

December 10, 2021

SENT VIA E-MAIL (ARPAManager@coopercityfl.org)

Horace McHugh
ARPA Manager
City of Cooper City
9090 SW 50th Place
Cooper City, FL 33328

Re: Bill Lips Sports Complex Proposal
CMA Proposal No. 21-0000.P0016

Mr. McHugh,

Chen Moore and Associates (CMA) is grateful for the opportunity to submit the attached Proposal for Professional Services to assist you with the drainage improvements at the Bill Lips Sports Complex.

I. PROJECT BACKGROUND

The Bill Lips Sports Complex is located at 11600 SW 49th Street, Cooper City, Florida, 33330. Per the site meeting between the City and CMA on December 6, 2021, the City would like assistance from CMA to address flooding issues occurring in the ballpark and dugout areas of the facility. Several locations of high flood levels were identified during the meeting. CMA recommended installation of new catch basins and swale grading to mitigate the flooding.



Figure 1

CMA shall be responsible for providing professional services for the design and permitting of this project according to the scope of services defined below.

II. SCOPE OF SERVICES

TASK 1 – TOPOGRAPHIC SURVEY

CMA shall retain a licensed surveyor in the State of Florida to perform a topographic survey within the project limits shown in the Figure 2 below.

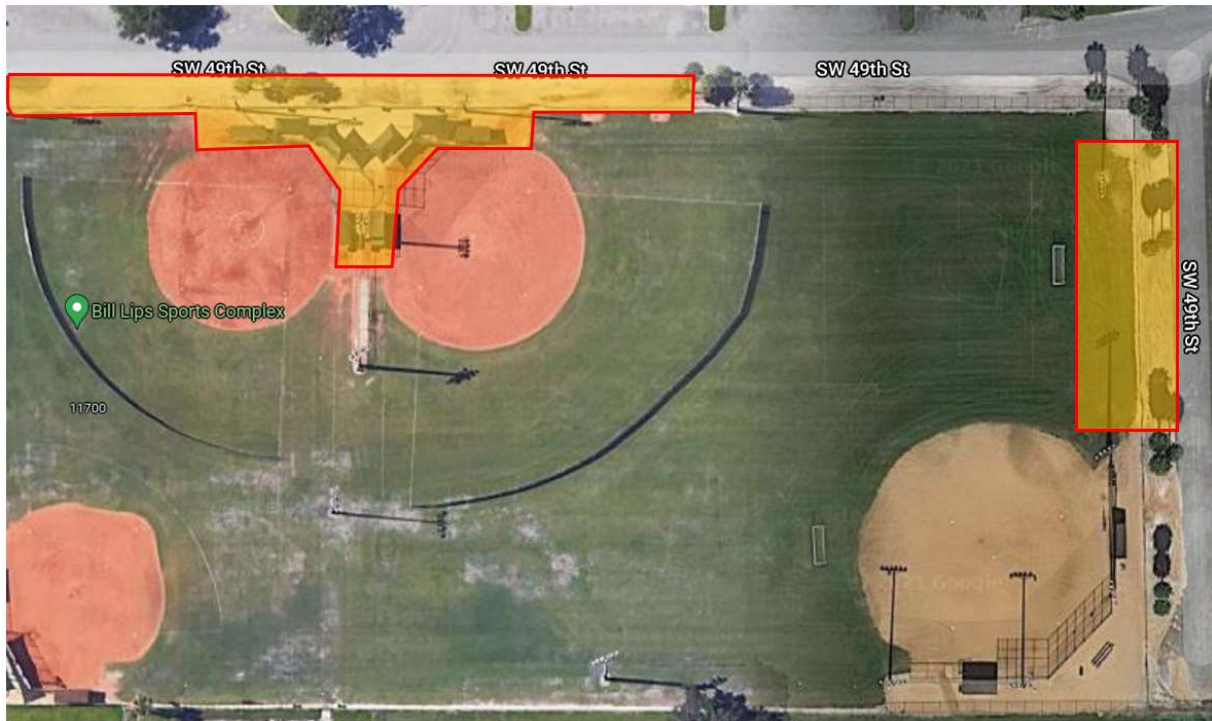


Figure 2

The survey will include the following information:

- Establish control traverse and bench marks to support the topographic survey and to be utilized on the design plans.
- Vertical control (elevations) will be based on North American Vertical Datum of 1988.
- Horizontal control will be based on the Florida State Plane Coordinates System, East Zone, North American Datum of 83/90.
- The survey of SW 49th Street and SW 49th Court will extend to the crown of the road.
- Obtain elevations at locations no more than 50 feet apart and at high and low spots, except in the areas outlined in yellow as shown in the Figure 2, which requires a 10' grid.
- Locate surface features within the survey limits as follows: buildings/dugouts, pavement, driveways, paved swales, sidewalks, slabs, curbs, walls, bleachers, fences, and signage.
- Location visible surface evidence of utilities as follows: utility poles, guy wires, street lighting, storm sewer structures, sanitary sewer structures, wire pull boxes, cable enclosures, utility cabinets, valves, valve boxes, meter boxes, backflow preventers, fire hydrants, and overhead utilities.
- Obtain finished floor elevation of buildings.

- Measure the rim and invert elevation of storm sewer and sanitary sewer structures that are accessible.
- Determine pipe types, size, and flow direction, when possible. Structures located within active roadways will be as-built at the field crew's discretion, based on safety considerations.
- Utility designations (paint marks) or location of designations are not included.
- Locate pavement striping.
- Locate 3" in diameter or larger within the outfall corridors, only. Denote diameter and common tree name only. Prepare a Tree Table which list each tree species by common name, survey point number, and trunk diameter.
- Road rights-of-way and easements will be graphically plotted on the surveys based on plats of record and F.D.O.T. right-of-way maps.
- Prepare an AutoCAD drawing file using Chen Moore and Associates (CMA) CAD standards.

TASK 2 – ENGINEERING PLANS

CMA will prepare and submit required sets of 90% construction documents to the City for review. CMA will attend a review meeting with City staff to discuss any review comments on the 90% construction document submittal. CMA will utilize the 90% review comments from the City along with any review comments received from regulatory agencies to prepare the final construction documents. CMA will attend a review meeting with City staff to review the final construction documents. After City comments and the jurisdictional agencies comments are incorporated, CMA will provide 100% construction comments. The following will be included in the Engineering Plans:

- Demolition plans
- Restoration plans
- Drainage and grading plans.
- Pavement markings as needed
- General notes and details necessary for the construction of the project

In addition, CMA will coordinate with all utility providers within the project area. An opinion of probable cost is included in this task. Technical Specifications will be within the set of plans. No separate Specification book will be required.

TASK 3 – PERMITTING & COORDINATION

CMA will prepare required permit applications and associated backup documentation to be submitted to the following regulatory agencies:

- City of Cooper City – Engineering Approval
- Broward County Highway Construction and Engineering Division – work with Broward County right-of-way

The regulatory agencies typically conduct their initial review within 30 calendar days after the permit applications submittal. CMA will revise applications, plans, and technical specifications based on any review comments from these regulatory agencies. CMA will submit up to 2 responses to Requests for Additional Information (RAI) from each regulatory agency.

TASK 4 – POST DESIGN SERVICES

- A. **Bidding Assistance** –It is assumed the City will enter into a contract with a Contractor following a bid process. CMA will attend one (1) bid conference meeting and assist with coordination to the City.
- B. **Pre-construction** - Consultant shall attend one (1) pre-construction conference meeting, review material shop drawings, and assist contractor prior to commencement of construction.
- C. **Construction Observation** – Consultant shall provide general observation of the work and verification of system testing for the civil engineering design. Site visits will be provided for the compliance with construction documents and certification of the project. Field reports will be issued to Client for completed site visits. The fee for these services shall be based on up to five (5) site visits. After the estimated total visits, services shall be provided upon written Client authorization and invoiced on an hourly basis.
- D. **Construction Closeouts and Certification** – Consultant shall review signed and sealed “as-built” drawing submittals prepared by a registered land surveyor (provided by the Contractor) and prepare a statement of work completion for the project (project certification). Consultant shall assist Client in the close out of the project improvements. As-builts and certification packages will be submitted to regulatory agencies with jurisdiction of the project. Consultant shall have up to two (2) site walk-through meetings to generate an initial punch list and verify that punch list items were completed.

TASK 5 – REIMBURSABLE EXPENSES

CMA shall provide all document reproduction required for each project deliverable to the City and regulatory agencies as defined within the scope. All printing costs for deliverables will be reimbursed by the City at cost.

III. DELIVERABLES

CMA will provide the following deliverables at each submittal:

- Design Plans – 3 half size sets (11”x17”) at each phase submittal
- Construction Cost Estimate – 3 copies at each phase submittal
- Contract Documents – 1 digital copy (PDF format) at bidding phase
- Post Design Services

IV. SCOPE ASSUMPTIONS

- Connection to existing drainage system within County right-of-way is not included.
- Landscape architecture and tree permitting is not included.
- City will be responsible for providing all necessary signatures and permit application fees for the regulatory agency permits.
- City will reimburse CMA for any document reproduction costs for the construction documents to be provided City and to the regulatory agencies.
- City will provide any relevant information for the scope of work such as as-builts, GIS data, City agreement with contractor, and any other pertinent documents.



- Additional reimbursable expenses requested by the City of Cooper City outside of the items defined within scope, such as additional land surveying, geotechnical testing, utility testholes, laboratory testing, material testing, permit fees, additional document reproduction, or express delivery of documents, shall be invoiced at cost as defined in our contract agreement with the City of Cooper City.
- Any additional engineering or permitting services from CMA requested by the City of Cooper City outside of the items defined within this scope may be billed, with authorization from the City, at the hourly rates in the general contract.

V. TIME OF PERFORMANCE

CMA shall start work immediately upon the issuance of the Notice to Proceed for Work Authorization from City of Cooper City. CMA shall complete the design services within 140 days of the issuance of the Notice to Proceed. The design and permitting services under this project will be completed according to the schedule below.

Task	Deliverable	Expected Duration
Task 1	Topographic Survey	6 weeks after NTP issuance
Task 2	Engineering Plans	20 weeks after NTP issuance
	<i>90% Construction Documents</i>	<i>8 weeks after NTP issuance</i>
	<i>100% Construction Documents</i>	<i>2 weeks after regulatory permit approvals</i>
Task 3	Permitting and Coordination	18 weeks after NTP issuance (*)
Task 4	Post Design Services	TBD – Based on Contractor award

(*) The duration for the various permit approvals is estimated based on the typical approval timeline by the various regulatory agencies on previous subaqueous utility projects. The duration for the various permit approvals assumes no new easement will be required by the regulatory agencies.

VI. PROJECT FEES

CMA has prepared this proposal for the professional services necessary to accomplish the scope of services as described above. The total fees for this project are \$32,115.00, which are summarized in the table below:

Task	Deliverable	Hourly NTE Fee
Task 1	Topographic Survey	\$6,800.00
Task 2	Engineering Plans	\$15,075.00
Task 3	Permitting and Coordination	\$4,530.00
Task 4	Post Design Services (Optional)	\$5,210.00 – Based on fee schedule proposed in Exhibit A
Task 5	Reimbursable Expenses	\$500.00

500 West Cypress Creek Road, Suite 630
Fort Lauderdale, FL 33309
Office: +1 (954) 730-0707



The total fees quoted in this proposal constitute a guaranteed price for the scope of services set forth herein. CMA commits that the scope of services shall be completed for the quoted price and that no change orders or additional compensation shall be requested by CMA during the performance of its duties and responsibilities pursuant to this proposal.

Should you have any questions, please do not hesitate to contact me at my office at +1 (954) 730-0707, Ext. 1085 or send me an electronic message at ddavila@chenmoore.com.

Respectfully submitted,



CHEN MOORE & ASSOCIATES
Daniel Davila, P.E.
Director of Water & Sewer

500 West Cypress Creek Road, Suite 630
Fort Lauderdale, FL 33309
Office: +1 (954) 730-0707



HOURLY BREAKDOWN

CHEN MOORE & ASSOCIATES

"EXHIBIT A"

BILL LIPS SPORTS COMPLEX DRAINAGE IMPROVEMENTS

	<i>Engineering Intern</i>	<i>Sr. Technician</i>	<i>Construction Specialist</i>	<i>Engineer</i>	<i>Associate Engineer</i>	<i>Project Engineer</i>	<i>Project Manager</i>	<i>Sr. Project Manager</i>	<i>Sub Consultant</i>	Total Cost
	\$50.00	\$90.00	\$95.00	\$105.00	\$115.00	\$130.00	\$185.00	\$205.00		
TASK 1 - TOPOGRAPHIC SURVEY										
Total hours	0	0	0	0	0	0	0	0	\$6,800.00	\$ 6,800.00
						TOTAL	TASK 1 - TOPOGRAPHIC SURVEY			\$ 6,800.00
TASK 2 - ENGINEERING PLANS										
90% Construction Documents		60				20	8	1		\$ 9,685.00
100% Construction Documents		30				15	4			\$ 5,390.00
Total hours	0	90	0	0	0	35	12	1		
						TOTAL	TASK 2 - ENGINEERING PLANS			\$ 15,075.00
TASK 3 - PERMITTING AND COORDINATION										
Cooper City - Engineering Approval						16	1			\$ 2,265.00
Broward County Highway and Engineering Division						16	1			\$ 2,265.00
Total hours	0	0	0	0	0	16	1	0		
						TOTAL	TASK 3 - PERMITTING AND COORDINATION			\$ 4,530.00
TASK 4 - POST DESIGN SERVICES (OPTIONAL)										
Bidding Assistance						4	1			\$ 705.00
Pre-Construction						8	2			\$ 1,410.00
Construction Observation			15				1			\$ 1,610.00
Construction Closeouts and Certifications						10	1			\$ 1,485.00
Total hours	0	0	0	0	0	4	1	0		
						TOTAL	TASK 4 - POST DESIGN SERVICES (OPTIONAL)			\$ 5,210.00
TASK 5 - REIMBURSEABLE EXPENSES										
Total hours	0	0	0	0	0	0	0	0	\$500.00	\$ 500.00
						TOTAL	TASK 5 - REIMBURSEABLE EXPENSES			\$ 500.00
										\$ 32,115.00

Total Fee

\$ 32,115.00

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SUBCONSULTANT SCOPE – TOPOGRAPHIC SURVEY

STONER AND ASSOCIATES

December 7, 2021

Mr. Daniel Davila, PE
Chen Moore and Associates
500 W. Cypress Creek Road
Suite 630
Fort Lauderdale, FL 33309

**RE: Proposal for Professional Surveying Services
Bill Lips Sports Complex Drainage Improvements
City of Fort Lauderdale, FL**

Dear Mr. Davila,

I am pleased to provide you with this proposal for surveying services at the above-referenced site. Based on the information that you provided, I have developed the scope of services shown below.

Site Limits:

Portions of Bill Lips Sports Complex, located at 11700 SW 49th Place, Cooper City, FL 33330. Survey Site limits are outlined in red in the sketches below:



Site Limits 1



Site Limits 2

Survey Type:

Stoner & Associates, Inc. (S&A) will prepare a Topographic Survey meeting the Standards of Practice established by The Board of Professional Surveyors and Mapper within the State of Florida.

SCOPE OF SERVICES:

- Establish several control traverse and bench marks to support the topographic survey and to be utilized on the design plans.
- Vertical control (elevations) will be based on North American Vertical Datum of 1988.
- Horizontal control will be based on the Florida State Plane Coordinates System, East Zone, North American Datum of 83/90.
- The survey of SW 49th Street and SW 49th Court will extend to the crown of the road.
- Obtain elevations at locations no more than 50 feet apart and at high and low spots, except in the areas outlined in green as shown in the Sketch Limits 1, which requires a 10' grid.
- Locate surface features within the survey limits as follows: buildings/dugouts, pavement, driveways, paved swales, sidewalks, slabs, curbs, walls, bleachers, fences, and signage.
- Location visible surface evidence of utilities as follows: utility poles, guy wires, street lighting, storm sewer structures, sanitary sewer structures, wire pull boxes, cable enclosures, utility cabinets, valves, valve boxes, meter boxes, backflow preventers, fire hydrants, and overhead utilities.
- Obtain finished floor elevation of buildings.
- Measure the rim and invert elevation of storm sewer and sanitary sewer structures that are accessible. Determine pipe types, size, and flow direction, when possible. Structures located within active roadways will be as-built at the field crew's discretion, based on safety considerations.
- Utility designations (paint marks) or location of designations are not included.
- Locate pavement striping.
- Locate 3" in diameter or larger within the outfall corridors, only. Denote diameter and common tree name only. Prepare a Tree Table which list each tree species by common name, survey point number, and trunk diameter.
- Road rights-of-way and easements will be graphically plotted on the surveys based on plats of record and F.D.O.T. right-of-way maps.
- Prepare an AutoCAD drawing file using Chen Moore and Associates (CMA) CAD standards.

Project Fee(s):	Amount
Survey	\$6,800.00
Total :	\$6,800.00

Deliverables:

The survey drawings will be prepared utilizing AutoCAD. The AutoCAD drawings and a pdf copy of the survey will be delivered digitally via e-mail along with text files with spot elevations. Certified hard copies of the drawings will be provided upon request and will be billed at the rates shown below for copies. Hard copies will be delivered by United States Postal Service Standard Mail. Other delivery methods will be invoiced at our cost for the service, plus 15% of the cost.

Black-Line Prints

18" x 24" = \$2.50 Per Sheet
24" x 36" = \$5.00 Per Sheet
30" x 42" = \$7.50 Per Sheet

Outside Printing

Cost + 15%

Courier Services

Cost + 15%

The above scope of services and associated fee(s) are based on the following:

- Unless otherwise specified, a search of the public records for information affecting this property is not included in this "SCOPE OF SERVICES."
- Matters of zoning, land use, height, density, access, setbacks, will not be shown on the survey drawings unless specified otherwise in "SCOPE OF SERVICES."
- Environmental and soil conditions will not be shown on the survey drawings unless specified otherwise in "SCOPE OF SERVICES."
- Subsurface features will not be located or shown on the survey unless specified otherwise in "SCOPE OF SERVICES."
- Subsurface utilities remotely located from the surface of the ground, by electronic means are limited in reliability and accuracy. Before the final design of improvements or beginning construction, key alignments, horizontal and vertical locations, pipe sizes and measurements, should be verified by direct excavation and or measurements to verify and ensure the integrity of the data presented in the survey drawings.
- As-built measurements collected in active facilities (storm, sanitary and other structures), are limited in accuracy and reliability. Before the final design of improvements or beginning construction, critical measurements should be verified with the facilities pumped down and cleaned of effluent and derbies to ensure the integrity of the data being presented in the survey drawings. Subsurface features will not be located or shown on the survey unless specified otherwise in "SCOPE OF SERVICES."
- Trees, shrubs, hedges and other vegetation will not be located or shown on the survey unless specified otherwise in "SCOPE OF SERVICES."
- Coordination with attorneys, title companies, outside consultants is not included and will be hourly at the rates shown below.
- Express delivery fees, copies of public records and printing fees are not included and will be billed at our cost.

Service, outside of the above scope of services, will be billed on an hourly basis per the rate schedule shown below:

Employee Classification	Hourly Rate
Principal	\$150.00
Senior Professional Land Surveyor	\$125.00
Professional Land Surveyor	\$110.00
Field Crew Supervisor	\$75.00
Survey/CAD Technician	\$75.00
Survey Crew	\$150.00
Administrative	\$70.00

Standard General Conditions:

- **Payment of Invoices** – Invoices are due and payable upon receipt. Delinquent accounts more than 30 days from the date of invoice will constitute a breach of this agreement, and all remaining services may be terminated at the option of Stoner & Associates, Inc. (from now on referred to as S&A). Should it become necessary to collect any unpaid invoices through an attorney or legal proceedings, the client agrees to pay all costs of collections, including attorneys' fees.
- **Hours & Rates** - Rates are based on a forty (40) hour week, excluding holidays. Time more than forty (40) hours per week will be invoiced at one and one-half times the rates quoted herein (overtime time-and-a-half).
- **Termination** – The obligation to provide further services under this agreement may be terminated by either party upon seven (7) day' written notice in the event of substantial failure by the other party to perform by the terms hereof through no fault of the terminating party.
- **Client-Furnished Information** – S&A will consider all information supplied by the client as accurate and correct. Extra work or work was done over because of inaccurate or incorrect information supplied by the client will be paid for as additional services.
- **Ownership of Documents** – All documents prepared under this Agreement are instruments of service and are the property of S&A. The use of said documents on other projects or extensions of this project must be approved in writing by S&A.
- **Additional Services** – If authorized by the client, S&A will furnish additional services, which are not considered normal or customary basic services. The cost for additional services provided by S&A personnel will be billed on a time and materials basis. Additional services provided by others (i.e., soil testing, aerial photography, etc.) will be billed directly to the client by the provider.
- **Reimbursable Expenses** – The client will pay S&A for the actual expenses incurred in connection with the project for commercial travel and subsistence, shipping charges (i.e. Federal Express, mail, etc.), courier/delivery charges, printing, and reproduction costs.
- **Controlling Law** – This Agreement will be governed by the laws of the State of Florida and is deemed to have been entered into in Broward County, Florida.
- **Oral Agreements** – No oral agreement guaranty, promise, representation or warranty will be binding.
- **Limitation of Liability** – The client agrees to limit any and all liability or claim for damages, cost of defense, or expenses to be levied against S&A by the client or third parties to a sum not to exceed \$20,000.00 or the amount of our fee, whichever is greater, on account of any design defect, error, omission, or professional negligence.

Sincerely,

STONER & ASSOCIATES, INC.



James D. Stoner, P.S.M.
President

JDS: las

Mr. Daniel Davila, PE
December 7, 2021
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Authorization to Proceed – The person signing below authorizes the work herein described to be performed and does so on behalf of the owner of the property in question and warrants that he/she has authority to sign this agreement on behalf of the owner and will accept all charges incurred on behalf of the owner.

Read and approved this _____ day of _____, 2021.

SIGNATURE: _____

TYPED NAME AND TITLE: _____

FIRM: _____



Please complete the information requested below to ensure that we have accurate information for this project.

PROJECT CONTACT / BILLING INFORMATION

Business Name: _____

Business Address: _____

Business Phone Number: _____

Business Fax Number: _____

Project Manager's Name: _____

Contact Phone Number: _____

E-mail Address: _____

Billing Contact's Name: _____

Contact Phone Number: _____

E-mail Address: _____

Billing Address:
(if different than above) _____

Preferred Method of Receiving Invoices: **Mail** _____ **E-Mail** _____