropriate, details of proposed construction including the proposed structural system and loads or existing construction problem information and site accessibility information as appropriate. Other information requirements may be detailed in the enclosed proposal. IF ANY CONDITIONS CHANGE such as building layout, loading, project specifications/design, or unusual site conditions are observed, NE should be notified immediately in writing about the changed condition for possible review and comment. Should the Client wish to impose other conditions and requirements beyond those contained in this proposal such as in a separate contract, we reserve the option to modify contract language, fee amounts, to remove our proposal from consideration or other measures as may be indicated.

Delivery – Scheduled upon receipt of written authorization to proceed and deposit unless other arrangements are agreed to in writing. Additional report copies can be provided for a nominal fee to the Client. NE will exercise appropriate measures to ensure project completion within a reasonable time frame subject to existing workloads. However, NE will not be held responsible for unavailability of necessary project data and site access within the time frame agreed upon for the investigation. Project delivery may be delayed if the ENTIRE signed proposal and deposit are not received in a timely manner. The ENTIRE signed quotation should be returned along with the requested project information. This unsigned proposal is valid for 60 days.

Payment - No deposit required with signed agreement. Balance due upon completion of report. Directing NE to proceed with the work shall constitute acceptance of the terms of NE's proposal and these General Terms and Conditions. Interest at the rate of 18% per annum or the highest rate allowable by law whichever is less, 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.

Insurance – NE maintains Workers' Compensation and Employer's Liability Insurance in conformance with state law. In addition, we maintain Comprehensive General Liability Insurance and Automobile Liability Insurance with bodily injury limits of \$1,000,000.00 and property damage limits of \$1,000,000.00. A certificate of insurance can be supplied evidencing such coverage which contains a clause providing that fifteen days written notice be given prior to cancellation.

Right-of-Entry - Unless otherwise agreed, Client will furnish right-of-entry on the property for NE to make the planned borings, surveys, and/or explorations. NE will not be responsible for removing fences, earth berms, vegetation or other obstructions for purposes of our investigation. NE 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, NE will accomplish this and add the cost to its fee. Client agrees to waive all claims arising from or related to the failure to provide NE with proper access to conduct its work.

Damage to Existing Man-made Objects - It shall be the responsibility of the Owner or his duly authorized representative to disclose the presence and accurate location of all hidden or obscure man-made objects relative to routes of access, field tests, sampling, or boring locations. When cautioned, advised or given data in writing that reveal the presence or potential presence of underground or over-ground obstructions, such as utilities, septic tanks, etc., NE will give special instructions to its field personnel. In addition, Client waives any claim against NE arising from damage to existing man-made objects.

Warranty and Limitation of Liability - NE 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 NE is promptly notified in writing prior to one year after completion of such portion of the services, NE will re-perform such portion of the services, or if re-performance is impracticable, NE will refund the amount of compensation paid to NE 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 NE or any of its professional employees be liable for any special, indirect, incidental or consequential loss or damages, including but not limited to impact and delay claims. 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. At additional cost, Client may obtain a higher limit prior to commencement of services.

PURSUANT TO §558.0035, FLORIDA STATUTES, NE'S INDIVIDUAL EMPLOYEES AND/OR AGENTS MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THEIR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT.

Indemnification - Client agrees to defend, indemnify and save harmless NE from all claims, including negligence claims, suits, losses, personal injuries, death and property liability resulting from NE's performance of the proposed work, whether such claims or damages are caused in part by NE, and agrees to reimburse NE 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 NE. Client further agrees that these general conditions are a part of the Work's specifications or bid documents, if any.

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 and/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. It is understood that all drilling locations are accessible to conventional truck mounted drilling equipment unless otherwise specified by the client. If unscheduled remobilizations or use of portable or all terrain equipment is required additional charges will apply. NE will attempt to clear utilities at our excavation/test locations by manual drilling to 3' below land surface (BLS). Any utilities/obstructions present at client specified test locations or below 3' BLS will be the responsibility of the client.

Sample Handling and Retention - Generally soil test samples are retained for approximately three months after which time they will be discarded unless written instructions to the contrary are received from the client.

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 Palm Beach County, Florida. Any and all causes of action arising out of NE's performance of the Work, including but not limited to claims for indemnity, contribution and equitable subrogation, shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than the date of NE's last invoice for the Work performed hereunder.

Force Majeure - NE 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.

Documents - NE shall be entitled to rely upon the accuracy and completeness of all surveys, reports and information furnished by the client. If conditions different from those described in our report are found at the site, NE should be notified in writing immediately upon discovery. NE reserves the right to revise conclusions and recommendations presented in the final report should additional information regarding the project become available. All permits will be obtained by others unless otherwise specified in this proposal or in writing to NE. NE has no liability for consequences of information not provided or unavailable or otherwise not reviewed or known from the normal sources customarily examined by NE in such investigations within the time frame allowed for this investigation under this agreement. The client, entities identified in writing on the address portion of our report, design team professionals engaged by our client and building official staff are entitled to use and rely upon NE's reports for purposes of the current project. **Other parties are not authorized to use or rely upon NE's reports unless NE so states in writing.**

NE - General Contract Terms and Conditions May 2017

cc: Connie Gworek – Business Development Associate
Pavel Cruz – CMT Division Manager

Lift Sta 5 CDM Smith Atlantic Shores Blvd Hallandale Bch geo 4-8-21