

MEMORANDUM

DATE: September 29, 2020

TO: *****ORIGINAL*****
City Clerk's Office

FROM: Jason Bezak, Procurement Agent I
Procurement Management Department

SUBJECT: Record Retention

CONTRACT: 20190112 Amendment # 2
CONTRACT TITLE: Professional Engineering Design Services for the
Floresta Drive Improvements from south of the
Elkcam Waterway to Crosstown Parkway (**Phase 2**)
and from Crosstown Parkway to Prima Vista
Boulevard (**Phase 3**)

VENDOR NAME: AMERICAN CONSULTING ENGINEERS OF
FLORIDA, LLC.

VENDOR ADDRESS: 2818 Cypress Ridge Blvd, Suite 200,
CITY & STATE: Wesley Chapel, FL 33544

APPROVED BY COUNCIL: 09/28/2020

CONTRACT TERM: Amendment # 2 adds an additional 41 calendar
days. Amendment # 2 adds an additional
\$355,673.00. This work is being fully reimbursed
by St. Lucie County per the Interlocal Agreement.

Please see the attached for (1) original contract for your records.

Contract # 20190112 Amendment # 2

Contract # 20190112

Amendment #2

Date: 09/29/2020

Contract Title: Professional Engineering Design Services for the Floresta Drive Improvements from south of the Elkcarn Waterway to Crosstown Parkway (Phase 2) and from Crosstown Parkway to Prima Vista Boulevard (Phase 3)

Contractor's Name: American Consulting Engineers of Florida, LLC

Current Expiration: March 31, 2021
Revised Expiration Date: May 11, 2021
Original Contract Amount: \$ 2,100,000.00
Amendment #2 Amount: \$ 355,673.00
Revised Contract Amount: \$ 2,455,673.00

The following modifications to the Terms and Conditions contained in Contract # 20190112 between American Consulting Engineers of Florida, LLC dated December 16, 2019 and the City of Port St. Lucie are hereby incorporated and made a part of that Contract.

1. Exhibit A attached encapsulates the full scope of work being done via Amendment #2.
2. Amendment #2 shall add an additional \$355,673.00.
3. Amendment #2 shall add an additional 41 calendar days.
4. All other terms and conditions of the original contract and/or Addenda apply.

IN WITNESS WHEREOF, the parties have executed this contract the day and year first above written.

CITY OF PORT ST. LUCIE FLORIDA

AMERICAN CONSULTING ENGINEERS OF FLORIDA, LLC.

By: _____

City Purchasing Agent

By: _____

Authorized Representative

State of: Florida

County of: Pasco

Before me personally appeared: _____

E. Gayle Grady, PE

(please print)

Personally known X

or Produced Identification: _____

(type of identification)

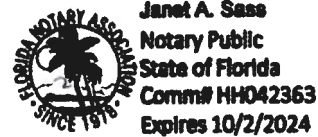
known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that she executed said instrument for the purposes therein expressed.
(s/he)

WITNESS my hand and official seal, this 29th day of SEPTEMBER, 2020.

Notary Signature

Notary Public-State of FLORIDA at Large

My Commission Expires 10/2/2024



(seal)

EXHIBIT A

SCOPE OF PROFESSIONAL SERVICES

CITY OF PORT ST. LUCIE

Design Services for Floresta Drive Reconstruction Project from South of Elkcarn Waterway to Crosstown Parkway (Phase 2) and From Crosstown Parkway to Prima Vista Boulevard (Phase 3) Prima Vista Boulevard Raised Median from NE Estia Lane to NE Naranja Avenue

City Contract No. 20190112

PREFACE

The following reflects the Scope of Services to provide the Professional Engineering Services necessary for design and permitting services relative to the Floresta Drive Phases 2-3 project. This work will be consistent with the adopted goals, objectives and programs of the City of Port St. Lucie City Council (CPSLCC).

The CONSULTANT will provide engineering services and updating the Floresta Drive Phases 2-3 plans to add a raised median on Prima Vista Boulevard from NE Estia Lane to NE Naranja Avenue.

More specifically the CONSULTANT will provide the following services:

SPECIFIC DESCRIPTION

Task 1: Underground Drainage Pipe Video:

The CONSULTANT will clean and video the underground drainage system for the existing 12"-60" drainage pipes for a total distance of 2800 linear feet in the area between NE Estia Lane to NE Naranja Avenue. See Shenandoah General Construction Co. proposal for fees for this task.

Task 2: Survey: (Topographic survey)

Consultant will provide Design Survey- Limits: Prima Vista Blvd, 100 feet west of NE Estia Lane to 100 feet east of NE Naranja Ave, approximately 1,600 feet. Survey work includes all Topographic features and updating DTM. See Bowman Consulting proposal for complete scope and breakdown of the fees for this task.

Task 3: Survey: (underground utility designates and potholes): (This task will be authorized if needed after analyzing underground drainage pipe video)
Consultant will provide utility designates and potholes - Limits: Prima Vista Blvd, 100 feet west of NE Estia Lane to 100 feet east of NE Naranja Ave,

approximately 1,600 feet. See Bowman Consulting proposal for complete scope and breakdown of the fees.

Task 4: Geotechnical:

CONSULTANT will provide geotechnical testing for new light poles. Mast arm texting was already completed with Floresta 2-3 preliminary work. See Anderson Andre Consulting Engineers, Inc. proposal for complete scope and breakdown of fees for this task.

Task 5: Project General Tasks:

CONSULTANT shall provide graphics for 2 public meetings and provide staff to attend public meetings and answer questions. This task includes all contract maintenance and project documentation along with all project Manager meeting time. See American's staff hour sheets for breakdown of hours and fees for this task.

Task 6: Roadway Design & Plans:

CONSULTANT shall prepare and design a raised median for project limits. CONSULTANT shall plateau the Floresta/Prima Vista Intersection. Plans and design will included the following: Key Sheet, Typical Sections, General notes, Plan/Profile Sheets, Cross Sections, Miscellaneous Detail sheets, Temporary Traffic Control Plans, prepare quantities, Bid tabs and engineers cost estimates. See American's staff hour sheets for breakdown of hours and fees for this task.

Task 7: Signing & Pavement Marking Design & Plans:

CONSULTANT shall design and prepare plans to update Signing and Marking Plans for project limits. Plans and design will included the following: Key Sheet, Tabulation of Quantities, General Notes, Plan Sheets and Miscellaneous Detail sheets. See American's staff hour sheets for breakdown of hours and fees for this task.

Task 8: Lighting Design & Plans:

CONSULTANT shall design and prepare plans for new roadway lighting for project limits on Prima Vista. Plans and design will included the following: Key Sheet, Tabulation of Quantities, General Notes, Plan Sheets and Miscellaneous Detail sheets. See American's staff hour sheets for breakdown of hours and fees for this task.

Task 9: Drainage Design & Plans: (This task will be authorized if needed after analyzing underground drainage pipe video)

CONSULTANT shall prepare drainage design and plans as needed for project limits. See Captec's staff hour sheets for breakdown of hours and fees for this task.

Task 10: Utility Design & Plans: (This task will be authorized if needed after analyzing underground drainage pipe video)

CONSULTANT shall prepare utility design and plans as needed for project limits. See Captec's staff hour sheets for breakdown of hours and fees for this task.

Task 11: Signalization Design & Plans and Public Meetings:

CONSULTANT shall design new mast arm signals for the Floresta/Prima Vista Intersection. Plans and design will included the following: Key Sheet, Tabulation of Quantities, General Notes, Plan Sheets and Miscellaneous Detail sheets along with preparing for and attending two public meetings. See Captec's staff hour sheets for breakdown of hours and fees for this task.

Task 12: Landscaping Design & Plans:

CONSULTANT shall prepare and design Landscaping Plans for project limits. Design will included the following: Full irrigation in the medians; Tree bubbler irrigation only for trees outside the roadway; Irrigation source will be potable water; Performance turf will be St. Augustine in the medians and Bahia outside the roadway, and; Trees-only planting for medians and sides of roadways. See Gentile Glas Holloway O'Mahoney & Associates, Inc.'s staff hour sheets for breakdown of hours and fees for this task.

Task 13: Permitting: (This task will be authorized if needed after analyzing underground drainage pipe video)

CONSULTANT shall prepare permits as needed for project improvements. See Captec's staff hour sheets for breakdown of hours and fees for this task.

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COMPENSATION

The total amount to be paid by the City to the ENGINEER is as follows:

Compensation shall be in accordance with the Schedule listed below:

TASK DESCRIPTION	TOTAL FEE
Task 1- Underground Drainage Pipe Video:	\$ 11,400.00
Task 2- Survey: (Topographic survey)	\$ 13,500.00
Task 3- Survey: (utility designates and potholes)	\$ 16,200.00
Task 4- Geotechnical	\$ 2,510.00
Task 5- Project General Tasks	\$ 30,866.00
Task 6- Roadway Design & Plans	\$ 106,132.00
Task 7- Signing & Pavement Marking Design & Plans	\$ 28,752.00
Task 8- Lighting Design & Plans	\$ 62,298.00
Task 9- Drainage Design & Plans	\$ 15,900.00
Task 10- Utility Design & Plans	\$ 15,900.00
Task 11- Signalization Design & Plans:	\$ 25,000.00
Task 12- Landscaping Design & Plans	\$ 15,015.00
Task 13- Permitting	\$ 6,800.00
Reimbursable expenses: (Permits & Public Meeting Boards)	\$ 5,400.00
Total Fee:	<u>\$ 355,673.00</u>

SCHEDULE

TASK DESCRIPTION	TOTAL CALENDAR DAYS
Task 1- Underground Drainage Pipe Video:	<u>45 Days</u>
Task 2- Survey: (Topographic survey)	<u>45 Days</u>
Task 3- Survey: (utility designates and potholes)	<u>90 Days</u>
Task 4- Geotechnical	<u>30 Days</u>
Task 5- Project General Tasks	<u>150 Days</u>
Task 6- Roadway Design & Plans	<u>150 Days</u>
Task 7- Signing & Pavement Marking Design & Plans	<u>150 Days</u>
Task 8- Lighting Design & Plans	<u>150 Days</u>
Task 9- Drainage Design & Plans	<u>150 Days</u>
Task 10- Utility Design & Plans	<u>150 Days</u>
Task 11- Signalization Design & Plans:	<u>150 Days</u>
Task 12- Landscaping Design & Plans	<u>150 Days</u>
Task 13- Permitting	<u>180 Days</u>

Total time for this work

225 Days from NTP

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project: Prima Vista Raised Median, Lighting & Signals
 County: St. Lucie
 City Project Number: 20190112
 FAP No.: N/A

Consultant Name: American Consulting Professionals

Consultant No.: 5209356

Date: 8/26/2020

Estimator: C. N. O'Reilly

Staff Classification	Total Staff Hours From "SH Summary - Firm"	Chief Engineer/ Project Manager	Sr Engineer	Engineer	Sr Designer	Engineering Intern	SH	Salary	Average
		\$322.00	\$255.00	\$161.00	\$134.00	\$130.00	By Activity	Cost By Activity	Rate Per Task
3. Project General and Project Common Tasks	152	38	23	23	23	46	153	\$30,866	\$201.74
4. Roadway Analysis	396	40	59	59	119	119	396	\$68,840	\$173.84
5. Roadway Plans	214	22	32	32	64	64	214	\$37,292	\$174.26
19. Signing & Pavement Marking Analysis	97	9	15	15	29	29	97	\$16,794	\$173.13
20. Signing & Pavement Marking Plans	69	7	10	10	21	21	69	\$11,958	\$173.30
23. Lighting Analysis	194	18	39	39	49	49	194	\$34,956	\$180.19
24. Lighting Plans	151	15	30	30	38	38	151	\$27,342	\$181.07
Total Staff Hours	1,273	149	208	208	343	366	1,274		
Total Staff Cost		\$47,978.00	\$53,040.00	\$33,488.00	\$45,962.00	\$47,580.00		\$228,048.00	\$179.00

Check = \$228,048.00

SALARY RELATED COSTS:		\$228,048.00
SUBTOTAL ESTIMATED FEE: (American Consulting Professionals)		\$228,048.00
Subconsultant:	Shenandoah General Construction Co.	\$11,400.00
Subconsultant:	Bowman Consulting	\$29,700.00
Subconsultant:	Anderson Andre Consulting Engineers, Inc.	\$2,510.00
Subconsultant:	Captec	\$63,600.00
Subconsultant:	Gentile Glas Holloway O'Mahoney & Associates, Inc.	\$15,015.00
SUBTOTAL ESTIMATED FEE:		\$350,273.00
Reimbursable Expenses:		
Permits:		\$3,650.00
Public Meeting Display Graphics		\$1,750.00
GRAND TOTAL ESTIMATED FEE:		\$355,673.00

Contract # 20190112
Amendment # 2
Project Activity 3: General Tasks

Estimator: C. N. O'Reilly

Prima Vista Raised Median, Lighting & Signals
20190112

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
3.1	Public Involvement					
3.1.1	Community Awareness Plan	LS	1	0	0	N/A
3.1.2	Notifications	LS	1	0	0	N/A
3.1.3	Preparing Mailing Lists	LS	1	0	0	N/A
3.1.4	Median Modification Letters	LS	1	0	0	N/A
3.1.5	Driveway Modification Letters	LS	1	0	0	N/A
3.1.6	Newsletters	LS	1	0	0	N/A
3.1.7	Renderings and Fly Throughs	LS	1	0	0	N/A
3.1.8	PowerPoint Presentation	LS	1	0	0	N/A
3.1.9	Public Meeting Preparations	LS	1	45	45	Graphics for Boards
3.1.10	Public Meeting Attendance/Followup	LS	1	36	36	3 people for 2 meetings 6 hrs each
3.1.11	Other Agency Meetings	LS	1	0	0	N/A
3.1.12	Web Site	LS	1	0	0	N/A
3.1 Public Involvement Subtotal					81	
3.2	Joint Project Agreements	EA	0	0	0	N/A
3.3	Specifications Package Preparation	LS	1	0	0	N/A
3.4	Contract Maintenance and Project Documentation	LS	1	36	36	
3.5	Value Engineering (Multi-Discipline Team) Review	LS	1	0	0	N/A
3.6	Prime Consultant Project Manager Meetings	LS	1	35	35	See listing below
3.7	Plans Update	LS	1	0	0	N/A

Contract # 20190112
Amendment # 2
Project Activity 3: General Tasks

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
3.8	Post Design Services	LS	1	0	0	TBD
3.9	Digital Delivery	LS	1	0	0	N/A
3.10	Risk Assessment Workshop	LS	1	0	0	N/A
3.11	Railroad, Transit, and/or Airport Coordination	LS	1	0	0	N/A
3.11.1	Aeronautical Evaluation	LS	1	0	0	N/A
3.12	Landscape and Existing Vegetation Coordination	LS	1	0	0	N/A
3.13	Other Project General Tasks	LS	1	0	0	N/A
3. Project Common and Project General Tasks Total					152	

3.6 - List of Project Manager Meetings	Units	No of Units	Hours/ Unit	Total Hours	Comments
Roadway Analysis	EA	2	1	2	All meetings will be virtual in teams
Drainage	EA	1	1	1	All meetings will be virtual in teams
Utilities	EA	1	1	1	All meetings will be virtual in teams
Public Meeting	EA	2	6	12	
Signalization	EA	1	1	1	
Lighting	EA	1	1	1	All meetings will be virtual in teams
Landscape Architecture	EA	1	1	1	All meetings will be virtual in teams
Progress Meetings	EA	3	1	3	All meetings will be virtual in teams
Phase Reviews	EA	3	1	3	All meetings will be virtual in teams
Field Reviews	EA	2	5	10	
Total Project Manager Meetings		17		35	Total PM Meeting Hours carries to Task 3.6 above

Contract # 20190112
Amendment # 2
Project Activity 4: Roadway Analysis

Estimator: C. N. O'Reilly

Prima Vista Raised Median, Lighting & Signals
20190112

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
4.1	Typical Section Package	LS	1	8	8	No Data Sheet or Location Map to be included in package
4.2	Pavement Type Selection Report	LS	1	0	0	N/A
4.3	Pavement Design Package	LS	1	20	20	s to setup pavement design package with one design and 8 hrs for 2nd pavement design (assuming 2 pavement des
4.4	Cross-Slope Correction	LS	1	0	0	N/A
4.5	Horizontal /Vertical Master Design Files	LS	1	112	112	1500 Linear feet (0.3 miles) on Prima Vista & 200 Linear feet (0.1 miles) on Floresta north of Prima Vista plus 16 hrs for Floresta/Prima Vista Floresta intersection design (0.4 *240hr) +16 hrs=112 hrs
4.6	Access Management	LS	1	0	0	N/A
4.7	Roundabout Evaluation	LS	1	0	0	N/A
4.8	Roundabout Final Design Analysis	LS	1	0	0	N/A
4.9	Cross Section Design Files	LS	1	44	44	1500 Linear feet (0.3 miles) on Prima Vista & 200 Linear feet (0.1 miles) on Floresta north of Prima Vista plus 16 hrs for Prima Vista Floresta intersection design (0.4 *110hr) =44 hrs
4.10	Temporary Traffic Control Plan Analysis	LS	1	24	24	level 1 plans
4.11	Master TTCP Design Files	LS	1	0	0	N/A
4.12a	Selective Clearing and Grubbing of Existing VegetationField Assessment	LS	1	0	0	N/A
4.12b	Selective Clearing and Grubbing Site Inventory of Existing Vegetation and Cross-Discipline Coordination (OPTIONAL SERVICES)	LS	1	0	0	N/A
4.12c	Selective Clearing and Grubbing- Existing Vegetation Maintenance Report	LS	1	0	0	N/A
4.13	Tree Disposition Plan	LS	1	0	0	N/A
4.14	Design Variations and Exceptions	LS	1	0	0	N/A
4.15	Design Report	LS	1	0	0	N/A
4.16	Quantities	LS	1	90	90	
4.17	Cost Estimate	LS	1	24	24	2 cost estimates
4.18	Technical Special Provisions and Modified Special Provisions	LS	1	0	0	N/A
4.19	Other Roadway Analyses	LS	1	0	0	N/A
Roadway Analysis Technical Subtotal					322	

Contract # 20190112
Amendment # 2
Project Activity 4: Roadway Analysis

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
4.20	Field Reviews	LS	1	8	8	1 field review 2 people 4 hours each
4.21	Monitor Existing Structures	LS	1	0	0	
4.22	Technical Meetings	LS	1	8	8	Meetings are listed below
4.23	Quality Assurance/Quality Control	LS	%	7%	23	
4.24	Independent Peer Review	LS	%	0%	0	
4.25	Supervision	LS	%	7%	23	
Roadway Analysis Nontechnical Subtotal					62	
4.26	Coordination	LS	%	3%	12	
4. Roadway Analysis Total					396	

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	Comments	PM Attendance at Meeting Required?	Number
Typical Section	EA	1	1	1	All meetings will be virtual in teams	yes	1
Pavement	EA	1	1	1	All meetings will be virtual in teams	yes	1
Access Management	EA	0	0	0			0
15% Line and Grade	EA	0	0	0			0
Driveways	EA	0	0	0			0
Local Governments (cities, counties, MPO)	EA	0	0	0			0
Work Zone Traffic Control	EA	0	0	0			0
30/60/90/100% Comment Review Meetings	EA	3	1	3	All meetings will be virtual in teams	yes	3
Other Meetings	EA	0	0	0			0
Subtotal Technical Meetings				5	Subtotal Project Manager Meetings		5
Progress Meetings (if required by County)	EA	0	0	0	<i>PM attendance at Progress Meetings is manually entered on General Task 3</i>		--
Phase Review Meetings	EA	3	1	3	<i>PM attendance at Phase Review Meetings is manually entered on General Task 3</i>		--
Total Meetings				8	Total Project Manager Meetings (carries to Tab 3)		5

Carries to 4.17

Carries to Tab 3

Contract # 20190112
Amendment # 2
Project Activity 5: Roadway Plans

Estimator: C. N. O'Reilly

Prima Vista Raised Median, Lighting & Signals
20190112

Task No.	Task	Scale	Units	No. of Units or Sheet	Hours/ Unit or Sheet	Total Hours	Comments
5.1	Key Sheet		Sheet	1	8	8	
5.2	Summary of Pay Items Including Quantity Input		Sheet	1	12	12	
5.3	Typical Section Sheets						
5.3.1	Typical Sections		EA	1	8	8	
5.3.2	Typical Section Details		EA	2	4	8	
5.4	General Notes/Pay Item Notes		Sheet	1	8	8	
5.5	Summary of Quantities Sheets		Sheet	10	5	50	
5.6	Project Layout		Sheet	0	0	0	N/A
5.7	Plan/Profile Sheet		Sheet	4	6	24	3 plan/profile sheets on Prima Vista & 1 sheet on Floresta
5.8	Profile Sheet		Sheet	0	0	0	N/A
5.9	Plan Sheet		Sheet	0	0	0	N/A
5.10	Special Profile		Sheet	0	0	0	N/A
5.11	Back-of-Sidewalk Profile Sheet		Sheet	0	0	0	N/A
5.12	Interchange Layout Sheet		Sheet	0	0	0	N/A
5.13	Ramp Terminal Details (Plan View)		Sheet	0	0	0	N/A
5.14	Intersection Layout Details		Sheet	1	12	12	
5.15	Special Details		EA	1	8	8	
5.16	Cross-Section Pattern Sheets		Sheet	0	0	0	N/A
5.17	Roadway Soil Survey Sheets		Sheet	0	0	0	N/A
5.18	Cross Sections		EA	19	0.5	10	
5.19	Temporary Traffic Control Plan Sheets		Sheet	4	10	40	Phasing detail sheets
5.20	Temporary Traffic Control Cross Section Sheets		EA	0	0	0	N/A

Contract # 20190112
Amendment # 2
Project Activity 5: Roadway Plans

Task No.	Task	Scale	Units	No. of Units or Sheet	Hours/ Unit or Sheet	Total Hours	Comments
5.21	Temporary Traffic Control Detail Sheets		Sheet	0	0	0	N/A
5.22	Utility Adjustment Sheets		Sheet	0	0	0	See Captec Sheets
5.23	Selective Clearing and Grubbing Sheets						
5.23.1	Selective Clearing and Grubbing		Sheet	0	0	0	N/A
5.23.2	Selective Clearing and Grubbing Details		Sheet	0	0	0	N/A
5.24	Tree Disposition Sheets						
5.24.1	Tree Disposition Plan Sheets		Sheet	0	0	0	N/A
5.24.2	Tree Disposition Plan Tables and Schedules		Sheet	0	0	0	N/A
5.25	Project Control Sheets		Sheet	0	0	0	N/A
5.26	Environmental Detail Sheets		Sheet	0	0	0	N/A
5.27	Utility Verification Sheets (SUE Data)		Sheet	0	0	0	N/A
Roadway Plans Technical Subtotal						188	
5.28	Quality Assurance/Quality Control		LS	%	7%	13	
5.29	Supervision		LS	%	7%	13	
5. Roadway Plans Total						214	

Contract # 20190112
Amendment # 2
Project Activity 19: Signing and Pavement Marking Analysis

Estimator: C. N. O'Reilly

Prima Vista Raised Median, Lighting & Signals
20190112

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
19.1	Traffic Data Analysis	LS	1	0	0	N/A
19.2	No Passing Zone Study	LS	1	0	0	N/A
19.3	Signing and Pavement Marking Master Design File	LS	1	56	56	low range- 30 hrs set up and 40 hrs per mile 1500 Linear feet (0.3 miles) on Prima Vista & 200 Linear feet (0.1 miles) on Floresta north of Prima Vista plus 10 hrs for Floresta/Prima Vista Floresta intersection design (30+ (0.4 * 40) +10)= 56 hrs
19.4	Multi-Post Sign Support Calculations	EA	1	4	4	Next signal ahead sign for Floresta
19.5	Sign Panel Design Analysis	EA	1	4	4	Next signal ahead sign for Floresta
19.6	Sign Lighting/Electrical Calculations	EA	1	0	0	N/A
19.7	Quantities	LS	1	12	12	4 plan sheets @ 3 hrs each
19.8	Cost Estimate	LS	1	0	0	2 cost estimates @ 5hrs each
19.9	Technical Special Provisions and Modified Special Provisions	LS	1	0	0	N/A
19.10	Other Signing and Pavement Marking	LS	1	0	0	N/A
Signing and Pavement Marking Analysis Technical Subtotal					76	
19.11	Field Reviews	LS	1	8	8	1 field review 2 people 4 hours each
19.12	Technical Meetings	LS	1	0	0	Meetings are listed below
19.13	Quality Assurance/Quality Control	LS	%	7%	5	
19.14	Independent Peer Review	LS	%	0%	0	N/A
19.15	Supervision	LS	%	7%	5	
Signing and Pavement Marking Analysis Nontechnical Subtotal					18	
19.16	Coordination	LS	%	3%	3	
19. Signing and Pavement Marking Analysis Total					97	

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	Comments	PM Attendance at Meeting Required?	Number
Sign Panel Design	EA	0	0	0			0
Queue Length Analysis	EA	0	0	0			0
Local Governments (cities, counties)	EA	0	0	0			0
Other Meetings	EA	0	0	0			0
Subtotal Technical Meetings				0	Subtotal Project Manager Meetings		0

Contract # 20190112
Amendment # 2
Project Activity 19: Signing and Pavement Marking Analysis

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments	
	Progress Meetings (if required by FDOT)	EA	0	0	0	PM attendance at Progress Meetings is manually entered on General Task 3	--
	Phase Review Meetings	EA	0	0	0	PM attendance at Phase Review Meetings is manually entered on General Task 3	--
	Total Meetings				0	Total Project Manager Meetings (carries to Tab 3)	0

Carries to 19.12

Carries to Tab 3

Contract # 20190112
Amendment # 2
Project Activity 20: Signing and Pavement Marking Plans

Estimator: C. N. O'Reilly

Prima Vista Raised Median, Lighting & Signals
20190112

Task No.	Task	Scale	Units	No of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
20.1	Key Sheet		Sheet	1	4	1	4	
20.2	Summary of Pay Items Including Input		LS	1	4		4	
20.3	Tabulation of Quantities		Sheet	1	12	1	12	
20.4	General Notes/Pay Item Notes		Sheet	1	5	1	5	
20.5	Project Layout		Sheet	0	0	0	0	
20.6	Plan Sheet		Sheet	4	6	4	24	3 plan/profile sheets on Prima Vista & 1 sheet on Floresta
20.7	Typical Details		EA	2	0		0	
20.8	Guide Sign Worksheets		EA	1	2		2	
20.9	Traffic Monitoring Site		EA	0	0		0	
20.10	Cross Sections		EA	2	3		6	
20.11	Special Service Point Details		EA	0	0		0	
20.12	Special Details		LS	1	0		0	
20.13	Interim Standards		LS	1	4		4	
Signing and Pavement Marking Plans Technical Subtotal						7	61	
20.14	Quality Assurance/Quality Control		LS	%	7%		4	
20.15	Supervision		LS	%	7%		4	
20. Signing and Pavement Marking Plans Total						7	69	

Contract # 20190112
Amendment # 2
Project Activity 23: Lighting Analysis

Estimator: C. N. O'Reilly

Prima Vista Raised Median, Lighting & Signals
20190112

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
23.1	Lighting Justification Report	LS	1	0	0	
23.2	Lighting Design Analysis Report (LDAR)	LS	1	0	0	
23.3	Voltage Drop Calculations	EA	1	24	24	
23.4	FDEP Coordination and Report	LS	1	0	0	
23.5	Reference and Master Design Files	LS	1	92	92	40 hrs for set up and 90 hrs per mile and 16 hrs per signalized intersection $40+0.4*90+16=92$ hrs
23.6	Temporary Highway Lighting	LS	1	0	0	
23.7	Design Documentation	LS	1	12	12	
23.8	Quantities	LS	1	16	16	4 hrs for 4 plan sheets
23.9	Cost Estimate	LS	1	12	12	2 estimates @ 6 hrs each
23.10	Technical Special Provisions and Modified Special Provisions	LS	1	0	0	
23.11	Other Lighting Analysis	LS	1	0	0	
Lighting Analysis Technical Subtotal					156	
23.12	Field Reviews	LS	1	8	8	1 field review 2 people 4 hrs
23.13	Technical Meetings	LS	1	2	2	
23.14	Quality Assurance/Quality Control	LS	%	7%	11	
23.15	Independent Peer Review	LS	%	0%	0	
23.16	Supervision	LS	%	7%	11	
Lighting Analysis Nontechnical Subtotal					32	
23.17	Coordination	LS	%	3%	6	
23. Lighting Analysis Total					194	

Contract # 20190112
Amendment # 2
Project Activity 23: Lighting Analysis

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	Comments	PM Attendance at Meeting Required?	Number
Power Company (service point coordination)	EA	1	1	1		yes	1
Maintaining Agency (cities, counties)	EA	1	1	1		yes	1
Airport authority	EA	0	0	0			0
FDEP Lighting (coast areas)	EA	0	0	0			0
Other Meetings	EA	0	0	0			0
Subtotal Technical Meetings				2	Subtotal Project Manager Meetings		2
Progress Meetings (if required by FDOT)	EA	0	0	0	PM attendance at Progress Meetings is manually entered on General Task 3		- -
Phase Review Meetings	EA	0	0	0	PM attendance at Phase Review Meetings is manually entered on General Task 3		- -
Total Meetings				2	Total Project Manager Meetings (carries to Tab 3)		2

Carries to 23.14

Carries to Tab 3

Contract # 20190112
Amendment # 2
24. Lighting Plans

Estimator: C. N. O'Reilly

Prima Vista Raised Median, Lighting & Signals
20190112

Task No.	Task	Scale	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
24.1	Key Sheet		Sheet	1	4	1	4	
24.2	Summary of Pay Items Including Designer Interface Input		Sheet	1	4	1	4	
24.3	Tabulation of Quantities		Sheet	1	12	1	12	
24.4	General Notes/Pay Item Notes		Sheet	1	5	1	5	
24.5	Pole Data, Legend and Criteria		Sheet	1	20	1	20	
24.6	Service Point Details		Sheet	1	16	1	16	
24.7	Project Layout		Sheet	0	0	0	0	
24.8	Plan Sheet		Sheet	4	6	4	24	
24.9	Special Details		Sheet	2	24	2	48	special poles and foundation details
24.10	Temporary Highway Lighting Detail Sheets		Sheet	0	0	0	0	
24.11	Temporary Highway Lighting Plan Sheets		Sheet	0	0	0	0	
24.12	Interim Standards		LS	1	0		0	
Lighting Plans Technical Subtotal						12	133	
24.13	Quality Assurance/Quality Control		LS	%	7%		9	
24.14	Supervision		LS	%	7%		9	
24. Lighting Plans Total						12	151	

1888 NW 22nd Street
(772) 467-8861



Pompano Beach, FL, 33069
shenandoahus.com

DATE: June 24, 2020
SUBMITTED TO: American Consulting Professionals,
LLC
STREET: 2000 Palm Beach Lakes Blvd Suite
1000
CITY, STATE & ZIP: West Palm Beach, FL 33409, FL
33409
PHONE: (561) 253-9563
FAX:
EMAIL: coreilly@acp-fl.com
JOB NAME: Underground pipe video for Prima
Vista Blvd & Floresta
ATTENTION: Christopher N. O'Reilly

PROPOSAL #P17932

We propose to furnish a crew and all necessary equipment to Clean and Video Storm drainage 0-60" 2800 linear feet at the above mentioned job location. This work will be performed at our following hourly and/or unit prices:

TV & Jet Vac Tks.(Tandem Axle)	(at \$3,800.00 Per Day)	3 day(s)	\$11,400.00
Estimated Total:			\$11,400.00

NOTE: This proposal includes removal of all loose debris from the structures and pipes (excluding hazardous waste), if non-hazardous contaminated liquids or soils are encountered, such as oil, gas, fuel, hydraulic oil, etc., the customer will be required to have the material analyzed, by an approved lab, then approved by a disposal facility, prior to Shenandoah transporting and disposing of the material, additional cost for specialty hauling and disposal will be applied to the invoice, along with documented receipt. However, we are not responsible for problems occurring during or after cleaning due to pre-existing condition, original installation or design.

This proposal may be withdrawn if not accepted within 30 days. Payment terms net 30 days.
(If we encounter an Insurance compliance fee requirement, this fee will be invoiced in addition to the above rates.)

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Price above is only an estimate of foreseen conditions. Unforeseen conditions can affect the amount of time to complete the work, therefore increasing or decreasing estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Unless noted above engineering, permits, testing and bonds are not included in the pricing. Owner is to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. Parties to this proposal/contract expressly waive all tort claims against each other and limit their remedies to breach of contract.

SIGNATURE:

SHENANDOAH GENERAL CONSTRUCTION CO.
Dwight Davis

TITLE
Estimator

DATE
06/24/2020

ACCEPTANCE OF PROPOSAL / SIGN & RETURN

The above prices, specification and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

SIGNATURE: _____

COMPANY NAME:
REPRESENTATIVE:

DATE:
TITLE:

August 18, 2020

Via E-mail: COreilly@acp-fl.com

Mr. Christopher N O'Reilly, PE (561) 253-9563
American Consulting Professionals, LLC
2041 Vista Parkway, Suite 101
West Palm Beach, FL 33411

Re: Prima Vista Blvd @ NE Floresta Dr (the "Project")
Proposal to provide Professional Surveying and Subsurface Utility Engineering Services
(the "Proposal")

Dear Mr. O'Reilly:

We are pleased to submit this Proposal to provide Surveying services for the above referenced Project. Upon verbal or written direction to proceed with performance of the services described herein, this Proposal, along with all attachments thereto, will constitute a binding agreement (the "Agreement") between Bowman Consulting Group, Ltd. ("BCG") and American Consulting Professionals, LLC (the "Client").

Bowman Consulting has the resources and experience to make your project a success. In addition to Surveying services, BCG also provides Engineering, Environmental, Planning, 3D Laser Scanning, Subsurface Utility Engineering Services (SUE), Landscape Architectural, Right-of-Way Services and Transportation services to clients across the nation.

The Project is located on Prima Vista Blvd, approximately 200' west of Estia Lane and 200' east of Naranja Ave in Port St. Lucie, Florida;



PROPOSAL ASSUMPTIONS AND PROJECT UNDERSTANDING

It is our understanding that BCG will provide Surveying services for the design of mast arm improvements at the intersection of Prima Vista Boulevard and Floresta Drive in Port St. Lucie. BCG will provide existing utilities and topographic information of the corridor in dgn/CAD and PDF formats for design.

Standard of Care - Services provided by BCG under this proposal will be performed in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession practicing under similar circumstances, including standard of care at the time the services were provided.

Quality Control - A portion of the stated compensation is set-aside for Quality Control/Quality Assurance, which is part of the BCG Quality Control Policy.

SCOPE OF SERVICES AND FEES

The scope of services (the “Scope”) and associated fees shall be as follows:

Designate utilities along Prima Vista Blvd from 200 feet west of NE Estia Ln to 200 feet east of NE Naranja Ave and NE Floresta Dr from Prima Vista Blvd to NE Solida Dr. Perform approximately 20 test holes at locations for mast arms to be determined and marked on plan sheets provided by client.

To help us produce the best results we request that our clients provide us with the following:

1. Current record drawings, as-built drawings, or mark-up plans from utility agencies.
2. Existing right-of-way maps and existing plat information for the project areas.
3. Current design plans to help us determine the number of buried utilities and their locations.
4. Field contact information.
5. Notice of any restricted areas or work times.

SPECIFIC SERVICE TASKS

1. Utility Designating (ASCE 38-02 Quality Level B)

BCG will provide an ASCE 38-02 Quality Level B utility investigation, to determine the horizontal location of existing utilities within the project area, as per marked plans provided by the Client. This includes electromagnetic designating of traceable subsurface utility facilities from surface accessible features, and Ground Penetrating Radar sweep for non-traceable facilities.

BCG will mark designated facilities with American Public Works Association (APWA) compliant colors.

BCG deliverables will include a field sketch of the designated facilities, including copies of field notes or marked plans when appropriate.

FEE: \$1,800/Daily Rate

2. Utility Test Holes (ASCE 38-02 Quality Level A)

BCG will perform and ASCE 38-02 Quality Level A field investigation (utility test holes) at proposed mast arm locations as specified by the Client or Client's authorized representative. Maintenance of Traffic and survey included.

BCG deliverables will include test hole data sheets which include: digital pictures, XYZ survey data, type, size, material, direction, depth of utility, and Surveyors Report.

Additionally, Bowman will provide a Certified Verified Utility Locate Sheet.

FEE	Unit Price/Per Test Hole	In Grass	In Pavement
	Test Holes (1- 100)	\$375.00	\$405.00
	Test Holes (101 – 200)	\$345.00	\$375.00

3. Survey

BCG will perform the following tasks:

Design survey- Limits: Prima Vista Blvd, 200 feet west of Estia Lane to 200 feet east of Naranja Ave, approximately 1,900 feet, together with Floresta Drive from Prima Vista up to Solida Dr.

NOTE: Where possible, BCG will incorporate existing survey data obtained during the CPSL Floresta Drive project and perform field verification to provide a complete current survey.

Research of Records

1. Obtain existing Records, plats, r/w maps; provided by the local agencies.

Establish Horizontal/Vertical Control and Baseline of Survey

1. Site reconnaissance - locate all pertinent right-of-way monumentation along Prima Vista.
2. Establish horizontal control tied to the Florida State Plane Coordination System.
3. Bench run - Establish vertical control network on NAVD88 vertical datum.
4. Establish existing right-of-way lines based upon existing plat information.
5. Establish the baseline of survey.

DTM/Topographic Survey

1. Perform a DTM (digital terrain model) survey to approximately 20' past the existing r/w.
3. Perform a 2D topographic survey within the DTM limits.
4. Perform Drainage survey for the DTM limits, including grate, inverts and sizes of pipes.
5. Perform cross sections of existing ditches.

Deliverables- to be provided by the surveyor

1. All field notes;
2. ASCII computer files of reduced survey data and a digital drawing (basemap) showing topographic features (in Microstation SS4 and autocad Civil3D 2018)
3. 2d files of all topographic features;
4. 3d Tin file for all roadway and pond limits;

FEE: Lump Sum Amount = \$13,500.00

SUMMARY MATRIX

TASK	FEE	FEE TYPE	QTY	FEE
Task 1 – Utility Designating Level B (per day)	\$1,800.00	LS	4.5	\$ 8,100.00
Task 2 – Utility Test Holes Level A	\$405.00	Unit	20	\$ 8,100.00
Task 3 – Survey	\$13,500.00	LS	-	\$13,500.00
Total Estimated Fee				\$29,700.00

ASSUMPTIONS

The fees quoted above are based on work being performed in a systematic, orderly and progressive manner. If this is impossible because of circumstances peculiar to the particular operations, lump sum fees listed shall not apply, and instead work will be billed in accordance with our prevailing hourly rate schedule. The following circumstance, among others will necessitate charges being based on hourly rates:

- Work area not cleared of trash, building materials, vehicles, earth, etc.
- Survey control points destroyed so as to require resetting necessary control for the job.
- Work requiring overtime when requested by you. Under these conditions, hourly rates will be at 1.5 times the quoted hourly rates charged. Sundays and holidays will be billed at 2.0 times the appropriate rate. All overtime is subject to the availability of personnel.
- Any additional work requested that is not specifically covered in the above scope of work.

EXCLUSIONS

The following services are specifically excluded from the scope of this agreement and may be performed as contract addendums upon request:

- Services other than described herein
- All Archaeological Survey
- ALTA/NSPS Land Title Survey
- As-built Survey
- Boundary Survey other than what is described above
- Construction Administration Services
- Construction Surveying Services
- Color Renderings
- Exhibits other than described herein
- Permits
- Record Plats
- Site Design
- Submission Fees
- Topography Survey other than what is described above
- Tree Survey

REIMBURSABLE EXPENSES

Reimbursable expenses shall include actual expenditures made by BCG in the interest of the Project and will be invoiced at the actual cost to BCG plus fifteen percent (15%) for handling and indirect costs. Reimbursable expenses shall include but not be limited to costs of the following:

- Mailing, shipping, and out-source delivery (i.e. DHL, FedEx) costs
- Fees and expenses of special consultants as authorized by the Client

REPROGRAPHIC, COURIER AND OTHER CHARGES

Reprographic, plotting, in-house courier, and archive retrieval services will be invoiced in accordance with Schedule A attached hereto.

CLIENT RESPONSIBILITIES

The Client shall be responsible for obtaining permission for BCG, its employees, agents and subcontractors to enter onto the subject property and any properties in the vicinity as reasonably necessary for BCG to perform the services described herein. By either countersigning this Proposal or verbally authorizing BCG to proceed, the Client warrants and represents that it has obtained such permission.

OTHER TERMS

This proposal is based on the scope of services indicated herein and the information available at the time of the proposal preparation. If any additional services are required due to unforeseen circumstances and/or conditions, Client or regulatory requested revisions, additional meetings, regulatory changes, etc., BCG will notify the Client that additional scope of work and fees are required and will obtain the Client's written approval prior to proceeding with any additional work.

BCG's Standard Terms and Conditions and Hourly Rate Schedule are attached hereto and incorporated into this Proposal by reference.

Please indicate your acceptance of this proposal by executing below and returning a copy to this office. Thank you for the opportunity to provide services to American Consulting Professionals, LLC.

Sincerely,
BOWMAN CONSULTING GROUP, LTD.



Steve Brickley, P.S.M.
Director of Survey

American Consulting Professionals, LLC hereby accepts all terms and conditions of this Proposal (including the Standard Terms and Conditions) and authorizes BCG to proceed with the Project, and the undersigned represents that he or she is authorized by American Consulting Professionals, LLC to so execute this Proposal.

AMERICAN CONSULTING PROFESSIONALS, LLC

By: _____
(Signature)

Printed Name: _____

Title: _____

Date: _____

Task 1 Utility Designating Level B			\$ 1,800.00	per day	Sub Total
	per hour				\$ 8,100.00 4.5 days estimated for budget
SUE Field Crew - 3 Man	\$ 168.00	10	\$ 1,680.00		
SUE Technician II	\$ 92.00	1	\$ 92.00		
SUE Utility Coordinator	\$ 148.00	0.5	\$ 74.00		
			\$ 1,846.00		
Task 2 Utility Test Holes Level A			\$ 405.00	per hole	
	per hour				\$ 8,100.00 20 Estimated for budget
SUE Field Crew - 3 Man	\$ 168.00	12	\$ 2,016.00		
SUE Technician II	\$ 92.00	2.5	\$ 230.00		
SUE Utility Coordinator	\$ 148.00	2	\$ 296.00		
			\$ 2,542.00	\$ 2,430.00	Assume +/-6 holes per day
Task 3 Survey			\$ 13,500.00	Lump Sum	
	per hour				\$ 13,500.00
SUR Field Crew - 3man	\$ 168.00	45	\$ 7,560.00		
SUR Technician II	\$ 92.00	40	\$ 3,680.00		
Project Surveyor	\$ 148.00	10	\$ 1,480.00		
Senior Project Manager	\$ 190.00	4	\$ 760.00		
Admin	\$ 70.00	1	\$ 70.00		
			\$ 13,550.00		
				\$ 29,700.00	Total Estimated Fees

Bowman



ANDERSEN ANDRE CONSULTING ENGINEERS, INC.

Geotechnical Engineering
Construction Materials Testing
Environmental Consulting

AACE Proposal No. P20-1686
August 19, 2020

American Consulting Professionals, LLC
2041 Vista Parkway, Suite 101
West Palm Beach, FL 33411

Attention: Mr. Christopher N. O'Reilly, P.E.

**PROPOSAL FOR SUBSURFACE SOIL EXPLORATION AND
GEOTECHNICAL ENGINEERING EVALUATION
PRIMA VISTA BOULEVARD STREET LIGHTING
FROM ESTIA LANE TO NARANJA AVENUE
PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA**

As requested, Andersen Andre Consulting Engineers, Inc. (AACE) is pleased to present this proposal for preparing a limited subsurface exploration and providing geotechnical engineering consulting for the above referenced project.

PROJECT UNDERSTANDING

Based on our review of the forwarded project-related information, we understand that it is proposed to install street lighting on Prima Vista Boulevard, from Estia Lane to Naranja Avenue, in Port St. Lucie, St. Lucie County, Florida. Hence, based on our understanding of the project, our experience with subsurface conditions in the site vicinity, we propose to complete the following scope of work:

- Complete four (4) auger borings [ASTM D1452] to depths of 7-10 feet below grade.
- Complete two (2) Standard Penetration Test (SPT) borings [ASTM D1586] to depths of 15 feet.
- Prepare a summary report presenting pertinent soil parameters and allowable bearing pressures for use by others in the design of the street lighting foundations.

The proposed field work will be completed using a combination of truck-mounted drilling equipment, hand-carried equipment, and support trucks. An AACE field engineer will oversee all drilling/field work operations.

AACE will take reasonable efforts to reduce damage to property, such as rutting of the ground surface. However, it should also be understood that in the normal course of our work some such disturbance could occur. We have not budgeted to restore the site beyond backfilling our boreholes with accumulated soil cuttings. If there are any restrictions or special requirements regarding this site or exploration, these should be known prior to commencing the field work.

PRIMA VISTA BOULEVARD STREET LIGHTING
FROM ESTIA LANE TO NARANJA AVENUE
AACE PROPOSAL NO. P20-686

Page -2-

Underground Utility Location Services

Florida Statute 240, Section 556.101 through 556.111 established a state-wide service, whereby persons or companies who plan to excavate the earth may advise Sunshine 811 of the location, date and other operation particulars, to allow affected utility companies the opportunity to mark the location of their buried lines prior to excavation. The statute provides for fines and other sanctions to be imposed in the event that such notification is not given. To comply with this statute, if deemed necessary, representatives of AACE will notify Sunshine 811 of our proposed explorations. In addition, non-participating utility companies, as identified by us, will be notified of our proposed explorations. This service will require a lead time of between 2 and 5 business days, prior to the mobilization of exploration equipment, to comply with Sunshine 811 operation procedures.

LABORATORY TESTING PROGRAM

AACE's project engineer will perform visual classification on the recovered samples and will coordinate a suitable laboratory testing program of select samples. Laboratory testing may include grain size, Atterberg limits, organic content, moisture content, etc.

ENGINEERING ANALYSIS & REPORT

AACE will perform engineering analysis of all data obtained to evaluate general subsurface conditions and to develop engineering recommendations to guide the proposed light pole foundation design. Our recommendations will be presented in a written report upon conclusion of the study, along with all data developed during the exploration and our laboratory testing.

SCHEDULE

Following written authorization to proceed, we can mobilize our crews and drilling equipment within 3 to 5 business days (allowing for the Sunshine 811 response). We preliminarily estimate that our field work will have a duration of 1 to 2 days. Our laboratory testing and report preparation will require an additional 5 to 7 business days to complete, however, verbal recommendations can be provided shortly after the completion of the field and laboratory exploration program.

COST ESTIMATE

Based on our knowledge of the project to-date, the attached summary of services and corresponding fees will be necessary to meet our goals. We expect that the total fee for our services will not exceed **\$2,510.00**. Should we encounter conditions on the site that warrant more investigative effort than anticipated, we will inform you immediately. AACE will not proceed with additional work without your approval. Charges will be made for the work actually performed using the unit fees given in the attached "Project Services and Fees".

PRIMA VISTA BOULEVARD STREET LIGHTING
FROM ESTIA LANE TO NARANJA AVENUE
AACE PROPOSAL NO. P20-686

Page -3-

TERMS & CONDITIONS

This proposal is subject to the following terms and conditions: (1) the site is accessible to our field crews and equipment, (2) we have right of entry onto the site, (3) the number of borings and the boring depths will be sufficient for your analysis, and (4) AACE will contact the Sunshine State One-Call-Center and coordinate the location of underground utilities through them. We cannot take responsibility for damages to underground structures and/or services which do not subscribe to "Sunshine"; their locations are to be provided by the client prior to commencement of the field work.

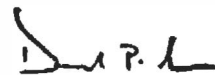
CLOSURE

We sincerely appreciate the opportunity to present this proposal. If the terms above are acceptable to you, please sign and return the attached Professional Services Agreement as an indication of your acceptance and authorization to proceed with the work. Please contact us if you should have any questions concerning this cost estimate.

Best regards,
ANDERSEN ANDRE CONSULTING ENGINEERS, INC.



Peter G. Andersen, P.E.
Principal Engineer



David P. Andre, P.E.
Principal Engineer

Attachments: Project Services and Fees
Professional Services Agreement & General Conditions

ANDERSEN ANDRE CONSULTING ENGINEERS, INC.
WWW.AACEINC.COM



Project Services and Fees

Our estimated geotechnical services and associated fees are itemized as follows:

1. Site Visit, Layout of Boring Locations and Coordination of Underground Utility Clearance:
Staff Engineer; 2 hours @ \$80.00/hour. \$160.00
 2. Mobilization/demobilization of crews and drilling equipment. \$250.00
 3. Auger borings (4 borings 7-10 ft):
40 feet of borehole @ \$10.00/foot \$400.00
 4. SPT Borings (2 borings to 15 ft):
30 feet of borehole @ \$15.00/foot \$450.00
 5. Laboratory Testing Program:
Visual Classification and Laboratory Test for Classification
and Determination of Strength and Compressibility
Characteristics. These May Include Natural Moisture
Content, Organic Content, Grain-Size Analysis, Etc.
Budget Allowance \$150.00
 6. Engineering Services & Report Preparation:
Principal Engineer (P.E.): \$175.00/hour
Senior Project Engineer (P.E.): \$150.00/hour
Project Engineer (P.E.): \$110.00/hour
Staff Engineer: \$80.00/hour
CAD/Drafting: \$50.00/hour
Clerical Services: \$40.00/hour
Estimate: . . . \$1,100.00
- Total \$2,510.00**





PROFESSIONAL SERVICES AGREEMENT

AACE Proposal No: P20-1686

Project Name: PRIMA VISTA BOULEVARD STREET LIGHTING

Client: American Consulting Professionals, LLC

Address: 2041 Vista Parkway, Suite 101

Attention: Mr. Christopher N. O'Reilly, P.E.

West Palm Beach, FL 33411

Client hereby requests and authorizes Andersen Andre Consulting Engineers, Inc. ("AACE") to perform the following services:

Complete Subsurface Soil Explorations and Geotechnical Engineering Consulting for the PRIMA VISTA BOULEVARD STREET LIGHTING project, as detailed herein.

Estimated Budget:

\$2,510.00

Payment Terms:

Net 30 days from invoice date; invoices will be sent every four weeks for continued or extended projects. Interest charges, 1½% per month following the due date.

Proposal Acceptance:

By accepting this Proposal, the Terms and Conditions of this Proposal, including the Terms on this page, and Andersen Andre Consulting Engineers, Inc.'s General Conditions appearing on the reverse side of this page are incorporated herein by reference. In the event this Professional Services Agreement was received by facsimile or via email, Client hereby confirms that the above described Proposal, the Terms and Conditions of this Proposal, including the Terms on this page, and Andersen Andre Consulting Engineers, Inc.'s General Conditions have been made available and are incorporated in this agreement.

PURSUANT TO FLORIDA STATUTES SECTION 558.0035 (2013) AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

Accepted by CLIENT:

By: _____

Name: _____

Title: _____

Date: _____

Billing Address: _____

Phone/E-mail: _____

Accepted for AACE:

By: 

Name: Peter G. Andersen, P.E.

Title: Principal Engineer

Date: August 19, 2020



Revised August 26, 2020
June 10, 2020
1882.2

Email: coreilly@acp-fl.com

Christopher N. O'Reilly, PE
American Consulting Professionals, LLC
2041 Vista Parkway, Suite 101
West Palm Beach, FL 33411
(561) 253-9563

RE: FLORESTA DRIVE CORRIDOR SEGMENTS 2 AND 3 IMPROVEMENTS – PRIMA VISTA BOULEVARD FROM ESTIA LANE TO NARANJA AVENUE (±1400') AND NORTH ON FLORESTA DRIVE TO SOLIDA DRIVE STORMWATER MANAGEMENT & UTILITY ADJUSTMENT PLANS DESIGN/ PERMITTING PROFESSIONAL ENGINEERING SCOPE OF SERVICES – ST. LUCIE COUNTY ADDITIONAL SERVICES

Dear Mr. O'Reilly:

CAPTEC Engineering, Inc. (CONSULTANT) is pleased to provide American Consulting Professionals, LLC (CLIENT) with our proposal for professional civil engineering services in connection with the proposed referenced project.

PROJECT DESCRIPTION

American Consulting Professionals, LLC is soliciting the services of CAPTEC Engineering, Inc. (CONSULTANT) for Design Services for the Floresta Drive Corridor Segments 2 and 3 Improvements for the portion of Prima Vista Boulevard from Estia Lane to Naranja Avenue (±1400') and north on Floresta Drive (±150') to provide professional engineering services for drainage system modifications, new signals with interconnect within the project area, and utility adjustments along the corridor.

This Scope of Services includes preparation of signal replacement, drainage improvement and utility adjustment Construction Plans (on base plans prepared by CLIENT) and permitting as required. Surveying, geotechnical engineering, environmental services, landscape design, and lighting design services are not included, and will be provided by CLIENT. Should significant utility conflicts be identified during the discovery phase, a utility coordination meeting will be required to discuss the level of the work effort to resolve the identified conflicts.

The CONSULTANT shall provide coordination for the signalization, stormwater management and utility adjustment/relocation plans and submit permit applications as necessary from all applicable agencies including, but not limited to, the City of Port St. Lucie Public Works Department, the City of Port St. Lucie Utility Systems Department (PSLUSD), the South Florida Water Management District (SFWMD) and St. Lucie County.

TASK 1: SIGNAL REPLACEMENT

The CONSULTANT will prepare signalization modification plans including signal interconnect for replacement of the existing span wire with mast arms for the Floresta Drive and Prima Vista Drive intersection. The CONSULTANT will coordinate with St. Lucie County (County) on signal equipment replacement and interconnect requirements. As necessary any permitting including right of way and utilities will be completed under Task 5.

TASK 2: DRAINAGE DESIGN SERVICES

Upon receipt of CLIENT's roadway layout of the Plan and Profile sheets depicting the preliminary grading of the roadway at 1 inch = 20 ft scale and reviewing results of existing drainage system video showing improvements are needed, CONSULTANT will convert the MicroStation Files to AutoCAD Civil 3D 2020 version, set up the pipe network and complete the pipe sizing associated with drainage pipe / structure repairs along the Floresta Drive corridor north of Prima Vista Drive up to Solida Drive and along the Prima Vista Drive corridor from Estia Lane to Naranja Avenue. The CONSULTANT will provide Construction Plans including Roadway Plan and Profile sheets and Sections showing required drainage improvements and/or repairs denoted. The improvements and/or repairs as identified from the video could include replacement of up to ten (10) structures (including bottom and curb inlet tops) and associated pipes (lengths to be determined).

CONSULTANT will perform Stormwater design calculations to determine water quality and quantity requirements for this specific location of the project. CONSULTANT will determine the minimum road elevation based on the 25-year 3-day storm event. The drainage analysis will be for the roadway's drainage system alone, not for any basin wide problems. In this task, the CONSULTANT will provide a conceptual overall Basin Map with overall drainage preliminary letter report outlining the roadway improvements. The survey, SUE and geotechnical reports will be provided by others.

The CONSULTANT will conduct pre-application meetings with US Army Corp of Engineers (ACOE), South Florida Water Management (SFWMD), the City of Port St. Lucie (City), and St. Lucie County (County) to determine if permits will be required. The CONSULTANT will make applications for permits to the previously mentioned agencies with labor manhours paid for under Task 5 Permitting Services upon completion of Task 2 & 3. City/County will pay all application fees.

Upon completion the CONSULTANT shall submit signed & sealed "Issued for Construction" Plans, Final Cost Estimate, Utility Coordination documentation, and any necessary permitting documentation and any applicable permits.

TASK 3: UTILITY DESIGN SERVICES

Due to the close proximity of existing underground utilities, adjustments or relocations to PSLUSD water main, force main and/or other buried utility lines may be needed. The

CONSULTANT will provide Utility Adjustment Plan sheets as required. The number of sheets and extent of utility work will be based upon:

Proposed improvements due to potential conflicts as identified from as-builts, record drawings and subsurface utility engineering (SUE) services (by others). The final utility adjustment sheets will include plan and profiles, conflict details, and utility details.

CONSULTANT will identify all conflicts with the stormwater design. CONSULTANT will coordinate with CLIENT and PSLUSD to resolve all conflicts and prepare utility sheets to include plan and profiles as needed. CONSULTANT will walk the site to identify any anomalies that may also need to be addressed. The CONSULTANT will attend meetings with PSLUSD and St. Lucie County staff as needed. Additionally, the CONSULTANT will make applications for permits to the previously mentioned agencies. CONSULTANT will provide quantities and probable engineer's cost for the identified conflict resolutions.

CONSULTANT to prepare a One-Call Design Ticket to identify all utilities located along the corridor. CONSULTANT to provide utility coordination with each identified utility and add utilities to the plans. All SUE designation/location (test holes) will be performed and provided by the survey subconsultant for the project.

TASK 4: PERMITTING SERVICES

CONSULTANT will conduct pre-application meetings, jurisdictional determinations, and make application for permits authorizing activities associated with the Stormwater aspect of the improvements. Anticipated permits include SFWMD ERP permit, and SFWMD Dewatering permits. Permits for Endangered Species and Historic Preservation issues and Undefined Consultant Design/Construction Efforts are not included.

CONSULTANT will coordinate with the ACOE and conduct a pre-application meeting if needed for jurisdictional determinations, and requirement for permits authorizing activities associated with the Stormwater aspect of the improvements.

CONSULTANT will prepare permit applications for the above listed permits for submittal to the permitting agencies. CONSULTANT will submit permits to and respond to requests for information (RFIs). The SFWMD ERP Permits will require assistance by the projects' Geotechnical and Environmental Professionals.

CONSULTANT will process the permits on behalf of the County and seek to obtain the permits expeditiously.

CONSULTANT will conduct pre-application meetings, make applications for permits authorizing activities associated with the utilities along the Corridor. These will include

if necessary, a Florida Department of Environmental Protection (FDEP) water and wastewater permit processed by PSLUSD as the authorized permitting entity.

CONSULTANT will prepare permit applications for the above listed permits for submittal to the permitting agencies. CONSULTANT will submit permits to and respond to requests for information (RFIs).

The CONSULTANT will process the permits on behalf of the City and seek to obtain the permits expeditiously.

Permit Application Fees if Needed:	FDEP Water \$650
	FDEP Wastewater \$500
	SFWMD ERP \$2,000
	SFWMD Dewatering \$500

TASK 5: PUBLIC MEETINGS

The CONSULTANT will prepare for and attend up to two (2) public meetings with the City of Port St. Lucie (City), and St. Lucie County (County). The CONSULTANT will attend meetings with the previously mentioned agencies with labor manhours paid for under this task upon completion of Task 2 and Task 3.

CONSULTANT will provide exhibits and materials for each meeting as needed to present progress and gather feedback through public comments.

TASK 7: ADDITIONAL SERVICES

CONSULTANT would be pleased to provide any additional services requested by CLIENT in accordance with the enclosed Fee Schedule. Additional services will not be performed unless CLIENT specifically requested by CLIENT, and an addendum to this agreement is executed.

COMPENSATION

Task 1: Signal Replacement	\$ 20,000
Task 2: Drainage Design Services	\$ 15,900
Task 3: Utility Engineering Design Services	\$ 15,900
Task 4: Permitting Services (if required)	\$ 6,800
Task 5: Public Meetings	\$ 5,000
Additional Items: Possible Permit Fees.....	<u>\$ 3,650</u>

Total Fee including permits \$ 67,250

CONSULTANT will proceed with Task 1 within 7 days from receipt of an executed copy of this Professional Services Agreement which will serve as our Notice to Proceed. Reimbursable expenses are included in the indicated task fees.

This Agreement is based on the following assumptions:

1. This project will be designed and permitted one time in one phase.
2. CLIENT will provide base survey files and pot holing facilities.
3. CLIENT will provide preliminary layout of Prima Vista Boulevard and any updates to the plans as design progresses. The CLIENT will provide existing plans for both Stormwater and Utilities at the same time. CONSULTANT will convert Micro Station Plans to AutoCAD for CONSULTANT's design use and return in AutoCAD format to the CLIENT.
4. CLIENT is responsible for all regulatory agency application fees and all Fees associated with this project which may include, but are not limited to: Building Fees, Impact Fees, Water and Sewer Fees, Availability Fees, Fire Hydrant Testing Fees, Sign Fees, etc.
5. CLIENT is responsible for reimbursement to CONSULTANT for all expense costs associated with the project. These costs may include, but are not limited to: printing and reproduction charges, shipping/courier fees, etc.
6. The General Terms and Conditions/Fee Schedule attached to this proposal are made a part of this Agreement; all conditions are applicable unless otherwise noted by CLIENT and CONSULTANT.

Billing shall be invoiced on the percentage complete of the lump sum elements or for services actually accomplished for hourly rate estimated time tasks. Invoices will be emailed monthly and are payable upon receipt. Payments not received within thirty (30) days of invoice issue will be subject to a 1-1/2% interest charge per month. The CLIENT is requested to provide CONSULTANT with a date by which monthly invoicing should be received in order to maintain a thirty (30) day payment schedule.

CAPTEC Engineering, Inc. is extremely pleased to provide this Agreement to American Consulting Professionals, LLC; your project will receive our utmost professional attention. Should you have any questions concerning this Agreement, please contact me. If you wish to direct us to proceed with the described services, please return one original Agreement to our office as our Notice to Proceed. Again, CAPTEC Engineering, Inc. appreciates the opportunity to provide services for this most important project.

Sincerely,


Joseph W. Capra, P.E.
President

Date: August 26, 2020

ACCEPTED BY:


Christopher O'Reilly, PE
American Consulting Professionals, LLC

Date: _____

Contract # 20190112
Floresta Drive Roadway - Prima Vista ASR
Design Services - Manhour Estimate

Task 1 - Signal Replacement	Principle Engineer, PE (JWC)		Senior Engineer, PE (JLD)		Senior Project Manager (HT)		Project Design Engineer (EI) (TBD)		Design Technician (TBD)		Project Coordinator (TBD)		Sub-Consultant	
	\$200 / hour		\$145 / hour		\$128 / hour		\$110 / hour		\$100 / hour		\$52 / hour		units	fee
	hours	fee	hours	fee	hours	fee	hours	fee	hours	fee	hours	fee		
Plans Prep	6	\$1,200.00	32	\$5,760.00	18	\$2,304.00	0	\$0.00	72	\$7,200.00	4	\$208.00	0	\$0.00
Coordination	4	\$800.00	8	\$1,440.00	6	\$768.00	0	\$0.00	0	\$0.00	6	\$312.00	0	\$0.00
Totals:	10	\$2,000.00	40	\$7,200.00	24	\$3,072.00	0	\$0.00	72	\$7,200.00	10	\$520.00	0	\$0.00
Task 1 Total:														\$19,992.00

Task 2 - Drainage Design Development	Principle Engineer, PE (JWC)		Senior Project Engineer, PE (QC) (TBD)		Senior Project Manager (HT)		Project Design Engineer (EI) (TBD)		Design Technician (TBD)		Project Coordinator (TBD)		Sub-Consultant	
	\$200 / hour		\$180 / hour		\$128 / hour		\$110 / hour		\$100 / hour		\$52 / hour		units	fee
	hours	fee	hours	fee	hours	fee	hours	fee	hours	fee	hours	fee		
Utility Coordination	0	\$0.00	1	\$180.00	0	\$0.00	0	\$0.00	0	\$0.00	10	\$520.00	0	\$0.00
Review Survey & Geotech Info	0	\$0.00	2	\$360.00	1	\$128.00	0	\$0.00	4	\$400.00	0	\$0.00	0	\$0.00
Drainage PP Plans	0	\$0.00	2	\$360.00	10	\$1,280.00	0	\$0.00	60	\$6,000.00	0	\$0.00	0	\$0.00
Details	0	\$0.00	3	\$540.00	2	\$256.00	0	\$0.00	4	\$400.00	0	\$0.00	0	\$0.00
Limited General Notes	0	\$0.00	3	\$540.00	2	\$256.00	0	\$0.00	2	\$200.00	0	\$0.00	0	\$0.00
Quantities / Cost Estimate	0	\$0.00	2	\$360.00	6	\$768.00	0	\$0.00	12	\$1,200.00	0	\$0.00	0	\$0.00
Meetings	5	\$1,000.00	0	\$0.00	5	\$640.00	0	\$0.00	0	\$0.00	10	\$520.00	0	\$0.00
Totals:	5	\$1,000.00	13	\$2,340.00	26	\$3,328.00	0	\$0.00	82	\$8,200.00	20	\$1,040.00	0	\$0.00
Task 2 Total:														\$15,908.00

Task 3 - Utility Review and Plans	Principle Engineer, PE (JWC)		Senior Project Engineer, PE (QC) (TBD)		Senior Project Manager (HT)		Project Design Engineer (EI) (TBD)		Design Technician (TBD)		Project Coordinator (TBD)		Sub-Consultant	
	\$200 / hour		\$180 / hour		\$128 / hour		\$110 / hour		\$100 / hour		\$52 / hour		units	fee
	hours	fee	hours	fee	hours	fee	hours	fee	hours	fee	hours	fee		
Utility Coordination	0	\$0.00	1	\$180.00	0	\$0.00	0	\$0.00	0	\$0.00	8	\$416.00	0	\$0.00
Review Survey, PSLUSD and SLI	0	\$0.00	2	\$360.00	3	\$384.00	0	\$0.00	4	\$400.00	0	\$0.00	0	\$0.00
Utility PP Plans	0	\$0.00	4	\$720.00	12	\$1,536.00	0	\$0.00	62	\$6,200.00	0	\$0.00	0	\$0.00
Details	0	\$0.00	1	\$180.00	2	\$256.00	0	\$0.00	8	\$800.00	0	\$0.00	0	\$0.00
General Notes	0	\$0.00	1	\$180.00	2	\$256.00	0	\$0.00	2	\$200.00	0	\$0.00	0	\$0.00
Quantities / Cost Estimate	0	\$0.00	2	\$360.00	4	\$512.00	0	\$0.00	8	\$800.00	0	\$0.00	0	\$0.00
Meetings	5	\$1,000.00	0	\$0.00	5	\$640.00	0	\$0.00	0	\$0.00	10	\$520.00	0	\$0.00
Totals:	5	\$1,000.00	11	\$1,980.00	28	\$3,584.00	0	\$0.00	84	\$8,400.00	18	\$936.00	0	\$0.00
Task 3 Total:														\$15,900.00

Task 4 - Permitting

	Principle Engineer, PE (JWC)		Project Engineer, PE (QC) (TBD)		Senior Project Manager (HT)		Project Design Engineer (EI) (TBD)		Design Technician (TBD)		Project Coordinator (TBD)		Sub-Consultant	
	\$200 / hour		\$180 / hour		\$128 / hour		\$110 / hour		\$100 / hour		\$52 / hour		units	fee
	hours	fee	hours	fee	hours	fee	hours	fee	hours	fee	hours	fee		
FDEP Water / Pre-App Mtg / Calcs / Forms / RAI's	0	\$0.00	1	\$180.00	2	\$256.00	6	\$660.00	4	\$400.00	2	\$104.00	0	\$0.00
FDEP Wastewater / Pre-App Mtg / Calcs / Forms / RAI's	0	\$0.00	1	\$180.00	2	\$256.00	6	\$660.00	4	\$400.00	2	\$104.00	0	\$0.00
SFWMD Construction ERP / Pre-App Mtg / Drainage Calcs / Report / RAI's	0	\$0.00	1	\$180.00	2	\$256.00	5	\$550.00	2	\$200.00	2	\$104.00	0	\$0.00
SFWMD Construction Dewatering / Dewatering Plan / Pre-App Mtg /RAI's	0	\$0.00	1	\$180.00	2	\$256.00	5	\$550.00	2	\$200.00	2	\$104.00	0	\$0.00
ACOE / Pre-App Mtg /Application/ RAI's	0	\$0.00	1	\$180.00	2	\$256.00	4	\$440.00	0	\$0.00	2	\$104.00	0	\$0.00
Totals:	0	\$0.00	5	\$900.00	10	\$1,280.00	26	\$2,860.00	12	\$1,200.00	10	\$520.00	0	\$0.00

Task 4 Total: \$6,760.00

Task 5 - Public Meetings

	Principle Engineer, PE (JWC)		Senior Engineer, PE (JLD)		Senior Project Manager (HT)		Project Design Engineer (EI) (TBD)		Design Technician (TBD)		Project Coordinator (TBD)		Sub-Consultant	
	\$200 / hour		\$0 / hour		\$128 / hour		\$110 / hour		\$100 / hour		\$52 / hour		units	fee
	hours	fee	hours	fee	hours	fee	hours	fee	hours	fee	hours	fee		
First Public Meeting Prep	1	\$200.00	0	\$0.00	2	\$256.00	0	\$0.00	5	\$500.00	4	\$208.00	0	\$0.00
First Public Meeting	4	\$800.00	0	\$0.00	4	\$512.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
Second Public Meeting Prep	1	\$200.00	0	\$0.00	2	\$256.00	0	\$0.00	5	\$500.00	5	\$260.00	0	\$0.00
Second Public Meeting	4	\$800.00	0	\$0.00	4	\$512.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
Totals:	10	\$2,000.00	0	\$0.00	12	\$1,536.00	0	\$0.00	10	\$1,000.00	9	\$468.00	0	\$0.00

Task 5 Total: \$5,004.00

TOTAL ESTIMATED FEE = \$63,600.00

Possible Permit Fees \$3,650.00

CONTRACT FOR PROFESSIONAL PLANNING AND LANDSCAPE ARCHITECTURAL SERVICES

PRIME CONSULTANT:

Christopher N. O'Reilly, PE
American Consulting Professionals, LLC
2000 Palm Beach Lakes Blvd., Suite 1000
West Palm Beach, FL 33409
561-253-9563 (d)
coreilly@acp-fl.com

Re: Professional Landscape Architectural Services as required to provide Landscape and Irrigation Design Services for about 1,900 linear feet of Prima Vista Blvd. and a small portion of Floresta Drive in Port St. Lucie, Florida.

Job Name: PSL Prima Vista Boulevard
Job Number: 20-0602

Date: June 9, 2020v2 Revised August 11, 2020

This is to confirm the authorization to the **business entity Gentile Glas Holloway O'Mahoney & Associates, Inc., Landscape Architects, Planners, Environmental Consultants (Subconsultant)** for the performance of Professional Planning and Landscape Architectural Services. The scope of requested services is described herein:

1. Agreement for Services:

The Subconsultant agrees to provide conceptual design and planning services to the Prime Consultant as more fully described in the Scope of Work, and the Prime Consultant agrees to compensate the Subconsultant for those services under the terms of this Agreement. The Subconsultant's services shall be performed in a manner consistent with that degree of skill and care ordinarily exercised by practicing design professionals performing similar services in the same locality, at the same site and under the same or similar circumstances and conditions. The Subconsultant makes no other representations or warranties, whether expressed or implied, with respect to the services rendered hereunder.

The Owner is the St. Lucie County. The City of Port St. Lucie will be handling the construction with their Floresta Drive Phase 2 & 3 project. The Prime Consultant is American Engineering. 2GHO is the Subconsultant. The scope of work includes developing Landscape and Irrigation Plans, for the 1400' of Prima Vista Boulevard flanking Floresta Drive improvements and about 500' of Floresta Drive north of Prima Vista Boulevard. The scope covers between Estia Lane to Naranja Avenue with medians. On Floresta, the scope covers from Prima Vista Blvd. to NE Solida Drive. There are about 1900' feet of roadway with either median planting or edge street tree planting. Plan sets will be on an 11x17" format with the following scope definitions and/or limitations which match Floresta Drive Phase 2 & 3:

1. Full irrigation in the medians;
2. Tree bubbler irrigation only for trees outside the roadway;
3. Irrigation source will be potable water;
4. Performance turf will be St. Augustine in the medians and Bahia outside the roadway, and;
5. Trees-only planting for medians and sides of roadways.

For cost effective design services, we are proposing the following:

1. Plan drawings for linear roadway to be a 1"=60' with two sections per sheet
2. Irrigation will be indicated main line location, valves/zones with number of heads. Head placement will be done by typical details.

TASK 1: 15-30% CONSTRUCTION DOCUMENTATION

CONCEPTUAL/SCHEMATIC DESIGN: The Subconsultant shall prepare Conceptual Landscape and Hardscape Design sections and materials list based upon the Engineer's typical sections. These plans shall be presented to the Owner with at which time comments and changes will be incorporated into the 60% CD Plans listed below.

DELIVERABLES: Typical Cross Sections (Landscape)
General Landscape Materials List
FIXED FEE: \$ 900.00
SCHEDULE: Per Prime Consultant

TASK 2: 60% CONSTRUCTION DOCUMENTATION

PRELIMINARY DESIGN: The Subconsultant shall prepare Preliminary Landscape and Hardscape Design Plan(s) of the subject property based upon Phase One design and feedback from the City during the Task 1 review.

60% LANDSCAPE PLAN: The Subconsultant shall provide Preliminary Landscape Plans as needed to provide 60% complete drawings based upon the approved plans.

60% HARDSCAPE DESIGN: The Subconsultant shall review any specialty paving within the roadway and make recommendations as to material, finish and color. The Subconsultant will design and configure the location of any exercise equipment (per City's specifications) along with walkways and connections associated with the retention areas. Hardscape Plans shall be part of the Landscape Plan sheets.

60% IRRIGATION DESIGN: The Subconsultant shall prepare a Preliminary Irrigation Plan noting the main line and source/location of water.

DELIVERABLES: 60% Plan submission
Preliminary Irrigation & Landscape Plans
Preliminary General Notes and Specifications
FIXED FEE: \$ 5,600.00
SCHEDULE: Per Prime Consultant

TASK 3: 90% CONSTRUCTION DOCUMENTATION

90% LANDSCAPE PLAN: The Subconsultant shall revise and make minor modifications to the Landscape Plans as needed to provide 90% complete drawings.

90% HARDSCAPE DESIGN: The Subconsultant shall revise and make minor modifications to the Hardscape Design as needed to provide 90% complete drawings.

90% IRRIGATION DESIGN: The Subconsultant shall make revisions and make minor modifications to the Irrigation Design as needed to provide 90% complete drawings. Zones will be established and number of heads calculated.

DELIVERABLES: 90% Plan Submission
One meeting with Owner
FIXED FEE: \$ 3,200.00
SCHEDULE: Per Consultant

TASK 4: 100% CONSTRUCTION DOCUMENTATION

100% LANDSCAPE PLAN: The Subconsultant shall revise and make minor modifications to the Landscape Plans as needed to provide 100% complete drawings.

DELIVERABLES: Typical Cross Sections (Landscape)
General Landscape Materials List
FIXED FEE: \$ 900.00
SCHEDULE: Per Prime Consultant

TASK 2: 60% CONSTRUCTION DOCUMENTATION

PRELIMINARY DESIGN: The Subconsultant shall prepare Preliminary Landscape and Hardscape Design Plan(s) of the subject property based upon Phase One design and feedback from the City during the Task 1 review.

60% LANDSCAPE PLAN: The Subconsultant shall provide Preliminary Landscape Plans as needed to provide 60% complete drawings based upon the approved plans.

60% HARDSCAPE DESIGN: The Subconsultant shall review any specialty paving within the roadway and make recommendations as to material, finish and color. The Subconsultant will design and configure the location of any exercise equipment (per City's specifications) along with walkways and connections associated with the retention areas. Hardscape Plans shall be part of the Landscape Plan sheets.

60% IRRIGATION DESIGN: The Subconsultant shall prepare a Preliminary Irrigation Plan noting the main line and source/location of water.

DELIVERABLES: 60% Plan submission
Preliminary Irrigation & Landscape Plans
Preliminary General Notes and Specifications
FIXED FEE: \$ 5,600.00
SCHEDULE: Per Prime Consultant

TASK 3: 90% CONSTRUCTION DOCUMENTATION

90% LANDSCAPE PLAN: The Subconsultant shall revise and make minor modifications to the Landscape Plans as needed to provide 90% complete drawings.

90% HARDSCAPE DESIGN: The Subconsultant shall revise and make minor modifications to the Hardscape Design as needed to provide 90% complete drawings.

90% IRRIGATION DESIGN: The Subconsultant shall make revisions and make minor modifications to the Irrigation Design as needed to provide 90% complete drawings. Zones will be established and number of heads calculated.

DELIVERABLES: 90% Plan Submission
One meeting with Owner
FIXED FEE: \$ 3,200.00
SCHEDULE: Per Consultant

TASK 4: 100% CONSTRUCTION DOCUMENTATION

100% LANDSCAPE PLAN: The Subconsultant shall revise and make minor modifications to the Landscape Plans as needed to provide 100% complete drawings.

100% HARDSCAPE DESIGN: The Subconsultant shall revise and make minor modifications to the Hardscape Design as needed to provide 100% complete drawings.

100% IRRIGATION DESIGN: The Subconsultant shall revise and make minor modifications to the Irrigation Design as needed to provide 100% complete drawings

DELIVERABLES:	100% Plan Submission
FIXED FEE:	\$ 1,000.00
SCHEDULE:	Per Consultant

TASK 5: PERMITTING

PERMITTING: The Subconsultant shall revise and make minor modifications to plans as they go through permitting.

DELIVERABLES:	Delivery of up to 3 sets of modified plans as requested by the Consultant.
FIXED FEE:	\$ 600.00
SCHEDULE:	As Required

TASK 6: PUBLIC MEETINGS & ASSOCIATED GRAPHICS

MEETINGS: The Subconsultant shall prepare for and attend up to two public meetings at the direction of the Owner.

ASSOCIATED GRAPHICS: Colored and rendered plan and section graphics showing proposed plant material locations will be prepared to be placed on large boards and/or included in Powerpoint presentations for public meetings or to be used on information web sites.

DELIVERABLES:	Attendance at up to two public meetings Plan graphic Typical Section Graphic Plant material exhibit
FIXED FEE:	\$ 3,715.00
SCHEDULE:	As Required/Directed

Compensation by Prime Consultant to Gentile Glas Holloway O'Mahoney & Associates, Inc. for these professional services will be based upon:

Compensation: As noted above for a total of \$15,015.00

Compensation for services rendered by the Subconsultant, for additional services requested by the Prime Consultant shall be hourly based upon the following hourly rates plus reimbursable expenses as described herein.

1. Senior Partner time at an hourly rate of Two Hundred Thirty-Five Dollars (\$235.00) an hour.
2. Partner time at an hourly rate of One Hundred Ninety-Five Dollars (\$195.00) an hour.
3. Certified Senior Irrigation Designer One Hundred Ten Dollars (\$110.00) an hour.
4. Certified Irrigation Designer One Hundred Ten Dollars (\$75.00) an hour.
5. Sr. Landscape Architect time at an hourly rate of One Hundred Forty-Five Dollars (\$145.00) an hour.
6. Landscape Architect time at an hourly rate of One Hundred Ten Dollars (\$110.00) an hour.
7. Senior Landscape Designer/Planner time at an hourly rate of One Hundred Ten Dollars (\$110.00) an hour.
8. Landscape Designer/Planner time at an hourly rate of Eighty Dollars (\$80.00) an hour.
9. Senior Landscape Designer time at an hourly rate of Ninety-Five Dollars (\$95.00) an hour.
10. Landscape Designer time at an hourly rate of Eighty-Five Dollars (\$85.00) an hour.

11. Senior Technician time at an hourly rate of Sixty Dollars (\$60.00) an hour.
12. Technician time at an hourly rate of Fifty Dollars (\$50.00) an hour.
13. Administrator time at an hourly rate of Thirty Dollars (\$30.00) an hour.

*With thirty day notice hourly rates may be increased to current compensation levels.

1. Reimbursable Expenses:

Reimbursable expenses of printing and local travel are included in the fixed fees noted above. Additional reimbursable expenses would be incurred if approved by the Consultant for the performance of the Scope of Work for: a) expense of transportation and living expenses concerning out-of-town travel, authorized by the Prime Consultant; d) fees paid for securing approval of authorities having jurisdiction over the subject project; e) additional graphics, presentation materials, renderings and models requested by the Prime Consultant provided by the Subconsultant or outside Subconsultant's office beyond the scope of work; f) mailers, postage and handling of drawings and specifications; h) expense of any additional insurance coverage or limits, including professional liability insurance requested by the Prime Consultant more than that normally carried by the Subconsultant.

2. Consultant's Responsibilities:

The Prime Consultant shall be responsible for the following:

- A. The Consultant shall provide full information concerning the Scope of Work, shall set forth the Owner's objectives, restraints, and criteria.
- B. The Consultant shall provide the Subconsultant with all other engineering studies, reports and architectural drawings as may be necessary for submission to the local governments having jurisdiction over the development of the property. The Subconsultant shall rely on the accuracy of these items in the performance of his work.

3. Payment for Services:

The Subconsultant shall bill the Consultant for its services and reimbursable costs due under this Agreement at such times as it shall deem proper. All invoices are due and payable upon receipt by the Prime Consultant. Interest, at a rate of 1.5% per month, shall accrue on invoices outstanding more than 30 days. The Subconsultant will stop all work per this Agreement on invoices past due 30 days. Work will not commence until all past due invoices are paid in full. The Subconsultant assumes no responsibility for damages, financial, physical or other, because of work being stopped.

4. Termination of Agreement:

This Agreement is terminable anytime upon notice of the Consultant or the Subconsultant to the other party. Termination of this Agreement, however, shall not relieve the Prime Consultant of any responsibility for payment for any services performed by the Subconsultant before receipt of the notice of termination.

5. Extent of Agreement:

This Agreement represents the entire Agreement between the Consultant and the Subconsultant concerning the Scope of Work and may be amended only by written instrument signed by the Consultant and the Subconsultant. In all respects, the laws of the state shall govern this Agreement of Florida and venue concerning any dispute that may arise under it shall be in Palm Beach County, Florida.

6. Limits of Liability:

The Subconsultant or his Consultants shall not be liable to the Consultant for indirect, special, reliance, incidental, consequential or exemplary damages (other than personal injury damages) arising out of or concerning the performance of the services for this Agreement beyond the amount of fees paid for such services. Pursuant to this section, **an individual employee or agent of the Subconsultant may not be held individually liable**

for negligence arising out of or concerning the performance of the services for this Agreement.

The Subconsultant shall not be responsible for monitoring site plan approval status beyond the date of approval by the local jurisdiction having authority over the project. (Most site plan approvals expire 18-24 months after final approval.)

7. Miscellaneous Provisions

- A. This Agreement is governed by the law of the Subconsultant's Principal place of business.
- B. This Agreement is the entire and integrated agreement between the Consultant and The Subconsultant and supersedes all prior negotiations, statements or agreements, either written or oral. The parties may amend this agreement only by a written instrument signed by both the Consultant and the Subconsultant.
- C. In the event that any term or provision of this agreement is found to be unenforceable or invalid for any reason, the remainder of this agreement shall continue in full force and effect, and the parties agree that any unenforceable or invalid term or provision shall be amended to the minimum extent required to make such term or provision enforceable and valid.
- D. Neither the Consultant nor the Subconsultant shall assign this agreement without the written consent of the other.
- E. Irrespective of any other term in this agreement, the Subconsultant shall not be responsible for construction means, methods, techniques, schedules, sequences, or procedures; or for construction safety, or any other related programs; or for another party's failure to complete their work or services in accordance with the Subconsultant's documents.
- F. Consultant agrees to indemnify, defend and hold harmless the Subconsultant from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including, but not limited to, reasonable attorneys' fees and all legal expenses and fees incurred through appeal, and all interest thereon, accruing or resulting to any and all persons, firms or any other legal entities on account of any damages or losses to property or persons, including injury or death, or economic losses, arising out of the Project and/or this agreement, except that the Subconsultant shall not be entitled to be indemnified to the extent such damages or losses are found by a court or forum of competent jurisdiction to be caused by the Subconsultant's errors or omissions.
- G. Should any legal proceeding be commenced between the parties to this agreement seeking to enforce any of its provisions, including, but not limited to, fee provisions, the prevailing party in such proceeding shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for attorneys' and expert witnesses' fees, which shall be determined by the court or forum in such a proceeding or in a separate action brought for that purpose.
- H. The Consultant and the Subconsultant waive consequential damages for any claims, disputes or other matters in question arising out of or relating to this agreement. The Subconsultant's waiver of consequential damages, however, is contingent upon the Consultant requiring the contractor and its subcontractors to waive all consequential damages against the Subconsultant for claims, disputes or other matters in question arising out of or relating to the project.
- I. To the extent that damages are covered by property insurance during construction, the Consultant and Subconsultant waive all rights against each other and against the contractors, Subconsultants, agents, and employees of the other for such damages. The Consultant or Subconsultant, as appropriate, shall require of the contractors, Subconsultants, agents and employees of any of them similar waivers in favor of the other parties described in this paragraph.
- J. The Consultant acknowledges and agrees that proper Project maintenance is required after the Project is complete. A lack of improper maintenance for this Project may result in damage to property and or persons. The Prime Consultant further acknowledges that, as between parties to this agreement, the Prime Consultant is solely responsible for the results of any lack of or improper maintenance.

K. Nothing in this agreement shall create a contractual relationship for the benefit of any third party.

8. Ownership of Instruments of Service:

Drawings, specifications and other documents, including those in electronic form, prepared by the Subconsultant and the Subconsultant's contractors are Instruments of Service for use exclusively to this Project. The Subconsultant and the Subconsultant's consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights.

9. Retainer:

The Prime Consultant shall pay a retainer in the amount of Zero Dollars (\$0.00) upon commencement of services or authorization of additional work under this Agreement. Said retainer shall be credited to the last invoice for service.

Confirmation Order

American Consulting Professionals, LLC

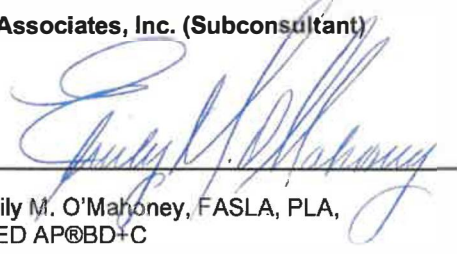
By: _____

Name: _____

Title: _____

Date: _____

**Gentile Glas Holloway O'Mahoney
& Associates, Inc. (Subconsultant)**

By: 

Emily M. O'Mahoney, FASLA, PLA,
LEED AP@BD+C

Title: Partner

Date: _____

August 11, 2020

EXHIBIT
Hours Summary for Work Order No. X
WORK SHEET FOR Prima Vista
2GHO #20-0602

Aug. 11, 2020
REIMBURSABLE

WORK ACTIVITY	POSITION	HOURS	RATE	TOTAL
TASK 1 15-30% Construction Documentation (Schematic Design)	PROJECT MANAGER	2	\$195.00	\$390.00
	SR. LANDCAPE ARCH	1	\$145.00	\$145.00
	LANDSCAPE ARCH	0	\$110.00	\$0.00
	SR. DESIGNER (LA)	3.842105	\$95.00	\$365.00
	PROJECT MANAGER	0	\$85.00	\$0.00
	SR. IRRIGATION DESIGN	0	\$110.00	\$0.00
	IRRIGATION DESIGNER	0	\$75.00	\$0.00
	ADMIN. ASSIST.	0	\$50.00	\$0.00
	900			
	Sub-Total			\$900.00
TASK 2 60% Construction Documentation	PROJECT MANAGER	4	\$175.00	\$700.00
	SR. LANDCAPE ARCH	9	\$145.00	\$1,305.00
	LANDSCAPE ARCH	0	\$110.00	\$0.00
	SR. DESIGNER (LA)	1	\$95.00	\$95.00
	DESIGNER (LA)	20.94118	\$85.00	\$1,780.00
	SR. IRRIGATION DESIGN	2	\$110.00	\$220.00
	IRRIGATION DESIGNER	20	\$75.00	\$1,500.00
	ADMIN. ASSIST.	0	\$50.00	\$0.00
	5600			
	Sub-Total			\$5,600.00
TASK 3 90% Construction Documentation	PROJECT MANAGER	2	\$175.00	\$350.00
	SR. LANDCAPE ARCH	6	\$145.00	\$870.00
	LANDSCAPE ARCH	0	\$110.00	\$0.00
	SR. DESIGNER (LA)	10.21053	\$95.00	\$970.00
	DESIGNER (LA)	0	\$85.00	\$0.00
	SR. IRRIGATION DESIGN	1	\$110.00	\$110.00
	IRRIGATION DESIGNER	12	\$75.00	\$900.00
	ADMIN. ASSIST.	0	\$50.00	\$0.00
	3200			
	Sub-Total			\$3,200.00
TASK 4 100% Construction Documentation	PROJECT MANAGER	0	\$175.00	\$0.00
	SR. LANDCAPE ARCH	1	\$145.00	\$145.00
	LANDSCAPE ARCH	0	\$110.00	\$0.00
	SR. DESIGNER (LA)	6	\$95.00	\$570.00
	DESIGNER (LA)	0	\$85.00	\$0.00
	SR. IRRIGATION DESIGN	0	\$110.00	\$0.00
	IRRIGATION DESIGNER	3.8	\$75.00	\$285.00
	ADMIN. ASSIST.	0	\$50.00	\$0.00
	1000			
	Sub-Total			\$1,000.00
TASK 5 Permitting	PROJECT MANAGER	0	\$175.00	\$0.00
	SR. LANDCAPE ARCH	2.827586	\$145.00	\$410.00
	LANDSCAPE ARCH	0	\$110.00	\$0.00
	SR. DESIGNER (LA)	2	\$95.00	\$190.00
	DESIGNER (LA)	0	\$85.00	\$0.00
	SR. IRRIGATION DESIGN	0	\$110.00	\$0.00
	IRRIGATION DESIGNER	0	\$75.00	\$0.00
	ADMIN. ASSIST.	0	\$50.00	\$0.00
	600			
	Sub-Total			\$600.00
TASK 6 Public Meetings	PROJECT MANAGER	11	\$175.00	\$1,925.00
	SR. LANDCAPE ARCH	2	\$145.00	\$290.00
	LANDSCAPE ARCH	0	\$110.00	\$0.00
	SR. DESIGNER (LA)	14	\$95.00	\$1,330.00
	DESIGNER (LA)	2	\$85.00	\$170.00
	SR. IRRIGATION DESIGN	0	\$110.00	\$0.00

IRRIGATION DESIGNER	0	\$75.00	\$0.00
ADMIN. ASSIST.	0	\$50.00	\$0.00
Sub-Total			\$3,715.00

Total Contract Amount	123.621	\$15,015.00	\$0.00
Reimbursable Allowance		0.00	
Total		15,015.00	