

**RESOLUTION NO. 2022- 2907**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A PROJECT AGREEMENT WITH NOVA CONSULTING, INC. TO PROVIDE PROFESSIONAL DESIGN SERVICES FOR THE COLLINS AVENUE WATER MAIN REPLACEMENT DESIGN PROJECT PURSUANT TO THE CONTINUING SERVICES AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES; AUTHORIZING THE EXPENDITURE OF FUNDS IN THE FISCAL YEAR 2023 BUDGET; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to Section 287.055, Florida Statutes (also known as the Consultants' Competitive Negotiation Act), the Town of Surfside (the "Town") entered into a Continuing Services Agreement with Nova Consulting, Inc. ("Consultant") for professional engineering services and such other services executed by the parties on February 18, 2021 (the "CSA"); and

**WHEREAS**, in accordance with the provisions of the CSA, the Consultant and the Town have agreed to enter into a specific Project Agreement (the "Project Agreement"), in substantially the form attached hereto as Exhibit "A," authorizing the Consultant to perform professional engineering services, including design, surveying, geotechnical, permitting, and bid support services (the "Services"), for the Collins Avenue Water Main Replacement Design Project (the "Project"); and

**WHEREAS**, the Consultant's Proposal, attached hereto as Exhibit "B," provides for a scope of services detailing the Services to be provided by the Consultant for the Project, as well as a schedule for performance and compensation for the Services in an amount not to exceed \$340,455.76; and

**WHEREAS**, pursuant to the CSA, the Town Commission wishes to approve the Project Agreement, in substantially the form attached hereto as Exhibit "A," and the Consultant's Proposal, attached hereto as Exhibit "B," and authorize the expenditure of such funds for the Fiscal Year 2023 and subject to budgetary approval; and

**WHEREAS**, the Town Commission finds that this Resolution is in the best interest and welfare of the Town and its residents.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** Each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

**Section 2. Approval of Project Agreement and Proposal.** The Project Agreement, attached hereto as Exhibit "A," and the Consultant's Proposal, attached hereto as Exhibit "B", are hereby approved.

**Section 3. Authorization; Expenditure of Funds in FY 2023 Budget.** Pursuant to the CSA, the Town Manager is hereby authorized to enter into a Project Agreement, in substantially the form attached hereto as Exhibit "A," for the Services consistent with the Consultant's Proposal attached hereto as Exhibit "B," in an amount not to exceed \$340,455.76, subject to the approval as to form and legal sufficiency by the Town Manager and Town Attorney. The expenditure of such funds is authorized for the Fiscal Year 2023 subject to budgetary approval.

**Section 4. Implementation.** The Town Manager and Town Officials are authorized to take any and all necessary action to implement the Services and the purposes of this Resolution.

**Section 5. Effective Date.** This Resolution shall be effective immediately upon adoption.

**PASSED AND ADOPTED** on this 9<sup>th</sup> day of August, 2022.

Motion By: Vice Mayor Rose

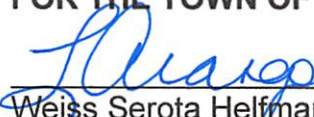
Second By: Commissioner Landsman

Commissioner Fred Landsman	<u>Yes</u>
Commissioner Marianne Meisheid	<u>Yes</u>
Commissioner Nelly Velasquez	<u>Yes</u>
Vice Mayor Jeffrey Rose	<u>Yes</u>
Mayor Shlomo Danzinger	<u>Yes</u>

  
\_\_\_\_\_  
Shlomo Danzinger, Mayor

**ATTEST:**   
\_\_\_\_\_  
Sandra McCready, MMC, Town Clerk

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY  
FOR THE TOWN OF SURFSIDE ONLY:**

  
\_\_\_\_\_  
Weiss Serota Helfman Cole & Bierman, P.L.  
Town Attorney

# **PROJECT AGREEMENT**

Between

**TOWN OF SURFSIDE, FL**

And

**NOVA CONSULTING, INC.**

Project Name: Collins Avenue Water Main Replacement Design Project

## PROJECT AGREEMENT

Between

TOWN OF SURFSIDE, FL

And

NOVA CONSULTING, INC.

Project Name: Collins Avenue Water Main Replacement Design Project

Subject to the provisions contained in the "Continuing Services Agreement for Professional Engineering Services" (hereinafter referred to as the "Continuing Services Agreement") between the **TOWN OF SURFSIDE, FL** (hereinafter referred to as "Town") and **NOVA CONSULTING, INC.**, (hereinafter referred to as "Consultant") dated February 18, 2022, which Continuing Services Agreement was competitively procured through Request For Qualifications (RFQ) No. 2020-06 in accordance with Section 287.955, Florida Statutes, this Project Agreement is made effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2022, and authorizes the Consultant to provide the services as set forth below:

### SECTION 1. SCOPE OF SERVICES

1.1 Consultant shall provide professional engineering services, including design, surveying, geotechnical, permitting, and bid support services, for the **COLLINS AVENUE WATER MAIN REPLACEMENT DESIGN PROJECT** and complete the tasks that are identified and described in the Project Scope of Services and Schedule, attached hereto as Exhibit "1," for the Town (the "Services").

1.2 The Town may request changes that would increase, decrease, or otherwise modify the scope of services outlined under the Project Scope of Services and Schedule, attached hereto as Exhibit "1." Such changes must be contained in a written change order executed by the parties in accordance with the provisions of the Continuing Services Agreement, prior to any deviation from the terms of the Project Agreement, including the initiation of any extra work.

### SECTION 2. DELIVERABLES

2.1 As part of the scope of services and project schedule, the Consultant shall provide the Town the Deliverables identified in the Project Scope of Services and Schedule, attached hereto as Exhibit "1."

### SECTION 3. TERM/TIME OF PERFORMANCE/DAMAGE

3.1 Term. This Project Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect until terminated pursuant to Section 6 or other applicable provisions of this Project Agreement. The Town Manager, in his sole discretion, may extend the term of this Agreement through written notification to the Consultant. Such extension shall not exceed 90 days. No further extensions of this Agreement shall be effective unless authorized by the Town Manager.

3.2 Commencement. Services provided by the Consultant under this Project Agreement and the time frames applicable to this Project Agreement shall commence upon the date provided in a written Notice to Proceed ("Commencement Date") provided to the Consultant by the Town. The Consultant shall

not incur any expenses or obligations for payment to third parties prior to the issuance of the Notice to Proceed. Consultant must receive written notice from the Town Manager prior to the beginning the performance of services.

3.3 Contract Time. Upon receipt of the Notice to Proceed, the Consultant shall provide services to the Town on the Commencement Date, and shall continuously perform services to the Town, without interruption, in accordance with the time frames set forth in the "Scope of Services and Project Schedule", a copy of which is attached and incorporated into this Agreement as Exhibit "1". The number of calendar days from the Commencement Date, through the date set forth in the Project Schedule for completion of the Project or the date of actual completion of the Project, whichever shall last occur, shall constitute the Contract Time.

3.4 All limitations of time set forth in this Agreement are of the essence.

#### SECTION 4. AMOUNT, BASIS AND METHOD OF COMPENSATION

4.1 Compensation. Consultant shall be compensated for the provision of the Services in accordance with Exhibit "1" attached hereto. Consultant shall receive a total lump sum fee of \$340,455.76 for this Project Agreement.

4.2 Reimbursable Expenses. All reimbursable expenses are included in the total compensation listed in Section 4.1 above.

#### SECTION 5. BILLING AND PAYMENTS

##### 5.1 Invoices

5.1.1. Compensation and Reimbursable Expenses. Consultant shall submit invoices which are identified by the specific project number on a monthly basis in a timely manner. These invoices shall identify the nature of the work performed, the phase of work, and the estimated percent of work accomplished in accordance with the Payment Schedule attached hereto as Exhibit "1", attached hereto and made part of this Agreement. Invoices for each phase shall not exceed amounts allocated to said phase plus reimbursable expenses accrued during each phase. The statement shall show a summary of fees with accrual of the total and credits for portions paid previously.

5.1.2. Florida Prompt Payment Act. The Town shall pay the Contractor in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the Town Manager.

5.2 Disputed Invoices. In the event that all or a portion of an invoice submitted to the Town for payment to the Consultant is disputed, or additional backup documentation is required, the Town shall notify the Consultant within fifteen (15) working days of receipt of the invoice of such objection, modification or additional documentation request. The Consultant shall provide the Town within five (5) working days of the date of the Town's notice. The Town may request additional information, including but not limited to, all invoices, time records, expense records, accounting records, and payment records of the Consultant. The Town, at its sole discretion, may pay to the Consultant the undisputed portion of the invoice. The parties shall endeavor to resolve the dispute in a mutually agreeable fashion.

5.3 Suspension of Payment. In the event that the Town becomes credibly informed that any representations of the Consultant, provided pursuant to Subparagraph 5.1, are wholly or partially

inaccurate, or in the event that the Consultant is not in compliance with any term or condition of this Project Agreement, the Town may withhold payment of sums then or in the future otherwise due to the Consultant until the inaccuracy, or other breach of Project Agreement, and the cause thereof, is corrected to the Owner's reasonable satisfaction.

5.4 Retainage. The Town reserves the right to withhold retainage in the amount of ten percent (10%) of any payment due to the Consultant until the project is completed. Said retainage may be withheld at the sole discretion of the Town and as security for the successful completion of the Consultant's duties and responsibilities under the Project Agreement.

5.5 Final Payment. Submission to the Consultant's invoice for final payment and reimbursement shall constitute the Consultant's representation to the Town that, upon receipt from the Town of the amount invoiced, all obligations of the Consultant to others, including its consultants, incurred in connection with the Project, shall be paid in full. The Consultant shall deliver to the Town all documents requested by the Town evidencing payments to any and all subcontractors, and all final specifications, plans, or other documents as dictated in the Scope of Services and Deliverable. Acceptance of final payment shall constitute a waiver of all claims against the Town by the Consultant.

## SECTION 6. TERMINATION/SUSPENSION

6.1 For Cause. This Agreement may be terminated by either party upon five (5) calendar days written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event that Consultant abandons this Agreement or causes it to be terminated by the Town, the Consultant shall indemnify the Town against any loss pertaining to this termination. In the event that the Consultant is terminated by the Town for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 6.2 and the provision of Section 6.2 shall apply.

6.2 For Convenience. This Agreement may be terminated by the Town for convenience upon fourteen (14) calendar days' written notice to the Consultant. In the event of such termination a termination, the Consultant shall incur no further obligations in connections with the Project and shall, to the extent possible terminate any outstanding subconsultant obligation. The Consultant shall be compensated for all services performed to the satisfaction of the Town and reimbursable expenses incurred prior the date of termination. In such event, the Consultant shall promptly submit to the Town its invoice for final payment and reimbursement which invoice shall comply with the provisions of Section 5.1. Under no circumstances shall the Town make payment of profit to the Consultant for services which have not been performed.

6.3 Assignment upon Termination. Upon termination of this Project Agreement, a copy of all work product of the Consultant shall become the property of the Town and the Consultant shall within ten (10) working days of receipt of written direction from the Town, transfer to either the Town or its authorized designee, a copy of all work product in its possession, including but not limited to designs, specifications, drawings, studies, reports and all other documents and data in the possession of the Consultant pertaining to this Project Agreement. Upon the Town's request, the Consultant shall additionally assign its rights, title and interest under any subcontractor's agreements to the Town.

6.4 Suspension for Convenience. The Town shall have the right at any time to direct the Consultant to suspend its performance, or any designated part thereof, for any reason whatsoever, or without reason, for a cumulative period of up to thirty (30) calendar days. If any such suspension is directed by the Town the Consultant shall immediately comply with same. In the event the Town directs a suspension of performance as provided herein, through no fault of the Consultant, the Town shall pay the Consultant as full compensation for such suspension the Consultant's reasonable cost, actually incurred and paid, of demobilization and remobilization.

**IN WITNESS WHEREOF**, the parties hereto have caused this Project Agreement to be executed the day and year as first stated above

**TOWN:**

**ATTEST:**

**TOWN OF SURFSIDE, FLORIDA, a  
Florida Municipal Corporation**

\_\_\_\_\_  
TOWN CLERK

By: \_\_\_\_\_  
Andrew Hyatt, Town Manager

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

**APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY:**

\_\_\_\_\_  
TOWN ATTORNEY

**CONSULTANT:**

**NOVA CONSULTING, INC.**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**WITNESSES:**

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

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



**EXHIBIT "1"**

**PROJECT SCOPE OF SERVICES AND SCHEDULE AND  
PAYMENT SCHEDULE**



**VIA EMAIL**

June 22, 2022

Mr. Hector Gomez – Assistant Director Public Works Division

Town of Surfside

9293 Harding Ave

Surfside, FL 33154

*Re: Proposal for Engineering Services for the replacement of approximately 5,920 LF of 8-inch pipe with 12-inch piping along from the intersection of Harding Avenue and 87th St., then North along Harding Avenue and east along 88th St. to Collins Avenue (SR A1A) and North along Collins Avenue to 96th St., in Surfside, Florida.*

Dear Mr. Gomez:

Nova Consulting, Inc. (**NOVA**) is pleased to submit this proposal for professional engineering services, including Design, Surveying, Geotechnical, Permitting and Bid Support Services, for the above referenced watermain replacement project.

#### **PROJECT DESCRIPTION**

The Town of Surfside (**TOWN**) has identified the need to replace approximately 5,900 linear feet of 8-inch cast iron (CI) pipe with 12-inch Polyvinyl Chloride (PVC C-900) pipe from the intersection of Harding Avenue and 87th St., then North along Harding Avenue and east along 88th St. to Collins Avenue (SR A1A), and North along Collins Avenue (SR A1A) to 96th St., Surfside, Florida. Refer to "**Attachment A**" for the watermain replacement corridor and project location.

The existing 8-inch CIP watermain pipe(s) along Collins Avenue (SR A1A) is over 80 years old, and it is reaching the end of its expected service life (of 80 to 100 years). In addition, coastal watermains are impacted by geological and environmental factors, such as saltwater intrusion and operating conditions, which can deteriorate the pipe materials. Oxidated / corroded cast iron pipes can lead to a reduction in capacity by a decrease in internal diameter and potential collapse of pipes.

The project is required to improve water service reliability to consumers. It is also essential to improve the water quality in the area by converting the existing water system from branch to a loop configuration. The loop system will reduce problems associated with water stagnation, minimize adverse reactions with the pipe walls, and provide an alternate water supply point of connection. In addition, the proposed watermain upgrade project will include the installation of new fire hydrants and water service laterals along the Public Right-of-Way, as required. The project will positively impact the community's fire protection system which will enhance its operation and minimize system failures.

#### **SCOPE OF SERVICES**

**NOVA** will provide the **TOWN** with the following services with regards to the replacement of existing 8-inch pipe with approximately 5,920 LF of 12-inch PVC C-900:

# Nova Consulting

Mr. Hector Gomez, Assistant Director of PW, Town of Surfside, FL  
Collins Ave (SR A1A) Watermain Replacement Project  
June 22, 2022  
Page 2 of 9

- Task 1: Project Initiation & Data Collection, Topographic Survey/Soft Digs & Geotechnical Investigation.
- Task 2: Engineering Design & Permitting Services
- Task 3: Bid Phase Support Services

Services during construction, i.e., Engineering during Construction (Review of RFIs, Shop drawings, etc.), Construction Engineering and Inspection and Construction Administration are not included in this proposal and will be added either through an amendment or a separate work order authorization when the project is close to construction.

## **TASK 1 - DATA COLLECTION, TOPOGRAPHIC SURVEY & GEOTECHNICAL INVESTIGATION**

This task includes the project initiation and consists of site investigations, data collection, topographical survey, soft dig coordination, geotechnical investigation, and report. **NOVA** will mobilize a team to perform a site reconnaissance of the site to verify existing conditions.

### **Task 1.1 – Kick Off Meeting & Data Collection**

A kick-off meeting will be coordinated with the **TOWN's** Public Works Division. The purpose of the kick-off meeting will be to confirm the **TOWN's** goals and objectives, identify roles and responsibilities, determine communication protocols for the project team members, identify stakeholders, list critical elements to be evaluated in the conceptual design, discuss the overall project work plan, deliverables, project schedule and milestones.

As part of this task **NOVA** will conduct a site reconnaissance of the site to verify existing conditions and will contact Sunshine One Call and applicable utilities and regulatory agencies. **NOVA** will identify existing utilities utilizing available information collected from the **TOWN** and other utilities.

**NOVA** will collect and review existing data and relevant available material obtained from the **TOWN** including:

- Confirmation of the pipe route and project boundaries
- As- Built records
- CAD Standard Design Guidelines
- Mapping and GIS layers
- Existing utility information
- Specific tie-in locations and tie-in requirements
- Road moratorium status

### **Deliverables:**

- Kick-off Meeting Agenda and summary (via electronic delivery)
- Existing Utility Documentation Tracking form (via electronic delivery)

# Nova Consulting

*Mr. Hector Gomez, Assistant Director of PW, Town of Surfside, FL  
Collins Ave (SR A1A) Watermain Replacement Project  
June 22, 2022  
Page 3 of 9*

## **Task 1.2 - Land Survey and Sub-surface Exploratory Digs**

**NOVA** will retain the services of a land surveying company (**Longitude, PLS**) to provide a topographic survey of the project in accordance with the State of Florida Standards of Practice for Land Surveying and Mapping for the development of construction plans for the preliminary and final design documents.

The survey will be supplemented, as required, with up to thirty (30) subsurface exploratory digs where utility conflicts have been identified as the design develops. Please refer to “**Attachment B**” for the Topographical Survey Scope of Work and level of effort.

### **Deliverables:**

- The survey will be signed and sealed by a Florida Registered Professional Land Surveyor. The complete Survey shall be provided to the **TOWN** on or before the completion of the 30% Design phase.

## **Task 1.3 Geotechnical Investigations and Report**

**NOVA** will retain and coordinate the services of a professional geotechnical company, Professional Service Industries, Inc. (**PSI**), to obtain information on the physical properties of soils for the proposed infrastructure construction along the watermain route.

Please refer to “**Attachment C**” for the geotechnical investigation scope of work and level of effort.

Upon completion of the geotechnical investigation, the report will be included as part of the Technical Specifications of the project.

### **Deliverables:**

- The geotechnical investigation and report will be signed and sealed by a Florida Registered Professional Engineer. The final signed and sealed geotechnical report shall be provided to the **TOWN** on or before the completion of the 30% Design phase.

## **TASK 2 - ENGINEERING DESIGN & PERMITTING SERVICES**

**NOVA** will develop the Construction Documents (Design Plans and Technical Specifications) and submit permitting applications as part of this phase as follows:

### **Task 2.1 - 30% Design Submittal**

**NOVA** shall prepare “30% Design Documents” for the Project for the review and approval by the **TOWN**. The 30% Design submittal shall consist of plans and other documents illustrating the scale and relationship of project components including:

- 1) Location plan and vicinity map
- 2) Routing showing pipe route options (preliminary pipeline horizontal and vertical alignment)

# Nova Consulting

Mr. Hector Gomez, Assistant Director of PW, Town of Surfside, FL  
Collins Ave (SR A1A) Watermain Replacement Project  
June 22, 2022  
Page 4 of 9

- 3) Identification of existing utilities and tracking table
- 4) Identification of any permanent and temporary easements, if required
- 5) Pipe material selection
- 6) Topographic Site Survey
- 7) 30% Design Submittal drawings (refer to "**Attachment D**" for List of Plans)
- 8) Geotechnical Report
- 9) Identification of demolition and pavement restoration limits
- 10) Identification of valve types and tie-in locations
- 11) Existing and proposed (if any) fire hydrant locations
- 12) Identification of lateral water service replacements and new water meters, as required, within the limits of the Public Right-of-Way (scope of work definition only).
- 13) Location of Tie-Ins to existing water distribution system
- 14) Identification of Utility Conflicts
- 15) Progress Design Schedule (in MS Project format)
- 16) Project AACE Class 3 Opinion of Probable Construction Cost (OPCC) based on the 30% design
- 17) Preliminary Permitting Requirement Matrix (list of controlling agencies of permit requirements)
- 18) List of technical Specifications (Table of Contents).
- 19) Preliminary coordination with regulatory agencies (DERM/FDEP/DOH) for confirmation of variance with respect to horizontal separation with existing sanitary sewer, if required

A 30% Design Review Workshop conference call will be conducted with the **TOWN** once the 30% design has been submitted.

## **30% Deliverables:**

- Provide 30% Design Plans as follows:
  - Two (2) Copies, 24" x 36" Design Plans
  - Four (4) Copies, 11" x 17" Design Plans
  - Preliminary Engineering Report (FER) in PDF and MS WORD format
  - Outline of Technical Specifications
- Route Survey
- Geotechnical Report
- Updated Design Schedule (PDF Format)
- Class 3 Engineer's Opinion of Probable Construction Costs
- Permitting Matrix in PDF format (via electronic delivery)
- Draft and Meeting Summary of the 30% Design Workshop and presentation

# Nova Consulting

*Mr. Hector Gomez, Assistant Director of PW, Town of Surfside, FL  
Collins Ave (SR A1A) Watermain Replacement Project  
June 22, 2022  
Page 5 of 9*

## **Task 2.2 – 90% Design Submittal**

**NOVA** shall prepare “90% Design Documents” for the Project for the review and approval by the **TOWN**. The 90% Design Submittal will include the following:

- 1) Copy of the **TOWN's** Comments and Responses from 30% Submittal Review
- 2) Update and finalization of horizontal and vertical alignments
- 3) Updated Technical Specifications using the **TOWN's** standard specifications. The **TOWN** will provide **NOVA** with this template at the onset of the project.
- 4) 90% Design Submittal drawings (refer to “**Attachment D**” for List of Plans)
- 5) Class 2 OPCC based on the 90% design
- 6) Pavement restoration limits
- 7) Technical Specifications
- 8) Updated Design Schedule and preliminary Construction Schedule and Phasing
- 9) MOT plans, if required for permitting

A 90% Design Review Workshop conference call will be conducted with the **TOWN** once the 90% design has been submitted.

### **90% Deliverables:**

- Provide 90% Design Plans and Technical Specifications as follows:
  - Up to two (2) copies, 24” x 36” Design Plans
  - Four (4) copies, 11” x 17” Design Plans
  - One (1) USB Drive with the electronic files mentioned above (in PDF format)
  - Technical Specifications in Word and PDF format
- Updated Design and preliminary Construction Schedule (PDF and MS Project format)
- Updated Opinion of Probable Construction Cost (in Excel format)
- Permitting applications (draft), including the anticipated permit fees
- Draft and Meeting Summary of the 90% Design Workshop and presentation.

## **Task 2.3 – Permitting Services**

**NOVA** will prepare the Regulatory Permit Packages and obtain applicable signatures once the 90% submittal (Permit Dry Run Submittals) has been reviewed and approved. Permit fees shall be paid by the **TOWN**.

**NOVA** will submit the Permit Packages and related permit fees (applicable to each package) to the **TOWN** for signatures and to issue checks to the permitting agencies. **NOVA** will submit the Permit Packages and related permit fees checks to the respective permitting agencies and respond to RFIs the agencies may have. Up to one (1) round of RFI responses and one (1) meeting with the Regulatory Agencies are assumed for budgetary purposes.

### **Deliverables:**

- Permit application packages and log in PDF format (via electronic delivery)
- Responses to Requests for Additional Information (RAIs), if needed- in PDF format (via electronic delivery)

# Nova Consulting

Mr. Hector Gomez, Assistant Director of PW, Town of Surfside, FL  
Collins Ave (SR A1A) Watermain Replacement Project  
June 22, 2022  
Page 6 of 9

## Task 2.4 – 100% Design Submittal

**NOVA** will develop the 100% drawings and technical specifications based on comments from the 90% Design Review and the permitting process. The completed documents will be submitted to the **TOWN**.

### Deliverables:

- Copy of the **TOWN**'s Comments and Responses from 90% Submittal Review
- Permit documents: Public Works and Waste Management Department (if applicable), MD-RER, Health Department, and applicable building department, FDOT, and approved Construction Plans (if required)
- Electronic copies of the geotechnical report (as provided by others), survey, engineering drawings, construction specifications and calculations (Submit all MS Word, MS Excel, PDFs, CADD files associated with the project)
- Final Design Schedule and Tentative Construction Schedule and Phasing
- Final Opinion of Probable Cost based on the 100% design (in Excel and PDF format)
- Bid Package containing:
  - Approved 100% Construction Plans (Four (4) copies of 24" x 36")
  - Approved 100% Construction Plans (Four (4) copies of 11" x 17")
  - Master Specifications Book (one (1) original unbound and four (4) copies, bound)
  - One (1) USB Drive with 100% Construction Plans (CADD files and PDF format)
  - One (1) USB Drive with Master Specifications Book (Word and PDF format)
  - Front end documents to be provided by the **TOWN**
  - Signed and Seal Geotechnical Report (one (1) copy)

## TASK 3 - BID PHASE SUPPORT SERVICES

**NOVA** will attend one (1) pre-bid conference and collect all questions and requests for additional information.

### Deliverables:

- Attendance at pre-bid meeting
- Attendance at mandatory site visit, if required
- Compilation of list of questions during the Pre bid Conference and site visit

The **TOWN** will conduct and complete the Bid Tabulation Evaluations without Nova's assistance.

## SCHEDULE

The Design for this project, including the surveying and geotechnical work efforts, are anticipated to be completed in twelve (12) months from Notice to Proceed. Bid Phase is estimated to extend three (3) months after final design. Refer to "Attachment E", Design Schedule for additional information.

## COMPENSATION

# Nova Consulting

Mr. Hector Gomez, Assistant Director of PW, Town of Surfside, FL  
 Collins Ave (SR A1A) Watermain Replacement Project  
 June 22, 2022  
 Page 7 of 9

Nova agrees to provide the above Scope of Services for a lump sum amount of \$ 340,205.76 as detailed below. Payment requests shall be submitted on a monthly basis based on percentage of work completed.

The engineering fees for the Scope of Services under this work order are listed in the tables below.

Task	Description	Payment Method	Total Fees
1.1	Kick Off Meeting & Data Collection	Lump Sum	\$ 21,379.50
1.2	Topographic Survey + Exploratory Digs	Lump Sum	\$ 90,700.00
1.3	Geotechnical Investigation and Report (PSI)	Lump Sum	\$ 27,529.55
2.1	30% Design Submittal	Lump Sum	\$ 79,366.40
2.2	90% Design Submittal	Lump Sum	\$ 77,674.84
2.3	Permitting Services	Lump Sum	\$ 9,968.44
2.4	100% Design Submittal	Lump Sum	\$ 19,937.79
3.0	Bid Phase Support Services	Lump Sum	\$ 11,399.24
	<b>Sub-Total</b>		<b>\$337,955.76</b>
	Permitting Fees and Reproductions (Reimbursables Allowance)	Reimbursable Expenses	\$2,500.00
<b>GRAND TOTAL</b>			<b>\$ 340,455.76</b>

## UNDERSTANDINGS

- **NOVA** will reasonably rely upon the information and data provided by the **TOWN of Surfside (TOWN)**, governmental/regulatory agencies, utilities, or from generally acceptable sources within the industry.
- Technical specifications will be prepared in Word format and will follow the **TOWN's** Standard Construction Specifications.
- Division 1 specifications containing administrative requirements will be provided by the **TOWN**.
- Reproduction and distribution of documents beyond those included in this report will be performed by the **TOWN**.



# Nova Consulting

*Mr. Hector Gomez, Assistant Director of PW, Town of Surfside, FL  
Collins Ave (SR A1A) Watermain Replacement Project  
June 22, 2022  
Page 8 of 9*

- This proposal assumes that submittal review commentary items that can significantly impact the design plans and technical specifications (i.e., proposed equipment, materials and pipeline alignment/location/features/appurtenances/etc.) shall be provided during the 30% Review. Due to this, significant revisions or addition requests, received after the approval of the 30% submittal, maybe subject to supplemental services that are not included in this proposal.
- The **TOWN** will process, obtain, and provide temporary or permanent easements, as required.
- The **TOWN** will provide all available survey data, record drawings (i.e., As-Builts), and historical information.
- This scope of work does not include Services during Construction, i.e., Engineering during Construction (Review of RFIs, Shop drawings, etc.), Construction Engineering and Inspection and Construction Administration are not included in this proposal and will be added either through an amendment or a separate work order authorization when the project is close to construction.
- The **TOWN** will provide consolidated review comments two (2) weeks after each design submittal.
- Environmental services are not included in this scope of work or fee. Environmental Site Assessments (Phase 1/Phase 2), if required, will be performed, and compensated as a separate effort.
- It is assumed that there is no existing contamination or wetlands within the project limits. Contamination or wetlands mitigation (if any) is not a part of this proposal.
- **NOVA** is only responsible for the safety of its employees and is not responsible for any other third party.
- This proposal excludes public outreach services.
- **NOVA** will provide project information at request of the **TOWN**.
- The presence or duties of **NOVA** personnel at a construction site do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction Contract Documents, and any health or safety precautions required by such construction work.
- Bid contract package is the responsibility of the **TOWN**. **NOVA** will assist as part of the Bid Phase services.

## **EXCLUSIONS**

- **NOVA** will not perform easement delineations, prepare legal instruments, including survey, property record searches, sketches and legal descriptions, for the acquisition of any easements, permanent or temporary, for the proposed Water main alignment. It is assumed that the existing easement will be sufficient for the proposed project improvements.
- **NOVA** will not be responsible for legal, land use / zoning / platting, public outreach, or environmental mitigation services.

## Nova Consulting

Mr. Hector Gomez, Assistant Director of PW, Town of Surfside, FL  
Collins Ave (SR A1A) Watermain Replacement Project  
June 22, 2022  
Page 9 of 9

- **NOVA** assumes there is no water distribution and transmission modeling efforts required for the proposed water main replacement project.
- Warranty services are not included in this proposal.
- **NOVA** is not responsible for any delays caused by permitting or regulatory agencies or third parties.
- Attendance and preparation of presentations for public hearings are not included in this scope.
- All Public Outreach services shall be provided by the **TOWN**. Public Outreach services are not included in this scope of work or fee.
- The MOT included in this scope and fee is limited to one (1) selected watermain alignment within the project limits for permitting purposes only. Detailed MOT plans per each phase of construction are not included in this scope of services and fee. Detailed MOT plans shall be developed by the Contractor as part of his/her Means and Methods of construction and MOT permit application. Any additional work will constitute a task revision which will require the **TOWN's** approval in advance.
- **NOVA** will not prepare any landscape plans for any potential areas affected by construction of watermain, water services, or fire line connections.

We trust this proposal is satisfactory to you and we look forward to your prompt approval followed by your issuance of our Notice to proceed. If you have any questions or comments regarding this proposal, please do not hesitate to contact us at (305) 436-9200 or at [jprieto@nova-consulting.com](mailto:jprieto@nova-consulting.com).

Very truly yours,

**NOVA CONSULTING, Inc.**



---

Juan C. Prieto, P.E.  
Sr. Vice President – Operations

Enclosures:

- Attachment A- Project Location
- Attachment B- Surveyor Proposal (Longitude)
- Attachment C- Geotechnical Investigations Proposal (PSI- Intertek)
- Attachment D- List of Plan Sheets

**Town of Surfside, FL  
Collins Avenue (SR A1A) Watermain Replacement  
Design, Permitting & Bidding Support Scope of Work**

**LIST OF ATTACHMENTS**

**Collins Ave. (SR A1A)**

**Watermain Replacement Project**

<b>Attachment</b>	<b>Description</b>
<b>A</b>	Project Location
<b>B</b>	Topographical & Surveying Services Scope of Work and LOE (Longitude)
<b>C</b>	Geotechnical Investigation – Scope of Work and LOE (PSI)
<b>D</b>	List of anticipated Plan Sheets
<b>E</b>	Project Schedule: Design & Permitting

**Town of Surfside, FL  
Collins Avenue (SR A1A) Watermain Replacement  
Design, Permitting & Bidding Support Scope of Work**

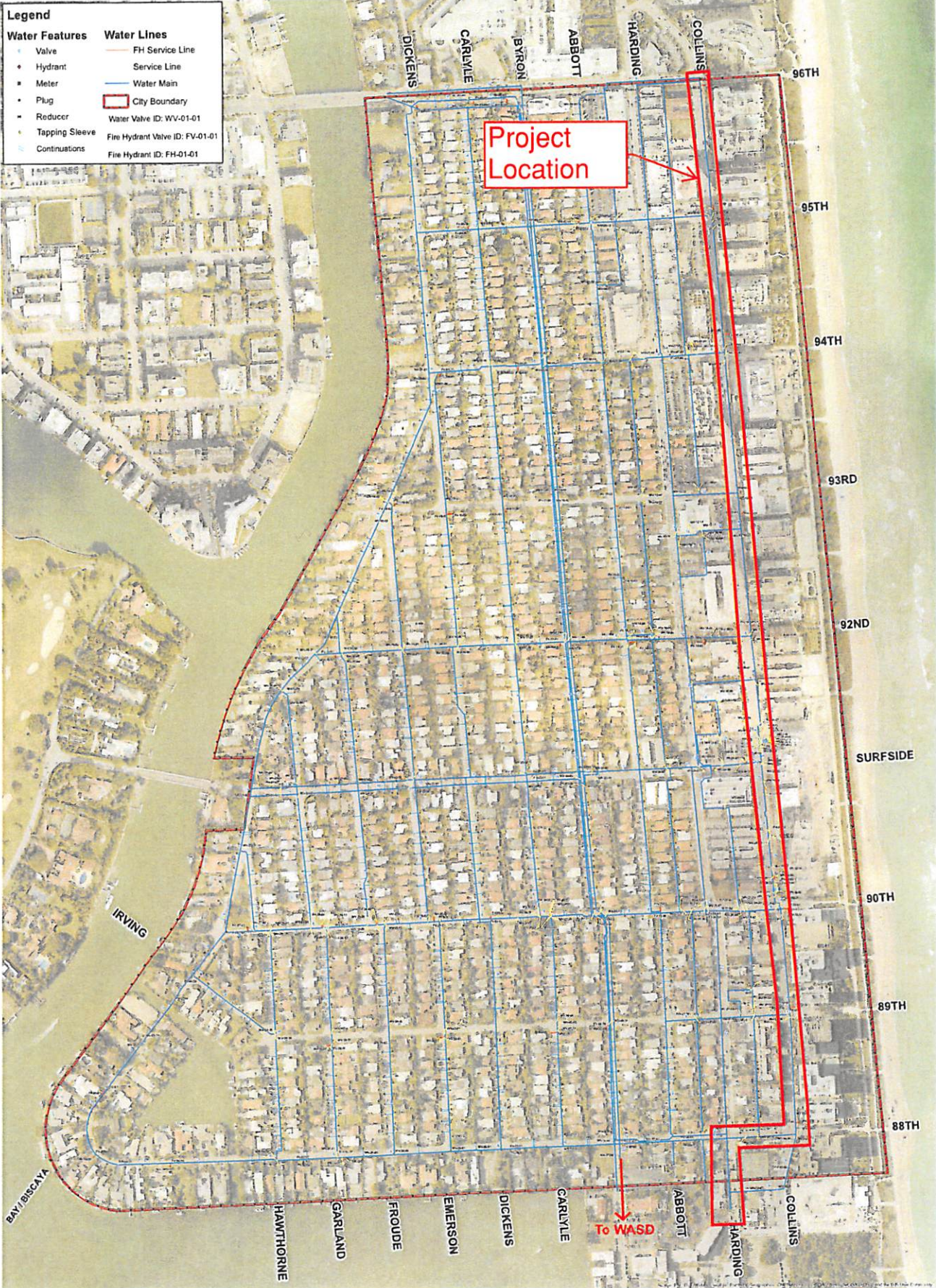
**Attachment A**

**PROJECT LOCATION**

**Collins Ave. (SR A1A)**

**Watermain Replacement Project**

Legend	
Water Features	Water Lines
• Valve	— FH Service Line
• Hydrant	— Service Line
• Meter	— Water Main
• Plug	▭ City Boundary
• Reducer	Water Valve ID: WV-01-01
• Tapping Sleeve	Fire Hydrant Valve ID: FV-01-01
• Continuations	Fire Hydrant ID: FH-01-01



## Town of Surferside Water Utilities

Print Date: 6/5/2018



Attachment A

**Town of Surfside, FL  
Collins Avenue (SR A1A) Watermain Replacement  
Design, Permitting & Bidding Support Scope of Work**

**Attachment B**

**Topographical & Surveying**

**Scope of Work & LOE**

**Collins Ave. (SR A1A)**

**Watermain Replacement Project**



Friday, September 24, 2021

VIA EMAIL: [Sbaltodano@nova-consulting.com](mailto:Sbaltodano@nova-consulting.com)

**Sergio A. Baltodano**  
Senior Project Engineer  
Nova Consulting  
10486 NW 31<sup>st</sup> Terrace  
Doral, FL 33172

**RE:** Surveying and Mapping services for a portion of Harding and Collins Ave. starting 180 feet north of Harding Ave. intersection with 86<sup>th</sup> St.; northeast on Harding to 88<sup>th</sup> St.; East on 88<sup>th</sup> St. to intersection with Collins Ave. north on Collins Ave. to 96<sup>th</sup> St. Also includes 87<sup>th</sup> St. from Harding to west R/W of Collins and an Alley intersecting 87<sup>th</sup> St. coverage extending 155 feet south from centerline of 87<sup>th</sup> St down Alley.

Dear Mr. Baltodano:

Pursuant to your request for Surveying services for the above-referenced Project, Longitude Surveyors LLC (LS) is pleased to submit the following proposal for your consideration. This proposal is based on EXHIBIT A the limits for Bay Dr., Collins Ave. and Harding Ave. provided by Nova Consulting along with the SURFSIDE Technical Memorandum for the project made a part hereof.

<b>Scope of Work:</b>	<b>LUMP SUM</b>
❖ Establish horizontal and vertical control on Harding and Collins Ave. 6,500-ft. or 1.23 mi. Setting secondary control for an additional 900 feet of sides street surveys. LS will set horizontal control at 1000 to 1400-ft intervals. Benchmarks will be set every 600 to 800-ft. intervals. Datums: NGVD 1929 for vertical and NAD 83/2011 adjustment horizontal.	\$6,800.00
❖ Provide right of way survey based on County and FDOT right of way (R/W) maps and plats for Harding and Collins Ave. Includes side streets.	\$7,400.00
❖ Provide topographic survey according to MDWASD standards R/W to R/W plus five (5) feet outside the R/W lines. Also includes fifty (50) feet on intersecting side streets. Coverage on side streets is measured from PT or PC of curbing or pavement edge on side street.	\$36,000.00
❖ Provide graphically drawn property lines based on found corners and plats. This includes calculation to accurately represent the correct position of property lines without doing a boundary survey for each property.	\$10,900.00
❖ Provide Quality Level "B" Subsurface Utility Engineering (SUE) This will include required 811 ticket and arrowing needed to perform Quality Level "A" services.	\$8,100.00
❖ Provide Quality Level "A" SUE Soft digs at thirty (30) utility impact sites. This Includes maintenance of traffic (MOT) plans permitting through FDOT to perform Soft digs.	\$21,500.00

**Survey Limits:**

Starting 180 feet north of Harding Ave. intersection with 86<sup>th</sup> St.; northeast on Harding to 88<sup>th</sup> St.; East on 88<sup>th</sup> St. to intersection with Collins Ave.; north on Collins Ave. to 96<sup>th</sup> St. Also includes 87<sup>th</sup> St. from Harding to west R/W of Collins and an Alley intersecting 87<sup>th</sup> St. coverage extending 155 feet south from centerline of 87<sup>th</sup> St.

**Deliverables:**

Longitude Surveyors will provide certified pdf surveys with digital backups of the Right of Way and Topographic survey with graphic property lines.



**Time Frame**

Longitude Surveyors will provide the above services in ninety (90) days from Notice to Proceed. If both Bay Dr. and Collins Ave. are both given NTP at same time it will be one-hundred and twenty (120) days from NTP. These are buisness days

**Qualifications:**

County and/or Municipality Fees are not included in this Proposal and are the Client's responsibility. Rule of Law: All field and office efforts in connection with this project will be performed in strict accordance with the applicable provisions of the "Minimum Technical Standards for Land Surveying in the State of Florida ", pursuant to Chapter 5J-17 Florida Administrative Code. Requests for service not specifically enumerated in this Proposal will be addressed via separate response. LS will request written approval prior to performing any additional work. All survey work to be done in U.S. feet. Our ability to perform is and will be completely influenced by the Client's ability to make the site available and to eliminate any and all conditions that may interfere with Longitude's ability to furnish services, and weather conditions. LS will require a 24-hour, prior written notice before field work can be performed. This notice should be sent via facsimile or email to Longitude. This Proposal does not include any permit fee nor plans processing fees assessed by the applicable government agency. This Proposal does not include construction inspections or certifications for construction completion. Horizontal control points shall be referenced to the Florida State Plane Coordinate System, North American Datum of 1983 adjusted to original survey adjustment.

**A. Payment:**

Payment is due after Longitude's completion of the task, and upon receipt of LS's Invoice. It is understood that this Proposal is entered into between Longitude and the Client. LS's failure to strictly enforce any provision in this Proposal shall NOT be construed as a modification or amendment of the Proposal's terms, specifically these payment terms, unless otherwise agreed to in writing by Longitude. LS's receipt of this Proposal, signed by Client, constitutes Client's acceptance of these terms. The Client's signature shall also constitute a notice for Longitude to proceed with its Scope of Services. In the event LS is required to enforce any terms of the Contract, Client agrees to pay to Longitude all reasonable attorneys' fees and costs incurred, whether suit is filed or not, including attorneys' fees on appeal. Past due payments under this Proposal are subject to a 1.5% interest per month. For special consideration, the Client agrees that LS's liability for this Project, irrespective of the cause, shall be limited to the amount of the Professional Fees Client pays to Longitude. Both LS and the Client may terminate this Proposal after ten (10) days written notice, and upon Client's payment to Longitude of all outstanding fees and expenses incurred by LS through the date of such written notice.

I understand and agree by signing below "I APPROVE AND ACCEPT" this Proposal as a legal binding contract.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_ Title: \_\_\_\_\_  
(Typed or printed name)

On behalf of the firm, I thank you for the opportunity to present this Proposal. We look forward to utilizing our best professional efforts on your behalf on this very important Project.





Respectfully Yours,

*Eduardo M. Suarez*

Eduardo M. Suarez, PSM/President

**Town of Surfside, FL  
Collins Avenue (SR A1A) Watermain Replacement  
Design, Permitting & Bidding Support Scope of Work**

**Attachment C**

**Geotechnical Investigation**

**Scope of Work & LOE**

**Collins Ave. (SR A1A)**

**Watermain Replacement Project**

September 22, 2021

**Nova Consulting**  
2780 SW Douglas Road, Suite 302  
Miami, FL 33133

Attn: Mr. Sergio A. Baltodano – Senior Project Engineer  
(305) 436-9200  
sbaltodano@nova-consulting.com.com

Re: Proposal for Geotechnical Engineering Services  
**Watermain Replacement for Collins Avenue**  
**Collins Avenue**  
**Surfside, Florida 33154**  
PSI Proposal No. 0397-092021

Dear Mr. Baltodano:

**Professional Service Industries, Inc. (PSI), an Intertek company,** is pleased to submit a proposal to conduct a geotechnical exploration and report for the proposed Watermain Replacement for Collins Avenue in Surfside, Florida. PSI thanks you for the opportunity to propose these geotechnical services and looks forward to being part of the design team. A review of project information, along with a proposed scope of services, schedule and fee are provided below.

Google Earth aerial photographs (2021) of the site vicinity and project area shown in red are shown below:

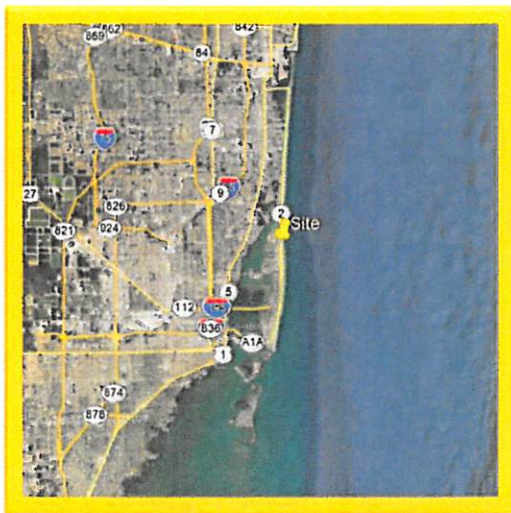


FIGURE-2: SITE VICINITY

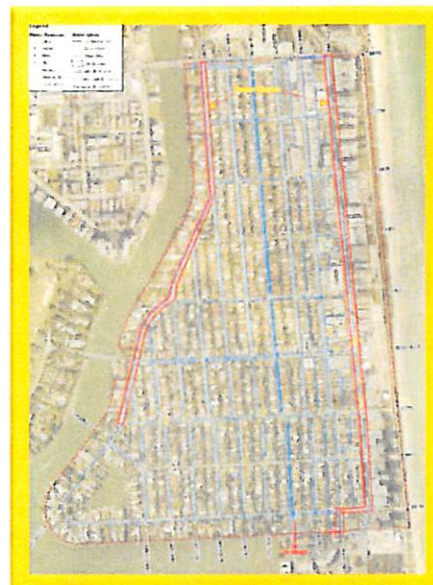


FIGURE-1: PROJECT AREA



## **PROJECT UNDERSTANDING**

Based on PSI's review of the project information provided within Mr. Sergio A. Baltodano's email, sent on September 17, 2021, a summary of our understanding of the proposed project is provided below in the following Project Description table.

**TABLE 1: PROJECT DESCRIPTION AND PROPOSAL BASIS**

<b>Project Items</b>	Replacement of 5,500+ LF of piping along Collins Avenue in Surfside, FL.
----------------------	--

The following table provides a generalized description of the existing site conditions based on available information.

**TABLE 2: SITE DESCRIPTION**

<b>Site Location</b>	Latitude: 25.879933°; Longitude: -80.122040°
<b>Site History</b>	Based on our review of Google Earth Pro Aerial Photographs from 1995 through 2021, the site appears to have been developed with the existing road.
<b>Existing Site Ground Cover</b>	Asphalt pavement.
<b>Site Boundaries/Neighboring Development</b>	North boundary: 96 <sup>th</sup> Street. East boundary: Existing residential buildings. West boundary: Existing residential buildings. South boundary: 86 <sup>th</sup> Street and intercoastal.
<b>Site Access</b>	Site appears to be accessible to truck-mounted drilling equipment.

Should the above information be inconsistent with planned construction, Mr. Baltodano should contact the PSI office and allow necessary modifications to be made to the proposal.

## **SCOPE OF SERVICES**

The geotechnical engineering scope of services will include the following items.

- Desktop review of generally available public information, i.e., NRCS, USGS databases.
- Field exploration consisting of drilling and sampling of the subsurface materials and observation of current groundwater levels at the site.
- Laboratory testing of the subsurface materials
- Performing engineering analysis and providing geotechnical recommendations in written report format.



**Private Utility Locator – Ground Penetrating Radar (GPR):**

To further mitigate the risk of drilling through existing underground utilities, the proposed exploratory areas will be scanned with a special device that transmits electromagnetic pulses through the ground at shallow depths. Upon locating any underground utility lines, their approximate locations will be marked on the ground surface with temporary marking paint. It should be noted that the proposed location methods are typically only somewhat reliable for larger or shallower utilities. Smaller utility lines such as fiber optic cable or utility lines deeper than five to six feet from the ground surface may not be identified.

**Maintenance of Traffic (MOT):**

Due to the locations of the borings along Collins Avenue, MOT will be needed to control traffic along entrances and exits to the existing buildings as well as and the roads. MOT will be needed for a period of five days.

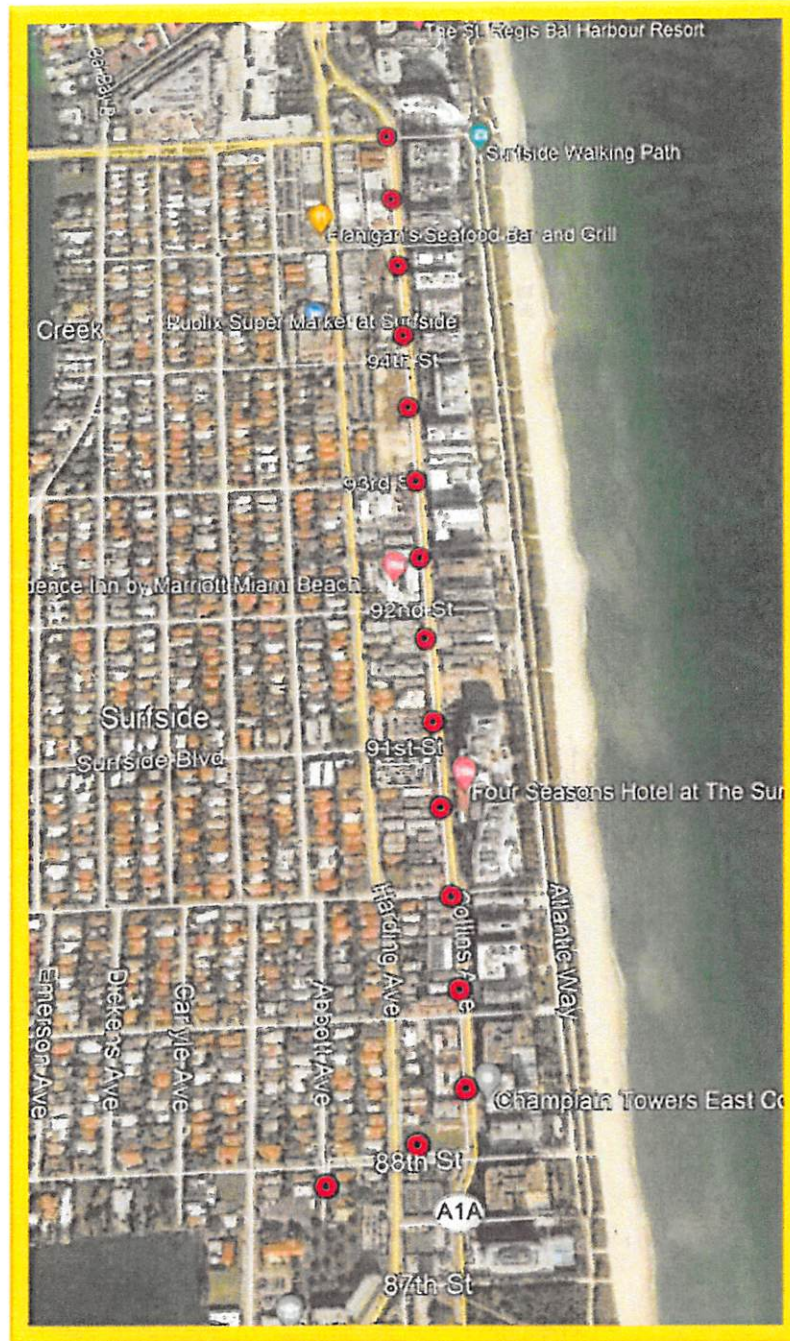
**Field Exploration**

As requested by Nova Consulting, we understand that soil borings will be needed at approximately every 400 feet. AS such, PSI proposes that the subsurface conditions be explored by 15 borings, following the provided PSI drilling program. The table below summarizes our exploratory boring program. The project site plan/layout is not available at this time.

**TABLE 3: SUMMARY OF BORINGS**

Design Element	Number of Borings	Boring Depth (ft)	Drilling Footage (feet)
Collins avenue	15	20	300
<b>TOTAL:</b>	<b>15</b>	<b>---</b>	<b>300</b>





**FIGURE-3: COLLINS AVENUE PROPOSED BORING LOCATIONS**

The boring locations will be identified in the field using available natural landmarks or GPS coordinates. Surveying of the boring locations to obtain surface coordinates and elevations is beyond the scope of work. References to depths of various subsurface strata will be based on depths below existing grade at the time of drilling. Following are field/drilling activities considerations and continues a table with field exploration descriptions.



- During the field activities, the subsurface conditions will be observed, logged, and visually classified. Field notes will be maintained to summarize soil types and descriptions, water levels, changes in subsurface conditions, and drilling conditions.
- Final depths of the borings may be extended (because of weak/soft soils) or reduced (because of refusal) depending on the subsurface materials identified during field activities.
- PSI will contact Local Utility Clearance Entity, i.e., Sunshine 811 prior to the start of drilling activities. It is our experience that these companies do not mark the locations of privately-owned utilities. This proposal is based on private utility lines and other subsurface appurtenances that are located in the field by others prior to field activities.
- PSI will exercise reasonable caution to avoid damages to underground utilities by contacting local utility companies prior to the field activities. However, private utility locations are often unknown by public utility companies and by the utility owners. Therefore, PSI will not be responsible for damage to the site or any buried utilities that are not made known to us.
- Some damage to the ground surface may result from the drilling operations near the work areas and along ingress/egress pathways. The field crew will attempt to limit such damage, but no restoration other than backfilling and grouting the borings is included in this proposal. Excess auger cuttings and drilling spoils would be spread on the site.

**TABLE 4: ANTICIPATED FIELD EXPLORATION DESCRIPTION**

<b>Drilling Equipment</b>	Truck-mounted drilling equipment
<b>Drilling Method</b>	Mud rotary
<b>Field Testing</b>	Standard Penetration Testing (ASTM D1586)
<b>Sampling Procedure</b>	Soils: ASTM D1587/1586
<b>Sampling Frequency</b>	Continuously to a depth of 10 feet and at five-foot intervals thereafter
<b>Frequency of Groundwater Level Measurements</b>	During drilling
<b>Boring Backfill Procedures</b>	Soil cuttings and grouting
<b>Sample Preservation and Transportation Procedure</b>	General accordance with ASTM D4220

The field exploration program will be performed in general accordance with the designated ASTM procedures considering local and regional standard of care practices.

**Laboratory Testing**

Representative soil samples obtained during the field exploration program will be transported to the PSI laboratory for testing. The nature and extent of this laboratory testing program will be dependent upon the subsurface conditions identified during the field exploration program. The laboratory program will be performed in general accordance with the applicable ASTM procedures considering local and regional standard of care practices. The laboratory program may include the following tests.

**TABLE 5: LABORATORY TESTING GENERAL PROCEDURES**

<b>Laboratory Test</b>	<b>Applicable ASTM/FM Procedures</b>
Visual Classification	ASTM D2488
Organic Content	ASTM D2944
Moisture Content	ASTM D2216



Material Finer than No. 200 Sieve

ASTM D1140

Portions of any samples that are not altered or consumed by laboratory testing will be retained for 30 days after the issuance of the geotechnical report and will then be discarded.

### ***Engineering Analyses and Report***

The results of the field exploration and laboratory testing will be used in the engineering analysis and in the formulation of the recommendations. The results of the subsurface exploration, including the recommendations and the data on which they are based, will be presented in a written geotechnical report. The geotechnical report may include the following items:

- General soil profile description
- General site development and subgrade preparation recommendations.
- Recommendations for site excavation, fill compaction, and the use of on-site and imported fill material under the structures.
- Provide soil parameters (Lateral Earth Pressure coefficient)
- Provide pipe trench geotechnical recommendations
- Provide pavement restoration recommendations

A pdf version of the geotechnical report will be prepared and submitted by email to Nova Consulting and design team. If requested by Nova Consulting, additional hard copies can be provided. The geotechnical report will be reviewed, signed, and sealed by a registered Professional Engineer in the State of Florida.

### **SCHEDULE**

Based on the site accessibility, drilling can commence within approximately one week after receipt of authorization to proceed, weather permitting. The final report will be provided within three weeks of written authorization. If desired, preliminary geotechnical design information can be provided to the design team once the laboratory testing and engineering analyses are complete.

Delays sometime occur due to adverse weather, utility clearance requirements, site clearing requirements for drill rig access, obtaining drilling permits, obtaining Right of Entries and other factors outside of PSI's control. In this event, PSI will communicate the nature of the delay and provide a revised schedule as soon as possible.

### **FEE**

PSI proposes that the fee for performance of the scope of services be charged on a lump sum basis. Based on the scope of services provided in this proposal, the lump sum fees will be **\$27,529.55**. See table below for breakdown of the fee for Collins Avenue.





**TABLE 6: COST OF GEOTECHNICAL SERVICES ALONG COLLINS AVENUE**

GEOTECH SERVICES						
WM Replacement Along Collins Avenue, Surfside, Florida						
9/22/2021						
Line	Description	Est. Qty.	Unit	Multiplier	Rate	Total
<b>TOTAL AMOUNT</b>						<b>\$ 27,529.55</b>
<b>Field Investigation (Collins Avenue)</b>						<b>\$ 24,001.80</b>
1.A	Mobilization/Demobilization	5	Ea	N/A	\$ 378.56	\$ 1,892.80
1.B	SPT Borings (0-50 feet)	300	LF	N/A	\$ 21.63	\$ 6,489.00
1.I	Closing Holes with Grout (SPT Borings)	300	LF	N/A	\$ 8.65	\$ 2,595.00
23	Maintenance of Traffic (MOT)	5	Days	N/A	\$ 1,825.00	\$ 9,125.00
NC	Underground Utility Locate (GPR)	1	Days	N/A	\$ 1,600.00	\$ 1,600.00
NC	Permit Fees	1	Ea	N/A	\$ 2,300.00	\$ 2,300.00
<b>Laboratory Testing (Collins Avenue)</b>						<b>\$ 1,065.35</b>
3.G	Moisture Content	5	Ea	N/A	\$ 41.10	\$ 205.50
3.H	Organic Content	5	Ea	N/A	\$ 54.08	\$ 270.40
3.I	Grain Size per (AASHTO T-27)	5	Ea	N/A	\$ 69.22	\$ 346.10
3.O	Material Finer than 200 Sieve per ASTM C-117	5	Ea	N/A	\$ 48.67	\$ 243.35
<b>Engineering Management and Geotech Report</b>						<b>\$ 2,462.40</b>
24.D	Support Staff	2	Hr	2.85	\$ 38.00	\$ 216.60
24.C	Non Registered Technical Staff	3	Hr	2.85	\$ 50.00	\$ 427.50
24.A	Senior Technical Engineer Scientists	2	Hr	2.85	\$ 67.00	\$ 381.90
24.B	Senior Project Manager/Registered Technical Staff	8	Hr	2.85	\$ 63.00	\$ 1,436.40
Notes: Unit rates in accordance with Miami-Dade County Water and Sewer Contract No. E15-WASD-13						
NC: Rate not in contract						

Depending on the size of the project and project schedule, partial billing may be performed monthly based on Project Item progress to date prior to the completion of the final report.

The estimated fee is based on the boring locations being accessible to truck mounted drilling equipment and the client obtaining and providing permission for PSI to enter and access the site.

It should be noted that fees associated with locating private underground utilities, reviewing construction drawings, executing traffic control services, preparing construction specifications, attending special conferences, providing environmental consulting, and any other work requested after submittal of the report is not included in the proposed fee.

**AUTHORIZATION**

PSI will proceed with the work based on written authorization. The work will be performed pursuant to the attached General Conditions, enclosed and incorporated into this proposal.

Please sign and return one copy of this proposal. When returning the proposal, please complete the attached Project Data Sheet, and provide a scaled site plan so that PSI may best serve the project. By executing this authorization, permission is being provided for PSI to access the project site.



**CLOSING**

We at PSI appreciate the opportunity to offer professional services for this project and look forward to being part of the design team. If there are any questions, please feel free to contact us at your convenience.

Respectfully submitted,

**PROFESSIONAL SERVICE INDUSTRIES, INC.**



Lucrèce E. Regisme  
Staff Engineer – Geotechnical Services  
lucrece.regisme@intertek.com



Jose N. Gómez, PE, D.GE  
Chief Engineer – Geotechnical Services  
jose.n.gomez@intertek.com

Attachments: Proposal Authorization and Payment Instructions  
Project Data Sheet  
General Conditions

LER/JNG/ler



### Proposal Authorization & Payment Instructions

#### Authorization

To execute this proposal, please sign and complete the authorization information below, along with applicable payment instructions, and return one copy of the authorized proposal to the PSI office.

\_\_\_\_\_  
Authorized By (please print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Firm

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Date

\_\_\_\_\_  
Purchase Order No. / Project Tracking No. (if applicable)

#### Payment Instructions

If invoice payment is to be made by a party other than the authorizing party above, please provide the following information for whom the invoices are to be billed:

\_\_\_\_\_  
Firm

\_\_\_\_\_  
Attention

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Authorizing Party's Relationship to Invoice Payment Party

If invoices are to be approved other than by the payment party above, please provide the following information for whom the invoices are to be mailed for approval:

\_\_\_\_\_  
Firm

\_\_\_\_\_  
Attention

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Authorizing Party's Relationship to Invoice Approval Party



**Project Data Sheet**

Please complete the following Project Data Sheet so that PSI may best serve your project.

Project Name		
Architect	Project Manager	Phone Number
Structural Engineer	Project Manager	Phone Number
Civil Engineer	Project Manager	Phone Number
Construction Type	Plan Area	Number of Floors
Interior Column Spacing	Exterior Column Spacing	
Exterior Column Load	Live	Dead
Interior Column Load	Live	Dead
Floor Slab Load	Slab-on-Grade	Basement/Depth
Will Elevation of site be raised by filling	How much?	
Septic Tank	Storm Water Drainage	
Pavement Type	Traffic Load	Traffic Type
Other pertinent Information/Subsurface Information		



## GENERAL CONDITIONS

1. **PARTIES AND SCOPE OF WORK:** Professional Service Industries Inc. ("PSI") shall include said company or its particular division, subsidiary or affiliate performing the work. "Work" means the specific service to be performed by PSI as set forth in PSI's proposal, Client's acceptance thereof and these General Conditions. Additional work ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the work to be done by PSI. If Client is ordering the work on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said work. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the client is adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of PSI's work. PSI shall have no duty or obligation to any third party greater than that set forth in PSI's proposal, Client's acceptance thereof and these General Conditions. The ordering of work from PSI, or the reliance on any of PSI's work, shall constitute acceptance of the terms of PSI's proposal and these General Conditions, regardless of the terms of any subsequently issued document.
2. **TESTS AND INSPECTIONS:** Client shall cause all tests and inspections of the site, materials and work performed by PSI or others to be timely and properly performed in accordance with the plans, specifications and contract documents and PSI's recommendations. No claims for loss, damage or injury shall be brought against PSI by Client or any third party unless all tests and inspections have been so performed and unless PSI's recommendations have been followed. Client agrees to indemnify, defend and hold PSI, its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or PSI's recommendations are not so followed.
3. **PREVAILING WAGES:** This proposal specifically excludes compliance with any project labor agreement, labor agreement, or other union or apprenticeship requirements. In addition, unless explicitly agreed to in the body of this proposal, this proposal specifically excludes compliance with any state or federal prevailing wage law or associated requirements, including the Davis Bacon Act. It is agreed that no applicable prevailing wage classification or wage rate has been provided to PSI, and that all wages and cost estimates contained herein are based solely upon standard, non-prevailing wage rates. Should it later be determined by the Owner or any applicable agency that in fact prevailing wage applies, then it is agreed that the contract value of this agreement shall be equitably adjusted to account for such changed circumstance. Client will reimburse, defend, indemnify and hold harmless PSI from and against any liability resulting from a subsequent determination that prevailing wage regulations cover the Project, including all costs, fines and attorney's fees.
4. **SCHEDULING OF WORK:** The services set forth in PSI's proposal and Client's acceptance will be accomplished by PSI personnel at the prices quoted. If PSI is required to delay commencement of the work or if, upon embarking upon its work, PSI is required to stop or interrupt the progress of its work as a result of changes in the scope of the work requested by Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of PSI, additional charges will be applicable and payable by Client.
5. **ACCESS TO SITE:** Client will arrange and provide such access to the site and work as is necessary for PSI to perform the work. PSI shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its work or the use of its equipment.
6. **CLIENT'S DUTY TO NOTIFY ENGINEER:** Client warrants that it has advised PSI of any known or suspected hazardous materials, utility lines and pollutants at any site at which PSI is to do work, and unless PSI has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, Client agrees to defend, indemnify and save PSI harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to PSI's performance of its work and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to PSI by Client.
7. **RESPONSIBILITY:** PSI's work shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. PSI shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. PSI's work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. Client agrees that it shall require subrogation to be waived against PSI and for PSI to be added as an Additional Insured on all policies of insurance, including any policies required of Client's contractors or subcontractors, covering any construction or development activities to be performed on the project site. PSI has no right or duty to stop the contractor's work.
8. **SAMPLE DISPOSAL:** Test specimens will be disposed immediately upon completion of the test. All drilling samples will be disposed sixty (60) days after submission of PSI's report.
9. **PAYMENT:** The quantities and fees provided in this proposal are PSI's estimate based on information provided by Client and PSI's experience on similar projects. The actual total amount due to PSI shall be based on the actual final quantities provided by PSI at the unit rates provided herein. Where Client directs or requests additional work beyond the contract price it will be deemed a change order and PSI will be paid according to the fee schedule. Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay PSI's cost of collection of all amounts due and unpaid after thirty (30) days, including court costs and reasonable attorney's fees. PSI shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement, any provision wherein PSI waives any rights to a mechanics' lien, or any provision conditioning PSI's right to receive payment for its work upon payment to Client by any third party. These General Conditions are notice, where required, that PSI shall file a lien whenever necessary to collect past due amounts. Failure to make payment within 30 days of invoice shall constitute a release of PSI from any and all claims which Client may have, whether in tort, contract or otherwise, and whether known or unknown at the time.

## GENERAL CONDITIONS

10. ALLOCATION OF RISK: CLIENT AGREES THAT PSI'S SERVICES WILL NOT SUBJECT PSI'S INDIVIDUAL EMPLOYEES, OFFICERS OR DIRECTORS TO ANY PERSONAL LIABILITY, AND THAT NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, CLIENT AGREES THAT ITS SOLE AND EXCLUSIVE REMEDY SHALL BE TO DIRECT OR ASSERT ANY CLAIM, DEMAND, OR SUIT ONLY AGAINST PSI.

SHOULD PSI OR ANY OF ITS EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON PSI'S WORK AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF PSI, ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO \$25,000.00 OR THE TOTAL AMOUNT OF THE FEE PAID TO PSI FOR ITS WORK PERFORMED ON THE PROJECT, WHICHEVER AMOUNT IS GREATER. IN THE EVENT CLIENT IS UNWILLING OR UNABLE TO LIMIT PSI'S LIABILITY IN ACCORDANCE WITH THE PROVISIONS SET FORTH IN THIS PARAGRAPH, CLIENT MAY, UPON WRITTEN REQUEST OF CLIENT RECEIVED WITHIN FIVE DAYS OF CLIENT'S ACCEPTANCE HEREOF, INCREASE THE LIMIT OF PSI'S LIABILITY TO \$250,000.00 OR THE AMOUNT OF PSI'S FEE PAID TO PSI FOR ITS WORK ON THE PROJECT, WHICHEVER IS THE GREATER, BY AGREEING TO PAY PSI A SUM EQUIVALENT TO AN ADDITIONAL AMOUNT OF 5% OF THE TOTAL FEE TO BE CHARGED FOR PSI'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. IN ANY EVENT, ATTORNEY'S FEES EXPENDED BY PSI IN CONNECTION WITH ANY CLAIM SHALL REDUCE THE AMOUNT AVAILABLE, AND ONLY ONE SUCH AMOUNT WILL APPLY TO ANY PROJECT.

NEITHER PARTY SHALL BE LIABLE TO THE OTHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND BREACH OF STATUTORY DUTY) OR OTHERWISE FOR LOSS OF PROFIT (WHETHER DIRECT OR INDIRECT) OR FOR ANY INDIRECT, CONSEQUENTIAL, PUNITIVE, OR SPECIAL LOSS OR DAMAGE, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, REVENUE, BUSINESS, OR ANTICIPATED SAVINGS (EVEN WHEN ADVISED OF THEIR POSSIBILITY).

NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT, OR OTHERWISE, MAY BE BROUGHT AGAINST PSI, ARISING FROM OR RELATED TO PSI'S WORK, MORE THAN TWO YEARS AFTER THE CESSATION OF PSI'S WORK HEREUNDER, REGARDLESS OF THE DATE OF DISCOVERY OF SUCH CLAIM.

11. **INDEMNITY:** Subject to the above limitations, PSI agrees not to defend but to indemnify and hold Client harmless from and against any and all claims, suits, costs and expenses including reasonable attorney's fees and court costs to the extent arising out of PSI's negligence as finally determined by a court of law. Client shall provide the same protection to the extent of its negligence. In the event that Client or Client's principal shall bring any suit, cause of action, claim or counterclaim against PSI, the Client and the party initiating such action shall pay to PSI the costs and expenses incurred by PSI to investigate, answer and defend it, including reasonable attorney's and witness fees and court costs to the extent that PSI shall prevail in such suit.
12. **TERMINATION:** This Agreement may be terminated by either party upon seven days' prior written notice. In the event of termination, PSI shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses.
13. **EMPLOYEES/WITNESS FEES:** PSI's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay PSI's legal expenses, administrative costs and fees pursuant to PSI's then current fee schedule for PSI to respond to any subpoena. For a period of one year after the completion of any work performed under this agreement, Client agrees not to solicit, recruit, or hire any PSI employee or person who has been employed by PSI within the previous twelve months. In the event Client desires to hire such an individual, Client agrees that it shall seek the written consent of PSI, and shall pay PSI an amount equal to one-half of the employee's annualized salary, without PSI waiving other remedies it may have.
14. **FIDUCIARY:** PSI is not a financial advisor, does not provide financial advice or analysis of any kind, and nothing in our reports can create a fiduciary relationship between PSI and any other party.
15. **RECORDING:** Photographs or video recordings of the Client's own project may be taken by and used for the Client's own internal purposes. Photographs or video recordings may not be used for marketing or publicity, or distributed to a third party or otherwise published without PSI's prior review and consent in writing. Taking photographs of other Clients' samples, test setups, or facilities, or recording in any manner any test specimen other than the test specimen related to the Client's project is prohibited; and the Client agrees to hold in strict confidence and not use any proprietary information disclosed either advertently or inadvertently. The Client shall defend, hold harmless, and indemnify PSI for any breach of this clause.
16. **CHOICE OF LAW AND EXCLUSIVE VENUE:** All claims or disputes arising or relating to this agreement shall be governed by, construed, and enforced in accordance with the laws of Illinois. The exclusive venue for all actions or proceedings arising in connection with this agreement shall be either the Circuit Court in Cook County, Illinois, or the Federal Court for the Northern District of Illinois.
17. **PROVISIONS SEVERABLE:** The parties have entered into this agreement in good faith, and it is the specific intent of the parties that the terms of these General Conditions be enforced as written. In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.
18. **ENTIRE AGREEMENT:** This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.

**Town of Surfside, FL  
Collins Avenue (SR A1A) Watermain Replacement  
Design, Permitting & Bidding Support Scope of Work**

**Attachment D**

**LIST OF PLAN SHEETS**

**Collins Ave. (SR A1A)**

**Watermain Replacement Project**

<b>Sheet</b>	<b>Scale</b>	<b># of Sheets</b>	<b>Sheet Description</b>
G-01	N/A	1	Cover Sheet (with Location Map)
G-02	N/A	1	General Notes and Legend
G-03	N/A	1	Proposed Layout
G-04	N/A	1	Key Sheet
SV-01 / SV-07	1" = 40'	7	Survey Sheets – Plan View
D-01 / D-07	1" = 40'	7	Demolition Plans – Plan View
C-01 / C-14	1" = 20'	14	Civil Sheets – Plan / Profile
C-15 / C-16	N/A	2	Civil Details Sheets
TC-01	N/A	1	Maintenance of Traffic Control – Gen. Notes
TC-02 / TC-08	1" = 40'	7	Maintenance of Traffic Control Plans – Plan View
R-01 / R-07	1" = 40'	7	Pavement Restoration Plans – Plan View
PM-01 / PM-07	1" = 40'	7	Pavement Marking & Signage Plans
PM-08 / PM-09	N/A	2	Pavement Marking & Signage Details
ERC-01	N/A	1	Erosion Control General Notes
ERC-02 / ERC-08	1" = 40'	7	Erosion Control Plans – Plan View
ERC-09	N/A	1	Erosion Control Details

**Town of Surfside, FL  
Collins Avenue (SR A1A) Watermain Replacement  
Design, Permitting & Bidding Support Scope of Work**

**Attachment E**

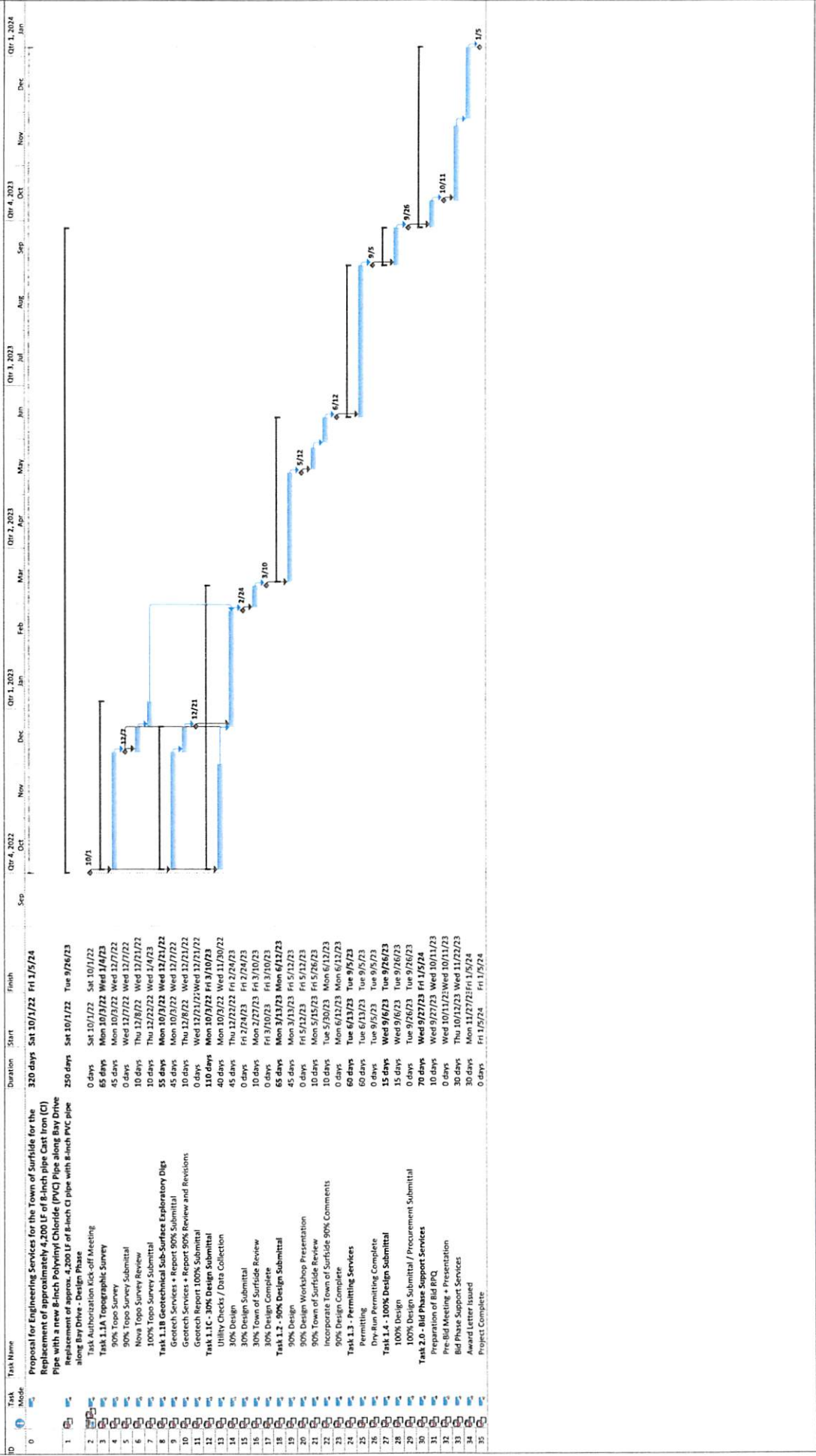
**Project Schedule:**

**Design & Permitting**

**Collins Ave. (SR A1A)**

**Watermain Replacement Project**





Task	Summary	Project Summary	External Tasks	Summary	Inactive Summary	Manual Summary Rollup	Manual Summary	Manual Progress
Task	Summary	Project Summary	External Tasks	Summary	Inactive Summary	Manual Summary Rollup	Manual Summary	Manual Progress
Sub	Summary	Project Summary	External Tasks	Summary	Inactive Summary	Manual Summary Rollup	Manual Summary	Manual Progress
Milestone	Milestone	External Tasks	External Tasks	Summary	Inactive Summary	Manual Summary Rollup	Manual Summary	Manual Progress