#### **AGREEMENT**

between

#### CITY OF COCONUT CREEK

and

CPH, Inc.

for

## PROFESSIONAL ENGINEERING SERVICES FOR VINKEMULDER ROAD WATER & SEWER IMPROVEMENTS RFQ NO. 11-07-19-11

This Agreement is made and entered into this	day of				_, 2020 by and
between CITY OF COCONUT CREEK, a political	subdivision	of the	State	of Florida,	its successor
and assigns, hereinafter referred to as "CITY,"					

#### AND

CPH, Inc., a Florida Corporation, its successors and assigns, hereinafter referred to as "CONSULTANT."

*WITNESSETH,* in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, **CITY** and **CONSULTANT** agree as follows:

#### <u>ARTICLE I</u>

#### **DEFINITIONS AND IDENTIFICATIONS**

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

- 1.1 <u>CONTRACT ADMINISTRATOR:</u> Whenever the term "CONTRACT" ADMINISTRATOR" is used herein, it is intended to mean the City Manager or designee. In the administration of this Agreement, all parties may rely upon instructions or determinations made by the CONTRACT ADMINISTRATOR.
- **1.2 CONSULTANT:** CPH, Inc., which is the professional organization with whom **CITY** has contracted for the performance of services pursuant to this Agreement.
- **1.3** CITY: City of Coconut Creek, Florida, a body corporate and politic and a political subdivision of the State of Florida.
- **PROJECT:** The nature of the **PROJECT** is to provide Professional Engineering Services for Vinkemulder Road Water and Sewer Improvements pursuant to RFQ No. 11-07-19-11, CPH, Inc., Statement of Qualifications and Exhibit "A" Scope of Services and Fee Proposal.

#### **ARTICLE 2**

#### **PREAMBLE**

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

- **2.1 CITY** has met the requirements of the Consultants' Competitive Negotiation Act, as set forth in Section 287.055, Florida Statutes, and has selected **CONSULTANT** to perform the work of the specified nature as outlined in this Agreement.
- 2.2 Negotiations pertaining to the services to be performed by **CONSULTANT** were undertaken between **CONSULTANT** and **CITY**, and this Agreement incorporates the results of such negotiations.

#### **ARTICLE 3**

#### **SCOPE OF WORK**

- 3.1 CONSULTANT'S services shall consist of the tasks set forth in EXHIBIT "A", attached hereto and made a part hereof, and shall include professional services, as applicable for the PROJECT. CONSULTANT shall provide all services as set forth in EXHIBIT "A" including all necessary, incidental and related activities and services required by the Scope of Services and contemplated in CONSULTANT'S level of effort.
- 3.2 The CITY reserves the right to add or delete tasks shown in EXHIBIT "A" as deemed necessary and based on fund availability.
- detail and minor work Task required to be performed by CONSULTANT to complete a PROJECT. If, during the course of the performance of the services included in this AGREEMENT, CONSULTANT determines that it should perform work to complete a PROJECT, which is outside the level of effort originally anticipated, CONSULTANT will notify CONTRACT ADMINISTRATOR in writing in a timely manner before proceeding with the work. If CONSULTANT proceeds with said work without notifying CONTRACT ADMINISTRATOR as provided in Article 6, said work shall be deemed to be within the original level of effort, whether or not specifically addressed in the Scope of Services. Notice to CONTRACT ADMINISTRATOR does not constitute authorization or approval by CITY. Performance of work by CONSULTANT outside the originally anticipated level of effort without prior written CITY approval is at CONSULTANT'S sole risk.
- **3.4 CONSULTANT** acknowledges that **CITY** is relying on the competence of **CONSULTANT** to meet the **PROJECT'S** intent.

#### **ARTICLE 4**

#### TIME OF PERFORMANCE

- **4.1 CONSULTANT** shall perform the services described in **EXHIBIT** "A" within the time periods specified in the **PROJECT SCHEDULE** included in **EXHIBIT** "A".
- 4.2 In the event **CONSULTANT** is unable to complete performance of services because of delays resulting from untimely review and approval by governmental authorities having jurisdiction over the **PROJECT**, and such delays are not the fault of **CONSULTANT**, **CITY** shall grant a reasonable extension of time for completing the work. It shall be the responsibility of **CONSULTANT** to notify the **CONTRACT ADMINISTRATOR** promptly, in writing, whenever a delay is anticipated or experienced, and to inform the **CONTRACT ADMINISTRATOR** of all facts and details related to the delay.

#### **ARTICLE 5**

#### **COMPENSATION AND PAYMENT**

- 5.1 CITY agrees to pay CONSULTANT as compensation for performance of all approved PROFESSIONAL SERVICES required under the terms of this Agreement and as described in EXHIBIT "A" the total contract amount of ONE HUNDRED SEVENTY-FIVE THOUSAND TWO HUNDRED SEVENTY-SEVEN dollars and ZERO cents (\$175,277.00). In the event the CITY exercises the terms and conditions of 3.2 of Article 3, the contracted fees shall be reduced accordingly.
- The total contract amount includes full payment, including all labor, overhead, and other costs. No travel and meal costs are reimbursable unless incurred outside of Miami-Dade, Broward and Palm Beach Counties, approved in writing in advance by the CITY. Any such costs are payable at the CITY reimbursement rate.
- **5.3 CONSULTANT** shall submit its invoices in the format and with supporting documentation as may be required by **CITY**.
- 5.4 CITY shall pay CONSULTANT monthly for services rendered within thirty (30) days from date of approval of each of CONSULTANT'S invoices by the CONTRACT ADMINISTRATOR. The parties shall comply with section 218.70, F.S., et seq., The Prompt Payment Act. If any errors or omissions are discovered in any invoice, CITY will inform CONSULTANT and request revised copies of all such documents. If any disagreement arises as to payment of any portion of an invoice, CITY agrees to pay all undisputed portions and the parties agree to cooperate by promptly conferring to resolve the disputed portion.

5.5	Payment will be made to <b>CONSULTANT</b> at:	CPH, Inc.
		500 West Fulton Street
		Sanford, Florida 32771

#### ARTICLE 6

#### ADDITIONAL SERVICES AND CHANGES IN SCOPE OF WORK

- **6.1 CITY** shall assist **CONSULTANT** by placing at **CONSULTANT'S** disposal all information it has available pertinent to the **PROJECT** including previous reports and any other data relative to a **PROJECT**.
- **6.2 CITY** shall review the itemized deliverables/documents identified in **EXHIBIT** "A" of **CONSULTANT** and respond in writing with any comments within the time set forth on the approved Project Schedule.
- **6.3 CITY** shall arrange for access to make all provisions for **CONSULTANT** to enter upon public and private property as reasonably required for **CONSULTANT** to perform its services under this Agreement.

#### **ARTICLE 7**

#### **MISCELLANEOUS**

- OWNERSHIP OF DOCUMENTS: All correspondence, studies, data, analyses, documents, instruments, applications, memorandums and the like, that result from CONSULTANT'S services under this Agreement or that is provided in connection with this Agreement shall become and shall remain the property of the CITY and the CITY shall consequently obtain ownership of them by any statutory law, common law and other reserved rights, including copyright; however, such documents are not intended or represented by CONSULTANT to be suitable for reuse by CITY on extensions of the work or on any other work or project. Any such reuse, modification or adaptation of such document without written verification or permission by CONSULTANT for the specific purpose intended will be at CITY'S sole risk and without liability or legal exposure to CONSULTANT or to CONSULTANT'S independent professional subconsultants. If CITY alters any such documents, CITY will expressly acknowledge same so that no third party will be in doubt as to the creation or origination of any such document.
- 7.2 <u>TERMINATION:</u> This Agreement may be terminated by **CONSULTANT** for cause or by **CITY** for any reason with or without cause, upon thirty (30) days written notice from the terminating party to the other party. In the event of such termination, **CONSULTANT** shall be paid its compensation for services performed to termination date, including all **REIMBURSABLES** then due to incurred to termination date. All finished or unfinished correspondence, studies, data, analyses, documents, instruments, applications, memorandums, sketches, tracings, drawings, specifications, design, design calculations, details models, photographs, reports, surveys and other documents, plans and data that result from **CONSULTANT'S** services under this Agreement shall become and shall remain the property of **CITY** and shall be delivered by **CONSULTANT** to **CITY**.
- **7.3 EXAMINATION OF RECORDS: CONSULTANT** shall maintain books, records, documents, and other evidence directly pertinent to performance of work under this Agreement in accordance with generally accepted accounting principles and practices.

The **CONSULTANT** shall also maintain the financial information and data used by the **CONSULTANT** in the preparation of support of any claim for reimbursement for any out- of-

pocket expense or cost. The **CITY** shall have access to such books, records, documents and other evidence for inspection, audit and copying during normal business hours. The **CONSULTANT** will provide proper facilities for such access and inspection. Audits conducted under this section shall observe generally accepted auditing standards and established procedures and guidelines of the **CITY**.

- 7.4 EQUAL OPPORTUNITY: CONSULTANT agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin or disability and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONSULTANT agrees to furnish CITY with a copy of its Affirmative Action Policy, if requested.
- 7.5 NO CONTINGENT FEES: CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability, and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.
- **ASSIGNMENT:** This Agreement, or any interest herein, shall not be assigned, transferred to otherwise encumbered by **CONSULTANT**, under any circumstances, without the prior written consent of **CITY**. Said consent shall be at **CITY'S** reasonable discretion and may not be unreasonably withheld.
- 7.7 INDEMNIFICATION OF CITY: The parties agree that one percent (1%) of the total compensation paid to the CONSULTANT for the work of the contract shall constitute specific consideration to the CONSULTANT for the indemnification to be provided under the CONSULTANT. The CONSULTANT shall indemnify and hold harmless the City Commission, the City of Coconut Creek, and their officers, agents and employees from and against all claims, damages, losses and expenses including reasonable attorney's fees arising out of or resulting from the performance of the work provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused by any negligent act or omission of the CONSULTANT, any sub-consultants, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

In any and all claims against the CITY, or any of their agents or employees by any employee of the CONSULTANT, any sub-consultants, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph shall not be limited in any way by any limitation on this amount or type of damages, compensation, or benefits payable by or for the CONSULTANT or any sub-consultant under Workers' Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts. Nothing in this section shall affect the immunities of the CITY pursuant to Chapter 768, Florida Statutes.

#### 7.8 INSURANCE:

Throughout the term of this Contract, Successful **CONSULTANT** and/or any and all subconsultants or anyone directly or indirectly employed by either of them shall maintain in force at their own expense, insurance as follows:

#### 7.8.1 General Liability

Commercial General Liability insurance with limits not less than \$1,000,000.00 each occurrence combined single limit for Bodily Injury and Property Damage including coverage for premises/operations, contractual liability, personal injury, explosion, collapse, underground hazard, products/completed operations, broad form property damage, cross liability and severability of interest clause. This policy of insurance shall be written in an "occurrence" based format.

#### 7.8.2 Professional Liability / Errors and Omissions Coverage

If the Bidder is to provide professional services under this Agreement, the Bidder must provide the **CITY** with evidence of Professional Liability insurance with, at a minimum of \$1,000,000.00 per occurrence and in the aggregate. "Claims-Made" forms are acceptable for Professional Liability insurance. Coverage shall include all claims arising out of the **CONSULTANT'S** operations or premises, any person directly or indirectly employed by the **CONSULTANT**, and the **CONSULTANT'S** obligations under indemnification under this contract.

**CONSULTANT** acknowledges that the **CITY** is relying on the competence of the **CONSULTANT** to design the project to meet its functional intent. If it is determined during construction of the project that changes must be made due to **CONSULTANT'S** negligent errors and omissions, **CONSULTANT** shall promptly rectify them at no cost to **CITY** and shall be responsible for additional costs, if any, of the project to the proportional extent caused by such negligent errors or omissions.

#### 7.8.3 General

Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit and provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence limits specified above.

Should any required insurance lapse during the Contract term, requests for payments originating after such lapse shall not be processed until the CITY receives satisfactory evidence of reinstated coverage as required by this Contract, effective as of the lapse date. If insurance is not reinstated, CITY may, at its sole option terminate this Agreement effective on the date of such lapse of insurance. All policies shall be endorsed to provide sixty (60) days prior written notice of cancellation, non-renewal or reduction in coverage or limits to:

City of Coconut Creek Attn: Risk Manager 4800 West Copans Road Coconut Creek, Florida 33063

#### **7.8.4** General Liability policies shall be endorsed to provide the following:

a) Name as additional insured the City of Coconut Creek and its Officers, Agents, Employees and Commission Members.

- b) That such insurance is primary to any other insurance available to the additional insured with respect to claims covered under the policy and that insurance applies separately to each insured against whom claims are made or suit is brought, but the inclusion of more than one insured shall not operate to increase the insurer's limit of liability.
- **7.8.5** Certificates of Insurance, in form and evidencing all required insurance and endorsements, shall be submitted by **CONSULTANT** with this executed Agreement. The issuing agency shall include full name, address and telephone number in each insurance certificate issued.

#### 7.8.6 Insurance Company and Agent

All insurance policies herein required of the **CONSULTANT** shall be written by a company with a A.M. Best rating of A-VII or better that is duly authorized and licensed to do business in the State of Florida and shall be executed by agents, thereof that are duly licensed as agents in said state.

- 7.9 REPRESENTATIVE OF CITY AND CONSULTANT: It is recognized that questions in the day-to-day conduct of a PROJECT will arise. The CONTRACT ADMINISTRATOR, upon request by CONSULTANT shall designate in writing and shall advise CONSULTANT in writing of one (1) or more CITY employees to whom all communications pertaining to the day-to-day conduct of PROJECT shall be addressed.
  - **CONSULTANT** shall inform **CONTRACT ADMINISTRATOR** in writing of the representative of **CONSULTANT** to whom matters involving the conduct of **PROJECT** shall be addressed. **CONSULTANT** shall, at all times during this Agreement, have available for consultation or otherwise, an employee who shall be familiar with all work contemplated under this Agreement.
- **ATTORNEY'S FEES:** If a party institutes any legal action to enforce any provision of this Agreement, they shall be entitled to reimbursement from the other party for all costs and expenses, including reasonable attorney's fees incurred by them, provided they are the prevailing party in such legal action, and provided further that they shall make application to the court or other tribunal, for an award of such costs and expenses.
- 7.11 ALL PRIOR AGREEMENTS SUPERSEDED: This document and the RFQ No. 11-07-19-11 incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
- **NOTICES:** Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice, to wit:

City

Karen M. Brooks, City Manager City of Coconut Creek 4800 West Copans Road Coconut Creek, Florida 33063

Phone: 954-973-6720 Fax: 954-973-6777

Email: <u>kbrooks@coconutcreek.net</u>

Consultant

Todd Hendrix, P.E. CPH, Inc. 1992 SW 1<sup>st</sup> Street Miami, FL 33135 Phone: 305-274-4805

Fax: 305-274-4807

Email: <a href="mailto:thendrix@cphcorp.com">thendrix@cphcorp.com</a>

- 7.13 It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and accordingly the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.
- 7.14 TRUTH-IN-NEGOTIATION CERTIFICATE: Signature on this Agreement by CONSULTANT shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price any additions thereto shall be adjusted to exclude any significant sums by which CITY determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one year following the end of this Agreement.
- 7.15 NON-EXCLUSIVE AGREEMENT: The services to be provided by CONSULTANT pursuant to this Agreement shall be non-exclusive and nothing herein shall preclude CITY from engaging other firms to perform the same or similar services for the benefit of CITY within CITY'S sole and reasonable discretion.
- **7.16** WARRANTIES OF CONSULTANT: CONSULTANT hereby warrants and represents as follows:
  - A. At all times during the term of this Agreement, **CONSULTANT** shall maintain in good standing all required licenses, certifications and permits required under federal, state and local laws necessary for the performance under this Agreement.
  - B. At all times during this Agreement, **CONSULTANT** shall perform its obligations in a prompt, professional and businesslike manner.
- **7.17 GOVERNING LAW:** This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this Agreement is situated exclusively in the 17<sup>th</sup> Judicial Circuit Court in and for Broward County, Florida or the United States District Court for the Southern District of Florida.
- 7.18 <u>CONSULTANT'S STAFF:</u> CONSULTANT will provide the key staff identified in their proposal for PROJECT as long as said key staff are in CONSULTANT'S employment.

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

If CONTRACT ADMINISTRATOR desires to request removal of any of CONSULTANT'S staff, CONTRACT ADMINISTRATOR shall first meet with CONSULTANT and provide reasonable justification for said removal.

**7.19** PRECEDENCE: In case of any conflict, the provisions of this Agreement, Articles 1 through 7, including Sub-Articles, shall take precedence over any addendum or additional consulting provisions.

#### 7.20 ANTI-DISCRIMINATION:

That **CONSULTANT** shall for itself, its personal representatives, successors in interests, assigns, subcontractors, and sub-lessees, as a part of the consideration hereof, hereby covenant and agree that:

- 7.20.1 No person on the ground of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, or gender identity or expression, veteran or service member status shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of or performance of services described herein; and
- 7.20.2 CONSULTANT, its personal representatives, successors in interests, assigns, subcontractors, and sub-lessees shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, or gender identity or expression, veteran or service member status.

#### 7.21 GRATUITIES AND KICKBACKS:

- 7.21.1 Gratuities: It is unethical for any person to offer, give, or agree to give any employee or for any employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, audit, or in any other advisory capacity in any proceeding or application, request for ruling, determination claim or controversy, or other particular matter, pertaining to any program requirement or an Agreement or subcontract, or to any solicitation or proposal therefore.
- **7.21.2 Kickbacks:** It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a sub-consultant under a Contract to **CONSULTANT** or higher tier sub-consultant or any person associated therewith, as an inducement of the award of a subcontract or order.
- **7.21.3 Contract Clause:** The prohibition against gratuities and kickbacks prescribed in this section shall be conspicuously set forth in every Contract and subcontract and solicitation therefore.

#### 7.22 PUBLIC RECORDS:

**CONSULTANT** shall keep such records and accounts and require any and all **CONSULTANTS** and subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to the project and any expenses for which **CONSULTANT** expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by **CITY** and shall be kept for a period of five

(5) years after termination of the Agreement, whichever is later. Incomplete or incorrect entries in such books and records will be grounds for **CITY'S** disallowance of any fees or expenses based upon such entries.

City is a public agency subject to Chapter 119, Florida Statutes, as amended from time to time. To the extent **CONSULTANT** is a **CONSULTANT** acting on behalf of the City pursuant to Section 119.0701, Florida Statutes, as amended from time to time, **CONSULTANT** shall comply with all public records laws in accordance with Chapter 119, Florida Statute. In accordance with state law, **CONSULTANT** agrees to:

- a) Keep and maintain all records that ordinarily and necessarily would be required by the City in order to perform the services.
- b) Upon request from the **CITY'S** custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the costs provided in Chapter 119, Florida Statute, or as otherwise provided by law.
- c) Ensure that public records that are exempt, or confidential and exempt, from public records disclosure are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the **CONSULTANT** does not transfer the records to the City.
- d) Upon completion of the services within this Agreement, at no cost, either transfer to the City all public records in possession of the CONSULTANT or keep and maintain public records required by the City to perform the services. If the CONSULTANT transfers all public records to the City upon completion of the services, the CONSULTANT shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the services, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the CITY'S custodian of public records, in a format that is compatible with the information technology systems of the City.
- e) IF THE **CONSULTANT** HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLA. STAT., TO THE **CONSULTANT'S** DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE **CITY'S** CUSTODIAN OF PUBLIC RECORDS AT 954-973-6774, PublicRecords@coconutcreek.net, 4800 West Copans Road, Coconut Creek, FL 33063.

If **CONSULTANT** does not comply with this section, the **CITY** shall enforce the Agreement provisions in accordance herewith and may unilaterally cancel this Agreement in accordance with state law.

THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. **CITY OF COCONUT CREEK**, through its City Manager or designee and CPH, Inc., signing by and through its Executive Vice President, John F. Sutch, duly authorized to execute same.

CITY OF COCONUT CREEK				
ATTEST:		Karen M. Brooks, City Manager	Date	
Leslie Wallace May City Clerk	Date  Approved as to form and legal			
		Terrill C. Pyburn, City Attorney	Date	

[Vendor's Signature to Follow]

CONSULTANT		
ATTEST:	St We I	
	CPH, Inc.	
Patricother		2/27/2020
(Corporate Secretary)	Signature of Peter-John F. Sutch	Date
Patricia Hunt	Peter-John F. Sutch, Executive Vice	President
Type/Print Name of Corporate Secy.	Type/Print Above Name	
(CORPORATE SEAL)		
(OCAL OTATE DEAL)		
CORPORATE A	ACKNOWLEDGEMENT	
STATE OF Florida::		
COUNTY OF Seminole:		
	pefore me by means of	
Notary Public State of Florida Patricia Hunt My Commission GG 319198 Expires 07/13/2023	Patriciden Signature of Nota State of Florida	
	Print, Type	or Stamp
	Name of Nota	
	Personally known Produced Identific	
	Type of I.D.	Produced
	DID take a	n oath, or

# EXHIBIT "A" – Scope of Services and Fee Proposal



# PROFESSIONAL ENGINEERING SERVICES FOR CITY OF COCONUT CREEK, FLORIDA VINKEMULDER RD. WATER, SEWER, AND MILLING/RESURFACING IMPROVEMENTS

CPH, Inc. has prepared this proposal to provide professional services for the above referenced project. This Agreement is composed of details of the services to be performed. City of Coconut Creek shall herein be referred to as the "City," and CPH, Inc. as the "Consultant."

#### PROJECT DESCRIPTION

CPH, Inc. hereby proposes to conduct Professional Consulting services for the above-referenced project. The project will consist of data collection, analysis, design, permit, bid and construction services for the Vinkemulder Rd. Water, Sewer and Milling/Resurfacing Improvements. The water improvements include providing a new water main to provide potable water and fire hydrants to the project area. The sewer improvements include determining best methods of providing municipal sanitary sewer services to the project area, in terms of cost and constructability, and providing design of either gravity sewer or low pressure forcemain with grinder stations. Milling and resurfacing will consist of Vinkemulder Rd, NW 43<sup>rd</sup> St, and portions of NW 39<sup>th</sup> Ave.

#### **SCOPE OF SERVICES**

The following represents a summary of scope of work services for the City. CPH, Inc. shall provide the professional services described below.

Scope of Services consists of eight (8) Tasks:

TASK A – DATA COLLECTION

TASK B – PRELIMINARY ANALYSIS AND OPCC

TASK C – PRELIMINARY DESIGN (30%)

TASK D – DESIGN DEVELOPMENT (60%)

TASK E – CONSTRUCTION DOCUMENTS (90%)

TASK F – CONSTRUCTION DOCUMENTS (100%)

TASK G – BID PHASE SERVICES

TASK H – CONSTRUCTION OBSERVATION (ALT ADD)



#### **BASIC SERVICES**

#### TASK A – DATA COLLECTION

#### A.1 Kick-Off Meeting

Consultant will coordinate and participate with City staff in a project kick-off meeting. Key design considerations will be discussed and preliminary decisions made to expedite 30% Design Phase. Consultant will prepare a data request for City to provide during the Data Collection Phase. Any data not available will be assumed based on operational parameters and best engineering assumptions.

#### A.2 Survey

The consultant or consultant's sub-contractors shall perform the below survey items.

#### **Establish Right of Way Geometry**

(See area depicted in red on the attached Survey Site Exhibit "A" for limits.)

- Compute right of way geometry. The following will be used to depict the right of way alignment for the project area:
  - Recorded Plats
  - o Right of way documentation
  - Viewable Legal Descriptions recorded in Official Records
- Field locate existing monumentation and verify platted rights of way contained within the plats (Approximately 5,988 feet).
- Evaluation of ownership and encumbrances, i.e., title reports, are not included in this scope of services.
- A certified right of way map will *not* be provided.

#### **Topographic Survey**

Perform a Topographic Survey as per Chapter 5J-17 of the Florida Administrative Code in compliance with the Standards of Practice of Surveying and Mapping of the State of Florida (see area depicted in red on the attached Survey Site Exhibit "A" for limits).

- Topographic date to be collected at 100' cross-sections of 2,254± feet of right of way of Vinkemulder Road to include a 10' overlap on each side where accessible or up to existing fences, walls or hedges.
- Topographic date to be collected at 100' cross-sections of 2,371± feet of right of way of NW 39<sup>th</sup> Ave. and 730± feet of the existing bike path to include a 10' overlap on each side where accessible or up to existing fences, walls or hedges.
- Topographic date to be collected at 100' cross-sections of 1,363± feet of right of way of NW 43<sup>rd</sup> St. to include a 10' overlap on each side where accessible or up to existing fences, walls or hedges.

#### Vinkemulder Rd. Water & Sewer Improvements



- Location of all visible above-ground improvements and visible utilities within the rights of way to include the lift stations, water stubs, force main and manholes (inverts on accessible structures only) as depicted on the attached Survey Site Exhibit "A" and "B".
- Location of trees at diameter at breast height (common name and size) within the rights of way. A certified tree survey is not included as part of this scope.

#### Control Survey (Benchmarks & Horizontal Control) and State Plane

The project will be vertically based on the National American Vertical Datum 1988 (NAVD 88). The project will be referenced to these published elevations by field locating published benchmarks. The National Geodetic Survey benchmarks will be researched and verified in the field. Horizontal and vertical control points both will be established for the project as required by the Standards of Practice of the State of Florida Rule Chapter 5J-17.

- "Horizontal control monumentation for road center-lines, right-of-way lines, reference lines or base lines shall be at least a minimum of two (2) points placed so that no point on the line being monumented is more than 700 feet from a control monument."
- "Vertical control for linear type construction sites such as roads and sewer lines shall have a maximum of 1,100 feet between existent or established benchmarks."

The project coordinate system will be based horizontally on the North American Datum 83 (NAD 83). The project will be referenced to state plane coordinates by field locating published control points. The National Geodetic Survey and Broward County control points will be researched and verified in the field. This base of reference will be used to establish the horizontal coordinate system (control points) for the project.

#### **Underground Utility Designation/Location**

• Underground Utility Designation/Location to be performed by sub-consultant at the intersection of Vinkemulder Rd. and NW 39<sup>th</sup> Ave. extending 50' each direction.

#### A.2.1 Survey Sketch and Descriptions (ALT ADD 01)

Perform Sketch and Description (SOD) services per Rule Chapter 5J-17 of the Florida Administrative Code in compliance with the Standards of Practice of Surveying and Mapping of the State of Florida. SODs will be completed at direction of City at a cost per SOD. SODs will be provided to the City for recording with Clerk of Courts.

The following related services are not included in the scope of this proposal, and may or may not be required, but can be provided at an additional fee: Boundary Survey, ALTA/NSPS Land Title Survey, As-built Survey, Platting, Certified Tree Survey and Ordinary High Water/Mean High Water.



#### **A.3** Geotechnical Exploration

The Consultant will hire Universal Engineering Sciences (UES), as a sub-consultant to conduct an assessment of the site soils and subsurface conditions including the following: Existing site conditions; geotechnical exploration, testing, and sampling methods; subsurface soil conditions encountered and soil classifications; depth to groundwater at the time of the exploration and estimated seasonal high groundwater levels; soil design recommendations, including excavation and fill recommendations and pertinent soil parameters, and whether the existing soils are suitable for use during construction for bedding and backfilling; construction recommendations (site preparation, use of unsuitable soils, dewatering, bedding, backfill).

The soil borings will be at locations specified by the Engineer of Record (EOR). Six (6) locations have been identified and are displayed along with a copy of the Universal, Inc's proposal in Attachment B.

#### A.3.1 Geotechnical Exploration (ALT ADD 02)

In addition to the original geotechnical report, if muck is located during the initial 6 bores, UES is available to re-mobilize and obtain an additional 4 bores, at the direction of the EOR, to further define the limits of muck. The additional bores will be added as an addendum to the original report, analyzed by the EOR, and incorporated into the design of the proposed infrastructure.

#### A.4 Environmental Assessment

CPH's ecologists will perform a wetland and/or surface water delineation for review and approval by the Florida Department of Environmental Protection (FDEP) and the Army Corps of Engineers (ACOE) for the project and South Florida Water Management District (SFWMD). The approximate wetland/surface water limits will be delineated in the field in accordance with methodologies outlined in applicable State of Florida and ACOE regulations.

CPH ecologists will conduct a Preliminary Ecological Assessment for the project corridor to collect data for use in permit applications, to include:

- Public Data Base Research: CPH will review web based files and mappings to identify listed species along the pipeline corridor.
- Vegetation and Land Use: CPH will prepare a map of the various vegetation and land uses along the corridor. Prepare descriptions of the vegetation and land uses for use in permitting.
- Field Investigation: CPH will conduct a preliminary survey by general reconnaissance of the site for the occurrence or potential occurrence of protected species (threatened, endangered, or special concern).
- Data Forms: CPH shall initiate preparation of data forms required by the regulatory agencies such as UMAM, Corps Wetland Data Sheets, and Corps Wetland Jurisdictional Forms.
- Prepare descriptions of the project area, wetlands and surface waters within and immediately adjacent to the project area for use in preparation of the permitting report.



#### TASK B – PRELIMINARY ANALYSIS AND OPCC

Consultant will review survey, geotechnical report, as-builts and lift station SCADA to determine the best points of connection to the City's existing sewer system. Consultant will determine the best method of collection/transmission sewer system between gravity sewer, low pressure sewer system (LPSS), and vacuum sewer. Consultant will provide an overview layout sketch of each option, an Opinion of Probable Construction Costs (OPCC), and a short summary of pros and cons to the City for review. The summary will consider impacts and costs to both the residential community along with the City. Consultant will participate in one meeting with City to present findings and to coordinate on which option to proceed with for design.

#### TASK C – PRELIMINARY DESIGN (30%)

Consultant will prepare preliminary design plans for City's review. The plans will incorporate the considerations made during the Kick-Off Meeting, the Preliminary Analysis task, and the below design criteria:

#### Potable Water

- Water Mains will be designed to be a minimum of 8" PVC or DIP.
- Fire Hydrants will be designed to handle residential fire flows of 750 gallons per minute, with residual pressures in the system of at least 20 psi.
- Velocities in all water mains during peak and fire flow conditions will be between 2 and 7 fps.
- Fire Hydrant and Gate Valve placement.
- New potable service lines and meters to be installed in front of house locations.

#### Sanitary Sewer

- Sewer System will be designed to meet 10 State Standards and local codes (most stringent applies)
- LPSS/Vacuum/Gravity sewer will be designed to supply each property with separate grinder station, vacuum connection, or lateral
- Sewer system will be designed to transmit flows to City's existing municipal collection system, either by connection to existing gravity, existing force main, or combination of both
- LPSS grinder stations or vacuum pits will be designed based on coordination with property owners and assumptions of lateral depths

Consultant will submit 30% Design Plans to City for review and attend one meeting with staff to coordinate any requested changes or design considerations. The 30% Design plans will consist of plan view sheets only.

Consultant will be available for up to 4 additional meetings as needed during the design development of the project.



#### TASK D - DESIGN DEVELOPMENT (60%)

#### D.1 Design Plans (60%)

Consultant will revise the 30% Preliminary Design plans according to the feedback from City during the review meeting.

Consultant will complete pre-application meetings with permitting agencies as needed, coordinate with existing utility owners within the ROW, and prepare Plan and Profile drawings of the proposed water and sewer infrastructure. Consultant will coordinate with local power company to ensure adequate power will be supplied to each station. The 60% Design Plans will include all details, specifications, fittings, and construction considerations.

Consultant shall submit the 60% Design Plans to City for review and comment. Consultant will attend up to two design meetings with City staff to address any comments and adjust plans as needed.

#### **D.2** Permitting

Consultant shall submit the City approved 60% Design Plans to the respective permitting agencies. Consultant will coordinate with City to obtain all signatures and prepare all paperwork. Consultant will coordinate with each of the below permitting agencies, respond to up to 3 RFIs for each agency, and obtain each permit for construction.

- Florida Department of Environmental Protection (FDEP)
  - a. Water Extension Permit
  - b. Sewer Extension Permit
  - c. LPSS Grinder Station/Vacuum Pit
- Broward County Environmental
- South Florida Water Management District (SFWMD)
- City of Coconut Creek
  - a. Development Review Committee (DRC)
    - i. Including Pre-DRC and DRC meetings
  - b. Final Engineering Review, Engineering Permit, ROW Permit

#### **D.3** Public Outreach

Consultant will prepare exhibits for public outreach meetings and attend up to two public meetings at the request of City. Consultant will prepare questionnaire for City to distribute to each property to determine key design criteria for LPSS grinder stations or Vacuum pits.



#### **TASK E** – CONSTRUCTION DOCUMENTS (90%)

Consultant will complete the 90% Design Plans and Project Specifications, incorporating all permitting components, plan adjustments, public outreach components, and City comments from the 60% Design review meeting.

Consultant will incorporate existing City provided specifications, revising and adding to the specifications as needed.

Consultant will update the OPCC, submit the 90% Construction Documents to the CITY for review, and attend one meeting to review the specifications and plans.

#### TASK F - CONSTRUCTION DOCUMENTS (100%)

Consultant will finalize 100% Design Plans and Project Specifications based on City comments from 90% submittal. Consultant will coordinate with City on any revisions or minor amendments to complete the final design documents and ready the project for construction. Consultant will prepare and submit to the City the final Opinion of Probable Construction Costs.

#### TASK G – BID PHASE SERVICES

Consultant will attend one pre-bid meeting and one on-site pre-bid meeting at the City's request to answer any immediate questions from potential bidders.

Consultant will respond to all Requests for Information (RFI) from bidders and issue up to two bid addendums at the request of the City.

#### TASK H – CONSTRUCTION OBSERVATION (ALT ADD 03)

Consultant shall respond to RFIs, review/approve shop drawings, issue field change exhibits, and produce plan addendums to address major RFIs.

Consultant will attend monthly progress meetings with the contractor, either on-site or at City facilities.

Consultant shall review, evaluate, and issue responses to all change order requests.

Consultant will be on-site for major testing events needed to certify completion of the project.

Consultant will prepare and submit permit close out documents for each permit as needed. Permit close out includes Consultant preparing and obtaining Certification of Construction and Request for Clearance permit package from each entity. Consultant will coordinate with Contractor and review FDEP and City testing requirements. Consultant will prepare up to 2 partial certifications to facilitate construction close-out for FDEP Clearance for each water and sewer.

Consultant will review as-builts (by contractor) to ensure design standards were upheld.



Consultant will prepare Engineer's Certification Letter stating completion of project meets the intended design.

#### **REIMBURSABLE EXPENSES**

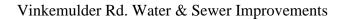
The Consultant shall be reimbursed for reproduction of reports, contract documents and miscellaneous items (at actual cost with no markup), travel, and subsistence. Costs shall be limited to a \$3,500 not-to-exceed amount. Unused amounts in this allowance shall be credited back to the City at the completion of the Project.

CPH will comply with City Travel Expense Policy and Guidance.

#### ITEMS NOT INCLUDED IN THE SCOPE

- Application/Permitting Fees will be paid for by City or reimbursed to CPH after approval in writing from City.
- Erosion and Sediment Control Plan
- Wetland Delineation
- Stormwater Infrastructure
- Major Underground Utility Relocations (Power/Cable/Communications)
- All others not specifically described in this proposal scope

Should work be required in any of these areas, or areas not previously described, CPH will prepare a proposal or amendment, at the City's request, that contains the Scope of Services, fee, and schedule required to complete the additional work item.





**COMPENSATION:** The below table contains the fee breakdown of each task by CPH. Compensation will be based on Lump Sum fee of \$155,012.00, with \$3,500.00 in reimbursable expenses, not-to-exceed. The project total is **\$158,512.00**, including expenses. If the alternative addition is approved, the project total is **\$175,277.00**.

TASK	FEE
TASK A - DATA COLLECTION	\$50,552.00
TASK B - PRELIMINARY ANALYSIS AND OPCC	\$6,930.00
TASK C - PRELIMINARY DESIGN (30%)	\$24,310.00
TASK D - DESIGN DEVELOPMENT (60%)	\$50,140.00
TASK E - CONSTRUCTION DOCUMENTS (90%)	\$12,950.00
TASK F - CONSTRUCTION DOCUMENTS (100%)	\$7,060.00
TASK G - BID PHASE SERVICES	\$3,070.00
SUBTOTAL	\$155,012.00
EXPENSES	\$3,500.00
ALTERNATIVE ADD	\$16,765.00
PROJECT TOTAL	\$158,512.00
PROJECT TOTAL W/ ALT ADD	\$175,277.00

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By:

Todd Hendrix, P.E.

Sr. Vice President / Associate

Date:

February 5, 2020

#### **Attachment A**

#### **SURVEY SITE EXHIBIT "A"**



#### **SURVEY SITE EXHIBIT "B"**





December 12, 2019

Mr. Kyle Bechtelheimer, PE **Project Engineer** CPH. Inc. 1992 SW 1st Street Miami, FL 33135

Geotechnical Engineering Study Proposal Reference:

Coconut Creek Water Line Extension

Vinkemulder Road, NW 39th Avenue, & NW 43rd Street

Coconut Creek, Broward County, FL UES Opportunity No. 0630.1219.00007-rev

Dear Mr. Bechtelheimer:

In accordance with your request, Universal Engineering Sciences, Inc. (UES) submits for your review and approval this proposal to conduct a geotechnical engineering study for the abovereferenced project. Our understanding of the project with scope of services and fee is presented in the following paragraphs.

#### PROJECT UNDERSTANDING

Based on the supplied information, we understand that this project consists of the planning and design of sanitary force main and water main installation along Vinkemulder Road, NW 39th Avenue, and NW 43rd Street in Coconut Creek, Florida. We understand that soil borings are needed along these three alignments. We have been supplied with a proposed soil boring location map, which was used to develop this proposal. This proposal is based on conducting soil borings with a small track mounted drill rig off of the roadway in accessible areas on either side of the roadway. We have NOT included permits or any MOT in this proposal. We assume there will be ample space for us to set up our rig off of the roadway avoiding any MOT.

UES has been asked to perform a geotechnical exploration to evaluate the subsurface conditions on the property. Our proposal does not include an allowance for horizontal and vertical survey control for the test boring locations. Our field crew will locate the test locations based upon estimated distances and relationships to obvious landmarks. Therefore, the test locations and depths should be considered accurate to the degree of the methodologies used.

UES will contact Sunshine State One Call (1-800-432-4770) for public utility clearance prior to the start of drilling activities. It is our experience that this service does not mark the locations of privately owned utilities. Our proposal requires that private utility lines and other subsurface appurtenances be located in the field by others prior to our mobilization. UES shall not be held responsible for service interruptions or damage to private utility lines or other buried structures. Further we have assumed that there is no hazardous materials contamination at the site and no major utility lines crossing the subject site.

#### Attachment B

#### LOCATIONS:

- Atlanta
- Davtona Beach
- Fort Myers
- Fort Pierce Gainesville
- Jacksonville
- Miami
- Ocala
  - Orlando (Headquarters)
- Palm Coast Panama City
- Pensacola
- Rockledge
- Sarasota St. Petersburg
- Tampa
- Tifton
- West Palm Beach

#### **GEOTECHNICAL SCOPE OF SERVICES**

Our field exploration will consist of performing six (6) Standard Penetration Test (SPT) borings, each to a depth of 15-feet. Standard Penetration Tests (SPT) will be performed continuously in the upper 10-feet of each boring and on 5-foot centers after that to the bottom of the borings. Groundwater depth and any unusual subsurface conditions will be recorded on the borelogs. Soil samples will be classified in general accordance with ASTM D 2487 (Standard Classification of Soils for Engineering Purposes (Unified Soil Classification System) guidelines.

At the completion of the field and laboratory testing services, our project engineer will prepare a geotechnical report. This report shall contain the following information:

- A presentation of the field and laboratory test procedures used and the data obtained;
- A presentation of the subsurface conditions including subsurface profiles, estimated seasonal high groundwater, and estimated geotechnical engineering properties;
- A geotechnical engineering evaluation of the site and subsurface conditions with respect to the planned construction; and
- Recommendations for the required site preparation and earthwork construction.

#### **SCHEDULE**

We anticipate that the proposed scope of services can be completed and submitted via electronic mail approximately three weeks following receipt of written authorization. This schedule is based on access to the subject property being provided immediately upon receipt of your written authorization to proceed.

#### **FEE & TERMS**

UES will complete these services in accordance with the attached General Conditions for a Fee of \$4,490.00. If you would like for us to proceed, please sign and return an executed copy of the enclosed work authorization form to our office. We will initiate the field work upon receipt of the executed work authorization form.

Sincerely,

Universal Engineering Sciences, Inc.

Peter G. Read, P.E. Regional Manager

Enclosures: UES General Conditions

Work Authorization/Proposal Acceptance Form



	f Coconut Creek						
	nulder Rd. Water, Sewer and Milling/Resurfacin	g Improv	ements				
Profess	sional Services - CPH, Inc.						
LUMP	SUM		1			4)	,
	DESCRIPTION	Principal	Senior Project Engineer	Project Engineer	Senior Design Technician	Administrative	Cost by Task
	A - DATA COLLECTION		ı	_	•		
	Kick-Off Meeting	3	3				\$990.00
	Survey						\$38,822.00
<b>A.3</b>	Geotechnical Exploration						\$4,490.00
<b>A.4</b>	Environmental Asssessment						\$6,250.00
	TASK A Total						\$50,552.00
T A CTT	P. PRILLIAN AND AND AND AND AND AND AND AND AND A	1 0	1.1	1.6	2.4		A ( 02 0 00
TASK	B - PRELIMINARY ANALYSIS AND OPCC	2	14	16	24	2	\$6,930.00
	TASK B Total						\$6,930.00
TACIZ	C DDELIMINADY DECICN (2007)	0	40	72	90		\$24.210.00
IASK	C - PRELIMINARY DESIGN (30%)	8	40	72	80	2	\$24,310.00
	TASK C Total						\$24,310.00
TACIZ	D DECICN DEVELOPMENT (CO)						
	D - DESIGN DEVELOPMENT (60%)	0	(1	0.0	100		¢20.720.00
D.1	Design Plans (60%)	8	64	80	100	2	\$30,730.00
	Permitting	4	32	48	40	14	\$16,250.00
D.3	Public Outreach	3	8	8	2	4	\$3,160.00
	TASK C Total						\$50,140.00
TACIZ	E CONCEDUCTION DOCUMENTS (000/)	1 2	1 24	40	20	4	¢12.050.00
IASK	E - CONSTRUCTION DOCUMENTS (90%) TASK E Total	2	24	48	30	4	\$12,950.00 <b>\$12,950.00</b>
	TASK E TOTAL						\$12,950.00
TASK	F - CONSTRUCTION DOCUMENTS (100%)	2	16	24	12	4	\$7,060.00
TASIC	TASK E Total		10		12		\$7,060.00
	THAT D TOWN						\$7,000.00
TASK	G - BID PHASE SERVICES		8	8	8	2	\$3,070.00
	TASK E Total		<u> </u>				\$3,070.00
PROJI	ECT SUB-TOTAL						\$155,012.00
•	ALTERNAT	VE ADD	ITIONS				
A.2.1	Survey SODs						\$650/each
	Geotechnical Additional 4 Bores						\$2,665.00
TASK	H - CONSTRUCTION OBSERVATION	4	40	48	16	4	\$14,100.00
	ALT ADD SUB-TOTAL						\$16,765.00
EXPE	NSES (HOURLY-NTE)						\$3,500.00
PROJI	ECT TOTAL						\$158,512.00
PROJI	ECT TOTAL W/ ALT ADD						\$175,277.00

## Rates & Reimbursables

CPH STANDARD RATES	
Category	Rate
Principal	\$190
Senior Project Manager	\$180
Project Manager	\$160
Senior Project Engineer	\$140
Project Engineer	\$120
Principal Traffic Engineer	\$180
Senior Traffic Engineer	\$135
Traffic Engineer	\$120
Traffic Analyst	\$115
Dringing Environmental Scientist	\$475
Principal Environmental Scientist Senior Environmental Scientist	\$175 \$135
Lead Environmental Scientist	\$105
Environmental Scientist	\$95
GIS Analyst	\$105
Arborist	\$125
Principal Planner	\$170
Senior Planner	\$140
Planner	\$100
Principal Architect	\$180
Senior Architect	\$160
Architect	\$140
Senior Architectural Manager	\$130
Architectural Manager	\$125
Senior Architectural Designer	\$120
Architectural Designer	\$105
Interior Designer	\$115
Architectural CADD Technician	\$85
Principal Structural Engineer	\$180
Senior Structural Engineer	\$150
Structural Engineer	\$120
Dringing MED Engineer	\$180
Principal MEP Engineer Senior MEP Project Engineer	\$155
MEP Project Engineer	\$125
MEF Froject Engineer	\$125
	6440
Senior Graphic Designer	\$140

CPH STANDARD RATES	
Category	Rate
Principal Landscape Architect	\$170
Senior Landscape Architect	\$140
Landscape Architect	\$10
Senior Landscape Designer	\$100
Landscape Designer	\$85
Lanuscape Designer	ΨΟ.
Project Coordinator	\$90
Senior Project Designer	\$13
Project Designer	\$115
Senior Design Technician	\$10
Design Technician	\$9
CADD Technician	\$75
	1
Administrative	\$75
Clerical	\$60
Network Admin. (I)	\$80
Senior Construction Manager	\$120
Construction Manager	\$10
Construction Field Representative II	\$110
Construction Field Representative I	\$80
Duin aire al Commence	\$170
Principal Surveyor	
Senior Professional Surveyor	\$130 \$129
Professional Surveyor and Mapper	\$10
Field Technician/Designer	•
Surveyor in Training	\$100
Survey Project Manager/CADD	\$120
Field Crew Coordinator	\$110 \$8
Survey Party Chief	_
Survey Instrument Man	\$70
Senior Survey CADD Technician	\$110
Survey CADD Technician	\$75
Survey Crew (2 Man)	\$15
Survey Crew (Construction Staking - 2 Mar	_
Survey Crew (3 Man)	\$22
GPS (1 Man) / Robotics	\$14
GPS (2 Man)	\$180
1 Man Scanner/Laser Survey Crew	\$26
2 Man Scanner/Laser Survey Crew	\$290

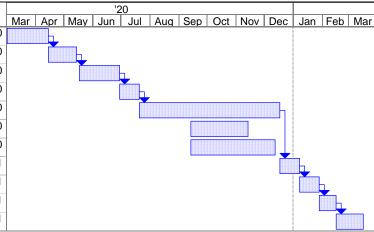
#### **Schedule of Reimbursable Charges**

				_		
USB/Thumb Drive	\$15.00 Each	Plots (B&W)				At Current IRS Rates
O3B/IIIIIII Drive	\$15.00 Each	11 X 17	\$ 0.21	Each	Phone	At Cost
Copies (B&W)		12 X 18	\$ 0.24		Postage	At Cost
8.5 x 11	\$0.05 Each	15 X 21	\$ 0.35	Each	Outside Reimbursable	s At Cost
8.5 x 14	\$0.10 Each	34 X 22	\$ 0.83	Each		111 0001
11 x 17	\$0.20 Each	24 X 36	\$ 0.96	Each		
		30 X 42	\$ 1.42	Each		
Copies (Color)		36 X 48	\$ 1.92	Fach		
8.5 x 11	\$0.25 Each	30 X 40	Ų 110 <u>2</u>		Billing and Reimbu	rsable
8.5 x 14	\$0.30 Each				Rates Are Subject To	
11 x 17	\$0.35 Each	Plots (Color/Bond)			Review and Adjust Updated: October 9	
Mylars		24 x 36	\$24.00	Each		
24 x 36	\$9.00 Each	30 x 42	\$35.00	Each		
32 x 42	\$13.00 Each	36 x 48	\$48.00	Each		



### City of Coconut Creek Vinkemulder Water/Sewer Improvements

					-	
ID	Task	Task Name	Duration	Start	Finish	
1	Α	Data Collection	44 days	Mon 3/2/20	Tue 4/14/20	
2	В	Preliminary Analysist OPCC	30 days	Wed 4/15/20	Thu 5/14/20	
3	С	Preliminary Design (30%)	43 days	Mon 5/18/20	Mon 6/29/20	
4		City Review	21 days	Tue 6/30/20	Mon 7/20/20	
5	D.1	Design Development (60%)	150 days	Tue 7/21/20	Thu 12/17/20	
6	D.2	Permitting	61 days	Mon 9/14/20	Fri 11/13/20	
7	D.3	Public Outreach	90 days	Mon 9/14/20	Sat 12/12/20	
8		City Review	21 days	Fri 12/18/20	Thu 1/7/21	
9	E	Construvtion Documents (90%)	21 days	Fri 1/8/21	Thu 1/28/21	
10		City Review	14 days	Fri 1/29/21	Mon 2/15/21	
11	F	Construction Documents (100%)	21 days	Tue 2/16/21	Tue 3/16/21	



Project: Schedule\_Revised\_2-5-20 Date: Wed 2/5/20 Task
Split
Progress

Milestone
Summary
Project Summary

**—** 

External Tasks

Deadline

External Milestone



Page 1