

February 19, 2016

City of Dania Beach  
100 W Dania Beach Blvd  
Dania Beach, FL 33004  
ATTN: Brad Kaime

**Subject: NPDES Permit Compliance Services  
Scope of Services**

Dear Mr. Kaime:

Chen Moore and Associates (CMA) is pleased to submit the attached Scope of Services to provide professional services to assist the City of Dania Beach with NPDES Permit Compliance. CMA will provide professional services to assist with the annual reporting pertaining to the Municipal Separate Storm Sewer Systems (MS4) NPDES Permit for the City of Dania Beach.

### **PROJECT INTRODUCTION**

The State of Florida's Department of Environmental Protection requires that an annual report form for individual NPDES permits for Municipal Separate Storm Sewer Systems (MS4) be submitted by operators and co-permittees that are covered by an individual NPDES stormwater permit pursuant to Rule 62-624 F.A.C. The City of Dania Beach is a co-permittee under Broward County and must submit this report annually to FDEP in conjunction with Broward County. Upon review of the City of Dania Beach MS4 NPDES Audit Report dated April 16, 2015, the City of Dania Beach has 11 items defined in the audit that are declared unsatisfactory. CMA has reviewed this MS4 NPDES audit report and have identified various tasks that CMA can assist the City during the preparation of the MS4 Permit. CMA shall be responsible for providing professional services necessary for compliance with NPDES Permit according to the scope of services defined below.

### **SCOPE OF SERVICES**

#### **Task 1: GIS Stormwater Atlas Development**

CMA will create the City's GIS Stormwater Atlas based on previously completed AutoCAD survey drawings for the CMA recently completed Broward County UAZ Projects within the City of Dania Beach limits. These Broward County UAZ Projects include UAZ 303, UAZ 307, UAZ 314, UAZ 315, UAZ 316, and UAZ 318. Based on the existing AutoCAD survey information, CMA will create the drainage shapefiles within the City's GIS Stormwater Atlas to incorporate the existing stormwater systems in these UAZ project areas. CMA will incorporate the relevant data on the existing stormwater system into the GIS Stormwater Atlas, which includes the horizontal coordinate locations of drainage structure, structure rim elevations, pipe invert elevations, pipe diameters, and pipe materials, as available. CMA will submit a draft GIS Stormwater Atlas for review by the City. CMA will revise the GIS Stormwater Atlas GIS Geodatabase based on any review comments provided by the City. CMA will submit the final Stormwater GIS Atlas in GIS shapefiles. CMA shall complete this task within 45 calendar days from the issuance of the Notice to Proceed by the City. All work under this task will be billed on an hourly not to exceed basis.

## **Task 2: NPDES Documentation Review**

CMA will assist the City with NPDES Documentation Review includes the tasks outlined below. CMA shall complete Task 2 within 45 calendar days from the issuance of the Notice to Proceed by the City. All work under this task will be billed on an hourly not to exceed basis.

### Task 2.1 NPDES Documentation Development

CMA will create the relevant Standard Operating Procedure (SOP) forms defined in the MS4 NPDES Permit. CMA will assist the City to implement a system for tracking values associated with litter control and street sweeping. CMA will create inspection checklist to document maintenance yard inspections. CMA will create construction site inspection and reporting procedures. CMA will submit a draft NPDES documentation for review by the City. CMA will revise the NPDES documentation based on any review comments provided by the City.

### Task 2.2 Review Local Codes and Regulations

CMA will review local codes and ordinances pertaining to stormwater impact for new development and redevelopment. CMA will summarize the ordinance and code review and provide recommendations to ensure compliance with the NPDES permit requirements.

### Task 2.3 Coordination with City Departments

CMA will meet with various City Departments to review current operating procedures and requirements. CMA will coordinate with various City Departments to discuss the implementation of newly created NPDES Standard Operating Procedures (SOP) and NPDES compliance forms.

## **Task 3: NPDES Erosion and Sedimentation Control Training**

CMA will provide NPDES erosion and sedimentation control inspection training to all appropriate staff members of the City of Dania Beach as required in the MS4 NPDES Permit. The NPDES erosion and sedimentation control inspection training will be conducted over two consecutive days, which will provide attendees with a NPDES training certification. CMA shall complete Task 3 within 60 calendar days from the issuance of the Notice to Proceed by the City. The training dates to be determined by the City at a later date. All work under this task will be billed on an hourly not to exceed basis. CMA shall be available for additional NPDES training as needed to be billed hourly per the attached rate schedule.

## **Task 4: NPDES Annual Report Assistance**

CMA shall coordinate with relevant City departments to collect documentation required for the completion of the NPDES Annual Report. CMA shall assist the City with the preparation of the NPDES **Year 4 Annual Report**, which has a reporting period of **September 2014 to August 2015**. CMA shall complete all work according to permit deadlines established by FDEP. All work under this task will be billed on an hourly not to exceed basis.

**DELIVERABLES**

CMA will provide the following deliverables for the project:

- GIS Stormwater Atlas
- NPDES Standard Operating Procedures (SOP)
- NPDES inspection checklists and forms
- NPDES Training Certificates
- NPDES Annual Report

**SCOPE ASSUMPTIONS**

City will also be responsible for providing the following items for this project:

- Provide copy of all relevant documentation, which should include but is not limited to: maintenance logs, inspection reports, educational brochures, meeting agenda, certifications, and any correspondence from FDEP or Broward County related to the NPDES Program.
- Track all maintenance activities, which should include but is not limited to: street sweeping, cleaning of drainage pipe and outfalls, along with any public education and outreach programs as required under the NPDES permit.
- Notify CMA of any Building Permit applications for larger construction sites (greater than one acre) to allow for a site plan review to ensure NPDES compliance during construction activities.
- Notify CMA of any construction activities on larger sites (greater than one acre) to allow for NPDES inspection during construction activities.

**PROJECT SCHEDULE**

CMA shall start work immediately upon receipt of Notice to Proceed and official authorization from the City of Dania Beach.

<b>Task</b>	<b>Task Description</b>	<b>Duration</b>
1	GIS Stormwater Atlas Development	45 days
2	NPDES Documentation Review	45 days
3	NPDES Erosion and Sedimentation Control Training	TBD
4	NPDES Annual Report Assistance	TBD

**PROJECT FEES**

CMA has prepared this proposal for the professional services necessary to accomplish this scope of services on this project. The total fees for this project are **\$24,740**, which are summarized within the table below:

<b>Task</b>	<b>Task Description</b>	<b>Hourly NTE Fees</b>
1	GIS Stormwater Atlas Development	\$8,560
2	NPDES Documentation Review	\$9,310
3	NPDES Erosion and Sedimentation Control Training	\$2,600
4	NPDES Annual Report Assistance	\$4,270
	<b>Total:</b>	<b>\$24,740</b>

Should you have any questions, please do not hesitate to contact me at my office at (954) 730-0707 – Extension 1030 or on my cell phone at (954) 818-5804 or send me an electronic message at [jsmith@chenmoore.com](mailto:jsmith@chenmoore.com).

Respectfully submitted,

CHEN MOORE AND ASSOCIATES  
Jennifer Smith PE  
Assistant Project Manager

## EXHIBIT A

### GENERAL CONDITIONS/PROVISIONS

These general conditions are attached and made part of proposals and Agreements for services rendered by Chen Moore and Associates (CMA), the Consultant.

#### **1.0 Standard of Care**

Consultant, providing services under the Agreement, will endeavor to perform in a manner consistent with the degree of care and skill exercised by members of the same profession under similar current circumstances. The Consultant cannot and does not warrant or guarantee that the Client's project will comply with all interpretations of the Americans with Disabilities Act (ADA) requirements.

#### **2.0 Basic Services**

Consultant shall provide the mutually agreed-upon services outlined in this Agreement. Any services not specifically outlined in this Agreement are specifically excluded from the scope of Consultant's services. Consultant assumes no responsibility to perform any services not specifically addressed in the Agreement.

#### **3.0 Additional Services**

If mutually agreed to in writing by the parties, in advance, Consultant will provide additional services, which shall be documented and appended hereto. Additional services are not included as part of the basic scope of services and shall be paid for by Client in addition to the payment for basic services. Payment for additional services shall be as mutually agreed to by the parties.

#### **4.0 Client Responsibilities**

Unless otherwise designated in writing, the Client's representative with respect to the services to be rendered under the Agreement shall be the individual designated for the authorized signature. Client shall provide all criteria and information required for Consultant to perform services under the Agreement. Client shall provide for access to and make all provisions for Consultant to enter upon public and private property as required to perform services under the Agreement.

#### **5.0 Compensation**

- a) Monthly progress invoices for basic services and additional services shall be submitted to the Client by Consultant based on percentage complete for each project task. Hourly services shall be invoiced based on applicable hourly rates in accordance with the Rate Schedule which is subject to semi-annual adjustment.
- b) These invoices are due upon presentation and shall be considered past due if not paid within thirty (30) calendar days.
- c) In order to provide uninterrupted service by Consultant, Client is required to promptly pay submitted invoices. Client shall have a fourteen (14) day review period to request clarification or additional information regarding an invoice. If no request is made during the review period, the invoice is deemed approved and payment shall be made in the full amount of the invoice.
- d) If Client fails to make payments when due or otherwise breaches the Agreement, Consultant may suspend performance of services with *seven (7) days written* notice to Client. Consultant shall have no liability whatsoever to Client for any costs or damages whatsoever as a result of such suspension caused by any breach of the Agreement by Client. Upon payment in full by Client, Consultant may, upon written agreement of both parties, resume services under the Agreement and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for Consultant to resume performance.
- e) Payment of invoices is in no case subject to unilateral discounting or setoffs by Client and payment is due regardless of suspension or termination of the Agreement by either party.

#### **6.0 Permit, Agency and Application Fees**

Client shall be responsible for and pay all project-related fees including, but not limited to, permitting, filing, recording, inspection, plan review, DRI, PUD, rezoning and other related fees.

#### **7.0 Collection Costs**

In the event that any invoice or portion thereof remains unpaid for more than thirty (30) days following the invoice date, Consultant may initiate legal action to enforce the compensation provision of the Agreement. Consultant is entitled to collect any judgment or settlement sums due, reasonable attorney fees, court costs, interest and expenses incurred by Consultant in connection with the collection of any amount due under the Agreement.

#### **8.0 Reimbursables**

Project-related expenses such as travel, lodging, per diem, long distance communications, postage, shipping, reproductions, approved subcontracted services and other necessary and customary costs shall be paid to Consultant by Client. These reimbursables shall be compensated at:

- Unit prices per Consultant's Rate Schedule.
- Out-of-pocket expenses billed at a multiplier of 1.15 to cover processing costs.

#### **9.0 Taxes**

Any government-imposed taxes or fees shall be added to the invoice and paid by Client to Consultant for services under the Agreement.

#### **10.0 Indemnification**

- Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Consultant, its officers, employees and independent subconsultants against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or connected with the Agreement or performance by any of the parties above-named, of the services performed under the Agreement, except (i) those damages, liabilities or costs attributed to the negligent acts or negligent failures to act by Consultant specifically in the performance of the Agreement, or (ii) those liabilities or costs attributed to grossly negligent or intentional acts by Consultant occurring other than in the specific performance of the Agreement.
- Client agrees that as Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Consultant, a Florida corporation, and not against any of Consultant's employees, officers or directors, and specifically waives the bringing of any such claims against said individuals.
- In the event that any third party, whether or not such third party is a party to this Agreement, should bring an action, assert a claim, or have imposed upon Consultant, its officers, directors, employees and independent subconsultants any judgment, damages or liability where such claim is, in any way whatsoever, asserted due to the existence of this Agreement or any services rendered or performed by Consultant, its officers, employees and independent subconsultants in connection therewith, Client agrees to indemnify and hold Consultant, its officers, employees and independent subconsultants harmless of and from any and all claims, liabilities, damages, costs, judgment or other amounts which may be awarded against Consultant, its officers, directors, employees and independent subconsultants, or any of the foregoing.

#### **11.0 Limitation of Liability**

In recognition of the relative risks and benefits of the project to both Client and Consultant, Client agrees to the fullest extent permitted by law, to limit the liability of Consultant and/or its employees, officers, directors, partners, agents and/or representatives to Client and/or any person and/or entity claiming by and/or through Client for any and all claims, losses, costs, damages or claim's expenses from any cause or causes, including, but not limited to, attorney fees and costs resulting from Consultant's negligent acts, errors and/or omissions. The total liability of Consultant to Client shall in no event exceed \$100,000.

#### **12.0 Instruments of Service Ownership**

- All reports, plans, specifications, electronic files, field data, notes and other documents and instruments prepared by Consultant as the Agreement's instruments of service shall remain the property of Consultant. Consultant shall retain all common law, statutory and other reserved rights, including the copyright thereto.
- Instruments of service by Consultant are for the sole use of Client and are not to be copied or distributed, in any manner, to a third party, without the express written permission of Consultant. Electronic information or files are for informational purposes only. It is the responsibility of Client to verify the accuracy of the information therein and to hold Consultant harmless for any damages that may result from the use of the information. Client at his own cost shall be responsible for validating any and all electronic information provided.

#### **13.0 Governing Law**

Client and Consultant agree that the Agreement and any legal actions concerning said Agreement shall be governed by the laws of the State of Florida.

#### **14.0 Mediation/Dispute Resolution**

- To resolve any conflict which might arise during the performance of the Consultant's services under the Agreement, or during the construction of the Project, and/or following the completion of the project, Client and Consultant agree that all disputes, pertaining to the performance of services by Consultant, shall be first submitted to non-binding mediation. Failure by any party to fully comply with the pre-suit mediation provision shall, upon finding by a court and/or jury, constitute a waiver of this condition precedent. The fees and/or costs of mediation shall be equally borne by the parties to the Agreement.
- In the event of litigation, disputes shall be resolved in the circuit court of the Florida County in which the Project is located under the Agreement. The prevailing party in such litigation shall be entitled to recover from the non-prevailing party all reasonable attorney fees, taxable court costs, expert witness fees and costs, demonstrative evidence costs, and such other reasonable fees and/or costs generally associated with the litigation of such matters, as determined upon hearing, post-trial, by the court.
- Irrespective of any contract provision or obligation of either party hereunder pursuant to contract or agreement with person(s) and/or entity(ies) not specifically named herein, Consultant shall not be obligated to participate in, nor be a named party in, any arbitration proceeding without the express written consent of Consultant.

### **15.0 Delays**

- a) In the event the project under the Agreement is delayed by any act or omission by Client or any other causes beyond Consultant's exclusive control, Client agrees that Consultant is not responsible for any and all damages arising directly or indirectly from such delays. If the delays resulting from any such causes are fifteen (15) days or more, or increase the cost or time required by Consultant to perform its services in an orderly and efficient manner, Consultant shall be entitled to an equitable adjustment in schedule and/or compensation prior to re-commencing work on the project.
- a) Client recognizes and agrees that factors both within and without Consultant's control may delay the work performance, permit issuance, design and construction of the project. Client agrees that it shall not be entitled to any claim for damages due to hindrances or delays from any cause whatsoever including, but not limited to: the production of contract documents; review of documents by any government agency; issuance of permits from any government agency, beginning of completion of construction; or performance of any task of the work pursuant to the Agreement. Permitting is a regulatory function and Consultant does not guarantee issuance of any permit. Agency reviews and permitting are deemed 'factors' outside of the Consultant's control.

### **16.0 Termination**

The Agreement and the obligation to provide further services under the Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Consultant shall have the right to terminate this Agreement for Consultant's convenience and without cause upon giving the Client seven (7) days written notice. In the event of termination of the Agreement by either party, Client shall within fifteen (15) calendar days of termination, pay Consultant for all services rendered to date, all reimbursable costs and termination expenses incurred by Consultant up to the date of termination, in accordance with the payment provisions of the Agreement.

### **17.0 Renegotiation of Fees**

Consultant reserves the right to renegotiate fixed fees to reflect changes in price indices and pay scales applicable to the period when services are rendered.

### **18.0 Construction Phase**

- a) Consultant shall not, during any site visits or as a result of observing Contractor's work in progress, supervise, manage, direct or have control over Contractor's work. Nor shall Consultant have any authority or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s) for safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing its work. Consultant can neither guarantee the performance of the construction contracts by Contractor(s) nor assume any responsibility for Contractor's failure to finish and perform its work in accordance with the contract documents.
- b) If construction phase services including project observation or review of the Contractor's performance are not part of this Agreement, such services shall be provided for by the Client. The Client assumes all responsibility for interpretations of the Contract Documents and for construction observation; and the Client waives any claims against the Consultant that may be in any way connected thereto.

### **19.0 Signage**

Client agrees to provide Consultant with a location for Consultant's temporary construction signage on the project site before and during construction activities.

### **20.0 Notice**

That, 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 of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit.

#### FOR CMA

Peter Moore P.E., President  
Chen Moore and Associates  
500 W. Cypress Creek Road,, Suite 630  
Fort Lauderdale, FL33309

### **21.0 Successors and Assigns**

Neither party to the Agreement shall transfer, sublet or assign any rights under or interest in the Agreement (including, but without limitation, monies that may become due or monies that are due) without the prior written consent of the other party. Subcontracting to subconsultants normally contemplated by Consultant shall not be considered as an assignment for purposes of the Agreement.

**EXHIBIT B**

***AGREEMENT FOR PROFESSIONAL SERVICES - WORK AUTHORIZATION***

CMA Project Name:       **NPDES Permit Compliance Services**  
Client Name:             **City of Dania Beach**  
Client Contact:         **Brad Kaine**  
Client Address:         **100 West Dania Beach Boulevard**  
Client Phone/Fax:       **(954) 924-3740**  
Client E-mail:          **bkaine@ci.dania-beach.fl.us**  
CMA Project No.         **090.027**  
Agreement Date:         **Approval Date**  
FEE:                     **\$24,740**  
RETAINER:              **N/A**

**The undersigned agree to the attached General Conditions/Provisions which are incorporated and made a part of this Agreement. Any additional requested services will be addressed in a separate agreement.**

**CHEN MOORE AND ASSOCIATES  
D/B/A CHEN AND ASSOCIATES CONSULTING ENGINEERS, INC. (CONSULTANT)**

\_\_\_\_\_  
Authorized Signature

Jennifer Smith / Assistant Project Manager  
\_\_\_\_\_  
Print Name/Title

01/12/2016  
\_\_\_\_\_  
Date

**CITY OF DANIA BEACH (CLIENT)**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name/Title

\_\_\_\_\_  
Date



**EXHIBIT C – RATE SCHEDULE**

<b><u>Title</u></b>	<b><u>Hourly Rate</u></b>
Principal	\$250.00
Project Director	\$190.00
Senior Project Manager	\$170.00
Project Manager	\$155.00
Senior Engineer	\$140.00
Senior Construction Specialist	\$130.00
Senior Landscape Architect	\$125.00
Senior Planner	\$125.00
Project Engineer	\$125.00
Associate Engineer	\$115.00
Senior Designer	\$105.00
Project Landscape Architect	\$100.00
Project Planner	\$100.00
Associate Landscape Architect	\$85.00
Associate Planner	\$85.00
Engineer	\$85.00
Designer	\$85.00
Construction Specialist	\$85.00
Senior Technician	\$75.00
Technician	\$65.00
Clerical	\$60.00
Engineering Intern	\$60.00

**NPDES PERMIT COMPLIANCE SERVICES  
EXHIBIT D - FEE PROPOSAL**

TASK NO.	TASK DESCRIPTION	PRINCIPAL	PROJECT DIRECTOR	SENIOR PROJECT MANAGER	PROJECT MANAGER	SENIOR ENGINEER / SENIOR PLANNER / SENIOR LANDSCAPE ARCHITECT	PROJECT ENGINEER / PROJECT PLANNER / PROJECT LANDSCAPE ARCHITECT	ASSOCIATE ENGINEER / ASSOCIATE PLANNER / ASSOCIATE LANDSCAPE ARCHITECT	SENIOR DESIGNER	ENGINEER / DESIGNER / PLANNER / LANDSCAPE ARCHITECT	SENIOR TECHNICIAN	TECHNICIAN	SENIOR CONSTRUCTION SPECIALIST	CONSTRUCTION SPECIALIST	CLERICAL / INTERN	TOTAL HOURS	TOTAL COST
1.0	GIS Stormwater Atlas Development					24						80				104	\$8,560
	<b>TOTAL - TASK 1</b>																<b>\$8,560</b>
2.0	NPDES Documentation Review																
2.1	NPDES Documentation Development					2								32		34	\$3,000
2.2	Review Local Codes and Regulations				2	2								32		36	\$3,310
2.3	Coordination with City Departments					2								32		34	\$3,000
	<b>TOTAL - TASK 2</b>																<b>\$9,310</b>
3.0	NPDES Erosion and Sedimentation Control Training												20			20	\$2,600
	<b>TOTAL - TASK 3</b>																<b>\$2,600</b>
4.0	NPDES Annual Report Assistance				2	4								40		46	\$4,270
	<b>TOTAL - TASK 4</b>																<b>\$4,270</b>
	<b>SUBTOTAL HOURS</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>34</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>80</b>	<b>20</b>	<b>136</b>	<b>0</b>	<b>274</b>	
	<b>TOTAL FEE ESTIMATE</b>																<b>\$24,740</b>
	<b>Hourly Rates (FY 2015)</b>	<b>\$250.00</b>	<b>\$190.00</b>	<b>\$170.00</b>	<b>\$155.00</b>	<b>\$140.00</b>	<b>\$125.00</b>	<b>\$115.00</b>	<b>\$105.00</b>	<b>\$85.00</b>	<b>\$75.00</b>	<b>\$65.00</b>	<b>\$130.00</b>	<b>\$85.00</b>	<b>\$60.00</b>		