



CRAIG A. SMITH & ASSOCIATES

21045 Commercial Trail • Boca Raton, FL 33486

CONSULTING ENGINEERS • SURVEYORS • UTILITY LOCATORS

www.craigasmith.com

August 16, 2019

Mr. Christopher Schlageter
City of Pompano Beach
1201 NE 5th Avenue
Pompano Beach, FL 33060

(via email)

**RE: POMPANO BEACH NON SEWER AREA C SANITARY SEWER IMPROVEMENTS
PROFESSIONAL ENGINEERING & SURVEYING SERVICES
CAS PROPOSAL NO. P3863**

Dear Mr. Schlageter:

Craig A. Smith & Associates (CAS) is pleased to submit this proposal to provide professional engineering and surveying services for proposed sanitary sewer improvements to Non Sewer Area C as described by the attached project limits (**Exhibit 1**). This unsewered site area consisting of 27 properties is currently on septic systems and is occupied by numerous auto salvage companies and several small commercial / light industrial properties. CAS has completed an engineering sewer design report for Non Sewer Area C (dated May 1, 2019) that provides recommendations for providing a new wastewater collection system to serve the existing septic system properties in the area. After construction of the new sewer system, these properties can then abandon (by others) their septic systems and connect to the new gravity sewer systems. The identified proposed solutions from the engineering sewer design report include connection to two existing City lift stations (LS#101 and LS#104) and a proposed sanitary sewer lift station that will be located on NW 18 street.

Subsequent to CAS's completion of the May 1, 2019 Non Sewer Area C Engineering Sewer Design Report, the City has indicated that they want to add an additional project area consisting of 11 properties located on the north side of NW 18 Street to the proposed Non Sewer Area C wastewater collection system area. These properties are currently served by numerous private lift stations. The expanded property area for the 11 properties in question are shown in **Exhibit 1**.

The anticipated CAS services in this proposal will include surveying, utility test hole services (by CAS Subconsultant), lift station and gravity sewer design, permitting, bidding and negotiating services, meetings and coordination services, geotechnical engineering services. As noted previously, this proposal will address the proposed improvements within the project limits shown in Exhibit 1 and as discussed in the May 1st sewer design report by CAS. Please note that contractor permits, dewatering permits or NPDES permits are not included in this proposal. Construction management and inspection services during construction are not included in this proposal but can be added as a supplementary agreement to this proposal if requested by the City.

Information to be provided by the CITY:

- As-built, utility atlas and available GIS information for existing utilities within the project area;
- City Standard Details for Construction in CADD format;
- City Front-end Specification Documents in MS Word format;
- Water meter data for existing properties within service area as required;
- Payment of all Permitting Fees

<u>TASK</u>	<u>DESCRIPTION</u>
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SURVEY AND UTILITY LOCATES TASKS

S55 SKETCH AND LEGAL DESCRIPTIONS

Survey will prepare a sketch and description for required utility easements on an as-needed basis. These sketches will be suitable for use as Exhibit "A" (legal description) attached to documents prepared by others.

CAS's fee for Task S55 shall be on a per description basis estimated at \$500.00 per description with an estimated total of 6.

**CAS's fee for Task S55 shall be on a per description basis estimated at
..... \$3,000.00**

S85 PROVIDE UTILITY LOCATES – GPR/EM SERVICES

Provide utility location and verification services within the corridor (described in S86 below). Using AWPAs standards for marking. Electromagnetic induction (EM) will be utilized to perform/verify horizontal locations of existing 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 fee for Task S85 shall be.....\$6,000.00

S86 ROUTE SURVEY

Survey will physically locate all above ground, visible improvements in the east one-half of Powerline Road from NW 16th Street. To the south line of the canal north of NW 18th Street; within the right of way of NW 16th Street from Powerline Road to the eastern Cul-de-sac; within the right of way of NW 18th Street from Powerline Road to the 100 foot canal and the unnamed street running south from NW 18th Street to the Cul-de-sac at the end. A Survey baseline will be established at 100 foot intervals and cross-sections taken at 50 foot intervals in the corridor as described above. Plan view elevations will be shown as relative to National Geodetic Vertical Datum of 1929 at each section and at pertinent points for facilitation of Engineering Design. Trees 4"

or greater will be located and shown. 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 44 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 fee for Task S86 shall be.....\$17,622.00

S87 MAP OF SPECIFIC PURPOSE SURVEY

Add to the Map of Specific Purpose Survey (S86 above) the area north of NW 18th Street and east of Powerline Road, bounded on the north and east be the canal right of way. All building finished floors will be gathered, together with road and parking spot elevations. An attempt will be made to find visible sewer tie-ins to the buildings, as well as clean outs, etc.

CAS's lump sum fee for Task S-87 shall be.....\$4,325.00

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 44 test holes per this request.

CAS's fee for Task S90 shall be on a per hole basis estimated at \$495.00 per hole with an estimated total of 44NTE TEST HOLES (44) \$21,700.00

ENGINEERING DESIGN TASKS

E05 WASTEWATER COLLECTION SYSTEM AND LIFT STATION DESIGN ANALYSIS

Per CAS's completed engineering sewer design report dated May 1, 2019, the proposed improvements included connections to two existing City lift stations (#101 and #104) and one proposed new lift station. The proposed improvements will require CAS to perform an analysis of the wastewater flow requirements for the entire project limits (including the expanded area) based on the anticipated usage. Based on the determined sewer flow requirements, CAS will provide the necessary hydraulic calculations in order to size the pumps, motor and wet well for the proposed lift station and size the gravity sewer lines. Electrical engineering services for the proposed lift station are provided in Task E65B below.

CAS's lump sum fee for Task E-05 shall be.....\$6,720.00

E53A DESIGN ENGINEERING DEVELOPMENT (60% COMPLETE)

Based on the recommendations of the CAS May 1, 2019 sewer design report for Non Sewer Area C and subsequent to completion of the survey, utility locates, design analysis as specified in the Tasks above and upon written authorization to proceed from the CITY, CAS shall prepare Design Engineering Development (60%) level documents as follows:

1. Review information supplied by the CITY and advise the CITY of any additional information, other data, or services that may be required for the completion of the project.
2. Prepare plan and profile drawings of proposed underground piping and show sanitary lateral service locations. The 60% design will be consistent with the schematic design approved by the City in the approved Non Sewer Area C Engineering Design Report dated May 1, 2019 by CAS.
3. Prepare pump station site plan and section views, determine pumping equipment sizing and develop detailed piping plan to include all valves, etc.
4. Assemble catalog cuts for pumps, valves and all other major equipment components.
5. Prepare drawing list for construction documents.
6. Meet with the governmental agencies having jurisdiction over the project in order to define the design criteria and permitting requirements required.
7. Determine anticipated conflicts with existing utilities and potential utility relocations. Identify utility test hole locations at potential conflict locations between the proposed utilities and existing utilities and request test holes to be performed.
8. Commence development of technical specifications for the proposed improvements.
9. Identify the need for any property acquisitions or easements. Coordination with property owners will be done by City.
10. Prepare updated cost estimate for the proposed improvements

11. Submit two (2) sets of 60% construction plans for review by the CITY. The 60% submittal documents will include an Engineer's Opinion of Probable Cost for the proposed 60% construction plans.

CAS'S Lump Sum (LS) Fee for Task E53A shall be.....\$48,650.00

Note: Offsite improvements beyond the project limits described are not included in this proposal.

E53B FINAL ENGINEERING DESIGN (90-100% COMPLETE)

Subsequent to completion of Task E53A (Design Engineering Development - 60% Complete) above and upon written authorization to proceed from the CITY, CAS shall prepare Construction (90%) level documents as follows:

1. CAS will prepare 90% design construction plans, details and technical specification documents to incorporate the general scope, intent and character of work to be furnished.

Detail information shall include:

- Station and offset of sanitary manholes, valves, tees and other appurtenances;
 - Line and grades shall be indicated for the sanitary sewer system;
 - Profiles shall be proposed for each pipeline segment;
 - Rim and invert elevations shall be shown;
 - Sanitary laterals shall be indicated over the sanitary main to the right-of-way;
 - Pump Station Site Plan, Plan, Sections and Details;
 - Proposed design will incorporate test hole information to avoid utility conflicts.
2. CAS shall submit two (2) sets of 90% construction plans and technical specifications to the City for review. The 90% submittal documents will include an Engineer's Opinion of Probable Cost for the proposed 90% construction plans.
 3. After review by the City, revise the 90% construction plans and technical specifications as necessary for permit submittals.
 4. 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.

CAS'S Lump Sum (LS) Fee for Task E53B shall be.....\$48,650.00

Note: 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.

Per CAS's, May 1, 2019 sewer design report for Non Sewer Area C, the proposed sewer improvements for the project area are subdivided into two wastewater collection basins. As a result and as discussed with the Broward County wastewater permitting authority, two separate permit application submittals will need to be made. In addition, due to the proposed improvements on or in the vicinity of Powerline Road (Broward County right of way), a pre-application meeting will be held with Broward County Engineering Division to determine the permitting requirements for the proposed improvements on or near the County right of way.

CAS will use the 90% Design plans as detailed in Task E53B to file for applications with the permitting agencies listed below:

- City of Pompano Beach (Design review)
- Broward County Environmental Protection and Growth Management
Department (FDEP wastewater collection system permit)
- Broward County Engineering Permit (required for any work proposed in County R/W, namely Powerline Road).

CAS'S Fee for Task E61 shall be billed on a time and materials (T&M) at the hourly rates of Consultant's staff assigned to provide services requested by City. NTE \$13,900.00

Note: Construction dewatering (if proposed) or FDEP Notice of Intent - National Pollution Discharge Elimination Systems permitting are considered by CAS as contractor-type permits and shall be made part of the construction contract and the responsibility of the contractor. MOT Design and permitting is not included in this agreement. Permit fees are the responsibility of the CITY and are not included within this agreement.

E54 MEETINGS AND COORDINATION

Attend maximum of three (3) meetings with the CITY at the completion of the 60% 90% and 100% design levels to discuss the CITY review comments and any required revisions. Coordinate with City on providing project updates throughout the duration of the project.

CAS’S Fee for Task E54 shall be billed on a time and materials (T&M) at the hourly rates of Consultant’s staff assigned to provide services requested by City.....NTE \$4,032.00

E15A BIDDING AND NEGOTIATING PHASE

After written authorization to proceed with the Bidding and Negotiating Phase from the CITY, CAS shall:

- 1. Attend Pre-Bid meeting, answer questions raised by contractors and prepare addenda to the Bid Documents needed in order to clarify the scope of the project. Services related to bidder reference checks and verification of bidder qualifications will be provided by the CITY.
- 2. If necessary, CAS shall revise drawings to conform to Addenda indicating revisions by clouding or other acceptable means (drawings will be conformed prior to contract award by the CITY).

CAS’S Lump Sum (LS) Fee for Task E15A shall be.....\$4,704.00

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.....\$10,000.00

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 E65 shall be.....\$4,500.00

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 services listed for the following total lump sum fee, which is the sum of the fees for each phase and its specific work tasks:

<u>SURVEY AND SUBSURFACE UTILITY ENGINEERING TASKS</u>	
SKETCH AND LEGAL DESCRIPTIONS	\$3,000.00
PROVIDE UTILITY LOCATES – GPR/EM SERVICES	\$6,000.00
ROUTE SURVEY	\$17,622.00
MAP OF SPECIFIC PURPOSE SURVEY	\$4,325.00
UTILITY TEST HOLES ("SOFT DIGS")	\$21,700.00
SUBTOTAL	\$52,647.00
<u>ENGINEERING DESIGN TASKS</u>	
WASTEWATER COLLECTION SYSTEM AND LIFT STATION DESIGN ANALYSIS	\$6,720.00
DESIGN ENGINEERING DEVELOPMENT (60% COMPLETE)	\$48,650.00
FINAL ENGINEERING DESIGN (90-100% COMPLETE)	\$48,650.00
PERMITTING SERVICES	\$13,900.00
MEETINGS AND COORDINATION	\$4,032.00
BIDDING AND NEGOTIATING PHASE	\$4,704.00
GEOTECHNICAL ENGINEERING SERVICES	\$10,000.00
LIFT STATION ELECTRICAL DESIGN SERVICES	\$4,500.00
MISCELLANEOUS SERVICES	\$5,000.00
SUBTOTAL	\$146,156.00

GRAND TOTAL (LS and T&M): \$198,803.00

Thank you for your time and effort in supporting this project. Your business is appreciated. Your endorsement of this letter will be understood as CAS's Notice to Proceed with the project.

If there are any questions please feel free to contact Stephen Smith at (954) 815-4111 (email: ssmith@craigasmith.com).

AGREED TO AND ACCEPTED BY:



Stephen C. Smith, P.E.
Senior Vice President

City of Pompano Beach

Signature - Authorized Representative

Printed Name

Date

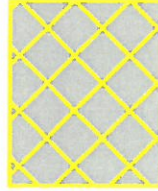
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EXHIBIT 1

Non Sewer Area C Project Limits:



Expanded Non Sewer Area C Project Limits:





Ardaman & Associates, Inc.

Geotechnical, Environmental and
Materials Consultants

AAI Proposal No. 19-P-5356
Revised July 23, 2019

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

Attention: Mr. Frank Vilar, P.E.

**PROPOSAL FOR GEOTECHNICAL ENGINEERING SERVICES
NON SEWER AREA C IMPROVEMENTS
POMPAÑO BEACH, FLORIDA**

In accordance with your request, we are pleased to submit our proposal to perform subsurface explorations and geotechnical studies for the above referenced project. We understand that the project includes sanitary sewer improvements in an area referred to Non Sewer Area C in Pompano Beach, Florida (Section 27, Township 48 South and Range 42 East). The area is approximately 52 acres in size and is bound by Powerline Road on the West, NW 18th Avenue on the East, NW 18th Street on the North and NW 16th Street on the South. Improvements will include 4,000 linear feet of new 8-inch gravity sewer, 1,000 lineal feet of 4-inch forcemain, one lift station and two connections to existing lift stations. Pavements will be restored over the trenches and then the entire pavement limits will be milled and resurfaced. The purpose of this work is to obtain general subsurface soil information so that recommendations can be provided for the geotechnical aspects of the project.

Based on your request, we propose to conduct a visual assessment of the existing pavement conditions and obtain pavement thickness measurements in any locations that are performed through existing pavements. We propose to explore the subsurface condition below explored with ten (10) Standard Penetration Test (SPT) borings to help determine the soil conditions in select areas within the improvement area and below two proposed lift stations. Two borings will be advanced to 25 feet and the remainder of the borings will be advanced to 15 feet. Upon completion of the boring the boreholes will be backfilled with the soil cuttings and restored with asphalt patch (as needed) in any test locations that are advanced through existing pavement.

We have done our best to estimate the required time materials and efforts that are expected to be required for right-of-way construction permits, Maintenance of Traffic (MOT) plans and other items that could be needed. Please note that these costs could fluctuate do to areas where the soils borings are performed, utilities dictating where we can drill, lane closure requirements and other factors.

The soil borings will be performed in general accordance with the procedures recommended in ASTM D-1586. The exfiltration test will be performed in accordance with the methods described in the SFWMD Permit Information Manual, Volume IV. The field work will be performed using a truck-mounted drilling rig 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 3 to 4 weeks after receiving your authorization to proceed.

Based on our knowledge of the project to-date, the estimated cost of our geotechnical services for this project is **\$10,000.00**. Any required permits or MOT services 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 _____ Non Sewer Area C Improvements
Project Location _____ Pompano Beach, Florida
Proposal Number and Date _____ 19-P-5356 / July 23, 2018
Description of Services _____ Geotechnical Engineering
Estimated Fee _____ **Geotech = \$10,000.00;** (MOT costs are estimates only)

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 _____, 2019.

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.

August 15, 2019

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

Re: City of Pompano Beach Lift 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 project drawings and specifications.
2. Request/coordinate electrical service for the site with electric utility representatives.
3. Electrical design, including power and control, for the construction of a new duplex pump station. The pump station control system will be designed in accordance with the National Electrical Code and City of Pompano Beach standard details.

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 AutoCAD drawings using base plan drawings provided by Craig A. Smith.

Our lump sum fee to provide the design phase services described above is \$4,500.

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