

**AGREEMENT**

**between**

**CITY OF FORT LAUDERDALE**

**and**

**CHEN MOORE AND ASSOCIATES, INC.**

**for**

**DESIGN SERVICES FOR PUMPING STATION A-5  
Request for Qualifications (RFQ) Event No. 264**

## AGREEMENT

THIS AGREEMENT made and entered into this \_\_\_day of \_\_\_\_\_, 2025,  
by and between:

CITY OF FORT LAUDERDALE, a Florida  
municipality (hereinafter referred to as "CITY")

and

CHEN MOORE AND ASSOCIATES, INC., a  
Florida corporation (hereinafter referred to as  
"CONSULTANT") (or collectively the "Party" or  
"Parties")

WHEREAS, the City Commission of the City of Fort Lauderdale, Florida at its meeting of January 7, 2025, authorized by motion the execution of this Agreement between CONSULTANT and CITY authorizing the performance of Design Services for Pumping Station A-5, Request for Qualifications (RFQ) Event No. 264, incorporated herein (the "Agreement"); and

WHEREAS, the CONSULTANT is willing and able to render professional services for such project for the compensation and on the terms hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants, agreements, terms, and conditions contained herein, the Parties hereto, do agree as follows:

### ARTICLE 1 DEFINITIONS AND IDENTIFICATIONS

For the purposes of this Agreement and the various covenants, conditions, terms and provisions which follow, the DEFINITIONS and IDENTIFICATIONS set forth below are assumed to be true and correct and are therefore agreed upon by the Parties.

- 1.1 AGREEMENT: Means this document between the CITY and CONSULTANT dated \_\_\_\_\_, 2025, and any duly authorized and executed Amendments to Agreement.
- 1.2 BASIC SERVICES: Services performed by CONSULTANT for authorized scope of work for the Project phase described in this Agreement and listed in Exhibit "A" Scope of Services.
- 1.3 CONSULTANT'S PERIODIC ESTIMATE FOR PAYMENT: A statement by CONSULTANT based on observations at the site and on review of documentation submitted by the CONSULTANT that by its issuance recommends that CITY pay identified amounts to the CONSULTANT for services performed by the CONSULTANT on the Project.

- 1.4 CHANGE ORDER: A written order to the CONSULTANT approved by the CITY authorizing a revision of this Agreement between the CITY and CONSULTANT that is directly related to the original scope of work or an adjustment in the original contract price or the contract time directly related to the original scope of work, issued on or after the effective date of this Agreement.
- 1.5 CITY: The City of Fort Lauderdale, a Florida municipality.
- 1.6 CITY MANAGER: The City Manager of the City of Fort Lauderdale, Florida.
- 1.7 COMMISSION: The City Commission of the City of Fort Lauderdale, Florida, which is the governing body of the CITY.
- 1.8 CONSTRUCTION COST: The total construction cost of all elements of the Project designed or specified by CONSULTANT.
- 1.9 CONSTRUCTION COST LIMIT: A maximum construction cost limit established by the CITY defining the maximum budget amount to which the final construction documents should be designed so as not to exceed.
- 1.10 CONSTRUCTION DOCUMENTS: Those working drawings and specifications and other writings setting forth in detail and prescribing the work to be done, the materials, workmanship and other requirements for construction of the entire Project, including any bidding information.
- 1.11 CONSULTANT: CHEN MOORE AND ASSOCIATES, INC., the CONSULTANT selected to perform professional services pursuant to this Agreement.
- 1.12 CONTRACT ADMINISTRATOR: The Public Works Director of the City of Fort Lauderdale, or his/her designee. In the administration of this Agreement, as contrasted with matters of policy, all Parties may rely upon instructions or determinations made by the Contract Administrator.
- 1.13 CONTRACT DOCUMENTS: Any or all of the following documents: The Solicitation RFQ Event No. 264, this Agreement, all Exhibits attached to this Agreement, approved and fully executed Change Orders, Addenda or Amendments to all related documents to the Change Orders, specifications (quality) and drawings (location and quantity) of CONSULTANT, CONSULTANT'S response to City of Fort Lauderdale RFQ Event No. 264.
- 1.14 CONTRACTOR: One or more firms, corporations, or other entities identified as such by a written agreement with CITY ("Contract for Construction") to perform the construction services required to complete the Project.
- 1.15 DEPARTMENT DIRECTOR: The Director of the Public Works Department for the City of Fort Lauderdale.

- 1.16 ERROR: A mistake in design, plans and/or specifications that incorporates into those documents an element that is incorrect and is deficient from the standard of care that a professional engineer in similar circumstances, working on a similar project and location would have exercised. Also includes mistakes in design, plans, specifications and/or shop drawings review that lead to materials and/or equipment being ordered and/or delivered where additional costs are incurred.
- 1.17 FINAL STATEMENT OF PROBABLE CONSTRUCTION COSTS: A final cost estimate prepared by CONSULTANT during the Final Design Phase of the Project, based upon the final detailed Construction Documents of the Project.
- 1.18 NOTICE TO PROCEED: A written Notice to Proceed with the Project issued by the Contract Administrator.
- 1.19 OMISSION: A scope of work missed by CONSULTANT that is necessary for the Project, including a quantity miscalculation, which was later discovered and added by Change Order and which is deficient from the standard of care that a professional engineer in similar circumstances, working on a similar project and location would have exercised. Also includes design that was wrong, but was corrected after award to the Contractor, but before the construction process was materially affected.
- 1.20 ORIGINAL CONTRACT PRICE: The original bid and/or contract price as awarded to a Contractor based upon CONSULTANT's final detailed Construction Documents of the Project.
- 1.21 PLANS AND SPECIFICATIONS: The documents setting forth the final design plans and specifications of the Project, including architectural, civil, structural, mechanical, electrical, communications and security systems, materials, lighting equipment, site and landscape design, and other essentials as may be appropriate, all as approved by CITY as provided in this Agreement.
- 1.22 PRELIMINARY PLANS: The documents prepared by CONSULTANT consisting of preliminary design drawings, renderings and other documents to fix and describe the size and character of the entire Project, and the relationship of Project components to one another and existing features.
- 1.23 PROJECT: An agreed scope of work for accomplishing a specific plan or development. This may include, but is not limited to, planning, architectural, engineering, and construction support services. The services to be provided by CONSULTANT shall be as defined in this Agreement. The Project planning, design and construction may occur in separate phases and Task Orders at the CITY's discretion.
- 1.24 SUBCONSULTANT: A person or an entity that provides labor, supplies, or services to or for a subconsultant in exchange for salary, wages, or other remuneration, as

defined in Section 448.095, Florida Statutes (2024).

- 1.25 SUBSTANTIAL COMPLETION: The CITY will consider the Work substantially complete when the CONSULTANT submits nearly 100% complete major deliverables (i.e. Drawings, Specifications, Reports, Renderings) as described in this Agreement to the satisfaction of the City.
- 1.26 TASK ORDER: A document setting forth a negotiated detailed scope of services to be performed by CONSULTANT at fixed contract prices in accordance with this Agreement between the CITY and CONSULTANT.
- 1.27 TIME OF COMPLETION: Time in which the entire Work shall be completed for this Agreement.

## ARTICLE 2 PREAMBLE

In order to establish the background, context and frame of reference for this Agreement and to generally express the objectives and intentions of the respective Parties hereto, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions of this Agreement which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

- 2.1 Pursuant to Section 287.055, Florida Statutes (2024), as may be amended or revised, CITY formed a Committee to evaluate CONSULTANT's statement of qualifications and performance data to ensure that CONSULTANT met the requirements of the Consultants' Competitive Negotiation Act, as set forth in Section 287.055, Florida Statutes (2024), as may be amended or revised, and selected CONSULTANT to perform services hereunder.

## ARTICLE 3 SCOPE OF SERVICES

- 3.1 The CONSULTANT shall perform the following professional services: Professional Engineering Services for Design Services for Pumping Station A-5 as more specifically described in Exhibit "A" Scope of Services, attached hereto and incorporated herein. CONSULTANT shall provide all services set forth in Exhibit "A" including all necessary, incidental and related activities and services required by the Scope of Services and contemplated in CONSULTANT's level of effort. CONSULTANT will perform the Services in accordance with standard industry practices, with the care, knowledge and skill expected of similar engineering firms. No other warranties, express or implied are made or intended.
- 3.2 CITY and CONSULTANT acknowledge that the Scope of Services does not delineate every detail and minor work tasks required to be performed by CONSULTANT to complete the Project. If, during the course of the performance

of the services included in this Agreement, CONSULTANT determines that work should be performed to complete the Project which is in CONSULTANT's opinion, outside the level of effort originally anticipated, whether or not the Scope of Services identifies the work items, CONSULTANT shall notify Contract Administrator and obtain written approval by the CITY in a timely manner before proceeding with the work. Notice to Contract Administrator does not constitute authorization or approval by CITY to perform the Work. The CITY shall not pay for any work that is not approved by the Contract Administrator in writing. If CONSULTANT proceeds with said Work without notifying the Contract Administrator, said work shall be deemed to be within the original level of effort, whether specifically addressed in the Scope of Services, and at CONSULTANT's sole risk.

- 3.3 CITY and CONSULTANT acknowledge that Basic Services described in Exhibit "A" are included in the fee agreed upon. The CITY and CONSULTANT may negotiate additional scopes of services, compensation, time of performance and other related matters for future phases of Project. If CITY and CONSULTANT cannot contractually agree, CITY shall have the right to immediately terminate negotiations at no cost to CITY and procure services for future Project phases from another source.

#### ARTICLE 4 GENERAL PROVISIONS

- 4.1 Negotiations pertaining to the rates for professional services to be performed by CONSULTANT have been undertaken between CONSULTANT and CITY representatives pursuant to Section 287.055, Florida Statutes (2024), as may be amended or revised, and this Agreement incorporates the results of such negotiation.
- 4.2 CONSULTANT shall include CITY's specific agreement number and title as part of the heading on all correspondence, invoices and drawings. All correspondence shall be directed specifically to the Contract Administrator.

#### ARTICLE 5 PRIORITY OF PROVISIONS

- 5.1 The Contract Documents are intended to include all items necessary for the proper execution and completion of the work by CONSULTANT. Any labor, services, materials, supplies, equipment or documentation that may reasonably be inferred from the Contract Documents or trade usage from prevailing custom as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to CITY. The Contract Documents are complementary, and wherever possible the provisions of the Contract Documents shall be construed in such manner as to avoid conflicts between provisions of the various Contract Documents. In the event of any inconsistency in the Contract Documents, where such inconsistency is not clarified by change order, addendum

or amendment, the Contract Documents shall be construed according to the following priorities:

- First priority: Approved Change Orders, Addenda or Amendments to all related documents.
- Second priority: Specifications (quality) and Drawings (location and quantity) of CONSULTANT.
- Third priority: This AGREEMENT.
- Fourth priority: City of Fort Lauderdale Request for Qualifications (RFQ) Event No. 264.
- Fifth priority: CONSULTANT's response to City of Fort Lauderdale Request for Qualifications (RFQ) Event No. 264.

5.2 Anything shown on the drawings and not mentioned in the specifications, shall have the same effect as if shown or mentioned respectively in both. In the event of a conflict among the Contract Documents, the latest, most stringent, and more technical requirement(s), including, but not limited to, issues of quantities or cost of the Work shall control.

Reference to standard specifications, manuals, rules, regulations, ordinances, laws or codes of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, rule, regulation, ordinance, law or code in effect at the time of permit application submittal.

ARTICLE 6  
TERM OF AGREEMENT; TIME FOR PERFORMANCE

- 6.1 CONSULTANT shall perform the basic services described in Exhibit "A" and as further described in Task Orders. The Project Activities and Time Schedule shall be automatically incorporated into this Agreement. Said time periods shall commence from the date of the Notice to Proceed for such services. CONSULTANT shall perform the services identified in Tasks 1-11 within 19 months of the Notice to Proceed. Refer to Exhibit B for the detailed schedule from the CONSULTANT's proposal.
- 6.2 Prior to beginning the performance of any services under this Agreement, CONSULTANT must receive a Notice to Proceed. CONSULTANT must receive written approval from the Contract Administrator prior to beginning the performance of services in any subsequent phases of the Agreement. Prior to granting approval for CONSULTANT to proceed to a subsequent phase, the Contract Administrator may, at his or her sole option, require CONSULTANT to submit itemized deliverables for the Contract Administrator's review.

- 6.3 In the event CONSULTANT is unable to complete the above services because of delays resulting from untimely review by CITY or other governmental authorities having jurisdiction over the Project, and such delays are not the fault of CONSULTANT, or because of delays which were caused by factors outside the control of CONSULTANT, CITY shall grant a reasonable extension of time for completion of the services and shall provide reasonable compensation, if appropriate. It shall be the responsibility of the CONSULTANT to notify CITY promptly in writing whenever a delay in approval by a governmental agency is anticipated or experienced, and to inform CITY of all facts and details related to the delay.
- 6.4 In the event Contractor fails to substantially complete the Project on or before the substantial completion date specified in the project schedule with CITY or if Contractor is granted an extension of time beyond said substantial completion date, and CONSULTANT's services are extended beyond the substantial completion date, through no fault of CONSULTANT, CONSULTANT shall be compensated in accordance with Article 7 for all services rendered by CONSULTANT beyond the substantial completion date.
- 6.5 The term of this Agreement shall be limited to the time duration required to complete the basic services of the aforementioned Project and any additional project related for additional services.

ARTICLE 7  
COMPENSATION AND METHOD OF PAYMENT

7.1 AMOUNT AND METHOD OF COMPENSATION

7.1.1 Not-To-Exceed Amount Compensation

CITY agrees to pay CONSULTANT as compensation for the performance of all services as related to Exhibit "A" required under the terms of this Agreement up to a Not-to-Exceed Amount of **One Million Two Hundred Twelve Thousand Five Hundred Fifteen Dollars and Seventy-Eight Cents (\$1,212,515.78)**. It is agreed that the method of compensation is that of "Not-to-Exceed Amount" which means that CONSULTANT shall perform all services set forth in Exhibit "A" for total compensation in the amount of or less than that stated above. Compensation to be in accordance with the Cost Schedule and hourly billing rate schedule shown in Exhibit "B."

Except as required and provided for by the Florida Local Government Prompt Payment Act, CITY shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Consultant waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

A not-to-exceed proposal shall be accompanied by the CONSULTANT's



estimate. The estimate shall detail the direct labor costs by categories of employees, work hours, and hourly rate; overhead; direct non-salary expenses and profit.

## 7.2 METHOD OF BILLING

### 7.2.1 Not-To-Exceed Amount Compensation

CONSULTANT shall submit billings, which are identified by the specific Project number and title in a timely manner for all salary costs attributable to the Project. These billings shall identify the nature of the Work performed for each phase, subtask, deliverable and item identified in the Exhibit "A" Scope of Services, the total hours of Work performed and the employee category of the individuals performing same. The statement shall show a summary of salary costs with accrual of the total and credits for portions paid previously. Subconsultant fees must be documented by copies of invoices or receipts, which describe the nature of the expenses and contain a project number, title, or other identifier, which clearly indicates the expense, as identifiable to the Project. It shall be deemed unacceptable for CONSULTANT to modify the invoice or receipt by adding the project number, title or other identifier. Internal expenses must be documented by appropriate CONSULTANT's cost accounting forms with a summary of charges by category. When requested, CONSULTANT shall provide backup for past and current invoices that records hours and salary costs by employee category and subconsultant fees on a task basis, so that total hours and costs by task may be determined.

## 7.3 REIMBURSABLES

7.3.1 Direct non-salary expenses, entitled Reimbursables, directly attributable to the Project will be charged at actual cost. Reimbursable expenses are in addition to the compensation for basic services and include actual expenditures made by the CONSULTANT and the CONSULTANT's employees directly attributable to the Project and will be charged at actual cost, without reference to the professional service fees above. CITY shall not withhold retainage from payments for Reimbursable Expenses. CONSULTANT shall be compensated for Reimbursables associated with this agreement only up to the Not-to-Exceed Amount of **Eight Thousand Eight Hundred Twenty-Five Dollars and Zero Cents (\$8,825.00)**. Any reimbursable or portion thereof which, when added to the Reimbursables related to this Agreement previously billed, exceeds the amount allocated above for this Agreement shall be the responsibility of the CONSULTANT unless otherwise agreed to in writing by the Contract Administrator. Travel and subsistence expenses for the CONSULTANT, his staff and subconsultants and communication expenses, long distance telephone, courier and express mail between CONSULTANT's and subconsultants' various offices are not reimbursable under this Agreement. Reimbursables shall include only the following listed expenses unless authorized in writing

by the Contract Administrator:

- A. Cost of reproduction, postage and handling of drawings and specifications which are required to deliver services set forth in this Agreement, excluding reproductions for the office use of the CONSULTANT. Reimbursable printing and photocopying expenses shall include only those prints or photocopies of original documents which are (i) exchanged among CONSULTANT, CITY and other third parties retained or employed by any of them or (ii) submitted to CITY for review, approval or further distribution. Documents, which are reproduced for CONSULTANT's internal drafts, reviews, or other purposes, are not eligible for reimbursement.
- B. Identifiable testing costs and special inspections approved by Contract Administrator.
- C. All permit fees paid to regulatory agencies for approvals directly attributable to the Project. These permit fees do not include those permits required for the construction Contractor.
- D. Overnight Delivery/Courier Charges (when CITY requires/requests this service).

7.3.2 Reimbursable subconsultant expenses are limited to the items described above when the subconsultant agreement provides for reimbursable expenses. A detailed statement of expenses must accompany any request for reimbursement. Travel to and from the Project site or within the Tri-County Area will not be reimbursed.

7.3.3 It is acknowledged and agreed to by CONSULTANT that the dollar limitation set forth in this section is a limitation upon and describes the maximum extent of CITY's obligation to reimburse CONSULTANT for direct, non-salary expenses, but does not constitute a limitation, of any sort, upon CONSULTANT's obligation to incur such expenses in the performance of services hereunder. If CITY or Contract Administrator requests CONSULTANT to incur expenses not contemplated in the amount for Reimbursables, CONSULTANT shall notify Contract Administrator in writing before incurring such expenses. Any such expenses shall be reviewed and approved by CITY prior to incurring such expenses.

#### 7.4 METHOD OF PAYMENT

7.4.1 CITY shall pay CONSULTANT in accordance with the Florida Prompt Payment Act. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by Contract Administrator.

7.4.2 CITY will review CONSULTANT's invoices and, if inaccuracies or errors are

discovered in said invoice, CITY will inform CONSULTANT within ten (10) working days by mail and/or by email of such inaccuracies or errors and request that revised copies of all such documents be re-submitted by CONSULTANT to CITY.

- 7.4.3 To protect against payment fraud, CONSULTANT shall comply with any additional requests made by City staff or authentication required by the CITY to verify consultant's identity, banking information, address, and any other pertinent information, prior to the issuance of each payment.
- 7.4.4 Payments are scheduled to be made by CITY to CONSULTANT using a credit card/CITY Procurement Card (P-Card).

The City shall make payment to the CONSULTANT through utilization of the City's Purchasing Card (P-Card) Program. The City has implemented a P-Card Program utilizing the MASTERCARD and VISA networks. Purchases from this contract will be made utilizing the City's P-Card. CONSULTANT will receive payment from the purchasing card in the same manner as other credit card purchases. Accordingly, CONSULTANT must presently have the ability to accept these credit cards or take whatever steps necessary to implement the ability before the start of the contract term, or contract award by the City. All costs associated with the CONSULTANT's participation in this purchasing program shall be borne by the CONSULTANT. The City reserves the right to revise this program as necessary.

Payment Card Industry (PCI) Compliance:

CONSULTANT agrees to comply with all applicable state, federal and international laws, as well as industry best practices, governing the collection, access, use, disclosure, safeguarding and destruction of Protected Information.

CONSULTANT and/or any subcontractor that handles credit card data must be, and remain, PCI compliant under the current standards and will provide documentation confirming compliance upon request by the City of Fort Lauderdale. Failure to produce documentation could result in termination of the contract.

- 7.4.5 Payment will be made to CONSULTANT at:

Chen Moore and Associates, Inc.  
Peter M. Moore, President  
500 West Cypress Creek Road, Suite 630  
Fort Lauderdale, Florida 33309  
Telephone: (954) 947-1758  
Email: [pmoore@chenmoore.com](mailto:pmoore@chenmoore.com)

ARTICLE 8  
AMENDMENTS AND CHANGES IN SCOPE OF SERVICES

- 8.1 No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written Amendment prepared with the same formality as this Agreement and executed by the CITY and CONSULTANT and approved by the City Commission or City Manager in accordance with the City's Code of Ordinances and applicable City resolutions.
- 8.2 CITY or CONSULTANT may request changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement. Such changes must be contained in a written amendment, executed by the Parties hereto, with the same formality and of equal dignity herewith, prior to any deviation from the terms of the Agreement including the initiation of any additional services. CITY shall compensate CONSULTANT for such additional services as provided in accordance with the terms of the Agreement.
- 8.3 In the event a dispute between the Contract Administrator and CONSULTANT arises over whether requested services constitute additional services, and such dispute cannot be resolved by the Contract Administrator and CONSULTANT, such dispute shall be submitted to the City Manager or his/her designee and CONSULTANT's representative for resolution. Prior to any litigation being commenced, for any disputes which remain unresolved, within sixty (60) days after final completion of the Work, the Parties shall participate in mediation to address all unresolved disputes to a mediator agreed upon by the Parties. Should any objection not be resolved in mediation, the Parties retain all their legal rights and remedies provided under the laws of Florida. Failure by a Party to comply in strict accordance with the requirements of this section, then said Party specifically waives all of its rights provided hereunder, including its rights and remedies under the laws of Florida.
- 8.3.1 All technical administrative disputes (such as billing and payment) shall be determined by the Contract Administrator.
- 8.3.2 During the pendency of any dispute arising under this Agreement, other than termination herein, CONSULTANT shall carry on the Work. The Work shall not be delayed or postponed pending resolution of any disputes or disagreements.

ARTICLE 9  
CONSULTANT'S RESPONSIBILITIES

- 9.1 The CONSULTANT, following the CITY's approval of the Construction Documents and of the Final Statement of Probable Construction Costs, shall, when so directed and authorized by the CITY, assist the CITY in estimating construction costs, reviewing proposals, and assist in awarding contracts for construction. If requested, CONSULTANT shall review and analyze the proposals received by the

CITY and shall make a recommendation for any award based on the City of Fort Lauderdale Procurement Ordinance.

9.2 Estimates, opinions of probable construction or implementation costs, financial evaluations, feasibility studies or economic analyses prepared by CONSULTANT will represent its best judgment based on its experience and available information. The CITY recognizes that CONSULTANT has no control over costs of labor, materials, equipment or services furnished by others or over market conditions or CONSULTANT's methods of determining prices, and that any evaluation of a facility to be constructed or work to be performed is speculative. Accordingly, CONSULTANT does not guarantee that proposals, bids or actual costs will not vary from opinions, evaluations or studies submitted by CONSULTANT.

9.3 Should the low or lowest responsive, responsible proposal exceed the Final Statement of Probable Construction Costs by ten percent (10%) or more, CONSULTANT shall, at the CITY's direction, redesign each Project and/or work with the CITY to reduce the costs to within the Final Statement of Probable Construction Costs at no additional expense to the CITY. In such a circumstance, the CITY may at its sole discretion, exercise any one or more of the following options:

- CONSULTANT shall be required to amend at the sole cost and expense of CONSULTANT, the Construction Drawings, Technical Specifications and Supplemental Conditions to enable the project to conform to a maximum of ten percent (10%) above the Estimated Construction Costs of the Project, such amendments to be subject to the written final acceptance and approval of same by the CITY;
- CONSULTANT shall be required to provide at the cost and expense of CONSULTANT re-bidding services and related items (including costs associated with regulatory review and approval of revised documents) as many times as requested by the CITY until the base bid of at least one "best value" bid falls within the factor of ten percent (10%) of the Estimated Construction Cost of the Project;
- The CITY may approve an increase in the Estimated Construction Cost of the Project;
- The CITY may reject all bids or proposals and may authorize re-bidding;
- The CITY may if permitted, approve a renegotiation of the Project within a reasonable time;
- The CITY may abandon the Project and terminate CONSULTANT's work authorization and Services for the Project; or
- The CITY may select as many deductive alternatives as may be necessary to bring the award within ten percent (10%) of the Estimated Construction

## Costs of the Project.

It is expressly understood and agreed that the redesigning services required to keep the Project within ten percent (10%) of the Estimated Construction Cost shall not be considered additional services and CONSULTANT agrees that it shall not seek compensation from the CITY for such Services.

- 9.4 The CONSULTANT may be asked to attend all pre-bid/proposal conferences.
- 9.5 The CONSULTANT shall recommend any addenda, through the Contract Administrator, as appropriate to clarify, correct, or change proposal/bid documents.
- 9.6 The CITY shall make decisions on claims regarding interpretation of the Construction Documents, and on other matters relating to the execution and progress of the work after receiving a recommendation from CONSULTANT. CONSULTANT may also assist in approving progress payments to the Contractor based on each Project Schedule of Values and the percentage of Work completed.
- 9.7 The CITY shall maintain a record of all Change Orders which shall be categorized according to the various types, causes, etc. that it may be determined are useful or necessary for its purpose. Among those shall be Change Orders identified as architectural/engineering Errors or Omissions.
  - 9.7.1 Unless otherwise agreed by both Parties in writing, it is specifically agreed that any change to the Work identified as an Error on the part of CONSULTANT shall be considered for purposes of this Agreement to be an additional cost to the CITY which would not be incurred without the Error. Errors on the part of the CONSULTANT shall be rectified by the CONSULTANT with no additional cost to the CITY.
  - 9.7.2 Unless otherwise agreed by both Parties in writing, it is further specifically agreed for purposes of this Agreement that fifteen percent (15%) of the cost of Change Orders for any item categorized as an Omission shall be considered an additional cost to the CITY which would not be incurred without the Omission. So long as the total of those two numbers (Change Order costs of Errors plus fifteen percent (15%) of Omissions) remains less than two percent (2%) of the total Construction Cost of the Project, the CITY shall not look to CONSULTANT for reimbursement for Errors and Omissions.
  - 9.7.3 Should the sum of the two as defined above (cost of Errors plus fifteen percent (15%) of the cost of Omissions) exceed two percent (2%) of the Construction Cost, the CITY shall recover the full and total additional cost to the CITY as a result of CONSULTANT's Errors and Omissions from CONSULTANT, that being defined as the cost of Errors plus fifteen percent (15%) of the cost of Omissions above two percent (2%) of the Construction Cost.

- 9.7.4 To obtain such recovery, the CITY shall deduct from CONSULTANT's fee a sufficient amount to recover all such additional cost to the CITY.
- 9.7.5 In executing this Agreement, CONSULTANT acknowledges acceptance of these calculations and to the CITY's right to recover same as stated above. The recovery of additional costs to the CITY under this paragraph shall not limit or preclude recovery for other separate and/or additional damages which the CITY may otherwise incur.
- 9.7.6 The City's decision as to whether a Change Order is caused by an Error or caused by an Omission, taking into consideration industry standards, shall be final and binding on both Parties for amounts in the aggregate under \$100,000 per project, subject to Section 9.3. In the event of a dispute in an amount over \$100,000, the Parties agree to use their best efforts to settle such dispute. To this effect, they shall consult and negotiate with each other, in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties. If they do not reach such solution within a period of sixty (60) days, then upon notice to the other, either Party may commence litigation to resolve the dispute in Broward County, Florida.

#### ARTICLE 10 CITY'S RESPONSIBILITIES

- 10.1 CITY shall assist CONSULTANT by placing at CONSULTANT's disposal, all information CITY has available pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- 10.2 CITY shall arrange for access to, and make all provisions for, CONSULTANT to enter upon public and private property as required for CONSULTANT to perform its services.
- 10.3 CITY shall review the itemized deliverables/documents identified per Exhibit A.
- 10.4 CITY shall give prompt written notice to CONSULTANT whenever CITY observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's services or any defect in the the CONSULTANT's Work.

#### ARTICLE 11 MISCELLANEOUS

##### 11.1 OWNERSHIP OF DOCUMENTS

All documents including, but not limited to, drawings, renderings, models, and specifications prepared or furnished by CONSULTANT, its dependent professional associates and consultants, pursuant to this Agreement shall be owned by the CITY.

Drawings, specifications, designs, models, photographs, reports, surveys and other data prepared in connection with this Agreement are and shall remain the property of the CITY whether the Project for which they are made is executed or not, and are subject to reuse by the CITY in accordance with Section 287.055(10), Florida Statutes (2024), as may be amended or revised. They are not intended or represented to be suitable for reuse by the CITY or others on extensions of this Project or on any other project without appropriate verification or adaptation. Any reuse, except for the specific purpose intended hereunder, will be at the CITY's sole risk and without liability or legal exposure to CONSULTANT or its subconsultants. This does not, however, relieve CONSULTANT of liability or legal exposure for errors, omissions, or negligent acts made on the part of CONSULTANT in connection with the proper use of documents prepared under this Agreement. Any such verification or adaptation may entitle CONSULTANT to further compensation at rates to be agreed upon by the CITY and CONSULTANT. This shall not limit the CITY's reuse of preliminary or developmental plans or ideas incorporated therein, should the Project be suspended or terminated prior to completion.

## 11.2 TERMINATION

11.2.1 Termination for Cause. It is expressly understood and agreed that the CITY may terminate this Agreement at any time for cause in the event that the CONSULTANT (1) violates any provisions of this Agreement or performs same in bad faith or (2) unreasonably delays the performance of the services or does not perform the services in a timely and satisfactory manner upon written notice to the CONSULTANT. Notice of termination shall be provided in accordance with Section 11.27. In the case of termination by the CITY for cause, the CONSULTANT shall be first granted a 10-working day cure period after receipt of written notice from the CITY. In the event that the Agreement is terminated, the CONSULTANT shall be entitled to be compensated for the services rendered and accepted by the CITY from the date of execution of the Agreement up to the time of termination. Such compensation shall be based on the fee as set forth above, wherever possible. For those portions of services rendered to which the applicable fee cannot be applied, payment shall be based upon the appropriate rates for the actual time spent on the Project. In the event that the CONSULTANT abandons this Agreement or through violation of any of the terms and conditions of this Agreement, causes it to be terminated, CONSULTANT shall indemnify the CITY against any and all loss pertaining to this termination.

All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by CONSULTANT shall become the property of CITY and shall be delivered by CONSULTANT to the CITY within five (5) days of CITY's request. Upon payment of such sum by CITY to CONSULTANT, CITY shall have no further duties or obligations pursuant to or arising from this Agreement.



This Agreement may also be terminated by CITY upon such notice as CITY deems appropriate in the event CITY or Contract Administrator determines that termination is necessary to protect the public health, safety, or welfare.

Notice of termination shall be provided in accordance with Section 11.27, NOTICES, except that Contract Administrator may provide a prior verbal stop work order if the Contract Administrator deems a stop work order of this Agreement in whole or in part is necessary to protect the public's health, safety, or welfare. A verbal stop work order shall be promptly confirmed in writing as set forth in Section 11.27, NOTICES.

11.2.2 Termination for Convenience. In the event this Agreement is terminated for convenience, CONSULTANT shall be paid for any services performed and accepted by the CITY to the date the Agreement is terminated. Compensation shall be withheld until all documents specified in Section 11.3 of this Agreement are provided to the CITY. Upon being notified of CITY's election to terminate, CONSULTANT shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. Under no circumstances shall CITY make payment for services which have not been performed.

11.2.3 Termination by CONSULTANT. CONSULTANT shall have the right to terminate this Agreement upon substantial breach by the CITY of its obligation under this Agreement as to unreasonable delay in payment or non-payment of undisputed amounts. CONSULTANT shall have no right to terminate this Agreement for convenience of the CONSULTANT.

### 11.3 AUDIT RIGHT AND RETENTION OF RECORDS

CITY shall have the right to audit the books, records, and accounts of CONSULTANT that are related to this Project. CONSULTANT shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project.

CONSULTANT shall preserve and make available, at reasonable times and upon prior written notice for examination and audit by CITY all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to CONSULTANT's records, CONSULTANT shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONSULTANT. Any incomplete or incorrect entry

in such books, records, and accounts shall be a basis for CITY's disallowance and recovery of any payment upon such entry.

#### 11.4 NON-DISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT

CONSULTANT shall not unlawfully discriminate against any person in its operations and activities in its use or expenditure of the funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by CITY, including Titles I and II of the ADA (regarding nondiscrimination or the basis of disability), and all applicable regulations, guidelines, and standards.

CONSULTANT's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for service delivery.

CONSULTANT shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability. In addition, CONSULTANT shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

CONSULTANT shall take affirmative action to ensure that applicants are employed, and employees are treated without regard to race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability during employment. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

#### 11.5 MINORITY PARTICIPATION

Historically, the CITY has been able to achieve participation levels of approximately twelve percent (12%) by MBE/WBE firms in CITY projects, and in the purchase of goods and services. The CONSULTANT shall make a good faith effort to help the CITY maintain and encourage Disadvantaged Business Enterprise (DBE)/Women-Owned Business Enterprise (WBE) participation levels consistent with such

historical levels and market conditions. The CONSULTANT may be required to document all such efforts and supply the CITY with this documentation at the end of the Project, or in cases where projects are longer than one year, each CITY fiscal year.

#### 11.6 PUBLIC ENTITY CRIMES ACT

In accordance with the Public Crimes Act, Section 287.133, Florida Statutes (2024), as may be amended or revised, a person or affiliate who is a contractor, consultant or other provider, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the CITY, may not submit a bid on a contract with the CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to the CITY, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under an Agreement with the CITY, and may not transact any business with the City in excess of the threshold amount provided in Section 287.017, Florida Statutes (2024), as may be amended or revised, for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section by CONSULTANT shall result in cancellation of the CITY purchase and may result in CONSULTANT debarment.

#### 11.7 SUBCONSULTANTS

11.7.1 CONSULTANT may subcontract certain items of work to subconsultant. The Parties expressly agree that the CONSULTANT shall submit pertinent information regarding the proposed subconsultant, including subconsultant's scope of work and fees, for review and approval by the CITY prior to subconsultants proceeding with any Work.

11.7.2 CONSULTANT shall utilize the subconsultants identified in the proposal that were a material part of the selection of CONSULTANT to provide the services for this Project. CONSULTANT shall obtain written approval of the Contract Administrator prior to changing or modifying the list of subconsultants submitted by CONSULTANT.

The list of subconsultants submitted is as follows:

- Ardurra Group, Inc.
- Inframap Corp.
- Pan Geo Consultants, LLC
- Stoner & Associates, Inc.

#### 11.8 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered without the prior written consent of the CITY, and CONSULTANT shall not subcontract any portion of the work required by this Agreement except as

authorized pursuant to Section 11.7.

CONSULTANT represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Services and to provide and perform such services to CITY's satisfaction for the agreed compensation.

CONSULTANT shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of CONSULTANT's performance and all interim and final product(s) provided to or on behalf of CITY shall meet or exceed all professional standards of the State of Florida.

## 11.9 INDEMNIFICATION OF CITY

11.9.1 The Consultant shall indemnify and hold harmless the City, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the design professional in the performance of the contract. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

11.9.2 To the extent considered necessary by the Contract Administrator and CITY, any sums due the CONSULTANT under this Agreement may be retained by CITY until all of the CITY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by CITY.

11.9.3 The Indemnification provided above shall obligate CONSULTANT to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at CITY's option, any and all claims of liability and all suits and actions of every name and description covered by Section 11.9.1 above that may be brought against CITY whether performed by CONSULTANT, or persons employed or utilized by CONSULTANT.

## 11.10 LIMITATION OF CITY'S LIABILITY

The CITY desires to enter into this Agreement only if in so doing the CITY can place a limit on the CITY's liability for any cause of action arising out of this Agreement, so that the CITY's liability for any breach never exceeds the sum of \$1,000.00. For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the CONSULTANT expresses its willingness to

enter into this Agreement with the knowledge that the CONSULTANT's recovery from the CITY to any action or claim arising from the Agreement is limited to a maximum amount of \$1,000.00 less the amount of all funds actually paid by the CITY to the CONSULTANT pursuant to this Agreement. Accordingly, and notwithstanding any other term or condition of this Agreement that may suggest otherwise, the CONSULTANT agrees that the CITY shall not be liable to the CONSULTANT for damages in an amount in excess of \$1,000.00, which amount shall be reduced by the amount actually paid by the CITY to the CONSULTANT pursuant to this Agreement, for any action or claim arising out of this Agreement.

Nothing contained in this paragraph or elsewhere in this Agreement is in any manner intended either to be a waiver of the limitation placed upon the CITY's liability as set forth in Section 768.28, Florida Statutes (2024), as may be amended or revised, or to extend the CITY's liability beyond the limits established in said Section 768.28 (2024), and no claim or award against the CITY shall include attorney's fees, investigative costs, extended damages, expert fees, suit costs or pre-judgment interest. Notwithstanding the foregoing, the Parties agree and understand that the provisions of this Article 11.10 do not apply to monies owed, if any, for services rendered to CONSULTANT by the CITY under the provisions of this Agreement.

#### 11.11 INSURANCE

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, CONSULTANT, at its sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of CONSULTANT. CONSULTANT shall provide the City a certificate of insurance evidencing such coverage.

CONSULTANT's insurance coverage shall be primary insurance for all applicable policies, in respect to the CITY's interests. The limits of coverage under each policy maintained by CONSULTANT shall not be interpreted as limiting CONSULTANT's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the CITY's Risk Manager.

The coverages, limits, and/or endorsements required herein protect the interests of the CITY, and these coverages, limits, and/or endorsements shall in no way be relied upon by CONSULTANT for assessing the extent or determining appropriate types and limits of coverage to protect CONSULTANT against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the CITY's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONSULTANT under this Agreement.

The following insurance policies and coverages are required:

### Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

The CITY, a Florida municipality, its officials, employees, and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of Consultant CONSULTANT. The coverage shall contain no special limitation on the scope of protection afforded to the CITY, its officials, employees, and volunteers.

### Professional Liability

Coverage must be afforded for Wrongful Acts in an amount not less than \$2,000,000 each claim and \$2,000,000 aggregate.

CONSULTANT must keep the professional liability insurance in force until the third anniversary of expiration or early termination of this Agreement or the third anniversary of acceptance of work by the CITY, whichever is longer, which obligation shall survive expiration or early termination of this Agreement.

### Business Automobile Liability

Proof of coverage must be provided for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than the State of Florida required minimums unless a different amount is required by CITY Ordinance(s).

If CONSULTANT does not own vehicles, CONSULTANT shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

### Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the CITY must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the CITY's Risk Manager, if they are in accordance with Florida Statutes.

CONSULTANT waives, and CONSULTANT shall ensure that CONSULTANT's

insurance carrier waives, all subrogation rights against the CITY, its officials, employees, and volunteers for all losses or damages. The CITY requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

CONSULTANT must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore and Harbor Workers' Compensation Act and the Jones Act, if applicable.

#### Insurance Certificate Requirements

- a. CONSULTANT shall provide the CITY with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.
- b. CONSULTANT shall provide to the CITY a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of CONSULTANT to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term or any surviving obligation of CONSULTANT following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, CONSULTANT shall provide the CITY with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The CITY reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The CITY shall be covered as an Additional Insured on all liability policies, with the exception of Workers' Compensation and Professional Liability.
- g. The CITY shall be granted a Waiver of Subrogation on CONSULTANT's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

#### The Certificate Holder should read as follows:

CITY of Fort Lauderdale  
401 SE 21<sup>st</sup> Street  
Fort Lauderdale, FL 33316

CONSULTANT has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the application of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the

CITY as an Additional Insured shall be at CONSULTANT's expense.

If CONSULTANT's primary insurance policy/policies do not meet the minimum requirements as set forth in this Agreement, CONSULTANT may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

CONSULTANT's insurance coverage shall be primary insurance in respect to the CITY's interests, a Florida municipality, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the CITY shall be non-contributory.

Any exclusion or provision in any insurance policy maintained by CONSULTANT that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the CITY, or until this Agreement is terminated, whichever is later. Any lapse in coverage may be considered breach of contract. In addition, CONSULTANT must provide to the CITY confirmation of coverage renewal via an updated certificate of insurance should any policies expire prior to the expiration of this Agreement. The CITY reserves the right to review, at any time, coverage forms and limits of CONSULTANT's insurance policies.

CONSULTANT shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement to CONSULTANT's insurance company or companies and the CITY's Risk Management office as soon as practical.

It is CONSULTANT's responsibility to ensure that any and all of CONSULTANT's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of CONSULTANT. The CITY reserves the right to adjust insurance limits from time to time at its discretion with notice to CONSULTANT.

**NOTE: CITY PROJECT NUMBER, PROJECT NAME AND BID NUMBER MUST APPEAR ON EACH CERTIFICATE, AND THE CITY OF FORT LAUDERDALE MUST BE NAMED ON THE CERTIFICATE AS AN "ADDITIONAL INSURED" ON REQUIRED LIABILITY POLICIES.**

#### **11.12 REPRESENTATIVE OF CITY AND CONSULTANT**

11.12.1 The Parties recognize that questions in the day-to-day conduct of the Project will arise. The Contract Administrator, upon CONSULTANT's request, shall advise CONSULTANT in writing of one (1) or more CITY employees to whom all communications pertaining to the day-to-day conduct of the Project shall be addressed.



11.12.2 CONSULTANT shall inform the Contract Administrator in writing of CONSULTANT's representative to whom matters involving the conduct of the Project shall be addressed.

#### 11.13 ALL PRIOR AGREEMENTS SUPERSEDED

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein; and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

#### 11.14 CONSULTANT'S STAFF

CONSULTANT will provide the key staff identified in its proposal for the Project as long as said key staff are in CONSULTANT's employment.

CONSULTANT will obtain prior written approval of Contract Administrator to change key staff. CONSULTANT shall provide Contract Administrator with such information as necessary to determine the suitability of any proposed new key staff. Contract Administrator will be reasonable in evaluating key staff qualifications.

If Contract Administrator desires to request removal of any of CONSULTANT's staff, Contract Administrator shall first meet with CONSULTANT and provide reasonable justification for said removal.

#### 11.15 INDEPENDENT CONTRACTOR

CONSULTANT is an independent contractor under this Agreement. Services provided by CONSULTANT shall be subject to the supervision of CONSULTANT. In providing the services, CONSULTANT or its agents shall not be acting and shall not be deemed as acting as officers, employees, or agents of the CITY. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of CONSULTANT. The Parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

#### 11.16 THIRD PARTY BENEFICIARIES

Neither CONSULTANT nor CITY intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

#### 11.17 CONFLICTS

Neither CONSULTANT nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONSULTANT's loyal and conscientious exercise of judgment related to its performance under this Agreement.

CONSULTANT agrees that none of its officers or employees shall, during the term of this Agreement, serve as expert witness against CITY in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process, nor shall such persons give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of CITY or in connection with any such pending or threatened legal or administrative proceeding. The limitations of this Section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding.

In the event CONSULTANT is permitted to utilize subconsultants to perform any services required by this Agreement, CONSULTANT agrees to prohibit such subconsultants, by written agreement, from having any conflicts as within the meaning of this Section.

#### 11.18 CONTINGENCY FEE

CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, the CITY shall have the right to terminate this Agreement without liability at its discretion, or to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

#### 11.19 WAIVER OF BREACH AND MATERIALITY

Failure by CITY to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. CITY and CONSULTANT agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

#### 11.20 COMPLIANCE WITH LAWS

CONSULTANT shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement.

11.21 SEVERANCE

In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or CONSULTANT elects to terminate this Agreement. The election to terminate this Agreement based upon this provision shall be made within seven (7) days after the findings by the court become final.

11.22 JOINT PREPARATION

Preparation of this Agreement has been a joint effort of CITY and CONSULTANT and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than any other.

11.23 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1-11 of this Agreement shall prevail and be given effect.

11.24 APPLICABLE LAW AND VENUE AND WAIVER OF JURY TRIAL

The Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claims arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS EITHER PARTY MIGHT HAVE TO A TRIAL BY JURY OF ANY ISSUES RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

#### 11.25 SOLICITATION AND EXHIBITS

The solicitation, CONSULTANT's response to the solicitation and each Exhibit referred to in this Agreement form an essential part of this Agreement. The Exhibits, if not physically attached, should be treated as part of this Agreement, and are incorporated herein by reference.

#### 11.26 ONE ORIGINAL AGREEMENT

This Agreement shall be executed in one (1) signed Agreement, treated as an original.

#### 11.27 NOTICES

Whenever either Party desires to give notice unto the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, or a recognized overnight or express delivery service provider, addressed to the Party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving of notice, to-wit:

CITY: Alan Dodd, P.E.  
Director  
Public Works Department  
City of Fort Lauderdale  
101 NE 3<sup>rd</sup> Avenue, Suite 2100  
Fort Lauderdale, Florida 33301  
Telephone: (954) 828-5806  
E-mail: [adodd@fortlauderdale.gov](mailto:adodd@fortlauderdale.gov)

With a copy to: City Manager  
City of Fort Lauderdale  
101 Northeast 3<sup>rd</sup> Avenue, Suite 2100  
Fort Lauderdale, Florida 33301  
Telephone: (954) 828-5364

City Attorney  
City of Fort Lauderdale  
1 East Broward Boulevard, Suite 1320  
Fort Lauderdale, Florida 33301

CONSULTANT: Peter M. Moore  
President  
Chen Moore and Associates, Inc.  
500 West Cypress Creek Road, Suite 630  
Fort Lauderdale, Florida 33309

Telephone: (954) 947-1758  
Email: [pmoore@chenmoore.com](mailto:pmoore@chenmoore.com)

#### 11.28 ATTORNEY FEES

If CITY or CONSULTANT incurs any expense in enforcing the terms of this Agreement through litigation, the prevailing party in that litigation shall be reimbursed for all such costs and expenses, including but not limited to court costs, and reasonable attorney fees incurred during litigation.

#### 11.29 PERMITS, LICENSES AND TAXES

CONSULTANT shall, at its own expense, obtain all necessary permits and licenses, pay all applicable fees, and pay all applicable sales, consumer, use and other taxes required to comply with local ordinances, state and federal law. CONSULTANT is responsible for reviewing the pertinent state statutes regarding state taxes and for complying with all requirements therein. Any change in tax laws after the execution of this Agreement will be subject to further negotiation and CONSULTANT shall be responsible for complying with all state tax requirements.

#### 11.30 ENVIRONMENTAL, HEALTH AND SAFETY

CONSULTANT shall maintain a safe working environment during performance of the work. CONSULTANT shall comply, and shall secure compliance by its employees, agents, and subconsultants, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of CONSULTANT. CONSULTANT shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the Work. CONSULTANT agrees to utilize protective devices as required by applicable laws, regulations, and any industry or CONSULTANT's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

#### 11.31 STANDARD OF CARE

CONSULTANT represents that it is qualified to perform the work, that CONSULTANT and its subconsultants possess current, valid state and/or local licenses to perform the Work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified consultants under similar circumstances.

#### 11.32 TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by CONSULTANT shall act as the execution of a Truth-in-Negotiation Certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current

at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums, by which the CITY determines that contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments must be made within one (1) year following the end of the Agreement.

### 11.33 EVALUATION

The CITY maintains the right to periodically review the performance of the CONSULTANT. This review will take into account the timely execution of Task Orders, the quality of the work performed, the cost to the CITY and the good faith efforts made by the CONSULTANT to maintain DBE participation in CITY projects, when applicable. Any deficiencies in performance will be described in writing and an opportunity afforded, where practicable, for the CONSULTANT to address and/or remedy such deficiencies.

### 11.34 STATUTORY COMPLIANCE

CONSULTANT shall prepare all documents and other materials for the Project in accordance with all applicable rules, laws, ordinances and governmental regulations of the State of Florida, Broward County, the City of Fort Lauderdale, Florida, and all governmental agencies having jurisdiction over the services to be provided by CONSULTANT under this Agreement or over any aspect or phase of the Project.

### 11.35 SCRUTINIZED COMPANIES

Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), affirmed, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the “Cuba Amendment,” the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes (2024), as may be amended or revised, and that it does not have business operations in Cuba or Syria, as provided in Section 287.135, Florida Statutes (2024), as may be amended or revised. The Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2024), as may be amended or revised, and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City’s option if the Contractor is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2024), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List, or been placed on a list created pursuant to Section 215.473, Florida Statutes (2024), as may be amended or revised, relating to scrutinized active business operations in Iran, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2024), as may be amended or revised, or is engaged in a boycott of

Israel, or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2024), as may be amended or revised.

By submitting a bid or response, the company, principals, or owners certify that it is not listed on the Scrutinized Companies with Activities in Sudan List or listed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Cuba or Syria.

#### 11.36 PUBLIC RECORDS

**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (2024), TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 1 EAST BROWARD BOULVEVARD, SUITE 444, FORT LAUDERDALE, FLORIDA, 33301, PHONE: 954-828-5002, EMAIL: [PRRCONTRACT@FORTLAUDERDALE.GOV](mailto:PRRCONTRACT@FORTLAUDERDALE.GOV).**

CONSULTANT shall:

1. Keep and maintain public records required by the CITY in order to perform the service.
2. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2024), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this Agreement if CONSULTANT does not transfer the records to the CITY.
4. Upon completion of the Agreement, transfer, at no cost to the CITY, all public records in possession of CONSULTANT or keep and maintain public records required by the CITY to perform the service. If CONSULTANT transfers all public records to the CITY upon completion of this Agreement, CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONSULTANT keeps and maintains public records upon completion of this Agreement, CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the City.

#### 11.37 INTELLECTUAL PROPERTY

CONSULTANT shall indemnify, hold harmless, protect and defend at CONSULTANT'S sole expense, counsel being subject to the CITY'S approval, the CITY, its employees, officers, elected officials, appointed officials, agents, and volunteers from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the CONSULTANT'S or the CITY'S use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. If the CONSULTANT uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

#### 11.38 RIGHTS IN DOCUMENTS AND WORK

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY; and CONSULTANT disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by CONSULTANT, whether finished or unfinished, shall become the property of CITY and shall be delivered by CONSULTANT to the CITY'S Contract Administrator within seven (7) days of termination of this Agreement by either Party. Any compensation due to CONSULTANT shall be withheld until CONSULTANT delivers all documents to the CITY as provided herein.

#### 11.39 REPRESENTATION OF AUTHORITY

Each individual executing this Agreement on behalf of a Party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such Party and does so with full legal authority.

#### 11.40 NON-DISCRIMINATION

The CONSULTANT shall not, in any of its activities, including employment, discriminate against any individual on the basis of race, color, national origin, age, disability, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, marital status or any other protected classification as defined by applicable law.

1. The CONSULTANT certifies and represents that it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, as may



- be amended or revised, (“Section 2-187”).
2. The failure of the CONSULTANT to comply with Section 2-187 shall be deemed to be a material breach of the Agreement, entitling the CITY to pursue any remedy stated below or any remedy provided under applicable law.
  3. The CITY may terminate this Agreement if the CONSULTANT fails to comply with Section 2-187.
  4. The CITY may retain all monies due or to become due until the CONSULTANT complies with Section 2-187.
  5. The CONSULTANT may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in Section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

#### 11.41 E-VERIFY

As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2024), as may be amended or revised, the CONSULTANT and its subconsultants shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

1. The CONSULTANT shall require each of its subconsultants, if any, to provide the CONSULTANT with an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an unauthorized alien. The CONSULTANT shall maintain a copy of the subconsultant’s affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.
2. The CITY, the CONSULTANT, or any subconsultant who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statutes (2024), as may be amended or revised, shall terminate the Agreement with the person or entity.
3. The CITY, upon good faith belief that a subconsultant knowingly violated the provisions of Section 448.095(5), Florida Statutes (2024), as may be amended or revised, but that the CONSULTANT otherwise complied with Section 448.095(5), Florida Statutes (2024), as may be amended or revised, shall promptly notify CONSULTANT and order the CONSULTANT to immediately terminate the contract with the subconsultant, and the CONSULTANT shall comply with such order.
4. An Agreement terminated under Sections 448.095(5)(c)1. or 2., Florida Statutes (2024), as may be amended or revised, is not a breach of contract

and may not be considered as such. If the CITY terminates this Agreement under Section 448.095(5)(c), Florida Statutes (2024), as may be amended or revised, the CONSULTANT may not be awarded a public contract for at least one year after the date on which the Agreement was terminated. The CONSULTANT is liable for any additional costs incurred by the CITY as a result of termination of this Agreement.

5. CONSULTANT shall include in each of its subcontracts, if any, the requirements set forth in this Section, including this subparagraph, requiring any and all subconsultants, as defined in Section 448.095(1)(e), Florida Statutes (2024), as may be amended or revised, to include all of the requirements of this Section in its subcontracts. CONSULTANT shall be responsible for compliance by any and all subconsultants, as defined in Section 448.095(1)(e), Florida Statutes (2024), as may be amended or revised, with the requirements of Section 448.095, Florida Statutes (2024), as may be amended or revised.

#### 11.42 ANTI-HUMAN TRAFFICKING

As a condition precedent to the effectiveness of this Agreement, the CONSULTANT shall provide the City with an affidavit signed by an officer or representative of the CONSULTANT under penalty of perjury attesting that the CONSULTANT does not use coercion for labor or services as defined in Section 787.06, Florida Statutes (2024), as may be amended or revised.

#### 11.43 FOREIGN COUNTRIES OF CONCERN

As a condition precedent to the effectiveness of this Agreement, the Contractor shall provide the City with an affidavit signed by an officer or representative of the Contractor under penalty of perjury attesting that the Contractor does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, Florida Statutes (2024), as may be amended or revised.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

**CITY**

**CITY OF FORT LAUDERDALE**, a Florida  
municipal corporation

By: \_\_\_\_\_  
SUSAN GRANT  
Acting City Manager

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
DAVID R. SOLOMAN  
City Clerk

Approved as to Legal Form and Correctness:  
D'Wayne M. Spence, Interim City Attorney

By: \_\_\_\_\_  
RHONDA MONTOYA HASAN  
Senior Assistant City Attorney

**CONSULTANT**

WITNESSES:

**CHEN MOORE AND ASSOCIATES, INC.**, a  
Florida corporation

\_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Peter M. Moore  
President

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

ATTEST:

\_\_\_\_\_  
Print Name

By: \_\_\_\_\_  
Secretary

(CORPORATE

SEAL)

STATE OF \_\_\_\_\_:

COUNTY OF \_\_\_\_\_:

The foregoing instrument was acknowledged before me by means of  physical presence  
or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2025, by **Peter M. Moore**,  
as **President**, for **Chen Moore and Associates, Inc.**, a Florida corporation.

\_\_\_\_\_  
(Signature of Notary Public - State of Florida)

\_\_\_\_\_  
(Print, Type, or Stamp Commissioned  
Name of Notary Public)

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_  
Type of Identification Produced: \_\_\_\_\_

**EXHIBIT A**  
**SCOPE OF SERVICES**

November 6, 2024

SENT VIA E-MAIL ([dfisher@fortlauderdale.gov](mailto:dfisher@fortlauderdale.gov))

Daniel Fisher, P.E.  
Senior Project Manager  
Public Works  
City of Fort Lauderdale  
100 North Andrews Avenue  
Fort Lauderdale, FL 33301

Re: Event 264 – Design Services for Pump Station A-5

Dear Mr. Fisher,

Chen Moore and Associates (CMA) is pleased to submit a Scope of Services to provide professional engineering services for the design of Pumping Station A-5 as described in RFQ Event 264.

Parties to this Agreement are:

- Chen Moore and Associates (CONSULTANT)
- City of Fort Lauderdale (CITY)

## I. **BACKGROUND**

Pump Station A-7 (PS A-7) is experiencing increasingly high pressures due to wet weather infiltration into the City of Fort Lauderdale gravity sewer system. In addition, sewer flows continue to increase due to new residential development within the CITY's downtown area. The higher pressures and additional flows have caused PS A-7 to exceed its intended design capacity. The CITY has determined that that a new Pump Station is required (Pump Station A-5) to divert some of the flow from Pump Station A-7.

Capital Improvement Project (CIP) 12899 is for the construction of a new sanitary sewer Pump Station A-5 (PS A-5) to split the existing PS A-7 sewage basin into two (2) separate basins. The existing pump station is rated for 4,375 gallons per minute (GPM) at 136 feet of total dynamic head, it is anticipated PS A-5 will be of similar size and capacity. CONSULTANT shall analyze the existing PS A-7 gravity basin and determine a location to split the system and divert approximately half of the flow to PS A-5. The flow will be diverted to a new pump station located approximately 300 feet on NE 3<sup>rd</sup> Street. The pump station will be located inside the 300 & 330 North Andrews residential development currently under design. CONSULTANT will perform a capacity analysis of the new PS A-5 basin for the existing flows and future flows (ultimately build out) to size the pump station.

## II. **SCOPE OF SERVICES**

CONSULTANT will prepare detailed construction documents inclusive of all structural, civil, mechanical, electrical and instrumentation equipment required for a complete pump station, sewer forcemain and associated gravity sewer piping to meet CITY standards. All pumps, piping and equipment shall meet current conditions and consider any future development. CONSULTANT will

assist the CITY during the procurement process by attending pre-bid meetings, responding to technical questions, reviewing bids and other related work. CONSULTANT shall also assist the CITY during construction of the project.

CONSULTANT shall comply with the City's Unified Land Development Code & Department of Sustainable Development permitting process, National Electric Code, National Fire Protection Association, Florida Department of Environmental Protection, Florida Department of Transportation (FDOT), South Florida Water Management District (SFWMD), Broward County Environmental Protection and Growth Management Department (EPGMD), Broward County Highway Construction and Engineering Division (HCED) and any other permitting agency having jurisdiction.

### **Task #1 – Preliminary Investigation**

- CONSULTANT shall gather and review available utility information from Sunshine 811 Design Tickets to identify known utilities within the project limits.
- CONSULTANT shall gather existing plans and as-builts from the CITY, right-of-way owners, and pertinent jurisdictional agencies to establish the location of existing infrastructure and determine potential conflicts within the project limits.
- CONSULTANT shall compile and incorporate the collected information into a GIS database to be used as a basis for conceptual design for the project.
- Preliminary investigation also includes all necessary site visits to determine potential challenges.

**Deliverables:** The following deliverables shall be provided under this Task:

1. Electronic copy of compiled existing information

### **Task #2 – Geotechnical Investigation**

- CONSULTANT shall employ the services of a licensed geotechnical engineer in the State of Florida to perform the following geotechnical services necessary to prepare the construction documents. Services will be as follows:
  - a. CONSULTANT will perform five (5) Standard Penetration Test (SPT) borings to a depth of 50 feet, two (2) Standard Penetration Test (SPT) borings to a depth of 30 feet and two (2) Standard Penetration Test (SPT) borings to a depth of 40 feet, all in general accordance with ASTM D- 1586 specifications. At the completion of the on-site work, the soil samples will be taken to a laboratory. CONSULTANT will provide an engineering report including a description of our findings for support of the proposed construction. In order to provide information concerning the engineering properties of the soils encountered, it is anticipated that tests may be performed to determine natural water content, organic content, and sieve analysis on representative soil samples collected from the field. The engineering report will include graphic logs of the test borings and a test boring location plan. It is assumed the site is accessible to truck mounted drilling equipment and that underground utilities will be cleared by others prior to our performing the on-site work.

**Deliverables:** The following deliverables shall be provided under this Task:

1. Signed electronic copy of the Geotechnical Report

### Task #3 – Topographic Survey

The anticipated forcemain route is approximately 8,376 linear feet. However, approximately 3,900 linear feet of the forcemain route will be surveyed under a separate CITY contract (P12831 Pump Station A-7 Redundant Forcemain) . For purposes of this task order, the survey will include a route of approximately 4,476 linear feet which is the balance of the P12831 project route.

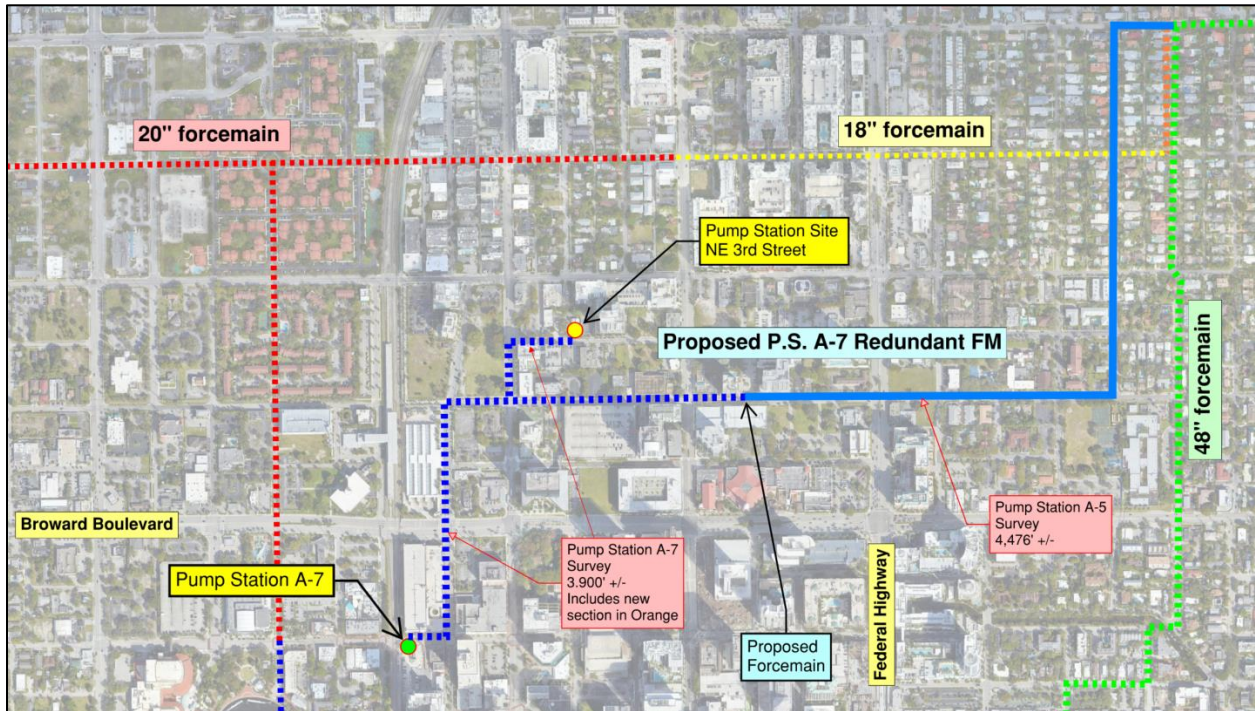


Figure 1: Proposed 8,376 LF of FM is shown in blue. Approximately 4,476 LF will be surveyed under this task order

- CONSULTANT shall employ the services of a licensed surveyor in the State of Florida to perform the following services necessary to prepare the construction documents:
  - a. Establish horizontal and vertical control points to support the survey efforts.
  - b. Vertical control (elevations) will be based on North American Vertical Datum of 1988 (NAVD).
  - c. Horizontal control will be based on the Florida State Plane Coordinates System, East Zone, North American Datum of 83/90.
  - d. The survey shall extend to the right-of-way line.
  - e. Obtain elevations at locations no more than 50 feet apart and at high and low spots.
  - f. Locate aboveground features within the survey limits according to the following schedule: pavement, driveways, back of curbs, paved swales, sidewalks, walls, fences, power and light poles, anchors, handrails, storm manholes, catch basins, wire pull boxes, signs, cabinets, risers, curbs, valve boxes, sanitary sewer manholes, vaults and valves, roadway striping, driveway types, edges and corners, slabs, trees, meter boxes, control panels, fire hydrants, and valves, and overhead utilities.
  - g. Utility locations will be based on surface evidence of underground utilities such as valves, fire hydrants, catch basins and manholes. Include the location of water features beyond right-of-way lines.



- h. Measure the rim and invert elevation of storm sewer and sanitary sewer structures that are accessible. Determine pipe types, size, and flow direction, when possible. Structures located within active roadways will be as-built at the field crew's discretion, based on safety considerations.
- i. Locate trees 3" diameter at breast height (DBH) or larger. Denote diameter and common tree name only. Prepare a Tree Table which lists each tree species by common name, survey point number, and trunk diameter.
- j. Exotic and invasive (nuisance) trees will not be located. Ornamental plants, shrubs, ground cover will not be located.
- k. Locate pavement markings.
- l. Tie in any subdivision corners, lot corners and plat corners which can be located along the right-of-way lines. Calculate and depict easements and right-of-way lines on the survey based on plats of record and F.D.O.T. right-of-way maps. Right-of-way and property lines are for informational purposes only.
- m. Easements will be based on information obtained from record plats.
- n. Prepare an AutoCAD drawing file using City of Fort Lauderdale CAD drafting standards.

**Deliverables:** The following deliverables shall be provided under this Task:

- 1. One (1) signed electronic copy of the Topographic Survey

#### **Task #4 – Subsurface Utility Exploration**

CONSULTANT shall provide Subsurface Utility Exploration (SUE) services as follows:

- Utility Designating and Survey
  - a. Utility Designating and Survey – Utility designating and survey will be performed to provide horizontal locations of utilities at the intersection of Broward Boulevard, NW 1<sup>st</sup> Avenue, and NW 3<sup>rd</sup> Street as shown below. Utility designation is not intended to be for the full right of way width. Utility designation will be provided for one half of the right of way to be determined during design.



*Figure 2: Proposed Utility Designation (Utility Targeting Area)*

- b. Electronic Sweep/Targeting - An electronic sweep of the project site will be conducted. This sweep will verify the location of utilities that were identified during record review and to search for utilities that were not identified during records review. The electronic sweep will be conducted utilizing active and passive type utility detection equipment that detects induced or naturally occurring energy fields present on conductive utilities.
  - c. Field Drawings/Notes - Designators will draft field sheets that show the location, trend, and configuration of utilities detected. Field sheets will be prepared to differentiate utility systems and will show underground utility surface features and lines. Designated utilities will be annotated with size and material from utility record information, as applicable.
  - d. Survey- A survey crew will survey utility line targeting and utility surface features. Survey of designated utilities will be performed by utilizing applicable State Plane Coordinate System or client provided established survey control.
  - e. CAD - The survey data will be processed into an existing utility file in AutoCAD format in accordance with applicable CAD standards.
  - f. Quality Assurance / Quality Control Review – The existing utility file will be compared to record drawings, field sketches and notes. The intent of this task is to ensure existing utilities are depicted thoroughly and accurately.
- Air Vacuum Excavation Test Holes
    - a. Air vacuum excavation test holes will be performed at locations to be determined during design. This proposal includes 33 test holes.
    - b. Test Holes shall provide all measures necessary to perform the work safely and to cause no damage to the utility structure. The Test Hole will be of the minimum size required to expose the utility of interest and record the following information:
      - i. Depth below grade (cover).
      - ii. Utility material, shape, and overall condition.
      - iii. Approximate diameter of pipes, cables, conduits, and the configuration of multiple conduit systems.
      - iv. The general directional trend of the utility.
      - v. Thickness, type, and condition of paving material.
      - vi. General soil conditions.

**Deliverables:** The following deliverables shall be provided under this Task:

1. Electronic copies of field notes and findings.
2. Testhole information will also be incorporated into the design plans

### **Task 5 – Siting & Route Analysis Technical Memorandum**

#### **Site Evaluation**

- CONSULTANT shall evaluate the layout of the proposed pump station site.
- The selected site for the new pump station is within the new 300 & 330 North Andres Avenue residential development. The evaluation will assess the requirements for the pump station including access and operation of CITY maintenance trucks , site air circulation, odor control requirements, ease of pump station operation & maintenance (O&M), and estimated construction cost. The site analysis will take into consideration local ordinances to define

building setbacks and/or buffer requirements and determine the footprint available for the new pump station at each location.

- This task includes a pre-application meeting with Development Services Department (DSD) staff for site planning purposes, meetings with the site developer and CITY.

### **Forcemain and Gravity Sewer Route Analysis**

- CONSULTANT shall evaluate multiple forcemain routes from each of the two (2) sites to the proposed connection points. The potential connections include the 20-inch forcemain to the north on NW 5<sup>th</sup> Street, the 30-inch forcemain on NW 9<sup>th</sup> Avenue and the 48-inch redundant forcemain along NW 11<sup>th</sup> Avenue. CONSULTANT will evaluate constructability, access, and provide a cost comparison for each route. The gravity sewer installation and connection to the existing system will also be evaluated as part of the routing analysis.
- As part of the analysis, CONSULTANT will coordinate closely with CITY operations staff and perform site visits, as necessary.

### **Hydraulic Modeling**

- Hydraulic modeling will be based on the recommended forcemain route provided to the CITY.
- CONSULTANT will perform a hydraulic modeling analysis to determine a preliminary pump station and force main sizing for the project. This information will be based on the existing gravity and forcemain modeling data, as well as the projected flow demand for the basin, to be provided by the CITY. The hydraulic modeling will provide maximum and minimum flows as well as peak and minimum pressures at the point of connection and pump station discharge. Current flows in the new A-5 basin will be estimated based on Broward County Guidelines and CITY ERC's.

### **Preliminary Pump Selection and Process Mechanical Equipment Dimensioning**

- Based on the results of the hydraulic model (maximum & minimum flows and peak & minimum pressures), CONSULTANT will proceed to determine the appropriate pumping capacity for the proposed pump station and conduct the preliminary selection of the pumping equipment.
- Field measurements for verification/monitoring of flows and pressures are excluded. CONSULTANT will perform the analysis based on the results of the hydraulic modeling and any SCADA data provided by the CITY.
- Identify the operating envelope for pre-selected pumps. CONSULTANT shall coordinate with the CITY, as required, to develop the range of operating scenarios to be evaluated and required flow/pressure points to evaluate the performance of the pre-selected pump.
- Preliminary selection and sizing of odor control systems as per CITY standards and equipment preferences.

### **Preliminary Selection and Dimensioning of Electrical and I&C Components**

- Determine the load capacity of the on-site emergency engine generator based on dimensional requirements for the pumps, electrical equipment panels, and other electromechanical equipment associated with the pump station.
- Identify environmental requirements for the installation of the new generator.
- Perform preliminary sizing of electrical panels and associated equipment to evaluate required footprint and layout alternatives.
- Evaluate flood protection alternatives for electrical equipment as required by the project's DFE as defined by FEMA, state and local statutes.

- Define the requirements and layout for a flow meter at the discharge forcemain within the pump station site.

### **Preliminary Dimensioning of Structural Components**

- Define preliminary sizing, capacity and footprint of the main structural components of the pump station, in compliance with current building codes and local ordinances. Structural components include wet well, valve vault, meter vault, access hatches, generator pad, electrical equipment pad and hoisting equipment requirements.
- Evaluate flood protection alternatives as required by the project's DFE as defined by FEMA, state and local statutes. This will be used to define the top of slab (TOS) elevation of the structural components listed above.

### **Technical Memorandum**

- CONSULTANT will develop a Technical Memorandum to include the results of the site evaluation, route analysis, and hydraulic modeling. The following recommendations and information will be provided:
  - a. Hydraulic modeling results
  - b. Preliminary equipment sizing and selection for the pump station
  - c. Recommendations for optimal Pump Station site
  - d. Pump Station layout options
  - e. Recommendations for forcemain route
  - f. Cost comparison of the options

### **Task 6 - 30% Construction Documents (Schematic)**

- CONSULTANT shall develop 30% Construction Documents for the pump station and proposed piping system. The 30% design submission shall include the following:
  - a. Conceptual layout of the pump station
  - b. Pump Station site features
  - c. Preliminary pump station sizing
  - d. Gravity sewer pipe layout, structures, preliminary sizes and proposed materials
  - e. Forcemain layout, preliminary sizes and proposed materials
  - f. Existing conditions plan
  - g. Opinion of probable construction cost
- The CITY shall provide comments to the CONSULTANT within 14 days of receiving the submittal.
- CONSULTANT shall attend coordination meetings with the CITY to address review comments. CONSULTANT shall prepare the agenda, record and submit meeting minutes.

**Deliverables:** The following deliverables shall be provided under this Task:

1. One (1) electronic copy of the 30% plans.
2. One (1) electronic copy of the Opinion of probable construction cost.

## **Task 7 - 60% Construction Documents**

### **Construction Documents**

- CONSULTANT shall incorporate the review comments from the 30% design submission in the 60% design submission. This task shall include, at a minimum, the following:
  - a. Existing Conditions Plan
  - b. Pump Station Plans
    - i. Mechanical – Notes & Legend, Mechanical Plan, Sections, Details and Pump Data
    - ii. Structural – Notes & Legend, Structural Plan, Sections, Details, Foundations for Electrical Slab, Generator and Odor Control System, Hoist System
    - iii. Electrical – Notes & Legend, Electrical Plan, Power/Control (MPE) and Wiring Schedule, Electrical Control Panel and Typical Details, RTU Installation Wiring Diagrams, Panel Schedule.
    - iv. I&C – Notes & Legend, P&ID, Network Diagram, and Details
  - c. Plan view of the forcemain and connections
  - d. Gravity sewer route
  - e. Preliminary profile view of the proposed pipeline routes
  - f. Preliminary utility crossing information
  - g. Technical specifications
  - h. Revised opinion of probable construction cost

### **Preliminary Engineering Report**

- CONSULTANT shall prepare a Preliminary Engineering Report (PER) to satisfy the requirements of the permitting agencies. The PER shall contain the following information:
  - a. Introduction
  - b. Project Location
  - c. Project Background
  - d. Design Criteria
  - e. Scope of Work
  - f. Exhibits

**Deliverables:** The following deliverables shall be provided under this Task:

1. One (1) electronic copy of the 60% plans
2. One (1) electronic copy of the revised opinion of probable construction cost
3. One (1) electronic copy of the technical specifications
4. One (1) electronic copy of design calculations
5. One (1) electronic copy of the Preliminary Engineering Report

## **Task 8 - 90% Construction Documents**

### **Construction Documents**

- CONSULTANT shall incorporate the review comments from the 60% design submission in the 90% design submission. This task shall include, at a minimum, the following:
  - a. Existing Conditions Plan
  - b. Pump Station Plans
    - i. Mechanical – Notes & Legend, Mechanical Plan, Sections, Details and Pump Data

- ii. Structural – Notes & Legend, Structural Plan, Sections, Details, Foundations for Electrical Slab, Generator and Odor Control System
- iii. Electrical – Notes & Legend, Electrical Plan, Power/Control (MPE) and Wiring Schedule, Electrical Control Panel and Typical Details, RTU Installation Wiring Diagrams, Panel Schedule.
- iv. I&C – Notes & Legend, P&ID, Network Diagram, and Details
- c. Plan view of the forcemain and gravity sewer routes
- d. Profile view of the proposed pipeline routes including data crossing tables, utility information and testholes
- e. Detailed design information including valves, structures, conflict elevations, separation of utilities, etc.
- f. Stormwater pollution prevention plan
- g. Contaminated sites plan
- h. Specialty details (structures, shoring, access, cross sections)
- i. Roadway and driveway restoration plans
- j. Signing & Marking Plans (required for FDOT and County rights-of-way)
- k. Technical specifications
- l. Revised opinion of probable construction cost

### **Final Engineering Report**

- CONSULTANT shall update the PER to prepare the Final Engineering Report (FER) to satisfy the requirements of the regulatory agencies. The FER will contain the following information:
  - a. Introduction
  - b. Project Location
  - c. Project Background
  - d. Design Criteria
  - e. Scope of Work
  - f. Exhibits

**Deliverables:** The following deliverables shall be provided under this Task:

1. One (1) electronic copy of the 90% plans
2. One (1) electronic copy of the revised opinion of probable construction cost
3. One (1) electronic copy of the revised technical specifications
4. One (1) electronic copy of design calculations
5. One (1) electronic copy of the Final Engineering Report

### **Task 9 - Permitting**

- The CONSULTANT shall obtain all required permits from the CITY, regulatory agencies, and authorities having jurisdiction, for this project.
- The CONSULTANT shall respond to all permit comments from the CITY, regulatory agencies, or authorities having jurisdiction.
- The CONSULTANT shall attend permit meetings with CITY, regulatory agencies, and authorities having jurisdiction, record and prepare meeting minutes, and provide documentation to the CITY.

- The CONSULTANT is responsible for determining which permits are required and which agencies are applicable to the project. Anticipated approvals for this project are as follows:
  - a. Broward County Resilient Environment Department (BCRED) – Domestic wastewater approval
  - b. Broward County Highway Construction and Engineering Division (BCHCED) – Work within County right-of-way.
  - c. Broward County Traffic Engineering Division (BCTED) – Signing and marking
  - d. Florida Department of Transportation (FDOT) – Work within FDOT right-of-way
  - e. City of Fort Lauderdale Building Department
- Construction Water Use and dewatering permitting is not included. It is assumed the contractor will obtain all construction-related dewatering approvals.

**Deliverables:** The following deliverables shall be provided under this Task:

1. Permit approvals from jurisdictional agencies

#### **Task 10 –Development Services Department Approval**

- CONSULTANT shall assemble the Site Plan package with all required back information and submit it to DSD for review and approval.
- Review is expected for electrical, mechanical and flood compliance review.
- Proposal includes all necessary meetings with staff for approval.
- Reimbursables for DSD review per the CITY’s fee schedule is \$19,822.00. The review fee is included in this proposal under the Reimbursables task.

#### **Task 11 - 100% Construction Documents**

- CONSULTANT shall incorporate the review comments from the 90% design submission and from the regulatory agencies into the 100% construction documents. In addition to all documents provided at the 90% submittal, CONSULTANT shall also incorporate the following:
  - a. Project narrative (to be incorporated in the bid package)
  - b. Bid tabs
  - c. Copies of all permits
- The design drawings shall be submitted in 11” x 17” plan sheets and PDF format.
- CONSULTANT shall submit the Design Drawings and Specifications, and any other document required for a complete design.

**Deliverables:** The following deliverables shall be provided under this Task:

2. One (1) original set of the 100% design package (11” x 17” plan sheets), together with an electronic copy
3. One (1) original set, signed and sealed of the Final Plans and Specifications 100% design package (24” x 36” plan sheets), together with one (1) electronic copy
4. One (1) copy of the opinion of probable construction cost
5. One (1) copy of all permit approvals

### **Task #12 - Bidding Services**

- CONSULTANT shall assist the CITY in preparing the bid documents by providing the CITY with 100% design plans, permits, and technical specifications.
- CONSULTANT shall attend the pre-bid meeting. The CONSULTANT shall respond to questions from prospective bidders.
- CONSULTANT shall provide supplemental information to prospective bidders as required during the bidding process through the issuance of addenda
- CONSULTANT shall review all bids to determine the most responsible and responsive bidder and provide the CITY with a recommendation for award of the construction contract.

### **Task #13 – Post Design Services**

It is understood that CONSULTANT will provide limited engineering inspections required for the certification of the project. The CITY will have an engineering firm perform full-time inspections under a separate project. It is assumed that the construction period for this project is 12 months. CONSULTANT will provide services as follows:

#### **Pre-construction services**

- Preconstruction meeting attendance - CONSULTANT shall attend a pre-construction meeting with the CITY, the Contractor and the CITY's Construction Manager.
- Shop drawings review – CONSULTANT shall review and respond to each shop drawings within 7 workdays of the submittal by the contractor.

#### **Services During Construction**

- Respond to Requests for Information – CONSULTANT will review and respond to Requests For Information (RFI) from the contractor during construction operations. CONSULTANT shall prepare documentation required to clarify questions from the contractor.
- Limited Construction Inspections - CONSULTANT shall perform inspections throughout the construction duration to conduct on-site observation/verification of construction. Inspection services provided by CONSULTANT verify general compliance with the plans and specifications for certification of the project. A total of 35 inspections are anticipated. Inspections will include the following:
  - a. Pressure testing
  - b. Flushing
  - c. Limited observation of pipe fusing
  - d. Occasional pipe installation inspections
  - e. Sewer lamping
  - f. Exfiltration testing
  - g. Connections to existing lines
  - h. Start-up testing
  - i. Generator testing
  - j. Cast in place concrete work
  - k. Flow meter testing and calibration
  - l. Compliance with DSD



- CONSULTANT shall prepare inspection reports and submit them to the CITY for review and approval.
- Limited Progress Meetings Attendance – CONSULTANT shall attend progress meetings during construction. A total of 15 meetings are included. The CITY’s Construction Manager will prepare meeting agendas and meeting minutes.
- As-built Review - CONSULTANT shall review as-built data provided by the Contractors Licensed Surveyor. CONSULTANT shall provide comments for Contractor to address and make any corrections necessary.
- Project Certification and Permit Closeout – After final as-builts are completed by the Contractor, CONSULTANT will submit certification packages to the regulatory agencies. CONSULTANT shall address comments provided by the agencies and obtain final certification from the permitting agencies as applicable.

#### **Task #14 – Reimbursable Expenses**

- CONSULTANT shall be reimbursed for project-related expenses such as postage, shipping, deliveries, copies and reproductions necessary for the project. Regulatory agencies review fees are included.

### **III. ASSUMPTIONS AND GENERAL REQUIREMENTS**

- CONSULTANT is responsible for the quality control (QC) of their work and of its subconsultants.
- CONSULTANT shall be responsible for the professional quality, technical accuracy, and coordination of all pre-design services, designs, drawings, specifications, and other services furnished by the CONSULTANT and their subconsultants.
- CONSULTANT shall coordinate with the CITY, regulatory agencies, and any other government entity having an interest or jurisdiction, which may require permits for this project.
- CITY shall provide existing electronic CAD files that are beneficial to the project.
- CITY shall provide access to the project site as applicable.
- If available, copies of all relevant data, including correspondence, as-builts, design plans or reports in CITY’s possession which may be beneficial to the work effort performed by CONSULTANT.
- Structural engineering services are limited to the design of submersible pump station and wetwell with on-site generator, odor control system, flow meter and hoisting system. It is understood that the building structure including walls, columns and ceiling will be designed by the site developer of the 300 & 330 North Andrews Avenue project. Their building structural members shall be able to accommodate the requirements of the pump station.
- Architectural services are not included in this proposal.
- It is assumed the CITY will be responsible for processing all necessary easements.

IV. **FEES**

Services will be provided for the following Not-to-Exceed amounts:

Task	Consultant	Sub Consultant	Total Fee
TASK 1 - PRELIMINARY INVESTIGATION	\$27,984.00	\$0.00	\$27,984.00
TASK 2 - GEOTECHNICAL INVESTIGATION	\$0.00	\$18,045.80	\$18,045.80
TASK 3: TOPOGRAPHIC SURVEY	\$0.00	\$47,525.00	\$47,525.00
TASK 4: SUBSURFACE UTILITY EXPLORATION	\$0.00	\$64,789.98	\$64,789.98
TASK 5: SITING & ROUTING ANALYSIS TECHNICAL MEMORANDUM	\$30,263.00	\$93,660.00	\$123,923.00
TASK 6: 30% CONSTRUCTION DOCUMENTS	\$96,285.00	\$89,270.00	\$185,555.00
TASK 7: 60% CONSTRUCTION DOCUMENTS	\$91,863.00	\$110,712.00	\$202,575.00
TASK 8: 90% CONSTRUCTION DOCUMENTS	\$83,489.00	\$94,552.00	\$178,041.00
TASK 9: PERMITTING	\$51,874.00	\$19,400.00	\$71,274.00
TASK 10: DSD APPROVAL	\$21,965.00	\$6,220.00	\$28,185.00
TASK 11: 100% CONSTRUCTION DOCUMENTS	\$50,292.00	\$41,786.00	\$92,078.00
TASK 12: BIDDING ASSISTANCE	\$18,205.00	\$16,768.00	\$34,973.00
TASK 13: POST DESIGN SERVICES	\$75,062.00	\$33,680.00	\$108,742.00
TASK 14: REIMBURSABLE EXPENSES	\$25,000.00	\$3,825.00	\$28,825.00
<b>TOTAL</b>	<b>\$572,282.00</b>	<b>\$640,233.78</b>	<b>\$1,212,515.78</b>

**Refer to attached Exhibit A for hourly breakdown and subconsultant breakdown**

V. **PROJECT SCHEDULE**

CONSULTANT shall perform the services identified in Tasks 1 through 11 within 19 months of NTP. The schedule for Tasks 12 and 13 will be subject to procurement and construction schedule.

**Refer to attached Exhibit B for detailed schedule.**

Should you have any questions, please do not hesitate to contact me at my office at (954) 730-0707 x 1085, my cell phone at (772) 361-9759 or send me an electronic message at [ddavila@chenmoore.com](mailto:ddavila@chenmoore.com).

Respectfully submitted,



CHEN MOORE AND ASSOCIATES  
 Principal Engineer, Director of Water and Sewer  
 Daniel Davila, P.E.

Exhibit A: Fee Breakdown & Subconsultant Scope  
 Exhibit B: Schedule

**EXHIBIT A**  
**HOURLY BREAKDOWN AND SUBCONSULTANT FEES**

**Exhibit A - Hourly Breakdown**

Event 264 - Pump Station A-5												
<b>TASK 1 - PRELIMINARY INVESTIGATION</b>												
	Intern	Designer	Sr. Designer	Engineer	Associate Engineer	Project Engineer	Project Manager	Sr Engineer	Sr. Project Manager	Principal Engineer	Subconsultant	<b>Sub-Total</b>
	\$60.00	\$105.00	\$145.00	\$110.00	\$125.00	\$147.00	\$180.00	\$200.00	\$235.00	\$265.00		
Research, As-builts, site visit, investigation, compile information, GIS maps, coordination with agencies	10	1	1	2	120	2	2	4	40	4		\$ 27,984.00
												\$ -
TOTAL HOURS	10	1	1	2	120	2	2	4	40	4		
	<b>TOTAL - TASK 1 - PRELIMINARY INVESTIGATION</b>											<b>\$ 27,984.00</b>
<b>TASK 2 - GEOTECHNICAL INVESTIGATION</b>												
	Intern	Designer	Sr. Designer	Engineer	Associate Engineer	Project Engineer	Project Manager	Sr Engineer	Sr. Project Manager	Principal Engineer	Subconsultant	<b>Sub-Total</b>
	\$60.00	\$105.00	\$145.00	\$110.00	\$125.00	\$147.00	\$180.00	\$200.00	\$235.00	\$265.00		
See attached for Subconsultant Breakdown (PanGeo Consultants)											\$18,045.80	\$ 18,045.80
												\$ -
TOTAL HOURS	0	0	0	0	0	0	0	0	0			
	<b>TOTAL - TASK 2 - GEOTECHNICAL INVESTIGATION</b>											<b>\$ 18,045.80</b>
<b>TASK 3: TOPOGRAPHIC SURVEY</b>												
	Intern	Designer	Sr. Designer	Engineer	Associate Engineer	Project Engineer	Project Manager	Sr Engineer	Sr. Project Manager	Principal Engineer	Subconsultant	<b>Sub-Total</b>
	\$60.00	\$105.00	\$145.00	\$110.00	\$125.00	\$147.00	\$180.00	\$200.00	\$235.00	\$265.00		
See attached for Subconsultant Breakdown (Stoner & Associates))											\$47,525.00	\$ 47,525.00
												\$ -
TOTAL HOURS	0	0	0	0	0	0	0	0	0			
	<b>TOTAL - TASK 3: TOPOGRAPHIC SURVEY</b>											<b>\$ 47,525.00</b>
<b>TASK 4: SUBSURFACE UTILITY EXPLORATION</b>												
	Intern	Designer	Sr. Designer	Engineer	Associate Engineer	Project Engineer	Project Manager	Sr Engineer	Sr. Project Manager	Principal Engineer	Subconsultant	<b>Sub-Total</b>
	\$60.00	\$105.00	\$145.00	\$110.00	\$125.00	\$147.00	\$180.00	\$200.00	\$235.00	\$265.00		
See attached for Subconsultant Breakdown (InfraMap)											\$64,789.98	\$ 64,789.98
												\$ -
TOTAL HOURS	0	0	0	0	0	0	0	0	0			
	<b>TOTAL - TASK 4: SUBSURFACE UTILITY EXPLORATION</b>											<b>\$ 64,789.98</b>
<b>TASK 5: SITING &amp; ROUTING ANALYSIS TECHNICAL MEMORANDUM</b>												
	Intern	Designer	Sr. Designer	Engineer	Associate Engineer	Project Engineer	Project Manager	Sr Engineer	Sr. Project Manager	Principal Engineer	Subconsultant	<b>Sub-Total</b>
	\$60.00	\$105.00	\$145.00	\$110.00	\$125.00	\$147.00	\$180.00	\$200.00	\$235.00	\$265.00		
Route Analysis	1	1	1	1	40	1	1	24	4			\$ 11,487.00
Site coordination						8		8	4			\$ 3,716.00
Technical Memorandum						40			20	2		\$ 11,110.00
QC / Administration								8	10			\$ 3,950.00
See attached for Subconsultant Breakdown (Ardurra)											\$93,660.00	\$ 93,660.00
												\$ -
TOTAL HOURS	1	1	1	1	40	49	1	40	38	2		
	<b>TOTAL - TASK 5: SITING &amp; ROUTING ANALYSIS TECHNICAL MEMORANDUM</b>											<b>\$ 123,923.00</b>

<b>TASK 6: 30% CONSTRUCTION DOCUMENTS</b>												
	Intern	Designer	Sr. Designer	Engineer	Associate Engineer	Project Engineer	Project Manager	Sr Engineer	Sr. Project Manager	Principal Engineer	Subconsultant	<i>Sub-Total</i>
	\$60.00	\$105.00	\$145.00	\$110.00	\$125.00	\$147.00	\$180.00	\$200.00	\$235.00	\$265.00		
Plans & Documents	2	280	16	40	2	100	2	20	80			\$ 74,350.00
QC Coordination					2	20		16	32	8		\$ 16,030.00
Management and Administration									24	1		\$ 5,905.00
See attached for Subconsultant Breakdown (Ardurra)											\$89,270.00	\$ 89,270.00
												\$ -
<b>TOTAL HOURS</b>	<b>2</b>	<b>280</b>	<b>16</b>	<b>40</b>	<b>4</b>	<b>120</b>	<b>2</b>	<b>36</b>	<b>136</b>			
	<b>TOTAL - TASK 6: 30% CONSTRUCTION DOCUMENTS</b>										<b>\$ 185,555.00</b>	
<b>TASK 7: 60% CONSTRUCTION DOCUMENTS</b>												
	Intern	Designer	Sr. Construction Specialist	Engineer	Associate Engineer	Project Engineer	Project Manager	Sr Engineer	Sr. Project Manager	Principal Engineer	Subconsultant	<i>Sub-Total</i>
	\$60.00	\$105.00	\$142.00	\$110.00	\$125.00	\$147.00	\$180.00	\$200.00	\$235.00	\$265.00		
Plans & Documents	2	240	8	40	2	160	2		80			\$ 73,786.00
QC Coordination					1	1		16	32	8		\$ 13,112.00
Management and Administration									20	1		\$ 4,965.00
See attached for Subconsultant Breakdown (Ardurra)											\$110,712.00	\$ 110,712.00
												\$ -
<b>TOTAL HOURS</b>	<b>2</b>	<b>240</b>	<b>8</b>	<b>40</b>	<b>3</b>	<b>161</b>	<b>2</b>	<b>16</b>	<b>132</b>			
	<b>TOTAL - TASK 7: 60% CONSTRUCTION DOCUMENTS</b>										<b>\$ 202,575.00</b>	
<b>TASK 8: 90% CONSTRUCTION DOCUMENTS</b>												
	Intern	Designer	Sr. Construction Specialist	Engineer	Associate Engineer	Project Engineer	Project Manager	Sr Engineer	Sr. Project Manager	Principal Engineer	Subconsultant	<i>Sub-Total</i>
	\$60.00	\$105.00	\$142.00	\$110.00	\$125.00	\$147.00	\$180.00	\$200.00	\$235.00	\$265.00		
Plans & Documents	2	240	1	40	2	120	2	16	60			\$ 65,412.00
QC Coordination					1	1		16	32	8		\$ 13,112.00
Management and Administration									20	1		\$ 4,965.00
See attached for Subconsultant Breakdown (Ardurra)											\$94,552.00	\$ 94,552.00
												\$ -
<b>TOTAL HOURS</b>	<b>2</b>	<b>240</b>	<b>1</b>	<b>40</b>	<b>3</b>	<b>121</b>	<b>2</b>	<b>32</b>	<b>112</b>			
	<b>TOTAL - TASK 8: 90% CONSTRUCTION DOCUMENTS</b>										<b>\$ 178,041.00</b>	
<b>TASK 9: PERMITTING</b>												
	Intern	Designer	Sr. Designer	Engineer	Associate Engineer	Project Engineer	Project Manager	Sr Engineer	Sr. Project Manager	Principal Engineer	Subconsultant	<i>Sub-Total</i>
	\$60.00	\$105.00	\$145.00	\$110.00	\$125.00	\$147.00	\$180.00	\$200.00	\$235.00	\$265.00		
Permitting	2	160	2	2	120	2	2	2	60	2		\$ 48,114.00
Management and Administration									16			\$ 3,760.00
See attached for Subconsultant Breakdown (Ardurra)											\$19,400.00	\$ 19,400.00
												\$ -
<b>TOTAL HOURS</b>	<b>2</b>	<b>160</b>	<b>2</b>	<b>2</b>	<b>120</b>	<b>2</b>	<b>2</b>	<b>2</b>	<b>76</b>			
	<b>TOTAL - TASK 9: PERMITTING</b>										<b>\$ 71,274.00</b>	
<b>TASK 10: DSD APPROVAL</b>												
	Intern	Designer	Sr. Designer	Engineer	Associate Engineer	Project Engineer	Project Manager	Sr Engineer	Sr. Project Manager	Principal Engineer	Subconsultant	<i>Sub-Total</i>
	\$60.00	\$105.00	\$145.00	\$110.00	\$125.00	\$147.00	\$180.00	\$200.00	\$235.00	\$265.00		
Submittals / Site Plan / Approvals / Meetings / Landscape Plans / Tree Disposition	1	16	1	1	1	80	1	10	24	1		\$ 21,965.00
See attached for Subconsultant Breakdown (Ardurra)											\$6,220.00	\$ 6,220.00
												\$ -
<b>TOTAL HOURS</b>	<b>1</b>	<b>16</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>80</b>	<b>1</b>	<b>10</b>	<b>24</b>			
	<b>TOTAL - TASK 10: DSD APPROVAL</b>										<b>\$ 28,185.00</b>	

<b>TASK 11: 100% CONSTRUCTION DOCUMENTS</b>												
	Intern	Designer	Sr. Construction Specialist	Engineer	Associate Engineer	Project Engineer	Project Manager	Sr Engineer	Sr. Project Manager	Principal Engineer	Subconsultant	<i>Sub-Total</i>
	\$60.00	\$105.00	\$142.00	\$110.00	\$125.00	\$147.00	\$180.00	\$200.00	\$235.00	\$265.00	\$0.00	
Plans & Documents	1	100	1	1	1	80	1		50			\$ 34,627.00
QC Coordination								20	24	4		\$ 10,700.00
Management and Administration									20	1		\$ 4,965.00
See attached for Subconsultant Breakdown (Ardurra)											\$41,786.00	\$ 41,786.00
TOTAL HOURS	1	100	1	1	1	80	1	20	94			
	<b>TOTAL - TASK 11: 100% CONSTRUCTION DOCUMENTS</b>											<b>\$ 92,078.00</b>
<b>TASK 12: BIDDING ASSISTANCE</b>												
	Intern	Designer	Sr. Designer	Engineer	Associate Engineer	Project Engineer	Project Manager	Sr Engineer	Sr. Project Manager	Principal Engineer	Subconsultant	<i>Sub-Total</i>
	\$60.00	\$105.00	\$145.00	\$110.00	\$125.00	\$147.00	\$180.00	\$200.00	\$235.00	\$265.00		
Bidding Assistance, Meetings and Presentations	1	1	1	1	1	50	1	1	40	2		\$ 18,205.00
See attached for Subconsultant Breakdown (Ardurra)											\$16,768.00	\$ 16,768.00
TOTAL HOURS	1	1	1	1	1	50	1	1	40			
	<b>TOTAL - TASK 12: BIDDING ASSISTANCE</b>											<b>\$ 34,973.00</b>
<b>TASK 13: POST DESIGN SERVICES</b>												
	Intern	Designer	Sr. Construction Specialist	Engineer	Associate Engineer	Project Engineer	Project Manager	Sr Engineer	Sr. Project Manager	Principal Engineer	Subconsultant	<i>Sub-Total</i>
	\$60.00	\$105.00	\$142.00	\$110.00	\$125.00	\$147.00	\$180.00	\$200.00	\$235.00	\$265.00	\$0.00	
Site Visits & reports (Assumed 30 plus 5 visits under Ardurra scope)			120			30			20			\$ 26,150.00
Coordination / meetings	1	1	1	1	1	1	1	1	80	1		\$ 20,112.00
Certification						100			60			\$ 28,800.00
See attached for Subconsultant Breakdown (Ardurra)											\$33,680.00	\$ 33,680.00
												\$ -
TOTAL HOURS	1	1	121	1	1	131	1	1	160			
	<b>TOTAL - TASK 13: POST DESIGN SERVICES</b>											<b>\$ 108,742.00</b>
<b>TASK 14: REIMBURSABLE EXPENSES</b>												
	<i>Chen Moore</i>										<i>Subconsultant</i>	
Permit Fees	\$25,000.00										\$3,825.00	\$28,825.00
	<b>TOTAL FEE</b>											<b>\$ 1,212,515.78</b>

November 4, 2024

Mr. Daniel Davila, P.E.  
Chen Moore and Associates  
500 W. Cypress Creek Road  
Suite 630  
Fort Lauderdale, FL 33309

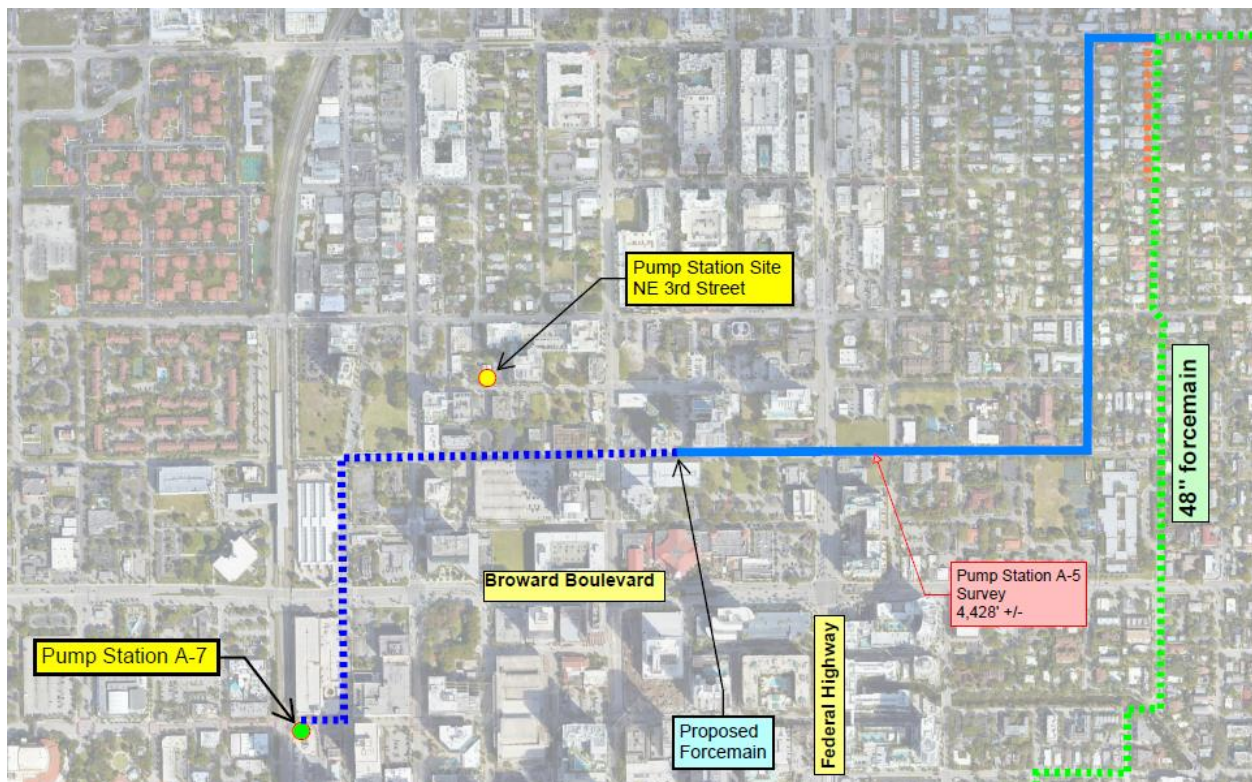
**RE: Proposal for Professional Surveying Services  
Connection to Pump Station A-5 Redundant Forcemain  
City of Fort Lauderdale, FL**

Dear Mr. Davila,

I am pleased to provide you with this proposal for surveying services at the above-referenced site. Based on the information that you provided, I have developed the scope of services shown below.

**Survey Route:**

From the southeast corner of building 313 NE 2<sup>nd</sup> Street, east along NE 2<sup>nd</sup> Street to NE 10<sup>th</sup> Avenue, then north to NE 6<sup>th</sup> Street, then east to NE 11<sup>th</sup> Avenue. See survey route in solid blue color in the sketch below:



**Survey Type:**

Stoner & Associates, Inc. (S&A) will prepare a Topographic Survey meeting the Standards of Practice established by The Board of Professional Surveyors and Mapper within the State of Florida.

**SCOPE OF SERVICES:**

**Topographic Survey:**

- Establish horizontal and vertical control points to support the survey efforts.
- Vertical control (elevations) will be based on North American Vertical Datum of 1988 (NAVD) referenced to the City of Fort Lauderdale benchmark network.
- Horizontal control will be based on the Florida State Plane Coordinates System, East Zone, North American Datum of 83/11 referenced to the Florida Permanent Reference Network (FPRN).
- The survey will extend to the right of way lines.
- Obtain elevations at locations no more than 50 feet apart and at high and low spots.
- Locate aboveground features within the survey limits according to the following schedule: pavement, driveways, back of curbs, paved swales, sidewalks, walls, fences, power and light poles, anchors, handrails, storm manholes, catch basins, wire pull boxes, signs, cabinets, risers, curbs, valve boxes, sanitary sewer manholes, vaults and valves, driveway types, edges and corners, slabs, trees, meter boxes, control panels, fire hydrants, and valves, and overhead utilities.
- Utility locations will be based on surface evidence of underground utilities such as valves, fire hydrants and manholes.
- The investigation for underground utilities will not extend to research at the city, Broward County, or utility companies and no underground exploration will be conducted.
- Measure the rim and invert elevation of storm sewer and sanitary sewer structures that are accessible. Determine pipe types, size, and flow direction, when possible. Structures located within active roadways will be as-built at the field crew's discretion, based on safety considerations. If as-built data for structures located within active roadways is required, then it will be necessary to have Maintenance of Traffic (MOT). MOT fees are not included in this proposal.
- Locate trees 3" in diameter or larger. Denote diameter and common tree name only. Prepare a Tree Table which list each tree species by common name, survey point number, and trunk diameter.
- Exotic and invasive (nuisance) trees will not be located. Ornamental plants, shrubs, ground cover will not be located.
- Locate pavement markings.
- Tie in any subdivision corners, lot corners and plat corners which can be located along the right-of-way lines. Calculate and depict easements and right-of-way lines on the survey based on plats of record and F.D.O.T. right-of-way maps. Right of way and property lines are for informational purposes only.
- Prepare AutoCAD drawing files using City of Fort Lauderdale CAD drafting standards.

Employee Classification	Hours		Hourly		Amount
			Rate		
Principal Land Surveyor	5.00	x	\$160.00	=	\$800.00
Sr. Professional Land Surveyor	80.00	x	\$140.00	=	\$11,200.00
Professional Land Surveyor	0.00	x	\$125.00	=	\$0.00
Field Crew Supervisor	10.00	x	\$80.00	=	\$800.00
Survey/CAD Technician	120.00	x	\$80.00	=	\$9,600.00
Survey Crew (3 Person)	155.00	x	\$160.00	=	\$24,800.00
Administrative	5.00	x	\$65.00	=	\$325.00
<b>Total Lump Sum Fee:</b>					<b>\$47,525.00</b>



**Deliverables:**

The survey drawings will be prepared utilizing AutoCAD. The AutoCAD drawings and a pdf copy of the survey will be delivered digitally via e-mail along with text files with spot elevations. Certified hard copies of the drawings will be provided upon request and will be billed at the rates shown below for copies. Hard copies will be delivered by United States Postal Service Standard Mail. Other delivery methods will be invoiced at our cost for the service, plus 15% of the cost.

<b>Black-Line Prints</b>	<b>Outside Printing</b>
18" x 24" = \$2.50 Per Sheet	Cost + 15%
24" x 36" = \$5.00 Per Sheet	<b>Courier Services</b>
30" x 42" = \$7.50 Per Sheet	Cost + 15%

**The above scope of services and associated fee(s) are based on the following:**

- ALTA/NSPS Land Title Survey Specifications are not included unless specified otherwise in "SCOPE OF SERVICES."
- Matters of zoning, land use, height, density, access, setbacks, will not be shown on the survey drawings unless specified otherwise in "SCOPE OF SERVICES."
- Environmental and soil conditions will not be shown on the survey drawings unless specified otherwise in "SCOPE OF SERVICES."
- Subsurface features will not be located or shown on the survey unless specified otherwise in "SCOPE OF SERVICES."
- S&A will not contact Sunshine 811 to request marking of underground utilities. The following note is per Sunshine 811 website: "Effective February 1, 2023, Sunshine 811 will no longer accept non-emergency tickets with a work start date (due date) less than two full business days from the date the ticket was requested – 10 full business days if the site is underwater". See also <https://www.sunshine811.com/faqs>
- Subsurface utilities remotely located from the surface of the ground, by electronic means are limited in reliability and accuracy. Before the final design of improvements or beginning construction, key alignments, horizontal and vertical locations, pipe sizes and measurements, should be verified by direct excavation and or measurements to verify and ensure the integrity of the data presented in the survey drawings.
- As-built measurements collected in active facilities (storm, sanitary and other structures), are limited in accuracy and reliability. Before the final design of improvements or beginning construction, critical measurements should be verified with the facilities pumped down and cleaned of effluent and derbies to ensure the integrity of the data being presented in the survey drawings. Subsurface features will not be located or shown on the survey unless specified otherwise in "SCOPE OF SERVICES."
- Trees, shrubs, hedges, and other vegetation will not be located or shown on the survey unless specified otherwise in "SCOPE OF SERVICES."
- Coordination with attorneys, title companies, outside consultants is not included and will be hourly at the rates shown below.
- Express delivery fees, copies of public records and printing fees are not included and will be billed at our cost.

**Service, outside of the above scope of services, will be billed on an hourly basis per the rate schedule shown below:**

<b>Employee Classification</b>	<b>Hourly Rate</b>
Principal	\$190.00
Senior Professional Land Surveyor	\$150.00
Project Manager	\$90.00
Survey/CAD Technician	\$85.00
Survey Crew	\$175.00
Administrative	\$80.00

**Standard General Conditions:**

- **Payment of Invoices** – Invoices are due and payable upon receipt. Delinquent accounts more than 30 days from the date of invoice will constitute a breach of this agreement, and all remaining services may be terminated at the option of Stoner & Associates, Inc. (from now on referred to as S&A). Should it become necessary to collect any unpaid invoices through an attorney or legal proceedings, the client agrees to pay all costs of collections, including attorneys' fees.
- **Hours & Rates** - Rates are based on a forty (40) hour week, excluding holidays. Time more than forty (40) hours per week will be invoiced at one and one-half times the rates quoted herein (overtime time-and-a-half).
- **Termination** – The obligation to provide further services under this agreement may be terminated by either party upon seven (7) day' written notice in the event of substantial failure by the other party to perform by the terms hereof through no fault of the terminating party.
- **Client-Furnished Information** – S&A will consider all information supplied by the client as accurate and correct. Extra work or work was done over because of inaccurate or incorrect information supplied by the client will be paid for as additional services.
- **Ownership of Documents** – All documents prepared under this Agreement are instruments of service and are the property of S&A. The use of said documents on other projects or extensions of this project must be approved in writing by S&A.
- **Additional Services** – If authorized by the client, S&A will furnish additional services, which are not considered normal or customary basic services. The cost for additional services provided by S&A personnel will be billed on a time and materials basis. Additional services provided by others (i.e., soil testing, aerial photography, etc.) will be billed directly to the client by the provider.
- **Reimbursable Expenses** – The client will pay S&A for the actual expenses incurred in connection with the project for commercial travel and subsistence, shipping charges (i.e. Federal Express, mail, etc.), courier/delivery charges, printing, and reproduction costs.
- **Controlling Law** – This Agreement will be governed by the laws of the State of Florida and is deemed to have been entered into in Broward County, Florida.
- **Oral Agreements** – No oral agreement guaranty, promise, representation or warranty will be binding.
- **Limitation of Liability** – The client agrees to limit any and all liability or claim for damages, cost of defense, or expenses to be levied against S&A by the client or third parties to a sum not to exceed \$20,000.00 or the amount of our fee, whichever is greater, on account of any design defect, error, omission, or professional negligence.



QUALITY PROFESSIONAL EXPERTISE

June 18, 2024 (Revised 11-4-2024)

Chen Moore & Associates  
500 W Cypress Creek Rd., #630  
Fort Lauderdale, FL 33309

Daniel Davila, P.E.  
E: ddavila@chenmoore.com  
O: 954.730.0707

Re: Fort Lauderdale Pump Station A-5  
Fort Lauderdale, FL  
Subsurface Utility Engineering Services

Dear Mr. Davila:

We have prepared this proposal to perform subsurface utility engineering services including utility targeting and air vacuum excavation test holes for the above referenced project. We have received the following files by email dated June 13, 2024 attached identifying the project locations:

. SUE on Broward Blvd.pdf

Our scope of work shall be performed in accordance with the Procedures, Exclusions and Assumptions identified below and will follow *ASCE 38-22 Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data* including the following:

1. **Utility Designating and Survey** – Utility designating and survey will be performed to provide horizontal locations of utilities within the project limits.
2. **Air Vacuum Excavation Test Holes** – Air vacuum excavation test holes will be performed at the proposed test hole locations. This proposal includes 30 test holes.

### **Utility Designating and Survey**

1. **Electronic Sweep/Targeting** - An electronic sweep of the project site will be conducted. This sweep will verify the location of utilities that were identified during record review and to search for utilities that were not identified during records review. The electronic sweep will be conducted utilizing active and passive type utility detection equipment that detects induced or naturally occurring energy fields present on conductive utilities. Utilities identified will be marked on the ground surface using InfraMap paint and symbols standards.
2. **Field Drawings/Notes** - Designators will draft field sheets that show the location, trend, and configuration of utilities detected. Field sheets will be prepared to differentiate utility systems and will show underground utility surface features and lines. Designated utilities will be annotated with size and material from utility record information, as applicable.
3. **Survey**- A survey crew will survey utility line targeting and utility surface features. Survey of designated utilities will be performed by utilizing applicable State Plane Coordinate System or client provided established survey control.
4. **CAD** - The survey data will be processed into an existing utility file in AutoCAD format in accordance with applicable CAD standards.

5. **Quality Assurance / Quality Control Review** – The existing utility file will be compared to record drawings, field sketches and notes. The intent of this task is to ensure existing utilities are depicted thoroughly and accurately.
6. **Deliverables** - Deliverables will include an existing utility file in AutoCAD (dwg) format.

### **Air Vacuum Excavation Test Holes**

During utility locating by air / vacuum test holes InfraMap will complete the following tasks:

1. **Agency Coordination** – InfraMap will comply with laws and regulations concerning excavation by coordinating with utility inspectors, property owners, "ONE CALL" and others as required.
2. **Anticipated Permits** – InfraMap will prepare and coordinate throughout the permitting process and will bill the associated fees as a direct expense.
3. **Test hole conflict identification and field locate** –If InfraMap has not performed the utility designating prior to the test hole task, and we identify a discrepancy between existing utility location on client provided plans and what is in the field, we will notify the Client prior to any test hole work. We will make recommendations if utilities are not where the records maps indicate, or a utility is discovered that is not shown on any records and is not detectable during the electronic sweep. InfraMap will contact the client and discuss strategies to address the unpredictable field conditions. InfraMap will work with the client in the identification of additional test holes or removal of test holes from future scope of work.
4. **MOT** - Maintenance and Protection of Traffic in local jurisdiction will be provided in accordance with the *Florida Department of Transportation (FDOT) FY 2023-24 Standard Plans*, latest edition or other applicable requirements. If MOT is required (depending on test hole locations), InfraMap will bill the associated fees as a direct expense.
5. **Test hole** – InfraMap will perform the following for the test hole task:
  - a. Excavate a test hole using air/ vacuum excavation. Provide all precautions necessary to perform the work safely and to cause no damage to the utility. The test hole will be of the minimum size required to expose the utility and record the following information:
    - i. Depth below grade (cover).
    - ii. Utility material, shape, and overall condition.
    - iii. Approximate diameter of pipes, cables, conduits, and the configuration of multiple conduit systems.
    - iv. The general directional trend of the utility.
    - v. Thickness, type, and condition of paving material.
    - vi. General soil conditions.
  - b. Install a survey marker (PK or hub and tack) directly over the centerline of pipes or edge of concrete structures or conduit banks at grade. Ribbon of appropriate APWA / ULCC color will be installed in the backfill from utility to grade. Indicate on the test hole form the placement of the marker relative to the utility cross section. Record the location of the marker with a minimum of three swing tie measurements to convenient existing permanent structures on site.
  - c. Backfill test hole with excavated material in 6-inch lifts by air pneumatic tamping. Restore test hole area to the original condition. Repair and restore all pavement cuts to ensure a long-lasting repair utilizing asphalt cold patch.
6. **Survey** - Survey of test hole locations to provide northing, easting and elevations of pin or hub associated with each test hole. Survey will be performed by utilizing applicable State Plane Coordinate System or client provided established survey control.

7. **CAD** - The survey data will be processed into a test hole utility file in AutoCAD (dwg) format with symbols depicting horizontal locations of test holes.
8. **Quality Assurance / Quality Control review** – QA/QC review of the test hole reports will be completed to compare the findings of the test hole to the available utility information. InfraMap will evaluate and resolve any discrepancies.
9. **Deliverables** – Deliverables will include a test hole inventory summary table, individual test hole reports, and updated existing utility file in AutoCAD (dwg) format.

### **Exclusions and Assumptions:**

1. The targeting of subsurface utilities, although highly reliable, is expressly understood to represent an approximate location of the target facility as marked on the ground surface. The accuracy of targeting is subject to certain factors beyond our control such as limitations of available technology and field conditions that may include, but are not limited to depth of utility, electrical conductivity of utility, site conditions and access.
2. Our electronic equipment cannot locate non-conductive pipe systems and or fiber optic line without tracer wire.
3. Concrete Pavement with reinforcement, as well as guide rails and chain link fence, could interfere with our electronic equipment at times to locate utilities.
4. Overhead utilities, irrigation systems, septic drain fields, residential/commercial services, and confined space entry are not included in this scope of work. In addition, gravity structure investigations including storm water and sanitary sewer are not included.
5. At this time, geotechnical borings or subgrade information have not been provided. Large stones, shale, coral, construction debris, or other subsurface conditions including a high groundwater table may limit the ability of our equipment to excavate to the utility and or make it very difficult to visually verify the utility condition and material.
6. In order to provide a cost-effective service that causes minimal disturbance to site amenities and utilities, and is acceptable to permitting agencies, the size of the Test Hole excavation is kept to a minimum. The diameter of most pipes greater than 24" cannot be recovered directly from one test hole and it may be necessary to perform additional holes.
7. This proposal assumes test holes will be repaired consistent with the cold patch specifications above. Depending upon test holes locations and/or local, county and state permit requirements, permanent asphalt patch repairs either using hot mix asphalt, asphalt infrared services or cement subbase, are out of the scope of these services. If required, an out-of-scope proposal or supplemental agreement will be prepared before proceeding further.
8. If a single test hole location is selected at a point where two or more utilities intersect (or trend close together), a single test hole may not be feasible to obtain information for all requested utilities. The utility of higher elevation may be of sufficient size as to prohibit further excavation in the existing test hole. To reach the utility of lower elevation in this instance a separate (additional) test hole will be required.
9. Encased systems and non-encased conduit banks are typically exposed on one edge. This allows the test hole to be excavated down the side of the utility until a discernable bottom edge can be evaluated. Although it is usually possible to determine the bottom edge of these systems, it is not possible to determine conditions under these or other utility systems, such as concrete over pour and other utilities. It is important for the





Our total estimated cost for this project is **\$ 64,789.98**. Our cost is in accordance with the scope of services, exclusions, and assumptions as indicated above and includes mobilization, mileage, performing of field services, office coordination and oversight, QA/QC, and preparation of final deliverables.

If you have any questions or concerns regarding this proposal, please do not hesitate to call at (561) 315-5714 or email [agarcia@inframap.net](mailto:agarcia@inframap.net). We look forward to working with Chen Moore & Associates on this project.

Regards,

A handwritten signature in blue ink that reads "Andres Garcia".

Andres Garcia  
Sr. Project Manager

**CHEN MOORE AND ASSOCIATES  
RFQ Event No. 264**

**Design Services for Pumping Station A-5  
SCOPE OF WORK**

**October 31, 2024**

Prepared for:

**Chen Moore and Associates**  
Peter Moore, PE, F.ASCE, F.ACEC  
President  
500 W. Cypress Creek Road, Suite 600  
Fort Lauderdale, Florida 33309



Prepared by:

**Ardurra Group, Inc**  
1000 NW 57th Court, Suite 800  
Miami, Florida 33126





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## **PROJECT UNDERSTANDING**

Due to the increasing population within the City of Fort Lauderdale (“CITY”), basin A-7 was previously divided into two separate basins. The City plans to further split the existing A-7 sewage basin into two separate basins. Sewage Basin A-7 is served by Pump Station A-7 (PS A-7) and is rated for 4,375 gallons per minute at 136 ft of total dynamic head. It is anticipated that the new Pump Station A-5 (PS A-5) will be of similar size and capacity and utilize submersible pumps. Modifications to the collection system, along with a new submersible pump station and discharge force main are required to collect and transmit the sanitary sewer flow generated within the new Basin A-5. Under RFQ Event No. 264 the CITY has selected Chen-Moore and Associates (“CMA”) to provide professional engineering services for the design of the new pumping station A-5, collection system modifications and discharge force main. As a subconsultant to CMA, Ardurra Group, Inc. (“ARDURRA”) will provide mechanical, electrical, instrumentation & controls, and structural engineering services required for the design of the new PS A-5.

ARDURRA’s services include design for the new pump station mechanical, electrical and structural components such as: pump selection, wet well, valve vault, flow meter, on-site generator, electrical equipment, instrumentation & controls, and odor control system.

## **SCOPE OF SERVICES**

ARDURRA will provide mechanical, electrical, instrumentation & controls and structural engineering services to develop the project’s construction documents for the proposed PS A5.

ARDURRA’s scope of services is summarized as follows, and as further detailed below::

- Siting and Route Analysis Technical Memorandum – including siting analysis for the layout of the pump station and hydraulic modeling for the sizing of the pump station and force main system as well as validation of pressures at the force main point of connection.
- Development of Design Documents – as it pertains to ARDURRA’S disciplines
  - 30% Design Submittal
  - 60% Design Submittal
  - 90% Design Submittal
  - 100% Design Submittal
- Permitting Services – as it pertains to ARDURRA’S disciplines
- Coordination with the Development Services Department – as it pertains to ARDURRA’S disciplines
- Procurement Support Services – as it pertains to ARDURRA’S disciplines
- Engineering Services During Construction – as it pertains to ARDURRA’S disciplines

## **TASK 1 – SITING, ROUTE ANALYSIS TECHNICAL MEMORANDUM AND SITE INVESTIGATION**

### **Siting Analysis**

ARDURRA will assist CMA in the evaluation, sizing and layout of the proposed pump station site. As indicated by the City, the selected site for the pump station will be within the new development at 300 & 330 North Andrews Avenue. The City is currently under negotiation to obtain an easement from the developer for the installation of the new pump station. No other sites will be evaluated under this scope of work.

The evaluation will assess the requirements for the pump station including access & parking needs, site air circulation, odor control requirements, ease of pump station operation & maintenance (O&M), and estimated construction cost. The site analysis will take into consideration local ordinances to define building setbacks and/or buffer requirements and determine the footprint available at the location. ARDURRA will attend one (1) site visit as part the site evaluation effort. In addition, ARDURRA will attend coordination meetings with the site developer and the City during this stage of the project. It is assumed that two (2) coordination meetings will be required.

### **Hydraulic Modeling**

As requested by the CITY, ARDURRA will perform a hydraulic modeling analysis to determine the pump station capacity and force main sizing for the project. This information will be based on the CITY's existing gravity and force main modeling data, as well as the projected flow demand for the basin, to be provided by the CITY. The proposed force main connection options and routing will be defined by CMA and included in the hydraulic model to determine pressures at the point of connection. Current flows in the new A-5 basin will be estimated based on Broward County Guidelines and City ERC's

The hydraulic modeling will provide maximum and minimum flows for the basin as well as peak and minimum pressures at the force point of connection (to be defined by CMA) and at pump station discharge.

### **Preliminary Pump Selection and Process Mechanical Equipment Dimensioning**

ARDURRA will conduct the following activities to provide a preliminary selection the pumps as well as sizing of the main mechanical components for the new PS A-5 :

- Based on the results of the hydraulic model (max & min flows and peak & min pressures), ARDURRA will proceed to determine the appropriate pumping capacity for the proposed pump station and conduct the preliminary selection of the pumping equipment. ARDURRA will not conduct field verification/monitoring of flows or pressures in the system, the analysis will be performed based on the results of the hydraulic modeling and any SCADA data available for the system, to be provided by the CITY.
- Identify the operating envelope for pre-selected pumps. CMA and ARDURRA shall coordinate with the CITY, as required, to develop the range of operating scenarios to be evaluated and required flow/pressure points to evaluate the performance of the pre-selected pump, as well as manufacturer and model preferences.
- Preliminary selection and sizing of odor control systems as per CITY standards and equipment preferences. It is assumed that the site will not be fully enclosed and therefore natural ventilation will be possible. If the evaluation determines the need from HVAC equipment, this will require a revision of the design efforts scope and fee.

### **Preliminary Selection and Dimensioning of Electrical and I&C Components**

ARDURRA will conduct the following activities to provide a preliminary selection and sizing of the main electrical and I&C components for the new PS A-5:

- Determine the load capacity of the on-site emergency engine generator based on dimensional requirements for the pumps, electrical equipment panels, and other electromechanical equipment associated with the pump station.
- Identify environmental requirements for the installation of the new generator
- Perform preliminary sizing of electrical panels and associated equipment to evaluate required footprint and layout alternatives
- Evaluate flood protection alternatives for electrical equipment as required by the project's DFE as defined by FEMA, state and local statutes.
- Define the requirements and layout for a flow meter at the discharge force main within the pump station site.

### **Preliminary Dimensioning of Structural Components**

ARDURRA will perform the following activities to provide a preliminary sizing of the main structural components for the new PS A-5:

- Define preliminary sizing, capacity and footprint of the main structural components of the pump station, in compliance with current building codes and local ordinances. Structural components include wet well, valve vault, access hatches, generator pad, electrical equipment pad and hoisting equipment requirements.
- Evaluate flood protection alternatives as required by the project's DFE as defined by FEMA, state and local statutes. This will be used to define the top of slab (TOS) elevation of the structural components listed above.

### **Data Gathering**

CMA will identify the existing utility agency owners (UAO) within the project boundary limits, specific to the location of the proposed pump station. CMA will obtain this information through a design ticket via the One Call Sunshine 811 Service. Based on the information provided in the design ticket, CMA will coordinate with the UAO's to request utility information (utility type, size, location, and associated easements), if applicable. The utility information provided by the UAO will be tracked by CMA within a tracking log/matrix. The log will include the UAO request, UAO response, and the documents obtained by the UAO.

CMA will provide ARDURRA with the 811 design ticket, the updated tracking log/matrix, and the UAO responses as they are issued by the UAO.

### **Survey and SUE Services**

ARDURRA will not perform Survey and Subsurface Utility Engineering (SUE) services as part of this task. ARDURRA will assist CMA in the coordination with surveyor and SUE subconsultant to determine the location of SUE and detailed survey requirements within the pump station site

### **Geotechnical Services**

ARDURRA will not perform Geotechnical services as part of this task. ARDURRA will assist CMA in the coordination with the Geotechnical Engineer to determine the location and needs of the geotechnical investigation within the pump station site



The activities listed herein will allow ARDURRA to define the required pump station footprint and equipment layout, access and O&M requirements. This analysis will be discussed with the site developer to ensure the area will be able to accommodate the requirements of the pump station.

### **Technical Memorandum**

ARDURRA will assist CMA in drafting a technical memorandum to document the results of the siting analysis and hydraulic modeling. ARDURRA will include the following items within the memorandum:

- Hydraulic modeling results
- Preliminary equipment sizing and selection for the pump station
- Pump station layout options

ARDURRA will attend one (1) workshop with CMA and the CITY to discuss the draft technical memorandum, it is estimated that the workshop will be conducted approximately ten (10) days after submittal of the technical memorandum. Subsequently, a final technical memorandum will be submitted addressing the comments obtained during the workshop.

### **Deliverables:**

- Project initiation (kick-off) meeting agenda and meeting minutes – as it pertains to ARDURRA’s disciplines
- Coordination meeting with site developer and City agenda and meeting minutes – as it pertains to ARDURRA’s disciplines
- Draft technical memorandum workshop presentation and meeting minutes – as it pertains to ARDURRA’s disciplines
- Draft Technical Memorandum – submitted electronically in .pdf format
- Final Technical Memorandum – submitted electronically in .pdf format

## **DEVELOPMENT OF DESIGN DOCUMENTS**

ARDURRA will develop the design documents in the following design milestones: Schematic 30% Design (Schematic Design), 60% Design, 90% Design & Permit Set and Construction Documents (100% Design).

### **TASK 2 – 30% DESIGN SUBMITTAL**

Upon Completion of Task 1 and Task 2, ARDURRA will prepare the 30% schematic design for the pump station. The preparation of this submittal package will include the following activities:

#### **Schematic Design**

ARDURRA will develop the following plans as part of the 30% schematic design drawings:

- Site plan and layout
- Pump selection, generator selection and main equipment layout

#### **3D Rendering**

ARDURRA will develop an above-ground 3-dimensional rendering of the proposed pump station layout. ARDURRA will coordinate with CMA ,its architectural/landscape design subconsultant and the site developer for the incorporation of beautification components in the 3D Rendering. ARDURRA will not design beautification and/or landscaping components, that



shall be done by others. It is assumed that the site will not be fully enclosed and therefore natural ventilation will be possible. If the evaluation determines the need from HVAC equipment, this will require a revision of the design efforts scope and fee.

### **Preliminary Opinion of Probable Cost**

ARDURRA will prepare a Level IV Opinion of Probable Cost (OPC) as part of the 30% design submittal for the pump station design.

It is anticipated that the CITY will complete its review of the 30% Design Submittal within ten (10) working days of receipt of the submittal.

### **Deliverables:**

- 30% Schematic Design Plans (developed in size 24"x36") – submitted electronically in .pdf format
- Above-ground 3D Rendering – submitted electronically in .pdf format
- Level IV Opinion of Probable Cost – submitted electronically in .pdf format

### **TASK 3 – 60% DESIGN SUBMITTAL**

ARDURRA will prepare the 60% design submittal based on comments received from CMA and the CITY on the 30% design submittal for the pump station design.

### **Design Documents**

ARDURRA will develop the following plans as part of the 60% design drawings:

- Mechanical –Notes & Legend, Mechanical Plan, Sections, Details and Pump Data
- Structural – Notes & Legend, Structural Plan, Sections, Details, Foundations for Electrical Slab, Generator and Odor Control System, Hoist System
- Electrical – Notes & Legend, Electrical Plan, Power/Control (MPE) and Wiring Schedule, Electrical Control Panel and Typical Details, RTU Installation Wiring Diagrams, Panel Schedule.
- I&C – Notes & Legend, P&ID, Network Diagram, and Details

### **Technical Specifications**

ARDURRA will assist CMA in the development of construction technical specifications for the project, in accordance with CITY standards. The 60% design specifications will include the Division 1 sections and main equipment technical specifications. Technical specifications will be prepared based on CITY's and/or CMA standards.

### **Preliminary Engineering Report**

The Preliminary Engineering Report (PER) shall be prepared to satisfy the requirements of the permitting agencies. The PER shall contain the following information:

- Introduction
- Project Location
- Reasons of Project
- Design Criteria
- Scope of Work
- Exhibits

### **Opinion of Probable Cost**



ARDURRA will update the Opinion of Probable Cost (OPC) for the pump station design based on the updated design documents.

**Deliverables:**

- Response to 30% Design Submittal Comments
- 60% Design Plans (24" x 36") – submitted electronically in .pdf format
- Preliminary Engineering Report – submitted electronically in .pdf format
- Opinion of Probable Cost (Class III) – submitted electronically in .pdf format
- 60% Technical Specifications – submitted electronically in .pdf format

**TASK 4 – 90% DESIGN AND PERMIT SET SUBMITTAL**

ARDURRA will prepare the 90% design submittal based on the comments received from the CITY and CMA on the 60% design submittal. The 90% submittal will be submitted to CMA and the City for final review and approval. ARDURRA will then prepare signed and sealed drawings and final engineering report for the pump station to be used for permitting purposes

**Technical Specifications**

ARDURRA will prepare a complete set of technical specifications for the work items related to the pump station design based on the updated design drawings. ARDURRA will include bypass requirements as part of the technical specifications.

**Final Engineering Report**

ARDURRA will update the PER to prepare the Final Engineering Report (FER) to satisfy the requirements of the regulatory agencies. The FER will contain the following information:

- Introduction
- Project Location
- Reasons of Project
- Design Criteria
- Scope of Work
- Exhibits

**Opinion of Probable Cost**

ARDURRA will update the Opinion of Probable Cost (OPC) based on the updated design documents.

**Deliverables:**

- Response to 60% Design Submittal Comments
- 90% Design Plans – submitted electronically in .pdf format
- Signed and Sealed Permit Set Plans – submitted electronically in .pdf format
- Opinion of Probable Cost (Class II) – submitted electronically in .pdf format
- Technical Specifications – submitted electronically in .pdf format
- Signed and Sealed Final Engineering Report (FER) – submitted electronically in .pdf format

**TASK 5 – PERMITTING SERVICES**

ARDURRA will assist CMA in the preparation of permit applications, as it relates to the pump station design components of the project, for submittal to the appropriate authority having



jurisdiction (AHJ). CMA will formally submit the permit applications, coordinate meetings, and maintain a permitting log/matrix to monitor the status of permitting.

It is anticipated that the following regulatory reviews and/or permits will be required for the pump station:

- City of Fort Lauderdale Development Review Committee (DRC)
- City of Fort Lauderdale Building Department
- City of Fort Lauderdale Utility Department
- Broward County Environmental Protection and Growth Management Department City of Fort Lauderdale Public Works Department

Permit fees will not be paid for by ARDURRA. It is anticipated that the project may require a Dewatering permit. If required, dewatering permit shall be the responsibility of the Contractor.

ARDURRA will assist CMA in the preparation of responses to permitting agencies request for additional information (RAI/RFI) that relate to the pump station design components. Responses to RAI/RFI from the regulatory agencies will be provided within fifteen (15) working days of receipt.

**Deliverables:**

- Permit applications for the permits related to the pump station – submitted electronically in .pdf format
- RAI/RFI response package (up to two (2) per agency) – submitted electronically in .pdf format

**TASK 6 – SITE PLANNING AND SDS COORDINATION**

**Site Planning, setbacks and code compliance**

CMA will lead the efforts to complete this service. ARDURRA will assist CMA with documentation generated during the site analysis under Task 1 and the pump station 3D rendering, developed under Task 3. These activities shall be completed before the development of the 60% design, in parallel with Task 3.

**Landscape Architecture**

ARDURRA will not perform landscaping services as part of this task.

**City Commission**

If required, ARDURRA will attend one (1) CITY Commission Hearing to assist CMA with the pump station scope of work. ARDURRA will assist CMA in the preparation of presentation material for this hearing. This hearing shall occur before the commencement of the 60% design, during the completion of Task 3.

**Deliverables:**

- Commission Hearing Presentation Materials related to the pump station site selection and layout – submitted electronically

**TASK 7 – 100% DESIGN SUBMITTAL**

After the permits have been issued by the AHJs and the plans have been approved, ARDURRA will develop signed and sealed 100% design drawings set for bidding purposes for the scope





items related to the pump station design. CMA will be responsible for the preparation of the consolidated bid package for the project.

ARDURRA will update the construction technical specifications with the final modification after the permitting approvals and will generate a Class I Opinion of Probable Cost (OPC) for the pump station design.

**Deliverables:**

- Signed and Sealed Construction Drawings – submitted electronically in .pdf format
- Technical Specifications – submitted electronically in .pdf format
- Class I Opinion of Probable Cost – submitted electronically in .pdf format

**TASK 8 – PROCUREMENT SUPPORT SERVICES**

The CITY is responsible for procuring the contractor to complete the construction of the project. ARDURRA will support CMA during the procurement phase with bid and award services as described below.

**Pre-Bid Meeting**

ARDURRA will attend one (1) pre-bid conference for the project with CMA. CMA will be responsible for the preparation of the pre-bid agenda and presentation. ARDURRA will respond to technical questions related to the pump station design as directed by CMA; questions of legal and administrative nature will be addressed by the CITY. CMA will prepare and distribute written meeting minutes to the bidders and attendees after the pre-bid conference.

**Procurement Package Preparation Support Services**

CMA will receive, log and provide timely responses to bid RFIs from contractors during the bid process. RFI's relative to the pump station will be provide to ARDURRA by CMA and.

CMA will assist the City in the preparation of the Invitation to Bid (ITB) package. CMA will coordinate with ARDURRA for any additional attachments necessary for the bid documents, related to the pump station design, which will be incorporated into the ITB by CMA. ARDURRA will assist CMA in the preparation of the Bid form based on the Final OPC.

**Preparing Addenda and Conformed Construction Documents**

CMA will prepare written addenda with responses to RFIs from potential bidders. Addenda may include clarification to the construction drawings, specifications, and/or other documents as required to respond to the bid RFI's. CMA shall provide the final version of each addenda to the CITY's designee for review and issuance. ARDURRA will assist CMA in the preparation of addenda as they relate to ARDURRA's scope of services. ARDURRA will assist CMA in the preparation of Conformed Construction Documents with the updated drawings and technical specifications from the bid and addenda process.

**Bid Evaluation and Contract Award**

Following the CITY's internal review of the bid and proposal, CMA will evaluate the bids and bidder's qualifications for completeness, responsiveness, and price, including alternative prices and unit prices. ARDURRA will assist CMA in the evaluation of the bid for the scope of work elements related to the pump station construction. CMA will be responsible for preparing the recommendation to award letter for the CITY.



**Deliverables:**

- Completed bid documents – as it pertains to ARDURRA’s disciplines
- Addenda documentation – as it pertains to ARDURRA’s disciplines
- Conformed Construction Documents for ARDURRA’s disciplines

**TASK 9 – ENGINEERING SERVICES DURING CONSTRUCTION**

ARDURRA will support CMA during the construction phase of the project for the pump station scope elements. ARDURRA will provide shop drawing reviews, responses to requests for information from the Contractor, and project certification for the pump station. Construction Engineering and Inspection (CEI) services will not be performed by ARDURRA under this scope of services. ARDURRA will not be responsible for ensuring the project is constructed as designed, the CITY will secure the services of a CEI firm under a separate project.

A further breakdown of the scope of services to be provided by ARDURRA is described below:

**Construction Meetings**

Prior to construction, ARDURRA will attend one (1) joint pre-construction meeting with CMA, the CITY, the CITY’s CEI the awarded contractor, and the AHJs governing the project. The CEI will be responsible for providing a meeting agenda. Meeting notes will be taken and distributed by the CEI to ensure all parties comply with the CITY’s standards throughout the construction phase of this project. Attendance by ARDURRA to regularly scheduled construction meetings are not anticipated as part of this project.

**Shop Drawing Review**

Prior to construction, ARDURRA will review the shop drawing packages provided by the awarded contractor for the pump station scope of work. Up to twenty-five (25) shop drawing packages will be reviewed as part of this project. It is the awarded contractor’s responsibility to ensure the initial packages are complete and orderly prior to submittal; ARDURRA will only review one (1) rejected/revised package, per shop drawing, following a submittal. Further reviews will be considered additional services. Once the shop drawing has been approved by ARDURRA, the shop drawing submittal package will then be sent to CMA for final approval.

**Request for Information**

It is anticipated that ARDURRA will respond up to ten (10) RFIs throughout the construction phase of the project for the pump station scope of work. The RFI’s will be documented and logged by the City’s CEI.

**Specific Purpose Site Visits**

ARDURRA will perform specific purpose site visits related to the certification of the pump station. This may include pressure testing, pump station start up test, generator testing, cast in place concrete work, valve testing, flow meter testing and calibration, among others. The CITY’s CEI will give CMA and ARDURRA a minimum of two (2) days advance notice prior to critical milestones in the pump station construction. ARDURRA will attend to up to five (5) specific purpose site visits during construction under this scope of work.

**As-built Review**

ARDURRA will review the as-built drawings prepared by the Contractor, to ensure substantial compliance with the approved construction documents for the pump station. ARDURRA will review and reject an as-built plan set a maximum of two (2) times. Additional reviews will be considered additional services.



### **Certificate of Completion**

Utilizing the as-built drawings, ARDURRA will assist CMA in the preparation of the final certification package for the pump station work. It is the contractor's responsibility to coordinate the scheduling for final testing, associated with the certification of the project. The following permit certifications are anticipated:

- Broward County Environmental Protection and Growth Management Department – Sanitary Sewer Extension Permit
- City of Fort Lauderdale Public Works Department – Public Works Permit

### **Deliverables:**

- Shop drawing review – as it pertains to ARDURRA's disciplines
- RFI responses – as it pertains to ARDURRA's disciplines
- Attend to specific purpose site visits – as it pertains to ARDURRA's disciplines
- As-built review – as it pertains to ARDURRA's disciplines
- Final certification package – as it pertains to ARDURRA's disciplines

### **ADDITIONAL SERVICES**

If authorized in writing by the CITY and CMA, as an amendment to this Task Order, ARDURRA shall furnish, or obtain, Additional Services of the types listed in the MASTER AGREEMENT between the CITY and CMA. The CITY, as indicated in the MASTER AGREEMENT between the CITY and CMA, will pay for these services.

### **INVOICING**

Invoicing will be monthly as per the Contract between CMA and ARDURRA pursuant to RFQ Event No. 264. CMA shall pay ARDURRA invoices within 30 days of invoice submittal

### **COMPENSATION**

The services described herein will be performed on a "Lump Sum" fee basis as per the Contract between CMA and ARDURRA pursuant to RFQ Event No. 264. Miles and other reimbursable expenses are to be paid as presented and approved.

An estimated fee schedule is presented in Appendix A.

### **PROJECT ASSUMPTIONS**

1. Requested information shall be made available to ARDURRA by CMA.
2. CMA shall provide as-built information for all CITY owned infrastructure and utilities. CMA will provide available survey data, record drawings, and historical information as required.
3. CMA will provide all required information that is available within a reasonable timeframe.
4. The CITY will provide available hydraulic model data for the force main system.
5. The CITY will provide projected sewer demands based on future developments
6. At the end of each design milestone (30%, 60%, 90%), CMA and the CITY will review the plans and technical specifications (if available) and provide the review comments to ARDURRA within 10 calendar days.
7. CMA to provide a Project Schedule to Ardurra for review and concurrence on estimated project timeline and deliverables.



8. Performance durations assume timely permit processing by the regulatory agencies having jurisdiction over the project. Delays in obtaining permits beyond the control of ARDURRA may result in delays to the performance schedule, for which the ARDURRA cannot be held liable.
9. This scope does not include addressing substantial comments after the 60% review.
10. If a request for modification of the proposed site plan is issued after the 30% design review and approval, this will require approval of a scope revision prior to re-design
11. ARDURRA shall implement an internal Quality Assurance/Quality Control (QA/QC) Process to ensure proper design and adherence to the City of Fort Lauderdale and all applicable standards.
12. Development of right-of-way roadway specifications are not included in this scope of work.
13. Preparing modifications to the Conformed Construction Documents due to unforeseen conditions during construction is not included in this scope of services.
14. Permit fees will not be paid for by ARDURRA.
15. CMA will be available to conduct meetings as necessary.
16. ARDURRA will not be responsible for the failure of Contractor(s) to perform the work in accordance with the Construction Contract Documents
17. This scope of work will not include: radio propagation studies; evaluation of alternatives for selection of technology for the SCADA system (RTU, PLC, local controllers, radio modems, radio antennas, network switches); Federal Communication Commission (FCC) licensing services; design of the City of Fort Lauderdale's telemetry network for SCADA implementation; design of the City of Fort Lauderdale's master control room and its servers; design of the City of Fort Lauderdale's master radio tower; permitting related to the implementation of the City of Fort Lauderdale's SCADA network, definition of SCADA requirements other than those applicable to the Pump Station; development of City of Fort Lauderdale's SCADA standards, such as: network/architecture diagrams, HMI templates, I/O signals, others
18. Surveying services will not be performed by ARDURRA.
19. Architectural services will not be performed by ARDURRA.
20. Transportation services will not be performed by ARDURRA.
21. Landscaping/beautification services will not be performed by ARDURRA.
22. Geotechnical services will not be performed by ARDURRA.
23. Environmental assessments are not included in this scope of work
24. Structural services are limited to the design of a submersible pump station with on-site generator, odor control system, flow meter and hoisting system. Any additional structural services are not included.
25. It is assumed the pump station will not be housed within the new development at 300 & 330 North Andrews Avenue. ARDURRA will not conduct structural design for the building, only the pump station components .
26. Public outreach services will not be performed by ARDURRA.
27. Grant coordination and/or administration services will not be performed by ARDURRA.
28. HVAC design services are not included in this scope of work. It is assumed that the pump station site will not be fully enclosed, and therefore HVAC system will not be needed. If



during the project execution it is determined that HVAC is needed, this will require a revision of the scope and fee for additional design services.

29. Construction Engineering & Inspection (CEI) Services will not be performed by ARDURRA under this task order.
30. Review of contractor's payment requisitions will not be performed by ARDURRA.
31. Maintenance of traffic design will be performed by CMA.
32. As indicated by the CITY, the design of variable frequency drives are excluded from this project.
33. No easement requests and/or right-of-way dedication will be provided as part of this scope of work.



CHEN MOORE AND ASSOCIATES

RFQ Event No. 264

Design Services for Pumping Station A-5

Proposed Fee Schedule  
Appendix A



Task	Rate, \$/Hr	Senior Project Manager	Project Manager	Technical Advisor (QA/QC)	Senior Engineer (EOR)	Project Engineer	Junior Engineer	Senior CADD Designer	Project Coordinator	Total Hours	Subtotal	Remarks
		\$250.00	\$195.00	\$228.00	\$203.00	\$155.00	\$123.00	\$125.00	\$103.00			
1	Siting, Route Analysis TM and Site Investigation	24	60	32	88	200	100	60		564	\$93,660.00	
2	30% Design Submittal	28	46	32	68	80	100	220		574	\$89,270.00	
3	60% Design Submittal	35	72	36	68	80	120	310		721	\$110,712.00	
4	90% Design and Permitt Set Submittal	29	62	36	68	80	100	228		603	\$94,552.00	
5	Permtting Services	6	16		20	40	20		20	122	\$19,400.00	
6	Site Planning and DSD Coordination		16			20				36	\$6,220.00	
7	100% Design Submittal	13	24	18	24	32	40	120		271	\$41,786.00	
8	Procurement Support Services	8	8		16	32		40		104	\$16,768.00	
9	Engineering Services during Construction	8	12		100		40		40	200	\$33,680.00	
	<b>Total (Hours)</b>	<b>151</b>	<b>316</b>	<b>154</b>	<b>452</b>	<b>564</b>	<b>520</b>	<b>978</b>	<b>60</b>	<b>3195</b>		
	<b>Sub-Total Labor Fee</b>										<b>\$506,048.00</b>	
	<b>ODC's (Mileage, Reproduction &amp; Reimbursable) (See Appendix B)</b>										<b>\$0.00</b>	
	<b>Sub-Total Labor Fee/ODC</b>										<b>\$506,048.00</b>	
	<b>Total Project Cost (Labor/ODC)</b>										<b>\$506,048.00</b>	
	<b>% Utilization</b>	<b>4.73%</b>	<b>9.89%</b>	<b>4.82%</b>	<b>14.15%</b>	<b>17.65%</b>	<b>16.28%</b>	<b>30.61%</b>	<b>1.88%</b>	<b>100.00%</b>		
	<b>Total (\$)</b>	<b>\$37,750.00</b>	<b>\$61,620.00</b>	<b>\$35,112.00</b>	<b>\$91,756.00</b>	<b>\$87,420.00</b>	<b>\$63,960.00</b>	<b>\$122,250.00</b>	<b>\$6,180.00</b>	<b>\$0.00</b>	<b>\$506,048.00</b>	

**EXHIBIT B  
PROJECT SCHEDULE**

**Project Timeline**

TASK	MONTHS																							
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
TASK 1 - PRELIMINARY INVESTIGATION	2 months																							
TASK 2 - GEOTECHNICAL INVESTIGATION			2 months																					
TASK 3: TOPOGRAPHIC SURVEY		3 months																						
TASK 4: SUBSURFACE UTILITY EXPLORATION				3 months																				
TASK 5: SITING & ROUTING ANALYSIS TECHNICAL MEMORANDUM		3 months																						
TASK 6: 30% CONSTRUCTION DOCUMENTS					3 months																			
TASK 7: 60% CONSTRUCTION DOCUMENTS								4 months																
TASK 8: 90% CONSTRUCTION DOCUMENTS												4 months												
TASK 9: PERMITTING															5 months									
TASK 10: DSD APPROVAL																3 months								
TASK 11: 100% CONSTRUCTION DOCUMENTS																			2 months					
TASK 12: BIDDING ASSISTANCE	TBD																							
TASK 13: POST DESIGN SERVICES	TBD																							
TASK 14: REIMBURSABLE EXPENSES	TBD																							

\* Assumes 2 weeks for City review in between submittals



**EXHIBIT B**  
**HOURLY BILLING RATES**

**Event 264 - Design Services for Pumping Station A-5  
Exhibit B - Hourly Billing Rates**

<b>CHEN MOORE</b>	
<b>Labor Category</b>	<b>Category Rates</b>
Principal Engineer	\$265.00
Senior Project Manager	\$235.00
Senior Engineer	\$200.00
Project Manager	\$180.00
Project Engineer	\$147.00
Associate Engineer	\$125.00
Engineer	\$110.00
Principal Landscape Architect	\$185.00
Project Landscape Architect	\$130.00
Senior Landscape Designer	\$115.00
Landscape Designer	\$105.00
Principal Planner	\$230.00
Senior Planner	\$137.00
Project Planner	\$84.00
Associate Planner	\$75.00
Senior Designer	\$145.00
Designer	\$105.00
Technician	\$83.00
Senior Construction Specialist	\$142.00
Construction Specialist	\$95.00
Intern	\$60.00

<b>ARDURRA</b>	
<b>Labor Category</b>	<b>Category Rates</b>
Principal	\$250.00
Senior Project Manager	\$250.00
Project Manager	\$195.00
Technical Advisor (QA/QC)	\$228.00
Senior Engineer (EOR)	\$203.00
Project Engineer	\$155.00
Junior Engineer	\$123.00
Senior CADD Designer	\$125.00
CADD/GIS Technician	\$103.00

Construction Manager	\$160.00
Senior Field Representative	\$140.00
Field Representative	\$105.00
Project Coordinator	\$107.00

<b>PAN GEO CONSULTANTS</b>	
<b>Labor Category</b>	<b>Category Rates</b>
<b>A. FIELD SERVICES</b>	
Truck Mounted Test Borings	\$14.00/linear ft.
Setting Casing	\$4.50/linear ft.
Crew and Equipment Mobilization	\$350.00/mob.
SFWMD Exfiltration Tests (to 15 ft)	\$450.00/test
<b>B. LABORATORY TESTING</b>	
Sieve Analysis (Washed over #200 sieve)	\$77.00/test
Organic Content (by heating)	\$48.00/test
Moisture Content Determination	\$20.00/test
Visual Engineering Classification	\$55.00/hr
<b>C. PERSONNEL</b>	
Principal Engineer	\$140.00
Senior Engineer	\$138.60
Project Engineer	\$115.50
*Technician (Soil/Concrete)	\$54.00
Drafts Person/Cad Operator	\$65.00
Clerical/Administrative Staff	\$55.00

<b>STONER &amp; ASSOCIATES</b>	
<b>Labor Category</b>	<b>Category Rates</b>
Principal / VP	\$190.00
Principal Surveyor	\$160.00
Sr. Professional Land Surveyor	\$140.00
Survey / CAD Technician	\$80.00
Survey Crew	\$160.00
Administrative	\$65.00

<b>INFRAMAP</b>	
<b>Labor Category</b>	<b>Category Rates</b>
Project Manager/PE/PLS PLS	\$175.00

Sr. Utility Location Manager	\$153.00
Utility Location Manager/Party Chief	\$112.83
Technical Locator/Instrument Operator	\$87.00
CADD Technician / Computer Technician	\$115.63
1 Utility Test Hole (0-6')	\$1,000.00
2 Utility Test Holes (0-6')	\$750.00
3 or More Utility Test Holes (0-6')	\$550.00
Excess Depth (over 6')	\$112.00