

A. J. Hydro Engineering, Inc.
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December 2, 2024

Habitat For Humanity of Broward
Attn: Ms. Nancy Robin, CEO & Executive Director
888 NW 62nd Street
Fort Lauderdale, Florida 33309

Re: **Habitat For Humanity - Pompano Beach** - Roadway Design for NW 1st Street associated with the 6 Unit Single Family Home Project
AJH #: 24_0420

Dear Ms. Robin:

In response to your request (Client), A. J. Hydro Engineering, Inc. (Consultant) is pleased to submit this proposal for Consultant Services for the planning and engineering for the above-referenced project.

I. SCOPE OF SERVICES

A. PRE-CONSTRUCTION ENGINEERING SERVICES

1. SW 1st Street Roadway Plans:

Consultant to prepare final off-site roadway and utility plans and calculations satisfactory to be approved by the City of Pompano Beach Engineering Department. This includes a Paving & Drainage Plan and all details, Pavement markings and Signage Plan, Water & Sewer Plan, SWPPP and any other plans required for engineering plan approval.

\$ 25,000

Notes:

- a) A detailed **Topographic Route Survey** shall be required in order for Consultant to begin the civil engineering plans. This office can direct the surveyor as to the limits of the survey. The cost of this survey shall be the responsibility of the owner.
- b) A **Utility Locations Survey** shall be required in order for the Consultant to complete the civil engineering plans. This includes identifying the exact location and depth of the existing water main on NW 1st street west of the project and on the east side of NW 28th Avenue. This also included any other franchise utilities, such as underground power, fiber optic, etc (if any). This office can direct the **Utilities Location Contractor**. The cost of this survey shall be the responsibility of the owner.
- c) Some tests will be required in order to perform the appropriate engineering computations (ie fire flow test, exfiltration test, etc.). The cost of these tests shall be the responsibility of the owner.

- d) **The initial prints (if required for submission to the City and agencies) are included. Additional prints such as for re-submission, or requests from the developer, contractor, FPL, etc, shall be charged at the rates listed below.**

B. ENGINEERING PERMIT APPLICATIONS (Required for Engineering Permits)

- 1. Consultant shall prepare and apply for all applicable development permits (excluding Tree Removal Permits, Wetland or other Environmental Permits) including, **but not limited to**, the following:
 - a. Broward County EE & PD Surface Water Management Permit (required)
 - b. FDEP Water Distribution Permit (required)
 - c. Broward County EE & PD Sanitary Sewer Collection Permit (if required)
 - d. Broward County Traffic Engineering Department Plan Approval (if required)
 - e. City of Pompano Beach Engineering Department Approvals (required)
 - e. NPDES Stormwater NOI application (if required)

\$ 10,000

C. ENGINEERING INSPECTIONS & CERTIFICATIONS

- 1. Consultant to review and approve shop drawings.
- 2. Consultant to perform inspection of site work for conformance to plans and specifications.
- 3. Water management certifications: Consultant to review as-builts for conformance to plans and specifications and prepare processing packages for submission to required agencies (BC EPD SWM).
- 4. Engineering certifications, paving & drainage: Consultant to prepare package and submit to City of Pompano Beach for final acceptance.
- 5. Engineering certifications, water & sewer: Consultant to prepare package and coordinate with BCEPD and FDEP, submission to agencies for final acceptance.
- 6. Consultant to perform a final walk through inspection upon completion of project.
- 7. Consultant to review density reports.

\$ 12,500

Final Inspection Notes:

- 1. **The above quote assumes that the project is complete once the contractor has completed all of the improvements and the Engineer of Record has certified the water, sewer, BC EPD SWM, SFWMD, and off-site improvements.**
- 2. **The price for inspections is valid for a period of six (6) months from the onset of construction. The onset of construction shall be defined as when the first pipe/structures have been delivered and is being installed. Earthwork shall not count toward the six (6) months, though we will be performing inspections (SWPPP, MOT, etc).**

D. SPECIAL CONDITIONS

- 1. The above quoted prices are based on the project as generally shown on the site plan (+/- 0.9 Acres, Off-site Roadway) as prepared by this office dated November 2024.
- 2. Does not include surveying.
- 3. Any revisions to the site plan and engineering plans by the developer shall be charged hourly according to the attached schedule of fees, or at an agreed upon price.
- 4. Client shall provide Consultant with a boundary and topographic survey appropriate for

- the required engineering design.
5. Not included in this contract are all required plans for submittal to government agencies. Any plans or mylars ordered by the Client, his contractor, etc. will be charged at the attached rates.
 6. Does not include landscape plans, irrigation plans, or architectural plans.
 7. Does not include permit fees, impact fees, processing fees or any other fees or costs imposed by governmental agencies.
 8. All matters in dispute between the parties shall be arbitrated by the American Arbitration Associates, in accordance with the Construction Industry Arbitration Standards.
 9. If, in the event that it becomes necessary to enforce any rights under the provision of this contract, it is hereby agreed that the prevailing party in an action or arbitration shall be entitled to a reimbursement of their attorney's fees, including appellate services.
 10. The parties agree that any arbitration or litigation shall take place in Broward County, Florida.
 11. The parties agree to waive any right to jury trial in regard to any dispute arising under the provisions of this agreement.
 12. Owner shall indemnify and hold harmless Consultant and its officers, directors, partners, employees and agents and Consultants from and against all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused by, arising out of or relating to the presence, discharge, release or escape of Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material at, on, under or from the project site.

II. SERVICES NOT INCLUDED

- A. The Consultant does not have authority over or responsibility for the means, methods, techniques, sequences and procedures of construction selected by the Contractor.
- B. The Consultant is not responsible for safety precautions and programs incidental to the work of the Contractor.
- C. The Consultant is not responsible for any failure of the Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work.
- D. All services not specifically outlined in this contract shall be considered "extra services". Such "extra services" shall commence only upon specific authorization (written contract addendum executed) by the Client, and unless a specific fee is negotiated, will be charged at the following rates:

SCHEDULE OF FEES

Professional Engineer	\$175.00/Hour
Engineer	\$150.00/Hour
Inspector	\$125.00/Hour

E. PRINTING AND MISCELLANEOUS CHARGES NOT INCLUDED

Additional copies of printed material shall be provided at the price listed below. Subcontractor or outside Consultant services will be provided at cost plus 15%.

ITEM	COST
Blueline/Blackline Printing (per sheet) 24" x 36"	\$ 2.50

III. CONTRACT TERMINATION AGREEMENT

Client and Consultant shall have the right to terminate this agreement for any reason whatsoever by giving the other party ten (10) days prior written notice. In the event that this option is exercised, Client shall pay to Consultant all sums due Consultant to the date of termination.

IV. BILLING AND PAYMENT

A. J. Hydro Engineering, Inc. will submit invoices twice each month, during the progress of work under this contract. Payment shall be made within fifteen (15) days on invoices received. Any invoice not paid within thirty (30) days shall incur interest at a rate of one and one-half percent (1.5%) per month. If payment has not been received in forty-five (45) days from the time invoices, the Consultant will cease all work on the project. After sixty days (60) days of non-payment, a lien will be filed.

V. STANDARDS OF SERVICE

The standards of care for all professional engineering and land surveying services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of Consultant's profession practicing under similar conditions at the same time and in the same locality.

We greatly appreciate the opportunity of submitting this proposal to you and if acceptable, please affix the signature of the duly authorized officer in the space provided on the next page and return both copies of this proposal to our office. We shall consider our copy of the approved proposal as a binding agreement upon execution by a duly authorized officer of our firm, and an executed copy will be provided to you.

Respectfully submitted by:
A. J. Hydro Engineering, Inc.

EXECUTION OF CONTRACT

The fees, terms, and conditions & specifications of this contract for Professional Services are acceptable, and A. J. Hydro Engineering, Inc. are authorized to perform the services as specified.

Approval by Client:

BY: _____
NAME DATE

TITLE

Execution by A.J. Hydro Engineering, Inc.:

BY: Howard Jablon 12-02-24
NAME DATE

President
TITLE