

February 23, 2023

Juan José Figueroa, P.E.
City of Hollywood Department of Public Utilities
2600 Hollywood Blvd.
Hollywood, FL 33020

Re: Professional Engineering Consultant Services Design and Limited Construction Administration Services Sewer for Lift Stations N-07 And N-08 and Force main Canal Crossing (C-10)

Dear Mr. Figueroa:

EAC Consulting, Inc. (EAC) respectfully submits this fee proposal to the City of Hollywood Department of Public Utilities Professional Engineering to provide Professional Engineering Consultant Services Design and Limited Construction Administration Services for Sewer Lift Stations N-07 And N-08 and Force main Canal Crossing (C-10).

Project Understanding

The City of Hollywood selected EAC Consulting, Inc. (EAC) under RFQ-4727-22-OT, to provide professional engineering services that includes Pre-Design (Condition Assessment and a Basis of Design Report), Design, Permitting, Bidding and Construction Support services for the rehabilitation of sewer lift station N-07, replacement of sewer lift station N-08 and replacement of a small segment (approximately 135 LF) of 6-inch force main that is affixed to an existing bridge that crosses the C-10 canal (Refer to Figure 1 – Project Location)



Figure 1 – Project Location

Our services on this project will be supported by the following subconsultants:

- BellTower Consulting Group, LLC – Grant Management
- SE Archaeological Research, Inc. – Archaeological Study for Grant Compliance
- Smart-Sciences – Environmental Studies for Grant
- Premier Design Solutions, Inc. – Survey and SUE
- Hiller Electrical Engineering, Inc. – Electrical and Controls
- NV5, Inc. – Geotechnical
- MU Engineers – Structural Design
- GIT Consulting, Inc. – Sea Level Rise Expert

Project Background

The City of Hollywood Department of Public Utilities (City) operates and maintains sewer lift stations throughout the City. The City was awarded a Community Development Block Grant Mitigation (CDBG-MIT) to repair and harden two (2) lift stations N-07 and N-08. The project provides for the rehabilitation of Lift Station N-07 and the replacement of Lift Station N-08 including installation of permanent generators, lightning protection; and flood proofing up to the FEMA established 500-year flood level.

Existing Lift Station (LS) N-07 consists of a precast concrete wet well with two 25-HP submersible pumps and precast concrete vault that houses the discharge piping and valves. The main electric utility (FPL) service lateral is an underground to a pad mounted transformer. The electric service is 480V, 3-phase, 200-amp. The lift station does not have an onsite backup generator. Local control panels (LCPs) and Supervisory Control and Data Acquisition (SCADA) remote terminal units (RTUs) are located outside.

Existing Lift Station (LS) N-08 consists of a precast concrete wet well with two 5-HP self-priming, belt-driven pumps; both mounted in a shed on the top slab. A precast concrete vault houses the discharge piping and valves. The lift station has a decorative concrete wall. The electric service is underground to a disconnect near the movie theater in the shopping plaza. The City prefers to have the electrical service closer to the LS N-08. The main electrical service is 240V, 3-phase, 150-amp. The lift station does not have an onsite backup generator. Local control panels (LCPs) and SCADA remote terminal units (RTUs) are located outside.

Both LS N-07 and LS N-08 do not have onsite backup generators. The loss of power could result in sewage spills in violation of permit regulations, thereby threatening public health and endangering the environment. Backup generators will provide a means of fulfilling the City's commitment to provide safe, reliable, and continuous sanitary sewer and flood protection services to its residents and customers.

Lift station N-08 is located adjacent to the South Florida Water Management District's (SFWMD) C-10 canal. There is approximately 135 LF of 6-inch forcemain mounted to the side of an existing bridge that spans the C-10 canal. This bridge appears to be privately owned and its age is unknown at this time.

Task 1 – Project Management, Kickoff Meeting and Grant Management

Task 1.1 Project Management

EAC will provide Project Management and Administration services that will comprise of the following tasks:

- Contract administration, project coordination and monitoring.
- Document Control.
- Prepare and submit monthly invoices using the City's invoicing format.
- Monitor task budgets and project schedule.
- Perform quality assurance/quality control (QA/QC) activities.
- Prepare design, bidding, and construction schedules.

Task 1.2 Kickoff and other Meetings

- EAC will coordinate a project kick-off meeting within two (2) weeks after receiving notice-to-proceed. The purpose of this meeting is to initiate the project, which includes identifying project protocols, establishing coordination between EAC and the City staff, collection of all available relevant documents and existing data such as as-built drawings and GIS utility files from the City.
- In addition, EAC will also attend, up to twelve (12) monthly meetings during the design phase of the project to keep the City abreast of project progress and developments.

Task 1.3 Grant Management (BellTower Consulting Group, LLC)

- Provide CDBG Wage and Rate determination within 30 days of advertisement of bid for the project construction services, including Davis-Bacon review and Section 3 activities.
- Monitor and prepare all required reports, forms, etc. to ensure compliance with the Grant Agreement
- Preparation and submittal of quarterly status reports to the City for FDEO submission and respond to requests for additional information and clarification, as required in the Grant Agreement
- Prepare up to one grant modification.
- Complete Grant Closeout Package and submit to the City for FDEO submission.

Task 2 Preliminary Design Services

Task 2.1 Site Investigation, Data Collection, Record Research

The EAC team will perform the condition assessment of lift stations N-07 and N-08. EAC will visit the South Florida Water Management District C-10 canal crossing to examine the 6" force main aerial canal crossing attached to the bridge.

- If required, Archaeological, Historical and Cultural reconnaissance and surveys to include a desktop cultural resource summary report. Report to determine the likelihood of unrecorded cultural resources for each lift station site. The report is to comply with Federal and State reviewing agencies and FDEO Agreement No. IR038 requirements.
- Conduct a desktop environmental review of the project in accordance with the Grant Agreement.
- Determination of emergency generator power rating and size of the fuel tank.
- Coordinate with City maintenance staff for SCADA data and collect information on flows and connection pressures for each station.
- Determine location of power system and condition.
- Review existing records and data including but not limited to geographic information system (GIS) data, drawings, maps, and other documents relevant to the limits and scope of this project.
- Perform Subsurface Utility Exploration.
- Review existing records and data including but not limited to geographic information system (GIS) data, drawings, maps, and other documents that are provided by the City and relevant to the limits and scope of this project.
- Locate on-site utilities and contact utility companies for existing base maps.
- Visually inspect pump station sites for potential generator placement site and potential conflicts.
- Visually inspect the bridge-mounted force main and supports and provide recommendations for replacement.

Task 2.2 – Geotechnical Investigations (NV5, Inc.)

Geotechnical investigation services will include performing two (2) Standard Penetration Test (SPT) borings, each to a depth of 30 feet below the existing ground. One (1) SPT boring at lift stations N-07 and N-08. In addition, two SPT borings, each to a depth of 60 feet below the existing ground. One (1) SPT boring on the east side and one (1) SPT boring on the west side of the C-10 canal. 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. These borings are required for the design of lift stations N-07 and N-08 and the SFWMD C-10 Canal crossing.

Deliverables

One (1) hard copy of a signed and sealed geotechnical report and an electronic pdf file.

Task 2.3 – Topographic Survey (Premier Design Solutions, Inc.)

Topographic surveys for lift stations N-07 and N-08 shall include and identify the easements of record, right of ways, centerlines, above ground elements associated with underground utilities; manhole top and bottom elevation, manhole diameter, invert elevation of all connecting manhole pipes including diameter

and material; lift station diameter, top and bottom elevation, invert elevations of all wet well pipes including diameter and material, pump float level elevations and access hatch cover size; valve vault internal dimensions, top and bottom elevations, access hatch cover size, piping size and elevations.

Perform topographic survey of the existing bridge-mounted forced-main. Perform bathymetric survey cross sections of the SFWMD C- 10 Canal on the North and South side of the bridge.

Perform topographic survey of utilities identified through Sunshine State One Call of Florida and/or by the utility locate subconsultant.

Deliverables

One (1) hard copy signed and sealed topography survey and an electronic AutoCAD file. Four (4) hard copy signed and sealed legal descriptions and sketches for easement acquisition and an electronic AutoCAD file.

Task 2.4 – 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 their facilities located within the project's limits. EAC's Subconsultant, Hillers Electrical Engineering, Inc. shall coordinate with Florida Power and Light for available power and items needed for arc flash calculations.

Task 2.5 Basis of Design Report

The Basis of Design Report (BODR) will document the predesign efforts, provide design criteria, design flow calculations, and establish a conceptual layout for the project. EAC will coordinate with the City for comments and approval before initiating services on the Task 3 Design Services. EAC shall prepare draft and final BODR to document the condition assessment and evaluation results, upgrade alternatives, cost estimates, recommended alternative, conceptual layouts, and design criteria. The following shall be included in the BODR, as applicable:

- Determination of 500-year flood elevation.
- Civil – A site plan showing the operations and unit processes; 500-year flood elevation; approximate finish elevations of the pumping stations and sanitary manholes; codes, standards, and regulations; paving grading and drainage design criteria; erosion and sediment control best practices.
- Review of project implementation alternatives, including coordinating with permitting agencies and grant agencies.
- Process Mechanical – conceptual layouts; flows, capacity, pumps, valves, wet well, and piping design criteria; codes, standards, regulations; and materials of construction.
- Structural – codes, standards, regulations; design loads and other design criteria; and materials of construction.
- Instrumentation and Controls – P&IDs; control strategies; basis of design for instrumentation; and materials of construction.
- Electrical – single line diagrams; and transformers and generator design criteria.
- Preliminary construction sequence plan including temporary bypass required for project implementation.

Deliverables

One (1) electronic copy of the Basis of Design Report.

Task 2.6 – Subsurface Utility Engineering (Premier Design Solutions, Inc.)

Subsurface Utility Engineering services are required to verify (horizontally and vertically) the locations of conflicting utilities. Information regarding their size, depth of cover, material of construction, etc. will be

provide where feasible. An allowance of 15 test holes has been proposed for this task. The number and locations of these test holes, if required will be coordinated with the City and will require approval prior to engaging these services.

Deliverables

One electronic signed and sealed Subsurface Utility Engineering Report.

Task 3 – Design Services

Based on information received during the Pre-Design phase and the City's chosen alternative from the BODR, EAC will prepare 60%, 90% and 100% contract documents. EAC will submit contract documents 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 based on each submission. 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.

Civil Design Services (EAC)

- The Consultant shall prepare base mapping which includes elevations, utilities, right- of-way, easement, and other pertinent features.
- Mitigation components/elements for rising sea levels for the coastal and near-coastal sites up to 500-year flood level.
- Prepare preliminary and detailed design drawings and technical specifications for site improvements necessary to support access to and flood protection for wet wells, vaults, electrical panels, and generator and appurtenances.
- Prepare a demolition plan to include removals of existing concrete slabs, foundations, chain-link fencing, and other site features required to accommodate the proposed improvements.
- Prepare Erosion Control and Sedimentation Plans, Notes and Details in accordance with the NPDES Generic Permit for Storm water Discharge from Large and Small Construction Activities (Rule 62-621.300(4), F.A.C.).
- Prepare an engineer's opinion of probable construction costs for proposed improvements.
- Prepare Bid item descriptions.

Structural Design Services (MU Engineers, Inc.)

- Review signed and sealed geotechnical report with soil properties and foundation recommendations.
- Visually inspect all structures within the pump station sites and determine facility hardening requirements including raising the wet wells and vaults rims, structural repairs, and waterproofing the wet wells and vaults.
- Perform stability analysis (gravity and lateral loads) for the generator support or provide requirements for delegated engineer.
- Prepare structural system preliminary and detailed design drawings and technical specifications for generator support framing and foundation, structural repairs and upgrades, bridge mounted, or pile mounted force main support system, and appurtenances.
- Designate elements to be designed by a delegated engineer such as generator enclosure, generator stability analysis, steel stairs and railings (if required). Specify type of element and position within the structural system. Specify the structural design criteria for the delegate engineer's design. Specify required submittals from the delegated engineer for the design team review.
- Prepare preliminary and detailed design drawings and technical specifications.
- Prepare an engineer's opinion of probable construction costs for proposed improvements.
- Prepare Bid item descriptions.

Mechanical Design Services (EAC)

- Visually inspect all mechanical equipment within the pump station sites and determine upgrades and

rehabilitation and replacement requirements of the existing equipment, including but not limited to lift station pumps, valves, piping, access hatches, and the C-10 bridge-mounted force main.

- Perform hydraulic evaluation based on existing and future design flows at each pump station to determine the pumps and piping system improvements.
- Prepare preliminary and detailed design drawings and technical specifications for the pumps, piping, valves, piping support systems, bridge-mounted force main.
- Prepare an engineer's opinion of probable construction costs for proposed improvements.
- Prepare Bid item descriptions.

Electrical and Instrumentation Design services (Hillers, Electrical Engineering, Inc.)

- Proposed facility upgrades will be provided in conformance with NFPA 820 and all other applicable code requirements.
- Prepare preliminary and detailed design drawings and technical specifications for electrical system upgrades and controls design for new control panels, transformers, conduits and wiring, and all ancillary electrical equipment, as required for successful operation of the pump station.
- Prepare preliminary and detailed design drawings and technical specifications for electrical and controls design to add generators for the lift stations. Coordination of generator signals to existing remote telemetry communication equipment.
- Coordination with electric utility (FP&L) for changes and additions to standby power, before the project bid is advertised.
- Changes to main disconnect and automatic transfer system (ATS).
- Upgrades to grounding and lightning arrestor systems.
- Ancillary electrical components including lighting.
- Permanent standby power generator(s) and fuel systems with minimum fuel capacity for 72 hours.
- Sound attenuated enclosure (73dBA @ 21') and critical muffler. Design shall comply with City Ordinance Title IX Chapter 100: Noise.
- Prepare drawings for permit and construction bid submittal, with diagrams and details for electrical and controls components.
- Telemetry to each lift station is assumed to be in place. Design will be based and coordinated around existing City telemetry system.
- Arc flash Study shall be performed prior to startup per NFPA 70E. Study shall encompass new equipment to the ATS level. Existing equipment downstream of ATS will not be part of this study unless requested and can be performed at an additional cost. Labels are included with the study to be installed on equipment.
- Prepare preliminary and detailed design drawings and technical specifications.
- Prepare an engineer's opinion of probable construction costs for proposed improvements.
- Prepare Bid item descriptions.

Task 3.1 – 60% Design Milestone

Consultant shall create a 60% preliminary design package prepared by a Professional Engineer (PE) licensed in the State of Florida, including engineering drawings, specifications, construction cost estimate, surveys, and any other reports, documents, or information relevant to this project and meet all local current hurricane code ratings, local codes and building codes.

60% Design Deliverables:

One (1) electronic copy of the following:

- 60% Construction Plans.
- 60% Construction Specifications.
- 60% Cost Estimate.

Task 3.2 – 90% Design Milestone

Consultant shall create a full 90% preliminary design package prepared by a Professional Engineer (PE) licensed in the State of Florida, including engineering drawings, specifications, construction cost estimate, surveys, and any other reports, documents, or information relevant to this project and meet all local current hurricane code ratings, local codes and building codes.

90% Design Deliverables:

One (1) electronic copy of the following:

- 90% Construction Plans (11" x 17").
- 90% Construction Specifications.
- 90% Cost Estimate.

Task 3.3 – 100% Design Milestone

Consultant shall create a full 100% design package(s), signed, and sealed by a Professional Engineer (PE) licensed in the State of Florida, including engineering drawings, specifications, construction cost estimate, surveys, and any other reports, documents, or information relevant to this project and meet all local current hurricane code ratings, local codes and building codes.

100% Design Deliverables:

Two (2) hard copies and one (1) electronic copy of the following:

- 100% Construction Plans (11" x 17").
- 100% Construction Specifications.
- 100% Cost Estimate.

Task 4.0 – Permitting and Approvals

Apply for and obtain all required permits. Including but not limited to City of Hollywood Building Department and Broward County Environmental Protection and Growth Management.

Assumption: The City will pay all permit fees directly to the permitting agencies. No resources have been included in this proposal to pay for permit review or application fees.

Permitting Deliverables:

Applicable design related permits and approvals.

Task 5.0 – Limited Bid and Award Support Services

Bid Services

- The City will be solely responsible for the bidding and contract award processes.
- EAC will be responsible for preparing the Scope of Bids, the Bid Schedule specification sections, and the technical specifications.
- The City will be solely responsible for preparing the front-end documents and specifications and putting together the bid documents including the plans and information provided by EAC as referenced above.
- EAC shall provide bidding assistance which includes responses to questions from potential bidders, attending the pre-bid meeting and job walk, assisting with preparation of addenda (up to 3 addenda).
- EAC will prepare a conformed set of bid documents that includes information from addenda issued during the bid period.

Deliverables:

- One (1) set of final construction contract documents in pdf format, which will include plans, technical specifications, and a bid proposal form (summary of quantities) for the City to reproduce and include

in its bid documents.

- One (1) conformed set of bid documents incorporating any addenda issued during the bid period.

Award Support Services

EAC will perform a bid analysis on the top ranked bidders and recommend the lowest responsive and responsible bidder based on information provided on the bid form only. It will be the City's responsibility to ensure that the bids meet the procurement requirements administratively. It is also the City's responsibility to select a contractor that best represents its own interest. Should the City decide to accept EAC's recommendation, it shall be the City's responsibility to ensure that its final selection meets the City's procurement code and standards.

Deliverables:

Bid memorandum to City that recommends the lowest responsive and responsible bidder.

Task 6 - Limited Construction Administration Services

- Attend pre-construction meeting.
- Provide submittals list, review submittals and shop drawings.
- Respond to contractor's request for information (RFI) related to plans and specifications.
- Attend monthly construction progress meetings (up to 12 meetings total)
- Conduct site visits during construction at appropriate stages and preparation of site visit reports (combined total for N-07 and N-08 and the C-10 Canal crossing)
 - Monthly civil site and mechanical inspections and reports (up to 12 total)
 - Electrical and instrumentation inspections and reports (up to 8 total)
 - Structural inspections and reports (up to 6 total)
- Participate in equipment startup inspections and reports.
- Participate in the final inspection to verify that the construction work is complete.
- Review certified as-builts transmitted by the City's contractor and prepared and certified by a professional surveyor and mapper and prepare digital record (as-builts) drawings, if required.
- Manage Project Closeout - Engineer's Certification of Completion and permit certifications (note Grant closeout is included in Task 1.3)

Deliverables:

Applicable construction related electronic inspection reports and record drawings.

City's Responsibilities

1. The City shall provide EAC with all as-built information on pump stations N-07 and N-08.
2. The City shall provide EAC with all as-built information on the 6-inch forcemain that crosses the C-10 canal (attached to the bridge).
3. The City shall provide EAC with one year of SCADA information on pump stations N-07 and N-08.
4. The City shall provide EAC pressures and flows from their hydraulic model for average day and peak flow conditions.
5. The City shall provide EAC with GIS atlas maps that include the N-07 and N-08 collection basins including any force mains discharging to N-07 and N-08 gravity basins.
6. The City shall provide its standard peaking factor for pump station design and the population data of the basin served.
7. The City shall provide EAC with information on any new future developments planned within the N-07 and N-08 collection basins.

Proposals Assumptions and Exclusions

The scope of services assumes that:

1. This proposal assumes that the rehabilitation and replacement of lift stations N-07 and N-08 will occur in their current location.
2. This proposal includes either replacement of the C-10 force main canal crossing or a directional drill of the C-10 canal if the geometry and rights-of-way are acceptable.
3. This proposal excludes the option of 6-inch force main on independent pilings.
4. This proposal assumes that the existing bridge can support the new 6-inch force main.
5. Maintenance of Traffic (MOT) plans will be the contractor's responsibility, and this will be reflected in the construction documents. MOT is not included in this scope of work.
6. Permit/Approval fees when required would be provided to EAC by the City of Hollywood.
7. Bid and Award services assumes that an award will be made to one (1) contractor.
8. Utilities shown on the plans will be as identified through Sunshine State One Call of Florida.
9. Limited public involvement services, community outreach services are included in this scope of services. EAC's will prepare exhibits and attend one (1) community meeting hosted by the City.
10. No drainage, hardscaping, sidewalk improvements or signalization design services are included in this proposal.
11. This project's scope of service does not include services related to Construction Administration, 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.
12. Environmental assumptions included in the Smart Sciences subconsultant scope of services which is attached are made part of EAC's proposal.
13. Cultural Resource surveys services are included in scope of services as required by the grant. The proposal assumes no archaeological findings of significance.
14. No Orthophotography or Photogrammetry Surveys are included in scope of services.
15. No drainage and storm water management design and permitting or environmental resource analyses is included in this scope of services. EAC's design will be coordinated with the existing storm drainage system.
16. Front end documents for the bid package will be the responsibility of the City of West Hollywood.
17. Preparation of pump station bypass plans to maintain the existing system in an operational state during construction will be assigned to the Contractor through the technical specifications and reviewed in the shop drawing process.
18. The City of Hollywood shall monitor and photograph the construction activities and report any deficiencies to EAC.
19. During construction, EAC will attend meetings as necessary, however the City will be responsibility to prepare and distribute meeting minutes.
20. The City will be responsible analyzing, negotiating and processing all change orders received from its selected contractor.
21. The City will be responsible for reviewing, negotiating and approving its selected contractor's monthly pay applications.
22. The City will be responsible for determining substantial, final completion and final acceptance of the project.
23. Limited construction services are based upon 12 months construction plus 2 months for closeout and punch list for a total of 14 months.

Anticipated Sheet Count

Sheet Name	No. of Sheets
Cover Sheet	1
General Notes	4
Construction Notes	4
Index Sheet	2
Key Maps	2
Lift Station Demolition	2
Lift Station Civil	2
Lift Station Mechanical	4
Lift Station Structural	2
Lift Station Electrical and Instrumentation	11
C-10 Canal Crossing Plan, Profiles and details	4
Lift Station and Sanitary Sewer Details	4
Miscellaneous Detail Sheets	4
Total Sheets Count	46

Anticipated Design Schedule

Tasks	Time per Item	Total Time
Task 1.1 – Project Management	Project Duration	26 months
Task 1.2 - Kickoff Meeting	NTP + 1 weeks	1 week
Task 1.3 - Grant Management	Project Duration	26 months
Task 2.1 - Site Investigation, Data Collection, Record Research	NTP + 3 months	3 months
Task 2.2 - Geotechnical Investigations	NTP + 3 months	3 months
Task 2.3 - Topographic Survey	NTP + 3 months	3 months
Task 2.4 - Utility Coordination	NTP + 3 months	3 months
Task 2.5 - Basis of Design Report	NTP + 4 months	4 months
Task 2.6 - Subsurface Utility Engineering	Task 2.5 + 3 months	7 months
Task 3.1 - 60% Design Documents	Task 2.5 + 2 months	6 months
Task 3.2 - 90% Design Documents	Task 3.1 + 2 months	8 months
Task 3.3 - 100% Design Documents	Task 3.2 + 1 months	9 months
Task 4 - Permitting and Approvals	Task 3.2 + 3 months	11 months
Task 5 - Limited Bid and Award Support Services	Task 3.3 + 3 months	14 months
Task 6 - Limited Construction Administration Services	12 Months + 2 months closeout	28 months
Total Duration	28 months	

Design schedule assumes the following:

Each submittal to the City will be reviewed and returned to EAC within 2 weeks.

Compensation

Lump Sum fee of \$513,839.62 plus reimbursable expenses of \$1,350.00 for a total amount of \$515,189.62.

Schedule of Fees (see attached spreadsheet for fee breakdown)

We look forward to providing services to the City of Hollywood. Please feel free to contact me for any questions or clarifications regarding this fee proposal.

Sincerely,
EAC Consulting, Inc.

A handwritten signature in blue ink that reads "Stephen McGrew". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Stephen McGrew, P.E., PMP, DBIA
Senior Project Manager

cc: File
Huntley Higgins, P.E., PMP – (EAC)

City of Hollywood Utilities Department
Contract for Professional Engineering Consulting Services - Sewer Lift Station N-07 & N-08 and SFWMD C-10 Canal Crossing
EAC Consulting, Inc.

BUDGET SUMMARY FOR FIRM													
Task Number	Task Description	Principal/Quality Manager	Project Manager	Senior Engineer	Project Engineer	Project Designer	Engineering Intern	Senior CADD Technician	Administrative/ Clerical	PRIME TOTALS			
										Total Hours	Total Labor	Total Expenses	Total Labor and Expenses
	Raw Rate (Rounded to Nearest Dollar)>	\$ 117.19	\$ 90.00	\$ 66.00	\$ 50.63	\$ 36.06	\$ 31.25	\$ 34.69	\$ 32.82				
	Multiplier >	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00				
	Rounded Bill Rate	351.57	270.00	198.00	151.89	108.18	93.75	104.07	98.46				
TASK 1	PROJECT MANAGEMENT, KICKOFF MEETING AND GRANT MANAGEMENT												
	1.1 – Project Management	0	62	0	0	0	0	0	0	62	\$ 16,740.00	\$ -	\$ 16,740.00
	1.2 - Kickoff Meeting	0	4	4	4	8	0	0	0	20	\$ 3,345.00		\$ 3,345.00
	1.3 - Grant Management	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -
	Task 1 - Subtotal	0	66	4	4	8	0	0	0	82	\$ 20,085.00	\$ -	\$ 20,085.00
											\$ -		
TASK 2	PRELIMINARY DESIGN SERVICES												
	2.1 - Site Investigation, Data Collection, Record Research	0	2	8	16	0	0	0	0	26	\$ 4,554.24		\$ 4,554.24
	2.2 - Geotechnical Investigations	0	2	2	0	4	4	0	0	12	\$ 1,743.72	\$ -	\$ 1,743.72
	2.3 - Topographic Survey	0	2	0	0	8	8	0	0	18	\$ 2,155.44	\$ -	\$ 2,155.44
	2.4 - Utility Coordination	0	0	0	2	12	0	0	0	14	\$ 1,601.94	\$ -	\$ 1,601.94
	2.5 - Basis of Design Report	8	28	72	100	0	0	16	48	272	\$ 46,208.76		\$ 46,208.76
	2.6 - Subsurface Utility Engineering	0	2	4	0	24	0	0	0	30	\$ 3,928.32	\$ -	\$ 3,928.32
	Task 2 - Subtotal	8	36	86	118	48	12	16	48	372	\$ 60,192.42	\$ -	\$ 60,192.42
TASK 3	DESIGN												
	3.1 - 60% Design Documents	4	16	40	56	208	0	80	4	408	\$ 53,373.00	\$ 450.00	\$ 53,823.00
	3.2 - 90% Design Documents	4	8	40	48	48	0	12	4	164	\$ 25,612.32	\$ 450.00	\$ 26,062.32
	3.3 - 100% Design Documents	2	8	32	24	24	0	0	4	80	\$ 15,834.66	\$ 450.00	\$ 16,284.66
	Task 3 - Subtotal	10	32	112	128	280	0	92	12	652	\$ 94,819.98	\$ 1,350.00	\$ 96,169.98
TASK 4	PERMITTING AND APPROVALS												
	4.0 -Permitting and Approvals	0	6	12	80	0	40	40	4	182	\$ 24,453.84		\$ 24,453.84
	Total Task 4	0	6	12	80	0	40	40	4	182	\$ 24,453.84	\$ -	\$ 24,453.84
TASK 5	LIMITED BID AND AWARD SERVICES												
	5.0 Limited Bid and Award Support Services	2	4	16	32	0	40	48	0	142	\$ 18,556.98		\$ 18,556.98
	Total Task 5	2	4	16	32	0	40	48	0	142	\$ 18,556.98	\$ -	\$ 18,556.98
Task 1-5	EAC Labor Hours (Tasks 1 to5)	20	144	230	362	336	92	196	64	1430	\$ 218,108.22	\$ 1,350.00	\$ 219,458.22
	<u>Sub-Consultants</u>												
	Premier Design Solutions, Inc. (survey)										\$ 42,225.00	\$ -	\$ 42,225.00
	Hillers Electrical Engineering, Inc. (design thru bidding)										\$ 33,242.00	\$ -	\$ 33,242.00
	SE Archaeological Research, Inc.										\$ 10,253.75	\$ -	\$ 10,253.75
	Smart Sciences, Inc. (Lift Stations N-07 & N-08 with no CEST)										\$ 15,000.00	\$ -	\$ 15,000.00
	Smart Sciences, Inc. (C-10 Crossing - Option 1 Pipe Attached to Bridge)										\$ 29,950.00	\$ -	\$ 29,950.00
	GIT Consulting, Inc. (Flood Consultant)										\$ 5,280.00	\$ -	\$ 5,280.00

	NV5 (Geotech)										\$ 10,500.00	\$ -	\$ 10,500.00
	Belltower (grant planning and setup)										\$ 5,500.00		\$ 5,500.00
	Belltower (1/2 of monthly grant compliance)										\$ 19,950.00	\$ -	\$ 19,950.00
	MU Engineers (structural design)										\$ 32,000.00	\$ -	\$ 32,000.00
	TOTAL TASKS 1 to 5										\$ 422,008.97	\$ 1,350.00	\$ 423,358.97
TASK 6	LIMITED CONSTRUCTION ADMINISTRATIVE SERVICES												
	Meetings (14 total)			30	24				42				
	Shop Drawing Review				20								
	Requests for Information/Change Orders		3	12									
	Field Inspections (1 per month before meetings)				14								
	Startup and Testing				16								
	Substantial Completion and Punch List				4								
	Final Inspection				3								
	Permit certifications		2	8									
	Record Drawings and Closeout			2	4	16							
	EAC Labor Hours Task 6	0	7	74	97	0	0	0	42	220	\$ 35,410.65		\$ 35,410.65
	Sub-Consultants												
	Hillers Electrical Engineering, Inc. (construction services with no meetings)										\$ 25,020.00	\$ -	\$ 25,020.00
	Belltower (1/2 of monthly grant compliance)										\$ 19,950.00		\$ 19,950.00
	Belltower (grant closeout)										\$ 5,050.00	\$ -	\$ 5,050.00
	MU Engineers (Construction 4 days inspector + 2 days Project Engineer)										\$ 6,400.00	\$ -	\$ 6,400.00
	TOTAL TASK 6										\$ 91,830.65	\$ -	\$ 91,830.65
	TOTAL PROJECT TASKS 1 TO 6										\$ 513,839.62	\$ 1,350.00	\$ 515,189.62
	(EAC Task 1-6) Labor Subtotal Hours	20	151	304	459	336	92	196	106	1650			
	Labor Raw Costs	\$ 2,343.80	\$ 13,590.00	\$ 20,064.00	\$ 23,239.17	\$ 12,116.16	\$ 2,875.00	\$ 6,799.24	\$ 3,478.92		\$ 84,506.29		
	EAC Labor (Bill Rate * Labor Subtotal Hours Task 1-6)	\$ 7,031.40	\$ 40,770.00	\$ 60,192.00	\$ 69,717.51	\$ 36,348.48	\$ 8,625.00	\$ 20,397.72	\$ 10,436.76		\$ 253,518.87	\$ 1,350.00	\$ 254,868.87



Project Proposal

BellTower Consulting Group, LLC assists EAC in completing the scope of services listed under the "Project Implementation" component of the City of Hollywood, Florida RFQ-4727-22OT.

Scope of Work (28 Month Period of Performance)

Post-Award services include, but are not limited to:

- a. Provide professional services to the City for technical assistance and program management (grant tracking, Davis-Bacon's review, Section 3 activities).
- b. Conduct an analysis of current grant management policies and procedures, and create a post-award checklist and timeline based on grant agreement
- c. Provide grant reporting following Attachment G of the DEO agreement, to include completing the quarterly progress report, contract and subcontract activity form, Section 3 Summary Report, and Request for Reimbursements
- d. Project Closeout, Engineer's Certification of Completion, Grant Closeout Package Completed and Submitted to City and FDEO.

Additional tasks may include staff training, policy and procedure development and preparation for funding agency monitoring visits. *In the event that the City requires a contract modification request, BellTower facilitate the negotiation of the contract amendment. This task is not included in the fee provided along with this scope of work.*

Proposed Team for City of Hollywood



Principal Consultant: Ms. LaKeesha Morris-Moreau, MSW, GPC is the President and CEO of Bell Tower Consulting Group. LaKeesha brings more than 20 years of grant research and writing expertise. She knows how to overcome challenges such as limited resources and financial constraints to deliver high-quality, cost-effective grant services. She is especially skilled at creating value through community support and strategic

partnerships between intergovernmental agencies.



In 2016, LaKeesha earned the Grant Professional Certified (GPC) credential from the highly regarded Grant Professional Certification Institute. The GPC is the only professional credential for individuals working in the grants field to be recognized by the National Commission for Certifying Agencies. It's a clear mark of her experience, dedication, and success in the field. LaKeesha is Vice President of the Grant Professional Association South Florida Chapter and Exam Administration Chair of the National Board of Directors of the Grant Professionals Certification Institute. She is also a member of the International City/County Management Association, which allows her to remain aware of the best practices of public administration. In addition, she conducts workshops on a regional and national level on grantmaking and grant management.



Contract Compliance Specialist: Regina Sandilands, MS, has over 20 years of experience in special project administration and diversity workforce development. Regina excels in working with governmental entities to develop and execute programs that foster economic growth. She assists small and large firms and government agencies with providing opportunities within the construction industry. Additionally, she is experienced in developing and implementing employment opportunity plans for small businesses, minority or women-owned businesses, disadvantaged businesses, Section 3, Davis-Bacon compliance, and local workforces. Her extensive knowledge base, years of experience, and commitment to meeting federal contracting standards while empowering small and minority businesses make her an asset to clients and the greater community.



Grant Manager/Administrative Support: Ms. Melissa Albury, BBA, has over 25 years of experience assisting businesses in program management and identifying opportunities to increase efficiency. Melissa has worked on several federal contracts for private for-profit businesses and local governments. Melissa assists the team in organizing required documents, proofreading, following up on checklist items, post-award reporting, and ensuring that the entire team is meeting project deadlines.

Planning Phase (30-60 Days/2 Months)

Tasks Include: Create post-award checklist and timeline based on grant agreement; Meet with key personnel to and assess the current status of each deliverable and available resources; Collect and review existing policies and procedures for federal compliance.

Position	Hourly Rate	Avg. Hours/ Month	# of Months	Total Cost Per Month
Principal Consultant/Senior	\$150.00	10	2	\$3,000.00
Federal Contract Compliance	\$145.00	5	2	\$1,450.00
Grant Manager	\$75.00	0	2	\$0.00
Clerical	\$60.00	5	2	\$600.00
Total Estimated Cost				\$5,050.00

Grant Management and Coordination Phase (30 Months)

Tasks include monthly collection and analysis of Sec 3 Document for compliance, quarterly progress reporting, quarterly reimbursement requests, annual compliance certification and reporting, as required by the FDEO Contract. Reporting occurs at each phase, from procurement to completion. This also includes proactively monitoring the project's progress and ensuring that procurement and construction contractors and subcontractors comply with federal requirements. Federal compliance tasks may include site visits and attending in-person or virtual project update meetings.

Position	Hourly Rate	Avg. Hours/ Month	# of Months	Total Cost Per Month
Principal Consultant/Senior	\$150.00	3	28	\$12,600.00
Federal Contract Compliance	\$145.00	3	28	\$12,180.00
Grant Manager	\$75.00	4	28	\$8,400.00
Clerical	\$60.00	4	28	\$6,720.00
Total Estimated Cost				\$39,900.00

Grant Closeout Phase Upon Completion of Construction (30-60 days/2 months)

Tasks Include collecting and submitting reimbursement requests (invoices, proof of payment/canceled checks) and backup documentation (engineers' certifications, photographs, etc.) as requested by FDEO. Review and organize grant file for fiscal and programmatic auditing by the funding agency.


Position	Hourly Rate	Avg. Hours/ Month	# of Months	Total Cost Per Month
Principal Consultant/Senior	\$150.00	5	2	\$1,500.00
Federal Contract Compliance	\$145.00	5	2	\$1,450.00
Grant Manager	\$75.00	10	2	\$1,500.00
Clerical	\$60.00	5	2	\$600.00
Total Estimated Cost				\$5,050.00

PRICE PROPOSAL				
CITY OF HOLLYWOOD LIFT STATION REPLACEMENT PROJECT				
BROWARD COUNTY, FLORIDA				
SEARCH PROPOSAL		V022-056	TERMS	Valid for 90 Days
SUBMITTED		23 February 2023		Client Approval Required
SUBMITTED TO		Stephen McGrew, P.E., PMP, DBIA Sr. Project Manager EAC Consulting, Inc. 1601 Belvedere Road, Suite S-205 West Palm Beach, FL 33416 smcgrew@eacconsult.com		FROM Mechelle Kerns, PhD, PMP, RPA Assistant Project Manager SEARCH Florida - Key Largo Station mechelle.kerns@searchinc.com 754-206-1628
SCOPE & PRICE		<p>Task 1: Cultural Resources Research, Survey, and Reporting for Lift Station sites N-07 and N-08 and an associated segment of the C-10 Canal in Hollywood, Florida.</p> <ul style="list-style-type: none">The APE will be limited to the footprint of disturbance for the new infrastructure.A site visit to include<ul style="list-style-type: none">Data collection via reconnaissance survey<ul style="list-style-type: none">No archaeological testing will occur as APE is covered in impervious surface: no artifacts will be recovered.The fieldwork will consist of pedestrian survey to be completed by a team of two cultural resources professionals in one site visit.Cultural Resources Assessment Report (CRAS) to document historic resources associated with Lift Station sites N-07 and N-08, and the segment of the C-10 canal within the project footprint.<ul style="list-style-type: none">Records research, historical context, and result of the fieldwork.FMSF forms and related documents as requiredElectronic draft & final reportFinal hard copies upon request		
		\$10,253.75	TOTAL PRICE	
PRICING NOTES		<ul style="list-style-type: none">This price is valid for 90 days.This is a Lump Sum, Fixed Firm Price and will be invoiced upon Milestone completion.Total estimated price may be exceeded if project parameters change.SEARCH’s standard pricing assumptions are attached.		
PROJECT NOTES		<ul style="list-style-type: none">Project area is limited to 3 established locations; Lift Stations N-07 and N-08 and the associated segment of C-10 Canal.No significant findings are anticipated.Report will comply with Federal and State reviewing agencies and FDEO Agreement No. IR038 requirements.Period of Performance is 6 months to commence upon contract execution.		

We appreciate your review and consideration of this proposal. Contact me directly with questions or requests for information regarding this submission. If you accept this proposal, please email me with a signed purchase order. On behalf of the SEARCH team, thank you for the opportunity to work with you.

Sincerely,

Mechelle Kerns, PhD, PMP, RPA



Assistant Project Manager



Attachment 1: Standard Pricing Assumptions

SEARCH's proposed price was developed under the following standard assumptions and the project-specific parameters noted within the proposal. Changed or untrue conditions that impact project scope will be brought to the Client's attention.

1.0 GENERAL	
1.1 Changes	There will be no changes to the Project area, scope of services, schedule, travel, or the sequencing of tasks.
1.2 Force Majeure	There will be no impacts to the Project as a result of circumstances beyond the control of SEARCH, including but not limited to weather, pandemic, and emergencies or crises, government shutdown, and disruptions to the project related to COVID-19.
1.3 Data Quality	Project information delivered to SEARCH will be accurate, timely, organized, and will not require conversion, correction, or the purchase of new software or equipment.
2.0 HEALTH, SAFETY, AND ENVIRONMENT	
2.1 Notification	The Client will immediately notify SEARCH of any hazardous conditions on the Project. Upon notification, SEARCH will review and inform Client of any Project impacts, including but not limited to, Scope, Schedule, and Budget.
2.2 Chemicals	Chemicals listed on the EPA Consolidated list of chemicals, subject to the Emergency Planning and Community Right-to-Know Act (EPCRA), or the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) are not present on the Project.
2.3 Specialized Measures	No specialized testing, equipment, certification, personal protective equipment (PPE), vehicle requirements, training, or emergency services are required.
2.4 Stop Work Authority	SEARCH may suspend, redirect, or terminate work if it is determined that a potentially hazardous or unsafe condition exists.
2.5 Vehicle Proximity	Staff will be able to stay within a safe proximity to a vehicle for emergency support.
2.6 UXO	There is no Unexploded Ordnance (UXO), nor a risk of UXO on the Project, and SEARCH will not be responsible for conducting a UXO detection survey.
2.7 Hunting & Shooting	There is no hunting, illicit hunting, or shooting on or adjacent to the Project.
2.8 Illegal Activity	There is no illegal activity on or adjacent to the Project.
2.9 Opposition	There are no hostile persons including but not limited to opposition groups, landowners, or neighbors that will engage or threaten SEARCH on the Project, including after work hours.
2.10 Security/Surveillance	Site security, protective measures, or police officers will not be required.
2.11 COVID-19	Regulations, restrictions, advisories, protocols, or best practices issued by the government, Client, landowner, or project stakeholder will not affect the Project.
3.0 FIELD	
3.1 Access	The Client will secure landowner and all necessary stakeholder permission for SEARCH to access the Project and will supply SEARCH with the authorization in advance of fieldwork.
3.2 Keys/Codes	The Client will provide gate keys and security codes to access the Project in advance of fieldwork.
3.3 Sequential Access	SEARCH will receive sequential access to the Project.
3.4 Accessibility	The Project will be accessible and will not require clearing of vegetation, crossing of water bodies, use of equipment other than hand shovels, or have other access obstacles. There are no specialized vehicle requirements to access the Project site, and there will be proximate and direct ingress and egress to the Project.
3.5 Known Data	The Client will provide SEARCH with knowledge of suspected or unrecorded cultural resources and/or historical events that are known to the Client to be on, adjacent to, or relevant to the Project.
3.6 Buried Utilities	Unless otherwise stated in the proposal, buried utilities will be clearly marked by the Client prior to fieldwork; SEARCH will not be required to coordinate with buried utility location contractors.
3.7 Deep Testing	No deep testing or trenching will be conducted.
3.8 Delineation	Delineation of archaeological sites will comprise no more than 10% of the fieldwork effort and will not extend outside the Project boundaries.
3.9 Field Expectations	The level of effort, number of cultural resources, and artifact quantities proposed will not be exceeded.
3.10 Artifacts	The artifacts and samples can be inventoried, processed, analyzed, and reported within the allotted laboratory labor hours, as scheduled.
3.11 Burials	Unless otherwise stated in the proposal, no burials, cemeteries, unmarked graves, grave goods, or skeletal remains are on the Project.
3.12 Archaeological Monitoring	A minimum 24 hours' notice is given per call out. Unless otherwise stated in the proposal, the workday includes travel time to a location, and a minimum eight (8) hours is charged per call-out day.
4.0 TRAVEL	
4.1 Lodging	Suitable overnight accommodations will be available within reasonable proximity to the Project.
4.2 Transportation	Proposed modes of transportation (rental, flight, POV, etc.) will be available at the time of booking.
4.3 Bookings	Travel bookings will not exceed the proposed cost.
5.0 REPORTING	
5.1 Cut-off Date	The date of the proposal serves as the cut-off date for the consideration of new research, methods, reports, theories, laws, regulations, guidelines, policies, etc.
5.2 Comments	Comments will be provided via one round of review by the Client and each agency prior to the final deliverable. Comments are expected to: (1) offer clear direction of changes requested; (2) be non-contradictory between reviewers and with previous guidance; (3) not request information or action outside the scope of services; (4) not request substantial reworking of the deliverable; and (5) be delivered within 30 calendar days of draft submission.
5.3 Digital	Unless otherwise stated in the proposal, Project deliverables will be digital.
6.0 EXCLUSIONS	
6.1 Additional Services	Additional services or products, such as out-of-scope fieldwork, special analysis or tests, subcontractor services, travel, meetings, consultations, media communications, public outreach, deliverables, reports, other direct costs, fees, tariffs, insurance, or labor requested from a Tribe, Agency, Landowner, Stakeholder, Government, or Client are not included in this Project.
6.2 Curation	The cost to prepare, insure, deliver, and curate the artifact collection at an appropriate repository is not included in this Project.

City of Hollywood Lift Stations N-07, N-08, and C-10 Force Main Crossing – Environmental Permitting and HUD Environmental Review Scope.

These scopes only pertain to the two lift station locations and the canal crossing and do not include environmental permitting or the HUD environmental review for other offsite improvements.

Please see the proposal text for the anticipated environmental permitting services per the RFQ and the conference call between EAC and Smart-Sciences on January 17, 2023. For the force main aerial crossing, there are three design options discussed. Several tasks and assumptions overlap between them; however, each design option's scope was prepared assuming only one is selected. Therefore, consolidation of overlapping tasks is not possible.

Lift Stations N-07 and N-08 Permitting

As the two lift stations are in developed uplands, environmental permitting is not anticipated. Any potential permits needed for these lift stations will be addressed by EAC. Therefore, no Smart-Sciences permitting scope is included for the two lift stations. Permitting of offsite improvements is not included.

Force Main Aerial Crossing Permitting (Three Design Options)

Design Option 1 – Replacement of the existing force main on the existing privately-owned bridge.

This design option will require limited environmental permitting. Based on the proposed scope of work, the following permits are anticipated:

- a) SFWMD ROW – Occupancy (addressed by EAC)
- b) USACE Section 408 Review (addressed by EAC as part of SFWMD ROW permit)
- c) USACE 404 Nationwide Permit #58*
- d) Broward County Environmental Resource License (ERL)*
- e) Environmental Resource Permit (ERP) Exemption or General Permit*

*Related to barge use

This task includes a desktop review of available GIS databases related to wetlands and listed species. This option includes one benthic survey to ascertain submerged natural resource conditions underneath the proposed barge and spudding areas, if needed. Preparation of one functional assessment worksheet (Uniform Mitigation Assessment Method, or equivalent) is included in this task.

This task includes preparation of the SFWMD Exemption Verification form, USACE Form 6082 (NWP Pre-Construction Notification (PCN)), and the Broward County ERL form. Figures to be prepared by Smart-Sciences for these submittals are the location map, natural resource/environmental features map, and habitat/FLUCCS map. We anticipate these figures can be used for the USACE Form 6082, SFWMD Exemption Verification Request, and Broward County ERL license, if needed. Preparation of one environmental summary report documenting the field findings is included. Coordination with the US Coast Guard (USCG) regarding vertical clearance or advanced approval is required and preparation of one coordination letter is included. Preparation of one Jaxbo checklist for National Marine Fisheries Service (NMFS) is included.

Preparation of environmental responses for one Request for Additional Information (RAI) per agency for the Nationwide Permit, Exemption, and ERL is included. Attendance at one in-person meeting and three virtual meetings is included in this task.

Assumptions:

- This design option assumes no in-water work is necessary.
- One barge will temporarily be used to facilitate the force main temporary and final placements.
- Benthic and mangrove wetland impacts are not proposed.
- Payment of permit application fees is the responsibility of others and not Smart-Sciences.
- Department of Health permitting is not included.
- Legal fees, if required, are the responsibility of others and not Smart-Sciences.
- Engineering, geotechnical, and survey information will be provided to Smart-Sciences, if needed.
- Permit sketches or engineering plans will be prepared by others and provided to Smart-Sciences
- Upland tree permitting is not included.
- Permitting of offsite improvements is not included.
- Asbestos and lead-based paint testing are not included.
- USCG Bridge Permitting is not required.
- A CRAS, if needed, will be addressed by others and not Smart-Sciences.
- Impacts to benthic resources are not anticipated.
- Species specific surveys and permitting are not included.
- Post-design services are not included.
- Mitigation design is not included.
- This scope of services does not include additional studies or reports not previously contemplated.
- Mitigation fees are the responsibility of others and not Smart-Sciences
- A Trustees of the Internal Improvement Trust Fund (TIITF) easement is not required.
- Jaxbo review/approval by National Marine Fisheries Service (NMFS) is assumed.
- Formal consultation with NMFS is not included.
- Services not included in the above scope items are excluded.

Fee: Lump Sum of \$25,950.00.

Design Option 2 - Horizontal Directional Drill (HDD) Underneath the C-10 Canal

This design option will require limited environmental permitting as it is assumed the ingress and egress points for the HDD will be in uplands. Based on the proposed scope of work, the following permits are anticipated:

- f) SFWMD ROW – Occupancy (addressed by EAC)
- g) USACE Section 408 Review (addressed by EAC as part of SFWMD ROW permit)
- h) Broward County ERL will be required
- i) USACE 404 Nationwide Permit #58 (***I don't think anything is required for subaqueous work with no wetland impacts***)

j) Environmental Resource Permit (ERP) Exemption or General Permit – *Subaqueous work is exempt*

This task includes a desktop review of available GIS databases related to wetlands and listed species.

This task includes one field review of the HDD entry and exit locations to confirm uplands, benthic survey, preparation of the SFWMD Exemption Verification form, Broward County ERL and the USACE Form 4345. Figures to be prepared by Smart-Sciences for these submittals are the location map, natural resource/environmental features map, and habitat/FLUCCS map. We anticipate these figures can be used for the USACE 404 Form 4345, and SFWMD Exemption Verification Request. Preparation of one environmental summary report documenting the field findings is included.

Preparation of environmental responses for two Requests for Additional Information (RAI) per agency for the ERL, Nationwide Permit and Exemption is included. Attendance at one site visit meeting and three virtual meetings are included in this task.

Assumptions:

- This design option assumes no in-water work is necessary.
- There will be no work from a barge.
- HDD entry and exit locations are in uplands.
- Benthic survey is included for the footprint of the HDD area.
- Department of Health permitting is not included.
- Benthic and mangrove wetland impacts are not proposed.
- A frac-out plan will be prepared by others and provided, if needed.
- Payment of permit application fees is the responsibility of others and not Smart-Sciences.
- Legal fees, if required, are the responsibility of others and not Smart-Sciences.
- Engineering, geotechnical, and survey information will be provided to Smart-Sciences, if needed.
- Permit sketches or engineering plans will be prepared by others and provided to Smart-Sciences.
- Upland tree permitting is not included.
- Permitting of offsite improvements is not included.
- Asbestos and lead-based paint testing are not included.
- USCG Bridge Permitting is not included.
- Species specific surveys and permitting are not included.
- Impacts to benthic resources are not anticipated.
- This scope of services does not include additional studies or reports not previously contemplated.
- A CRAS, if needed, will be addressed by others and not Smart-Sciences.
- Post-design services are not included.
- Mitigation design is not included.
- Mitigation fees, if required, are the responsibility of others and not Smart-Sciences.
- Informal and formal consultations are not required.
- Services not included in the above scope items are excluded.

Fee: Lump Sum of \$20,000.

Design Option 3 – New, Standalone Pile-Supported Structure for Force Main

This design option requires environmental permitting. Based on the proposed scope of work, the following permits are anticipated:

- k) SFWMD ROW – Occupancy (addressed by EAC)
- l) USACE Section 408 Review (addressed by EAC as part of SFWMD ROW permit)
- m) USACE 404 Nationwide Permit #58 or Standard Permit
- n) Broward County Environmental Resource License (ERL)
- o) Environmental Resource Permit (ERP)
- p) US Coast Guard (USCG) Bridge Permit (if determined navigable by the USCG)

This task includes a desktop review of available GIS databases related to wetlands and listed species. This task includes one benthic survey to ascertain submerged natural resource conditions underneath the proposed bridge, barge, and spudding areas. Preparation of two functional assessment worksheets (Uniform Mitigation Assessment Method, or equivalent) are included in this task (one for benthic resources and one for mangrove wetlands). One mangrove delineation related to the new structure's footprint is included in this task.

This task includes preparation of the SFWMD Exemption Verification form or the environmental portions of ERP Sections A and C, USACE Form 4345, and the Broward County ERL form. Coordination with the USCG regarding vertical and horizontal clearance is required. A USCG Bridge Permit or advanced approval will be required. Figures to be prepared by Smart-Sciences for these submittals are the location map, natural resource/environmental features map, and habitat/FLUCCS map. We anticipate these figures can be used for the USACE 404 Form 4345, SFWMD Exemption Verification Request or ERP, USCG Bridge Permit, and Broward County ERL license. Preparation of one environmental summary report documenting the field findings is included. Preparation of environmental responses for one Request for Additional Information (RAI) per agency for the Nationwide Permit or Standard Permit, Exemption or ERP, and ERL is included in this task. Preparation of one Jaxbo checklist for National Marine Fisheries Services (NMFS) is included.

This task also includes one joint field review with regulatory agency staff to review the wetland jurisdictional boundary. Once wetland impacts are avoided and minimized, coordination on appropriate mangrove mitigation will be performed. Mangrove mitigation via credit purchase from permitted mitigation bank is assumed.

Two in-person meetings and four virtual meetings are included in this task.

Assumptions:

- Payment of permit application fees is the responsibility of others and not Smart-Sciences.
- Legal fees, if required, are the responsibility of others and not Smart-Sciences.
- Engineering, geotechnical, and survey information will be provided to Smart-Sciences, if needed.
- Permit sketches or engineering plans will be prepared by others and provided to Smart-Sciences.
- Upland tree permitting is not included.
- Permitting of offsite improvements is not included.
- Species specific surveys and permitting are not included.
- A CRAS, if needed will be addressed by others and not Smart-Sciences.

- Department of Health permitting is not included.
- Post-design services are not included.
- Mitigation design is not included.
- Asbestos and lead-based paint testing are not included.
- Wetland mitigation will be accomplished via credit purchase from a permitted mitigation bank.
- Review of offsite mitigation areas are not included.
- This scope of services does not include additional studies or reports not previously contemplated.
- Mitigation fees, if required, are the responsibility of others and not Smart-Sciences.
- Jaxbo review/approval by National Marine Fisheries Service (NMFS) is assumed.
- Formal consultation with NMFS is not included.
- Services not included in the above scope items are excluded.

Fee: Lump Sum of \$37,350.00.

HUD Environmental Reviews

Smart-Sciences proposes to conduct a HUD Environmental Review for each location/activity under 24 CFR Part 58 in accordance with Department of Economic Opportunity (DEO) policies and the National Environmental Policy Act (NEPA) of DEO Agreement No. IR038. This will be a two-step process. First a Categorical Exclusion Not Subject To (CENST) Part 58.5 will be performed for each location to submit to DEO's Environmental Team for an Exemption Certification. The CENST Partner Worksheets under 24 CFR 50.4 and 58.6 consist of evaluating the project regarding airport hazards, coastal barrier resources and flood insurance. One set for each location will be prepared (for a total of three sets of three worksheets). DEO will advise if a project is exempt from further environmental requirements or if a higher level of review is required when the Exemption Certification approval memo is issued.

Repairs/replacement and the new backup generators at Lift Stations N-07 and N-08 may meet the criteria for an exemption under 24 CFR Section 59.34(a)(10), as determined by DEO. We anticipate that the Force Main Canal Crossing will require a Categorical Exclusion Subject To (CEST) Part 58.5 under 24 CFR Section 58.35(a)(1), no matter which of the three options discussed above is selected. The CEST Partner Worksheets under 24 CFR 50.4 and 58.5 include an evaluation of air quality, coastal zone management, contamination and toxic substances, explosive and flammable hazards, endangered species, farmlands, floodplain management, historic preservation, noise abatement and control, sole source aquifers, wetlands protection, Wild and Scenic Rivers, and Environmental Justice. In case the lift station work is not exempt, we have included time for preparing three CESTs.

This scope of services will include a field reconnaissance of the area and review of internal and public documents to evaluate existing environmental conditions at the location and potential for impacts. It also includes necessary coordination with environmental regulatory agencies, including the State Historic Preservation Officer (SHPO) and the Florida Department of Environmental Protection (FDEP) State Clearinghouse. One virtual meeting with DEO and City staff as well as two additional virtual meetings are included in this scope of services.

The deliverables will be five Environmental Reviews with the supporting documentation verifying compliance or the need for mitigation measures. The Review includes a Determination section with three

options. If the project does not require mitigation for compliance with listed statutes or authorities, nor require formal permit or license, then it converts to Exempt status. An Exempt project does not require a Notice of Intent/Request for Release of Funds (NOI/RROF) (Form HUD-7015.15) and HUD funds may be drawn down for the project. If the project does require consultation or mitigation with one or more of the authorities, then the consultation/mitigation requirements must be completed and an NOI/RROF is published. If there are extraordinary circumstances and the project may have a significant environmental effect, an Environmental Assessment is required. We do not anticipate that an Environmental Assessment will be required for the repair/replacement at the lift stations and of the force main. Completion of Form HUD-7015.15 and publication of the NOI/RROF is excluded from the scope.

Assumptions

- Smart-Sciences will submit documents to EAC for submittal to the City and DEO.
- EAC must provide plans and project descriptions for the proposed work.
- The Floodplain Management Eight-Step Decision Making Process (24 CFR Part 55) will not be required.
- A HUD Environmental Assessment will not be required.
- This scope does not include preparation of Form 7015.15 or publication of an NOI/RROF.
- Environmental review of offsite improvements is not required, therefore not included.

Fee: Lump Sum of \$25,00.00 (if 3 CESTs are required)

If the lift stations are exempt and don't require a CEST the fee will \$15,000.



PREMIERE DESIGN SOLUTIONS, INC

11606 City Hall Promenade, Suite 200, Miramar, FL 33025

Tel: (954) 237-7850 Fax: (954) 337-2332

February 21, 2022

Mr. Stephen McGrew, PE, PMP, DBIA
Senior Project Manager
EAC Consulting, Inc.
Direct: 561-812-6575
smcgrew@eacconsult.com

Submitted Via eMail

**REF: Professional Surveying and Bathymetric Services
City of Hollywood – Hollywood Lift Station N-07 & N-08 and C10 Canal Crossing
City of Hollywood, Broward County, Florida
PDS Project No. 22110020**

Dear Mr. McGrew:

Premiere Design Solutions, Inc. (PDS) is pleased to submit this proposal for the above referenced project to EAC Consulting, Inc. (Client), to provide professional surveying services for this project in the City of Hollywood (Owner), Broward County (County), Florida.

It is our understanding that the intent of the project is to provide topographic survey for design purposes of Rehabilitation of Lift Station N-07, Replacement of Lift Station N-08 and a fragment of FM crossing the South Florida Water Management District (SFWMD) C-10 canal. Lift Station N-08 and N-07 are located at the car access to the parking lot of One Oakwood Plaza and at Greene St with N 25 Ave respectively. The 135 LF of FM to be replaced is located along Oakwood Blvd, from the point of intersection with C-10 canal to N 26 Ave. The areas of work include the main and private roadways near the pump stations, access roads, parking lot, pavers, landscaping and other features, and are depicted in the image below in red:



Figure 1 - Work Area

PREMIERE DESIGN SOLUTIONS, INC

11606 City Hall Promenade, Suite 200, Miramar, FL 33025

Tel: (954) 237-7850 Fax: (954) 337-2332

PDS will be responsible in this project for the preparation of a specific purpose survey of the project area described above, including a bathymetric survey across the south and north sides of the bridge over canal C-10. Survey will identify all above ground features and Elevations using NAVD 88. A separate task is included to investigate and obtain existing utility information from designation and soft digs.

SCOPE OF SERVICES

Task 1: Specific Purpose Survey

Lift Stations N-07 and N-08

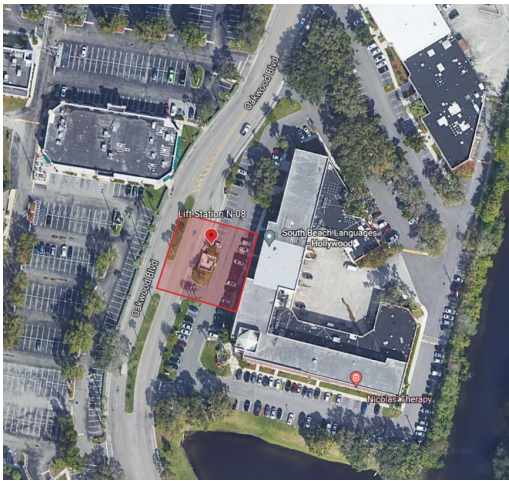


Figure 2 – Lift Station N-08

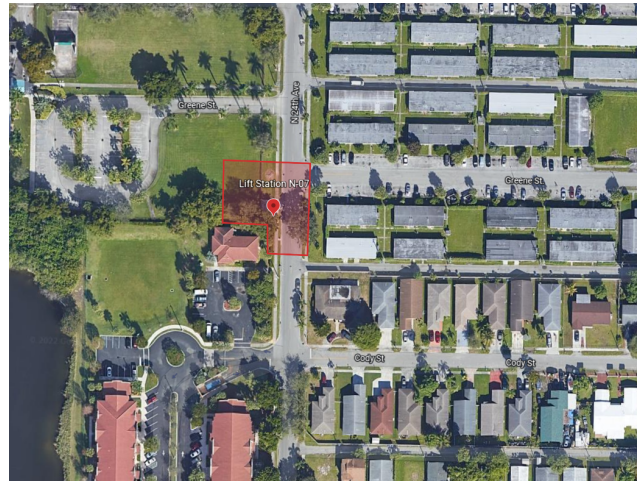


Figure 3 – Lift Station N-07

This task includes the preparation of a specific purpose land survey of lift stations N-07 and N-08 and approximately 250 LF of road survey for the bridge over SFWMD Canal C-10. Survey shall include easements of record, right of ways, centerlines, above ground elements associated with underground utilities; manhole top and bottom elevation, manhole diameter, invert elevation of all connecting manhole pipes including the diameter and material, lift stations diameter, top and bottom elevation, invert elevations of all wet well pipes including diameter and material, pump float level elevations and access hatch cover size; valve vault internal dimensions, top and bottom elevations, access hatch cover size, piping size and elevations. Survey shall be extended 50' in all directions from the lift stations and include full ROW of North 24th Ave for Lift Station N-07 and plaza access roadway area for Lift Station N-08 from Oakwood Blvd. Survey will include all above ground features and elevations based on NAVD 88 using a grid of no more than 50'x50' for elevation shots and at elevation changes.

Client shall provide coordination support to contact Owner to provide access to the pump station area and open wet well and any large or secured components that need to be surveyed.

This task also includes the preparation of two (2) elevation certificates, one for each pump station location. Elevation certificates to be prepared and signed and sealed by a Florida Registered Surveyor and Mapper. In addition to the above, and upon the request from the client, two (2) legal description and sketches will be prepared for easement areas and will be included as part of this task. Client shall define the areas required for easement preparation. Easement documents include a 3 page document in 8.5x11 page format with a

PREMIERE DESIGN SOLUTIONS, INC

11606 City Hall Promenade, Suite 200, Miramar, FL 33025

Tel: (954) 237-7850 Fax: (954) 337-2332

cover page, a legal description and legend page and a sketch page. This document will be provided in PDF and signed and sealed by a Florida Registered Surveyor and Mapper.

Canal C-10 Force Main



Figure 4 – Canal C-10

This task includes the preparation of a specific purpose survey along Oakwood Blvd of approximately 250LF of the existing road/bridge over the C-10 canal. Survey will include all above ground features and elevations based on NAVD 88 using a grid of no more than 50'x50' for elevation shots and at elevation changes.

Task 2: Bathymetric and Force Main Survey

This task includes a bathymetric survey along the north and south sides of bridge over Canal C-10 at Oakwood Blvd. Bathymetric survey will collect elevations at the bottom of the canal from the face of the bridge an up to 50' south of the bridge. Bathymetric survey will include 3 cross sections at each side of the bridge, one at the face of the bridge, a second one at 25' from the bridge face and a third one at 50' from the face of the bridge along the north and south of the bridge. Six cross sections in total, which shall span from water's edge to water's edge of the canal and with elevation shots every 10'.

Please note that from aerial imagery, the area among both sides of the canal exhibits excessive and overgrown vegetation. This overgrown vegetation may not allow us to collect the water's edge, point at which we will terminate our cross section at the edge of the overgrown vegetation. **It is recommended that client or owner review the area and provide land clearing to allow us to provide complete sections.** This proposal does not include land clearing services.

This task also includes a survey of the force main currently attached to the bridge. Our crews will locate the existing bridge support piers (only the outer support piers), pipe anchors to the bridge, exposed pipe joints and detail them in the survey drawings with bottom of pipe elevations at every 50'.

Horizontal control shall be based on the Florida State Plane Coordinates System (NAD83). Survey will be prepared in AutoCAD and signed and sealed by a Florida Registered Professional surveyor and Mapper, and

PREMIERE DESIGN SOLUTIONS, INC

11606 City Hall Promenade, Suite 200, Miramar, FL 33025

Tel: (954) 237-7850 Fax: (954) 337-2332

will be submitted in 24"x36" page format at a scale no smaller than 1"=40' with 4 hard copies, and submitted via email in PDF and AutoCAD format.

Land survey for the two lift station areas, canal C-10, and bridge will also include the following:

- ✓ All above ground information (edge of pavement, curbs, sidewalks, valves, fire hydrants, parking lines, striping; pavement surface, pavers or asphalt, drainage inlets, Manhole covers, visible utilities, signs, bollards, buildings; and all other above ground improvements within the limits of the project limits).
- ✓ Trees will be shown with not to scale tree or palm tree symbols, and will not be identified, and will not be measured.
- ✓ Existing underground utilities markings on pavement within the right of way and easements (Inverts, catch basins, manholes, sizes, phone, gas, cable TV, electricity, etc.)
- ✓ Existing above ground utilities within the right of way and easements (Valves, meter boxes, lids, rim elevations, fire hydrants, overhead cables, etc.)
- ✓ Bathymetric cross sections along both sides of the bridge crossing the SFWMD C-10 Canal.
- ✓ Location of force main bridge supports, pipe joints and existing bridge support piers (only the outer ones).

All Survey documents will be prepared and signed and sealed by a Florida Registered Professional Surveyor and Mapper and will undergo our standard internal QA/QC procedures. Final deliverables will be made in Digitally Signed and sealed done electronically in PDF or AutoCAD as required. Drawings will be prepared using AutoCAD Civil 3D Software, with layered assets.

Deliverables:

- ✓ One (1) hard copy signed and sealed topography survey and an electronic AutoCAD file.
- ✓ Four (4) hard copy signed and sealed legal descriptions and sketches for easement acquisition and an electronic AutoCAD file for each easement. Two easements included.
- ✓ Four (4) hard copy signed and sealed elevation certificates for each pump station. Two elevation certificates included.

Task No. 3 – Designation and Soft digs

This task includes designation and Soft dig test holes to verify (horizontally and vertically) the locations of conflicting utilities. Information regarding their size, depth of cover, material of construction, etc. will be provided where feasible. A Not to Exceed allowance of 15 test holes has been proposed for this task. The number and locations of these test holes will require approval prior to engaging these services. Client shall provide the locations where exploration is desired.

Deliverable of this task will be a PDF and AutoCAD file including all collected and mapped underground utilities and the survey information from Task 1. Deliverables will also include all information received from utility owners in the project area. Deliverables of this task will be made electronically in PDF and AutoCAD file formats as applicable. An Underground Utilities Survey deliverable will be provided as a Digitally Signed and sealed file, in PDF or AutoCAD as required.

PREMIERE DESIGN SOLUTIONS, INC

11606 City Hall Promenade, Suite 200, Miramar, FL 33025

Tel: (954) 237-7850 Fax: (954) 337-2332

After the client has developed the design drawings, PDS will Provide underground utility location and utility designation services through this task, including Level "B" underground utility location according to ASCE SUE procedures adopted by Federal Highway Administration. It is anticipated that Client will make available to PDS atlas and as-builts for pipelines and pump station.

PDS will visit the site and utilize GPR and Electromagnetic Induction equipment to tone up the lines, which will be color coded according APWA Uniform Color Codes with spray paint or flags on the field. Please note that GPR readings below the water table are not reliable and especially in salt water areas, therefore non-metallic utilities under the water table may not be able to be identified. Also, for best results, GPR equipment needs a level surface. Demarcation crew will then mark on the field up to fifteen (15) locations as requested by the Client for Soft Digs. GPR Scanning will include also the areas of survey to look for any unidentified existing underground utilities.

With the locations marked, a Soft Dig crew, using vacuum excavation methods will expose the targeted utility and collect the depth to the top of said utility. Also, visual observations will be made to confirm pipe material and size as applicable. Information of depth and grade elevation and accurate location coordinates will be mapped by our survey crew for correct representation in the drawings. A field report will be prepared and provided to the client. Soft dig will be backfilled with the same excavated material and terminated with cold patch asphalt. MOT permit or Police Officer are not included as are not considered necessary, however, our soft dig crews implement temporary MOT devices and flagger when performing soft digs.

PDS will also prepare an AutoCAD based file with soft dig locations including coordinates and elevations in NAVD88 format, collected under the supervision of a Florida registered Professional Surveyor and Mapper, who will pick up with surveying grade equipment the location of field marking and plotting all the utilities found and information obtained from field scanning activates and submit to the Client in AutoCAD and PDF format.

PROPOSED COST OF SERVICES

PDS can complete task one through three described in the scope of services for a lump sum of:

Task 1.....	\$ 16,920.00 (Lump Sum)
Task 2.....	\$ 12,126.00 (Lump Sum)
Task 3.....	\$ 6,204.00 (Lump Sum)
SUB-TOTAL	\$ 35,250.00 (Lump Sum)
	\$ 6,975.00 (Reimbursable Allowance)
TOTAL	\$ 42,225.00 (Lump Sum)

Tasks shown above will be billed monthly based on a percent complete basis, as approved by the Client's Project Manager. In addition, we have set up a reimbursable expense allowance of \$6,975.00 for consumable materials and for soft dig excavations and restoration. See attached fee breakdown.

PREMIERE DESIGN SOLUTIONS, INC

11606 City Hall Promenade, Suite 200, Miramar, FL 33025

Tel: (954) 237-7850 Fax: (954) 337-2332

PROPOSED TIME SCHEDULE

PDS will make all necessary adjustments to meet the project schedule. We estimate a completion time for task one to three described in the scope of services as follows:

Task 1.....	30 days
Task 2.....	21 days
Task 3.....	30 days

We value the opportunity to provide our professional services on this exciting project. If you decide to accept this proposal, please sign below and return an executed copy to our office. If you have any questions please call us at (954)-237-7850.

Sincerely,

PREMIERE DESIGN SOLUTIONS, Inc.



Luis J. Jurado, P.E.
President

PREMIERE DESIGN SOLUTIONS, INC

11606 City Hall Promenade, Suite 200, Miramar, FL 33025

Tel: (954) 237-7850 Fax: (954) 337-2332

Cost of these services are: \$ 35,250.00 (Lump Sum) + \$ 6,975.00 (Reimbursable Allowance)

CONTRACT AGREEMENT ACCEPTANCE

Premiere Design Solutions, Inc.



Date:

By: _____

2-21-2023

Name: Luis J. Jurado, P.E.

Title: President

EAC Consulting

By: _____

Date: _____

Name:

Title:

PREMIERE DESIGN SOLUTIONS, INC

11606 City Hall Promenade, Suite 200, Miramar, FL 33025

Tel: (954) 237-7850 Fax: (954) 337-2332

Exclusions

1. No As-built surveying services are including.
2. Construction layout and staking surveying services are not included.
3. Services that are not mentioned as part of the exclusions and are not described in the scope of services are not included.
4. No Geotechnical or Environmental Engineering services are included.
5. No Permitting, police officers and MOT Plans are included.
6. No Certified Arborist Services are included in this proposal.
7. No land clearing is included.

If requested by the Client, PDS can provide a proposal for the items not included in the scope of services.

Contract Terms and Agreements

1. This contract agreement is for an hourly not to exceed contract. Additional work performed under the scope of services will be billed on a time-spent basis per our schedule of fees.
2. Invoices are due net thirty days from invoice date.
3. Any invoices past due more than 30 days will accrue a 1.5% interest per month fee.
4. Client agrees to pay expenses incurred by PDS including mileage, telephone calls, emails, shipping and postage, plan reproduction and written document reproduction.

Labor & Expenses for Survey Services - City of Hollywood Pump Stations and Canal C-10											
Position	Name	Labor Multiplier	Hourly Rate	1 - Survey, Legal Desc, Elev. Cert (PS and Roads)		2 - Bathymetric Survey & Bridge Details		3 - Designation and Soft Digs		Total Labor Hours	Total Costs
			\$	Hrs	\$	Hrs	\$	Hrs	\$	Hours	\$
Project Manager	Gustavo Eckardt	N/A	216.00	10.0	2,160.00	6.0	1,296.00	4.0	864.00	20.00	\$4,320.00
Surveyor	Fernando Fernandez, PSM	N/A	165.00	24.0	3,960.00	20.0	3,300.00	4.0	660.00	48.00	\$7,920.00
Surveyor Computation	Jason McKoy	N/A	105.00	24.0	2,520.00	6.0	630.00	4.0	420.00	34.00	\$3,570.00
Computer CADD Tech.	Ana Salazar	N/A	105.00	24.0	2,520.00	20.0	2,100.00	4.0	420.00	48.00	\$5,040.00
GPS Survey Crew 3-man	3 Men Crew	N/A	240.00	24.0	5,760.00	20.0	4,800.00	16.0	3,840.00	60.00	\$14,400.00
											\$0.00
											\$0.00
											\$0.00
											\$0.00
											\$0.00
Sub-totals					\$16,920.00		\$12,126.00		\$6,204.00	210.00	\$35,250.00
Basic Labor Services											\$35,250.00
Summary of Direct Expenses											
Units		No. of	\$/Unit								Total
Mileage		0	\$0.575/mile (for survey crew)								
Consumable Supplies (Paint, Nails, Stakes, etc)		1	\$ 225.00 Direct expenses reimbursables								225.00
Soft Digs Excavation (Each)		15	\$ 450.00 Each Soft dig excavation								6750.00
			Subtotal Direct Expense								\$ 6,975.00
TOTAL LABOR AND DIRECT EXPENSES											\$42,225.00



HILLERS ELECTRICAL ENGINEERING, INC.

February 22, 2023

Mr. Huntley Higgins, PE
EAC Consulting, Inc.
5100 NW 33rd Ave, Suite 243
Fort Lauderdale, FL 33309

Subject: **City of Hollywood – Sewer Lift Stations N-07 and N-08 Design and Construction Services**

Dear Huntley:

Hillers Electrical Engineering, Inc. (HEE) is pleased to provide EAC Consulting, Inc. (EAC) with this proposal for the electrical design, bidding, permitting, and construction services for the above-referenced project.

Work Scope Breakdown:

Task 1 – Project Management

- Include project management and kickoff meeting

Task 2 - Preliminary Design Services

- Include site investigation, data collection, utility coordination, draft, and final design reports

Task 3 - Design Services

- 60%, 90% & 100% design services

Electrical and Instrumentation Design Services

- Proposed facility upgrades will be provided in conformance with NFPA 820 and all other applicable code requirements.
- Prepare preliminary and detailed design drawings and technical specifications for electrical system upgrades and controls design for new control panels, transformers, conduits and wiring, and all ancillary electrical equipment, as required for the successful operation of the pump station.
- Prepare preliminary and detailed design drawings and technical specifications for electrical and controls design to add generators for the lift stations. Coordination of generator signals to existing remote telemetry communication equipment.
- Coordination with electric utility (FP&L) for changes and additions to standby power.
- Changes to the main disconnect and automatic transfer system (ATS).
- Upgrades to the grounding and lightning arrestor systems.
- Ancillary electrical components including lighting.
- Permanent standby power generator(s) and fuel systems with minimum fuel capacity for 72 hours.
- Sound attenuated enclosure (73dBA @ 21') and critical muffler. The design shall comply with City Ordinance Title IX Chapter 100: Noise.
- Prepare drawings for permit and construction bid submittal with diagrams and details for electrical and controls components.
- Telemetry to each lift station is assumed to be in place. The design will be based and

coordinated around the existing City telemetry system.

- An Arc flash Study shall be performed prior to startup per NFPA 70E. The study shall encompass new equipment at the ATS level. The existing equipment downstream of the ATS will not be part of this study unless requested and can be performed at an additional cost. Labels to be installed on the equipment are included in this study.
- Prepare technical specifications and engineer's cost estimate.
- Prepare bid item descriptions.

Task 4 - Permitting and Approvals

- Permitting assistance

Task 5 - Limited Bid and Award Support Services

- Attend pre-bid meeting
- Provide response to bid questions
- Provide clarifications and assist with preparing addenda

Task 6 - Limited Construction Administration Services

- Attend pre-construction meeting
- Provide engineering and technical advisory services during construction
- Provide submittals list, review submittals, and shop drawings
- Review and respond to contractor's request for information (RFI) and clarifications during construction and provide written recommendations to the City (up to 10 total)
- Review change order requests and provide written recommendations to the City
- Review of contractor payment applications (up to 13 total)
- Conduct site visits during construction at appropriate stages (combined total for N-07 and N-08)
 - Electrical and instrumentation inspections (up to 8 total)
- Equipment startup inspections and reports
- Participate in the final inspection and assist with preparing the punch list of deficiencies
- Review of digital record (as-builts) drawings to the City
- Project closeout

Proposal Assumptions and Exclusions

- The City will provide FPL easement and space for the new FPL service lateral and pad-mounted transformers for Lift Station N-08.
- The City will provide the required spaces for the new generators at Lift Stations N-07 and N-08.
- The existing main electrical system upgrade for the office plaza where Lift Station N-08 receives electrical power is not part of the scope.

Our not-to-exceed fees are:

Task 1 - Project Management	\$ 1,340.00
Task 2 - Preliminary Design Services	\$ 4,250.00
Task 3 – Design Services	\$23,474.00
Task 4 - Permitting and Approvals	\$ 1,660.00
Task 5 - Limited Bid and Award Support Services	\$ 2,518.00
Task 6 - Limited Construction Administration Services	<u>\$25,020.00</u>
Our not-to-exceed total fees for Task 1 to Task 6	\$58,262.00

Please see attached spreadsheet for the fee breakdown.

HEE wishes to thank EAC for the opportunity to assist with this project. Please do not hesitate to call me if you have any questions regarding this proposal or any other related matter.

Sincerely,



Thein Win, P.E., LEED AP
Senior Vice President
Hillers Electrical Engineering, Inc.
561-451-9165 x225

City of Hollywood - Lift Stations N-07 and N-08 Design and Construction Services
HILLERS ELECTRICAL ENGINEERING, INC.
Scope Fee Breakdown
Date: 2/22/2023

Rate	\$218.00	\$175.00	\$160.00	\$150.00	\$133.00	\$95.00	\$122.00	\$68.00		
	Principal	Project Mgr-Lic	Project Mgr	Prof. Eng	Sr Designer	CADD Tech	Sr Field Rep	Admin Asst		TOTAL
PHASE OF WORK	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Expenses	TASK COST
ENGINEERING DESIGN										
Task 1 - Project Management										\$1,340.00
Task 1.1 - Project Management		4								\$700.00
Task 1.2 - Kick-Off Meeting			4							\$640.00
Task 2 - Preliminary Design Services										\$4,250.00
Task 2.1 - Site Investigation, Data Collection, Record Research		2	6							\$1,310.00
Task 2.4 - Utility Coordination		2	8							\$1,630.00
Task 2.5 - Preliminary Design Report		2	6							\$1,310.00
Task 3 - Design Services										\$23,474.00
Task 3.1 - 60% Design, Specifications, Cost Estimate, Review Meeting	2	6	34		24					\$10,118.00
Task 3.2 - 90% Design, Specifications, Cost Estimate, Review Meeting	2	6	26		18					\$8,040.00
Task 3.3 - 100% Design, Specifications and Cost Estimate	1	6	12		16					\$5,316.00
Task 4 - Permitting and Approvals										\$1,660.00
Permitting Assistance		4	6							\$1,660.00
Task 5 - Limited Bid and Award Support Services										\$2,518.00
Pre-Bid Meeting			4							\$640.00
Bid Clarifications/Addenda	1	4	6							\$1,878.00
SERVICES DURING CONSTRUCTION										
Task 6 - Limited Construction Administration Services										
Pre-Construction Meeting			4							\$640.00
Construction Meetings (not in scope)										
Shop Drawing Reviews	1	6	44				6			\$9,040.00
RFIs and Construction Changes	1	4	12				4			\$3,326.00
Site Visit (Up to 8 Site Visits)			8				28			\$4,696.00
Generator Testing							8			\$976.00
Substantial Completion Inspections							16			\$1,952.00
Final Completion Inspections							12			\$1,464.00
Final Close-out & Certification, Record Drawings		2	10				8			\$2,926.00
Total Hours	8	48	190		58		82			
Total Fee	\$1,744.00	\$8,400.00	\$30,400.00		\$7,714.00		\$10,004.00			\$58,262.00

December 5, 2022

Mr. Stephen McGrew, P.E., PMP, DBIA
EAC Consulting, Inc.
1601 Belvedere Road, Suite S-205
West Palm Beach, Florida 33416
561-812-6575
smcgrew@eacconsult.com

Re: Proposal for Soil Boring and Percolation Test
Hollywood Lift Station N-07 & N-08 and SFWMD C-10 Canal Crossing
Oakwood and Liberia
Hollywood, Florida
NV5 Proposal No. 22-1089

Dear Mr. McGrew:

NV5, Inc. is pleased to submit this proposal as a result of your request. This Proposal describes our understanding of the project, lists a purpose for our work, suggests a specific scope of work, and presents our compensation.

PROJECT INFORMATION

The project sites are Hollywood lift stations N-07 and N-08 located in Oakwood and Liberia areas in Hollywood, Florida. We received an email dated December 1, 2022 that contained information regarding the project. Based on your email, we understand the project consists of rehabilitation of lift station N-07, the replacement of lift station N-08 and a small segment (approximately 135 LF) of force main crossing the C-10 canal. Included in the email is a proposed boring location plan. You have requested NV5 to perform four (4) soil test borings in order to provide you with specific information regarding the subsurface material at the site.

PROPOSED SCOPE OF SERVICES

We will perform four (4) test borings to depths of 30 and 60 feet below the existing ground surface at the approximate locations identified on the sketch below. Two (2) test boring will be drilled at lift stations N-07 and N-08. The borings will be drilled to 30 and 60 feet below grade at each station. At the C-10 canal one (1) test boring will be drilled on the east side and one (1) on the west side of the canal. These borings will be drilled to depth of 40 feet below existing grade.



1. The borings will be drilled with a truck-mounted drill rig utilizing the rotary wash method. Samples of the subsurface materials encountered will be collected continuously down to the 16-foot depth. Below those depths, the sampling will be performed at approximate 5-foot intervals. Sampling will be performed using a Standard Penetration Test (SPT) sampler in general accordance with ASTM D-1586. Upon completion of the boring, the borehole will be abandoned with soil cuttings and grouted to for the last two (2) feet to the ground surface.
2. For performing the fieldwork, NV5 will contact Sunshine One Call. Additionally, we require that any other available information regarding the location of underground utilities be provided to us. NV5 cannot be held responsible for damage to below ground structures or utilities, which are not identified to us. We specifically request any available information about the location of underground utilities for this project.
3. An engineer from our office will layout test location(s) based on the furnished drawings. NV5 will perform boring(s) in areas, which are indicated to be free from underground utilities.
4. Based on our field data we will perform engineering analyses and prepare an engineering report with recommendations for foundation design and construction. Specifically, the report will provide:
 - Drawings showing boring locations, a boring summary of the subsurface conditions, and boring logs with detailed descriptions of the materials encountered.
 - Discussion of generalized subsurface conditions at the site including groundwater levels.
 - Evaluation from a geotechnical perspective, of the suitability of the site for the proposed development.
 - Discussion of feasible foundation type(s) for the proposed development.
 - Design parameters for the recommended foundation type, including vertical and lateral load resistance.
 - Construction considerations including impacts of existing foundations, and impacts for adjacent structures.
 - Geotechnical soil parameters such as saturated unit weights, passive/active coefficients or internal friction angles, wall friction angles, cohesion

The report will be signed and sealed by a professional engineer licensed in the State of Florida.

COMPENSATION

We can complete the scope of services proposed herein for a lump sum fee of **\$10,500**. Our fee will be billed upon submittal of the written report. The fee assumes that the access to the work site will be provided at no cost to us.

AUTHORIZATION AND SCHEDULE

The attached Professional Services Agreement should be completed to serve as our written authorization to proceed. We can begin fieldwork on this project within three (3) weeks after written authorization. The fieldwork will require three (3) to four (4) workdays. Report will be available within two (2) weeks after the fieldwork is completed.

CLOSURE

We look forward to the opportunity to work on this project. If you have questions concerning this proposal, please contact the writer at 305-901-2151.

Sincerely,
NV5, Inc.



Qingyi (Tom) Qian, P.E., Ph.D.
Senior Geotechnical Engineer
Florida License No. 78655



Clyde L. Grey, P.E.
Project Manager
Florida License No. 80312

Attachments: General Terms and Conditions (5 pages)
 Proposal Acceptance Agreement (1 page)

Distribution: Copy to Addressee via email
 Copy to NV5 File

F:\DOC\NV5 Proposals\22-1089_GEO_Hollywood Lift Station N-07 & N-08 and SFWMD C-10 Canal Crossing_One Oakwood Blvd_Hollywood_FL_EAC Consulting, Inc.-12-05-22.docx



GENERAL TERMS AND CONDITIONS

1. The Agreement. This Agreement between the parties, which shall describe and govern Client's engagement of "Consultant" to provide services ("Services") in connection with the project ("Project") identified in the proposal ("Proposal"), consists of the Proposal, these terms and conditions, Consultant's fee schedule, and any exhibits or attachments referenced in any of these documents. Together these elements constitute the entire agreement between the parties, superseding any and all prior negotiations, correspondence, or agreements, either written or oral, with respect to the subject matter of this engagement. This Agreement shall be interpreted as though prepared by all parties and shall not be construed unfavorably against either party. Consultant requests written acceptance of the Agreement through its Proposal Acceptance Form, but the following actions shall also constitute Client's acceptance of the Agreement: (1) issuing an authorizing purchase order for any of the Services; (2) authorizing Consultant's presence on site; or (3) notification, written (including e-mail) or oral, to Consultant to proceed with any of the Services.

2. Standard of Care. The Services shall be performed in a manner consistent with the level of care and skill ordinarily exercised by members of Consultant's profession currently practicing under similar conditions and in the same locality as the Project. Data, interpretations and recommendations by Consultant will be based solely on information discovered by, or made available to, consultant during the course of the engagement. In connection with such information, Consultant shall not be responsible for the use or interpretation of such information by non-parties to this Agreement. Consultant shall not be held liable for problems that may occur if Consultant's recommendations are not followed.

PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

3. Billing and Payment. Client shall pay Consultant in accordance with the schedule of fees or charges as shown in the Proposal or fee schedule. Backup data on billing will not be available unless prior arrangements have been made. Prior to initiation of the Services, Client is required to remit any retainer specified in the Proposal. Thereafter, Consultant will submit to Client invoices for the balance due, which shall be due and payable immediately upon submission. If Client objects to all or any portion of any invoice, Client will so notify Consultant in writing within ten (10) calendar days of the invoice date, identify the cause of disagreement, and immediately pay that portion of the invoice not in dispute. In the absence of written notification described above, the balance as stated on the invoice shall be deemed accepted. Invoices are delinquent if payment has not been received when due. In such event, Client shall pay an additional charge of one and one-half (1.5) percent per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount. Payment thereafter will first be applied to accrued interest and then to the principal unpaid amount. Consultant shall be entitled to recover for all costs and expenses incurred (including any attorney's fees) in connection with collection of any delinquent amount. Consultant reserves the right to withhold all reports or deliverables and suspend any and all services unless and until payment is made by Client in accordance with this Agreement. Fee schedules are periodically revised. Unless otherwise agreed, new rates apply to ongoing work as such rates are issued.

4. Site Access and Conditions. Client will provide Consultant access to the Project site for all equipment and personnel necessary for the performance of the Services. As required to effectuate such access, Client will notify all owners, lessees, contractors, subcontractors, and other possessors of the Project site that Consultant must be allowed free access to the site. While Consultant agrees to take reasonable precautions to minimize damage to the site, Client understands that, in the normal course of performing the Services, some damage may occur, and further understands that Consultant is not responsible for the correction of any such damage unless so specified in the Proposal. Client is responsible for the accuracy of locations for all subterranean structures and utilities. Consultant will take reasonable precautions to avoid known subterranean structures and utilities, and Client waives any claim against Consultant, and agrees to defend, indemnify, and hold Consultant harmless from any claim or liability for injury or loss of any party, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate Consultant for any time spent or expenses incurred by Consultant in defense of any such claim with compensation to be based upon Consultant's prevailing fee schedule and expense reimbursement policy.



5. Cooperation and Project Understanding. To the extent requested by Consultant, Client will make available to Consultant all information in its possession regarding existing and proposed conditions at the site. Such information shall include, but not be limited to engineering reports, plot plans, topographic surveys, hydrographic data, soil data including borings, field and laboratory tests and written reports. Client shall immediately transmit to Consultant any new information concerning site condition which becomes available, and any change in plans or specifications concerning the Project to the extent such information may affect Consultant's performance of the Services. Client agrees, upon 24 hours oral or written notice, to provide a representative at the job site to supervise and coordinate the Services. Consultant shall not be liable for any inaccurate or incorrect advice, judgment or decision which is based on any inaccurate information furnished by Client and Client shall indemnify Consultant against claims, demands, or liability arising out of, or contributed to, by such inaccurate information.

6. Sample Disposal. Unless other arrangements are made, Consultant will dispose of all samples remaining at the time of report completion. Further storage or transfer of samples can be arranged at Client's prior written request, subject to a reasonable charge by Consultant. Client acknowledges that contaminated samples may be produced as a result of encountering hazardous materials at the site. In such event, Consultant shall properly contain, label, and store such materials on-site, and Client shall be responsible for its proper transportation and disposal. Consultant may be able to arrange for the transportation and disposal of hazardous materials at Client's request.

7. Construction Monitoring. If Consultant is engaged by Client to provide a site representative for the purpose of monitoring specific portions of any construction work, as set forth in the Proposal, then this Section 6 shall apply. If Consultant's engagement does not include such construction monitoring, then this Section shall be null and void. In connection with construction monitoring, Consultant will report observations and professional opinions to Client. Consultant shall report to Client any observed work which, in Consultant's opinion, does not conform to plans and specifications. Consultant shall have no authority to reject or terminate the work of any agent or contractor of Client. No action, statements, or communications of Consultant, or Consultant's site representative, can be construed as modifying any agreement between Client and others. Consultant's presence on the Project site in no way guarantees the completion or quality of the performance of the work of any party retained by Client to provide construction related services. Neither the professional activities of Consultant, nor the presence of Consultant or its employees, representatives, or subcontractors on the Project Site, shall be construed to impose upon Consultant any responsibility for methods of work performance, superintendence, sequencing of construction, or safety conditions at the Project site. Client acknowledges that Client its general contractor or construction manager is solely responsible for job site safety, and warrants and agrees that such responsibility shall be made evident in any Project owner's agreement with the general contractor. Client also agrees to make Consultant an additional insured under any general contractor's general liability insurance policy. Prior to the commencement of the Work, Client shall provide Consultant with a certificate of insurance evidencing the required insurance. Such certificates shall be issued by an insurance carrier(s) acceptable to Consultant and shall be endorsed to include: (1) Consultant as additional insured; and (2) a waiver of subrogation as to Consultant. This insurance shall be primary to any insurance available to Consultant. In the event Consultant expressly assumes any health and safety responsibilities for hazardous materials or other items specified in this Agreement, the acceptance of such responsibility does not and shall not be deemed an acceptance of responsibility for any other health and safety requirements, such as, but not limited to, those relating to excavation, trenching, drilling or backfilling.

8. Project Changes. In the event Client, the Project owner, or other party makes any changes in the plans and specifications, Client agrees to hold Consultant harmless from any liability arising out of such changes, and Client assumes full responsibility unless Client has given Consultant prior notice and has received Consultant's written consent for such changes.

9. Discovery of Unanticipated Hazardous Materials. Client warrants that it has made reasonable efforts to inform Consultant of known or suspected hazardous materials on or near the Project site. The parties acknowledge that hazardous materials may exist at a site where there is no reason to believe they are present. Consultant and Client agree that the discovery of such unanticipated hazardous materials constitutes a changed condition which may require either a re-negotiation of the scope of Consultant's Services or termination of such Services or this Agreement. Consultant agrees to notify Client as soon as practicable should hazardous materials be encountered at the site. Client agrees that in the event of the discovery of hazardous materials at the site it will report such discovery to the proper authorities as required by Federal, State, and local regulations. Client agrees to make the required report at the recommendation of Consultant, or, if unable to do so, authorizes Consultant to make such report. Client also agrees to inform the Project site owner in the event that hazardous materials are encountered at the site. Notwithstanding any other provision of this Agreement, Client waives any claim against Consultant, and to the maximum extent permitted by law, agrees to defend, indemnify, and save Consultant harmless from any claim, liability and/or defense costs for injury or loss arising from the presence of hazardous

materials on the project site, including any costs created by delay of the project and any costs associated with possible reduction of the property's value. Client is responsible for ultimate disposal of any samples secured by Consultant which are found to be contaminated.

10. Concealed or Subsurface Conditions. Consultant cannot know or guarantee the exact composition of a structure or site's concealed or subsurface condition, even after conducting a comprehensive exploratory program. Client acknowledges that there is a risk that exploratory destructive testing, drilling and sampling may result in damage or contamination of certain areas. Although Consultant will take reasonable precautions to avoid such an occurrence, Client waives any claim against, and agrees to defend, indemnify and save Consultant harmless from any claim or liability for injury or loss which may arise as a result of any exploratory activities. Client also agrees to adequately compensate Consultant for any time spent and expenses incurred in defense of any such claim.

11. Risk Allocation and Limitation of Liability. To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of the Consultant, and its officers, directors, partners, employees, agents and sub-consultants, and any of them, to the Client and anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to the Project or the agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied, of the Consultant, and its officers, directors, employees, agents or sub-consultants, or any of them, shall not exceed the total compensation received by the Consultant, for Services provided under this Agreement or \$50,000 whichever is more. Client agrees that Consultant shall not be responsible for the means, methods, procedures performance, site safety of the construction contractors or subcontractors, or for their errors or omissions. Client agrees that the work created pursuant to this Agreement is for the sole and exclusive use of Client and is not for the benefit of any third parties. This Agreement and the Services to be performed hereunder shall in no way be construed as a guarantee of deficient-free construction.

12. Limitations. Consultant's reports are prepared for Client and their client, and are not transferrable or assignable. The provisions of Consultant's reports does not imply that we are providing expert testimony for any litigation including answering interrogatories, answering questions in depositions, attending depositions, preparing exhibits for trial, providing expert testimony, or other litigation related services unless otherwise expressly stated in our service agreement. Consultant's reports shall not guarantee in any way the viability or safety of any structure, does not relieve the property owner of the responsibility for making repairs to the property, nor does Consultant's report relieve the property owner of the responsibility for ensuring that their building meets all applicable building codes or laws.

13. Delays. Consultant shall not be liable to Client for delays. Client shall indemnify, defend, and hold harmless Consultant from any actions or claims arising from delays.

14. Termination. This Agreement may be terminated without cause by either party upon thirty (30) days written notice, and at any time by either party if the other party defaults in the performance of any material provision of this Agreement and such default continues for a period of seven (7) days after written notice thereof. In the event of termination, Consultant will be paid for services performed through the date of termination, plus reasonable termination expenses, including the cost of completing analyses, demobilization, records and reports necessary to document job status at the time of termination.

15. Intellectual Property & Work Product. (i) All processes, procedures, work product, materials, methodologies or services used or provided by CONSULTANT in connection with this Project was, shall remain, or will always be, the intellectual property of CONSULTANT. Nothing in this Agreement shall operate as a waiver of ownership or a sale of ownership of any CONSULTANT intellectual property. (ii) Client represents and warrants that Client owns and/or has the right to use the intellectual property that is contained in any instrument, report, media, drawing, design, submittal, or document that Client provides to CONSULTANT in connection with the Project, and that said Client-provided document does not and shall not infringe, misappropriate, or violate the intellectual property rights of any third-parties (iii) All documents including reports, electronic media, and drawings, prepared or furnished by CONSULTANT and its subconsultants pursuant to this Agreement are instruments of service in respect of this Project and CONSULTANT will retain an ownership and property interest therein whether or not the Project is completed. The Client may make and retain copies of such documents for information and reference in connection with the Project; however, such documents are not intended or represented to be suitable for reuse by the Client, including extensions of the Project or on any other project, nor are they to be relied upon by anyone other than the Client. Accordingly, the Client will, to its fullest extent permitted by law, defend, indemnify and hold harmless CONSULTANT from and against any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions and damages whatsoever arising out of or resulting from any unauthorized reuse of the documents or disbursement by Client to third parties. If it is necessary to distribute any documents to an unrelated third party, both the third party and Client agree: (a) the third party is bound by all of the conditions and limitations of this

Agreement and related documents; and (b) the third party is bound by all limitations of liability or indemnity provisions.

16. Resolution of Disputes. The Client shall make no claim for professional negligence, either directly or by way of a cross complaint against the Consultant, unless the Client has first provided the Consultant with a written certification executed by an independent consultant currently practicing in the same discipline as the Consultant and licensed in the same State. This certification shall: (a) contain the name and license number of the certifier; (b) specify the acts or omissions that the certifier contends are not in conformance with the standard of care for a consultant performing professional services under similar circumstances; and (c) state in detail the basis for the certifier's opinion that such acts or omissions do not conform to the standard of care. All claims, disputes, controversies or matters in question arising out of, or relating to, this Agreement or any breach thereof, including but not limited to disputes arising out of alleged design defects, breaches of contract, errors, omissions, or acts of professional negligence, (collectively "Disputes") shall be submitted to mediation before and as a condition precedent to pursuing any other remedy. Upon written request by either party to this Agreement for mediation of any dispute, Client and Consultant shall select a neutral mediator by mutual agreement. Such selection shall be made within ten (10) calendar days of the date of receipt by the other party of the written request for mediation. In the event of failure to reach such agreement or in any instance when the selected mediator is unable or unwilling to serve and a replacement mediator cannot be agreed upon by Client and Consultant within ten (10) calendar days, a mediator shall be chosen as specified in the Mediation Rules of the American Arbitration Association then in effect, or any other appropriate rules upon which the parties may agree. Any cause of action brought against Consultant shall be brought within one year of the work or services performed under this Agreement.

17. Assigns. Client may not assign this Agreement or any right or obligation hereunder without the prior written consent of Consultant, which shall not be unreasonably withheld or delayed; provided, however, that no consent shall be necessary in the event of an assignment to a successor entity resulting from a merger, acquisition or consolidation by either party or an assignment to an Affiliate of either party if such successor or Affiliate assumes all obligations under this Agreement.

18. Waiver of Jury Trial. Each party waives its right to a jury trial in any court action arising between the parties, whether under this Agreement or otherwise related to the work being performed under this Agreement.

19. Liability for Others. Consultant shall not be responsible for the acts or omissions of the Client, architect, architect's other consultants, contractor, subcontractor, other third parties or their respective agents, employees, assigns, successors, or other persons performing any of the work. Consultant shall promptly notify Client if Consultant becomes aware of any inconsistencies in the services or information provided by other parties.

20. Governing Law and Survival. The validity of this Agreement, these terms, their interpretation and performance shall be governed by the laws of the State of Florida. Any and all actions shall be venue and brought in Broward County, Florida, where all parties consent to personal jurisdiction. If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitations of liability, indemnification, and non-solicitation & hiring of employees shall survive the termination of this Agreement for any reason. The failure of a party hereto at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same. No waiver by a party of any condition or of any breach of any term contained in this Agreement shall be effective unless in writing and signed by the waiving party, and no waiver in any one or more instances shall be deemed to be a continuing waiver of any such condition or breach in other instance or a waiver of any other condition or breach of any other term.

21. Waiver. No waiver by a party of any condition or of any breach of any term contained in this Agreement shall be effective unless in writing and signed by the waiving party, and no waiver in any one or more instances shall be deemed to be a continuing waiver of any such condition or breach in other instance or a waiver of any other condition or breach of any other term.

22. Enforceability. This Agreement shall be interpreted by the parties in a manner that ensures this Agreement's compliance with applicable local, state, federal, or foreign laws. The parties affirm that this Agreement is a collaborative effort between Client and Consultant, with no single party considered the drafter of this Agreement or having the drafting of this document construed against them.

23. Severability. Should a court find one of the provisions of this Agreement unenforceable, the remaining provisions of this Agreement shall remain in full force and affect.

24. Insurance. Consultant shall not (1) post a bond, (2) insure, or (3) indemnify Client against losses caused from the acts or omissions of other Contractors or Subcontractors that are not under contract to perform work for Consultant. Client

shall require other Contractors and Subcontractors to carry adequate insurance coverage, including such coverage for any performance for Client, to insure and indemnify Consultant against claims for damages, and to insure compliance with Project requirements, including work performance and materials.

25. Entire Agreement. This Agreement represents the entire agreement between the parties. No other prior written or oral representations, negotiations, or discussions are part of this agreement. To the extent allowed by law, any agreement that is a part of the scope of Consultant services and incorporated by reference into this agreement shall be subordinated to the terms and conditions of this agreement where they conflict.

**PROPOSAL ACCEPTANCE AGREEMENT
NV5, INC.**

Description of Services: Geotechnical Services
Project Name: Hollywood Lift Station N-07 & N-08 and SFWMD C-10 Canal Crossing
Project Location: Oakwood & Liberia, Hollywood, Florida
Proposal No.: 22-1089 (\$10,500)
Proposal Date: December 5, 2022

APPROVAL & PAYMENT OF CHARGES: *Invoices will be charged and mailed to the account of:*

Firm: _____

Attention: _____

Address: _____

_____ Email: _____

Telephone: _____ Fax: _____

PROPOSAL ACCEPTED BY:

AUTHORIZED SIGNATURE: _____

NAME & TITLE: _____

DATE ACCEPTED: _____

PAYMENT TERMS: Balance is due at the time of report delivery

Please remit payments to: PO Box 74008680, Chicago, IL 60674-8680

PROPERTY OWNER IDENTIFICATION (If other than above)

Name: _____

Address: _____

Telephone: _____ Fax: _____

This Proposal Acceptance Agreement, the scope of services outlined in the proposal, Schedule of Fees, and terms and conditions constitute the entire agreement between the Client and NV5, and supersede all prior written or oral understandings.



Proposal

December 5, 2022

EAC Consulting, Inc.
1601 Belvedere Road
Suite S-205
West Palm Beach, FL 33416
Attention: Mr. Stephen McGrew

Via E-Mail: smcgrew@eacconsult.com

Reference	Project Name:	Hollywood Lift Station N-07 & N-08; C010 Canal Crossing
	Project Address:	Hollywood, FL
	MUE PN:	MUE22072101

Dear Mr. McGrew,

We are pleased to propose the following agreement for providing structural engineering services on this project. This proposal will remain open for acceptance for 30 days from the date above.

MUEngineer's project scope of work (SOW)

Our scope and involvement in this project will be limited to the following structural consulting services:

- Attend site visit of Lift Stations N-07, N-08 and SFWMD C-10 Canal.
- Visually inspect all structures within the pump station sites and determine structural repairs of the wet wells and vaults.
- Provide structural report section for the BODR including structural codes, standards, regulations, design loads and materials of construction.
- Attend internal review meeting to discuss BODR structural section.
- Attend BODR meeting with Hollywood.
- Review signed and sealed geotechnical report with soil properties and foundation recommendations.
- Perform stability analysis (gravity and lateral loads) for the generator support
- Prepare structural system preliminary and detailed design drawings and technical specifications for the Lift station N-07 and N-08 foundation wall and top slab raised to the 500-year flood elevation; Lift station N-07 and N-08 emergency diesel generator support foundation and framing; SFWMD C-10 canal bridge mounted, or pile mounted force main support system.
- Designate elements to be designed by a delegated engineer such as generator enclosure, generator stability analysis, steel stairs and railings (if required). Specify type of element and position within the structural system. Specify the structural design criteria for the delegate engineer's design.
- Specify required submittals from the delegated engineer for the design team review.
- Prepare signed and sealed structural drawings and specifications

Special Conditions

- MUEngineers will be provided with a complete set of architectural and structural record documents of the original building construction in pdf, rvt or dwg file format.

Engineering Compensation

The fee for these services will be broken down as follows:

<ul style="list-style-type: none"> • Structural Design and Construction Documents (CDs) Broken down as follows: <ul style="list-style-type: none"> ▪ 60% CDs ▪ 90% CDs ▪ 100% CDs 	Fixed fee of \$32,000.00 (Total) Fixed fee of \$19,200.00 Fixed fee of \$9,600.00 Fixed fee of \$3,200.00
• Time related to value engineering tasks	Not included in our fee and scope
• Time related to private peer reviews	Not included in our fee and scope
• Permit Phase Assistance (limited to response to structural related permit comments, revising structural construction documents as per the permit comments and issuing Construction Documents (CDs)), final coordination and issuing 1000% Construction Documents	Included in our design fee above
• Bidding Assistance (responding to bidders RFIs and attending up to one bidding phase conference call)	Included in our design fee above
• Construction Administration Services (CA)	On an as needed and hourly rate basis per our standard rate schedule
• Project engineer site visits and attending meetings during construction.	On an as needed and hourly rate basis per our standard rate schedule
• Reimbursable expenses for printing and shipping of 2 permit sets per official building department permit review, printing and shipping of 2 signed and sealed sets of construction documents and printing and shipping of 2 sets of official building department permit revisions.	Fixed fee of \$300.00 (only applies if printed documents are requested and / or required)
• Special Inspections and additional site visits during construction	Not included in our scope and fee; Available as additional service or separate contract with ownership.

Any revisions to the scope of work, additional services, any changes to a portion of the structure for which the structural design has been completed more than 25% or additional services will be done at the prevailing hourly rates for the personnel involved.

Initial: _____

Hourly rate schedule

Principal	\$220.00 per hour
Project Manager	\$180.00 per hour
Project Engineer	\$160.00 per hour
Inspector	\$110.00 per hour
BIM/CAD Technician	\$110.00 per hour
Administrative	\$80.00 per hour

Specifications, documents, and deliverables

- Two sets of signed and sealed structural permit sets.
- Two signed and sealed copies of structural design reports.

Not included in our fee or scope

- Cost estimating
- Additional Reimbursable Expenses (See exhibit A for additional information)
- Design of items not related to the main building structure or indicated above such as:
 - Design of specialty-engineered structural building components and miscellaneous items not related to the main building structure such as concrete tilt wall panels, decorative and architectural precast concrete components, heavy timber framing and connections, wood trusses, light gauge steel framing, steel joists and girders, windows and doors and their attachments, trellises, canopies, screen framing, fabric structures, any type of stair framing and stair structures (other than conventional cast in place concrete stairs or wood framed stairs, ladders, railings, RTU curbs and stands, cooling tower support framing, trellises, elevated wood decks, etc., mechanical equipment support framing and hangers, etc.
- Design related construction means and methods, construction sequencing, construction loading conditions, sheathing, shoring, scaffolding, formwork, temporary bracing, etc.
- Material testing, if necessary, to determine material strengths, mechanical and chemical components, and composition of existing structural components

This proposal is based on the following assumptions.

- Structural record drawings of any currently existing or previously existing and demolished structures at the same site will be made available to MUEngineers, Inc.
- Lifts, ladders, or other appropriate means to access existing elevated roof or floor framing including a certified lift operator will be made available to MUEngineers at the time of the scheduled site visit(s)
- A Geotechnical Engineer will be retained by others and MUE will coordinate its foundation design with the Geotechnical Engineer's written report. Client understands, agrees, and accepts that MUE may use the Geotechnical Engineer's written report and is entitled to rely upon its accuracy and completeness. Client recognizes and understands that the Geotechnical Engineer is responsible for the accuracy and completeness of the Geotechnical Engineer's written report.
- The General Contractor or Construction Manager is solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with this work, including meeting all current OSHA regulations. MUEngineers, Inc. is not responsible for the means and methods of construction or for related safety precautions and programs.

Initial:

Additional Provisions

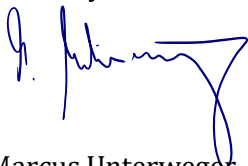
In the event that the Client requests termination of the work prior to completion, we reserve the right to complete such analysis and records as necessary to place our files in order and, where considered by us necessary to protect our professional reputation, to complete a report on the work performed to date. A termination charge to cover the cost thereof in an amount not to exceed 30 percent of all charges incurred up to the date of the stoppage of work may, at the discretion of MUEngineers, Inc., be applicable.

All work prepared by MUEngineers, Inc. is the property of the corporation and may only be used for its intended use. Said work may not be used at any other location for any other use without MUEngineers' written authorization.

This Letter of Agreement and Exhibit A constitute the entire agreement between the parties. Please examine these documents, sign, and return one copy along with the applicable retainer.

We are looking forward to working with you on this project.

Sincerely,



Marcus Unterweger, P.E., S.I., LEED AP
Principal

THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS, AND THE PERSON SIGNING ON BEHALF OF EACH HAS BEEN AUTHORIZED TO DO SO. IF THE PERSON SIGNING BELOW AS CUSTOMER IS ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, SUCH PERSON REPRESENTS THAT HE OR SHE HAS THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITION

Customer Name:

MUEngineers, Inc.

Authorize Signature: _____

Authorized Signature: _____

Print Full Name _____

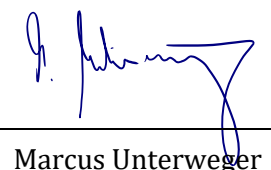
Print Full Name: _____

Job Title: _____

Job Title: _____

Signature Date _____

Signature Date: _____



Marcus Unterweger

Principal

December 5, 2022

NOTE: PLEASE RETURN A SIGNED COPY OF THE ACCEPTED PROPOSAL TO MUENGINEERS AS YOUR APPROVAL AND AUTHORIZATION TO COMMENCE WITH THESE DESIGN SERVICES

Initial: _____



EXHIBIT A – TERMS AND CONDITIONS

This is an exhibit attached to and made part of the Letter of Agreement dated December 5, 2022 between EAC Consulting, Inc. and MUEngineers, Inc. MUEngineers, Inc. (SE) shall perform the services outlined in this Agreement for the stated fee arrangement.

Fee

The total fee, except stated lump sum, shall be understood to be an estimate, based upon Scope of Services, and shall not be exceeded by more than ten percent without written approval of the Client. Where the fee arrangement is to be on an hourly basis, the rates shall be those that prevail at the time services are rendered.

Billings/Payments

Invoices for services and reimbursable expenses and are due when rendered. Invoices shall be considered past due if not paid within 14 days after the invoice date and MUE may, without waiving any claim or right against Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice. A service charge will be charged at guaranteed interest rate of 1.5% (or the legal rate) per month on the unpaid balance. In the event any portion of an account remains unpaid 90 days after billing, the Client shall pay cost of collection, including reasonable attorneys' fees.

Additional Reimbursable Expenses

Additional reimbursable expenses incurred directly or indirectly in connection with the project such as, but not limited to, printing and shipping expenses for additional sets of structural documents as / if requested, travel expenses [including travel time], overnight deliveries, etc.

Access to Site

Unless otherwise stated, MUE will have access to the site for activities necessary for the performance of the services. MUE will take precautions to minimize damage due to these activities but has not included in the fee the cost of restoration of any resulting damage.

Hidden Conditions and Hazardous Materials

A structural condition is hidden if it is concealed by an existing finish or if it cannot be investigated by reasonable visual observation. If MUE has reason to believe that a structurally deficient condition may exist, MUE shall notify the Client who shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition. If (1) the Client fails to authorize such investigation or correction after due notification, or (2) MUE has no reason to believe that such a condition exists, the Client is responsible for all risks associated with this condition, and MUE shall not be responsible for the existing condition nor any resulting damages to persons or property. SE shall have no responsibility for the discovery, presence, handling, removal, disposal, or exposure of persons to hazardous materials of any form.

Initial:



Indemnifications

MUE shall indemnify and hold harmless the Client and its personnel against any and all claims, damages, losses, and expenses to the extent they are caused by the negligent acts or omissions of MUE or its employees in the performance of its services under this agreement, subject to the Risk Allocation provisions. The Client shall indemnify and hold harmless MUE and all of its personnel from and against any and all claims, damages, losses and expenses arising out of or resulting from the performance of the services, provided that any such claims, damage, loss or expense is caused in whole or in part by the negligent act or omission and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except MUE) or anyone for whose acts any of them may be liable. This indemnification shall include any claim, damage, or loss due to the presence of hazardous materials.

Risk Allocation

In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant and Consultant's officers, directors, partners, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant and Consultants officers, directors, partners, employees, shareholders, owners and subconsultants shall not exceed \$100,000.00, or the Consultant's total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law

Termination of Services

This Agreement may be terminated upon 10 days written notice by either party should the other fail to perform their obligations hereunder. In the event of termination, the Client shall pay MUE for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

Ownership Documents

All documents produced by MUE under this Agreement shall remain the property of MUE and may not be used by the Client for any other endeavor without the written consent of MUE.

Dispute Resolution

Any claim or dispute between the Client and MUE shall be submitted to mediation, subject to the parties agreeing to a mediator. This agreement shall be governed by the laws of the principal place of business of MUEngineers, Inc.

It is intended by the parties to this Agreement that the Consultant's services in connection with the project shall not subject the Consultant's individual employees, officers, or directors to any personal legal exposure for the risks associated with this project. The Owner agrees that as the Owner's sole and exclusive remedy, any claim, demand, or suit shall be directed and/or asserted only against the Consultant, a Florida corporation, and not against any of the Consultant's employees, officers, or directors.

Initial:



PURSUANT TO SECTION 558.0035 FLORIDA STATUTES, THE CONSULTANT'S CORPORATION IS THE RESPONSIBLE PARTY FOR THE PROFESSIONAL SERVICES IT AGREES TO PROVIDE UNDER THIS AGREEMENT. NO INDIVIDUAL PROFESSIONAL EMPLOYEE, AGENT, DIRECTOR, OFFICER, OR PRINCIPAL MAY BE INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF THIS CONTRACT.

P:\Active\MUE22072101-EAC-HollywoodLiftStation-RFQ\Agreement\MUE22072101-Proposal.docx

Initial: _____



City of Hollywood Department of Public Utilities
Professional Engineering Consultant Services
Design And Construction Administration Services
Sewer Lift Stations N-07 And N-08 and Force main Canal Crossing (C-10)

12/12/2022

STEPHEN MCGREW, P.E., PMP, DBIA

Sr. Project Manager

EAC Consulting, Inc.

1601 BELVEDERE ROAD, SUITE S-205, WEST PALM BEACH, FL 33416

Dear Stephen:

GIT Consulting LLC is pleased to provide a proposal in support of the Design and Construction Administration Services for Sewer Lift Stations N-07 And N-08 and Force main Canal Crossing (C-10). The proposal covers the following items:

Task 2.5 Basis of Design Report (BODR)

GIT Consulting will provide support for the BODR which includes:

- Review grant requirements and information required to address potential SLR aspects
 - Determine 500-year flood elevation based upon FEMA records. FEMA's flood maps will be summarized and provided in GIS format in support of the project. Provide historic surge information and corresponding exceedances of surge peak data.
 - Review applicable reports for potential of storm surge flooding, these include Flood Protection Level of Service studies completed by SFWMD for the adjacent watersheds and other studies and reports which will be required to address lifecycle of the project and potential SLR
- Provide one to two-page summary on flooding potential and resiliency for the BODR.

PROPOSED BUDGET AND SCHEDULE

The proposed budget is summarized in the table below:

Task	Time hr	Rate Sr.Hydr	Task Budget
Task 2.5	32	\$165.00	\$5,280.00
Total			\$5,280.00

Regards,



Sincerely,
Georgio Tachiev, Ph.D. Principal
GIT CONSULTING LLC
PH: 305-632-9386