



Hazen and Sawyer  
4000 Hollywood Blvd., Suite 750N, North Tower • Hollywood, FL 33021

November 28, 2018

Clece Aurelus, P.E.  
**CITY OF HOLLYWOOD**  
Department of Public Utilities  
Engineering Support Services Division  
Post Office Box 229045  
Hollywood, Florida 33022

City of Hollywood  
Wastewater Collection System  
North Central Sewer Expansion Phase 2  
City Project 18-7094

Dear Mr. Aurelus:

As requested, Hazen and Sawyer (CONSULTANT) is pleased to offer engineering services to assist the City with the second phase of the expansion of the wastewater collection and transmission system in North Central neighborhood currently served by onsite wastewater treatment (septic) systems.

### **BACKGROUND**

In accordance with the recommendations of the City-Wide Master Plan and a recent City Commission Workshop, the City has identified project areas for the sewer expansion, established a phased approach and developed a 10-yr Sewer Capital Improvement Plan for implementation. The first phase of the sewer expansion in the portion of the North Central neighborhood south of Taft Street is underway. The second phase to design, permit, and prepare bid documents for the portion north of Taft Street, identified as Project #7094, is addressed herein. The following scope of services was prepared in response to the City's request.

### **SCOPE OF SERVICES**

#### **Task 1 – Data Collection and Compilation**

CONSULTANT will prepare an agenda and attend a kickoff meeting with the City for the project. Subsequently, CONSULTANT shall compile related available data from existing CONSULTANT and City sources regarding the service area proposed for expansion and existing nearby City sewer infrastructure including Lift Station Nos. W-08 and W-11 design capacities, runtimes, water billing data for pertinent basins, sewer flowrates, and grade elevations (if available) for preliminary siting of the proposed improvements. Wastewater flow contributions of the service area will be based upon a comparison of current water use records from area customers and calculation of sewer flow using the Broward County Land Use Discharge Rate. Information regarding existing private sewer connections shall be included to the extent it is available. City input regarding future development and population density will be incorporated to the extent possible. CONSULTANT shall confirm fundamental assumptions and flow estimates with City prior to proceeding with Task 2. It is anticipated that LS W-08 and W-11 can service the area to be expanded such that siting and construction of a new lift station(s) will not be needed.

### **Task 2 – Preliminary Sewer System Design**

Based on the information obtained in Task 1, CONSULTANT shall perform preliminary hydraulic calculations, preliminary pipe sizing and a preliminary layout of a sewer collection system connecting to the City's existing sewer system. Grade elevations from existing data sources will be used for this preliminary effort. CONSULTANT shall determine preliminary routing and depth of sewer lines and transmission facility site impacts. Upgrades to existing LS W-08 and W-11 to accommodate the additional flow contributions, if needed, will be outlined. It is assumed that the City's preference is for gravity sewer lines to be located within City streets. However, if existing utility constraints preclude or if sewer connections are better facilitated by sewer placement in alleyways, such placement will be acceptable. Design criteria shall be based primarily on "Ten State Standards". A technical memorandum presenting the preliminary layout will be submitted to the City for review and approval prior to continuing with the detailed design portion of the project.

### **Task 3 – Collection System Detailed Design**

Upon approval of the preliminary design, CONSULTANT shall obtain a topographic and geotechnical survey of the area and identify underground utilities through a Sunshine 811 design ticket and City records. The topographic survey budget assumes the use of eight targeted east-west streets/alleys, not all streets and alleys in the project area (i.e. a given gravity sewer is intended to serve both north and south adjoining residences if possible). A total of 14 standard penetration borings are anticipated to characterize the area geologically. Once existing utility information has been received, layout of the proposed gravity sewer system will be performed based on open-cut construction. The design will include the abandonment of private lift stations in the service area and a capped sewer lateral and cleanout positioned at the property line for connection to existing septic systems by others. To the extent practicable, CONSULTANT shall locate the septic tank or cleanout of each property to be served through brief site visits.

Based on the existing utility locations, subsurface exploration will be performed in areas of potential conflict. As the extent of this effort cannot be ascertained prior to design, a total of 20 test holes have been assumed to determine the horizontal and vertical location of existing utilities to the extent possible. It is understood that location of necessary utilities may require more than one test hole depending on the accuracy of the available location information.

At the 90% design stage, five (5) sets of plan and profile drawings will be submitted for review and comment. A total of 80 drawings are estimated for the project with plan and profile drawings provided at a scale of 1":20' as follows:

Drawing Description	No.
Title Sheet and Location Map	1
Drawing Index and General Notes	1
Symbols and Abbreviations	1
Contaminated Site Map	1
Key Plan	2
Soil Boring and Test Hole Locations	1
Sanitary Sewer Plan and Profile	64
Lift Station Abandonment	6
Miscellaneous Details	3
<b>Total</b>	<b>80</b>

City comments will be incorporated for the 100% design documents. Five sets of the final plans and specifications for construction will be provided along with the engineer's opinion of probable construction cost.

## **Task 4 – Regulatory Assistance**

CONSULTANT shall prepare and submit permit applications and supporting documentation necessary to obtain regulatory approvals from the following agencies:

- City of Hollywood Building Department
- Broward County Environmental Protection and Growth Management Department
- Broward County Traffic Engineering Division

CONSULTANT shall also respond to one Request for Additional Information issued by each agency. Permit fees will be paid by the City.

## **Task 5 – Bidding and Award**

CONSULTANT shall provide assistance to the City during the bidding phase for the project. Activities to be performed are as follows: attend a pre-bid conference, reply to bidders' questions, draft up to two addenda to the technical specifications and drawings for City distribution, review the Bid Proposal form, prepare a Bid Tabulation, check contractor references of the lowest responsive bidder, and issue a recommendation of award. Services associated with a bid protest are not included. Contract document packages will be produced and sold by the City.

## **Task 6 – Lift Station Upgrade Design Allowance**

The potential exists that existing lift stations W-08 or W-11 will require a marginal capacity upgrade in order to accommodate the additional flow. Such an upgrade may involve the expansion or deepening of the wet well, upsizing the electric service, and/or replacement of the discharge force main. This Task represents an allowance to be used at the Owner's discretion for such design services to be negotiated later.

## **KEY ASSUMPTIONS**

- Flow projections for the area of review and hydraulic analyses performed shall be based upon historical water consumption for the area and the best available information from the City. Parcel shapefiles with folio number will be provided by the City. It is assumed that water billing records linked with folio number will be made available in database format. Preliminary hydraulic analysis shall be basic spreadsheet-type calculations – no comprehensive wastewater model is available, therefore computer-based hydraulic software modeling is not envisioned.
- City will provide updated sanitary sewer atlas information in GIS format.
- City will provide available lift station design and operations data (design capacity, run time, etc.) for existing neighboring lift stations.
- Design will be consistent with existing City collection and transmission practices (gravity sewer).
- Maintenance of Traffic plans will be the responsibility of the construction contractor and are not included.
- Funding for implementation of the proposed project will be addressed separately by others.
- No financing plan or user charge system will be provided.
- No public workshops, meetings or presentation materials for such events are anticipated.
- Property owner responsibilities will not be defined. No work within private property is included.
- Permit fees will be paid by the City. Permits other than those specifically listed herein are not anticipated and therefore not included.

- Surveying services and underground locates beyond what is described above, if needed, will be performed at additional cost.
- Services associated with stormwater improvements are not included.
- No ordinance review will be performed.
- No easements or rights-of-way are included.

### **COMPENSATION**

The following table summarizes the cost for engineering services for this project:

<b>Description</b>	<b>Cost</b>
<i>Labor</i>	
Task 1 – Data Collection and Compilation	\$ 8,639
Task 2 – Preliminary Sewer System Design	\$ 74,561
Task 3 – Collection System Detailed Design	\$ 206,249
Task 4 – Regulatory Assistance	\$ 28,003
Task 5 – Bidding and Award	\$ 14,368
Task 6 – Lift Station Upgrade Design Allowance	\$ 100,000
Sub-Total Labor	\$ 431,820
<i>Direct Expenses</i>	
Topographic Survey	\$ 172,141
Geotechnical Survey	\$ 21,054
Underground Utility Locates	\$ 13,620
Other Direct Expenses (reproduction, out of pocket.)	\$ 200
	\$ 207,015
<b>TOTAL (Not-to-Exceed)</b>	<b>\$ 638,836</b>

The professional services described herein will be performed for the engineering fee of \$538,836 on a Not-to-Exceed basis. This fee is based upon the level of effort and assumptions listed in this scope of work. An allowance of \$100,000 is included for use at the City's discretion should the existing lift stations require upgrades. Payment shall be on a task by task basis based upon the percent complete. Lift station upgrades will be negotiated once the level of effort can be defined. A summary cost breakdown by task, as described in the Scope of Services, is attached.

### **SCHEDULE**

Upon receipt of notice-to-proceed, the anticipated duration of major project milestones is as follows:

<b>Task</b>	<b>Months</b>
Data Collection and Compilation	1
Preliminary Design	3
Survey	1
Collection System Detailed Design	4
Permitting	1
Bidding and Award	4
<b>Total</b>	<b>14</b>

Engineering services for the project will be performed as part of our Professional Services Agreement for General Engineering Consultant Services (Agreement) dated August 2017. Services provided by Hazen and Sawyer, D.P.C. shall be limited to those services specifically identified in this work order.



Very truly yours,

**HAZEN AND SAWYER**

A handwritten signature in blue ink, appearing to read "J. Philip Cooke".

J. Philip Cooke, P.E.  
Senior Associate

c: *File No. 4321-016/1.0*  
*J. McMahon*

*Attachments*

**CITY OF HOLLYWOOD  
SOUTHERN REGIONAL WASTEWATER COLLECTION SYSTEM  
North Central Sewer Expansion - Phase 2  
Fee Breakdown**

<b><u>Tasks</u></b>	<b><u>Senior Associate</u></b>	<b><u>Associate</u></b>	<b><u>Senior Principal Engineer</u></b>	<b><u>Principal Engineer</u></b>	<b><u>Engineer</u></b>	<b><u>Senior Principal Designer</u></b>	<b><u>Principal Designer</u></b>	<b><u>GIS Technician</u></b>	<b><u>Admin Assistant</u></b>	<b><u>Subtotal</u></b>	<b><u>Fee</u></b>
LABOR											
Task 1 - Data Collection and Compilation	12	3	0	15	12	0	0	10	2	54	\$ 8,639
Task 2 - Preliminary Sewer System Design	44	48	76	96	84	0	82	0	8	438	\$ 74,561
Task 3 - Detailed Design	116	140	180	204	196	136	190	0	40	1202	\$ 206,249
Task 4 - Regulatory Assistance	24	8	22	36	28	17	20	0	8	163	\$ 28,003
Task 5 - Bidding and Award	13	8	8	14	12	10	12	0	6	83	\$ 14,368
Task 6 - Lift Station Upgrade Design Allowance	0	0	0	0	0	0	0	0	0	0	\$ 100,000
Subtotal	209	207	286	365	332	163	304	10	64	1,940	<b>\$ 431,820</b>
DIRECT EXPENSES											
Topographic Survey											\$ 172,141
Geotechnical Survey											\$ 21,054
Underground Utility Locates											\$ 13,620
Out-of-pocket											\$ 200
Subtotal											<b>\$ 207,015</b>
<b>Total (Lump Sum)</b>											<b>\$ 638,836</b>
Maximum Hourly Raw Labor Rate*	\$81.81	\$66.41	\$56.79	\$51.98	\$38.50	\$55.83	\$46.20	\$23.10	\$23.10		
* Overall multiplier = 3.2											

# GIBBS LAND SURVEYORS

2131 HOLLYWOOD BOULEVARD SUITE 204 HOLLYWOOD, FLORIDA 33020

PHONE: 954-923-7666 FAX: 954-923-7668

SSEELEY@GIBBSLANDSURVEYORS.COM

November 8, 2018

J. Philip Cooke  
Hazen and Sawyer  
4000-750N Hollywood Blvd.  
Hollywood, FL 33021

RE: **City of Hollywood Septic-Sewer Area #7094**

Dear Mr. Cooke:

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

## LIMITS OF WORK

All those right-of-ways within the City of Hollywood, from Sheridan Street to Taft Street, and from Dixie Highway to 26<sup>th</sup> Avenue:

Sherman Street, from N 26 Avenue to N 24 Avenue; the Alley from N 24 Avenue to N 22 Avenue; Liberty Street, from N 26 Avenue to Dixie Alley; Scott Street, from N 26 Avenue to Dixie Alley; Coolidge Street, from N 26 Avenue to Dixie Alley; Harding Street, from N 26 Avenue to Dixie Alley; Wilson Street, from N 26 Avenue to Dixie Alley; Taft Street from N 27 Avenue to Dixie Alley; and Alley north of Taft St and Alley north of Wilson St., both from N 26 Avenue to Dixie Alley, said alleys to extend 150 feet west of N 26 Avenue;

All Streets, Avenues and Alley intersections to be included, and survey extends to existing manholes and LS W-08;

Dixie Alley extends to Alley north of Ball Field Alley.

## BASE SCOPE OF WORK

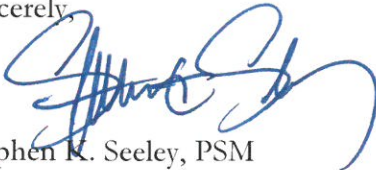
1. Perform a topographic survey locating and identifying all visible existing above-ground and underground utilities (as marked in the field) within the above limits.
2. Locate and/or provide permanent construction controls on site in State Plane Coordinates (1983 adjustment) and vertical control based on the North American Vertical Datum of 1988 (NAVD88). Horizontal and vertical controls will be referenced to the Florida State Plane Coordinate system on the digital files.
3. Platted right-of-ways or easement and property boundaries shall be plotted on survey drawings for the project route.
4. Provide location of all existing buildings, concrete pads, valve boxes, water/electrical meter boxes, electrical pull boxes, telephone/cable risers, fences, hydrants, above-ground utilities, wood/concrete utility poles, overhead electrical lines, culverts, guardrails, pavement limits, pavement markings, traffic signage and type, headwalls, endwalls, manholes, vaults, driveways, right-of-way limits, landscaping, and any other visible improvements.



5. Provide building address numbers from City .pdf files.
6. Provide cross-sections at 100 foot intervals to extend 5 feet beyond the right-of-way lines.
7. Provide centerline elevations at 100 foot intervals and significant grade breaks (highs and lows) within the alley rights-of-way.
8. Identify swale material, denoting grass, dirt or gravel.
9. Provide rim and invert elevations and pipe size and type on all visible gravity sewer structures and/or outfalls (sanitary and storm drainage) within the above limits.
10. Provide location of vegetation and individual trees greater than four (4) inches in diameter.
11. Provide finish floor elevations for all properties (houses and commercial buildings)
12. Locate septic tanks and cleanouts where visible and accessible. Roof vent stacks will also be observed (when cleanouts are not evident) for left side/right side.  
NOTE: This may be helpful, but is not always an accurate positional indicator for lateral positioning.
13. Digital files shall delineate all field collected data as well as existing limits of referenced right-of-ways.
14. The final survey map to be prepared at 1"=20' horizontal in a standard 22"x34" plan sheet format in include all topographic data listed above, right-of-way lines and property lines (GIS derived), baselines and platted right-of-way lines based upon existing monumentation and utilities verification and subsurface utility data, if provided.
15. Provide a signed and sealed copy of the survey.
16. Deliverables: CAD files (.dwg files) and cross sections and topographic /elevations (.txt files) and signed and sealed copy of survey.

The above BASE SCOPE OF WORK will be performed for a fee of **\$ 156,492.00**

Sincerely,



Stephen K. Seeley, PSM  
President





September 25, 2018

**Hazen and Sawyer**  
4000-750N Hollywood Blvd.  
Hollywood, FL 33021

Attention: Mr. J. Philip Cooke, P.E.  
Phone: 954.987.0066  
Email: [pcooke@hazenandsawyer.com](mailto:pcooke@hazenandsawyer.com)

**RE: Geotechnical Engineering Services Proposal  
Septic to Sewer Project Area 7094  
Broward County, Florida  
RADISE Project No: TBD**

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Dear Mr. Cooke, P.E.,

RADISE International, L.C. (RADISE) is pleased to submit this proposal for the above referenced project. This proposal discusses our understanding of the project, presents our proposed scope of work, and establishes our schedule and fee performing the work.

### **PROJECT INFORMATION**

We understand that the City of Hollywood has retained Hazen and Sawyer for the design and construction of the gravity sewer system installed via open cut method, to serve a portion of the city generally bounded by Sheridan Street to the north, Taft Street to the south, Dixie Highway to the east, and 26th Avenue to the west. The purpose of our work described herein is to obtain general subsurface soil information so that recommendations can be provided for the geotechnical aspects of the project.

### **SCOPE OF SERVICES**

The proposed scope of work for the project consists of the following:

1. Visit the site to field mark (paint and/or stake) the planned boring locations and observe existing site conditions.
2. Contact Sunshine 811 to request field location and clearance of underground utilities in the areas of the borings as per Florida Statutes.
3. Prepare a maintenance of traffic (MOT) plan.
4. Mobilize a truck-mounted drilling rig to the site.
5. Implement the MOT plan (i.e., sign, cones, etc.) during our field exploration for traffic control and safety purposes.
6. Perform fourteen (14) Standard Penetration Tests (SPT) boring to a depth of 20 feet below the existing ground surface in accordance with the procedures recommended in ASTM D-1586.

7. Visually classify the collected soil samples in the field with laboratory confirmation/QC verification of classifications using the Unified Soil Classification System (USCS).
8. Assign and perform a series of laboratory test to ascertain soil index properties for the soils encountered in each boring.
9. Perform appropriate geotechnical engineering analyses and prepare a geotechnical engineering report.

### **SCHEDULE/DELIVERABLES**

Upon receiving written authorization to proceed, we will commence with field marking of the boring locations and preparation of the utility locate request. Mobilization for the drilling operations will occur soon after Sunshine 811 clearance of boring locations is received from the contacted utilities. These two upfront activities are expected to require no more than 2 weeks to complete.

The specified field drilling work is expected to require 3 days to complete. Laboratory visual classification of the soils and report preparation will require about 2 to 3 weeks to complete following completion of field work. We expect to provide the final report signed and sealed by a registered professional engineer within 4 to 5 weeks of notice to proceed; however, accelerations of this schedule may be facilitated if needed.

### **COMPENSATION & TERMS**


Based upon our understanding of the project and interpretation of your requirements, we propose to perform the scope of work outlined previously for a Lump Sum Fee as detailed in the Fee Breakdown on Attachment A. Our work will be performed in accordance with the General Terms and Conditions included as part of this proposal as Attachment B.

Soil samples obtained from the drilling operations will be retained by RADISE for a period of 90 days from the date of drilling and then they will be discarded unless alternate terms are agreed to in writing with the client.


### **CLOSURE**

RADISE appreciates the opportunity to provide our services for this project, and trust that the scope of work and fee presented in this proposal are clear and understandable. Should the proposal contents require any clarification or amplification, please feel free to contact us.

Sincerely,  
**RADISE International, L.C.**



**Nitesh Goli**  
Project Engineer



**Andrew Nixon, P.E.**  
Operations Manager

Attachments: A – Fee Breakdown  
B – Standard General Terms & Conditions



**ATTACHMENT A: FEE BREAKDOWN  
GEOTECHNICAL ENGINEERING SERVICES  
Septic to Sewer Project Area 7094  
Broward County, Florida  
RADISE Project No. TBD**

	Qty	Unit	Unit Price	Total
<b>1.0 FIELD EXPLORATION</b>				
1.1 Field & Utility Coordination (Staff Engineer)	8	Hour	\$ 105.00	\$ 840.00
1.2 <u>Maintenance of Traffic</u>				
1.2.1 MOT Plan	1	Each	\$ 500.00	\$ 500.00
1.2.2 MOT Implementation (Cones, Signs, Barricades, Arrow Board)	3	Day	\$ 500.00	\$ 1,500.00
1.3 <u>SPT Borings (14 to 20')</u>				
1.3.1 Mobilize Equipment - Drill Rig	1	Each	\$ 350.00	\$ 350.00
1.3.2 SPT Boring	280	Foot	\$ 15.00	\$ 4,200.00
1.3.3 Casing	280	Foot	\$ 7.00	\$ 1,960.00
1.3.4 Grout Seal	280	Foot	\$ 6.00	\$ 1,680.00
		<b>TOTAL FIELD WORK</b>		<b>\$ 11,030.00</b>
<b>2.0 LABORATORY SERVICES</b>				
2.1 Visual Classification (Staff Engineer)	7	Hour	\$ 105.00	\$ 735.00
2.2 Natural Moisture Test (2 per boring)	28	Each	\$ 15.00	\$ 420.00
2.3 Fine Content Determination (1 per boring)	14	Each	\$ 45.00	\$ 630.00
2.4 Sieve Analysis (1 per 2 borings)	7	Each	\$ 75.00	\$ 525.00
2.5 Organic Content Test (1 per boring)	14	Each	\$ 45.00	\$ 630.00
		<b>TOTAL LABORATORY SERVICES</b>		<b>\$ 2,940.00</b>
<b>3.0 PROFESSIONAL SERVICES</b>				
3.1 Principal Engineer	2	Hour	\$ 185.00	\$ 370.00
3.2 Senior Geotechnical Engineer	6	Hour	\$ 155.00	\$ 930.00
3.3 Project Engineer	24	Hour	\$ 135.00	\$ 3,240.00
3.4 Drafter / CADD	8	Hour	\$ 65.00	\$ 520.00
3.5 Administrative Assistant	2	Hour	\$ 55.00	\$ 110.00
		<b>TOTAL PROFESSIONAL SERVICES</b>		<b>\$ 5,170.00</b>
<b>TOTAL AMOUNT</b>				<b>\$ 19,140.00</b>



## ATTACHMENT B - AGREEMENT FOR PROFESSIONAL GEOTECHNICAL SERVICES

### STANDARD GENERAL TERMS AND CONDITIONS

This Agreement between **Hazen and Sawyer ("CLIENT")** and **RADISE International LC ("RADISE")**, a Florida Limited International; 4152 West Blue Heron Blvd., Suite 1114 Riviera Beach, FL 33404 is effective as of the date of signature of the acceptance block of this written proposal. The ordering of Work from RADISE shall constitute acceptance of the terms of RADISE's proposal and these General Conditions. The parties agree as follows:

**ARTICLE I – PARTIES AND SCOPE OF WORK** - RADISE shall include said company, its individual owners, officers, professionals, employees, agents, division, subsidiary, parent or affiliate and subcontractors performing the Work. "Work" means the specific services to be performed by RADISE as set forth in RADISE's proposal, the CLIENT's acceptance thereof, both incorporated herein by this reference, and these General Conditions. "CLIENT" refers to the person and/or business entity ordering the Work to be done by RADISE. If the CLIENT is ordering the Work on behalf of a third party, the CLIENT represents and warrants that the CLIENT is the duly authorized agent of said third party for the purpose of ordering and directing said Work. In the event CLIENT is not the authorized agent of said third party, CLIENT agrees that he shall be individually liable hereunder. Further, CLIENT shall disclose any such agency relationship to RADISE in writing before the commencement of RADISE's Work hereunder. CLIENT agrees that RADISE's professional duties are specifically limited to the Work as set forth in RADISE's proposal. The CLIENT assumes sole responsibility for determining whether the quantity and the nature of the Work ordered by the CLIENT is adequate and sufficient for the CLIENT's intended purpose. CLIENT shall communicate these General Terms and Conditions to each and every third party to whom the CLIENT transmits any part of RADISE's Work. RADISE's Work is for the exclusive use of CLIENT, and its properly disclosed principal. In no event shall RADISE have any duty or obligation to any third party. No third party shall have the right to rely on RADISE opinions rendered in connection with the Services without RADISE written consent and the third party's agreement to be bound to the same conditions and limitations as CLIENT. In the event that RADISE is requested by CLIENT or is required by subpoena to produce documents or give testimony in any action or proceeding to which CLIENT is a party and RADISE is not a party, CLIENT shall pay RADISE for any time and expenses required in connection therewith, including reasonable attorney's fees.

**ARTICLE II – PAYMENT** - Payment shall be due within 30 days after the date of invoice. Interest at the rate of 1.5% per month (or the highest rate allowable by law) starting 30 days after date of invoice to date payment is received, may be added to all amounts not paid within 30 days after date of invoice. If payment is not maintained on a thirty (30) day current basis, RADISE shall have the contractual right to suspend further performance of the work until payments are made current. CLIENT shall notify RADISE of any disputed amount within fifteen (15) days from date of the invoice, give reasons for the objection, and shall promptly pay the undisputed amount. All attorney fees and expenses associated with collection of past due invoices will be paid by CLIENT. Failure to timely pay any RADISE invoice shall constitute a waiver of any and all claims by CLIENT or third parties against RADISE.

**ARTICLE III – RIGHT-OF-ENTRY** - Unless otherwise agreed, CLIENT shall furnish right-of-entry on the property for RADISE to perform the requested testing and/or make the planned borings, surveys, or explorations. RADISE will take reasonable precautions to minimize damage to the property or man-made objects caused by its equipment and sampling procedures, but the cost of restoration or damage repair which may result from the planned and contracted operations, is not included in the contracted amount unless specifically identified and detailed. If the CLIENT desires and requests in writing to restore the property or man-made objects to its former condition. RADISE can accomplish this at an added cost to our fee as approved in advance by the CLIENT.

**ARTICLE IV – DAMAGE TO EXISTING MAN-MADE OBJECTS** - It shall be the responsibility of the CLIENT or his duly authorized representative, to disclose the presence and accurate location of all hidden or obscure man-made objects relative to field tests, sampling, or boring locations. RADISE will clear field test boring locations with Florida Sunshine One-Call as required by Florida Statutes, as a supplemental disclosure process above that required of the CLIENT. In addition, CLIENT waives any claim against RADISE arising from any damage to land surfaces or existing buried or surficial man-made objects. CLIENT shall: (1) provide RADISE, in writing, all information relating to CLIENT's requirements for the project; (2) correctly identify to RADISE, the location of subsurface structures, such as pipes, tanks, cables and utilities; (3) notify RADISE of any potential hazardous substances or other health and safety hazard or condition known to CLIENT existing on or near the project site; (4) give RADISE prompt written notice of any suspected deficiency in the Services; and (5) with reasonable promptness, provide required approvals and decisions.

**ARTICLE V – SAMPLING OR TESTING LOCATIONS** - Unless specifically stated to the contrary, the fees included in this proposal do not include costs associated with professional land surveying of the site or the accurate horizontal and vertical locations of tests or for the repair of land damage occurring during the performance of the contracted work. Field tests or boring locations, as described in our report or shown on our sketches, are based on specific information furnished to us by others or estimates of locations made in the field by our inspectors or technicians. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated in the report.

**ARTICLE VI – SAMPLE HANDLING AND RETENTION** - Generally test samples or specimens are consumed and/or substantially altered during the conduct of tests and RADISE, at its sole discretion, will dispose (subject to the following) of any remaining residue immediately upon completion of test unless required in writing by the CLIENT to store or otherwise handle the samples. (a) NON-HAZARDOUS SAMPLES: At CLIENT's written request, RADISE will maintain free of storage charges, procured test samples and specimens or the residue therefrom, for thirty (30) days after the submission of RADISE's report to CLIENT. After the initial 30 days and upon written request, RADISE will retain test specimens or samples for a mutually acceptable storage charge and period of time. (b) HAZARDOUS OR POTENTIALLY HAZARDOUS SAMPLES: In the event that samples contain substances or constituents hazardous or detrimental to human health, safety or the environment, as defined by federal, state or local statutes, regulations, or ordinances ("Hazardous Substances" and "Hazardous Constituents", respectively), RADISE will, after completion of testing and at CLIENT's expense: (i) return such samples to CLIENT; (ii) using a manifest signed by CLIENT as generator, will have such samples transported to a location selected by CLIENT for final disposal. CLIENT agrees to pay all costs associated with the storage, transport, and disposal of such samples. CLIENT recognizes and agrees that RADISE is acting as a bailee for Client and at no time does RADISE assume title or ownership of said waste.

**ARTICLE VII – DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS** - Hazardous materials or certain types of hazardous materials may exist at a site where there is no reason to believe they could or should be present. RADISE and CLIENT agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. RADISE and CLIENT also agree that the discovery of unanticipated hazardous materials may make it necessary for RADISE to take immediate measures to protect health and safety. RADISE agrees to notify CLIENT as soon as practicable should unanticipated hazardous materials or suspected hazardous materials be encountered. CLIENT encourages



RADISE to take any and all measures that, in RADISE's professional opinion, are justified to preserve and protect the health and safety of RADISE's personnel and the public. CLIENT agrees to compensate RADISE for the additional cost of working to protect employees' and the public's health and safety. In addition, CLIENT waives any claim against RADISE arising from RADISE's discovery of unanticipated hazardous materials or suspected hazardous materials.

**ARTICLE VIII – STATEMENT OF WARRANTY** - RADISE warrants that it shall perform services for CLIENT in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the applicable standards of professional care that are being practiced in the profession and in the same or a similar locality as the project. CLIENT recognizes that opinions relating to environmental, geologic, and geotechnical conditions are based on limited site information and data obtained by literature reviews and/or the performance of limited site investigational programs and that actual conditions may vary from those encountered at the times and locations where the data are obtained, despite the use of due professional care. In the event any portion of the services fails to comply with this warranty obligation and RADISE is promptly notified in writing within six (6) months after completion of such portion of the services, RADISE shall be provided the opportunity re- perform and correct such portion of the services, or if re-performance is impracticable, RADISE shall refund the appropriate proportional amount of compensation paid to RADISE for such deficient portion of the services. This warranty is in lieu of any and all other warranties. No other warranty, expressed or implied, including warranties of merchantability and fitness for a particular purpose, is made or intended by the proposal for consulting services, by furnishing an oral response of the findings made or by any representations made regarding the services included in this agreement.

**ARTICLE IX – LIMITATION OF LIABILITY** - RADISE shall be responsible and liable to CLIENT for RADISE services and the services of RADISE subcontractors engaged in the performance of the work. RADISE shall not be responsible or liable for the acts or omissions of the CLIENT or other parties engaged by CLIENT for their services including but not limited to other engineering reports and data, construction means, methods, techniques, sequences, or procedures, or their health and safety precautions and programs. In no event shall RADISE be liable for any special, indirect, incidental or consequential loss or delay or time-related damages. Neither Party shall be liable to the other for consequential damages, including, without limitation, loss of use or loss of profits, incurred by one another or their subsidiaries or successors or assigns, regardless of whether such damages are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.

Client is also advised that Florida Statutes (FS), Section 558.0035 - Design professionals; contractual limitation on liability states that 1) A design professional employed by a business entity or an agent of the business entity is not individually liable for damages resulting from negligence occurring within the course and scope of a professional services contract if certain conditions apply. Correspondingly: **PURSUANT TO THIS FS SECTION, AN INDIVIDUAL EMPLOYEE OR AGENT OF RADISE MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.** This release of individual liability applies only so long as any damages are solely economic in nature and the damages do not extend to personal injuries or to property not subject to the contract.

The remedies set forth herein are exclusive and the total liability of RADISE for all claims arising out of the performance of the Work including sole professional negligence including errors, omissions, or other professional acts, and including unintentional breach of contract; or for other causes for which RADISE is determined to have any legal liability in a court of law. Remedies, whether in contract, tort (including negligence whether sole or concurrent), or otherwise arising out of, connected with or resulting from the services provided by RADISE pursuant to this Agreement, shall not exceed the total fees paid to RADISE by CLIENT or \$50,000.00, whichever is lessor. CLIENT may, upon written request received within five days of CLIENT's acceptance hereof, increase the limit of RADISE's liability by agreeing to pay RADISE an additional sum as agreed to in writing prior to the commencement of RADISE's services. This charge is not to be construed as being a charge for insurance of any type, but is increased consideration for the greater liability involved.

**ARTICLE X – CLIENT INDEMNIFICATION** - CLIENT agrees to defend, indemnify and save harmless RADISE from all third party and any FS 558 claims unrelated to our work activities and designs, including but not limited to alleged negligence claims, suits, losses, personal injuries, death and property liability not directly resulting or related to RADISE's performance of the proposed work, whether such claims or damages are allegedly caused in whole or in part by RADISE. CLIENT agrees to reimburse RADISE for expenses in connection with any such claims or suits, including reasonable attorney's fees. CLIENT's obligation to indemnify is limited to \$2 million per occurrence, which CLIENT agrees bears a reasonable commercial relationship to the Work undertaken by RADISE. CLIENT further agrees that these General Terms and Conditions are a part of the Work's specifications or bid documents, if any.

**ARTICLE XI – LEGAL JURISDICTION** - The parties agree that any actions brought to enforce any provision of this Agreement shall only be brought in a court of competent jurisdiction located in West Palm Beach, Palm Beach County, Florida. All causes of action, including but not limited to actions for indemnification, arising out of RADISE's Work shall be deemed to have accrued and the applicable statutes of limitation shall commence to run not later than either the date of substantial completion of the Work for acts or failures to act occurring prior to substantial completion, or the date of issuance of RADISE's final invoice for acts or failures to act occurring after substantial completion of the Work.

**ARTICLE XII – FORCE MAJEURE** - An event of "Force Majeure" occurs when an event beyond the control of the Party claiming Force Majeure prevents such Party from fulfilling its obligations. An event of Force Majeure includes, without limitation, acts of God (including floods, hurricanes and other adverse weather), war, riot, civil disorder, acts of terrorism, disease, epidemic, strikes and labor disputes, actions or inactions of government or other authorities, law enforcement actions, curfews, closure of transportation systems or other unusual travel difficulties, or inability to provide a safe working environment for employees. In the event of Force Majeure, the obligations of RADISE to perform the Services shall be suspended for the duration of the event of Force Majeure. In such event, RADISE shall be equitably compensated for time expended and expenses incurred during the event of Force Majeure and the schedule shall be extended by a like number of days as the event of Force Majeure. If Services are suspended for thirty (30) days or more, RADISE may, in its sole discretion and upon 10 days' prior written notice, terminate this Agreement or the affected Work, or both. RADISE shall be compensated for those services performed as of the date of the termination.

**ARTICLE XIII – TERMINATION** - CLIENT or RADISE may terminate this agreement with or without cause at any time by giving ten (10) days' notice to either party. CLIENT may terminate this agreement for cause by giving ten (10) days' notice to RADISE. Cause is defined as nonpayment of RADISE's invoices and/or unresponsiveness by RADISE to CLIENT's requests. If this agreement is terminated by either party, RADISE shall be compensated for work actually performed and expense incurred up to the date of termination, but in no event more than the amounts set forth in RADISE's proposal for the work. This agreement will terminate automatically upon termination of any Prime Contract related to and associated with the work

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Date: September 27, 2018

Presented to: Hazen & Sawyer  
4000-750 N Hollywood Blvd  
Hollywood, FL 33021  
Phone No.: 954-987-0066  
Fax No.: 954-987-2949

Attn: J. Phillip Cooke, P.E.

Project name: City of Hollywood Underground Utility Locates

As requested, InfraMap Corporation (IMC) has prepared this proposal for utility infrastructure investigation services for the above referenced project. This proposal is based upon the best information available to InfraMap regarding site conditions at the time of writing. This proposal does not represent a lump sum fee to perform these services. The proposed fee will not be exceeded without the expressed consent of the client.

**Project limits and description:** Perform up to twenty (20) test holes for the design of a septic to sewer conversion in a portion of the North Central Neighborhood which is bounded by Sheridan Street to the north, Taft Street to the south, 26<sup>th</sup> Ave to the west and 22<sup>nd</sup> Ave to the east.

**Services to be provided:** Test Hole Services as described in attachment "A".

**Notes:** Client will chose location of test holes.

#### **FEE SCHEDULE**

#### **ESTIMATED FEE**

<b><u>Resource</u></b>	<b><u># Hours/Units</u></b>	<b><u>\$s</u></b>
<i>Project Manager/PE, LS: \$146.21/hr.</i>	6	\$ 877.26
<i>Cad Technician: \$76.05/hr.</i>	5	\$ 380.25
<i>Administrative: \$55.00/hr.</i>	1	\$ 55.00
<b><u>Test Hole Services</u></b>		
<i>0' to 6': \$450.89/ea.</i>	20	\$ 9,000.00
<i>Contingent feet: \$ 103.00/ft. (Test holes beyond 6' in depth)</i>	5	\$ 515.00
<b><u>Direct Expenses</u></b>		
<i>Mileage: \$0.545 per mile (IRS rate)</i>	56mi	\$ 30.52
<i>Permits: actual cost (Estimate)</i>		\$ 200.00



**MOT (if/as needed)***Flaggers: \$76.50/hr.**Arrow Board: \$ 50.00/day*

16 estimate	\$ 1,224.00
2	<u>\$ 100.00</u>

<b><u>TOTAL ESTIMATED FEE</u></b>	<b><u>\$ 12,382.03</u></b>
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This estimate is not a lump sum fee and is valid for 90 days. This estimate is good for test hole services on utilities within the project limits as herein defined, and will not be exceeded without the expressed consent of the client.

**PAYMENT TERMS**

Terms of payment are subject to modification by seller (InfraMap). Buyer (client) agrees to make prompt payment of invoices due in accordance with Seller's approved terms, whether for complete or partial services. Terms: Net 30 days from completion of work and receipt of invoice. If payment is contingent upon Buyer being paid by a "Third Party" for services, InfraMap Corp. (InfraMap) must be notified immediately of the name and address of the "Third Party". Buyer will submit invoices to the "Third Party" in a timely manner and InfraMap will receive payments from Buyer within 15 days of Buyer being paid. If this is not the case then InfraMap reserves the right to modify this clause to reflect a revised payment schedule.

**Late Charge:** A late payment service charge equal to 1.5% per month or the maximum charge allowed by applicable law, whichever is lower, shall be assessed on all amounts not paid when due. All accounts are net 30 days unless specifically agreed upon in writing.

**Delinquency Collections:** In the event Buyer fails to pay for any services when due, or should Buyer's account become otherwise delinquent, or in the event of Buyer's bankruptcy or insolvency, or in the event of Buyer's breach of this Agreement, then in any such event Seller may, at its option: (i) terminate any or all existing contracts; (ii) refuse to perform services under this or any other order; and/or (iii) avail itself of any other further remedies available to it at law or in equity. Buyer agrees to pay all cost of collection, including reasonable attorney's fees.

This service will be provided with due diligence and in a manner consistent with standards of the professional utility infrastructure mapping profession. InfraMap does not guarantee that all existing utility systems can or will be detected. It may not be possible to detect all utilities, such as but not limited to systems that are not depicted on records available to us, and systems rendered undetectable due to unfavorable site conditions. Use of this service does not relieve interested parties from their responsibility to make required notifications prior to excavation. Use of this service does not relieve utility owners of their responsibility to mark the location of their facilities prior to excavation. InfraMap Corp. will not be responsible for damages to utilities caused by others.





September 27, 2018

Presented by: \_\_\_\_\_

Andres Garcia  
Senior Utility Location Manager  
InfraMap Corp.

Date

Accepted: \_\_\_\_\_

Authorized Signature

Date