



CITY OF POMPANO BEACH
100 W Atlantic Blvd, Pompano Beach, FL 33060

<p>WORK AUTHORIZATION NO: 4</p>	<p>COPBFL Project Manager: Anthony Alhashemi Phone: 954-786-4029 Email: Anthony.Alhashemi@copbfl.com COPBFL Contract Specialist: Antonio Pucci Phone: 954-786-5504 Email: Antonio.Pucci@copbfl.com</p>
<p>Firm Name: Craig A. Smith & Associates Address: 21045 Commercial Trail City/State/Zip: Boca Raton, FL 33486</p>	<p>Firm's Contact Representative: Stephen C. Smith, Vice President Phone: 561-314-4445 Ext: 212 Email: fvilar@craigasmith.com</p>
<p>In accordance with solicitation number RLI E-31-15, Ordinance number 2016-20 dated November 2, 2015 for Consulting / Professional Services the City of Pompano Beach hereby directs the firm to perform the services for the project as detailed in the attached scope of work, attached hereto and made a part of this Work Authorization for the amount specified below.</p> <p>All terms and conditions of the Original Contract dated November 2, 2015, and approved via Ordinance No. 2016-20 remain unchanged and in full force and effect.</p>	
<p>Description: To provide professional engineering and surveying services for proposed drainage improvements in the area referenced as Study Area #22 in the City's 2013 Stormwater Master Plan. The consultant will evaluate options for providing drainage improvements to alleviate flooding and provide water quality treatment solutions within the project limits. The proposed alternatives will examine the feasibility of exfiltration trench, improved pipe conveyance, pumping systems and swale improvements. Services include the preparation of construction plans and specifications including surveying, utility locates services, utility test holes, geotechnical engineering services, engineering design, arborist services (by others), electrical design (lift station, by others) and permitting. See Exhibit A for more description.</p>	
<p>Total Work Authorization Amount: \$161,136.00</p> <p>CIP/Account No. (For City's internal use):20-398 / 426-7677-538.65-03</p>	
<p>Firm/Contractor Approval:</p> <p>See Signature Pages Below</p>	<p>City of Pompano Beach Approval:</p> <p>See Signature Pages Below</p>

“CITY”:

Witnesses:

CITY OF POMPANO BEACH

By: _____
REX HARDIN, MAYOR

By: _____
GREGORY P. HARRISON, CITY MANAGER

Attest:

(SEAL)

ASCELETA HAMMOND
CITY CLERK

Approved As To Form:

MARK E. BERMAN
CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this _____ day of _____, 2020, by **REX HARDIN** as Mayor, **GREGORY P. HARRISON** as City Manager and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY’S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

“CONSULTANT”

Craig A. Smith and Associates, Inc.

(Print or type name of company here)

Witnesses:

Yelyzaveta Maxfield

Yelyzaveta Maxfield

(Print or Type Name)

Linda Komoniewski

Linda Komoniewski

(Print or Type Name)

By: [Signature]

Print Name: Stephen C. Smith, P.E.

Title: Senior Vice President

Business License No. Engr. License CA3110 / Corporation # 681464

STATE OF FLORIDA

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 12th day of May, 2020, by Stephen C. Smith, P.E. as Senior Vice President of Craig A. Smith and Associates, Inc., a Florida corporation on behalf of the corporation or a Florida limited liability company on behalf of the company. **He/she is personally known to me** or who has produced _____ (type of identification) as identification.

[Signature]

NOTARY PUBLIC, STATE OF FLORIDA

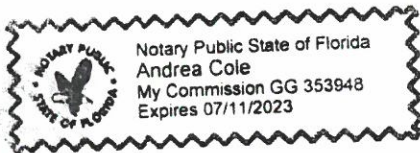
Andrea Cole

(Name of Acknowledger Typed, Printed or Stamped)

GG353948

Commission Number

NOTARY'S SEAL:





CRAIG A. SMITH & ASSOCIATES

21045 Commercial Trail • Boca Raton, FL 33486

CONSULTING ENGINEERS • SURVEYORS • UTILITY LOCATORS

w w w . c r a i g a s m i t h . c o m

January 28, 2020
 March 25, 2020 rev.
 April 22, 2020 rev.
 May 27, 2020 rev.

Ms. Tammy Good
 City of Pompano Beach
 1201 NE 5th Avenue
 Pompano Beach, FL 33060

(via email)

**RE: POMPANO BEACH NW 16TH LANE DRAINAGE IMPROVEMENTS
 PROFESSIONAL ENGINEERING & SURVEYING SERVICES SCOPE OF WORK
 CAS # P3929**

Dear Ms. Good:

Craig A. Smith & Associates (CAS) is pleased to provide professional engineering and surveying services for proposed drainage improvements for the NW 16th Lane area referenced as Study Area #22 in the City's 2013 Stormwater Master Plan prepared by Chen Moore and Associates. The project area limits are defined by NW 16th Lane from Copans Road on the south end to approximately 1,100 linear feet northerly where NW 16th Lane ends. The project drainage area is approximately 10 acres in size (including the road right of way and 16 property lots) as described in the attached project limits, **Exhibit 1**. The project area is occupied primarily by light industrial and warehouse properties. CAS met with City of Pompano Beach (CLIENT) staff on December 19, 2019 to discuss the project design alternatives for providing drainage improvements to this project area that experiences significant street flooding. In the meeting with the City, it was discussed that due to NW 16th Lane being a landlocked dead end street, it might be possible to extend the new drainage improvements (stormwater piping or a stormwater pumping system) to the adjacent NW 17th Lane and provide a new stormwater outfall to the existing County controlled canals terminating at the north end of NW 17th Lane. Following the meeting, CAS was directed to evaluate options available for providing drainage improvements for the area with the goal of addressing flooding and water quality treatment to the greatest extent practical. A drainage analysis will be part of the proposed scope of work to evaluate the feasibility of incorporating one of the following drainage systems (or combination of) to alleviate the flooding problems within the project limits: exfiltration trench, expansion of the existing drainage system with discharge, a pumping system with discharge and swale improvements. Following the drainage evaluation, CAS will meet with the City to discuss findings and collectively decide on the most cost effective feasible alternative to use in the preparation of final construction plans and specification documents to permit and bid the project.

CAS's scope of work services will include surveying, utility locates services, utility test holes, geotechnical engineering services (by others), engineering design, electrical design (lift station, by others), arborist services (by others) and permitting. Bidding services, construction services and final certifications are not included as part of the proposed scope of work. Please note that contractor permits: dewatering permits or NPDES permits are not included in scope of work.

Information to be provided by the CLIENT:

- Existing as-built information, utility atlas and available GIS information for existing utilities (storm drainage, water and sewer) within the project area;
- City of Pompano Beach Stormwater Master Plan;
- City Standard Details for Construction in CADD format;
- City Front-End Specification Documents in MS Word Format;
- City will research and provide (**if available**) building department permits information (drainage) for the 16 existing properties on NW 16th Lane;
- Pipe TV reports and videos for the existing drainage system on NW 16th Lane
- Payment of all permit fees

Note: This information will be made available to the CAS upon notice to proceed with this project.

TASK **DESCRIPTION**

S85 **UTILITY LOCATES – GPR/EM SERVICES**

Provide utility location and verification services within the corridor (described in S86 below). Using AWP standards for marking. Electromagnetic induction (EM) and Ground Penetrating Radar (GPR) will be utilized to perform/verify horizontal locations of existing tone able and non-tone able utilities. Lines will be painted on the ground or pin flags set to show said lines on the surface.

CAS’S Lump Sum (LS) Fee for Task S85 shall be.....\$5,626.00

S86 **ROUTE SURVEY**

CAS Survey estimates 2,800 LF of Route with detailed survey within various private properties. Specifically, we propose to do the following:
 Survey will physically locate all above ground, visible improvements within NW 16th Lane north of Copans Road and within NW 17th Lane north of Copans Road to the canal. A Survey baseline will be established at 100-foot intervals and cross-sections taken at 50-foot intervals to 10 feet beyond each right of way line along NW 16th Lane and solely within the right of way along NW 17th Lane. Plan view elevations will be shown as relative to North American Vertical Datum of 1988 at each section and at pertinent points for facilitation of Engineering Design. Trees 4” or greater will be located and shown. Approximate finished floor elevations will be gathered within the properties along NW 16th Lane together with private drainage information, as available. All visible, above ground utilities will be located and shown as well as those utilities as marked by CAS utility locates department on the surface. Up to 30 vacuum excavation areas (“soft digs”) will be located and the utility information as per CAS utility locates for each added to the Survey. A base map will be created and provided to the Engineering Department as well as a Map of Specific Purpose Survey for submittal to entities of interest.

CAS’S Lump Sum (LS) Fee for Task S86 shall be.....\$22,300.00

Note: 1.CAS will coordinate with the City to have the City clean out the existing drainage structures within the project limits prior to CAS’s commencement of surveying activities.

S90 **UTILITY TEST HOLES (“SOFT DIGS”)**

Utility test holes (soft digs) will be performed and reports provided for each with utility depth, elevation, size, material and type. The test holes will be performed based on the direction of the project engineer and limited to 30 test holes per this request.

CAS’S Fee for Task S90 shall be on a per hole basis at \$300.00 per hole\$9,000.00

E07 **ENGINEERING DRAINAGE ANALYSIS AND PERMIT RESEARCH**

Based on surveyed information as described in Survey Task S86 above and information provided by the CLIENT, CAS will perform a drainage analysis to determine the feasibility of proposed site improvements for conformance with established drainage criteria. The drainage analysis will include pipe sizing analysis, flood routing design and will incorporate water quality treatment measures in the design in accordance with the South Florida Water Management District and Broward County permit requirements to the greatest extent practical. CAS will perform computer hydrologic and hydraulic modeling of the area for multiple design storm events of the existing and proposed conditions and compare results. CAS will then discuss the results with the CLIENT in order to provide the CLIENT with a sufficient level of understanding related to the level of service that can be anticipated with the

proposed drainage improvements in place. Please note that CAS's scope and budget under Task E07 is limited to a drainage analysis of the project limits only and does not consider offsite improvements.

CAS'S Lump Sum (LS) Fee for Task E07 shall be.....\$16,128.00

Note: City will research and provide (if available) building department permits (drainage) for the 16 existing properties on NW 16th Lane. Information will be used to evaluate if there are stormwater runoff contributions from private property that might be contributing to the street flooding problem. Determining the extents of the stormwater runoff contributions will be used to develop the existing conditions stormwater model.

E50 PRELIMINARY ENGINEERING DESIGN (60% DESIGN)

Subsequent to completion of Task E07 (Engineering Drainage Analysis) above and in conformance with the requirements of the City of Pompano Beach, City Master Drainage plan and applicable minimum design standards, CAS shall prepare Preliminary Engineering Plans and perform a stormwater pump station design (if required). The Preliminary Engineering Plans are to include the level of detail necessary to show the proposed paving, grading, drainage and stormwater pump station design (if required). Preliminary design shall comply with the rules and regulations of the City of Pompano Beach, Broward County (Surface Water Management Licensing Division), SFWMD and other jurisdictional requirements as applicable.

CAS'S Lump Sum (LS) Fee for Task E50 shall be.....\$42,200.00

Note: 1. The Preliminary Engineering Design Task will include one (1) submittal of 60% level design plans to the CLIENT for review and comment prior to commencement of the Final Engineering design task. 2. Offsite improvements beyond the project limits described are not included in this proposal.

E53 FINAL ENGINEERING DESIGN (90%-100%DESIGN)

Based upon CLIENT approval of the Preliminary Engineering Plans provided and described under Task E-50 above, CAS shall prepare Final Engineering Plans sufficient for permitting, bidding and construction of the proposed improvements. Plans are to include paving, grading, drainage and stormwater pump station improvements. The storm water pump station design will be performed only if it is the desired alternative selected after CAS performs their drainage analysis (Task E07) and is agreed upon by the City. Services under this task will also include preparation of technical specifications, bid form and construction estimate.

CAS'S Lump Sum (LS) Fee for Task E53 shall be.....\$33,740.00

Note: 1. The Final Engineering Design Task will include one (1) submittal of 90% level design plans and specifications to the CLIENT for review and comment. 2. Once the 90% design plans are approved by the CLIENT, CAS will use the Final Engineering Design plans to submit for Permits as outlined in Task E61 below. Once permit approvals have been obtained, CAS shall submit two (2) sets of 100% construction plans, technical specifications and Engineers Opinion of Probable Cost to the CITY for Bidding.3. Offsite improvements beyond the project limits described are not included in this proposal.

E61 PERMITTING SERVICES

CAS will provide technical criteria, written description and design data for use in filing applications for permits relative to CAS's scope of services with the governmental agencies having jurisdiction to review the design of the project. CAS will use the Final Engineering Plans as detailed in Task E53 to file for applications with the permitting agencies listed below. Application and permit fees are the responsibility of the CLIENT and are not included within this agreement. The following regulatory agency permit application submittals are anticipated:

- City of Pompano Beach – Engineering
- City of Pompano Beach – Building Department
- Broward County– Surface Water Management License and SFWMD ERP Permits
- Broward County- Dewatering Permit (preliminary submittal only)
- Broward County Engineering Department (Copans Road)

CAS’S Lump Sum (LS) Fee for Task E61 shall be.....\$13,660.00

Note: 1. CAS will make one (1) preliminary dewatering permit submittal to Broward County for review and comment. Final dewatering permit will be obtained by Contractor, not CAS. 2. CAS will make one (1) submittal to the City Building Department for review and approval of the pump station design (if required) and provide one (1) response to City Building Department review comments. 3. FDEP Notice of Intent - National Pollution Discharge Elimination Systems permitting are considered by CAS as contractor-type permits and are made part of the construction contract and the responsibility of the contractor, not CAS.

E54 MEETINGS AND COORDINATION

Attend one (1) meeting with the CITY at the completion of the drainage analysis (Task E07). Coordinate with City on providing project updates throughout the duration of the project.

CAS’S Lump Sum (LS) Fee for Task E54 shall be\$1,008.00

E65A GEOTECHNICAL ENGINEERING SERVICES

Geotechnical engineering services will be provided by CAS Subconsultant. Subconsultant agreement is enclosed with this proposal.

Subconsultant Lump Sum (LS) Fee for Task E65A shall be.....\$3,200.00

E65B LIFT STATION ELECTRICAL DESIGN SERVICES

Electrical engineering services will be provided by CAS Subconsultant. Subconsultant agreement is enclosed with this proposal.

Subconsultant Lump Sum (LS) Fee for Task E65B shall be.....\$7,000.00

E65C ARBORIST SERVICES

Arborist services will be provided by CAS Subconsultant. Subconsultant agreement is enclosed with this proposal.

Subconsultant Lump Sum (LS) Fee for Task E65B shall be.....\$2,274.00

E99 MISCELLANEOUS SERVICES

Services under this task will include miscellaneous reimbursable expenses as authorized by the CLIENT, payment of permit fees as described under Task E61, miscellaneous required plan revisions as requested and authorized by the CLIENT and meetings and coordination items.

CAS’S Fee for Task E99 shall be billed on a time and materials (T&M) basis at the hourly rates of Consultant’s staff assigned to provide services requested by CityNTE \$5,000.00

SUMMARY OF COSTS

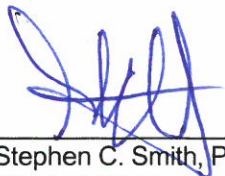
CAS proposes to accomplish the professional engineering services listed for the following total lump sum fee, which is the sum of the fees for each phase and its specific work tasks:

UTILITY LOCATES – GPR/EM SERVICES	\$5,626.00
ROUTE SURVEY	\$22,300.00
UTILITY TEST HOLES - SOFT DIGS	\$9,000.00
ENGINEERING DRAINAGE ANALYSIS AND PERMIT RESEARCH	\$16,128.00
PRELIMINARY ENGINEERING DESIGN (60% DESIGN)	\$42,200.00
FINAL ENGINEERING DESIGN (90%-100%DESIGN)	\$33,740.00
PERMITTING SERVICES	\$13,660.00
MEETINGS AND COORDINATION	\$1,008.00
GEOTECHNICAL ENGINEERING SERVICES (SUBCONSULTANT)	\$3,200.00
LIFT STATION ELECTRICAL DESIGN SERVICES (SUBCONSULTANT)	\$7,000.00
ARBORIST SERVICES	\$2,274.00
MISCELLANEOUS SERVICES	\$5,000.00
TOTAL	\$161,136.00

ESTIMATED GRAND TOTAL: \$161,136.00

Thank you for your time and effort in supporting this project. Your business is appreciated. Your endorsement of this Scope of Work will be understood as CAS's Notice to Proceed with the project. If there are any questions please feel free to contact Frank Vilar at (954) 815-8898 (email: fvilar@craigasmith.com).

AGREED TO AND ACCEPTED BY:



Stephen C. Smith, P.E.
Vice President

City of Pompano Beach

Signature - Authorized Representative

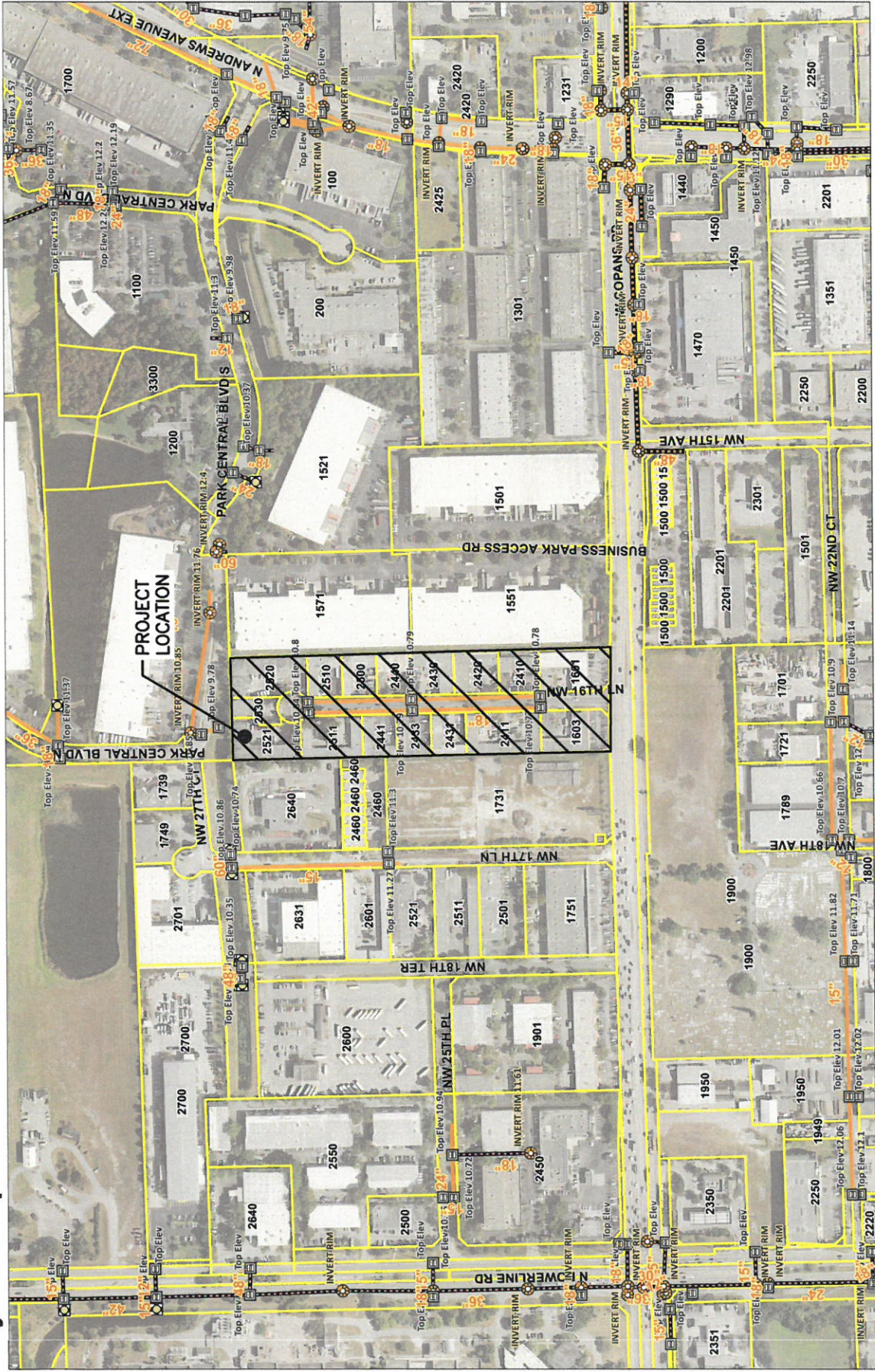
Printed Name

Date

cc: File

EXHIBIT 1: NW 16TH LANE DRAINAGE IMPROVEMENTS

City of Pompano Beach Utilities



This product has been compiled from various source data. However, this product is for reference only and does not constitute a legal document. The City of Pompano Beach makes no warranty or assumption of responsibility for any use of the information contained herein or any loss resulting therefrom.



AAI Proposal No. 20-P-5591
January 22, 2020

Craig A. Smith & Associates, Inc.
7777 Glades Road, Suite 410
Boca Raton, FL 33434

Attention: Frank Vilar, P.E.

**PROPOSAL FOR GEOTECHNICAL ENGINEERING SERVICES
COPANS ROAD AND NW 16TH LANE PROJECT
POMPANO BEACH, FLORIDA**

In accordance with your request, we are pleased to submit our proposal to perform field permeability tests and Standard Penetration Test (SPT) borings at the above referenced project. We understand that the project includes the design of an exfiltration trench and will require borings in an area for a proposed lift station (located in a yet-to-be determined location along NW 16th Lane). The purpose of this work is to obtain test results from field permeability tests and soil borings and provide a summary report with the test values and encountered soil descriptions/parameters that will help others in the design of the aforementioned project considerations.

Based on your request, we propose to perform two (2) field permeability tests and two (2) SPT borings to a depth of 15 feet in accessible locations along NW 16th Lane. The boring will be performed in general accordance with ASTM D-1557 and the field permeability tests will be performed in general accordance with the usual open-hole exfiltration test method described in the South Florida Water Management District (SFWMD) Permit Information Manual, Volume IV.

We have presumed that all required right-of-way construction permits and any required Maintenance of Traffic (MOT) will be provided as needed or else the test locations will be moved to safe locations outside normal traffic lanes that are free from publicly located underground utility lines.

The field work is anticipated to be performed using a truck-mounted drill rig in conjunction with hand equipment in addition to a support truck. Prior to the mobilization of our equipment, we will notify Sunshine State One-Call of Florida, Inc. (SSOCOF) of our planned exploration to allow affected utility companies the opportunity to mark the location of buried utility lines in the proposed exploration areas. The locating process will require a lead time of 3 to 5 business days. We cannot take responsibility for damages to private underground lines or structures and/or underground services which do not subscribe to SSOCOF; their locations should be provided by the client prior to commencement of the field work.

We preliminarily estimate that only routine laboratory visual classification of the recovered samples will be required for this project. However, gradation tests and organic content tests on select samples will be performed if deemed necessary. The number of laboratory tests will be determined upon completion of the soil borings and will depend on the nature of the encountered soils. All laboratory tests will be performed in accordance with applicable ASTM standards.

Upon completion of the field exploration and laboratory testing program, an engineering report will be issued presenting our findings and general recommendations for the proposed project. Weather conditions permitting, we will complete our work within 7 to 15 working days after receiving your written authorization to proceed.

Based on our knowledge of the project to-date, the estimated cost of our geotechnical services for this project is **\$3,200.00**. Any additional services, permits, fees or traffic control or safety plans that are required to complete this project will incur additional costs. Should we encounter conditions on the site that warrant more investigative effort than anticipated, we will inform you immediately.

This proposal is subject to the applicable terms in the enclosed General Conditions, and to the following: (1) access to boring locations is to be readily available to our truck-mounted drilling equipment, (2) the provided scope of work will be adequate, (3) if deemed necessary, Ardaman & Associates, Inc. will coordinate the location of underground utility lines through Sunshine State One Call of Florida (SSOCOF). We cannot take responsibility for damages to private underground lines or structures and/or underground services which do not subscribe to SSOCOF; their locations should be provided by the client prior to commencement of the field work.

Please sign and return the enclosed Proposal/Project Acceptance and Agreement form as an indication of your acceptance of our proposal terms and authorization to proceed with the work. Please complete the attached form in its entirety to help us set up your file correctly and please provide us with the names and addresses of all parties who should receive copies of our reports for this project.

Please do not hesitate to contact our office should you have any questions concerning this proposal or whenever we may be of assistance to you.

ARDAMAN & ASSOCIATES, INC.



Kevin Ferguson, P.E.
Geotechnical Engineer

Attachments: Proposal/Project Acceptance and Agreement Form
General Conditions



Ardaman & Associates, Inc.

Geotechnical, Environmental and
Materials Consultants

PROPOSAL/PROJECT ACCEPTANCE AND AGREEMENT

PROJECT INFORMATION:

Project Name _____ Copans Road & NW 16th Lane Project _____
 Project Location _____ Pompano Beach, Florida _____
 Proposal Number and Date _____ 20-P-5591 / January 22, 2020 _____
 Description of Services _____ Geotechnical Engineering Services _____
 Estimated Fee _____ **Geotech = \$3,200.00;** (Permits & MOT not considered) _____

PROPERTY OWNER IDENTIFICATION:

Name _____
 Property Identification Number _____
 Address _____
 City/State _____ Zip Code _____ Phone _____
 Attention _____ Title _____

PAYMENT TERMS:

Payment shall be due within 30 days after date of each periodic invoice. Interest at the rate of 18% per annum (or the highest rate allowable by law) shall accrue on all amounts not paid within 30 days after date of invoice. All attorney fees and expenses associated with collection of past due invoices will be paid by Client. Failure to timely pay any invoice shall constitute a waiver of any and all claims against Ardaman & Associates, Inc.

PROPOSAL ACCEPTANCE:

By accepting this Proposal, the Terms and Conditions of this Proposal, including the Terms on this page, and Ardaman & Associates, Inc.'s General Conditions appearing on the second page of this Proposal, are incorporated herein by reference. In the event this Proposal Acceptance was received by facsimile, Client hereby confirms that the above described Proposal, the Terms and Conditions of this Proposal, including the Terms on this page, and Ardaman & Associates, Inc.'s General Conditions have been made available and are incorporated in this agreement.

Accepted this _____ day of _____, 2020.

Individual, Firm or Corporate Body Name _____
 Authorized Contact Person _____
 Address _____
 City/State _____ Zip Code _____ Phone _____
 Title _____ Fax _____ Email _____

(Signature of authorized representative)

GENERAL CONDITIONS – FLORIDA

Parties And Scope Of Work – Ardaman & Associates, Inc. (hereinafter referred to as “A&A”) shall include said company, its division, subsidiary, parent or affiliate performing the Work. “Work” means the specific services to be performed by A&A as set forth in A&A’s proposal as well as any additional services requested or accepted by Client. “Client” refers to the person or business entity ordering the Work to be done by A&A. If the Client is ordering the Work on behalf of a third party, the Client represents and warrants that the Client is the duly authorized agent of said third party for the purpose of ordering and directing said Work. In the event Client is not the authorized agent of said third party, Client shall be individually liable hereunder. Further, Client shall disclose any such agency relationship to A&A in writing before the commencement of A&A’s Work hereunder. Client agrees that A&A’s professional duties are specifically limited to the Work as set forth in A&A’s proposal. The Client assumes sole responsibility for determining whether the quantity and the nature of the Work ordered by the Client is adequate and sufficient for the Client’s intended purpose. A&A’s Work is for the exclusive use of Client, and its properly disclosed principal. In no event shall A&A have any duty or obligation to any third party. Directing A&A to proceed with the Work shall constitute acceptance of the terms of A&A’s proposal and these General Conditions.

On-Call Services – In the event A&A is retained to perform construction materials testing (“CMT”), including but not limited to proctor and soil density tests, concrete tests, etc., on an On-Call basis such that A&A is not retained to perform continuous observations of construction, Client assumes sole responsibility for determining the location and frequency of sampling and testing. In such On-Call testing, A&A’s test results are only representative of conditions at the test location and elevation, and different conditions may exist at other locations and other elevations. Furthermore, in the event Client fails to properly determine the location or frequency of sampling and testing, under no circumstances will A&A assume that duty by performing its CMT services.

Right-of-Entry – Unless otherwise agreed, Client will furnish right-of-entry on the property for A&A to make the planned borings, surveys, and/or explorations. A&A will take reasonable precautions to minimize damage to the property caused by its equipment and sampling procedures, but the cost of restoration or damage which may result from the planned operations is not included in the contracted amount.

Damage to Existing Man-made Objects – It shall be the responsibility of the Client to disclose the presence and accurate location of all hidden or obscure man-made objects relative to field tests, sampling, or boring locations. Client waives any claim against A&A arising from any damage to existing man-made objects. In addition, Client shall defend, indemnify and hold A&A harmless from any third party claim arising from damage to existing man-made objects.

Limitation of Liability – A&A shall perform services for Client in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of competent consultants practicing in the same or a similar locality as the project. In the event any portion of the services fails to comply with this obligation and A&A is promptly notified in writing prior to one year after completion of such portion of the services, A&A will re-perform such portion of the services, or if re-performance is impracticable, A&A will refund the amount of compensation paid to A&A for such portion of the services. In no event shall A&A be liable for any special, indirect, incidental, or consequential damages. The remedies set forth herein are exclusive and the total liability of A&A whether in contract, tort (including negligence whether sole or concurrent), or otherwise arising out of, connected with or resulting from any and all services provided by A&A, including but not limited to the Work, shall not exceed the total fees paid by Client or \$50,000.00, whichever is greater. Client may, upon written request received within five days of Client’s acceptance hereof, increase the limit of A&A’s liability by agreeing to pay A&A an additional sum as agreed in writing prior to the commencement of A&A’s services. This charge is not to be construed as being a charge for insurance of any type, but is increased consideration for the greater liability involved. A&A’s individual professionals, employees, and agents are third party beneficiaries to these General Conditions.

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

Sampling or Testing Location – Unless specifically stated to the contrary, the unit fees included in this proposal do not include costs associated with professional land surveying of the site or the accurate horizontal and vertical locations of tests. Field tests or boring locations described in our report or shown on our sketches are based on specific information furnished to us by others or estimates made in the field by our technicians. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated in the report.

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

Discovery of Unanticipated Hazardous Materials – Hazardous materials or certain types of hazardous materials may exist at a site where there is no reason to believe they could or should be present. A&A and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. A&A and Client also agree that the discovery of unanticipated hazardous materials may make it necessary for A&A to take immediate measures to protect health and safety. A&A agrees to notify Client as soon as practicable should unanticipated hazardous materials or suspected hazardous materials be encountered. Client encourages A&A to take any and all measures that, in A&A’s professional opinion, are justified to preserve and protect the health and safety of A&A’s personnel and the public. Client agrees to compensate A&A for the additional cost of working to protect employees’ and the public’s health and safety. In addition, Client waives any claim against A&A arising from A&A’s discovery of unanticipated hazardous materials or suspected hazardous materials.

Indemnification – Client agrees to defend, indemnify and save harmless A&A from all claims, including negligence claims, suits, losses, personal injuries, death and property liability resulting from the actions or inactions of Client, Client’s contractors, representatives, agents and employees.

Legal Jurisdiction – The parties agree that any litigation shall only be brought in a court of competent jurisdiction located in Orlando, Orange County, Florida. All causes of action, including but not limited to actions for indemnification and contribution, arising out of A&A’s Work shall be deemed to have accrued and the applicable statutes of limitation shall commence to run not later than the date of issuance of A&A’s final invoice for the Work. Each of the parties hereto irrevocably waives any and all right to trial by jury in any legal proceeding arising out of or relating to this agreement.

Force Majeure – A&A shall not be held responsible for any delay or failure in performance caused by fire, flood, explosion, war, strike, embargo, government requirement, civil or military authority, acts of God, act or omission of subcontractors, carrier, clients or other similar causes beyond its control.

Drafting and Severability – This Agreement has been drafted by all Parties hereto and shall not be construed against one Party or in favor of any other Party. In the event that any provision of this Agreement is held invalid, the remainder of this Agreement shall be fully enforceable.



Smith Engineering Consultants, Inc.

January 27, 2020

Mr. Frank Vilar, P.E.
Craig A. Smith & Associates, Inc.
21045 Commercial Trail
Boca Raton, FL 33486

Re: City of Pompano Beach Stormwater Pump Station
Electrical Engineering Services Proposal

Dear Frank:

Smith Engineering Consultants, Inc. (SEC) is pleased to provide this proposal for the above referenced project. We propose to provide the following scope of services:

1. Perform initial site visit and review preliminary project plans.
2. Request/coordinate electric service from FPL to the pump station.
3. Electrical design to provide power, controls, lighting, instrumentation, and telemetry/SCADA for the proposed stormwater pump station. The pump station will consist primarily of two (2) 40 horsepower, submersible pumps. The electrical design will be in accordance with the Florida Building Code, the National Electrical Code, and applicable local codes.
4. Submit 90% plans, specifications, and cost estimate and attend a 90% review meeting with the City.
5. Submit final (100%) plans, specifications, and cost estimate.

SEC will prepare contract documents, suitable for bidding, permit, and construction. We will assist in preparing addendums and respond to questions during the bid process. We propose to furnish drawings in AutoCAD format using base plan drawings provided by Craig A. Smith.

Our lump sum fee to provide the services described above is \$7,000. Thank you for using Smith Engineering Consultants as the source for these engineering services. We look forward to working with you on this project.

Sincerely,

Larry M. Smith, P. E.
President

2161 Palm Beach Lakes Blvd., Suite 312
West Palm Beach, FL 33409

(561) 616-3911 Fax (561) 616-3912



NEW LEAF ENVIRONMENTAL

April 22, 2020

Frank Vilar
Craig Smith & Associates
21045 Commercial Trail
Boca Raton, FL 33486

Via e-mail to: fvilar@craigsmith.com

**RE: Proposal for Certified Arborist Assessment and Tree Permitting Services
NW 16th and NW 17th Lanes, City of Pompano Beach**

New Leaf Environmental (NLE) is pleased to provide you with this proposal for arborist services for the above referenced property. This proposal is based upon communication with you.

Project Background

Based on our communication, NLE understands that in order to facilitate development activities within the property, Arborist's services are required to assess the trees and provide support for the City of Pompano Beach Tree Permit process.

Proposed Scope of Services

1) Tree Assessment

NLE will conduct an assessment of the trees within the right of way as shown on the attached location map, including identification of the species and size measurements (diameter at breast height, canopy spread, and height) for each, observe and record each tree's condition, and obtain a photo of each tree.

The deliverable for this activity will be an assessment report covering assessment methodologies, a tree table with measurements, tree condition ratings, and a photo log with a photo of each tree. The assessment report will include a site map which identifies tree locations by tree numbers (based on survey data if available). This scope will also include appraisals of all trees on site following the Council for Plant Appraisal methodology, provided in the form of a spreadsheet with supporting values and rating.

This service will be provided for a lump-sum fee of: **\$1,679.**

These services will be invoiced on a monthly basis, based on percent complete.

2) Tree Permitting Support

NLE will provide support for obtaining a Tree Removal Permit from the City of Pompano Beach, which may include the following tasks:

- Review proposed project plans and (in coordination with the project's design team) assist with determining trees required for removal, and protection measures for trees to remain in place.
- Conducting a peer review and redline markup of tree disposition and landscape plans to help ensure compliance with city tree permit requirements
- Responding to one round of city comments on the tree permit application
- Revising report/corresponding application components (provided by NLE) based on one revision

These services will be provided for a lump-sum fee of **\$595.**

3) Additional Services

If additional arborist services are required that are not included in the scope for items 1 and 2 listed above, these services can be provided upon an as-needed basis, if/when requested in writing. These services will be provided at an hourly rate of **\$119**.

Authorization

Please provide a signed copy of this proposal. NLE can begin work on this project within 5 days of receipt of authorization, with the initial task completed within two weeks of receipt of authorization.

Sincerely,

New Leaf Environmental, LLC

A handwritten signature in blue ink that reads "Katherine McCoy". The signature is fluid and cursive, with the first name being more prominent than the last.

Katherine McCoy
President

CLIENT INFORMATION AND SIGNATURE
REQUIRED ON ATTACHED SERVICES AGREEMENT

NEW LEAF, LLC SERVICES AGREEMENT

Project: NW 16th and NW 17th Lanes

TERMS AND CONDITIONS

1. **SERVICES TO BE PROVIDED.** New Leaf Environmental, LLC (New Leaf) is an independent consultant. For valuable consideration received, NEW LEAF agrees to provide Client, for its sole benefit and exclusive use, the consulting services ("Services") set forth in the proposal referenced above ("Proposal"), which is incorporated by reference. There are no third party beneficiaries to this Services Agreement ("Agreement").
2. **STANDARD OF CARE.** NEW LEAF will perform its services using that degree of skill and care ordinarily exercised under similar conditions by members of NEW LEAF's profession practicing in the same or similar locality at the time the Services are performed. NEW LEAF makes no other representations, and no warranties, whether express or implied, with respect to its services hereunder.
3. **PAYMENT TERMS.** Client agrees to pay NEW LEAF's invoice upon receipt. If payment is not received within 30 days from the date of NEW LEAF's invoice, Client agrees to pay 1.5% per month, or highest rate allowed by law, which ever is lower, on the past due amount from the date of the invoice plus hourly rates for NEW LEAF's employees, expenses and attorneys fees incurred by NEW LEAF to collect the amount due NEW LEAF under this agreement. NEW LEAF may suspend services if payment of any invoiced amount is not received by NEW LEAF. Client receipt of invoice will be presumed three days after mailing with adequate first class postage attached.
4. **DOCUMENTS.** All documents generated by NEW LEAF under this Agreement ("Work Product"), shall be the property of the Client. NEW LEAF will furnish Client documentation in electronic format, unless an agreed upon number of written copies is included in the scope. All reports and supporting documents produced by NEW LEAF under this contract are for the Client's exclusive use and reliance and for regulatory submittal in connection with the project or Services. NEW LEAF shall be entitled to retain copies of all work products for reference and marketing purposes. Any methodologies developed by NEW LEAF while working on this scope or scientific findings of a general nature made by NEW LEAF through this scope shall be the exclusive intellectual property of NEW LEAF. Any use or distribution of NEW LEAF's Work Product without prior written consent from NEW LEAF shall be at Client's and recipient's sole risk and without liability to NEW LEAF. Client agrees to defend and indemnify and hold NEW LEAF harmless from all claims or damages connected to their unauthorized use or distribution of NEW LEAF's Work Product.

If Client wishes to distribute NEW LEAF's Work Product to any third party, or desires any third party to rely on NEW LEAF's Work Product, Client and the third party must first contact NEW LEAF.
5. **SITE RESPONSIBILITY.** NEW LEAF's services do not include supervision or direction of the means, methods or actual work of contractor(s) not retained by NEW LEAF. The presence of any NEW LEAF's representative will not relieve the contractor(s) of its responsibility to perform the work in accordance with the plans and specifications. Client agrees that the contractor(s) will be solely responsible for working conditions on the job site, including security and safety during performance of the work, and compliance with Client safety requirements and OSHA regulations. It is agreed that NEW LEAF is not responsible for job or site safety or security, and that NEW LEAF does not have the right or duty to stop or regulate the work of others, nor does NEW LEAF have any responsibility for any contractor(s) means and methods of performing its work.
6. **SITE OPERATIONS.** Client hereby attests their right to access and conduct studies on the site and accordingly to grant access to third parties, including NEW LEAF. Client will arrange for right-of-entry to the property and will execute any necessary site access agreement. Client shall provide NEW LEAF with an accurate description of the job site, and all relevant documentation and information in its possession or to its knowledge.
7. **CLIENT DISCLOSURE.** Client agrees to advise NEW LEAF of any known hazardous substance or any condition on the site that presents a potential danger to human health, the environment, or NEW LEAF's equipment. NEW LEAF does not assume control of or responsibility for the site or the person(s) in charge of the site, or undertake responsibility for reporting to any federal, state or local agencies any conditions at the site that may present a potential danger to public health, safety or the environment. Client agrees to notify the appropriate federal, state or local agencies as required by law, or to otherwise make timely disclosure of any information that may be necessary to prevent damage to human health, safety, or the environment. Client acknowledges that NEW LEAF may be required to make such disclosures if Client fails to do so.
8. **TERMINATION.** Either party may terminate this Agreement without cause upon 14 days' prior written notice. In such event, Client shall take possession of the premises and the materials and equipment paid for and belonging to Client, and NEW LEAF shall be paid for all Services performed to the date of termination. In the event Client requests termination, NEW LEAF shall also be paid all reasonable costs incurred in project close out. This Agreement will terminate automatically upon the insolvency of Client or upon Client seeking protection under the bankruptcy laws of the United States.
9. **TESTIMONY.** Should NEW LEAF or any NEW LEAF employee be requested or compelled by NEW LEAF to provide testimony or other evidence by any party in relation to the Services, and NEW LEAF is not a party to the dispute, NEW LEAF shall be compensated by Client for NEW LEAF's preparations, document retrieval, document reproduction and testimony at appropriate unit rates.
10. **FORCE MAJEURE.** NEW LEAF shall not be liable for damages due to delay or failure to perform any obligation under this Agreement if such delay or failure results from circumstances beyond the reasonable control of NEW LEAF. In the event of such a force majeure, the time for NEW LEAF's performance shall be extended for the duration of the force majeure event. This provision shall not excuse Client's obligation to make payments when due.
11. **UNANTICIPATED CONDITIONS.** Should NEW LEAF encounter conditions at any site which were not reasonably anticipated or which increase the risk involved in NEW LEAF's completion of Services, upon notice to Client, NEW LEAF in its sole discretion may: a) continue with the Services to completion; b) suspend activities and prepare a Change Order Request prior to proceeding; or c) terminate all Services. Such termination shall not be a breach of this Agreement by NEW LEAF.
12. **OPINIONS OF COST.** If included in the Proposal, NEW LEAF will provide opinions of costs for installation of materials, remediation or construction based upon NEW LEAF's experience on similar projects. However, such opinions are intended to provide information on the magnitude of such costs and are not intended for use in firm budgeting or negotiation unless specifically agreed otherwise in writing by NEW LEAF. Client understands the actual cost of work depends on many factors beyond NEW LEAF's control and may vary significantly from NEW LEAF's estimate.
13. **PRIORITY OVER FORM AGREEMENTS/PURCHASE ORDERS.** The Parties agree that the provisions of this Agreement shall control and govern over any orders, such as Purchase Orders or Work Orders or other form writings issued or signed by the parties ("Orders"), and that such forms may be issued by Client to NEW LEAF without altering the terms hereof, regardless of any contrary language appearing on the Order.
14. **GOVERNING LAWS/VENUE.** The laws of the state of Florida shall govern this Agreement. Venue for any dispute arising out of this Agreement shall be in Monroe County, Florida. The parties each had an opportunity to review and negotiate this Agreement and this Agreement shall not be construed more strictly against one party as drafter. The parties to this Agreement shall submit all disputes arising out of this Agreement to nonbinding mediation as a condition precedent to the institution of legal proceedings.
15. **SURVIVAL.** All provisions of this Agreement for indemnity, limitation of liability, document control or allocation of responsibility or liability between Client and NEW LEAF shall survive the completion of the Services and/or the termination of this Agreement.

16. **SEVERABILITY.** In the event any part of this Agreement is deemed invalid or unenforceable, the remaining provisions shall continue in full force and effect, and the invalid or unenforceable provision shall be interpreted and enforced as closely as possible to the intent of the parties.

17. **ASSIGNMENT.** Neither party may assign this Agreement without the prior written permission of the other.

18. **INTEGRATION.** This Agreement, the Proposal and the Proposal's attachments constitute the entire Agreement between the parties and can only be changed by a written instrument signed by the parties.

19. **CONSIDERATION.** The parties agree the charges for NEW LEAF's Services are sufficiently adjusted to include any specific consideration payable to Client under these terms and conditions.

20. **AUTHORITY TO ENTER AGREEMENT.** The person executing this Agreement on behalf of Client hereby represents and warrants to NEW LEAF that he/she is duly authorized to execute this Agreement on behalf of Client, and that Client shall be legally bound by it. If Client's counsel is retaining NEW LEAF, such counsel represents that he/she has the authority to bind, and hereby expressly binds, Client to these terms and conditions.

21. **ATTORNEY'S FEES AND COSTS.** The parties to this Agreement agree to bear their own attorneys' fees and costs in connection with any claims or disputes arising out of this Agreement, except that NEW LEAF shall be entitled to recover its reasonable attorneys' fees in connection with any successful collection efforts to recover otherwise undisputed fees from the Client.

22. **LIMITATION OF LIABILITY.** To the fullest extent permitted by law, the total liability in the aggregate, of Consultant and Consultant's officers, directors, employees, agents, and independent professional associates, and any of them, to Owner and any one claiming by, through or under Owner, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to Consultant's services, the project, or this Agreement, from any cause or causes whatsoever, including but not limited to, the negligence, errors, omissions, strict liability, breach of contract, misrepresentation, or breach of warranty of Consultant or Consultant's officers, directors, employees, agents or independent professional associates, or any of them, shall not exceed the greater of the total compensation received by Consultant under this Agreement or the sum of \$100,000.00.

THE PARTIES AGREE THAT NO INDIVIDUAL EMPLOYEE OF THE CONSULTANT SHALL BE LIABLE FOR NEGLIGENCE UNDER OR RELATING TO THIS AGREEMENT.

IN WITNESS WHEREOF, THE PARTIES HAVE ENTERED INTO THIS AGREEMENT THIS ____ DAY OF _____, 20__.

CLIENT NAME: _____

NEW LEAF ENVIRONMENTAL, LLC

Authorized Agent: _____

Printed Name: _____

Signature: _____

Signature: _____

Title: _____

Title: _____

Address: _____

Phone: _____

Email: _____