



September 9<sup>th</sup>, 2014

Clece Aurelus, P.E. – Senior Project Manager  
City of Hollywood  
Department of Public Utilities  
Engineering & Construction Services  
Hollywood, FL 33019

**Re: Water Main Replacement Project – Johnson Street (excluding segment between NW 72<sup>nd</sup> Avenue and N. 76<sup>th</sup> Terrace) to Taft Street (excluding segment between NW 72<sup>nd</sup> Avenue and NW 66<sup>th</sup> Avenue) from N. 66<sup>th</sup> Avenue to N. 76<sup>th</sup> Terrace**  
City Project No.: 14-5125

Dear Mr. Aurelus,

**EAC Consulting Inc.** (EAC) is pleased to submit this fee proposal to provide civil engineering services for the above referenced project as part of our Continuing Civil Engineering Services Contract (City Project No. 08-1214A) with the City. We look forward to working with the City on this important project that will improve the potable water services within the City.

**Project Understanding**

The City has implemented a Citywide Water Main Replacement Program based on its 2007 Water System Master Plan, which has identified water mains that are in need of replacement due to their age, frequent repairs and/or pipe material.

The City is requesting EAC Consulting, Inc. to provide services for the design, permitting, bid and award and construction administration services for water main replacements and service connections between Johnson Street (excluding segment between NW 72<sup>nd</sup> Avenue and N. 76<sup>th</sup> Terrace) to Taft Street (excluding segment between NW 72<sup>nd</sup> Avenue and NW 66<sup>th</sup> Avenue) from N. 66<sup>th</sup> Avenue to N. 76<sup>th</sup> Terrace within public right of way.

Our team has estimated that the total length of water mains to be installed in this project based on the above is 76,800 feet.

It is our understanding that the existing distribution mains and meters are located in the back of each residence. The City wishes to relocate all these meters from the back to the front of each property (behind the sidewalk) and re-establish the service connection from the meter to the corresponding residence. It is our understanding that the design, permitting, acquisition of

temporary or permanent easements associated with this work will be done by the City's contractor.

The scope of works for this project within public right of way includes the following:

- Upgrade all 2-inch water mains to 4-inch water mains
- Upgrade all 6-inch water mains with fire hydrants to 8-inch water mains
- Replace all ACP water mains
- Upgrade some 8-inch water mains to 12-inch water mains (location to be determine by City)
- All existing and proposed hydrants will be connected to 8-inch water mains
- Upgrade all existing fire hydrants (4.5-inch) to the City's current specifications (5.5-inch) as identified by the City
- Provide additional fire hydrants based on achieve maximum hydrants spacing as allowed by the City
- Provide new service connections from the proposed water mains
- Pavement restoration plans based on the City's typical roadway pavement detail
- Roadway Restoration Plans – City has requested milling and a 1-inch asphalt overlay on all streets in addition to roadway restoration in areas affected by open cut (trench) construction
- Signage and Striping plans
- Technical Specifications
- Engineers probable cost of construction

## **SCOPE OF SERVICES**

### **Task 1 – Pre-Design Services**

#### **Task 1.1 – Project Kick-Off Meeting, Project Management and Site Visit**

EAC Consulting, Inc. will coordinate a project kick-off meeting within two (2) weeks after receiving notice-to-proceed. The purpose of this task is to initiate the project, which includes identifying project protocols, establishing coordination between EAC Consulting, Inc., and City of Hollywood staff, and collection of all available relevant documents and existing data such as as-built drawings from the City.

EAC will provide Project Administration services that will comprise of contract administration, preparation of invoices, coordination with project staff and other project team members, monitoring the project's progress and attendance at meetings.

EAC Consulting, Inc. will also visit the project site to become familiar with the site and any unique site characteristics that may exist.

### **Task 1.2 – Geotechnical Investigations**

Geotechnical investigations will be provided by Advanced Consulting Engineering Services, Inc. (ACES). These services will include performing seventy five (75) Standard Penetration Test (SPT) borings, 73 SPTs to a depth of 10 feet, and 2 SPTs near the bridge along NW 76<sup>th</sup> Avenue to a depth of 20 feet below the existing ground surface. The scope of works will also include data collection, utility coordination, field and laboratory testing, stratification of boring samples. The findings will be documented in a signed and sealed geotechnical report that will include preliminary recommendations on site preparation, side slopes for excavation and general guidelines for dewatering and pavement restoration.

Specific scope of services is indicated on ACES' fee proposal attached.

#### *Deliverables*

Two (2) hard copies of a signed and sealed geotechnical report and an electronic (CAD and PDF) file.

### **Task 1.3 – Topographic Survey**

Topographic survey services will be provided by Gibbs Land Surveyors (Local SBE). The survey will include and identify the right of ways, centerlines, above ground elements associated with underground utilities, topography, etc. and the location of existing signage with their descriptions.

Specific scope of services is indicated on Gibbs' fee proposal attached.

#### *Deliverables*

Two (2) hard copies of signed and sealed topography survey and an electronic AutoCAD file.

### **Task 1.4 – Utility Coordination**

EAC Consulting, Inc. shall contact all existing utility owners, as identified by Sunshine State One Call of Florida (SSOCOF) based on the referenced project limits. EAC will request copies of as-built information related to facilities located within the project's limits. EAC will also notify the utility owners of the proposed design work and request their concerns regarding potential conflicts between the proposed work and their respective utilities.

### **Task 2 - Design Services**

During this phase of the project and based on information received during the Pre-Design phase, EAC will prepare 60% and 100% contract documents. EAC will make a formal submittal at each of these design milestones to the City for review and comments. EAC will incorporate one (1) set of consolidated comments from the City. EAC will also meet with the City to discuss and clarify comments to ensure that the intent of each comment is clearly understood and appropriately addressed.

**Task 2.0 – 60% Design Milestone**

The 60% design milestone submittal shall consist of construction documents that will include information on existing topography, existing signage and their descriptions, existing utilities including water mains and fire hydrants, proposed water main horizontal alignment, proposed fire hydrants, potential utility conflicts, proposed service lines from proposed mains to public right of way, etc.

The purpose of this submittal will be to coordinate and gain consensus on the proposed horizontal layout of the project and its major elements. EAC will incorporate one (1) set of consolidated comments from the City.

**Task 2.1 – Subsurface Utility Engineering**

Subsurface Utility Engineering services, if required will be provided by F.R. Aleman and Associates, Inc. These services may be required for potentially conflicting utilities for which no records/as-builts are available within public right of way. Information regarding their size, depth of cover, material of construction, etc. will be required to design the applicable utility crossing. An allowance of 70 test holes has been proposed for any such unforeseen conditions. The number and locations of these test holes, if required will be coordinated with the City and will require approval prior to test holing activities.

**Task 3.0 – 100% Design Milestone**

The 100% design milestone submittal will continue the development of the plans submitted at the 60% milestone and will also include technical specifications, an engineer's estimate of probable construction costs, service connection locations within public right of way, locations and types of valves, roadway restoration plans, signage and pavement striping plans, construction notes, Broward County's traffic notes, City's traffic notes and applicable construction standard details.

Profiles will only be produced at the locations of utility crossings only and not the along the entire alignment. In cases where either as-builts are not available or their information is insufficient, profiles will be generated based on the results of subsurface utility engineering explorations (test holes).

The purpose of this submittal will be to coordinate and gain consensus on the proposed horizontal and vertical layout of the project and its major elements including pavement restoration, signage and striping. EAC will incorporate one (1) set of consolidated comments from the City.

**Task 4.0 – Permitting and Approvals**

EAC shall prepare the required permit packages for submission to the relevant permitting agencies. It is understood that permit application fees will be paid by the City.

The permitting agencies for this project are anticipated to include: The City of Hollywood's Building Department, Broward County Traffic Department and the Broward County Health



Department. It is assumed that the City's Public Utilities Department will route the plans to its Building Department for approval.

#### **Task 5.0 – Bidding and Award**

EAC Consulting, Inc; shall prepare one set of final construction contract documents, which will include plans, specifications, bid proposal form (summary of quantities) and the City's front end documents (to be provided by the City). This complete document will be submitted to the City for reproduction and bidding purposes. EAC will attend one Pre-Bid meeting.

EAC Consulting, Inc. will provide responses to the inquiries of potential bidders through written addenda. These queries shall be transmitted through the City of Hollywood to EAC Consulting, Inc., who in turn will prepare a response and forward said response to the City of Hollywood to be included as an addendum. In addition, EAC will perform a bid analysis, conduct research on the past performance of top ranked bidders and recommend the lowest responsive bidder that is capable of performing the construction services required. This recommendation will require the City's final review and approval.

#### **TASK 6.0 – Construction Administration Services**

EAC Consulting, Inc. shall provide construction administration services during the construction phase of the project for construction work within the public right of way. The scope of work includes the following:

- Attendance at Pre-Construction Conference/Meeting
- Shop Drawings Review and Approval
- Field / Construction Progress Work
  - i. Inspections of constructed work in accordance with permitted contract documents on a bi-weekly basis.
  - ii. Attendance at major Construction Progress Meetings
  - iii. Review and Responses to Requests for Information (RFIs)
  - iv. Attend the testing/inspection of constructed work with jurisdictional and testing agencies as scheduled by Contractor.
- Attendance to substantial and final walk through
- Review of Certified Construction As-builts documents developed and submitted by Contractor.
- Prepare Record Drawing based on As-builts prepared by the contractor and certified by a surveyor licensed in the state of Florida.
- Permit Close-out/Clearances

**Anticipated Sheet Count**

	<b>No. of Sheets</b>
Cover Sheet	1
General Sheets	14
Plan and Profiles @ 500 feet per sheet	151
Water Detail Sheets	4
Pavement Restoration Plans	75
Pavement Detail Sheets	4
<b>Total Sheets Count</b>	<b>253</b>

**Schedule of Fees**

<b>Tasks</b>	<b>\$</b>
Task 1 – Pre-Design Services	\$44,776
Task 2 – 60% Design Documents	\$128,802
Task 3 – 100% Design Documents	\$178,004
Task 4 – Permitting and Approvals	\$29,364
Task 5 – Bidding and Award	\$21,455
Task 6 – Construction Administration Services	\$82,235
Task 7 – Taft Street (Task 1-Task 6)	\$14,538
Geotechnical Sub-consultant	\$23,482
Surveying Sub-consultant	\$258,927
Subsurface Utility Engineering	\$22,750
Reimbursables	\$7,700
<b>Total Lump Sum Fee</b>	<b>\$812,033</b>

**Design Schedule**

<b>Tasks</b>	<b>Time</b>
Task 1	NTP + 8 weeks
Task 2	NTP + 24 weeks
Task 3	NTP + 24 weeks
Task 4	8 wks
Task 5	12 wks
Task 6	TBD

**Design schedule assumes the following:**

1. Each submittal to the City will be reviewed and returned to EAC within 2 weeks.
2. Task 5 can be expedited depending on City's schedule. The overall anticipated schedule for Task 1 to Task 5 is 19 months.

**Assumptions and Exclusions**

The aforementioned scope of services assumes that:

1. No hydraulic analyses are required for the proposed water distribution service. It is assumed that these analyses have already been conducted as part of the City's 2007 Water System Master Plan.
2. Maintenance of Traffic (MOT) plans will be the contractor's responsibility. MOT is not included in this scope of work.
3. All work is to be within public right of way. Neither work within private property nor any type of land acquisition (eminent domain, temporary or permanent easements, etc.) is included in this scope of work.
4. Proposed mains will be installed by open cut trench methods. This proposal does not include any trenchless design or subaqueous design services.
5. If necessary, Soil and Groundwater contamination mitigation, remediation services or environmental assessments/services will be dealt with by others.
6. Permit/Approval fees when required would be provided to EAC by the City of Hollywood.
7. If utility relocations are required, EAC will not be responsible for the engineering design related said relocations or any construction related services for said relocations.
8. Profiles will only be produced at the locations of utility crossings and not the along the entire alignment.
9. The City will provide as-builts for utilities within the project limits that are owned and maintained by the City.
10. Utilities shown on the plans will be as identified through Sunshine State One Call of Florida.
11. No public involvement services, community outreach services are included in this scope of services. If required, EAC will attend one (1) community meeting hosted by the City.
12. No drainage, landscaping, hardscaping, sidewalk improvements or signalization design services are included in this proposal.
13. This project's scope of service does not include services related to full-time Construction Engineering Inspection (CEI) or Construction Engineering Observation (CEO). At the discretion of the City, an independent CEI or CEO may be engaged to perform requisite services on the project including final certifications.
14. EAC will not be responsible for services related to Joint Participation Agreement (JPA) between the City and any utility entity or any other agency within the project limits.
15. Scope of works associated with private property will be designed and permitted by the City's contractor.

The following information will be required for us to commence engineering services.


1. Signed approval of this proposal or written authorization to proceed with services.

2. Purchase/Work Authorization from the City of Hollywood's Department of Public Utilities

Please feel free to call me at 305-265-5467 with any questions or concerns.

Sincerely,

**EAC Consulting, Inc.**



Sharmin Siddique, P.E.

Senior Project Manager

cc: File

Mike Adeife, P.E.

EAC Consulting, Inc. 815 NW 57 Avenue, Suite 402 Miami, FL 33126 (305) 265 5467, (786) 296 1186		CONTRACT FEE COMPUTATION (BASIC SERVICES)									
		<b>Description:</b> Water Main Replacement Project – Johnson Street to Taft Street from N. 66th Avenue to N. 76th Terrace <b>Client:</b> City of Hollywood , Florida									
NO./ACTIVITY	Principal Manhours	Project Manager Manhours	Senior Engineer Manhours	Project Engineer Manhours	CADD Tech Manhours	Inspector Manhours	TOTAL Hours	Cost For Activity			
Task	\$ 241.45	\$ 203.82	\$ 184.82	\$ 126.62	\$ 78.39	\$ 80.52					
Task 1: Pre-Design Services	0	45	70	170	15	0	300	\$44,776			
Task 2: 60% Design Documents	5	110	211	275	400	0	1001	\$128,801			
Task 3a: 100% Design Documents	5	120	237	300	450	0	1112	\$142,729			
Task 3b: 100% Design Revisions Documents	1	25	70	75	96	0	267	\$35,275			
Task 4 Permitting and Approvals	1	25	50	60	92	0	228	\$29,364			
Task 5: Bidding and Award	1	20	35	45	63	0	164	\$21,455			
Task 6: Construction Administration Services	0	45	30	25	0	800	900	\$82,235			
TOTAL MANHOURS	13	390	703	950	1115	800	3971				
								\$484,635			



# ACES, Inc

## Consulting Engineers

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September 3, 2014

EAC Consulting, Inc.  
815 NW 57th Avenue, Suite 402  
Miami, FL 33126

Attention: Ms. Sharmin Siddique, P.E.  
Sr. Project Manager, Civil Engineering

Reference: Proposal for a Geotechnical Exploration  
**Water Main Replacement Program-Johnson Street (excluding segment between NW 72nd Avenue and N. 76th Terrace) to Taft Street (excluding segment between NW 72nd Avenue and N. 66th Avenue) from N. 66th Avenue to NW. 76th Terrace**  
Hollywood, Broward County, Florida

Dear Ms. Siddique:

Thank you for considering us to be your geotechnical consultants for this project.

We have the drilling capabilities and experienced personnel to complete this geotechnical exploration in a quick manner with an uncompromising quality. The rest of this portion of the proposal contains information on:

- \* Project Information
- \* Proposed Geotechnical Exploration
- \* Estimated Fee
- \* Schedule
- \* Authorization
- \* Closing

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Advance Consulting Engineering Services, Inc.

7800 West Oakland Park Blvd.,  
Suite 109, Sunrise, FL 33351  
Phone: (954) 746-6868 Fax: (954) 697-2230

## **1.0 PROJECT INFORMATION**

Project information was provided via email by Ms. Sharmin Siddique, P.E. from EAC Consulting, Inc. on July 14 to 24, 2014, and on September 2, 2014.

We understand that the proposed Water Main Replacement Program will take place in Hollywood, Florida in the area bounded by N. 66th Avenue on the east, N.W. 76th Terrace on the west, Johnson Street on the South and Taft Street on the North.

## 2.0 PROPOSED GEOTECHNICAL EXPLORATION

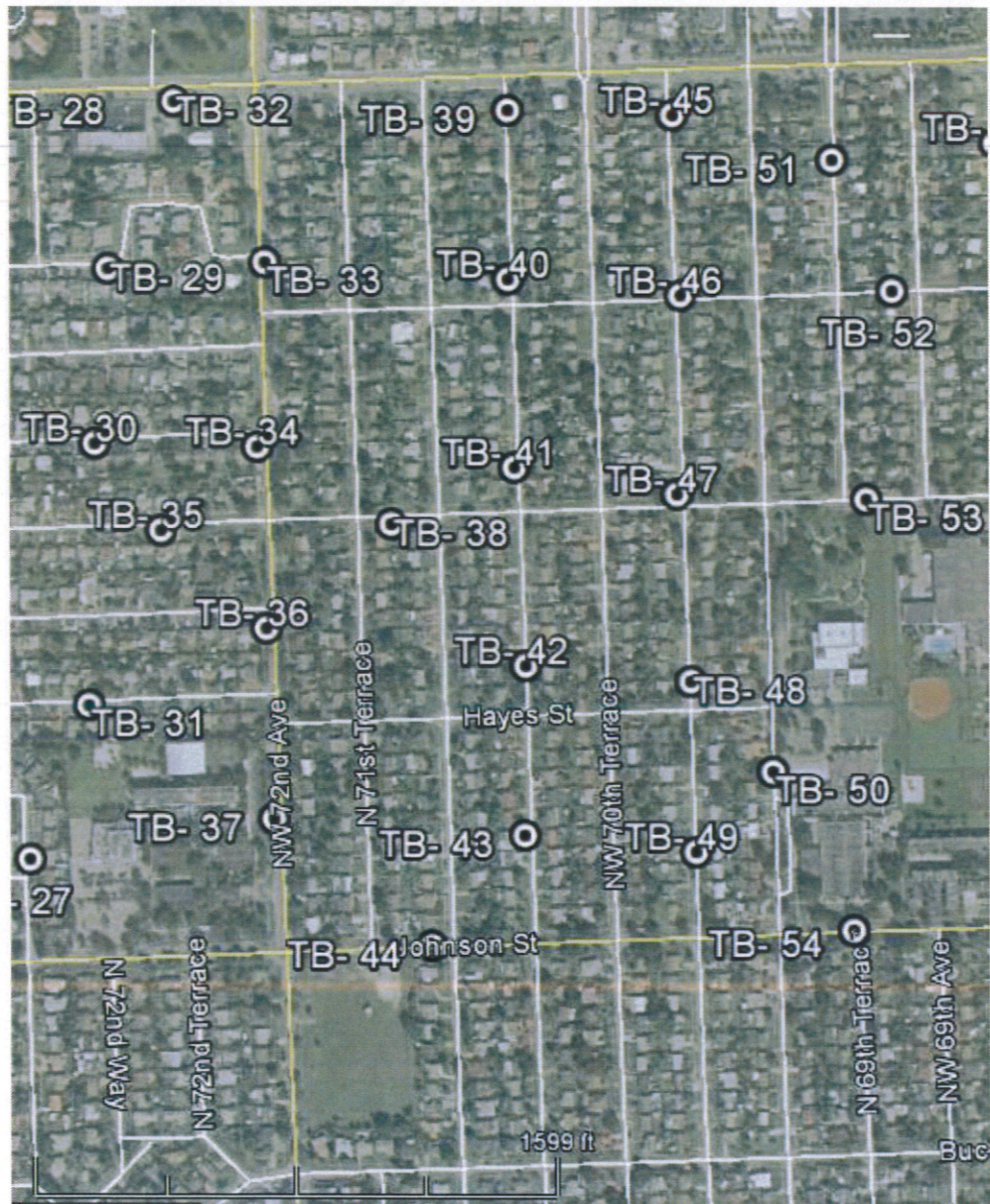
As requested, we proposed to perform a total of 75 Standard Penetration Test (SPT) borings as follows: 73 SPTs to a depth of 10 feet, and 2 SPTs near the Bridge along NW 76<sup>th</sup> Avenue to a depth of 20 feet below the existing ground surface.

These test borings are proposed to be performed at the following approximate locations:



*Western Section of Study Area*





*Center Section of Study Area*





*Eastern Section of Study Area*

The above locations may need to be offset in the field depending on the locations of the existing underground utilities and maintenance of traffic issues.

Due to the layout of the SPT borings over about 12 miles on so many different streets, it is anticipated that as many as 33 tickets will need to be set up with Sunshine State One Number Information Systems.

Once the tests are completed, these boreholes will be backfilled to the ground surface with the drilling cuttings obtained during this geotechnical exploration program.

A registered professional engineer who has specialized in geotechnical engineering will direct and supervise our services.



The general scope of our services will be the following:

- ☐ Collect and Review of Existing Subsurface Information available in the project area;
- ☐ Coordination with utility companies subscribed to Sunshine State One Number Information Systems to locate the underground utilities in the vicinity of test locations;
- ☐ Perform the field and laboratory testing for the final geotechnical study needed to develop the recommendations for site preparation and foundation design for the structures in this project;
- ☐ Stratification of test borings;
- ☐ Assignment of Soil Samples for Laboratory Testing;
- ☐ Provide a geotechnical report with preliminary recommendations from the geotechnical standpoint for site preparation for the project for site preparation, side slopes for excavation, and general guidelines for dewatering, and pavement restoration.

The assessment of site environmental conditions or the presence of pollutants in the soil, rock or groundwater of the site is beyond the proposed scope of this exploration.

We assume that the site outside of the areas where the clearing paths will be performed is accessible to a truck mounted drill rig.

### 3.0 ESTIMATED FEE

Based upon our experience in the area and our understanding of the project requirements, we recommend a budget of U\$23,482 for this exploration.

An itemized description of the budget for this project is presented below.

Description of Service	Quantity	Unit	Rate	Total
<b>Drill Rig Mobilization by SERCO DRILLING</b>	1		\$250	\$250.00
<b><i>Standard Penetration Test Borings</i></b>				
Number of SPT borings:	73			
Depth of each SPT boring (feet) :	10			
SPT footage in depth range from 0 to 25 feet	730	ft	\$10.00	\$7,300.00
SPT footage in depth range from 25 to 50 feet	0	ft	\$12.00	\$0.00
Number of SPT borings:	2	(Bridge along NW 76th Avenue)		
Depth of each SPT boring (feet) :	20			
SPT footage in depth range from 0 to 25 feet	40	ft	\$10.00	\$400.00
SPT footage in depth range from 25 to 50 feet	0	ft	\$12.00	\$0.00
<b><i>Utility Clearance</i></b>				
Utility Clearance Technician for 44 tickets with Sunshine State One Number Information Systems	132	hours	\$45	\$5,940.00
<b><i>Maintenance of Traffic Costs</i></b>				
Rental of Barricades and daily setup of traffic control scheme in the field	8	days	\$400.00	\$3,200.00
<b><i>For Laboratory Soil Classification Services</i></b>				
Grain Size Distribution Tests	18	tests	\$44.00	\$792.00
Determination of Organic Content Tests	18	tests	\$40.00	\$720.00
Liquid and Plastic Limit Tests	3	tests	\$60.00	\$180.00
<b><i>For Project Management and Reports</i></b>				
Geotechnical Specialist, hours	20	hours	\$95.00	\$1,900.00
Project Manager, hours	40	hours	\$70.00	\$2,800.00
<b>ESTIMATED GEOTECHNICAL BUDGET</b>				<b>\$23,482.00</b>

A single invoice will be submitted at the completion of the services outlined above. We will not exceed our fee estimate without an extension of the scope of services by your office.

## **4.0 SCHEDULE**

Based upon our present schedule, we can begin this project within three working days after we receive written authorization to proceed. The field services should take approximately **4 weeks** to complete including the underground utility clearance. From our notice to proceed, the project will take approximately **6 weeks to complete**. We can normally provide preliminary verbal results and recommendations as soon as the field services have been completed in order to expedite the design process.

## **5.0 AUTHORIZATION**

You can authorize us to proceed with the proposed exploration and to make this proposal, our statement of General Conditions, and other enclosures the agreement between us, by completing the attached Proposal Acceptance Sheet and return one copy to us. Any exceptions to this proposal or special requirements not covered in the proposal should be listed on the Proposal Acceptance Sheet.

## 6.0 CLOSING

We are sensitive to your needs for a quick turnaround time as well as a quality geotechnical exploration. ACES professional staff has considerable experience in all phases of the geotechnical aspects of your project. Also, we have the personnel available to begin work quickly.

Thank you for considering ACES for this project.

Sincerely,  
**Advance Consulting Engineering Services, Inc.**

A handwritten signature in blue ink, appearing to read "Juan G. Soto". The signature is fluid and cursive, with the first name "Juan" written in a larger, more prominent script than the last name "G. Soto".

Juan G. Soto, P.E.  
Principal Geotechnical Engineer

Attachment: Proposal Acceptance Sheet  
General Terms and Conditions

**Advance Consulting Engineering Services, Inc. (ACES)**  
**PROPOSAL ACCEPTANCE SHEET**

Description of Services: Proposed Geotechnical Exploration

Project Name: Water Main Replacement Program-Johnson Street (excluding segment between NW 72nd Avenue and N. 76th Terrace) to Taft Street (excluding segment between NW 72nd Avenue and N. 66th Avenue) from N. 66th Avenue to NW. 76th Terrace

Project Location: From N. 66nd Avenue to N.W. 76th Terrace and from Taft Street to Johnson Street in Hollywood, Florida

Proposal Date: September 3, 2014

**FOR PAYMENT OF CHARGES:**

Charge Invoice to the Account of:

Firm: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_ Zip Code \_\_\_\_\_ Phone Number \_\_\_\_\_  
Attention: \_\_\_\_\_ Title \_\_\_\_\_

**FOR APPROVAL OF CHARGES:**

If the invoice is to be mailed for approval to someone other than the account charged, please indicate where to mail the invoice in the space below.

Firm \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_ Zip Code \_\_\_\_\_ Phone Number \_\_\_\_\_  
Attention: \_\_\_\_\_ Title \_\_\_\_\_

**PROPERTY OWNER IDENTIFICATION (If Other than Above):**

Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_ Zip Code \_\_\_\_\_ Phone Number \_\_\_\_\_  
Attention: \_\_\_\_\_ Title \_\_\_\_\_

**SPECIAL INSTRUCTIONS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PAYMENT TERMS:** Services should be paid upon receipt of invoice. A late payment charge of 18% per annum or the maximum amount allowed by law may be added in the event payment is not made within 30 days after invoice date.

**PROPOSAL ACCEPTANCE:**

This Proposal Acceptance Sheet together with General Terms and Conditions of this Proposal, this Proposal, and documents appended including the Terms on this page constitute the entire agreement between the client and ACES and are:

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_

\_\_\_\_\_  
Print or type individual, firm or corporate body name

\_\_\_\_\_  
Signature of authorized representative

\_\_\_\_\_  
Print of type name of authorized representative and title



# Advance Consulting Engineering Services, Inc.

## GENERAL TERMS AND CONDITIONS

1. **SCOPE OF WORK** - Advance Consulting Engineering Services, Inc. (ACES) shall only be required to perform the services specified in this contract and Client shall compensate ACES at the rates shown on the attached fee schedules. Any estimate of time and materials shall not be considered as a fixed price, but only an estimate (unless otherwise specifically stated in this contract). ACES will provide additional services at the listed standard rates. Unless otherwise stated in the proposal, ACES must receive acceptance of the proposal within 180 days, or the proposal may no longer be valid.
2. **RIGHT OF ENTRY** - Client shall provide to ACES the right of entry to the project site by its employees, agents, and subcontractors to perform the service and represents that it has obtained the needed permits and licenses for the proposed work. If Client does not own the site, Client warrants and represents to ACES that it has the authority and permission of the owner and occupant of the site to grant right of entry to ACES. Client also understands that use of exploration equipment may unavoidably cause some damage, the correction of which is not part of this AGREEMENT.
3. **PAYMENT TERMS** - ACES will submit invoices to Client monthly and a final bill upon completion of services. There shall be no retainage, unless otherwise agreed upon in the contract. Payment is due within thirty (30) days from invoice date, regardless of whether Client has been reimbursed by any other party. Client agrees to pay interest of one and one-half percent (1-1/2%) per month, or the maximum rate allowed by law, on past due accounts. Any attorney's fees, collection fees or other costs incurred in collecting any delinquent amount shall be paid by Client.
4. **OWNERSHIP OF DOCUMENTS** - All materials and documents produced, created or obtained by ACES under this contract, are instruments of ACES' service, but shall be property of Client. ACES shall have the right to retain copies of all such materials. Unless otherwise specified, ACES shall have no obligation to retain any documents or materials related to the project for more than one (1) year or as required by applicable law whichever is longer governing.
5. **STANDARD OF CARE** - The services shall be performed in accordance with generally accepted industry principles and practices, consistent with a level of care and skill ordinarily practiced by reputable members of the profession currently providing similar services under similar circumstances. EXCEPT AS SET FORTH HEREIN, ACES MAKES NO OTHER REPRESENTATION, GUARANTEE, OR WARRANTY, EXPRESS OR IMPLIED, IN FACT OR BY LAW, WHETHER OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR OTHERWISE, CONCERNING ANY OF THE SERVICES WHICH MAY BE FURNISHED BY ACES TO CLIENT. Client agrees to give ACES written notice of any breach or default under this section and to give ACES a reasonable opportunity to cure such breach or default, without the payment of additional fees to ACES, as a condition precedent to any claim for damages.
6. **RISK ALLOCATION** - Due to the very limited benefit ACES will derive from this project compared to that of other parties involved, including Client, Client agrees to limit ACES' liability to Client, or any other party using or relying on ACES' work with respect to any acts or omissions including, but not limited to, breach of this contract, breach of warranty, negligence or other legal theory, such that the total aggregate liability of ACES to all those named shall not exceed \$50,000 or ACES' total fee for the services rendered on this project, whichever is greater. ACES will waive this limitation up to \$1,000,000 upon Client's request and agreement in writing to pay an additional consideration of 10% of ACES' total fee or \$500, whichever is greater. This sum shall be a Waiver of Limitation of Liability Charge and will not be construed as being a charge for insurance of any type, but will be increased consideration for the greater risk involved. If the results of ACES' services will be used to aid in the development of drawings and specifications for construction, Client agrees to require other design professionals, the contractor and its subcontractors selected for such construction to agree to an identical limitation of ACES' liability for damages suffered by other design professionals, the contractor or subcontractor arising from ACES' professional acts, errors or omissions.
7. **INSURANCE & GENERAL LIABILITY** - ACES maintains Workers' Compensation and Employers' Liability Insurance in compliance with the laws of the State of Florida. ACES has insurance coverage under public liability and property damage which ACES deems to be adequate. Certificates for such policies of insurance shall be provided to Client upon request.
8. **TERMINATION** - Either party may suspend performance immediately upon becoming aware of a breach of the terms of this contract by the other party and provide notice of its intention to terminate. In the event ACES determines there may be a significant risk that ACES' invoices may not be paid on a timely basis, ACES may suspend performance and/or retain any reports or other information until Client provides ACES with adequate assurances of payment. The filing of a voluntary or involuntary bankruptcy petition, appointment of a receiver, assignment for the benefit of creditors or other similar act of insolvency shall constitute a breach. Termination will become effective fourteen (14) days after receipt of notice by the breaching party unless the event(s) giving rise to the breach are remedied within that time frame or the party seeking termination revokes its notice. Either party may, without cause, terminate this contract upon providing thirty (30) days written notice to the other party.
9. **ASSIGNMENT** - This contract may be amended only by written instrument and signed by both parties. Client shall not assign this proposal or any reports or information generated pursuant to this proposal without the written consent of ACES.
10. **CONFLICTS** - Should any element of the General Terms and Conditions deemed in conflict with any element of the proposal/contract, unless the proposal/contract clearly voids the conflicting element in the General Terms and Conditions, wording of the General Terms and Conditions shall govern. Any element of this agreement later held to violate a law or regulation shall be deemed void, but all remaining provisions shall continue in force. The General Terms and Conditions set forth herein shall survive the termination of this contract. No action may be brought against ACES arising from its performance of services under this contract, whether for breach of contract, tort or otherwise, unless ACES shall have received within two (2) years after completion of services under this contracts a written notice specifying the alleged defects in ACES' performance or other breach.
11. **SAFETY** - ACES' responsibility for the safety on site shall be limited to its own personnel and its subcontractor and any other persons who are directly involved with ACES' work on site. This shall not be construed to relieve Client or any of its contractors from their responsibilities for maintaining a safe job site. Neither the professional activities of ACES, nor the presence of ACES' employees and its subcontractors shall be construed to imply ACES has any responsibility for any activities on site performed by other than ACES' employees or subcontractors. Additionally, ACES shall, if so requested, reasonably comply with the requirements of any applicable health and safety plan provided to it by Client.
12. **ARBITRATION** - If a claim is made against ACES for inadequate, negligent or improper performance of services by ACES pursuant to this contract, any party to this contract may demand that any such disputes be determined by arbitration. In that event, the party alleging such deficient performance will select an arbitrator and ACES will select an arbitrator. The two arbitrators will then select a third arbitrator. If those two arbitrators cannot agree on the third arbitrator within thirty (30) days, the judge of a court having jurisdiction will appoint the third arbitrator. Each party will pay the arbitrator selected by that party and the expense of the third arbitrator and all other expenses or arbitration will be shared equally. Arbitration will take place in Broward County, State of Florida. Federal court rules governing discovery procedures will apply. The arbitration shall be governed by the Federal Arbitration Act and shall be

# Advance Consulting Engineering Services, Inc.

## GENERAL TERMS AND CONDITIONS

conducted consistent with the arbitration rules as then promulgated by the American Arbitration Association. The decision in writing of any two arbitrators will be binding subject to the terms of this contract.

13. **CONSEQUENTIAL DAMAGES** - In no event shall either party be liable to the other party for any consequential, incidental, or indirect damages including, though not limited to, loss of income, loss of profits, loss or restriction of use of property, or any other business losses regardless as to the whether such damages are caused by breach of contract or warranty, negligent act or omission or other wrongful act.

14. **DELAYS IN WORK** - ACES will charge Client at standard rates for standby or nonproductive time for delays in ACES' work caused by Client or Client's contractors unless otherwise specifically provided for in the contract.

15. **FAILURE TO FOLLOW RECOMMENDATIONS** - Client will not hold ACES liable for problems that may occur if ACES' recommendations are not followed and waives any claim against ACES, and agrees to defend, indemnify and hold ACES harmless from any claim or liability for injury or loss that results from failure to implement ACES' recommendations.

16. **FORCE MAJEURE** - Neither Client nor ACES shall hold the other responsible for damages or delays in performance caused by events beyond the control of the other party and which could not reasonably have been anticipated or prevented, including but not limited to, acts of governmental authorities, acts of God, materially different site conditions, wars, riots, rebellions, sabotage, fires, explosions, accidents, floods, strikes or other conceded acts of workers, lockouts, or changes in laws, regulations, or ordinances. The party intending to invoke force majeure shall provide prompt notice to the other party.

17. **SAMPLING OR TEST LOCATION** - Unless otherwise stated, the fees in this proposal do not include costs associated with surveying of the site for accurate horizontal and vertical locations of tests or samples which, when referenced in ACES' report, are based on information furnished by others and/or estimates made by ACES' personnel and are only considered approximations, unless otherwise stated. ACES may deviate a reasonable distance from any test or sampling location specified by the Client. If, in order to complete a given boring to its designated depth, a re-drilling is necessitated by encountering impenetrable subsurface objects, all work, including the original boring and all re-drilling, will be charged for at the appropriate rates in the fee schedule.

18. **BURIED UTILITIES** - In the execution of any subsurface exploration ACES will take reasonable precautions to avoid damage to subterranean structures or utilities of which ACES has received notification. However, it is Client's responsibility to mark or furnish the locations of all underground man-made obstructions. Client agrees to hold ACES harmless for any damages to subterranean structures which are not called to ACES' attention or correctly shown on the plans furnished. Client shall indemnify, defend and hold harmless ACES from and against any claims, losses or damages incurred or asserted against ACES related to Client's failure to mark, protect or advise ACES of underground structures or utilities.

19. **CONTAMINATED EQUIPMENT AND CONSUMABLES** - Any field or laboratory equipment belonging to ACES, its agents, and/or subcontractors that becomes contaminated by hazardous materials encountered at the project site must be decontaminated and contaminated consumables must be disposed of properly. Client agrees to remunerate ACES for costs associated with decontamination of equipment and disposal and replacement of contaminated consumables. In some instances, the fair market value of a piece of equipment, were it not contaminated, together with the cost of properly transporting and disposing of the equipment may be less than the cost of decontamination. In such instances, ACES shall notify Client and give Client the option of paying for decontamination, or purchasing the equipment at its fair market value immediately prior to contamination. If Client elects to purchase equipment, Client and ACES shall enter into a specific agreement for that purpose. For purposes of this AGREEMENT, any equipment that cannot be decontaminated shall be considered a consumable.

20. **DISPOSAL OF SAMPLES** - Soil, rock, water and/or other samples obtained from the project site are the property of Client. ACES shall preserve such samples for no longer than forty-five (45) calendar days after the issuance of any document that includes the data obtained from them, unless other arrangements are mutually agreed upon in writing. Should any of these samples be contaminated by hazardous substances or suspected hazardous substances, it is Client's responsibility to select and arrange for lawful disposal procedures, that is, procedures which encompass removing the contaminated samples from ACES' custody and transporting them to a disposal site. Client is advised that, in all cases, prudence and good judgment should be applied in selecting and arranging for lawful disposal procedures. Due to the risks to which ACES is exposed, Client agrees to waive any claim against ACES, and to defend, indemnify and hold ACES harmless from any claim or liability for injury or loss arising from ACES' containing, labeling, transporting, testing, storing or other handling of contaminated samples. Client also agrees to compensate ACES for any time spent and expenses incurred by ACES in defense of any such claim, with such compensation to be based upon ACES' prevailing fee schedule and expense reimbursement policy.

21. **DRILL CUTTINGS AND FLUIDS** - Client recognizes that, when it is known, assumed or suspected that hazardous materials exist beneath the surface of the project site, certain waste materials, such as drill cuttings and drilling fluids, should be handled as if contaminated. Accordingly, to protect human health and safety as well as the environment, ACES will appropriately contain and label such materials; will promptly inform Client that such containerization and labeling has been performed, and will leave the containers on site for proper, lawful removal, transport and disposal by Client. Client waives any claim against ACES, and agrees to defend, indemnify and hold ACES harmless from any claim or liability for injury or loss which may arise as a result of the drill cuttings, drilling fluids or other assumedly hazardous materials being left on site after their containerization by ACES. Client also agrees to compensate ACES for any time spent and expenses incurred by ACES in defense of any such claim, with such compensation to be based upon ACES' prevailing fee schedule and expense reimbursement policy.

22. **UNFORESEEN CONDITIONS** - It is possible that unforeseen conditions or occurrences may be encountered which could substantially alter the necessary services or the risks involved in completing our services. If this occurs, we will promptly notify and consult with Client, but will act based on our sole judgment where risk to our personnel is involved. Possible actions will include: (a) Complete the original Scope of Services in accordance with the procedures originally intended in our Proposal, if practicable in our sole judgment; (b) Agree with Client to modify the Scope of Services and the estimate of charges to include study of the unforeseen conditions or occurrences, with such revision agreed to in writing; (c) Terminate the services effective on the date specified by us in writing.

23. **SITE WORK** - ACES will take reasonable precautions to avoid any damage to the site from the activities of its crews or equipment. Any damage caused by ACES' sole negligence will be restored at ACES' expense. However, unavoidable damage caused in the execution of the work such as tire rutting, cutting and splicing of fences, drilling through pavements, etc. will not be restored unless otherwise stated in the contract.

# **GIBBS LAND SURVEYORS**

2131 HOLLYWOOD BOULEVARD SUITE 204 HOLLYWOOD, FLORIDA 33020  
PHONE: 954-923-7666 FAX: 954-923-7668  
SSEELEY@GIBBSLANDSURVEYORS.COM

August 4, 2014

Sharmin Siddique, P.E.  
EAC Consulting, Inc.  
815 NW 57 Avenue, Suite 402  
Miami, FL 33126

RE: **City of Hollywood Watermain Replacement Program – Johnson Street to Taft Street  
from N. 66 Avenue to N. 76 Terrace ( 79,670 linear feet)**

Dear Ms. Siddique:

We are pleased to submit the following proposal for Professional Land Surveying services on the above referenced project.

## LIMITS OF WORK

1. Those Street and Avenue rights-of-way lying between the east right-of-way line of N 66 Avenue and the west right-of-way line of N 72 Avenue, and from the south right-of-way line of Johnson Street to the south right-of-way line of Taft Street;  
TOGETHER WITH:
2. Those Street and Avenue rights-of-way lying between the west right-of-way line of N 72 Avenue and the west right-of-way line of N 76 Terrace, and from the north right-of-way line of Johnson Street to the north right-of-way line of Taft Street;
3. Excluded from Scope: All Johnson Street right-of-way from N 72 Avenue to N 76 Avenue; and all Taft Street right-of-way between N. 66 Avenue and N. 72 Avenue

## SCOPE OF WORK

### Land Survey Services:

1. Perform a topographic survey locating and identifying all applicable visible existing above-ground and underground utilities as marked within the above limits.
2. Locate and/or provide permanent construction controls on site in State Plane Coordinates (1983 adjustment) and vertical control based on North American Vertical Datum of 1988 Benchmark system (NAVD88). Horizontal control data shall be relative to the Florida State Plane Coordinate system, East Zone, North American Datum of 1983/1990 adjustment.
3. Platted right-of-ways or easement and property boundaries shall be plotted on survey drawings for the project route.
4. Baseline shall be established and monumented at the beginning and end of the project and all changes in direction. Monumentation found in the field to determine the right-of-ways shall be indicated on the survey with state plane coordinate values and vertical elevations (x,y,z) assigned to the above in the digital file.

5. Provide cross-sections at 100 foot intervals to extend 5 feet beyond the right-of-way lines.
6. Provide centerline elevations at 100 foot intervals within the alley rights-of-way.
7. Provide location of all existing buildings, concrete pads, valve boxes, water/electrical meter boxes, electrical pull boxes, telephone/cable risers, fences, hydrants, above-ground utilities, wood/concrete utility poles, overhead electrical lines, culverts, guardrails, pavement limits, headwalls, endwalls, manholes, vaults, driveways, right-of-way limits, landscaping, traffic signage, other signage (not to include pavement striping), and any other visible improvements within the above limits.
8. Provide rim and invert elevations and pipe size and type on all visible gravity sewer structures and/or outfalls (sanitary and storm drainage) within the above limits.
9. Provide location of vegetation and individual trees greater than four (4) inches in diameter.
10. Digital maps shall delineate all field collected data as well as existing limits of nearby public right-of-ways.
11. Provide location of utilities where possible based on field observation and utility records provided to this office.
12. Record horizontal and vertical location of existing pipes at proposed connection locations and other soft dig locations as provided to this office..
13. The final survey map to be prepared at 1"=20' horizontal in a standard 22"x34" plan sheet format to include all topographic data listed, right-of-way lines, property lines (GIS derived), baselines, and platted easement lines based upon existing monumentation and utilities verification and subsurface utility evaluation data..
14. Provide 5 signed and sealed copies of the survey showing all of the above survey information.

The above SCOPE OF WORK will be performed for a fee of **\$ 258,927.00**

Sharmin Siddique

City of Hollywood – Watermain replacement project - 66-76 Av-Johnson-Taft

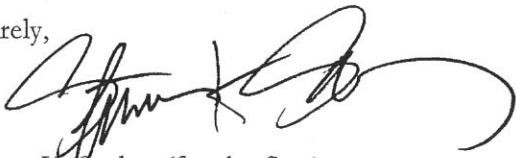
August 4, 2014

Page 3 of 3

Any supplemental title work, if required, will be paid by the City. Any additional surveying as requested will be performed at the following hourly rates:

Principal	\$125.00/hour
Survey Crew Supervisor	85.00/hour
Field Crew	100.00/hour
Cad Drafter - Survey Technician	60.00/hour
Secretary	35.00/hour

Sincerely,

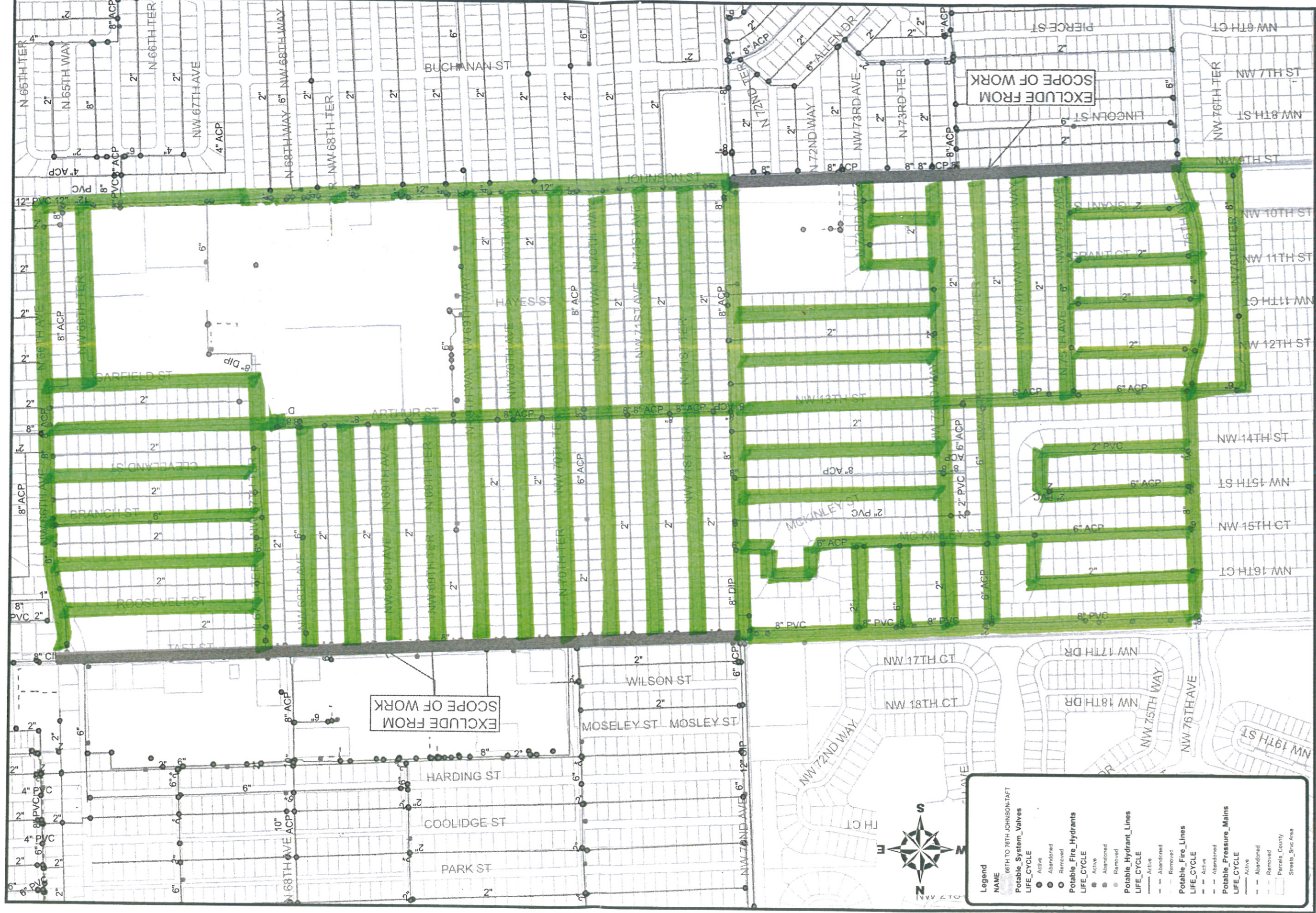
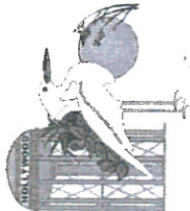
A handwritten signature in black ink, appearing to read 'Stephen K. Seeley', with a large, sweeping flourish extending to the right.

Stephen K. Seeley, (for the firm)





# UTILITY ATLAS MAPLET



Legend	
NAME	
68TH TO 78TH JOHNSON-TAFT	
Potable_System_Valves	
LIFE_CYCLE	
Active	●
Abandoned	○
Removed	○
Potable_Fire_Hydrants	
LIFE_CYCLE	
Active	●
Abandoned	○
Removed	○
Potable_Hydrant_Lines	
LIFE_CYCLE	
Active	—
Abandoned	- -
Removed	---
Potable_Fire_Lines	
LIFE_CYCLE	
Active	—
Abandoned	- -
Removed	---
Potable_Pressure_Mains	
LIFE_CYCLE	
Active	—
Abandoned	- -
Removed	---
Parcels_County	▭
Streets_Svc Area	▭





**F.R. ALEMAN**

& Associates, Inc.  
CONSULTING ENGINEERS & SURVEYORS

CONSULTING ENGINEERS & SURVEYORS  
[www.FR-Aleman.com](http://www.FR-Aleman.com)

10305 NW 41 Street, Suite 200  
Miami, Florida 33178  
TEL: (305) 591-8777  
FAX: (305) 599-8749

September 04, 2014

**Sharmin Siddique, P.E.**

Senior Project Manager - Civil

Email: [hssiddique@eacconsult.com](mailto:hssiddique@eacconsult.com)

**EAC Consulting, Inc.**

[www.eacconsult.com](http://www.eacconsult.com)

815 NW 57th Avenue, Suite 402  
Miami, FL 33126  
Direct Dial: 305-265-5471  
Main: 305-264-2557  
Fax: 305-264-8363

**RE: Water Main Replacement Project** – Johnson Street (excluding segment between NW 72<sup>nd</sup> Avenue and N. 76<sup>th</sup> Terrace) to Taft Street (excluding segment between NW 72<sup>nd</sup> Avenue and NW 66<sup>th</sup> Avenue) from N. 66<sup>th</sup> Avenue to N. 76<sup>th</sup> Terrace

**SUBJECT: Revised Price Proposal for Locating Services**

Dear Ms. Siddique,

In accordance with your request, F.R. Aleman & Associates, Inc., (FRA) is pleased to submit our proposal to provide **LOCATING** Services to your company.

F.R. Aleman & Associates, Inc., (FRA) is pleased to provide this proposal for utility locating services at the above referenced project. Based on the information provided FRA will attempt to provide horizontal and vertical locations of utilities prior to excavation. The provided site plan depicting the limits of survey shall be considered part of this proposal.

#### **DESCRIPTION OF SERVICES**

FRA will perform 70 test holes on existing underground utility information. Scope is limited to obtain below ground utilities. FRA will receive control survey information. No attempt will be made to collect features other than utilities.

FRA will provide two (2) technicians, equipment and special tools to designate utilities at locations authorized and directed by your representative.

Electromagnetic induction is a method in which a transmitter signal is applied by directly coupling to a target. As long as the target is metallic, a receiver is used to detect the transmitted signal. Passive detection is another technique used to locate naturally occurring magnetic fields that exist on power cables generating a 50/60 Hz. Signal. Additionally, passive VLF signals can be detected on other metallic utilities that are typically long in length and are well grounded electrically. Some utility systems contain portions of non-metallic material and therefore may be un-locatable using EM techniques.

Vacuum excavation is a technique used to safely expose utilities by using a combination of compressed and vacuum air. Once the utility has been exposed, vertical elevation, diameter and material type can be obtained.

**F.R. ALEMAN & ASSOCIATES, INC.  
LOCATING SERVICES-PRICE PROPOSAL**

ITEM DESCRIPTION	RATE	QUANTITY	ITEM PRICE
Test Holes / Survey Included	\$325.00 / Per Hole	70 Holes	\$ 22,750.00
		Amount Due:	\$ 22,750.00

If additional time should be required for the completion of this project, services will be billed as follows:

- \$ 325.00 per hole for test hole services

F.R. Aleman & Associates, Inc. appreciates the opportunity to submit this proposal and looks forward to our association on this project. This proposal is valid for acceptance through September 27, 2014, after which it shall be subject to reconfirmation by **FRA**. If this proposal is accepted prior to the above date, this pricing will be in effect for the next 30 days, after which time shall be subject to review and adjustment by **FRA**.

- FRA based this estimate on a plans review with E.A.C. CONSULTING, INC.

**If you find this proposal acceptable, please sign the original of this Agreement in spaces provided below and return one (1) fully executed copy for our files which will serve as your formal authorization for our services.**

If you have any questions please do not hesitate to call me at my office (305) 591-8777.

Very truly yours,



D.M. Stanton  
S.U.E. Director

X:\Marketing\Departmental Marketing\Proposals\E.A.C. CONSULTING, INC\Price Proposal\Water Main Replacement Project 09-19-12.doc

**ACCEPTED AND AGREED:  
Client: E.A.C. CONSULTING, INC.**

**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_