

1560 Sawgrass Corporate Parkway, Suite 240 Sunrise, Florida 33323 T: 954.200.7611

F: 954.200.7612

June 15, 2016

Clèce Aurélus, P.E.
Engineering Support Services Manager
Department of Public Utilities – ECSD
1621 N. 14th Avenue
P.O. Box 229045
Hollywood, FL 33022

Subject: City of Hollywood Water Main Replacement Project - City Project No. 15-5131

Dear Mr. Aurélus:

As requested, enclosed is Brown and Caldwell's proposal for engineering design services for water main replacement within the project limits defined as between Hollywood Boulevard, Johnson Street, N. 60<sup>th</sup> Avenue, and N. 52<sup>nd</sup> Avenue, as further explicitly delineated within the attached proposal.

The proposed work will consist of surveying, geotechnical investigations, design, permitting, bidding, and limited construction observation services for the replacement of approximately 60,500 linear feet of water mains. Included within this proposal is the replacement of all water mains located within the Hollywood Boulevard right-of-way between N. 60<sup>th</sup> Avenue and N. 52<sup>nd</sup> Avenue including FDOT permit applications for Roadway Right-of-Way construction. It is anticipated that the surveying and design will be completed within seventeen (17) months from NTP, with bidding and construction services to follow.

As per the attached proposal and fee, Brown and Caldwell will perform design and construction services for a total lump sum fee not to exceed \$692,643. Please provide a Purchase Order and Notice to Proceed following acceptance of the proposal terms and conditions. If you have any questions or comments, please feel free to contact us for clarification.

Very truly yours,

**Brown and Caldwell** 

Misonle

Celia D. A. Earle, Ph.D.

Vice President

cc: V. Hurlburt, Brown and Caldwell

B. Scott, Brown and Caldwell

Attachments (1)

1. Engineering Services Proposal and Fee for Water Main Replacement Program, City Project No. 15-5131.

# Engineering Services Proposal For WATER MAIN REPLACEMENT PROGRAM

Hollywood Blvd. to Johnson Street, and N. 60<sup>th</sup> Ave. to N. 52<sup>nd</sup> Ave.

#### **PROJECT NO. 15-5131**

#### CITY OF HOLLYWOOD, FLORIDA

June 15, 2016

#### INTRODUCTION/OVERVIEW

The City of Hollywood (CITY) has requested that Brown and Caldwell (CONSULTANT) provide professional engineering services for design and limited construction management for water distribution system improvements within the City's specifically designated PROJECT area.

The boundaries of the PROJECT area are shown in Exhibit 1 and are described as the following:

Northern Boundary: The southern right-of-way of Johnson Street between the eastern

right-of-way of N. 60<sup>th</sup> Avenue and the western right-of-way of N. 56<sup>th</sup> Avenue, and the northern right-of-way of Johnson Street between the western right-of-way of N. 56<sup>th</sup> Avenue and the

eastern right-of-way of N. 53<sup>rd</sup> Avenue;

Eastern Boundary: The eastern right-of-way of N. 53<sup>nd</sup> Avenue between Johnson

Street and Polk Street (including Polk Street up to the western right-of-way of N. 52<sup>nd</sup> Avenue), and the western right-of-way of

N. 52<sup>nd</sup> Avenue between Polk Street and Hollywood Blvd;

Southern Boundary: The southern right-of-way of Hollywood including the right-of-way

intersection of 52<sup>nd</sup> Avenue and Hollywood Boulevard;

Western Boundary: The eastern right-of-way of N. 60<sup>th</sup> Avenue (State Road 7)

between Hollywood Boulevard and Johnson Street.

The following areas are NOT included:

- The right-of-way of State Road 7 (N. 60<sup>th</sup> Avenue)
- The right-of-way of Johnson Street from N. 60<sup>th</sup> Avenue to N. 56<sup>th</sup> Avenue

 The right-of-way of N. 52<sup>nd</sup> Avenue from the northern right-of-way of Hollywood Boulevard to Polk Street

The CITY indicated that there will be no design work within the right-of-way (ROW) of State Road 7 (N. 60<sup>th</sup> Avenue). Design work is included within the ROWs of Hollywood Boulevard (between State Road 7 and N. 52<sup>nd</sup> Avenue), Johnson Street (between N. 56<sup>th</sup> Avenue and N. 53<sup>rd</sup> Avenue), N. 53rd Avenue (Chaminade Drive West), as well as for all streets and alleys (with existing water mains) within the area bounded by the above-named streets. Certain street segments (Tyler, Polk, Taylor, Fillmore, Pierce, Buchanan, and Lincoln) do not require land surveying for the portion between N. 56<sup>th</sup> Avenue and N. 52<sup>nd</sup> Avenue because there are no existing water mains in those roadways. In addition, only those roadways disturbed by installation of replacement water mains will receive full width asphalt pavement replacement. Any additional work or services outside the stated project boundaries will be based on CONSULTANT's hourly rates, and will be included in a change order to this engineering services agreement. The scope of work includes five (5) crossings and the associated connections within Hollywood Boulevard.

The PROJECT area consists of approximately 60,500 linear feet (LF) of water mains including approximately 8,300 LF within the Hollywood Boulevard ROW. A preliminary hydrant coverage analysis indicates that areas of the system in the project area would benefit from additional hydrants. Any decisions regarding addition and placement of fire hydrants, including hydrant coverage and fire flow analysis for this project is solely the responsibility of the CITY. Decisions regarding hydrant placement will be provided to the CONSULTANT prior to 60 percent design submittal.

The purpose of this project is to replace existing undersized and aging water mains located in the specifically bounded area. The CITY has requested that all existing 2-inch and 3-inch diameter water mains will be replaced with 4-inch diameter PVC water mains. In addition, existing 6-inch diameter water mains with existing fire hydrants will be increased to 8-inch diameter. The potable water distribution piping arrangement will be designed as a looped system to minimize piping dead ends where possible given the limitations of the project area. A portion of the existing water distribution system (N. 56th Avenue to N. 53rd Avenue and other segments of alleys within the bounded area) are currently located in an alley easement at the rear of the residential properties. The existing water meters and water service connections are located in these same alleys. Designing the proposed water mains in the alleys will facilitate the switchover to the new water mains. Once the undersized existing water mains are replaced (and cleared for use by the regulatory agency) the existing water services will be connected to the newly installed water mains. The old undersized existing piping segments will be removed from service, and the piping larger than 6-inch diameter will subsequently be grouted and capped, rather than removed and disposed of. All existing piping less than 6-inch diameter will be plugged and abandoned in place, but will not be grouted. The segments of existing 2-inch diameter water main along the five (5) alleys will be increased to 4inch diameter per the City's direction.

The project includes the following tasks: preliminary design (60 Percent) services (including surveying, geotechnical exploration, and utility locates), final design (90 Percent and 100 Percent) services, permitting services, bidding services, and limited construction administration services. The required land surveying and geotechnical services will be performed by specialty sub-consultants. A detailed description of the overall scope of services to be provided to the CITY for this PROJECT is presented below. Any deviations from the assumed limits of the work described herein or assumed length of new pipe required will necessitate an amendment to the project scope and associated fees.

#### SCOPE OF SERVICES

#### TASK 1.0 PRELIMINARY DESIGN PHASE

#### 1.1 Data Collection and Review

#### 1.1A Review of City Provided Information

The CONSULTANT will review all CITY-provided information applicable and pertinent to the PROJECT including, but not limited to, record drawings, atlases, geotechnical reports, surveys, right-of-way records, and easements. The CONSULTANT will review the requirements of applicable regulatory agencies having jurisdiction. The CONSULTANT's review shall be initiated once the CITY has collected and furnished all available information.

#### 1.1B Preliminary Site Visit

The CONSULTANT will perform preliminary site visits to review the existing conditions for the proposed water distribution system improvements. The CONSULTANT will consider observable current field conditions and any proposed site improvements (provided by the CITY) that may affect the PROJECT during the design of the water distribution system. Verification of survey information and utility locations will be made to facilitate preliminary design decisions.

# 1.2 <u>Topographical Survey</u>

Professional Land Surveying services will be performed for this PROJECT. The topographic survey will include locating and identifying all visible existing above-ground and underground utilities and infrastructure to a point of 5 feet outside the ROW line, and locate existing water meters (including within rear easements) within the project limits. The survey will be limited to the full ROW (plus 5 feet outside the ROW lines) of all streets and alleys containing an existing or proposed water main as detailed in the

attached sub-consultant scope of work. In addition, underground utilities (marked by others) within the Hollywood Boulevard ROW will be located and included in the survey. (See attached sub-consultant scope of work).

#### 1.3 Geotechnical Services

Geotechnical engineering services will be performed for this PROJECT. Up to 10 SPT borings will be performed in areas identified as potential directional bore locations for the five (5) crossings of Hollywood Boulevard. The 10 SPT borings will be conducted during the pre-design phase regardless of whether directional bore is determined to be feasible and utilized in the final design. (See attached sub-consultant scope of work).

# 1.5 <u>60 Percent Design</u>

#### 1.5A Preparation of 60 Percent Contract Drawings

The CONSULTANT will prepare the 60 percent Contract Drawings as necessary to depict and describe the water distribution system improvements in a clear and concise manner. The drawings will be prepared in the latest version of AutoCAD™ using a 22" x 34" drawing format. Topographic survey will be utilized for the generation of the drawing base sheets. The drawings will meet all requirements for construction contract competitive bid formulation and subsequent construction of the PROJECT. All documents will comply with current requirements of the CITY's Standards. The CONSULTANT will conduct an internal quality assurance and "constructability" review prior to the submittal to the CITY.

The CONSULTANT will submit two (2) sets of 11" by 17" drawings and one (1) set of PDF documents will be provided to the CITY for review of the 60 percent contract documents. The proposed sheets to be included in the 60 Percent Contract Drawing set are provided in Exhibit 2.

The 60 percent level of completion submittal will include a complete set of plan drawings indicating the pipeline alignment, all survey and topographic information, identified existing utility locations, water main and water service connections, and applicable construction details.

## 1.5B 60 Percent Review Meeting

The CONSULTANT will meet with the CITY following the 60 percent submittal to review and discuss CITY comments.

At the 60 percent submittal review, the CITY and CONSULTANT will agree on the direction of all major design decisions for the project including the proposed water main alignment, line extensions, tie-in locations, tie-in configurations, location of appurtenances (valves, hydrants, meters, pavement, etc.), the addition of drawing sheets or details, and any other decisions which require significant design effort for completion of the 90 percent level design submittal to follow.

#### TASK 2.0 FINAL DESIGN PHASE

#### 2.1 90 & 100 Percent Design

# 2.1A <u>Preparation of 90 Percent Contract Drawings, Inserts to City</u> <u>Specifications, and Preliminary EOPCC</u>

The CONSULTANT will prepare the 90 percent Contract Drawings as necessary to depict and describe the water distribution system improvements in a clear and concise manner. The drawings will be prepared in the latest version AutoCAD™ using a 22" x 34" drawing format. Topographic survey will be utilized for the generation of the drawing base sheets. The drawings will meet all requirements for construction contract competitive bid formulation and subsequent construction of the PROJECT. All documents will comply with current requirements of the CITY's Standards and Specifications (front end and technical). The CONSULTANT will conduct an internal quality assurance and "constructability" review prior to the submittal to the CITY.

At the 90 percent submittal, the CITY comments received at the 60 percent review will be incorporated. The 90 percent level of completion submittal will include a complete set of plan drawings indicating the pipeline alignment, all survey and topographic information, identified existing utility locations, water main and water service connections, and applicable construction details. The proposed sheet set is provided in Exhibit 2, to be included in the 90 Percent Contract Drawing set.

The 90 percent complete drawings will be at a level of completion that will allow the PROJECT to be submitted for permit application to the required regulatory agencies. Two (2) sets of 11" by 17" drawings and one (1) pdf copy of the documents (front end and technical specifications) will be provided to the CITY for review of the 90 percent contract drawings.

The CONSULTANT will prepare and submit a Preliminary Engineer's Opinion of Probable Construction Cost (EOPCC) at the 90 percent completion level.

#### 2.1B <u>90 Percent Review Meeting</u>

The CONSULTANT will meet with the CITY following the 90 percent submittal to review and discuss CITY comments.

Any remaining design revisions requested by the CITY are due at the 90 percent review meeting. Design revisions include any deviation from the proposed alignment, line extensions, tie-in re-configurations, addition or removal of appurtenances (valves, hydrants, meters, pavement, etc.), changes requiring additional drawing sheets, or any other change which would result in significant design modification effort. Exempt from this list are design changes made to satisfy requirements for construction contract competitive bid formulation, compliance with current requirements of the CITY's Standards and Specifications, or the requirements of any other authorities having jurisdiction.

Any design modifications requested by the CITY following the 100 percent submittal are beyond the stated scope of services, and will be only be included following a change order to this engineering services agreement based on the CONSULTANT's hourly rates.

# 2.1C <u>Preparation of 100 Percent Contract Documents, Inserts to City</u> <u>Specifications, and EOPCC</u>

At the 100 percent submittal, comments received and reconciled at the 90 percent review meeting with the CITY will be incorporated. Two (2) 11" by 17" sets and one (1) electronic PDF format of the 100 percent contract drawings will be provided for use on the CITY's website for use in the advertisement of the PROJECT. The 100 percent complete submittal will include the bid schedule/form, table of contents, and the front end and technical specifications in electronic Microsoft Word<sup>TM</sup> and pdf format.

The CONSULTANT will prepare and submit an EOPCC at the 100 percent completion level.

# 2.1D <u>100 Percent Review Meeting</u>

The CONSULTANT will meet with the CITY following the 100 percent submittal to review and discuss CITY comments.

Only minor revisions are to be made following the 100 percent submittal. As outlined in Section 2.1B of this Scope of Work, any design modifications requested by the CITY following the 100 percent submittal are beyond the stated scope of services, and will be only be included following a change order to this engineering services agreement based on the CONSULTANT's hourly rates.

Final drawings (including any comments from regulatory agencies) will consist of the following:

- Two (2) sets 24" by 36" signed and sealed (for CITY)
- Two (2) sets 11" by 17" (for CITY)

- Two (2) sets 24" by 36", PDF and CAD (for Contractor)
- Survey in PDF and CAD

# 2.2 <u>Preparation of Permit Applications</u>

The CONSULTANT will prepare and submit the following permit applications:

- Broward County Health Department (BCHD)/Florida Department of Environmental Protection (FDEP) permit applications – Application for a General Permit to Construct PWS Components.
- FDOT permit application(s) for Roadway Right-of-Way (for Hollywood Boulevard – State Road 822) – for the crossings and associated connections (between SR-7 and N. 52<sup>nd</sup> Avenue). As required for the FDOT permit, the CONSULTANT will prepare two drawing sheets for each crossing of Hollywood Blvd (up to 10 sheets total) including a plan and profile sheet and FDOT permit photo sheet.
- Broward County Traffic
- City of Hollywood Roadway Right-of-Way Permit Application

The CONSULTANT will respond to all requests for additional information from the permitting agencies. The CITY will pay the fees for all permit applications.

#### TASK 3.0 BIDDING PHASE SERVICES

The following scope of services outlines the tasks to be completed by the CONSULTANT during the bidding phase. The CITY will be responsible for advertising the construction project, distributing the bidding documents, and awarding the contract.

#### 3.1 <u>Attend Pre-Bid Conference</u>

The CONSULTANT will attend a Pre-Bid Conference to discuss the project with all prospective bidders and respond to technical questions. Questions regarding the project will be recorded at the meeting and addressed in writing following the meeting. The CONSULTANT will prepare agenda and minutes of pre-bid conference.

#### 3.2 Bidders Questions and Addenda

The CONSULTANT will answer questions from bidders, provide clarifications, and prepare responses to be included in addenda. The CONSULTANT will prepare and submit the addenda to the CITY in a timely manner that allows reception of addenda by

all bidders no later than a minimum of seven (7) days prior to bid opening date. The CITY will be responsible for the distribution of the addenda to the bidders.

#### 3.3 Bid Evaluation and Recommendation of Award

The CONSULTANT will prepare a bid evaluation after receipt of the bids. This bid evaluation will include a tabulation of bids plus a review of the bid package from the three (3) lowest responsive bidders. The review of the three (3) lowest responsive bids will include an inspection of the bid package for completeness, errors and omissions, evaluation of the listed experience on similar project, evaluation of other submitted data and review of the references of the lowest bidder. Following the bid evaluation, the CONSULTANT will prepare and submit a recommendation of Contract Award to the CITY.

# TASK 4.0 CONSTRUCTION PHASE SERVICES

The CONSULTANT will provide the following limited services during construction. The following Scope of Work to be provided during construction is based on the assumption that the construction period from the construction notice to final completion of construction will be 18 months. In addition, it is assumed that the CITY will provide their own staff to perform the necessary full-time routine daily construction observation services of the Contractor's activities (e.g. tie-ins, bedding preparation, pipe laying, and backfilling/compaction/restoration along entire alignment). The CONSULTANT observation services provided in this Scope of Work are limited to review of daily inspection reports (prepared and provided by CITY) and limited onsite observation of pressure tests and other critical activities only.

## 4.1 Conduct Pre-construction Conference

The CONSULTANT will attend and conduct a pre-construction conference for the PROJECT. During the conference, the CONSULTANT will present the agenda and conduct the meeting. After the conference is completed, the CONSULTANT will prepare minutes for distribution to the meeting attendees.

#### 4.2 Shop Drawing Review

The CONSULTANT will review shop drawings submitted by the Contractor. Activities for this task include maintaining a submittal log/record, reviewing shop drawings, providing review comments, and transmitting copies of reviewed shop drawings to the CITY staff and the Contractor.

# 4.3 Technical Assistance

The CONSULTANT will provide technical assistance to CITY representatives during project construction and provide limited clarifications and interpretation of the Contract Documents (drawings) to resolve design related technical issues or conflicts which may arise. The CONSULTANT will also provide limited technical support and attend required field meetings concerning the resolution of field conflicts pertaining to the design. Hours for this task will be limited to the breakdown as shown on the cost proposal. Attendance at field coordination meetings that are not design based and do not require the direct technical assistance of the CONSULTANT will NOT be required, including but not limited to maintenance of traffic (MOT) coordination meetings, soft-dig verifications, or more than 18 monthly progress meetings.

# 4.4 Observation

The CONSULTANT will review daily inspection reports (prepared by CITY) and conduct limited onsite observation (i.e., pressure tests and other critical activities) only during Contractor work activities. The on-site observation hours by the CONSULTANT will be monitored to ensure that the observation only occurs during pertinent work activities. The CITY will provide their own staff to perform the necessary full-time routine construction observation services of the Contractor's activities (e.g. tie-ins, bedding preparation, pipe laying, and backfilling/compaction/restoration along entire alignment). The CONSULTANT will witness pressure tests.

#### 4.5 <u>Monthly Progress Meetings</u>

The CONSULTANT will attend up to eighteen (18) monthly progress meetings during construction. The CONSULTANT will conduct all monthly progress meetings and develop the agenda and meeting minutes for each monthly progress meeting.

# 4.6 Substantial and Final Completion Inspections

The CONSULTANT will perform site inspections at milestones such as project substantial completion and final completion. Each inspection will be performed with the CITY representatives with the objective of developing a punch list for deficient work.

#### 4.7 Review of Record Drawings

The CONSULTANT will be responsible for reviewing and approving the reconciled asbuilt drawings received from the Contractor (signed by the Contractor's surveyor). These reconciled as-built/record drawings will be provided to the CONSULTANT as one (1) hard copy and one (1) electronic PDF. The CONSULTANT will review and approve drawings and submit revisions to the Contractor. Following approval and revision, Contractor will submit four (4) hard copies, and electronic PDF and CAD files to the CONSULTANT. The CONSULTANT will sign and seal these drawings and submit one set to the Broward County Health Department (BCHD), one (1) set to FDOT and two
 hard copy sets of record drawings and one (1) electronic file in AutoCAD™ format on a CD to the CITY.

## 4.8 **Project Certification & Closeout**

The CONSULTANT will prepare and submit the required Certificate of Completion and attach the associated signed and sealed record drawings for the PROJECT to the BCHD/FDEP/FDOT. The CONTRACTOR will provide copies of the water main hydrostatic pressure test results and bacteriological test results to the CONSULTANT to review prior to completing the Certification of Completion. This task is contingent on receipt of daily reports from the CITY inspectors. Prepare and submit closeout documentation for all required permits.

#### CITY OF HOLLYWOOD'S RESPONSIBILITIES

The CITY will provide the following information or will perform the following activities:

- 1. Provide record drawings or atlases (water and wastewater) of the PROJECT area. Provide available listing of all existing water meters and water service connections for the PROJECT area.
- 2. Verification of all water main sizes, hydrant locations, and fire flow coverage.
- 3. Provide electronic copies of updated versions of front end and technical specifications, and CITY details for use by the CONSULTANT.
- 4. Acquisition of all easements from owners of property encroached by any proposed utility easements and negotiations related thereto.
- 5. Review of the contract drawings at the 60 and 90 percent design level, and submit review comments to the CONSULTANT within 60 days in accordance with the schedule below. CITY and CONSULTANT will agree on the direction of all major design decisions for the project at the 60 percent submittal review. All design revisions and modifications requested by the CITY are due following 90 percent design submittal.
- 6. Distribution of the bid documents (drawings and specifications) and all addenda.
- 7. Provide payment for all permit application fees.
- 8. Provide full-time observation services during construction activities. These services shall consist of daily observation and documentation of construction progress, resources utilized, testing, preparation of inspection reports, and documentation and resolution of field conflicts that may emerge.

- Provide copies of daily reports to the CONSULTANT on a timely basis as required for preparation of Certificate of Completion and signed and sealed record drawings.
- 10. Prepare, review, and negotiate change orders.
- 11. Coordinate with Contractor for performance of bacteriological testing requirements.
- 12. Independent verification of the utility locations and elevations (Soft-Digs).
- 13. Where required, coordinate with property owners and Contractor for final placement of services/meter boxes during the construction phase.
- 14. Review and approval of Contractor Application for Pay Request.
- 15. Public engagement, notification, advisory meetings, and complaint response.

#### **SCHEDULE**

We anticipate completing the design phase of the PROJECT based on the following schedule starting from the receipt of the engineering services notice to proceed (NTP) letter. The milestone dates are also based on the receipt of the topographic survey from the land surveying subconsultant once authorized.

Milestone	Days from NTP
60% Submittal to City	300 Calendar Days
60% Review Comments from City	360 Calendar Days
90% Submittal to City	420 Calendar Days
90% Review Comments from City	480 Calendar Days
100% Submittal to City	510 Calendar Days

#### **ASSUMPTIONS**

CONSULTANT's services under this scope of services do **NOT** include:

- 1. The CITY will provide water main sizes for all mains.
- 2. Hydraulic modeling.
- 3. Consolidation of crossings along Hollywood Blvd.
- 4. Fire flow coverage analysis.

- 5. Attendance at more than eighteen (18) monthly progress meetings.
- 6. Independent soft-dig verification of the utility locations (CITY-provided).
- 7. Preparation of the technical specifications (CITY-provided). CONSULTANT will modify CITY-provided specifications for the project.
- 8. Preparation of front-end documents (CITY-provided).
- 9. The "Advertisement for Bids" under bidding services.
- 10. There are certain CONSULTANT activities that are time dependent. As such, any extensions of time to the contract during the construction phase may result in additional fees by the CONSULTANT.
- 11. Preparation of Maintenance of Traffic (MOT) plans or traffic studies (prepared by the Contractor).
- 12. Sanitary sewer, storm sewer, landscaping, or other improvements.

CONSULTANT will generally assume available record drawings and related information regarding the locations of the existing underground utilities is accurate.

#### **COMPENSATION**

CONSULTANT proposes to perform the above services included the PROJECT for a total lump sum fee not to exceed \$692,643. Any additional work or services beyond the stated scope of services will be based on CONSULTANT's hourly rates, and will be included in a change order to this engineering services agreement.

For the services to be completed under this scope, CONSULTANT will invoice the CITY on a monthly basis for services completed to date.

**Exhibit 1. Project Extents** 



Exhibit 2. Proposed Sheet Set List

Description	No. of Drawings
Cover sheet	1
General Notes and Project Notes	1
Legend and Abbreviations	1
Project Key Maps and Key Maps	15
Water Main Abandonment Plans	4
Pavement Restoration Plans	12
Plan Sheets @ 1-inch equals 20-feet scale, The plan sheets will be double-stacked plan views, and will not include a profile view, as the water mains will be designed for 3-foot of cover material.	60
Site Plan Detail Sheets	8
Civil Details (CITY-provided)	3
Pavement Striping Plans	12
FDOT Permit Plans, Profiles and Photos	12

Table 1. Summary of Engineering Fees - City of Hollywood - Water Main Improvements

Description	Amount
Labor Costs	\$ 467,787
Other Direct Costs	\$ 224,856
Total Fee	\$ 692,643

#### COST ESTIMATE

# CITY OF HOLLYWOOD WATER MAIN REPLACEMENT PROGRAM

		Vice	Chief	Managing	Senior	Engineer	Senior	Administrative		
		President	President Engineer	Engineer (QA/QC)	Engineer	II	Drafter	Coordinator	Labor	Labor
	Billing Labor Rate	\$254.00	\$237.01	\$218.99	\$156.19	\$116.85	\$98.87	\$98.87	Hours	Cost
DESIGN & CONSTRUCTION										
TASK NO. 1 - PRELIMINARY DESIGN PHASE										
1.1 DATA COLLECTION AND REVIEW										
1.1A REVIEW OF CITY PROVIDED INFORMATION			4			16			20	2,8
1.1B PRELIMINARY SITE VISIT			8	2		24			34	5,1
1.2 TOPOGRAPHICAL SURVEY										
1.3 GEOTECHNICAL SERVICES										
1.4 60 PERCENT DESIGN										
1.4A PREPARATION OF 60 PERCENT CONTRACT DRAWINGS		18	60	32	180	112	1220	26	1648	190,1
1.4B 60 PERCENT REVIEW MEETING		2	4		4	4			14	2,5
Hour Subtotal		20	76	34	184	156	1220	26	1716	
Labor Cost Subtotal		\$5,080	\$18,013	\$7,446	\$28,739	\$18,229	\$120,621	\$2,571		200,
TASK NO. 2 - FINAL DESIGN PHASE										
2.1 90 & 100 PERCENT DESIGN										
2.1A PREPARATION OF 90 PERCENT CONTRACT DRAWINGS AND PRELIMINARY EOPCC		8	40	16	68	32	480	14	658	78,2
2.1B 90 PERCENT REVIEW MEETING		4	4		4	4			16	3,
2.1C PREPARATION OF 100 PERCENT CONTRACT DOCUMENTS AND EOPCC		8	16	4	20		128	8	184	23,
2.1D 100 PERCENT REVIEW MEETING		4	4		4	4			16	3,0
2.2 PREPARATION OF PERMIT APPLICATIONS		2	36		40		24	4	106	18,0
Hour Subtotal		26	100	20	136	40	632	26	980	
Labor Cost Subtotal		\$6,604	\$23,701	\$4,380	\$21,242	\$4,674	\$62,486	\$2,571		125,6
TASK NO. 3 - BIDDING PHASE SERVICES										
3.1 ATTEND PRE-BID CONFERENCE		4	2		6	4			16	2,8
3.2 BIDDERS QUESTIONS AND ADDENDA		2	4		4	4	8	2	24	3,5
3.3 BID EVALUATION AND RECOMMENDATION OF AWARD					2	10			12	1,4
Hour Subtotal		6	6	0	12	18	8	2	52	
Labor Cost Subtotal		\$1,524	\$1,422	\$0	\$1,874	\$2,103	\$791	\$198		7,9
TASK NO. 4 - CONSTRUCTION PHASE SERVICES										
4.1 CONDUCT PRE-CONSTRUCTION CONFERENCE		4	4		8				16	3,
4.2 SHOP DRAWING REVIEW		2	16	4	40	104		4	170	23,
4.3 TECHNICAL ASSISTANCE		6	34	12	80			6	138	25,2
4.4 OBSERVATION		6	24	12	76	200		10	328	46,0
4.5 MONTHLY PROGRESS MEETINGS		12	18		36			6	72	13,
4.6 SUBSTANTIAL & FINAL COMPLETION INSPECTIONS		2	16		40				58	10,8
4.7 REVIEW OF RECORD DRAWINGS		2	12						14	3,3
4.8 PROJECT CERTIFICATION & CLOSEOUT			10	2		32		10	54	7,5
Hour Subtotal		34	134	30	280	336	0	36	850	
Labor Cost Subtotal		\$8,636	\$31,759	\$6,570	\$43,733	\$39,262	\$0	\$3,559		133,5
	PHASE 2 - Total Labor Hours	86	316	84	612	550	1,860	90	3,598	
	PHASE 2 - Total Labor Cost	\$21,844	\$74,895	\$18,395	\$95,588	\$64,268	\$183,898	\$8,898	•	\$467,78

#### OTHER DIRECT COSTS SUMMARY

			NO. OF	UI	NIT	TOTAL
		UNIT	UNITS	CC	OST	COST
	CORVING AND DRIVITING					
1.0	COPYING AND PRINTING		0.15	•		<b>0.1.000</b>
	FULL-SIZE DRAWINGS	DRAWINGS	645	\$	2	\$1,290
2.0	MAILING - FED EXPRESS	UNIT	0	\$	20	\$0
	C)	IDTOTAL OTHER DIDEC	OT COSTS			£4 200
	50	JBTOTAL OTHER DIREC	51 60515			\$1,290
3.0	SUBCONTRACTS					
	GEOTECHNICAL (includes 10% markup)	LS		\$14,1	96.00	\$15,616
	SURVEYING (includes 10% markup)	LS		\$189,	046.00	\$207,951
		SUBCONTRACTS SUB	TOTAL			\$223,566
		TOTAL ODCS	·			\$224,856

# GIBBS LAND SURVEYORS

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

February 18, 2016

Victor A. Hurlburt, PE Brown and Caldwell 2301 Lucien Way Suite 250 Maitland, FL 32751

RE: City of Hollywood - Water Main Replacement Project - City Project No. 15-5131

Dear Mr. Hurlburt:

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

#### LIMITS OF WORK

Hollywood Boulevard to Johnson Street – between N. 60<sup>th</sup> Avenue (S.R. 7) and N. 53 Avenue, more particularly described as follows:

- The full right-of-way (ROW) width of Hollywood Boulevard from the east edge of pavement of State Road 7 ( N. 60<sup>th</sup> Avenue) to the east ROW of N. 52nd Avenue.
- 2. The full roadway ROW width of Johnson Street between the east edge of pavement of N 56th Avenue to the east ROW line of N. 53rd Avenue.
- 3. The full ROW of N. 53 Avenue (Chaminade Drive West) between Polk Street and Johnson Street.
- 4. The full roadway ROW of Columbus Parkway including all circles and intersections.
- 5. The full roadway ROW of Glenn Parkway including all circles and intersections
- The full roadway ROW of alley between Hollywood Boulevard and Tyler Street for length between the east edge of pavement of State Road 7 (N. 60<sup>th</sup> Avenue) to east ROW line of N. 52<sup>nd</sup> Avenue.
- The full roadway ROW of Tyler Street for length between the east edge of pavement of State Road 7 (N. 60<sup>th</sup> Avenue) to east ROW line of N. 56<sup>th</sup> Avenue.
- 8. The full roadway ROW of alley between Tyler Street and Polk Street for length between N 56 Avenue to east ROW line of N 52 Avenue.
- The full roadway ROW of Polk Street for length between the east edge of pavement of State Road 7 (N. 60th Avenue) to east ROW line of N 56 Avenue.
- 10. The full roadway ROW of alley between Polk Street and Taylor Street for length between N. 56th Avenue to east ROW line of N. 53rd Avenue.
- 11. The full roadway ROW of Taylor Street for length between the east edge of pavement of State Road 7 (N. 60th Avenue) to east ROW line of N. 56 Avenue.
- 12. The full roadway ROW of alley between Taylor Street and Fillmore Street for length between N. 56<sup>th</sup> Avenue to east ROW line of N. 53<sup>rd</sup> Avenue.

Victor Hurlburt Brown and Caldwell City of Hollywood Watermain Replacement Proj. February 18, 2016 Page 2 of 4

- 13. The full roadway ROW of Fillmore Street for length between the east edge of pavement of State Road 7 (N. 60th Avenue) to east ROW line of N. 56 Avenue.
- 14. The full roadway ROW of alley between Fillmore Street and Pierce Street for length between N. 56 Avenue to east ROW line of N. 53<sup>rd</sup> Avenue.
- 15. The full roadwy ROW of Pierce Street for length between the east edge of pavement of State Road 7 (N. 60<sup>th</sup> Avenue) to east ROW line of N. 56 Avenue.
- 16. The full roadway ROW of alley between Pierce Street and Buchanan Street for length between N. 56 Avenue to east ROW of N. 53<sup>rd</sup> Avenue.
- 17. The full Roadway ROW of Buchanan Street for length between the east edge of pavement of State Road 7 (N. 60th Avenue) to east ROW line of N. 56 Avenue.
- 18. The full roadway Row of alley between Buchanan Street and Lincoln Street for length between N. 56<sup>th</sup> Avenue to east ROW line of N. 53 Avenue.
- 19. The full roadway ROW of Lincoln Street for length between the east edge of pavement of State Road 7 (N. 60th Avenue) to east ROW line of N. 56 Avenue.
- 20. The full roadway ROW of alley between Lincoln Street and Johnson Street for length between N. 56<sup>th</sup> Avenue to east ROW line of N. 53 Avenue.
- 21. The full roadway ROW of north-south alley between N. 60<sup>th</sup> Avenue and N. 59<sup>th</sup> Avenue for length between Hollywood Boulevard and Johnson Street.
- 22. The full roadway ROW of north-south alley between N. 57<sup>th</sup> Avenue and N. 56<sup>th</sup> Avenue for length between Hollywood Boulevard and Johnson Street.
- 23. The full roadway ROW of N. 59th Avenue between Hollywood Boulevard and Johnson Street.
- The full roadway ROW of N. 58th Avenue between Hollywood Boulevard and Johnson Street.
- 25. The full roadway ROW of N. 57th Avenue between Hollywood Boulevard and Johnson Street.
- The full roadway ROW of N. 56th Avenue between Hollywood Boulevard and Johnson Street.
- 27. The full roadway ROW extending 40-50 feet south of the south ROW of Hollywood Blvd. for four (4) proposed directional bore crossings, to be determined.

#### SCOPE OF WORK

## Land Survey Services:

1. Perform a topographic survey locating and identifying all visible existing aboveground and underground utilities (as marked by others) within the above limits.

- Locate and/or provide permanent construction controls on site in State Plane Coordinates (1983 adjustment) and vertical control based on North American Vertical Datum of 1988 (NAVD88). Horizontal control data shall be relative to the Florida State Plane Coordinate system, East Zone, North American Datum of 1983/1990 adjustment.
- 3. Platted right-of-ways, easement and property boundaries (GIS derived) shall be plotted on survey drawings for the project route.
- 4. Digital baseline shall be established at the beginning and end of the project and all changes in direction. Monumentation and other survey control points found in the field will confirm the GIS file. State plane coordinate values and elevations (x,y,z) will be assigned to the control/work points in the digital file.
- 5. Provide cross-sections at 100 foot intervals to extend 5 feet beyond the right-of-way lines.
- 6. Provide survey for Directional Boring at 7 crossings south of Hollywood Blvd. 5 crossings in Phase I and 2 crossings in Phase II, extending 50 feet south of the south Right-of-Way line.
- 7. Provide location of all existing concrete pads, valve boxes, water/electrical meter boxes, electrical pull boxes, telephone/cable risers, fences, hydrants, above-ground utilities, wood/concrete utility poles, overhead electrical lines, culverts, guardrails, pavement limits, headwalls, endwalls, manholes, vaults, driveways, right-of-way limits, traffic signage, other signage (not to include pavement striping), and any other visible improvements within the above limits, extending 5 feet beyond R/W.
- 8. Provide rim and invert elevations and pipe size and type on all visible gravity sewer structures and/or outfalls (sanitary and storm drainage) within the above limits.
- 9. Provide location of vegetation (hedges) and individual trees greater than four (4) inches in diameter.
- 10. Digital maps shall delineate all field collected data.
- Provide location of utilities where possible based on field observation and utility records provided to this office.
- 12. Record horizontal and vertical location of test holes (by others).
- 13. The final survey map to be prepared at 1"=20' horizontal in a standard plan sheet format to include all data listed above, right-of-way lines, property lines (GIS derived), baselines, platted easement lines and subsurface utility markings (by others).
- 14. Provide signed and sealed survey showing all of the above survey information.

Victor Hurlburt Brown and Caldwell City of Hollywood Watermain Replacement Proj. February 18, 2016 Page 4 of 4

# FEE SCHEDULE:

#### Limits of Work:

- Hollywood Boulevard ROW and HDD crossings Approx. 3,840 L.F.:
   The above SCOPE OF WORK will be performed for a fee of \$18,163.00
- Hollywood Boulevard north to Johnson Street, from N 60 Avenue (S.R. 7) to N. 52 Avenue – (more particularly described on pages 1 and 2) Approx. 54,813 L.F.

The above SCOPE OF WORK will be performed for a fee of \$180,883.00

Any additional surveying as requested will be performed at the following hourly rates:

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

Sincerely

Stephen K. Seeley, (for the firm)



Offices throughout the state of Florida

www.nuttingengineers.com info@nuttingengineers.com

January 18, 2016

Revised: 2/25/2016

**Brown & Caldwell** 

Attn: Mr. Victor Hurlburt, P.E. 850 Trafalgar Court, Ste. 300 Maitland, FL 32751-4104

Phone: 407.661.9536/ Email: vhurlburt@brwncald.com

Re: Proposal/Agreement for a Geotechnical Exploration

Water Main Replacement Project - Phase I

Hollywood, FL

Miami Dade County Tier 2 CBE
Palm Beach County SBE
SFWMD SBE
Small Business Administration SBE
for Federal Projects

Dear Mr. Hurlburt:

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

Per our conversation on January 14, 2016, my subsequent conversation with Mr. Brian Scott, P.E., and review of the recently finalized plans provided by your office, we understand that plans for this project include the installation of approximately 61,500 lineal feet of water main to be installed via open trench and Horizontal Directional Drill (HDD) (across Hollywood Blvd.) at the referenced site. The project boundaries are from Johnson Street to Hollywood Boulevard and from N. 60<sup>th</sup> Avenue (SR7) to approximate N. 52<sup>nd</sup> Avenue. Based on your request for proposal and our understanding of the project, we propose the following scope of work and fee schedule.

#### **SCOPE OF WORK**

We propose to perform 49 Standard Penetration Test (SPT) borings to a depth of six feet each which equates to one boring approximately every 1,300 feet of water line. Additionally, we propose to perform 10 SPT borings to a depth of 12 feet each five HDD crossings (Hollywood Blvd.). The borings will be performed in general accordance with ASTM D-1586 specifications.

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

#### **FEE SCHEDULE**

• 53,200 l.f. of water main installation per the Broward County Rotating List (RLI No. 20070206-0-PC-2):

6. Geotechnical Services

a) Standard Penetration Test Borings\*

246 l.f. x \$18.50/l.f. \$4,551.00

b) Geotechnical Engineering – evaluation of existing soil

25 hrs. x \$78.00/hr. \$1,950.00

7. Soil:

a) Grain size

20 tests x \$58.80/ test \$1,176.00

23. Underground Utility Locating

a) Utility Clearance

26 hrs. x \$90.00/ hr. \$1,440.00

Estimated Total: \$9,117.00

 8,300 l.f. of water main installation and HDD crossings – Hollywood Blvd. per the Broward County Rotating List (RLI No. 20070206-0-PC-2):

6. Geotechnical Services

a) Standard Penetration Test Borings\*

54 l.f. x \$18.50/l.f. \$999.00 120 l.f. x \$18.50/l.f. \$2,220.00

b) Geotechnical Engineering – evaluation of existing soil

12 hrs. x \$78.00/hr. \$936.00

7. Soil:

a) Grain size

5 tests x \$58.80/ test \$294.00

23. Underground Utility Locating

a) Utility Clearance

7 hrs. x \$90.00/ hr. \$630.00

Estimated Total: \$5,079.00

We currently anticipate starting this work within approximately four business days of receiving written authorization to proceed. The on-site work should take approximately six to seven business days to complete. The geotechnical report should be available within approximately 10 - 12 business days after the on-site work is completed.

Representative soil samples may require laboratory testing in order to determine specific engineering properties. If there is a need for laboratory testing, we will notify you to obtain approval prior to performing any tests.

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

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

**Brown & Caldwell** Water Main Replacement Project - Phase I geo Hollywood, FL Page 3 of 4

NE has been offering geotechnical engineering, environmental sciences, materials testing, and structural inspection services for over 45 years in South Florida and the Treasure Coast during which time we have worked on many similar projects. Our commitment to practical, cost effective solutions supported by responsive client services distinguishes our firm and enables us to solve your most demanding technical challenges. Another value added component NE brings to your project is our staff of approximately 45 experienced professionals including geotechnical engineers, environmental specialists, field personnel who are certified and have been trained to provide a wide range of consulting services, and our dedicated administrative staff.

Our laboratory is checked annually by the Construction Materials Engineering Council (CMEC) and is certified to perform geotechnical engineering and materials testing services for the Florida Department of Transportation (FDOT). Note that we carry one million dollar professional liability and one million dollar general liability insurance.

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

Respectfully submitted,

**NUTTING ENGINEERS OF FLORIDA, INC.** 

Scott Ersland **Division Manager**  James J. Flaig, P.E. Principal/Chief Engineer

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

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

SIGNATURE:	DATE:
PRINT NAME:	_TITLE:
COMPANY NAME:	
ADDRESS:	
PHONE:	_ FAX:
EMAIL:	

Brown & Caldwell

Water Main Replacement Project – Phase I geo

Hollywood, FL

Page 4 of 4

#### **General Terms and Conditions**

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

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

Payment - No deposit required with signed agreement. Directing NE to proceed with the work shall constitute acceptance of the terms of NE's proposal and these General Terms and Conditions. Balance due upon delivery of report. Interest at the rate of 18% per annum or the highest rate allowable by law whichever is less, will be added to all amounts not paid within 30 days after date of invoice. All attorney fees and expenses associated with collection of past due invoices will be paid by Client.

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

Right-of-Entry - Unless otherwise agreed, Client will furnish right-of-entry on the property for NE to make the planned borings, surveys, and/or explorations. NE will not be responsible for removing fences, earth berms, vegetation or other obstructions for purposes of our investigation. NE will take reasonable precautions to minimize damage to the property caused by its equipment and sampling procedures, but the cost of restoration or damage which may result from the planned operations is not included in the contracted amount. If Client desires to restore the property to its former condition, NE will accomplish this and add the cost to its fee. Client agrees to waive all claims arising from or related to the failure to provide NE with proper access to conduct its work.

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

Warranty and Limitation of Liability - NE shall perform services for Client in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of competent consultants practicing in the same or a similar locality as the project. In the event any portion of the services fails to comply with this warranty obligation and NE is promptly notified in writing prior to one year after completion of such portion of the services, NE will re-perform such portion of the services, or if re-performance is impracticable, NE will refund the amount of compensation paid to NE for such portion of the services. This warranty is in lieu of all other warranties. No other warranty, expressed or implied, including warranties of merchantability and fitness for a particular purpose is made or intended by the proposal for consulting services, by furnishing an oral response of the findings made or by any representations made regarding the services included in this agreement. In no event shall NE or any of its professional employees be liable for any special, indirect, incidental or consequential loss or damages, including but not limited to impact and delay claims. The remedies set forth herein are exclusive and the total liability of consultant whether in contract, tort (including negligence whether sole or concurrent), or otherwise arising out of, connected with or resulting from the services provided pursuant to this Agreement shall not exceed the total fees paid by Client or \$50,000.00, whichever is greater. At additional cost, Client may obtain a higher limit prior to commencement of services.

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

Indemnification – Client agrees to defend, indemnify and save harmless NE from all claims, including negligence claims, suits, losses, personal injuries, death and property liability resulting from NE's performance of the proposed work, whether such claims or damages are caused in part by NE, and agrees to reimburse NE for expenses in connection with any such claims or suits, including reasonable attorney's fees. Client's obligation to indemnify is limited to \$2 million per occurrence, which Client agrees bears a reasonable commercial relationship to the Work undertaken by NE. Client further agrees that these general conditions are a part of the Work's specifications or bid documents, if any.

Sampling or Testing Location - Unless specifically stated to the contrary, the unit fees included in this proposal do not include costs associated with professional land surveying of the site or the accurate horizontal and vertical locations of tests. Field tests or boring locations described in our report or shown on our sketches are based on specific information furnished to us by others and/or estimates made in the field by our technicians. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated in the report. It is understood that all drilling locations are accessible to conventional truck mounted drilling equipment unless otherwise specified by the client. If unscheduled remobilizations or use of portable or all terrain equipment is required additional charges will apply. NE will attempt to clear utilities at our excavation/test locations by manual drilling to 3' below land surface (BLS). Any utilities/obstructions present at client specified test locations or below 3' BLS will be the responsibility of the client.

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

**Legal Jurisdiction** - The parties agree that any actions brought to enforce any provision of this Agreement shall only be brought in a court of competent jurisdiction located in Palm Beach County, Florida. Any and all causes of action arising out of NE's performance of the Work, including but not limited to claims for indemnity, contribution and equitable subrogation, shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than the date of NE's last invoice for the Work performed hereunder.

Force Majeure - NE shall not be held responsible for any delay or failure in performance of any part of this Agreement to the extent such delay or failure is caused by fire, flood, explosion, war, strike, embargo, government requirement, civil or military authority, acts of God, act or omission of subcontractors, carriers, client or other similar causes beyond its control.

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

NE - General Contract Terms and Conditions Dec 2015

cc: Richard Wohlfarth, P.E. – Principal/ Director of Engineering Kristina Berryman – Business Development Manager Pavel Cruz – CMT Division Manager

Brown & Caldwell Water Main Repl Pjt Phase I City of Hollywood geo 1-18-16 rev. 2-25-16