



March 13, 2017

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

**Re: WMRP- Taft Street to Hollywood Blvd from FL Turnpike to N. 56 Avenue
City Project Number 16-5137**

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 for the following areas:

- From south of Taft Street to North of Johnson Street from FL Turnpike to N. 56 Avenue excluding N state Road 7 and FL Turnpike
- From south of Johnson Street to North of Hollywood Blvd from FL Turnpike to N. State Road 7 excluding N state Road 7 and FL Turnpike

Our team has estimated that the total length of water mains to be installed in this project based on the above is approximately 61,000 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 CI and 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 estimate

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.

EAC will provide Project Administration services that will comprise of contract administration, preparation of invoices, coordination with project staff, 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). The geotechnical investigation services will include performing sixty three (63) Standard Penetration Test (SPT) borings to a depth of 10 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 (Gibbs). 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 60 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. Specific scope of services is indicated on F.R. Aleman's fee proposal attached.

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, FDOT, Broward County Environmental Protection & Growth Management 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

Description	No. of Sheets
Cover Sheet	1
General Sheets	19
Plan and Profiles @ 500 feet per sheet	135
Water Detail Sheets	4
Pavement Restoration Plans	86
Pavement Detail Sheets	4
Total Sheets Count	249

Schedule of Fees

Tasks	Fee
Task 1 – Pre-Design Services	\$31,846
Task 2 – 60% Design Documents	\$104,932
Task 3a – 100% Design Documents	\$107,916

Task 3b – 100% Design Revision Documents	\$29,432
Task 4 – Permitting and Approvals	\$28,495
Task 5 – Bidding and Award	\$23,033
Task 6 – Construction Administration Services	\$86,195
Geotechnical	\$28,178
Surveying	\$209,625
Subsurface Utility Engineering	\$19,800
Reimbursables	\$2,000
Total Fee (NTE)	\$671,452

Design Schedule

Tasks	Time
Task 1-4	NTP + 12 Months
Task 5 & 6	TBD

Design schedule assumes the following:

1. Each submittal to the City will be reviewed and returned to EAC within 4 weeks.

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. Utilities shown on the plans will be as identified through Sunshine State One Call of Florida.
10. 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.
11. No drainage, landscaping, hardscaping, sidewalk improvements or signalization design services are included in this proposal.

12. 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.
13. 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.
14. 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.

A handwritten signature in blue ink, appearing to read "Siddique", with a stylized flourish at the end.

Sharmin Siddique, P.E.
Senior Project Manager

CONTRACT FEE TABLE(BASIC SERVICES)

Project: WMRP: 16-5137: Taft Street to Hollywood Blvd from FL Turnpike to N. 56 Avenue
Client: City of Hollywood , Florida

EAC Consulting, Inc.
 815 NW 57 Avenue, Suite 402
 Miami, FL 33126
 (305) 265 5467, (786) 296 1186
 3/13/2017

Task Numbers / Activities	Principal Hours	PM Hours	Sr. Eng Hours	Engineer Hours	CADD Hours	Inspector Hours	Total Hours	Fee
Rate	\$ 243.00	\$205.00	\$186.00	\$ 128.00	\$ 82.00	\$ 82.00		
EAC								
Task 1: Pre-Design Services	0	30	50	114	22	0	216	\$ 31,846
Task 2: 60% Design Documents	8	76	148	250	340	0	822	\$ 104,932
Task 3a: 100% Design Documents	8	100	142	250	330	0	830	\$ 107,916
Task 3b: 100% Design Revisions Documents	4	26	50	60	75	0	215	\$ 29,432
Task 4 Permitting and Approvals	1	28	48	60	72	0	209	\$ 28,495
Task 5: Bidding and Award	1	26	34	46	64	0	171	\$ 23,033
Task 6: Construction Administration Services	1	46	40	24	0	805	916	\$ 86,195
							Total:	\$ 411,849
Sub Consultants								
Geotechnical - ACES Consulting Engineers								\$ 25,616
EAC sub consultant administration fee								\$ 2,562
Surveying - Gibbs Land Surveyors								\$ 195,000
EAC sub consultant administration fee								\$ 14,625
Subsurface Utility Engineering - FR Aleman								\$ 18,000
EAC sub consultant administration fee								\$ 1,800
							Total:	\$ 257,603
Reimbursables								\$ 2,000.00
							Total Fee (NTE):	\$ 671,452

ACES, Inc.

Consulting Engineers

March 07, 2017

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
WMP- Hollywood Blvd to Taft Street and from FL Turnpike to N. 56 Avenue
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

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 March 02 and March 07, 2017.

The approximate project limits are depicted in the aerial photo below:



The study area is outlined in red. The highlighted areas in yellow are not included in this study. These areas excluded from this proposed study are along S.R. 441, along Taft Street, the area on Johnson Street from 56th Avenue and S.R. 441, the southeastern area, and the northwestern area blocked in yellow as shown above.

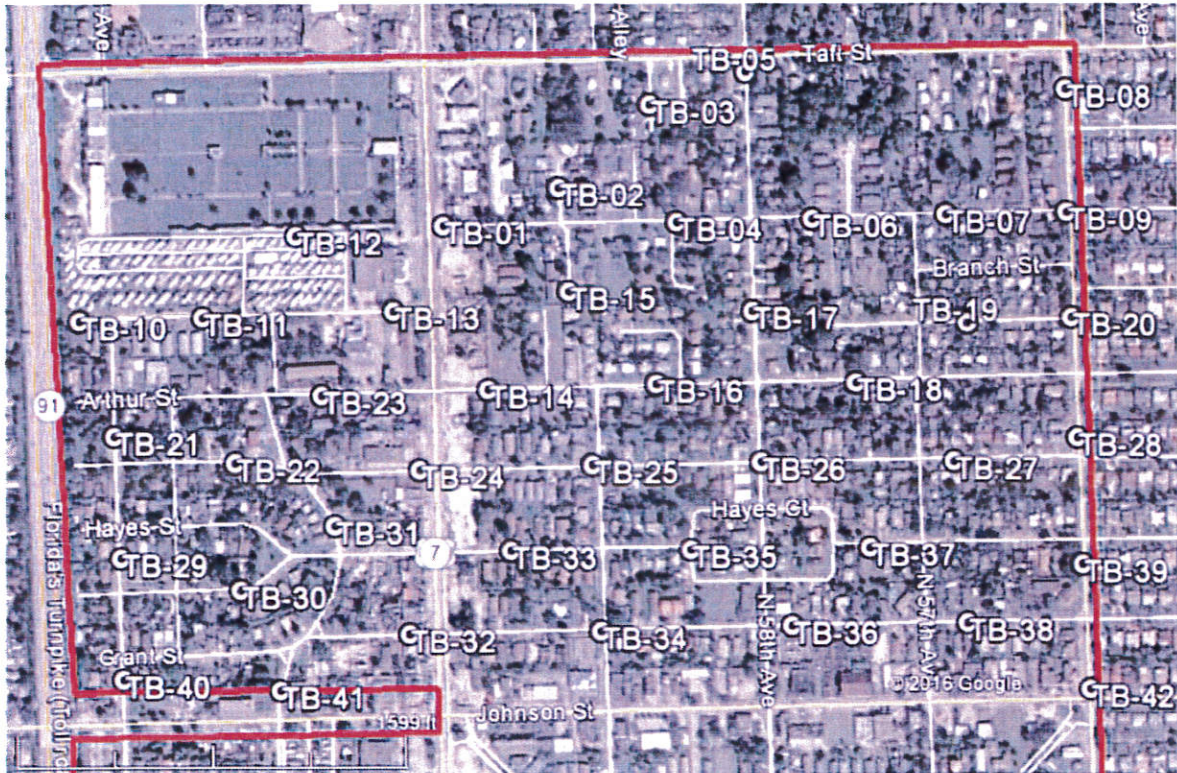
As part of the geotechnical study for this project, we understand that about 30% of the SPT borings should be drilled on the pavement of the existing public roads.

We also understand that the thickness of the asphalt pavement in the SPT borings to be drilled on the pavement should be provided so the areas to be excavated in the pavement may be restored with pavement with thickness similar to the pavement to be excavated.

2.0 PROPOSED GEOTECHNICAL EXPLORATION

As requested, we proposed to perform a total of 63 Standard Penetration Test (SPT) borings, each to a depth of 10 feet below the existing ground surface.

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



Area 1 (North of Johnson Street)



Area 2 (South of Johnson Street)

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. However, we will attempt to locate at least about 30 percent of the SPT borings on the pavement of the existing roads.

Due to the layout of the SPT borings on so many different streets, it is anticipated that as many as 25 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 compaction, shallow groundwater control, 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\$25,616 for this exploration.

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

Description of Service	Quantity	Unit	Rate	Total
Drill Rig Mobilization by SERCO DRILLING	1		\$270	\$270.00
<i>Standard Penetration Test Borings</i>				
Number of SPT borings:	63			
Depth of each SPT boring (feet) :	10			
SPT footage in depth range from 0 to 25 feet	630	ft	\$10.00	\$6,300.00
SPT footage in depth range from 25 to 50 feet	0	ft	\$12.00	\$0.00
Pavement Cores	19	each	\$120.00	\$2,280.00
<i>Utility Clearance</i>				
Utility Clearance Technician for 25 tickets with Sunshine State One Number Information Systems	100	hours	\$45	\$4,500.00
<i>Maintenance of Traffic Costs</i>				
Rental of Barricades and daily setup of traffic control scheme in the field	8	days	\$600.00	\$4,800.00
<i>For Laboratory Soil Classification Services</i>				
Grain Size Distribution Tests	14	tests	\$44.00	\$616.00
Determination of Organic Content Tests	14	tests	\$40.00	\$560.00
Liquid and Plastic Limit Tests	3	tests	\$60.00	\$180.00
<i>For Project Management and Reports</i>				
Geotechnical Specialist, hours	26	hours	\$95.00	\$2,470.00
Project Manager, hours	52	hours	\$70.00	\$3,640.00
ESTIMATED GEOTECHNICAL BUDGET				\$25,616.00

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 **5 weeks** to complete including the underground utility clearance. From our notice to proceed, the project will take approximately **7 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

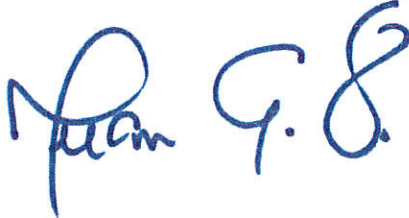
You can authorize us to proceed with the proposed exploration and to make this proposal, our statement of General Conditions, and other enclosures the agreement between us, by completing the attached Proposal Acceptance Sheet and return one copy to us. Any exceptions to this proposal or special requirements 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 stylized and cursive.

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: WMRP- Hollywood Blvd to Taft Street from FL Turnpike to N. 56 Avenue

Project Location: Hollywood Blvd to Taft Street from FL Turnpike to N. 56 Avenue

Proposal Date: March 07, 2017

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 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.

Advance Consulting Engineering Services, Inc.
GENERAL TERMS AND CONDITIONS

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 redrilling, 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 property. 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

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PHONE: 954 923 7666 FAX: 954-923-7668
SSEELEY@GIBBSLANDSURVEYORS.COM

March 9, 2017

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

RE: **WMRP – Johnson Street to Taft Street, 56 Avenue to Turnpike, Hollywood Blvd to Johnson Street, State Road 7 to Turnpike – (Approx. 62,300 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, Avenue, Court, Way and Terrace and Alley rights-of-way, from the north R/W line of Johnson Street to the south R/W line of Taft Street; from the east R/W line of N 56 Avenue to the east R/W line of State Road 7;
2. From the north R/W line of Johnson Street to the south R/W line of Taft Street; from the east R/W line of Florida's Turnpike to the west R/W line of State Road 7;
3. From the north R/W line of Hollywood Blvd to the South R/W line of Johnson Street, from the east R/W line of Florida's Turnpike to the west R/W line of State Road 7.

SCOPE OF WORK

Land Survey Services:

1. Perform a topographic survey locating and identifying all 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, easement and property boundaries (GIS derived) shall be plotted on survey drawings for the project route.
4. Digital baseline shall be established at the beginning and end of the project and all changes in direction. Monumentation and other survey control points found in the field will confirm the GIS file. State plane coordinate values and elevations (x,y,z) will be assigned to the control/work points in the digital file.
5. Provide cross-sections at 100 foot intervals to extend 5 feet beyond the right-of-way lines.

6. Provide location of all existing 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, traffic signage, other signage (not to include pavement striping), and any other visible improvements within the above limits.
7. 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.
8. Provide location of vegetation (hedges) and individual trees greater than four (4) inches in diameter.
9. Digital maps shall delineate all field collected data.
10. Provide location of utilities where possible based on field observation and utility records provided to this office.
11. Record horizontal and vertical location of test holes (by others).
12. The final survey map to be prepared at 1"=20' horizontal in a standard plan sheet format to include all data listed above, right-of-way lines, property lines (GIS derived), baselines, platted easement lines and subsurface utility markings (by others). Deliverables to meet City of Hollywood Survey CAD Standards (March 11, 2016).
13. Provide signed and sealed survey showing all of the above survey information.

The above SCOPE OF WORK will be performed for a fee of **\$195,000.00**

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	85.00/hour
Cad Drafter - Survey Technician	60.00/hour
Secretary	35.00/hour

Sincerely,



Stephen K. Seeley, (for the firm)



& Associates, Inc.
CONSULTING ENGINEERS & SURVEYORS

CONSULTING ENGINEERS & SURVEYORS
www.FR-Aleman.com

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

March 07, 2017

Sharmin Siddique, P.E.

Senior Project Manager - Civil
Email: hssiddique@eacconsult.com

EAC Consulting, Inc.
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: Hollywood Water Main Replacement Project – 16-5137

SUBJECT: Price Proposal for Locating Services Revised

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 100 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.

Note .No work will take place on the follow locations; Johnson Ave between 56th Ave & SR 441.No work on SR 441. Work will take place in the following locations in the alley between SR 441 & 59 Terrace from Arthur to Taft, as well as on 57th Ave from Mc Kinley to Branch.

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

ITEM DESCRIPTION	RATE	QUANTITY	ITEM PRICE
Test Holes / Survey Included	\$300.00 / Per Hole	60 Holes	\$ 18,000.00
		Amount Due:	\$ 18,000.00

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

- \$ 300.00 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 March 27, 2017, 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.

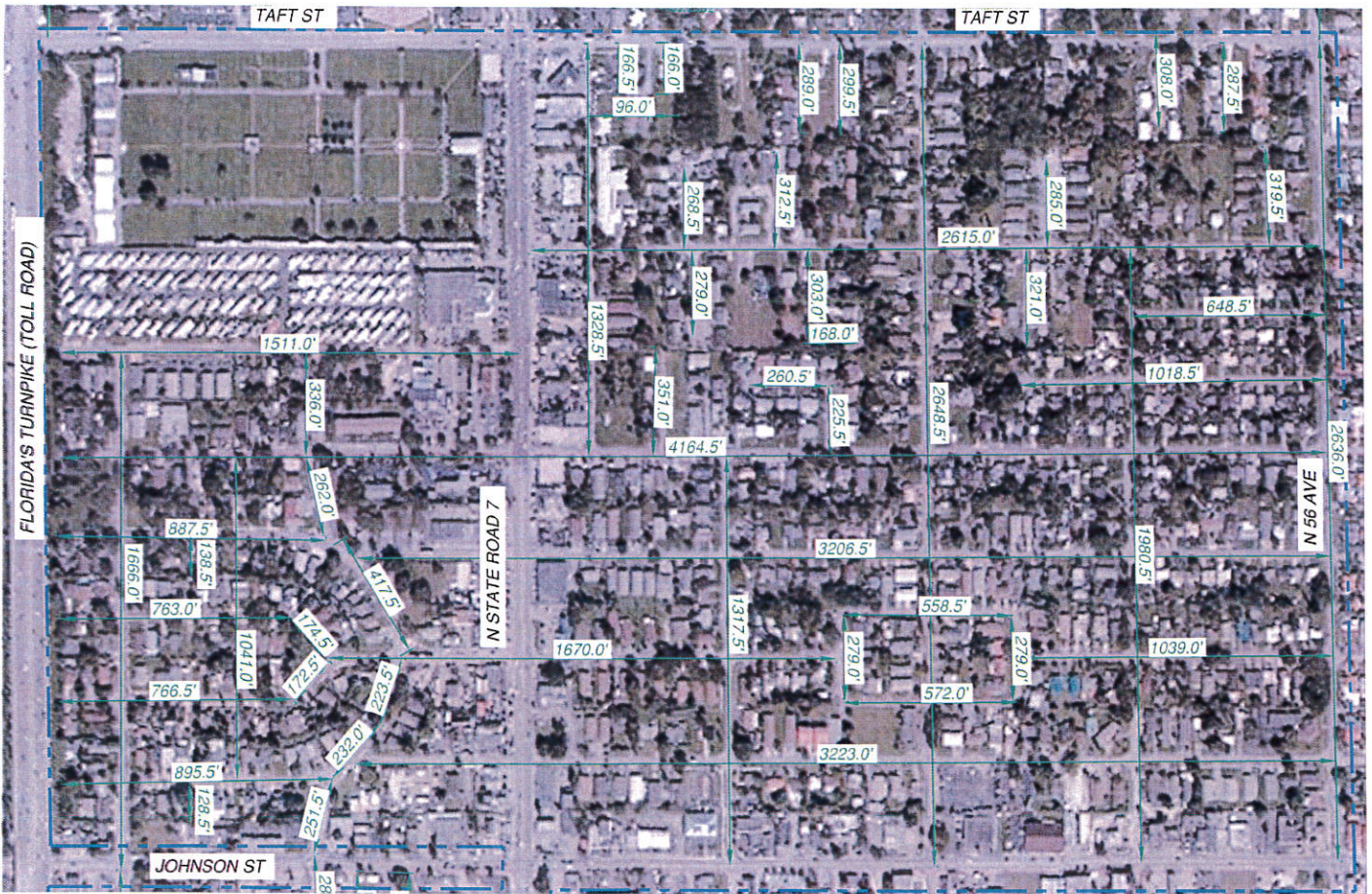
Very truly yours,



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

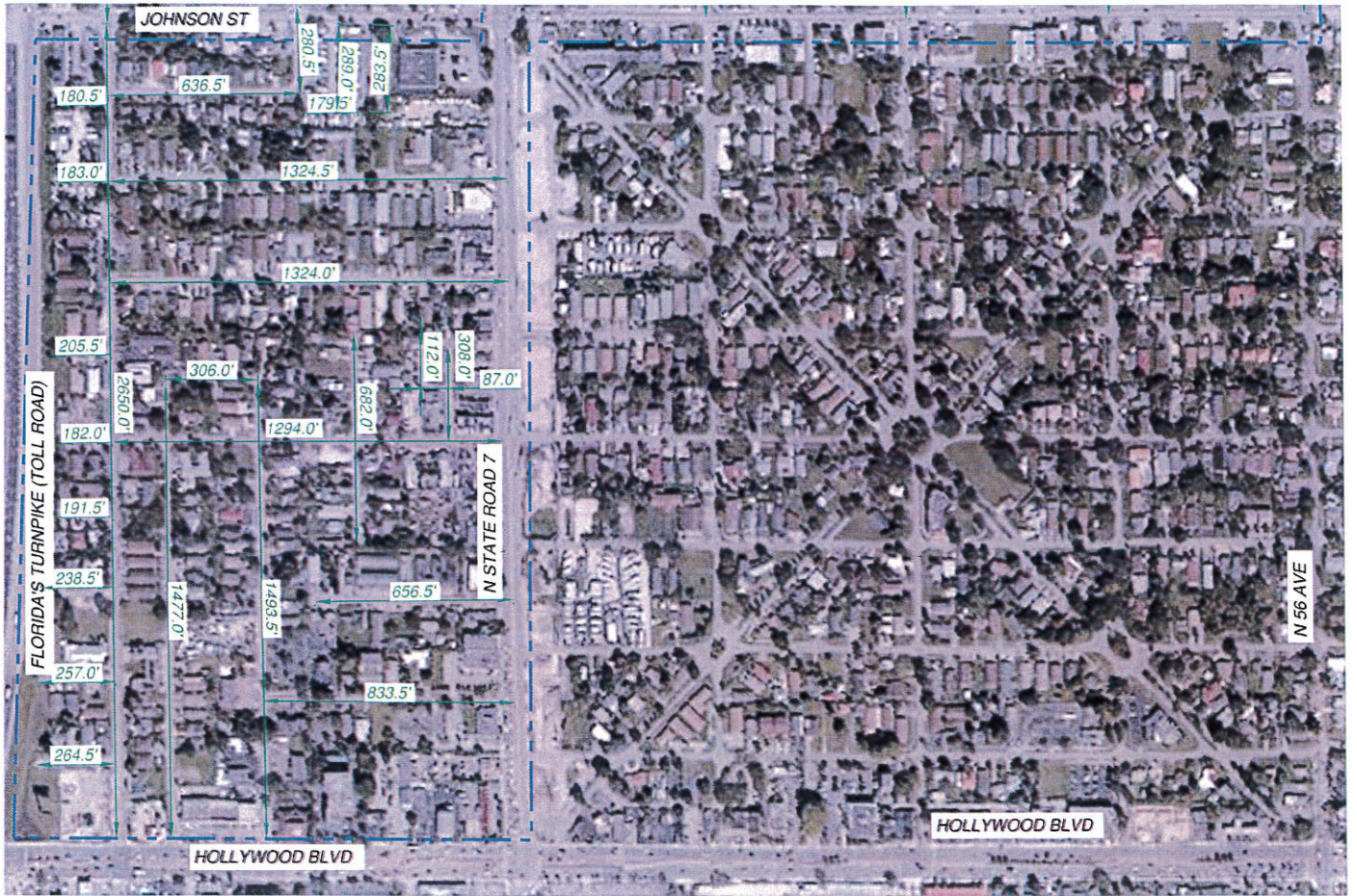
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<p>ACCEPTED AND AGREED: Client: E.A.C. CONSULTING, INC.</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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AREA 1: WM REPLACEMENT JOHNSON ST TO TAFT ST FROM FL TURNPIKE TO N 56 AVE

TOTAL LINEAR FEET = 43,775.00 LF



AREA 2: WM REPLACEMENT HOLLYWOOD BLVD TO JOHNSON ST FROM FL TURNPIKE TO N 56 AVE

TOTAL LINEAR FEET = 15,920.00 LF