



March 30, 2018

Clece Aurelus, P.E.  
Engineering Manager - ECSD  
Department of Public Utilities  
City of Hollywood  
Hollywood, FL 33019

**Re: Hollywood Gardens Septic to Sewer Conversion**  
City Project No.: 18-7091

Dear Mr. Aurelus,

**EAC Consulting Inc.** (EAC) is pleased to submit this fee proposal to provide civil engineering services for the above referenced project as part of our General Engineering Consultant Services contract (City Project No. 17-1325) with the City. We look forward to working with the City on this important infrastructure project.

#### **PROJECT UNDERSTANDING**

It is our understanding that this scope of work will include designing a sanitary sewer gravity system for a portion of Basin W-23 that has been delineated by the City through its planning process (see Attachment A). The length of pipe associated with this scope of work has been estimated at **45,000 LF**. The proposed sanitary gravity sewer system will be designed to outfall into pump station W-23.

In addition, two pump stations (W-13 and W-23) will require upgrades to their pumps and electrical systems only to accommodate proposed flows resulting from this project and another gravity system being designed by EAC under City Project No. 17-7087. It is EAC's understanding that all other pump station components including but not limited to: wet wells, forcemains and other appurtenances except for pumps and electrical systems have been appropriately sized by other for future conditions and therefore have been excluded from this scope of work. It is also our understanding that W-13 and W-23 are currently being constructed by the City and will be located on the eastern side of McKinley Street & SR-7 and the eastern side of Buchanan Street & SR-7 respectively.

A new gravity conveyance system that includes sanitary sewer manholes is currently being constructed along SR-7, between Arthur Street and Hollywood Boulevard with stub-out pipes that extend outside of the SR-7 Right of Way. Therefore, our scope of work does not include any activities within the SR-7 Right-of-Way.

## **PROJECT LIMITS**

The project limits for the portion of W-23 included in this scope of services are shown in Attachment A.

## **Partial Basin W-23**

EAC will design gravity sewers for a portion of Basin W-23. Per the City, the limits of this area are bounded by the following street: east along Buchanan Street and SR-7, north along N 59<sup>th</sup> Avenue to Johnson Street, east to N 53<sup>rd</sup> Avenue, south to Polk Street, east to N 52<sup>nd</sup> Avenue, south to Tyler Street, west to N 58<sup>th</sup> Avenue, north through mid-block between Polk and Tyler Street, west to N 59<sup>th</sup> Avenue, south to Tyler Street, west to Columbus Parkway, southwest to SR-7 and north to Buchanan Street where it closes the loop.

## **SCOPE OF WORK**

The City is requesting EAC to provide services related to Pre-Design, Design, Permitting, and Bid & Award Support for gravity sewer design within public right of way. In addition, the City is also requesting that EAC perform design upgrades to two pump stations (W-13 and W-23). Specifically, this work will occur within the Project Limits described above and in accordance with our understanding as described in the Project Understanding section of this proposal.

### ***Gravity Sewer***

The scope of work contained within this proposal will complement on-going neighborhood septic to sewer design work being done under City Project 17-7087. We have estimated that the length of gravity sewers required for this project is approximately 45,000 LF. Specifically, EAC will develop and deliver the following to the City:

- Sanitary Sewer Plans (Gravity Mains) plan and profile
- Roadway Restoration Plans
- Signage and Striping Plans
- General Notes, Index Sheets, Details, Horizontal Control Plans, SWPP Plans, etc.
- Technical Specifications
- Engineers probable cost of construction

### ***Pump Station Upgrades***

Pump Stations W-13 and W-23 are currently being constructed by the City. Based on information obtained from the City, the stations' wet wells, components and associated appurtenances have already been sized for future flows by others and are therefore excluded from this scope of work with the exception of pumps and electrical systems. Specifically, EAC will develop and deliver the following to the City:

- Pump Upgrades (Plan & Details)
- Electrical Upgrades (Plans & Details)
- Instrumentation Upgrades (Plans & Details)

## **SCOPE TASKS**

### **Task 1 – Pre-Design Services**

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

##### **Kick-Off Meeting**

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

##### **Project Management**

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

##### **Site Visit**

EAC Consulting, Inc. will also visit the project site to identify and record roadway signage as required by Broward County Traffic Department as well as to determine any unique site characteristics that may affect project conditions.

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

Geotechnical investigations will be provided by NV5. These services will include performing nine (9) Standard Penetration Test (SPT) borings, each to a depth of 22 feet below the existing ground. 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 the sanitary sewers, some of which maybe in the range of 10 - 20 feet deep, depending on constraints imposed by the locations and depths of City pump stations (by others). Specific scope of services are indicated on NV5 fee proposal attached. It is our understanding that the City previously performed geotechnical explorations within the project's limits and a certified copy of the associated geotechnical report will be provided to EAC.

##### **Deliverables**

One (1) hard copy of a signed and sealed geotechnical report and an electronic pdf file for work performed by NV5.

#### **Task 1.3 – Topographic Survey**

Limited topographic survey services will be provided by Keith and Associates, Inc. (Keith). Topographic surveys will include and identify the right of ways, centerlines, above ground elements associated with underground utilities, topography, etc. and the location of existing signage. It is our understanding that the City does not require a full topographic survey for the project's limits since it already has a recent topographic survey that will be made available to EAC. Keith will utilize this existing survey and only provide topographic survey information for streets/alleys that were not previously surveyed.

Keith will also perform the following scope of work: (1) Identify finished floor elevations of homes at dead ends and cul-de-sacs to evaluate the initial depths of proposed sewers; (2) locate existing septic tanks (approx. 1,000), where feasible and where accessible; (3) Identify private pump stations and (4) Provide as-built information for existing pump stations W-13 and W-23. Note that the identification of septic tanks is dependent on several factors and may be affected by homeowners not allowing access to their properties, septic tank covers not being visible or accessible, untethered dogs, etc. Specific scope of services are indicated on Keith's fee proposal attached.

#### Deliverables

One (1) hard copy signed and sealed topography survey and an electronic AutoCAD file for work performed by Keith.

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

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

#### **Task 2 – Hydraulic Modeling, Conceptual Layout and Design Report**

During this phase, EAC will model and analyze Partial Basin W-23 to determine the most feasible and cost effective method of conveying flows to the City's pump station. EAC will also, in conjunction with improvements under City Project 17-7087 determine the average and peak flows for upsizing the pumps and electrical systems within W-13 and W-23. The Design Report will also document the predesign efforts, provide design criteria, design flow calculations and establish a conceptual layout for the entire conveyance system. EAC will coordinate with the City on the proposed conceptual layout for comments and approval before initiating services on the 60% Design Milestone.

#### Deliverables

One (1) Design Report with analyses and calculations

#### **Task 2.1 – Subsurface Utility Engineering**

Keith and Associates, Inc. will provide Subsurface Utility Engineering services, if required. These services will rely on test holes to verify (horizontally and vertically) the locations of conflicting and potentially conflicting utilities. Information regarding their size, depth of cover, material of construction, etc. will be provided where feasible. An allowance of 50 test holes has been budgeted for this task. The final 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

Subsurface Utility Engineering Report

### **Task 3 - Design Services**

During this phase of the project and based on information received during the Pre-Design phase, EAC will prepare 60% and 100% contract documents. EAC will 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.

#### **Task 3.1 – 60% Design Milestone**

The 60% design milestone submittal shall consist of construction documents that will include information on existing topography, proposed sanitary sewer layout (horizontal alignment), location of existing utilities, etc.

The pump station upgrade design will also be submitted to the City for review. The submission date may differ from the sanitary sewer design and the level of detail provided will likely be at the 90% design level for review.

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

#### **Deliverables**

60% Construction Documents for Gravity Sewers

90% Construction Documents for Pump Station Upgrades

#### **Task 3.2 – 100% Design Milestone**

The 100% design milestone submittal will include sewer design plan and profiles, technical specifications, engineer's estimate of probable construction costs, service connection locations (within public right of way), roadway restoration plans, existing signage and pavement striping plans, construction notes, Broward County's traffic notes, City's traffic notes and applicable construction standard details. Profiles will be finalized for the proposed gravity sewers during this phase. The 100% pump station upgrade design will also be submitted to the City. The submission date may differ from the sanitary sewer design.

The purpose of this submittal will be to coordinate with the City for the purposes of preparing permit documents. EAC will incorporate one (1) set of consolidated comments from the City.

#### **Deliverables**

100% Construction Documents

### **Task 4.0 – Permitting and Approvals**

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

The permitting agencies for this project are anticipated to include: The City of Hollywood, Broward County Traffic Department, and the Broward County Environmental Protection and Growth Management Department. With the assistance of ECSD's staff, 100% plans will be routed to applicable internal Departments for review and approval such as the City's Fire Department, Public Works Department, Building Department, etc.

*Deliverables*

Applicable Design related Permits and Approvals

**Task 5.0 – Limited Bid and Award Support Services**

**Bid Services**

EAC shall prepare one (1) set of final construction contract documents in pdf format, which will include plans, specifications and a bid proposal form (summary of quantities) for the City to reproduce and include in its bid documents. EAC Consulting, Inc. will provide responses to the inquiries of potential bidders through written addenda and subsequent to coordination with the City.

**Award Support Services**

EAC will perform a bid analysis, conduct research on the past performance of top ranked bidders and recommend the lowest, responsive and capable bidder. This recommendation will require the City's final review and approval.

*Deliverables*

Bid memorandum that recommends the lowest responsive and qualified bidder

## ANTICIPATED SHEET COUNT

### Anticipated Sheet Count (45,000 LF)

Sanitary Sewer Design	
Sheet Name	No. of Sheets
Cover Sheet	1
Index Sheets	2
General Notes	4
Construction Notes	4
SWPP Plans	4
Horizontal Control Plans	4
Plan and Profiles	100
Roadway Restoration, Signage and Striping Plans	100
Sanitary Sewer Detail Sheets	4
Pavement Detail Sheets	4
<b>Total Sheets Count</b>	<b>227</b>

Pump Station Design (W-13 & W-23)	
Sheet Name	No. of Sheets
Cover Sheet	2
General Notes	4
Demolition Plan	2
Pump Station Site Plan	2
Pump Station Plan & Elevation	2
Pump Station Details	4
<b>Total Sheets Count</b>	<b>16</b>

## SCHEDULE OF LUMP SUM FEES

Tasks	Amount
<b>GRAVITY SEWERS</b>	
Task 1 – Pre-Design Services	\$32,134
Task 2 – Design Report	\$42,165
Task 3.1 – 60% Design Documents	\$95,319
Task 3.2 – 100% Design Documents	\$121,620
Task 4 – Permitting and Approvals	\$32,176
Task 5 – Bidding and Award	\$26,642
Geotechnical Subconsultant (NV5)	\$11,100
Surveying Subconsultant (Keith)	\$89,000
SUE (50 test holes @\$300/test hole) – (Keith)	\$15,000
Subconsultant Administrative Fee	\$11,510
<b>Sub-Total - Lump Sum Fee</b>	<b>\$477,666</b>
<b>PUMP STATION UPGRADES (W-13 &amp; W-23)</b>	
Task 1 – Design Report	\$5,000
Task 3.1 - 90% Design Documents	\$20,000
Task 3.2 – 100% Design Documents	\$5,000
Permitting	\$7,500
Electrical Subconsultant (Hillers)	\$21,000
Subconsultant Administrative Fee	\$2,100
<b>Sub-Total - Lump Sum Fee</b>	<b>\$60,600</b>
<b>Total – Lump Sum Fee</b>	<b>\$537,266</b>
Reimbursables	\$5,000
<b>Grand Total – Lump Sum Fee</b>	<b>\$542,266</b>

## Anticipated Design Schedule

Tasks	Time
Task 1	NTP + 2 months
Task 2	Task 1 + 4 months
Task 3.1	Task 2 + 4 months
Task 3.2	Task 3 + 4 months
Task 4	Task 4 + 2 months
Task 5	Task 5 + 1 months
<b>Total Duration</b>	<b>17 months</b>

## Design schedule assumes the following:

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



### **City's Responsibilities**

1. The City will provide EAC with as-built information on the manholes (existing and proposed) and conveyance system located along SR-7 between Taft Street and Hollywood Blvd., including pipe sizes, pipe materials, invert elevations and the locations of stub-out pipes including their capped connection points.
2. The City will provide EAC with as-built information on the existing manholes and conveyance system proposed along Johnson Street from N 56<sup>th</sup> Avenue to SR-7.
3. The City will provide EAC with as-built information and calculations for pump station (W-13) located along McKinley Street on the eastern side of the intersection of McKinley Street and SR-7 and pump station (W-23) proposed along Buchanan Street on the eastern side of the intersection of Buchanan Street and SR-7.
4. The City will provide EAC with a copy of its certified topographic survey in AutoCAD format and a copy of the certified geotechnical report that documents previous work performed within the project's limits.

### **Proposals Assumptions and Exclusions**

1. 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.
2. No work is being proposed within SR-7 Right-of-Way. Points of connection to sewer manholes within SR-7 Right-of-Way will be provided by the City via stub-out pipes that lie outside of SR-7's Right-of-Way.
3. No land surveying services related to land acquisition, eminent domain, temporary or permanent easements, etc. is included in this scope of work.
4. No work associated with making sewer service connections within private property is included in this proposal. It is assumed that property owners will be responsible for connecting to sewer clean-outs provided at the Right-of-Way.
5. The City will assist when necessary in obtaining access to private properties to determine the location of septic tanks and inverts on private lift stations.
6. No work associated with new or improvements to existing forcemains or wet wells are included in this proposal. This proposal includes scope related to pump replacement and electrical upgrades only for W-13 and W-23. It is EAC's understanding that pump station forcemains, wet wells, valve vaults and other appurtenances associated with W-13 and W-23 have already been appropriately sized for future conditions by others.
7. Proposed mains will be installed by open cut trench methods. This proposal does not include any trenchless design or subaqueous design services.
8. If necessary, Soil and Groundwater contamination mitigation, remediation services or environmental assessments/services will be dealt with by others.
9. Permit/Approval fees when required would be provided to EAC by the City of Hollywood.
10. Bid and Award services assumes that an award will be made to one (1) contractor based on one (1) set of bid documents under one (1) solicitation. EAC reserves the right to request additional fees for Bid and Award activities related to more than one (1) solicitations for bid or a selection process that requires the selection of more than one (1) contractor.

11. If utility relocations are required, EAC will not be responsible for the engineering design related to said relocations or any construction related services.
12. Utilities shown on the plans will be as identified through Sunshine State One Call of Florida and as verified through SUE activities.
13. No public involvement services or community outreach services are included in this scope of services.
14. No drainage, landscaping, hardscaping, sidewalk improvements or signalization design services are included in this proposal.
15. This project's scope of service does not include services related to Construction Administration or Construction Engineering Inspection (CEI)
16. EAC will not be responsible for services related to Joint Participation Agreement (JPA) between the City and any utility entity or any other agency within the project limits.

#### **OPTIONAL SERVICE – Utility Designation**

EAC recommends that the City performs Utility Designation services along the alignment of the proposed sewer pipe network to identify any unforeseen utilities that may not be identified through the SSOCOF process or through the performance of SUE activities. This will reduce the risk associated with encountering unforeseen or undocumented utilities during construction, which could result in costly change orders. Utility Designation is the application of geophysical methods such as Electromagnetic Induction (EM) and/or Ground Penetrating Radar (GPR) to detect utilities within reasonable distances from the ground's surface. This optional service can be triggered by the City preferably prior to completing design services.

<b>Optional Tasks</b>	<b>\$</b>
Horizontal Designation	\$42,750
Mapping Services for Horizontal Designation	\$20,650
Subconsultant Administrative Fee	\$6,340
<b>Total Lump Sum Fee</b>	<b>\$69,740</b>

Please feel free to call me at 305-265-5444 with any questions or concerns.

Sincerely,  
**EAC Consulting, Inc.**



Huntley Higgins, P.E., PMP  
Water Services Department Manager

cc: Mike Adeife, P.E. & File

#### **Attachments**

- Attachment A - Partial W-23 Basin
- Attachment B - Subconsultant Fee Proposals

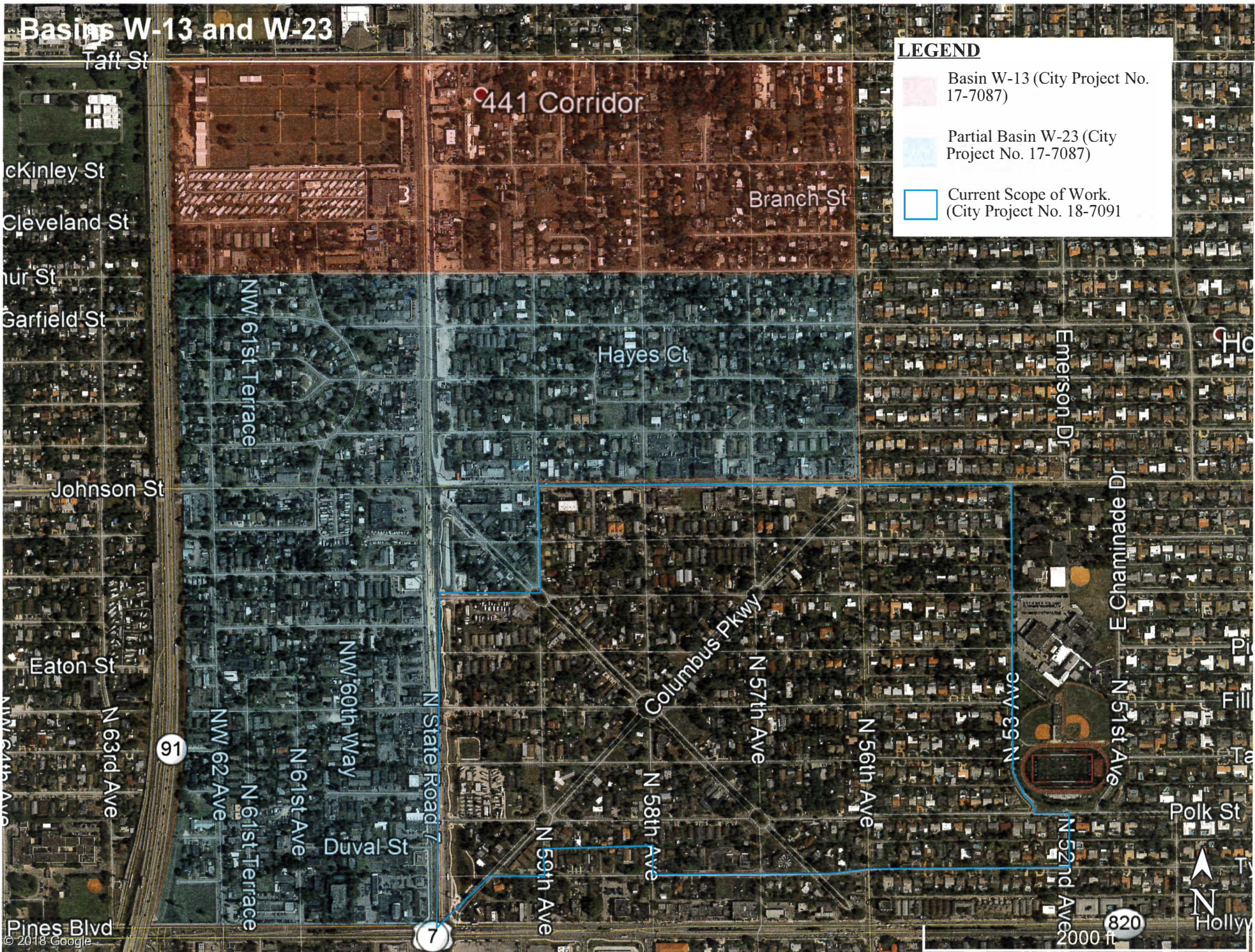
# **ATTACHMENT A**



# Basins W-13 and W-23

## LEGEND

- Basin W-13 (City Project No. 17-7087)
- Partial Basin W-23 (City Project No. 17-7087)
- Current Scope of Work. (City Project No. 18-7091)





## **ATTACHMENT B**



*HILLERS ELECTRICAL ENGINEERING, INC.*

March 8, 2018

Mr. Huntley Higgins, P.E.  
EAC Consulting, Inc.  
815 NW 57<sup>th</sup> Avenue, Suite 402  
Miami, Florida 33126

Subject: Electrical Engineering Services Fee Proposal for the City of Hollywood  
(City) Existing Lift Station LS #W-13 Rehabilitation / Up Grade Project.

Dear Huntley:

Hillers Electrical Engineering, Inc. (HEE) is pleased to provide EAC Consulting, Inc. (EAC) an electrical engineering services fee proposal for the City's LS # W-13. Design proposal is based on utilizing current City WWTP Lift Station Standards. The following items are included in our scope:

- Includes design coordination meetings visits with City, FPL Co. and EAC.
- EAC shall provide all Record Drawings to HEE.
- Design FPL electrical service point for LS# W-13.
- Design power /control panel with VFD's, power & control systems, SCADA/RTU connections, conduit & conductors, grounding systems and site lighting pole per City Standards.
- Design Stand-by power generator system connection for LS#W-13.
- City shall provide specific SCADA / RTU equipment / systems design information for LS# W-13. HEE shall incorporate City provided equipment / systems information into Contract Documents specific to LS# W-13.
- Does not include any type design for new main City Wide SCADA / RTU Systems.
- Does not include any type of electrical & lighting systems in buildings.
- EAC shall provide base drawings on disks to HEE on AutoCAD 2015.
- HEE shall provide (1) set of plans & specifications & probable cost estimates for 60% & 100% reviews, permits and bid phases.
- EAC shall provide all printing of Contract Documents to the City and Contractors.
- Includes Bid & Award Services.
- Construction services Construction services include shop drawing reviews & approvals, RFI – Responses, 2 site visits during construction and 1- Start-up / Testing site visit.

Our lump-sum fee for Lift Station #W-13 Design, Bid & Award is: \$ 10,500.

Sincerely,

Thomas Doran, Vice-President



*HILLERS ELECTRICAL ENGINEERING, INC.*

March 8, 2018

Mr. Huntley Higgins, P.E.  
EAC Consulting, Inc.  
815 NW 57<sup>th</sup> Avenue, Suite 402  
Miami, Florida 33126

Subject: Electrical Engineering Services Fee Proposal for the City of Hollywood  
(City) Existing Lift Station LS #W-23 Rehabilitation / Up Grade Project.

Dear Huntley:

Hillers Electrical Engineering, Inc. (HEE) is pleased to provide EAC Consulting, Inc. (EAC) an electrical engineering services fee proposal for the City's LS # W-23. Design proposal is based on utilizing current City WWTP Lift Station Standards. The following items are included in our scope:

- Includes design coordination meetings visits with City, FPL Co. and EAC.
- EAC shall provide all Record Drawings to HEE.
- Design FPL electrical service point for LS# W-23.
- Design power /control panel with VFD's, power & control systems, SCADA/RTU connections, conduit & conductors, grounding systems and site lighting pole per City Standards.
- Design Stand-by power generator system connection for LS#W-23.
- City shall provide specific SCADA / RTU equipment / systems design information for LS# W-13. HEE shall incorporate City provided equipment / systems information into Contract Documents specific to LS# W-23.
- Does not include any type design for new main City Wide SCADA / RTU Systems.
- Does not include any type of electrical & lighting systems in buildings.
- EAC shall provide base drawings on disks to HEE on AutoCAD 2015.
- HEE shall provide (1) set of plans & specifications & probable cost estimates for 60% & 100% reviews, permits and bid phases.
- EAC shall provide all printing of Contract Documents to the City and Contractors.
- Includes Bid & Award Services.
- Construction services Construction services include shop drawing reviews & approvals, RFI – Responses, 2 site visits during construction and 1- Start-up / Testing site visit.

Our lump-sum fee for Lift Station #W-23 Design, Bid & Award is: \$ 10,500.

Sincerely,

Thomas Doran, Vice-President

March 29, 2018

**Huntley Higgins, PE, PMP**  
 Municipalities Department Manager  
**EAC Consulting, Inc.**  
 5959 Blue Lagoon Drive, Suite 410  
 Miami, Florida 33126  
 Tel: 305-265-5444  
 Email: [hhiggins@eacconsult.com](mailto:hhiggins@eacconsult.com)

Re: Proposal for Subsurface Exploration and Geotechnical Engineering Study  
 Proposed Sewer System Upgrade – Phase II  
 Buchanan Street to Tyler Street & NW 52<sup>nd</sup> Avenue to SR 7  
 Hollywood, Florida  
 NV5 Proposal No.: 18-0117rev2

Dear Mr. Higgins:

NV5, Inc. is pleased to submit this proposal in response to your recent 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.

## **CAPABILITIES AND EXPERIENCE**

NV5, Inc. is a consulting firm providing geotechnical and construction materials engineering. We also have equipment and personnel capable of performing soil borings, installing monitor wells, and testing soil/concrete during construction. Our senior engineering personnel are registered professional engineers in Florida, California, Maine, Massachusetts, and New Hampshire. Combined, they have over 120 years of experience in geotechnical engineering.

As a local firm, we have the ability to exercise a great deal of flexibility during the various stages of project development, enabling us to provide a better and more efficient service to our clients, and to maintain direct involvement of the senior personnel on every project.

We have worked on many of South Florida's tallest, largest and most notable structures over our 35-plus-year history. We have successfully completed over 5,000 projects. Our project experience ranges from residential, commercial, and industrial developments over soft soils to high-rise development. We recently completed work on the Florida Marlins Baseball Stadium and are presently working on 1101 Brickell which will be 80 levels as well as the One Bayfront Project (to be the tallest building in Miami at over 1,000 feet), the Miami Art Museum and the one billion dollar (3-48 level towers) at Brickell CitiCenter.

Examples of the high-rise project experience of our senior personnel in South Florida are presented in summary below. The list includes projects already completed as well as projects that are currently in progress:



80 Levels, 1101 Brickell, Miami  
65 Levels, Porsche Tower  
65 Levels, Jade 4, Sunny Isles Beach  
63 Levels, 900 Biscayne Tower, Miami  
58 Levels, 3 Towers, ICON Brickell, Miami  
56 Levels, Opera Tower, Miami  
56 Levels, Mint, Miami  
55 Levels, Edge Tower  
52 Levels, Jade Ocean, Sunny Isles Beach,  
51 Levels, Santa Maria, Brickell Avenue, Miami  
51 Levels, Jade Beach, Sunny Isles Beach,  
51 Levels, Quantum-on-the-Bay, Miami  
51 & 44 Levels, The Beach Club, Hallandale  
49 Levels, Everglades On The Bay, Miami  
48 Levels, Brickell Citicentre Towers, Miami  
48 Levels, Jade Residences, Miami  
47 Levels, Paramount Bay Tower, Miami  
46 Levels, Three Tequesta, Brickell Key, Miami  
46 Levels, EPIC, Miami  
45 Levels, IVY, Miami  
45 Levels, Trump Towers, Sunny Isles Beach,  
44 Levels, Unique Condo, Sunny Isles Beach  
42 Levels, Brickell on The River Towers, Miami  
42 Levels, Las Olas River House, Fort Lauderdale  
41 Levels, Millicento Tower Downtown Miami  
41 Levels, Regalia Tower, Sunny Isles Beach  
41 Levels, Wind, Miami  
41 Levels, Bristol Tower, Miami  
40 Levels, Chateau Tower, Sunny Isles Beach  
40 levels, Brickell House Tower, Miami  
40 Levels, IconBay Tower, Miami  
40 Levels, Brickell View, Miami  
40 Levels, One Broadway, Miami  
40 Levels, Two Tequesta, Brickell Key, Miami  
40 Levels, L'Hermitage Condo, Fort Lauderdale

40 Levels, Ocean Palms, Hollywood  
40 Levels, 1800 Club, Miami  
39 Levels, Miramar Center, Miami  
37 Levels, 600 Brickell Financial Center, Miami  
36 Levels, Mary Brickell Village, Miami  
36 Levels, Yacht Club At Brickell, Miami  
36 Levels, Asia, Brickell Key, Miami  
36 Levels, Neo Vertika, Miami  
35 Levels, Loft 2, Miami  
35 Levels, 2 Towers, Waverly, Miami Beach  
33 Levels, Yacht Club Portofino, Miami Beach  
33 Levels, Floridian, Miami Beach  
33 Levels, Grovesnor, Coconut Grove, Miami  
33 Levels, 4 Towers, Mid Town, Miami  
31 Levels, Continuum Towers, Miami Beach  
31 Levels, Beachwalk Tower, Hallandale Beach  
31 Levels, Porto Vita North Tower, Aventura  
29 Levels, The Sail, Miami  
29 Levels, Las Olas Beach Club, Fort Lauderdale  
29 Levels, Logik Tower, Miami  
28 Levels, Diplomat Residences, Hollywood  
27 Levels, Courvoisier Courts, Brickell Key, Miami  
26 Levels, Le Meridian, Sunny Isles Beach,  
26 Levels, Star Lofts, Miami  
25 Levels, Jackson Tower, Fort Lauderdale  
25 Levels, L'Ambiance Tower, Fort Lauderdale  
25 Levels, MyBrickell Tower, Downtown Miami  
25 Levels, New River Yacht Club, Fort Lauderdale  
25 Levels, Lofts 1, Miami  
22 Levels, Apogee Tower, Hallandale Beach  
21 Levels, Toscana 3 Towers, Highland Beach  
20 Levels, Mirasol Condo, Singer Island  
20 Levels, Il Luggano Tower, Fort Lauderdale  
20 Levels, Venezia Las Olas, Fort Lauderdale  
18 Levels, Renaissance on the Ocean, Hollywood

In addition to the vast high-rise experience demonstrated above, NV5 has provided geotechnical services for numerous water and wastewater projects in South Florida, including the following small sampling of projects:

Flamingo Key Lift Station and 8-inch Force Main, Sunrise  
Donut Hole Service Conversions and Water Main Upgrade, NW 5<sup>th</sup> Court and NW 187<sup>th</sup> Street, Miami Gardens  
12- and 24-inch Sanitary Sewer, SW 15<sup>th</sup> Avenue & SW 4<sup>th</sup> Street, Miami  
48-inch Force Main, NW 54<sup>th</sup> Street between NW 72<sup>nd</sup> and NW 79<sup>th</sup> avenues, Miami  
54-inch Sanitary Sewer Force Main, 11<sup>th</sup> Street between Washington and Euclid avenues, Miami Beach  
36-inch Water Main, SW 147<sup>th</sup> Avenue between SW 72<sup>nd</sup> and SW 88<sup>th</sup> streets, Miami  
12-inch Force Main Relocation, Ponce deLeon to Los Pinos Boulevard, Coral Gables  
12-inch Force Main, Cocoplum Road between Isla Dorada Boulevard & Cartagena Circle, Coral Gables  
8-inch Force Main, SW 170<sup>th</sup> Terrace and SW 171<sup>st</sup> Street between SW 100 and 103<sup>rd</sup> avenues, Perrine  
12-inch Corona Del Mar Force Main, NE 159<sup>th</sup> to 161<sup>st</sup> streets & NE 18<sup>th</sup> to 21<sup>st</sup> avenues, North Miami Beach  
54-inch Tapping Shaft, Commerce Street & Alton Road, Miami Beach  
24-inch Sanitary Sewer, James Avenue between 17<sup>th</sup> and 18<sup>th</sup> streets, Miami Beach

## **PROJECT INFORMATION**

The project site is located in the City of Hollywood and encompasses several city blocks generally bounded by Buchanan Street to the north, Tyler Street to the south, NW 52<sup>nd</sup> Avenue to the east, and State Road 7 (US 441) to the west. We were not provided with street grades but estimate they are on the order of +5.5 to +6.5 feet with respect to the 1988 North American Vertical Datum (NAVD).



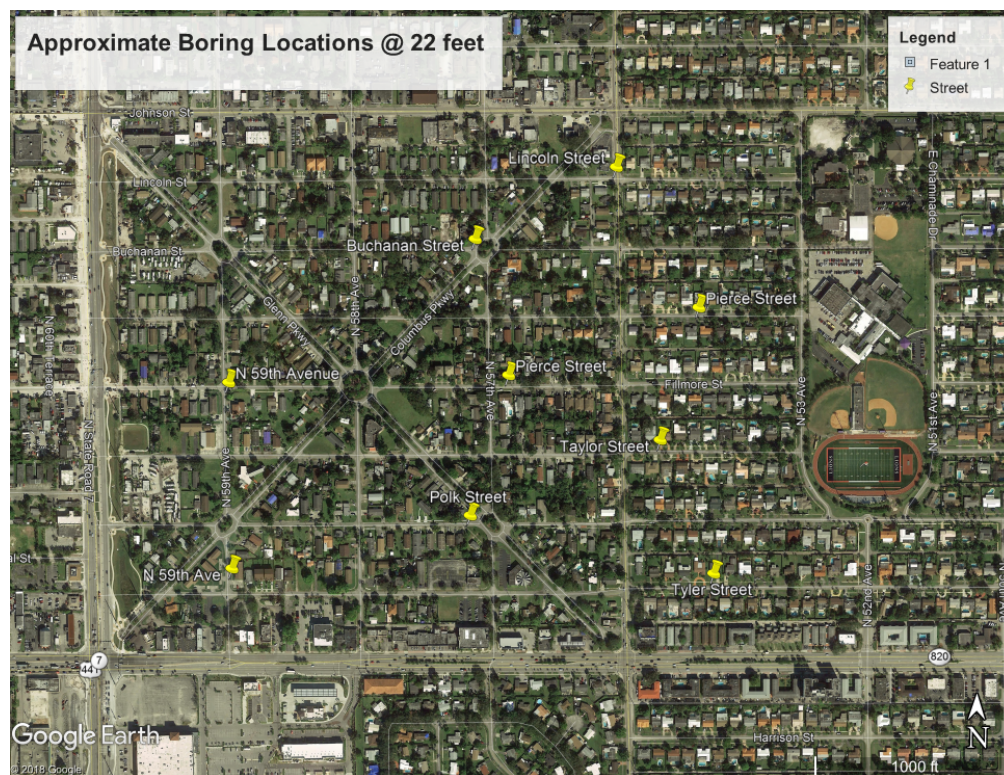
Based on information received from EAC, we understand the project will comprise installation of new sanitary sewer systems to depths of 15 to 20 feet below existing grades. The sewer lines will be aligned along the east-west rights-of-way in the zone identified above. We were not provided with details on proposed pipe sizes. When this information is available it should be provided to us.

## **PURPOSE**

The purpose of NV5's services on this project will be to perform a subsurface exploration and engineering analyses, and to provide recommendations for design and construction of the proposed project.

## **PROPOSED SCOPE OF ENGINEERING SERVICES**

1. As requested, we propose drilling 9 borings to a maximum depth of 22 feet below existing grade at the approximate locations shown in the image below which you provided us.



The borings will be drilled using a regular truck-mounted rig utilizing the rotary wash method. Samples of the subsurface materials encountered will be collected continuously down to 16 feet below the ground surface. Below that depth the sampling will be performed at roughly 5-foot intervals. Sampling will be performed using a Standard Penetration Test (SPT) sampler per ASTM D-1586. Upon completion of the borings, the boreholes will be backfilled with the soil cuttings and grouted near the ground surface.

2. For performing the field work NV5 will contact Sunshine One Call for advice about the location of underground utilities. 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.

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.

3. NV5 will be responsible for maintenance of traffic at the drill locations as required.
4. Based on our field data and engineering analyses we will prepare a letter report with design recommendations. Per your request, the report will address:
- Drawings showing boring locations, a graphic summary of the idealized subsurface conditions used in our analyses.
  - Discussion of generalized subsurface conditions at the site including groundwater levels.
  - Evaluation of the feasibility of foundation systems(s) for structures associated with the sewer installations
  - Design parameters for the recommended foundation type, including vertical and lateral load resistance.
  - Estimates of foundation settlements.
  - Modulus of subgrade reaction for any slabs on grade
  - Recommendations for site preparation and grading, including the re-use of site-excavated materials for fill, fill placement and compaction, and slab subgrade preparation.
  - Construction considerations including excavation support and dewatering, impacts of existing foundations, and impacts for adjacent structures.

Our 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 **\$11,100**. Our fee will be billed upon submittal of the report. Our fee assumes that the access to the work site will be provided at no cost to us. This compensation amount includes Maintenance of Traffic (MOT) set up and certified drawings.

Our fees do not include the costs associated with right-of-way (ROW) permits. We assume that if permits are necessary the costs associated with them would be waived as the work is being performed directly for the City of Hollywood. NV5 will be responsible for pulling such permits as may be required, however we are not responsible for any costs associated with obtaining these permits.

## **AUTHORIZATION AND SCHEDULE**

The attached Proposal Acceptance Agreement should be completed to serve as our written authorization to proceed. We can begin field work on this project within one work week of receipt of written authorization. We estimate the field work will require 5 to 6 working days. Our report can be submitted within one work week of completing the field work.

## **CLOSURE**

We look forward to an opportunity to work on this project. If you have questions about information contained in this Proposal, please contact the writer at 305/901-1891.

Sincerely,  
**NV5, Inc.**



Richard Fesdjian, P.E.  
Project Manager



Garfield L. Wray, P.E., D.GE.  
Vice President

Attachments:           General Terms and Conditions (3 pages)  
                                Proposal Acceptance Agreement (1 page)

Distribution:           Copy to Addressee via email  
                                Copy to NV5 File

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## 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.

**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, Client recognizes that subsurface conditions may vary from those observed at locations where borings, surveys, or explorations are made, and that site conditions may change over time. 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.

**3. 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.

**4. 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.

**5. Sample Disposal.** Unless other arrangements are made, Consultant will dispose of all soil and rock 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 drill cuttings, sample spoils, wash water, and other materials 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.

**6. 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.



**7. 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.

**8. Ownership of Documents.** All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by Consultant in connection with this engagement, shall remain the property of Consultant.

**9. 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.

**10. 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.

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

**11. 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.

**12. Subsurface Conditions.** Consultant cannot know or guarantee the exact composition of a site's subsurface, even after conducting a comprehensive exploratory program. Client acknowledges that there is a risk that drilling and sampling may result in contamination of certain subsurface 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 subsurface contamination caused by drilling, sampling, or monitoring well installation. Client also agrees to adequately compensate Consultant for any time spent and expenses incurred in defense of any such claim.

**13. 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 and any performance for Client to insure and indemnify Consultant against claims for damages and to insure compliance or work performance and materials with Project requirements. Client also agrees to make Consultant an additional insured under any general contractor's general liability insurance policy.

**14. 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 State of Florida. 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 and venue for the same shall be Broward County, Florida. 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.

**15. 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.

**16. Non-Solicitation & Hiring of Employees.** To promote an optimum working relationship, the Client agrees in good faith not to directly or indirectly employ or otherwise engage any employee of Consultant or any person employed by Consultant within the prior twelve-month period without the prior written consent of Consultant. This restriction shall apply during the term of and for a period of one (1) year after the termination of this Agreement. The Client further agrees that loss of any such employee would involve considerable financial loss of an amount that could not be readily established by Consultant. Therefore, in the event that Client should breach this provision and without limiting any other remedy that may be available to Consultant, the Client shall pay to Consultant a sum equal to the employee's current annual salary plus twelve (12) additional months of the employee's current annual salary for training of a new employee as liquidated damages.

**17. 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. 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.

**18. Billing and Payment.** Client shall pay Consultant the lump sum amount indicated in the Proposal, or, if no lump sum amount is indicated, 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. 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 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. Should Consultant be called upon to testify for or on behalf of the Client on matters arising out of or related to the Work, Client shall compensate Consultant for its time at a rate of two times (2x) the Consultant's standard billing rates.

**19. 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.

**20. 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.

**21. 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.

**22. 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.

**23. 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.

**24. 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.

**25. Agreement.** To the extent allowed by law, any agreement that is part of the scope of Consultant's Services and is incorporated by reference into this Agreement shall be subordinated to the terms and conditions of this Agreement where they conflict. This Agreement shall be interpreted as though prepared by all parties and shall not be construed unfavorably against either party.

**PROPOSAL ACCEPTANCE AGREEMENT**  
**NV5, INC.**

**Project Name:** Proposed Sanitary Sewer System Upgrade – Phase II  
**Project Location:** Buchanan Street to Tyler Street, Hollywood, Florida  
**Description of Services:** Geotechnical Study  
**Proposal No.** 18-0117rev2 (LS \$11,100)  
**Proposal Date:** March 29, 2018

**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:** Net 30 days after day of invoice.

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

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**PROPERTY OWNER IDENTIFICATION** (If other than above)

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

NV5, Inc. company reserves the right to withhold all reports until this Proposal Acceptance Agreement or other written authorization referencing this proposal in its entirety has been executed by both parties and received by NV5. This Proposal Acceptance Agreement, the scope of work 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.





## FOUNDATION & GEOTECHNICAL ENGINEERING

- Shallow Foundations
- Deep Foundations
- Value Engineering
- Excavation Support Design
- Rock Mechanics
- Geophysics/Rock Rippability
- Pile Load Testing
- Fill Suitability
- Slope Stability
- Soil Reinforcement
- Ground Improvement
- Marine Geotechnical Studies
- Tunneling Geotechnical Studies
- Geologic/Sinkhole Studies



## FIELD EXPLORATION & TESTING



- Land/Tight Access/All-Terrain & Marine Soil/Rock Borings
- In-Situ Geotechnical Testing
- In-Situ Permeability Tests
- Groundwater Studies
- Groundwater Wells
- Ground Penetrating Radar Surveys
- Geophysical Surveys

## CONSTRUCTION RELATED TESTING

- Construction Materials Testing
- Special Inspections
- Concrete Sampling & Testing
- Laboratory Testing & Analysis of Soils/Asphalt/Concrete/Aggregate
- Soil Compaction Tests
- Pile & Drilled Shaft Testing
- Deep Foundation Non-Destructive Testing
- Structural Steel Non-Destructive Testing
- Pile Installation Inspection
- Asphalt Inspection/Testing
- Post Tension Observations
- Window & Roof Testing
- Vibration Monitoring & Condition Surveys
- Floor Flatness Evaluations



March 7, 2018

Huntley Higgins, PE, PMP  
Municipalities Department Manager  
EAC Consulting, Inc.  
5959 Blue Lagoon Drive, Suite 410  
Miami, FL 33126  
Main: 305-264-2557  
Direct: 305-265-5444  
Email: hhiggins@eacconsult.com

**RE: Agreement for Professional Services**

Project Name: Hollywood Beach Gardens & Hollywood Hills  
Project Location: Hollywood, FL  
Our Project/Proposal Number: 09869.M0 (02)

Dear Mr. Higgins:

In accordance with your request and subsequent discussions between members of our association and yourself, this agreement between Keith & Associates, Inc. ("CONSULTANT"), and EAC Consulting, Inc. ("CLIENT") for professional services is submitted for your consideration and approval. CONSULTANT will begin work after receipt of a fully executed copy of this Agreement. Such receipt shall constitute written notice to proceed.

**I. PURPOSE OF AGREEMENT/PROJECT DESCRIPTION**

The purpose of this Agreement is to outline the scope of services recommended by CONSULTANT and accepted by CLIENT, and to establish the contractual conditions between CONSULTANT and CLIENT with respect to the proposed services.

**II. SCOPE OF SERVICES**

Section 1 - Engineering Services (not applicable)

Section 2 - Planning Services (not applicable)

Section 3 - Surveying Services

**Task 001 Topographic Surveys**

CONSULTANT shall prepare a Topographic Survey of the following roadways:

- Columbus Parkway on the northeast side to Johnson & N 56<sup>th</sup> Avenue (400LF)
- Lincoln, Buchanan, Pierce, Filmore & Taylor between N 56<sup>th</sup> Avenue & N 53<sup>rd</sup> Avenue (4,125LF - Total)
- Polk between N 56<sup>th</sup> & N 52<sup>nd</sup> Avenue (925LF)
- Tyler from N 52<sup>nd</sup> Avenue, west to mid-block headed to N 56<sup>th</sup> Avenue (550LF)

Survey shall extend from R/W line to R/W line and will include all surface features including roadways, driveways, sidewalks, striping, surface utilities, etc. Storm and Sanitary structures will be noted with invert elevation, size, material and direction. Elevations shall be noted at intervals of approximately 100 feet, including intermediate changes in grade. Trees will be located and noted by trunk diameter and common name (Palm, Pine, Oak, etc.).

Survey shall be referenced to the Florida State Plane Coordinate System (NAD83/11) and the North American Vertical Datum of 1988 (NAVD88).

The Lump Sum Fee for this Task shall be.....\$21,000.00

#### **Task 002      Finished Floor Elevations**

CONSULTANT shall observe the finished floor elevations of up to 100 structures, as directed by the CLIENT.

Survey shall be referenced to the Florida State Plane Coordinate System (NAD83/11) and the North American Vertical Datum of 1988 (NAVD88).

The Lump Sum Fee for this Task shall be.....\$15,500.00

#### **Task 003      Septic Tank Locations**

CONSULTANT shall locate the existing septic clean outs and/or septic tanks found on private property. CONSULTANT may not be able to access every private property due to fences, walls, denial of permission, unrestrained animals, etc. If the septic tank is unable to be found by visual evidence or with assistance of the property owner, CONSULTANT shall look for other evidence to at least be able to determine a general location (i.e. West side of structure, NE corner of property, etc.). Approximate tank location shall be observed with GPS along with a note about how the tank was located (direct observation, based on evidence, approximate, etc.). This task assumes that there are approximately 1,000 properties to be searched.

Survey shall be referenced to the Florida State Plane Coordinate System (NAD83/11) and the North American Vertical Datum of 1988 (NAVD88).

The Lump Sum Fee for this Task shall be.....\$50,000.00

#### **Task 004      Private Lift Stations**

CONSULTANT shall identify, locate and as-built the in-flow pipe(s) of Private Lift Stations within the project limits. CLIENT shall provide contact information for each of the Private Lift Stations so the CONSULTANT can coordinate access to the Lift Station and to the structure itself. This task assumes there are up to six Private Lift Stations to as-built.

Survey shall be referenced to the Florida State Plane Coordinate System (NAD83/11) and the North American Vertical Datum of 1988 (NAVD88).

The Lump Sum Fee for this Task shall be.....\$2,500.00

Section 4 – Landscape Architecture Services (*not applicable*)

Section 5 – Subsurface Utility Engineering (SUE) Services

Keith and Associates (CONSULTANT) appreciate the opportunity to provide SUE/Survey services on this very important project. CONSULTANT will follow ASCE Standard 38-02 – “Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data” during the field and office operations for this project. The quality levels discussed below are defined within the standard. CONSULTANT is to provide professional services associated with location and mapping of existing subsurface utilities. CONSULTANT shall perform locates on specific utilities requested by the design engineer along the identified roadways within the apparent right of way:

**Task 005      Location Services - (Quality Level ‘A’)**  
(*Vacuum Excavations*)

Utility Location Services, CONSULTANT will perform up to (50) Vacuum excavations as requested by the design engineer. Vacuum excavation is a non-destructive technique used to safely expose utilities using a combination of air, water and vacuum. Once the utility has been exposed, vertical elevation, diameter and material type will be obtained. Conditions such as groundwater, hard pan, rocky soils, obstructions and deep excavation can limit the effectiveness of vacuum excavation. Facilities beyond the limitations of the Vacuum system may be “probed” with an air lance. This technique is effective in determining elevation but may be ineffective for determining outside diameter and material type. Duct banks, large diameter facilities, GPR targets and structures often require multiple excavations to acquire the desired information. Vacuum excavations performed will be of minimum size (usually 1’ by 1’). Backfill of test holes will be performed utilizing the removed material, if suitable. Areas will be restored back as close as possible to their original condition. Installation of an identifiable above ground marker will be performed at each vacuum excavation site. Field markers will consist of a nail and disk in asphalt, or an iron rod and cap with survey stake in grassed areas. Vacuum excavations performed in pavement will be patched using cold patch. The number and utility will be identified on the ground or on the stake, as appropriate to be mapped. A summary report will be created providing coordinates, depth of cover, type, size and material if applicable.

The Lump Sum Fee for this Task shall be.....\$15,000.00

***Optional services***

**Task 006      Utility Designation (Quality Level ‘B’)**

*CONSULTANT shall perform Utility Designation services within the limits mentioned below. Utility designation will be in accordance with ASCE/C-1 38-02, Quality Level B. Through the application of reasonable surface geophysical methods, Electromagnetic induction (EM), in conjunction with Ground Penetrating Radar (GPR), utilities and subsurface anomalies will be horizontally marked. All paint marks will be mapped and placed in a cad drawing for the designers use.*



- Area is bounded by Johnson Street, State Road 7, N 53<sup>rd</sup> Avenue and Tyler Street (+/- 45,000 LF)

*The Lump Sum Fee for this Task shall be.....\$42,750.00*

## Task 007 Mapping Services

CONSULTANT will map the utility designation, utilizing conventional (Total Station) and/or GPS surveying equipment. A multilayered CAD file will be produced from information collected in the field. It is anticipated that the CLIENT will provide appropriate survey control (vertical and horizontal) within the limits of above referenced project.

<i>Lump Sum Fee</i> .....	\$20,650.00
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*Exhibit:*



## Technical Limitations

*Services will be provided with due diligence and in a manner consistent with standards of the subsurface utility locating industry. Every reasonable effort will be made to locate all utility systems of interest whether indicated on record plans available to us or not. However, no guarantee can be made that all existing utility systems can be detected, located or exposed. It may not be possible to detect utilities without prior knowledge, such as systems that are not depicted on record prints available to us. Typically, the horizontal location effort will include electromagnetic induction, power source detection, and ground penetrating radar (GPR). Electromagnetic induction is a method in which a transmitted signal is applied to a metallic target. If the target is metallic and unbroken, the target can be traced and a receiver at the surface is used to detect the transmitted signal. If the signal cannot be applied directly to the target, induction may be produced from the surface. In this scenario bleed-off of the transmitted signal to an adjacent facility is possible, sometimes resulting in erroneous information. PVC, HDPE, concrete pipe and other non-metallic facilities cannot be located by electromagnetic methods. Power source detection is a technique used to*

locate naturally occurring magnetic fields that exist around cables while generating a signal (electric, telephone, CATV for example). Ground penetrating radar (GPR) is available to assist in locating non-metallic utilities and other facilities that are unidentifiable using traditional electromagnetic techniques. The accuracy of these techniques is subject to the limitation of the available technology and certain factors and field conditions beyond our control, such as the size, depth and conductivity of the target, the site conditions and access, soil conditions, depth to water table and the existence of adjacent buried materials and debris. The targeting of subsurface utilities, although highly reliable, is expressly understood to represent an approximate location of the facility marked on the ground surface. Facilities located from the surface are usually found within two feet of the surface mark. Once a possible facility has been located from the surface, vacuum excavation services should be used to visually verify and to provide the accurate horizontal location and vertical measurements (a test hole). Vacuum excavation techniques are used to provide a cost-effective service that causes minimal disturbance to the site, the utility, vehicle traffic, and is acceptable to the permitting agencies. The size of the test hole excavation is kept to a minimum, in most cases the nominal size of a test hole is 8" x 8". This service represents the best available data on subsurface utilities given a cost-effective investigation using air/vacuum excavation. Visual verification in the test hole below the water table is not possible. An air lance probe can be used in these instances to a reasonable depth of approximately 6 feet, although results to greater depths may be possible. The bottom of the utility pipe and conduit is sometimes not directly available and in most cases, can be derived from the crown of the pipe and the pipe diameter. Pipes with a diameter of 16" or less can usually be determined by exposing a portion or the entire pipe as needed. If pipe diameter is critical on pipe facilities greater than 16", additional test holes may be required to obtain both edges. The bottom depth of multiple conduit and encased duct banks is determined by excavating down one edge of the utility. Additional test holes are needed to accurately document edges, configuration and top and bottom depths. Conditions under multiple or encased duct bank facilities cannot be excavated and therefore the existence of another facility cannot be confirmed. It is important to remember that the bottom edge of the facility may not represent its lowest point, and the shape or configuration of the facility may not be the same on both sides. Locating underground utilities is not an exact science. The reporting of a negative result (no facility found) should not be used as a positive determination that the subject area is clear of all facilities or that the facility does not exist. CLIENT shall hold harmless and indemnify Keith and Associates, Inc. (K&A) against any losses because of limitations within the equipment, but not against negligence on the part of K&A. Use of this service does not relieve interested parties from their responsibility to make required notification prior to excavation, nor does it relieve utility owners of their responsibility to mark the location of their facilities. K&A will not be responsible for damage caused by others. K&A will not be responsible for utilities that cannot be located with the equipment and techniques provided, or those located underneath other utilities. If records research is not part of the scope of services, the utility owner's marks will be used to identify the utility. K&A will not be responsible for correcting mistakes made by other locators. Where vacuum excavation services are used, and no utility is found at the mark provided by the utility at a depth of 5 feet, the excavation will be backfilled, referenced and invoiced as one test hole.

### Subsurface Utility Engineering Conditions and Understandings

The utility markings are for design purposes only. The Florida One Call must be notified forty-eight (48) hours in advance of any excavation.

CONSULTANT will not access confined spaces. If confined spaces need to be accessed for locating purposes, then the client will be notified, and further arrangements will be made for said access. Additional fees may be applicable.

If due to traffic conditions additional MOT is required and is beyond the capability of CONSULTANTS standard MOT operations, CONSULTANT will notify client and provide an additional fee for the MOT operation.

Additional requests outside the scope of services, when requested by client and/or client's representative, will be invoiced on an hourly basis.

This proposal assumes site access is available and work can be performed between the hours of 7:30 AM and 5:00 PM Monday through Friday.

**CONSULTANT'S TOTAL LUMP SUM FEE.....\$104,000.00**

Section 6 – Project Schedule

Project shall be complete within 16 weeks of receiving NTP.

Section 7 – Site Map

N/A – Sites vary

Section 8 - Additional Services

The undertaking by CONSULTANT to perform professional services defined within this Agreement extends only to those services specifically described herein. No other services, whether they may be interpreted as related, incidental or implied, shall be included in the scope of work of this proposal. If upon request of CLIENT, CONSULTANT agrees to perform additional services hereunder, CLIENT shall be obligated to pay CONSULTANT for the performance of such additional services an amount (in addition to all other amounts payable under this Agreement) based on an hourly fee in accordance with CONSULTANT'S current professional fee schedule, plus reimbursable expenses as incurred by CONSULTANT, unless a lump sum addendum to Agreement is executed by the parties to this Agreement which addresses the additional services.

Additional services shall include revisions to work previously performed that are required due to a change in the data or criteria furnished to CONSULTANT, a change in the scope or concept of the project initiated by CLIENT, or services that are required by changes in the requirements of public agencies after work under this Agreement has commenced.

If the preceding scope of services includes public agency permitting, our quoted fees/hours include services to respond to the agency's first RAI (Request for Additional Information). Additional agency requests or requirements shall be considered an increase to our scope of services.

### **III. COMPENSATION**

A). Payments and Invoicing:

Invoices will be submitted by CONSULTANT to CLIENT monthly for services performed and expenses incurred pursuant to this Agreement during the prior month. Payment of such invoice will be due upon presentation. CONSULTANT'S standard invoice format shall apply, and such format shall be acceptable to CLIENT for payment, unless otherwise agreed to in writing hereunder. Invoices shall be submitted monthly based on a percentage completed for lump sum contracts. On a Time and Material contract, invoices shall be submitted in accordance with our current professional service fee schedule as seen on "Exhibit A" attached.

In the event of any dispute concerning the accuracy of content of any invoice, CLIENT shall

within seven (7) days from the date of said invoice, notify CONSULTANT in writing stating the exact nature and amount of the dispute. Any invoice that is not questioned within seven (7) days shall be deemed due and payable. In the event an invoice or portion of an invoice is disputed within seven (7) days, CLIENT shall be obligated to pay the undisputed portion of the invoice as set forth in below.

If CLIENT fails to make any payment due to CONSULTANT for services and expenses within thirty (30) days from the date of invoice, CONSULTANT may, after giving seven (7) days written notice to CLIENT, apply the retainer to the unpaid balance of the account and/or suspend services under this Agreement until the account has been paid in full. There will be a fee charged for suspended work, which will be negotiated when work is resumed.

In the event any invoice or any portion thereof remains unpaid for more than forty-five (45) days following the invoice date, CONSULTANT may, following seven (7) days prior written notice to CLIENT, initiate legal proceedings to collect the same and recover, in addition to all amounts due and payable, including accrued interest, its reasonable attorneys' fees and costs.

The invoices referenced above, will be sent in accordance to the information as reflected on the "Billing Information Form" attached hereto.

**PAYMENT DELAY:** If the CONTRACTOR has received payment from the OWNER and if for any reason not the fault of Keith and Associates, Inc.(the SUBCONTRACTOR) does not receive a progress payment from the CONTRACTOR within seven (7) days after the date such payment is due; the SUBCONTRACTOR, upon giving an additional seven (7) days written notice to the CONTRACTOR, and without prejudice to and in addition to any other legal remedies, may stop work until payment of the full amount owing to the SUBCONTRACTOR has been received. The Subconsultant Amount and Time shall be adjusted by the amount of the SUBCONTRACTOR'S reasonable and verified cost of shutdown, delay and startup, which shall be affected by an appropriate Subcontractor Change Order.

**B). Reimbursable Expenses:**

CONSULTANT shall be reimbursed for direct charges as itemized in "Exhibit B". For those out-of-pocket expenses directly chargeable to the project but not itemized in "Exhibit B", CONSULTANT shall be reimbursed at actual cost incurred, plus a 10% carrying charge.

**IV. PROVISIONS RELATIVE TO THE SERVICES RENDERED**

**A). Re-use of Documents:**

All original documents, including, but not limited to, drawings, sketches, specifications, maps, as-built drawings, reports, test reports, etc., that result from CONSULTANT'S services pursuant or under this Agreement remain the sole property of CONSULTANT and are not intended or represented to be suitable for re-use by CLIENT or others.

CLIENT may, at their expense, obtain a set of reproducible copies of any maps and/or drawings prepared for them by CONSULTANT, in consideration of which CLIENT agrees that no additions, deletions, changes or revisions shall be made to same without the express



written consent of CONSULTANT. Any re-use without written verification of adaptation by CONSULTANT mandates that CLIENT indemnify and hold CONSULTANT harmless from all claims, damages, losses and expenses, including, but not limited to, attorney's fees, arising out of or resulting there from.

Photographs of any completed project embodying the services of CONSULTANT provided hereunder may be made by CONSULTANT and shall be considered as its property and may be used for publication.

B). Performance:

CONSULTANT shall not be considered in default in performance of its obligations hereunder if performance of such obligations is prevented or delayed by acts of God or government, labor disputes, failure or delay of transportation or by subcontractors, or any other similar cause or causes beyond the reasonable control of CONSULTANT. Time of performance of CONSULTANT'S obligations hereunder shall be extended by time reasonably necessary to overcome the effects of such force majeure occurrences.

C). Professional Standards:

All work performed by CONSULTANT will be in accordance with its professional standards and in accordance with all applicable government regulations. CONSULTANT will exercise its best efforts to obtain all governmental approvals contemplated under this Agreement. However, CONSULTANT does not warrant or represent that any government approval will be obtained.

Unless the Scope of Services of this Agreement includes an investigation into the applicable land use, zoning and platting requirements for the Project, CONSULTANT shall proceed on the assumption that the Project as presented by CLIENT, is in accordance with all applicable governmental regulations.

D). Opinions of Cost:

Since CONSULTANT does not have control over the cost of labor, materials, equipment or services furnished by others, or over methods of determining prices, or over competitive bidding, or market conditions, any and all opinions as to costs rendered hereunder, including, but not limited to, opinions as to the costs of construction and materials, shall be made on the basis of its experience and qualifications and represent its best judgment as an experienced and qualified CONSULTANT, familiar with the construction industry. CONSULTANT cannot and does not guarantee that proposals, bids or actual costs will not vary from opinions of probable cost. If, at any time, CLIENT wishes greater assurance as to the amount of any cost, CLIENT shall employ an independent cost estimator to make such determination. Engineering services required to bring costs within any limitation established by CLIENT will be paid for as additional services hereunder by CLIENT.

If the services under this Agreement continue for a period of more than one (1) year from the notice to proceed, CONSULTANT shall be entitled to renegotiate the terms of this Agreement. CONSULTANT shall not be bound under this Agreement if modifications to the terms contained herein are made without the written consent of CONSULTANT (such consent to be signified by CONSULTANT'S initials next to each modification, and if a fully executed copy

hereof is not received from CLIENT by CONSULTANT on or before sixty (60) calendar days from the date of execution by CONSULTANT.

E). Termination:

This Agreement may be terminated by either party upon seven (7) days written notice in event of the substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. For this Agreement, the failure to pay any invoice submitted by CONSULTANT within sixty (60) days of the date of said invoice, shall be considered a substantial failure on behalf of CLIENT. In the event of any termination, CONSULTANT shall be paid for all services rendered to the date of termination including all reimbursable expenses.

F). Liability:

CONSULTANT is protected by Workmen's Compensation Insurance, Professional Liability Insurance and by Public Liability Insurance for bodily injury and property damage and will furnish certificates of insurance upon request. CONSULTANT agrees to hold CLIENT harmless from loss, damage, injury or liability arising solely from the negligent acts or omission of CONSULTANT, its employees, agents, subcontractors and their employees and agents, but only to the extent that the same is covered and paid under the foregoing policies of insurance. If CLIENT requires increased insurance coverage, CONSULTANT will, if specifically directed by CLIENT, secure additional insurance obtained at CLIENT'S expense.

CLIENT agrees that CONSULTANT'S aggregate liability to CLIENT and all construction and professional contractors and subcontractors employed directly or indirectly by CLIENT on the Project, due to or arising from CONSULTANT'S services under this Agreement or because of the relation hereby of CONSULTANT, its agents, employees or subcontractors, or otherwise, is and shall be limited to CONSULTANT'S total fees under this Agreement or \$50,000.00 whichever is greater. In no event shall CONSULTANT be liable for any indirect, special or consequential loss or damage arising out of the services hereunder including, but not limited to, loss of use, loss of profit, or business interruption whether caused by the negligence of CONSULTANT or otherwise.

CLIENT agrees that CONSULTANT shall have no liability to CLIENT, or to any person or entity employed directly or indirectly by CLIENT in the project for damages of any kind from services rendered by CONSULTANT relating to the testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing of pollutants, whether, caused by the negligence of CONSULTANT.

G). Litigation:

In the event litigation in any way related to the services performed hereunder is initiated between CONSULTANT and CLIENT, the non-prevailing party shall reimburse the prevailing party for all its reasonable attorney's fees and costs related to said litigation.

**V. CLIENT'S OBLIGATIONS:**

CLIENT shall provide CONSULTANT with all data, studies, surveys, plats and all other pertinent information concerning the Project. CLIENT shall designate a person to act with authority on

CLIENT'S behalf with respect to all aspects of the Project. CLIENT shall be responsible for all processing fees or assessments required for the completion of the Project. CLIENT shall provide CONSULTANT access to the Project site at reasonable times upon reasonable notice.

## **VI. GENERAL PROVISIONS:**

### **A). Persons Bound by Agreement:**

The persons bound by this Agreement are CONSULTANT and CLIENT and their respective partners, successors, heirs, executors, administrators, assigns and other legal representatives. This Agreement and any interest associated with this Agreement may not be assigned, sublet or transferred by either party without the prior written consent of the other party, such consent not to be unreasonably withheld. Nothing contained herein shall be construed to prevent CONSULTANT from employing such independent consultants, associates and sub-consultants as CONSULTANT may deem appropriate to assist in the performance of the services hereunder. Nothing herein shall be construed to give any rights or benefits arising from this Agreement to anyone other than CONSULTANT and CLIENT.

### **B). No Waiver or Modifications:**

No waiver by CONSULTANT of any default shall operate as a waiver for any other default or be construed to be a waiver of the same default on a future occasion. No delay, course of dealing or omission on the part of CONSULTANT in exercising any right or remedy shall operate as a waiver thereof, and no single or partial exercise by CONSULTANT of any right or remedy shall preclude any other or further exercise of any right or remedy.

This Agreement, including all requests for additional services placed hereunder, express the entire understanding and agreement of the parties with reference to the subject matter hereof, and is a complete and exclusive statement of the terms of this Agreement, and no representations or agreements modifying or supplementing the terms of this Agreement shall be valid unless in writing, signed by persons authorized to sign agreements on behalf of both parties.

### **C). Governing Laws or Venue:**

This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Florida. Venue for any litigation shall be Broward County, Florida.

## VII. CLOSURE

If you concur with the foregoing and wish to direct us to proceed with the work, please execute the agreement in the space provided and return same to the undersigned with the completed billing information form.

We appreciate the opportunity to submit our proposal. Lee Powers, PSM has been selected to serve as project manager. Please contact Mr. Powers or myself if you have any questions.

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

As to CONSULTANT  
Keith & Associates, Inc.  
Consulting Engineers

As to CLIENT  
EAC Consulting, Inc.

Eliot Lazowick

Executive Vice President

DATED: \_\_\_\_\_

Client: \_\_\_\_\_

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

DATED: \_\_\_\_\_

## EXHIBIT B

<u>Direct Expenses</u>	<u>Cost per Unit</u>
Photographic Copies	
Color Copies	
a) 8.5" x 11"	\$ 1.00
b) 8.5" x 14 or 11"x 17"	\$ 2.00
c) 24"x 36"	\$18.00
Black & White Copies	
a) Any Size up to 11"x17"	\$ 0.15
b) 24"x 36" Blackline	\$ 2.00
c) 30" x 42" Blackline	\$ 2.00
d) 24"x 36" Mylar	\$15.00
Laminating/Transparency Film Covers	\$ 2.00
Display Boards	
Mounted (Foam) 30"x 40"	\$42.00
Mounted (Foam) 40"x 60" and larger	\$70.00
3 Ring Binders 1"	\$ 1.00
Dividers (Tabs) Set of 10	\$ 0.80
Acco/GBC Binding	\$ 1.50
Facsimiles	\$ 2.00
Overnight Packages	per service
Courier & Delivery Services	per service
Postage: 1 <sup>st</sup> Class	Current US Postal rate
Mileage:	\$ 0.54 / mile

***Any other expenses will be billed at cost plus 10% carrying charge.***

**\*\*NOTE:** Typical other reimbursable expenses include travel, lodging, and meals when traveling on CLIENT'S behalf, identifiable communication expenses, all reproduction costs, and special accounting expenses not applicable to general overhead.

Effective 9/11/17

### BILLING INFORMATION FORM

PROJECT NAME:

PROJECT ADDRESS:

SUBDIVISION NAME:

LAND OWNER:

OWNER ADDRESS:

OWNER PHONE NO.: (       )

OWNER CELL PHONE NO.: (       )

E-MAIL:

JOB SITE SUPERINTENDENT:

JOB SITE PHONE:

PURCHASE ORDER #:

INVOICE:

Company Name

ATTN:

Name

Title

COMPANY ADDRESS:

Street Address/Post Office Box

City/State/Zip Code

PHONE: (       )

Area Code/Number

FAX: (       )

Area Code/Number

SPECIAL BILLING INSTRUCTIONS:

