

MEMORANDUM

DATE: August 24, 2021

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

FROM: Jason Bezak, CPPB, Procurement Agent II
Procurement Management Department

SUBJECT: Record Retention

CONTRACT: 20210018
CONTRACT TITLE: Consulting Services for a New Public Works
Building
VENDOR NAME: CPZ Architects, Inc.
VENDOR ADDRESS: 4316 W Broward Blvd.
CITY & STATE: Plantation, FL 33317

APPROVED BY COUNCIL: N/A.

CONTRACT TERM: Contract period shall begin on August 24, 2021 and
terminate on June 9, 2022.

CPZ Architects shall provide the City with a Design Criteria Package to facilitate the City in soliciting for a Design Build Firm. The total amount to be paid by the City to the Consultant is on a time and expense basis for \$492,772.14.

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

**CITY OF PORT ST. LUCIE
CONTRACT # 20210018**

This Contract for Consulting Services for a New Public Works Building executed this 24th day of August, 2021, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipal corporation, duly organized under the laws of the State of Florida, hereinafter called "City", and CPZ Architects, Inc., 4316 West Broward Boulevard, Plantation, Florida 33317 Telephone No. (954) 328-2276, hereinafter called "Consultant" or "Proposer".

**SECTION I
RECITALS**

In consideration of the below agreements and covenants set forth herein, the parties agree as follows:

WHEREAS, Consultant is licensed in the State of Florida; and

WHEREAS, the City wishes to contract with a Consultant to provide the Scope of Services and products / services based on the terms and subject to the conditions contained herein; and

WHEREAS, Consultant is qualified, willing and able to provide the Scope of Services and products / services specified on the terms and conditions set forth herein; and

WHEREAS, the City desires to enter into this Contract with Consultant to perform the Scope of Services and product / services specified and, with a commission amount to be paid as agreed upon below.

NOW THEREFORE, in consideration of the premises and the mutual covenants herein name, the Parties agree as follows:

The Recitals set forth above are hereby incorporated into this Contract and made a part of hereof for reference.

**SECTION II
NOTICES**

All notices or other communications hereunder shall be in writing and shall be deemed duly given if delivered in person, sent by certified mail with return receipt request, email or fax and addressed as follows unless written notice of a change of address is given pursuant to the provisions of this Contract.

Consultant: CPZ Architects, Inc.
Chris Zimmerman, President
4316 West Broward Boulevard
Plantation, FL, 33317
Telephone No. (954) 328-2276
E-Mail: chris@cpzarchitects.com

City Contract Administrator: Jason Bezak, CPPB
Procurement Agent II - Procurement Management Department

121 SW Port St. Lucie Boulevard
 Port St. Lucie, FL 34984-5099
 772-344-4068 / FAX 772-871-7337
 E-mail: JBezak@cityofpsl.com

City Project Manager:

John Dunton, Deputy Director
 Public Works Department
 City of Port St. Lucie
 121 SW Port St Lucie Blvd, Building B
 Port St. Lucie, FL 34984
 Telephone 772-344-4035
 Email: jdunton@cityofpsl.com

SECTION III
DESCRIPTION OF SERVICES TO BE PROVIDED

See "Proposal for Design Services Public Works Site Study" from CPZ dated August 6th, 2021 for the scope of services and compensation breakdown.

DELIVERABLES

- CPZ Architects shall provide the City with a Design Criteria Package to facilitate the City in soliciting for a Design Build Firm.

SECTION IV
TIME OF PERFORMANCE

Contract period shall begin on **August 24, 2021** and terminate on **June 9, 2022**. The Consultant will be required to commence work under this Contract within ten (10) calendar days after the start date identified in this Contract. In the event all work required in this contract has not been completed by the specified date, the Consultant agrees to provide work as authorized by the Project Manager until all work specified in this contract has been rendered.

Port St. Lucie New Public Works Facility																		
Item		2021					2022											
		Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sept	Oct	Nov	Dec
Task 1 - Public Works Programing	12 wks																	
Task 2 - Site Review Options	12 Wks																	
Task 3 - Site Plan Approval (Estimated, will depend on City process)	14 Wks																	
Task 4 - Design Criteria Package	16 Wks																	

All invoices and correspondence relative to this Contract must contain the Purchase Order number, Contract number, detail of items with prices that correspond to the Contract, unique invoice number and partial or final release of liens.

All payments not made within the time specified by this section shall bear interest from thirty (30) calendar days after the due date at the rate of 1 percent per month on the unpaid balance.

All work compensated for under this Contract, including partial payments, shall become the property of the City of Port St. Lucie without restrictions or limitations. Work under this Contract shall include, but not be limited to, sketches, tracings, drawings, computations, details, design calculations, plan, electronic files and other related documents. The Consultant shall not be held liable for any reuse of the work and shall not be held liable for any modifications made to the work by others.

In the event the City deems it expedient to perform work which has not been done by the Consultant as required by these Specifications, or to correct work which has been improperly and/or inadequately performed by the Consultant as required in these Specifications, all expenses thus incurred by the City, at the City's option, will be invoiced to the Consultant and/or deducted from payments due to the Consultant. Deductions thus made will not excuse the Consultant from other penalties and conditions contained in the Contract.

Taxes. Consultant is responsible for all federal, state, and local taxes and other charges related to the performance of this contract.

SECTION VII
AUDITS

N/A.

SECTION VII
WORK CHANGES

The City reserves the right to order work changes in the nature of additions, deletions or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the contract price and time for completion. Any and all changes must be authorized by a written change order signed by the City's Purchasing Agent or his designee as representing the City. Work shall be changed and the contract price and completion time shall be modified only as set out in the written change order. Any adjustment in the contract price resulting in a credit or a charge to the City shall be determined by mutual agreement of the parties before starting the work involved in the change.

SECTION VIII
CONFORMANCE WITH PROPOSAL

It is understood that the materials and/or work required herein are in accordance with the proposal made by the Consultant pursuant to the Solicitation and Specifications on file in the Procurement Management Department of the City. All documents submitted by the Consultant in relation to said proposal, and all documents promulgated by the City for inviting proposals are, by reference, made a part hereof as if set forth herein in full.

SECTION IX
INDEMNIFICATION/HOLD HARMLESS

Consultant agrees to indemnify, defend and hold harmless, the City, its officers, agents, and employees from, and against any and all claims, actions, liabilities, losses and expenses including, but not limited to, attorney's fees for personal, economic or bodily injury, wrongful death, loss of or damage to property, at law or in equity, which may arise or may be alleged to have risen from the negligent acts, errors, omissions or other wrongful conduct of Consultant, agents, laborers, subconsultants or other personnel entity acting under Consultant control in connection with the Consultant's performance of services under this Contract and to that extent Consultant shall pay such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses including wrongful termination or allegations of discrimination or harassment, and shall pay all costs and attorney's fees expended by the City in defense of such claims and losses including appeals. That the aforesaid hold-harmless Contract by Consultant shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations of Consultant or any agent laborers, subconsultants or employee of Consultant regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages. Consultant shall be held responsible for any violation of laws, rules, regulations or ordinances affecting in any way the conduct of all persons engaged in or the materials or methods used by Consultant on the work. This indemnification shall survive the termination of this Contract.

SECTION X
SOVEREIGN IMMUNITY

Nothing contained in this Contract shall be deemed or otherwise interpreted as waiving the City's sovereign immunity protections existing under the laws of the State of Florida, or as increasing the limits of liability as set forth in [Section 768.28, Florida Statutes](#).

SECTION XI
INSURANCE

The Consultant agrees to indemnify, defend, and hold harmless the City, its officers and employees, from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligent act, recklessness, or intentional wrongful misconduct of the Consultant and persons employed or utilized, including any independent consultants or subconsultants by the Consultant in the performance of this contract.

The Consultant shall on a primary basis and at its sole expense agree to maintain in full force and effect at all times during the life of this Contract, insurance coverage, limits, including endorsements, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Consultant are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Consultant under the Contract.

The parties agree and recognize that it is not the intent of the City of Port St. Lucie that any insurance policy/coverage that it may obtain pursuant to any provision of this Contract will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City of Port St. Lucie and the City shall not be obligated to provide any insurance coverage other than for the City of Port St. Lucie or extend its

immunity pursuant to Section 768.28, Florida Statutes, under its self-insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project, any obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy, or otherwise protect the interests of the City of Port St. Lucie as specified in this Contract.

Workers' Compensation Insurance & Employer's Liability: The Consultant shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability and must include limits of at least \$100,000.00 each accident, \$100,000.00 each disease/employee, and \$500,000.00 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage shall apply on a primary basis.

Commercial General Liability Insurance: Commercial General Liability insurance issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	\$1,000,000
Personal/advertising injury	\$1,000,000
Products/completed operations aggregate	\$2,000,000
General aggregate	\$2,000,000
Fire damage	\$100,000 any 1 fire
Medical expense	\$10,000 any 1 person

Additional Insured: An Additional Insured endorsement **must** be attached to the certificate of insurance (should be CG2026) under the General Liability policy. Coverage is to be written on an occurrence form basis and shall apply as primary and non-contributory. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the City. Coverage shall extend to independent consultants and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO form separation of insurers clause.

Except as to Workers' Compensation and Employers' Liability, and Professional Liability, Certificates of Insurance and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured for Commercial General Liability and Business Auto policies. The name for the Additional Insured endorsement issued by the insurer shall read **"City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents for Contract # 20210018 Consulting Services for a New Public Works Building shall listed as additional insured."** Copies of the Additional Insured endorsements shall be attached to the Certificate of Insurance. The policies shall be specifically endorsed to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Consultant shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City.

Automobile Liability Insurance: The Consultant shall agree to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000.00 each accident covering any auto, owned, non-owned and hired automobiles. In the event, the Consultant does not own any automobiles; the Business Auto Liability requirement shall be amended allowing Consultant to agree to maintain only Hired & Non-Owned Auto

Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation must be provided. Coverage shall apply on a primary and non-contributory basis.

Professional Liability Insurance: Consultant shall agree to maintain Professional Liability, or equivalent Errors & Omissions Liability at a limit of liability not less than \$2,000,000 Per Occurrence. When a self-insured retention (SIR) or deductible exceeds \$10,000 the City reserves the right, but not the obligation, to review and request a copy of Consultant's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, the Consultant warrants the retroactive date equals or precedes the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Contract, Consultant shall agree to purchase a SERP with a minimum reporting period not less than four (4) years. If policy contains an exclusion for dishonest or criminal acts, defense coverage for the same shall be provided

Waiver of Subrogation: The Consultant shall agree by entering into this Contract to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement then Consultant shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.

Deductibles: All deductible amounts shall be paid for and be the responsibility of the Consultant for any and all claims under this Contract. Where an SIR or deductible exceeds \$5,000, the City of Port St. Lucie reserves the right, but not obligation, to review and request a copy of the bidder's most recent annual report or audited financial statement.

It shall be the responsibility of the Consultant to ensure that all independent consultants and sub-consultants comply with the same insurance requirements referenced herein. It will be the responsibility of the consultant to obtain Certificates of Insurance from all independent consultants and subconsultants listing the City as an Additional Insured without the language when required by written contract. If consultant, independent consultant or subconsultant maintain higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by consultant/independent consultant/subconsultant.

The Consultant may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form," the City shall be endorsed as an "Additional Insured."

The City by and through its Risk Management Department reserves the right, but not the obligation, to review, modify, reject or accept any required policies of insurance, including limits, coverages or endorsements, herein from time to time throughout the term of this contract. All insurance carriers must have an AM Best rating of at least A:VII or better. When a self-insured retention or deductible exceeds \$5,000, The City reserves the right, but not the obligation, to review and request a copy of bidder's most recent annual report or audited financial statement.

A failure on the part of the consultant to execute the contract and/or punctually deliver the required insurance certificates and other documentation may be cause for annulment of the award.

SECTION XII **ACTS OF GOD**

The Consultant shall be responsible for all preparation of the site for Acts of God, including but not limited to; earthquake, flood, tropical storm, hurricane or other cataclysmic phenomenon of nature, rain, wind or other natural phenomenon of normal intensity, including extreme rainfall. No reparation shall be made to the Consultant for damages to the Work resulting from these Acts. The City is not responsible for any costs associated with pre or post preparations for any Acts of God.

Emergencies – In the event of emergencies affecting the safety of persons, the work, or property, at the site or adjacent thereto, the Consultant, or his designee, without special instruction or authorization from the City, is obligated to act to prevent threatened damage, injury or loss. In the event such actions are taken, the Consultant shall promptly give to the City written notice and contact immediately by phone, of any significant changes in work or deviations from the Contract documents caused thereby, and if such action is deemed appropriate by the City a written authorization signed by the City covering the approved changes and deviations will be issued.

SECTION XIII **PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS**

Subject to the laws of the State of Florida and of the United States, neither Consultant nor any Sub-Consultant supplier of materials, laborer or other person shall file or maintain any lien for labor or materials delivered in the performance of this Contract against the City. The right to maintain such lien for any or all of the above parties is hereby expressly waived.

SECTION XIV **COMPLIANCE WITH LAWS**

The Consultant shall give all notices required by and shall otherwise comply with all applicable laws, ordinances, and codes and shall, at his own expense, secure and pay the fees and charges for all permits required for the performance of the Contract. All materials furnished and works done are to comply with all federal, state, and local laws and regulations. Consultant will comply with all requirements of [28 C.F.R. § 35.151](#). Consultants and Sub-Consultant, shall comply with [§ 119.0701, Fla. Stat.](#) The Consultant and Sub-Consultant, are to allow public access to all documents, papers, letters, or other material made or received by the Consultant in conjunction with this Contract, unless the records are exempt from [Art. I, § 24\(a\), Fla. Const.](#) and [§ 119.07\(1\)\(a\), Fla. Stat.](#) Pursuant to [§ 119.10\(2\)\(a\), Fla. Stat.](#), any person who willfully and knowingly violates any of the provisions of Ch. 119, Laws of Fla., commits a misdemeanor of the first degree, punishable as provided in [§ 775.082](#) and [§ 775.083 Fla. Stat.](#)

RECORDS

The City of Port St. Lucie is a public agency subject to Chapter 119, Florida Statutes. The Consultant shall comply with Florida's Public Records Law. CONSULTANT'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES. Pursuant to Section 119.0701, F.S.

Consultant agrees to comply with all public records laws, specifically to:

Keep and maintain public records required by the City in order to perform the service;

1. The timeframes and classifications for records retention requirements must be in accordance with the [General Records Schedule GS1-SL for State and Local Government Agencies](#).
2. During the term of the contract, the Consultant shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City.
3. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Consultant's records under this Contract include but are not limited to, supplier/subconsultant invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.
4. The Consultant agrees to make available to the City, during normal business hours all books of account, reports and records relating to this contract.
5. A Consultant who fails to provide the public records to the City within a reasonable time may also be subject to penalties under Section 119.10, Florida Statutes.

Upon request from the City's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Consultant does not transfer the records to the City.

Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Consultant, or keep and maintain public records required by the City to perform the service. If the Consultant transfers all public records to the City upon completion of the contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC

RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984
(772) 871 5157
pr@cityofpsl.com**

**SECTION XV
INSPECTION AND CORRECTION OF DEFECTS**

Deductions - In the event the City deems it expedient to perform work which has not been done by the Consultant(s) as required by these Specifications, or to correct work which has been improperly and/or inadequately performed by the Consultant(s) as required in these Specifications, all expenses thus incurred by the City, in the City's option, will be invoiced to the Consultant(s) and/or may be deducted from payments due to the Consultant(s). Deductions thus made will not excuse the Consultant(s) from other penalties and conditions contained in the Contract.

**SECTION XV
SCRUTINIZED COMPANIES**

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over \$1,000,000 that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran petroleum Energy Sector List, or do any business with Cuba or Syria. Both lists are created pursuant to Section 215.473, Florida Statutes <https://www.sbafla.com/fsb/Portals/FSB/Content/GlobalGovernanceMandates/QuarterlyReports/GlobalGovernanceMandatesandFlorida%20Statutes20190129.pdf?ver=2019-01-29-130006-790>.

**SECTION XVI
ADDITIONAL REQUIREMENTS**

In the event of any conflict between the terms and conditions, appearing on any purchase order issued relative to this Contract, and those contained in this Contract and the Specifications herein referenced, the terms of this Contract and Specifications herein referenced shall apply.

City's Public Relations Image – The Consultant's personnel shall at all times handle complaints and any public contact with due regard to the City's relationship with the public. Any personnel in the employ of the Consultant involved in the execution of work that is deemed to be conducting him/herself in an unacceptable manner shall be removed from the project at the request of the City Manager.

Dress Code – All personnel in the employ of the Consultant(s) shall be appropriately attired. Employees engaged in the course of work shall wear company uniforms neat and clean in appearance, readily identifiable to all City employees and the public. No tee shirts with obscene pictures or writings will be allowed. Swimsuits, tank tops, shorts and sandals are also prohibited. Safety toed shoes shall be worn at all times.

Patent Fees, Royalties, and Licenses – If the Consultant requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the Consultant and his surety shall indemnify and hold harmless the City from any and all claims for infringement in connection with the work agreed to be performed. The Consultant shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay by reason of any infringement at any time during the prosecution of or after completion of the work.

Permits - The Consultant shall be responsible for obtaining all permits, licenses, certifications, etc., required by Federal, State, County, and Municipal laws, regulations, codes, and ordinances for the performance of the work required in these specifications and to conform with the requirements of said legislation. The Consultant shall be required to complete a **W-9 Taxpayer Identification Form**, provided with the City's contract, and return it with the signed contract and insurance documents

Cooperative Purchasing Agreement - This contract may be expanded to include other governmental agencies provided a cooperative purchasing agreement exists or an inter-local agreement for joint purchasing exists between the City of Port St. Lucie and other public agencies. Consultant(s) may agree to allow other public agencies the same items at the same terms and conditions as this contract, during the period of time that this contract is in effect. Each political entity will be responsible for execution of its own requirements with the Consultant.

Contractual Relations - The Consultant(s) are advised that nothing contained in the contract or specifications shall create any contractual relations between the City and Sub-Consultant of the Consultant(s).

Standard Production Items - All products offered must be standard production items that have been available to the trade for a period of not less than two (2) years and are expected to remain available in future years.

SECTION XVII **ASSIGNMENT**

Consultant shall not delegate, assign or subcontract any part of the work under this Contract or assign any monies due him hereunder without first obtaining the written consent of the City.

SECTION XVIII **TERMINATION AND DELAYS**

Termination for Cause. The occurrence of any one or more of the following events shall constitute cause for the City to declare the Consultant in default of its obligations under the contract:

- I. The Consultant fails to deliver or has delivered nonconforming services or fails to perform, to the City's satisfaction, any material requirement of the Contract or is in violation of a material provision of the contract, including, but without limitation, the express warranties made by the Consultant;
- II. The Consultant fails to make substantial and timely progress toward performance of the contract;

- III. In the event the Consultant is required to be certified or licensed as a condition precedent to providing the Services, the revocation or loss of such license or certification may result in immediate termination of the contract effective as of the date on which the license or certification is no longer in effect;
- IV. The Consultant becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Consultant terminates or suspends its business; or the City reasonably believes that the Consultant has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;
- V. The Consultant has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the contract;
- VI. The Consultant has engaged in conduct that has or may expose the City to liability, as determined in the City's sole discretion;
- VII. The Consultant furnished any statement, representation or certification in connection with the contract, which is materially false, deceptive, incorrect or incomplete.

Notice of Default. If there is a default event caused by the Consultant, the City shall provide written notice to the Consultant requesting that the breach or noncompliance be remedied within the period of time specified in the City's written notice to the Consultant. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the City may:

- I. Immediately terminate the contract without additional written notice(s); and/or
- II. Enforce the terms and conditions of the contract and seek any legal or reasonable remedies; and/or
- III. Procure substitute services from another source and charge the difference between the contract and the substitute contract to the defaulting Consultant

Termination for Convenience. The City, in its sole discretion, may terminate this contract at any time without cause, by providing at least sixty (60) days' prior written notice to Consultant. Any such termination shall be accomplished by delivery in writing of a notice to Consultant. Following termination without cause, the Consultant shall be entitled to compensation upon submission of invoices and proper proof of claim, for services provided under the contract to the City up to the time of termination, pursuant to Florida law.

SECTION XIX **LAW, VENUE AND WAIVER OF JURY TRIAL**

This Contract is to be construed as though made in and to be performed in the State of Florida and is to be governed by the laws of Florida in all respects without reference to the laws of any other state or nation. The venue of any action taken to enforce this Contract shall be in St. Lucie County, Florida.

The Parties to this Contract hereby freely, voluntarily and expressly, waive their respective rights to trial by jury on any issues so triable after having the opportunity to consult with an attorney.

SECTION XX **APPROPRIATION APPROVAL**

The Consultant acknowledges that the City of Port St Lucie's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the City Council. The Consultant agrees that, in the event such appropriation is not forthcoming, this Contract may be terminated by the City and that no charges, penalties or other costs shall be assessed.

SECTION XXI
TRUTH-IN-NEGOTIATIONS

In accordance with the provisions of Section 287.055, Florida Statutes, the Consultant agrees to execute a truth-in-negotiations certificate and agrees that the original Contract price and any additions may be adjusted to exclude any significant sums by which the Contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs.

SECTION XXII
CONFLICT OF INTEREST

The City hereby acknowledges that the Consultant may be performing professional services for private developers within the Treasure Coast area. Should a conflict of interest arise between providing services to the City and/or other clients, the Consultant shall terminate its relationship with the other client to resolve the conflict of interest. The City Manager shall determine whether a conflict of interest exists. At the time of each Project Proposal the Consultant shall disclose all of its Treasure Coast clients and related Scope of Work.

SECTION XXIII
PUBLIC RECORDS / TRADE SECRETS / COPYRIGHT

The Proposer's response to the City's proposal request is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, [Florida Statutes Chapter 119.07](#) ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this City's proposal request and the Contract to be executed as subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the Solicitation purporting to require confidentiality of any portion of the Proposer's response to the Solicitation, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the Solicitation constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE SOLICITATION AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE SOLICITATION OR ANY PART THEREOF AS COPYRIGHTED.

SECTION XXIV
PROHIBITION AGAINST CONTINGENT FEES

The Consultant warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Contract and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

SECTION XXV
ATTORNEY'S FEES

If this matter is placed in the hands of an attorney for collection, or in the event suit or action is instituted by the City to enforce any of the terms or conditions of the Contract, Consultant shall pay to the City, in such suit or action in both trial court and appellate court, the City's costs, and reasonable attorney's fees for the anticipated cost of collection and judgment enforcement.

SECTION XXVI
CODE OF ETHICS

Consultant warrants and represents that its employees will abide by any applicable provisions of the State of Florida Code of Ethics in [Chapter 112.311 et seq.](#), Florida Statutes, and Code of Ethics Ordinances in [Section 9.14 of the City of Port St. Lucie Code](#).

SECTION XXVII
POLICY OF NON-DISCRIMINATION

Consultant shall not discriminate against any person in its operations, activities or delivery of services under this Contract. Consultant shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

SECTION XXVIII
SEVERABILITY

The Parties to this Contract expressly agree that it is not their intention to violate any public policy, statutory or common law rules, regulations, or decisions of any governmental or regulatory body. If any provision of this Contract is judicially or administratively interpreted or construed as being in violation of any such policy, rule, regulation, or decision, the provision, sections, sentence, word, clause, or combination thereof causing such violation will be inoperative (and in lieu thereof there will be inserted such provision, section, sentence, word, clause, or combination thereof as may be valid and consistent with the intent of the Parties under this Contract) and the remainder of this Contract, as amended, will remain binding upon the Parties, unless the inoperative provision would cause enforcement of the remainder of this Contract to be inequitable under the circumstances.

SECTION XXIX
ENTIRE AGREEMENT

The written terms and provisions of this Contract shall supersede any and all prior verbal or written statements of any official or other representative of the City. Such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any manner whatsoever, this Contract or Contract documents.

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

CITY OF PORT ST. LUCIE FLORIDA

By: Caroline Hurgis
Purchasing Agent

CONSULTANT
By: [Signature]
Authorized Representative

State of: FLORIDA County of: BROWARD

Before me personally appeared: CHRIS P. ZIMMERMAN
(Please print)

Please check one:

Personally known X
Produced Identification: _____
(Type of identification)

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

WITNESS my hand and official seal, this 26 day of July, 2021.

[Signature]
Notary Signature

Notary Public State of Florida at Large.

My Commission Expires 2/26/25.



GRETER P. PEREZ
Commission # HH 092899
Expires February 26, 2025
Bonded Thru Budget Notary Services

(seal)



August 6, 2021

Port St. Lucie Purchasing Department
Attn.: Mr. Jason Bezak
121 S.W. Port St. Lucie Blvd. Bldg. A
Port St. Lucie, FL 34984

**RE: Proposal for Design Services
Public Works Site Study**

Dear Mr. Jason Bezak:

The City of Port St Lucie has requested our office to prepare a proposal to assist with the development of preliminary plans and a Design Criteria Package for the redevelopment of the existing Public Works facility located at 450 SW Thornhill Boulevard, Port St. Lucie, FL.

Task 1 - Public Works Programing

1. City to provide a list of all the requirements for the new facility.
 - a. An organizational chart for all divisions and personnel to be housed in the new facility.
 - b. Future anticipated growth that we are to plan for.
 - c. Listing of all City vehicles to be at this facility.
 - d. Any special requirements the new building and site need to have space for.
 - e. Complete the questionnaire provided by CPZ for each division.
 - f. After this is received then we will do the following:
2. Site Visit and tour of all the existing divisions to be housed in the new facility. This includes all sites that they currently occupy.
3. Create a program report for review by the city. Revise as required until the final report and requirements are agreed on. The report will include proposed growth expectations that the city would like us to consider, 5 years, 10 years or other. This includes all offices, working spaces, vehicles, parking, etc. This will be a spreadsheet that will help determine building area and site area.
4. Create a diagram of spatial relationships indicating areas that need to be close to each other or can be located away from each other.

Task 2 – Site Review and Options

1. Provide a full topographical survey of the site with easements and underground utility locations. This will aid in the programing phase of the project as well.
2. Provide an Environmental Phase I Report
3. Geotechnical and Percolation Test. Provide borings and percolation tests for the redevelopment of the site.
4. Preapplication meeting with South Florida Water Management Division.
5. *Evaluate the structural ability to harden the existing warehouse and maintenance buildings. Based on the results of this decision and preliminary cost estimate, we will develop ONE of the following two options.*
6. Development of one of the following TWO (2) conceptual site plans for this site.
 - a. **Option 1 – The existing buildings, except for the administration building remain in the same location and are hardened.**
 - i. Site Plan Drawing
 - ii. Existing Tree Evaluation and Mitigation
 - iii. Floor Plan Drawings

CPZ ARCHITECTS, INC.

4316 WEST BROWARD BOULEVARD, PLANTATION, FLORIDA 33317
(954) 792-8525

AA #26000685

WWW.CPZARCHITECTS.COM



1. New 20,000 sf two story (10,000 sf per floor) administration building.
2. Existing Building Floor plans
 - iv. Hardening Review of the existing buildings.
 - v. Phasing Plan
 - vi. Review of utilities
 - vii. Zoning Review
 - viii. Finish Floor Elevation Review
 - ix. Develop an Opinion of Construction Costs
 - x. Structural input for new building
 - xi. Structural review of the existing building and report
 - xii. MEP Engineering review of the new building
 - xiii. MEP Engineering review of the existing building
- b. Option 2 – All Buildings are replaced with new buildings.**
 - i. Site Plan Drawing
 - ii. Existing Tree Evaluation and Mitigation
 - iii. Floor Plan Drawings for all buildings
 1. New 20,000 sf two story (10,000sf per floor) administration building.
 2. New Warehouse Building
 3. New Vehicle Service Building
 - iv. Phasing Plan
 - v. Utility Review
 - vi. Drainage Review
 - vii. Zoning Review
 - viii. Develop an Opinion of Construction Costs
 - ix. Structural input for new building
 - x. MEP Engineering review of the new buildings.
- c. Upon evaluation by the City and acceptance of Option 1 or 2, the remaining items will be completed.

Task 3 – Site Plan Approval Process

1. Prepare and submit the selected option for Site Plan Approval
 - a. Package Coordination and Submission
 - b. Site Lighting
 - c. Colored Renderings and Site Plan
 - d. Site Plan Drawings
 - e. Landscape & Irrigation Drawings
 - f. Site Lighting
 - g. Architectural Drawings
 - h. Public Art
 - i. Cost Estimate
 - j. Attendance at Online DRC Meetings (Allow 3)

Task 4 – Design Criteria Package

1. This package will specify all items required from the entire facility. This is not a set of permit documents. It is a specifications narrative with support conceptual/schematic drawings.
2. Civil Engineering
 - a. Drainage
 - b. Water and Sewer
 - c. Street Access



- d. Easements
- e. Traffic flow (cars, equipment, and semi-trucks).
3. Landscape and Irrigation
 - a. Mitigation Description
 - b. New Landscape requirements
 - c. Irrigation System specifications
4. Architectural
 - a. Floor plans
 - b. Building Elevations
 - c. General Building Sections
 - d. Materials, products, and finish specifications.
5. Structural
 - a. Structural Narrative for buildings
 - b. Foundation expectations
6. Mechanical Engineering
 - a. System requirements
 - b. System performance specifications
7. Electrical Engineering
 - a. System Requirements
 - b. System performance specifications
 - c. Generator requirements
 - d. FPL Coordination and Information
 - e. Specialty electrical requirements
8. Plumbing and Fire Protection Engineering
 - a. System Requirements
 - b. System performance specifications
 - c. Coordination of service with Civil Engineer.
9. Package Coordination
 - a. Review
10. Items not included:
 - a. Final permit and construction drawings

Task 5 – Selection Process

1. Be present at the pre-proposal meeting.
2. Respond to questions.
3. Review the submitted proposals.

DELIVERABLES

CPZ Architects shall provide the City with a Design Criteria Package to facilitate the City in soliciting for a Design Build Firm.

Phases Description of work	CPZ Architects			
	Principal	Proj Mngr	Arch Assoc	Admin
	\$ 200.00	\$ 170.00	\$ 110.00	\$ 80.00

Task 1 - Public Works Programing				
1. City to provide a listing of all requirements for the new facility	2	4		
a. An organizational chart for all divisions and personnel to be housed in the new facility.				
b. Future anticipated growth that we are to plan for.				
c. Listing of all City vehicles to at this facility.				
d. Any special requirements the new building and site need to have space for.				
e. Complete the questionnaire provided by CPZ for each division.				
f. After this is received then we will do the following:				
2. Site Visit and tour of all the existing divisions to be housed in the new facility. This includes all sites that they currently occupy.	16	16		
3. Create a program report for review by the City. Revise as required until the final report and requirements are agreed on. The report will include proposed growth expectations that the City would like us to consider, 5 years, 10 years or other. This includes all offices, working spaces, vehicles, parking, etc. This will be a spreadsheet that will help determine building area and site area.	8	24	32	24
4. Create a diagram of spatial relationships indicating areas that need to be close to each other or can be located away from each other.	2	6	12	
SUB-TOTAL	28	50	44	24
	\$ 5,600.00	\$ 8,500.00	\$ 4,840.00	\$ 1,920.00
				\$ 20,860.00

Task 2 - Review of the Northport Utility Site				
1. Provide a full topographical survey of the site with easements and underground locations. This will aid in the programing phase of the project as well.		4		
2. Environmental Phase I	2	4		
3. Geotechnical and Percolation Test. Provide enough boring and test to acquire a general understanding of the site.	2	4		
4. Preapplication meeting South Florida Water Management Division.	2	2		
5. Review the existing Maintenance and Warehouse buidling for hardening.	8	30		
6. Development of the new conceptual site plans for this site.				
a. Option 1 – The existing buildings, except for the administration building remain in the same location and are hardened.				

Bowman

June 23, 2021

Sent via Email: chris@cpzarchitects.com

Chris P. Zimmerman, AIA
CPZ Architects, Inc.
201 North Elmar Drive, Suite 200
Jensen Beach, Florida 34957

RE: PSL Public Works Building REV 4

Mr. Zimmerman:

Bowman Consulting Group Ltd (hereinafter referred to as "Consultant") is pleased to submit this proposal for professional services to CPZ Architects, Inc. (hereinafter referred to as "Client") for the proposed feasibility studies for the planning of a new building for the Public Works Department of the City of Port St. Lucie, Florida.

PROJECT UNDERSTANDING

It is the Consultant's understanding that the City of Port St. Lucie is proposing to build a new building for the Public Works Department at the existing Thornhill Facility Site at 450 SW Thornhill Boulevard. The Consultant's work shall include performing a survey of the site and preparing two site plans: Site Plan 1 will depict a new building in the location of the current administration building, while hardening all other buildings in place. Site Plan 2 will depict a restructuring of all the buildings on site to provide better circulation and operations and replacement of all buildings with new hardened buildings. It is our understanding that CPZ will be the primary consultant performing the work and coordinating with the City, our role on this project is to provide Civil Engineering and Surveying work as a sub-consultant in support of fulfilling the requirements of the City.

SCOPE OF SERVICES

Task 1 – Public Works Programming

The Consultant will perform the following civil engineering services in support of the Client's architectural work:

- A. Conduct a site visit with the CPZ team and City representatives. Photograph any existing above ground items of interest.
- B. Attend via teleconference any meetings with the development team and the City as required for the development of the Public Works Programming task.

Task 2 – Site Review and Options

The Consultant will perform the following surveying and engineering services in support of the Client's architectural work:

1. A Boundary & Topographic Survey, as defined in Chapter 5J-17 of the Florida Administrative Code for the overall subject property.
 - a. The survey drawing shall include all plottable encumbrances included in the title report (provided by the client).
 - b. Any existing access on, across, or over the parcel will also be shown.
 - c. The Topographic portion of the survey shall include all improvements, utilities and drainage features lying within the survey limits as shown on Exhibit "A" (included). Ground elevations shall be collected at an interval suitable for creating 1-foot contours.
 - d. All native trees 4-inches or greater will be located and attempted to be identified.
2. Perform a Level B Subsurface Utility Exploration of the entire site delineating the horizontal location of any known utilities. Pot holing and depth verification will not be conducted as part of this project.
3. Develop one (1) conceptual site plan that will reflect the preferred option following a hardening analysis of the existing buildings by others. The site plan will depict either:
 - a. Leaving existing buildings in place and adding the administrative building, or
 - b. Replacing existing buildings with new buildings.
4. Based on the preferred site plan, prepare a conceptual utilities plan in coordination with KAMM based on GIS and As-Built information provided by the City of existing infrastructure. Prepare a conceptual paving and grading plan. Grading plan to include minimum finished floor elevation and roadway elevations as required for an essential facility.
5. Civil review of the site plan for traffic flow, turning radius, fire access. The site evaluation will include the following: Trip generation for proposed compound, discussion of potential operation impacts on adjacent intersections, internal traffic circulation, traffic distribution (maintenance trucks vs vehicles), driveway location and access management, available sight distances for proposed driveways, existing crash history on adjacent intersections, and roadways and concurrency analyses.
6. Review with the City. This includes two (2) in person meetings and two (2) virtual meetings
7. Final plan and report updates for the Civil components of the Site.

Task 3 – Site Plan Approval Process

The Consultant will provide supporting civil related drawings and reports as required for CPZ's submittal of a site plan approval application to the City of Port St. Lucie Site Plan Review Committee (SPRC). Plans will include:

1. Site Plan
2. Boundary and Topographic Survey
3. Conceptual Paving, Grading and Drainage Plans
4. Conceptual Utilities Plan

In addition, the following reports will be provided:

1. Traffic Statement
2. Drainage Statement

The Consultant will attend SPRC meetings online.

Task 4 – Design-Build Criteria Package

The Consultant will assist the Client in collating and finalizing the civil components of the Design-Build Criteria. The Consultant will base their portion on the example package prepared by CPZ for the City of Delray Beach Fire Station. The Consultant will be responsible for the following sections of the Design-Build criteria:

2.4.1 Site Requirements

- 2.4.1.1 General Layout and Site Work
- 2.4.1.2 Driveways and Parking
- 2.4.1.3 Sidewalks
- 2.4.1.4 Signage and Pavement Markings
- 2.4.1.5 Service Pads
- 2.4.1.6 Traffic Signalization and Intersection Improvements

2.4.2 Utilities

- 2.4.2.1 Water System
- 2.4.2.2 Sanitary Sewer Service
- 2.4.2.3 Electrical Service in Coordination with KAMM.
- 2.4.2.4 Telecommunication and Data
- 2.4.2.5 Natural Gas

2.4.3 Grading and Drainage

Task 5 – Selection Process

The Consultant will assist in the selection process by responding to any questions and RFI's from Design/Build teams bidding on the project.

INFORMATION OR SERVICES PROVIDED BY THE CLIENT

The Client or Client's representative will provide the following information and/or services to the Consultant:

- A. Existing site plan, grading and drainage as-builts and utilities as-builts of the Thornhill Site in AutoCAD format.
- B. Architectural and MEP plans (i.e., building footprint, utility stub-out locations).
- C. All fees including application, review, impact, and other fees.
- D. All letters of credit, performance bonds, surety bonds or other types of guarantees or assurances made to the City/County, regulatory agencies, etc.
- E. Structural and electrical engineering.
- F. Access to the properties.

ADDITIONAL SERVICES

The Consultant will provide, as requested, additional services that require analyses beyond those described in the above task(s). These additional services may include, but are not limited to:

- A. Site plan revisions due to building modifications.
- B. Off-site improvements.
- C. Pre-App meetings with SFWMD, FDOT, if required.
- D. Traffic Studies, Signal Warrants.
- E. Additional entitlement, permitting, and regulatory services.
- F. Construction services and certification.

FEES AND BILLING

This proposal, as well as the attached Terms and Conditions, represents the entire understanding between the Client and the Consultant concerning the Project. Billing will be invoiced monthly based on percentage complete for Lump Sum tasks and for services actually provided for Time and Material (hourly) tasks. Our fees do not include direct expenses, application, review, impact or other fees. Invoices are payable upon receipt. All remittance should be sent to: Bowman Consulting Group Ltd, PO Box 245, Herndon, Virginia 20172.

FEE SCHEDULE

TASK	FEE TYPE	FEE
Task 1 – Public Works Programming	LS	\$4,680.00
Task 2 – Site Review and Options	LS	\$71,302.00
Topographic and Boundary Survey \$27,440.00		
Subsurface Utility Exploration \$17,142.00		
Site Plan and Conceptual Civil Engineering \$26,720.00		
Task 3 – Site Plan Approval Process	LS	\$8,140.00
Task 4 – Design Criteria Package	LS	\$4,070.00
Task 5 – Selection Process	LS	\$1,640.00
Task 98099 – Reimbursable Expenses	T&E	
Total:		\$89,832.00

LS: Lump Sum T&E: Time & Materials TNE: Time & Materials - Not-To-Exceed

Cancellation of any task by Client prior to completion shall be subject to payment for time and expenses incurred up to point of cancellation. It is understood and agreed that the fees applicable for the performance hereunder shall remain in full force and effect up to and including December 31, 2021. After said date, the Consultant shall have the right, but not the obligation, to increase any and all fees and expenses contained herein to such levels as may be currently established for similar performances at that point in time.

SUMMARY AND AUTHORIZATION

This Proposal for Professional Services is accepted on the date last signed below and is subject to the terms and conditions stated above and any provisions set forth herein. If Client concurs with the scope of services and fees, please execute this proposal and return one copy.

Agreed To and Accepted By:

CPZ ARCHITECTS, INC.
("CLIENT")

BOWMAN CONSULTING GROUP LTD
("CONSULTANT")

By: _____

By: 

Print Name: _____

Print Name: Octavio 'Oats' Reis, P.E.

Title: _____

Title: Principal / Senior Project Manager

Date: _____

Date: June 23, 2021

Bowman

BOWMAN CONSULTING GROUP LTD

SCHEDULE A - FEES FOR REPROGRAPHIC, DELIVERY, TRAVEL AND OTHER SERVICES

January 2021

Reprographic Services

B&W Photo Copies	\$0.35/sf, or \$0.23 for 8-1/2" x11" sheet
Color Photo Copies	\$0.50/sf, or \$0.32 for 8-1/2" x11" sheet
Printing (bond)	\$0.35/sf, or \$2.10 for 24" x 36" sheet
Printing (mylar)	\$3.00/sf, or \$18.00 for 24" x 36" sheet

Binding, Mounting and Folding of plan sets, reports, or drawings will be invoiced at our standard hourly rates. Copying of Plans that have been archived in storage is subject to a minimum archive retrieval fee of \$50 plus applicable reprographic fees above.

Delivery Services

In-house delivery services are invoiced at \$2.00 per mile (one way) and subject to a minimum \$20.00 charge for standard delivery during normal business hours. Rush services and times outside normal business hours are subject to a minimum \$20.00 surcharge.

Outsourced courier services (i.e. Federal Express, DHL, etc.) are invoiced at cost plus 15%.

Travel

Mileage for employee travel by car to facilitate the project, including travel to the project site and for meetings with the client, project team, contractors, or governmental agencies, will be invoiced at the current IRS standard mileage rate.

Airfare and/or lodging to facilitate the project will be coordinated with the client in advance and will be invoiced at cost plus 15%.

Miscellaneous

Other costs associated with sub-consultants, specialty equipment, laboratory testing, field testing, tolls, parking or other miscellaneous items will be invoiced at cost plus 15%.

Initials: BCG

/ Client



BOWMAN CONSULTING GROUP LTD

SCHEDULE B - HOURLY RATE

January 2021

CLASSIFICATION	HOURLY RATES
Principal	\$275.00/HR
Department Executive	\$220.00/HR
Senior Project Manager	\$205.00/HR
Project Manager	\$170.00/HR
Senior Surveyor	\$175.00/HR
Engineer I II III	\$110.00/HR \$120.00/HR \$135.00/HR
Designer I II III	\$110.00/HR \$120.00/HR \$125.00/HR
CADD Drafter I II III	\$ 75.00/HR \$100.00/HR \$105.00/HR
Constructor Inspector	\$100.00/HR
Landscape Architect I II III	\$110.00/HR \$120.00/HR \$135.00/HR
Right of Way Specialist I II III	\$105.00/HR \$120.00/HR \$135.00/HR
Survey Technician I II III	\$ 76.00/HR \$ 98.00/HR \$121.00/HR
Project Surveyor	\$159.00/HR
Survey Field Crew – 1 Man	\$121.00/HR
Survey Field Crew – 2 Man	\$147.00/HR
Survey Field Crew – 3 Man	\$180.00/HR
3D Scanning Crew	\$237.00/HR
Survey Field Technician	\$ 63.00/HR
3D/UAV Modeling Technician	\$134.00/HR
UAV Operation	\$237.00/HR
SUE Field Crew - 1 Man	\$115.00/HR
SUE Field Crew - 2 Man	\$142.00/HR
SUE Field Crew - 3 Man	\$173.00/HR
SUE Field Crew - 4 Man	\$216.00/HR
SUE Utility Coordinator	\$152.00/HR
SUE Technician I II III	\$ 73.00/HR \$ 95.00/HR \$115.00/HR
Machine Control Technician	\$134.00/HR
Administrative Professional	\$ 80.00/HR

Initials: BCG

/ Client

Bowman

TERMS AND CONDITIONS

These Terms and Conditions are incorporated by reference into the Proposal and its exhibits (the "Proposal") from Bowman Consulting Group, Ltd. ("BCG") to the Client for performance of services described in the Proposal and associated with the project described in the Proposal (the "Project"), and in any subsequent approved Change Order related to the Project. These Terms and Conditions, the accepted Proposal, and any Change Orders or other amendments thereto, shall constitute a final, complete, and binding agreement (the "Agreement") between BCG and Client, and supersede any previous agreement or understanding.

1. Scope of Services. BCG will provide the services expressly described in and limited by the Proposal (the "Scope"). If in BCG's professional judgment the Scope must be expanded or revised, BCG will forward a change order agreement to Client that describes the revision to the Scope (the "Change Order") and the adjusted fee associated therewith.

2. Standard of Care. The standard of care for all services performed by BCG for Client shall be the care and skill ordinarily used by members of the applicable profession practicing under similar circumstances at the same time and locality of the Project. Client shall not rely upon the correctness or completeness of any design or document prepared by BCG unless such design or document has been properly signed and sealed by a licensed professional on behalf of BCG.

3. Payment Terms. BCG will invoice Client monthly or more frequently based on a percentage of the work completed for lump sum tasks, number of units completed for unit tasks, and actual hours spent for hourly tasks. Invoices are due and payable in full upon receipt without offset of any kind or for any reason. BCG shall have the discretion to apply payments made by Client to an invoice or retainer account of Client in accordance with its business practices. Client agrees to pay a finance charge of one and one-half percent (1.5%) per month from the invoice date on any unpaid balance not received by BCG within thirty (30) days of the invoice date. Payment of invoices is subject to the following further terms and conditions:

(a) If any invoice is not paid in full within forty-five (45) days of the invoice date, and Client has not timely and in good faith disputed the invoice as provided below, BCG shall have the right at its election by giving notice to Client to either: (i) suspend the performance of further services under this Agreement and, at its sole discretion, suspend the performance of further services on other projects which are being performed by BCG on behalf of Client or any related Client entities, until all invoices are paid in full and BCG has received a retainer in such amount as BCG deems appropriate to be held as described below; or (ii) deem Client to be in material breach of this Agreement and proceed pursuant to Section 17 below. Client agrees to pay any and all charges, costs or fees incurred in collection of unpaid invoices, including reasonable attorneys' fees and costs. Following BCG's election above, BCG shall bear no liability to Client or any other person or entity for any loss, liability or damage resulting from any resulting delay, and any schedule for the performance of services hereunder prepared previously shall be deemed void with any future schedule for the performance of services requiring the approval of both Client and BCG.

(b) If Client disputes any submitted invoice, Client shall give written notice to BCG within thirty (30) days of the invoice date detailing the dispute. If no written notice of a dispute is provided to BCG within that time period, the invoice shall then be conclusively deemed good and correct. If part of an invoice is disputed, Client shall remain liable to timely pay the undisputed portion of the invoice in accordance with the terms of this Agreement. Client and BCG shall promptly negotiate in good faith to resolve any disputed portion of an invoice.

4. Retainer and Other Payments. BCG reserves the right to require that Client make a payment to be held by BCG as an advance against future billings (the "Retainer"). The Retainer is not intended as the regular source of payment for invoices issued to Client under this Agreement or otherwise, and the parties intend that the Retainer be applied to the final invoice for the services described in the Agreement, or against any other unpaid amounts owed to BCG should Client (or any affiliate of Client) fail to timely pay invoices due BCG. The Retainer account may consist in part of payments applied by BCG pursuant to the authority granted it under Paragraph 3 above. If the Retainer is applied during the course of the Agreement, Client agrees to promptly replenish the Retainer upon request of BCG. Upon the conclusion of this Agreement, or its earlier termination, BCG shall (a) apply the Retainer to any unpaid amount owed BCG by Client (or its affiliates), and (b) return any unapplied portion to Client. The Retainer shall not be required to be held in a separate account nor shall it bear interest, and the Retainer may include other amounts paid to BCG by Client with respect to the Project or other projects.

5. Client Duties and Responsibilities. Client shall inform BCG of any special criteria or requirements related to the Project or Scope, and shall timely and at its cost furnish any and all information in its possession relating to the Project, including

Initials: BCG _____ / Client _____

reports, plans, drawings, surveys, deeds, topographical information and/or title reports. BCG shall bear no responsibility for errors, omissions, inaccuracy or incompleteness in third-party information or additional costs arising out of its reliance upon such third-party information supplied by Client. Client warrants and represents that: (a) Client has obtained the full and unconditioned prior written consent from any third-party for BCG to use such third-party information; (b) such consent shall be provided to BCG upon request; and (c) such consent shall be in a form that, in BCG's reasonable discretion, does not violate any applicable law, regulation, or code of ethics. If the Scope requires a current title report, Client shall timely and at its cost provide such title report to BCG. If the Scope includes preparation of plats to be recorded in the land records of the Project jurisdiction, Client shall timely prepare, submit, and record necessary deeds and pay all recording fees associated with deeds and plats. All off-site easements are the responsibility of Client. Client shall indemnify and hold harmless BCG from and against any and all claims, demands, losses, costs, and liabilities, including without limitation reasonable attorney fees and expenses incurred by BCG and arising out of (a) Client's breach of this Agreement or (b) an action by Client or a third-party with respect to any matter not included in the Scope or that is excluded from the responsibility of BCG pursuant to this Agreement.

6. Insurance. BCG and its employees are protected by workman's compensation, commercial general liability, automobile liability, and professional liability insurance policies. Upon request of Client, BCG shall provide a certificate of insurance to Client evidencing such coverage and shall attempt to include Client as an additional insured on those coverages that permit additional insured status. Client acknowledges it has been offered the opportunity to review the current limits of such coverage and finds them satisfactory, and further agrees that in no event shall BCG's liability to Client or any party claiming through Client be greater than the limits of such insurance. From time to time BCG may, without notice to Client, amend the carriers, conditions, exclusions, deductibles or limits of any such insurance; provided that prior to any decrease in any insurance limit becoming effective BCG shall give notice thereof to Client.

7. Potential Liability of BCG. The following provisions shall operate with respect to any potential liability of BCG arising under the Agreement:

(a) Client may not assert that there is a breach, defect, error, omission or negligence in the services performed by BCG that Client believes creates liability on the part of BCG unless Client gave written notice to BCG not later than the first to occur of (i) the beginning of any corrective work, or (ii) thirty (30) days after Client had knowledge of the existence of the breach, defect, error, omission or negligence. BCG shall have the opportunity to participate in decisions regarding the corrective work, and Client shall ensure that corrective action is taken at the lowest reasonable expense under the circumstances.

(b) Notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of BCG and BCG's officers, directors, partners, employees, agents, and consultants to Client and anyone claiming through Client, shall not in any manner whatsoever exceed the direct losses incurred by Client (to the extent of and in proportion to BCG's comparative degree of fault) that resulted from the error, omission or negligent act of BCG in the performance of services under this Agreement.

(c) To the fullest extent permitted by law, BCG and BCG's officers, directors, partners, employees, agents, and sub-consultants shall not be liable to Client or anyone claiming through Client for any special, incidental, indirect, or consequential damages whatsoever arising out of, resulting from, or in any way related to the Project or this Agreement, regardless of whether such damages are alleged to be caused by the negligence, professional errors or omissions, strict liability, breach of contract, or breach of express or implied warranty.

(d) Client agrees that BCG's shareholders, principals, partners, members, agents, directors, officers and/or employees shall have no personal liability whatsoever arising out of or in connection with this Agreement or the performance of services hereunder.

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

8. Certificate of Merit. In addition to the requirement of notice under section 7(a) above, Client shall make no claim (whether directly or in the form of a third-party claim) against BCG unless Client shall have first provided BCG with a written certification executed by an independent professional licensed in the state in which the Project is located and licensed in the profession to which the claim relates. Such certificate shall: (a) contain the name and license number of the certifier; (b) specify each and every act or omission which the certifier contends constitutes a violation of the standard of care expected

of a professional performing professional services under similar circumstances; (c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation; and (d) be provided to BCG thirty (30) days prior to the presentation of and as a precondition to any such claim, or the institution of any mediation, arbitration, judicial or other dispute resolution proceeding.

9. Conflict Resolution and Applicable Law. Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach thereof, that cannot be resolved by the parties and for which the amount in controversy is less than One Hundred Thousand Dollars (\$100,000.00) shall be settled by arbitration administered in Fairfax County, Virginia by the American Arbitration Association in accordance with its Commercial Arbitration Rules and Expedited Procedures, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction over the parties. For any other dispute, controversy or claim arising out of or relating to this Agreement, or the breach thereof, the parties agree to first submit such dispute, controversy or claim to non-binding mediation, with each party to bear its own costs of such mediation and to equally share the costs of any mediator. If such mediation does not successfully resolve all issues, then the unresolved issues shall be settled in the state or Federal courts where the project is located. This Agreement shall be governed and interpreted in accordance with the laws of the state in which the Project is located, without giving effect to conflicts of laws principles thereof.

10. Ownership of Documents and Other Rights of BCG.

(a) All reports, plans, specifications, computer files, field data, notes, and other documents and instruments prepared by BCG as instruments of service ("Work Product") shall remain the property of BCG up until such time as all monies due to BCG have been paid in full, at which time (i) Client may take possession of the Work Product, and (ii) BCG shall be deemed to have granted Client a fully paid, non-exclusive license to use the same solely for the Project. Subject to such license BCG shall retain all common law, statutory, and other reserved rights, including the copyright to all Work Product. If Client or a party acting on Client's behalf modifies any part of the Work Product or reuses them on a different project, Client agrees to indemnify and hold BCG harmless from any claim, liability or cost (including reasonable attorneys' fees and defense costs) arising therefrom. Client acknowledges that if BCG provides Client with Work Product in an electronic or digital format ("Electronic Data"), Client is responsible for cross checking the Electronic Data with the applicable paper document for full conformance and consistency between such paper document and the Electronic Data.

(b) BCG reserves the right to include photographs and descriptions of the Project in its promotional, marketing, and professional materials. Client grants its consent to BCG for BCG to install reasonable signage at the Project equivalent to that which is or could be installed by other vendors to the Project.

11. Modification. From time to time BCG may either in writing or by electronic mail submit a Change Order to Client and Client shall be deemed to have approved such Change Order if: (a) Client signs the Change Order; (b) Client signifies its consent to the Change Order by electronic mail; or (c) a representative of Client with actual or apparent authority to approve the Change Order orally approves it and BCG subsequently confirms such approval in writing or by email and begins work associated therewith without receiving written or electronic mail objection thereto. Except for Change Orders authorized by Client as provided immediately above, this Agreement may be amended, modified, or supplemented only in writing signed by all parties hereto. Any signature required or permitted hereunder may be either by hand or by electronic signature.

12. Exclusions from Scope. By way of illustration and not limitation, unless specifically included in the Scope, BCG has no obligation or responsibility for: (a) favorable or timely comment or action by any governmental entity; (b) taking into account off-site conditions or circumstances that are not clearly visible or reasonably ascertainable by the performance of on-site services; (c) the accurate location or characteristics of any subsurface utility or feature that is not clearly and entirely visible from the surface; or (d) structural design (including, but not limited, to structural design of retaining wall(s) or of special drainage structure(s)).

13. Limits of Scope.

(a) Early Bid Documents. Client agrees that if it requests submission of Work Product documents to contractors for bid purposes either prior to full completion thereof by BCG or prior to final governmental approval, the potential exists for additional design and construction costs arising from required subsequent revisions and additions to BCG design documents so as to conform to those of other design disciplines and/or governmental agencies, and any such costs shall be Client's responsibility.

(b) Estimates. Any cost, timing or quantity estimates provided as a part of the Scope are estimates only and reflect BCG's judgment as a design professional familiar with the construction industry, but expressly do not represent a guarantee of quantities or construction costs. Client agrees that BCG has no control over contractors as to cost, timing, or quantity matters, and further agrees that if Client desires greater accuracy as to construction costs it should engage an independent cost estimator.

(c) Construction Means and Methods. Client agrees that BCG does not control and is not responsible for construction means, methods, techniques, sequences, or procedures, or for any safety precautions in connection with the Project or for the acts or omissions of any contractor, subcontractor, or any other person or entity performing work for the Project.

(d) Shop Drawing Review. If specifically included in the Scope, BCG shall review and check the contractor's shop drawings, product data, and samples, but only for the limited purpose of checking for general conformance with the intent of such contract documents. Client acknowledges that such review is not for the purpose of determining or substantiating the accuracy and completeness of other details, such as dimensions or quantities, or for substantiating instructions for installation or performance of equipment or systems designed by the contractor. BCG's review shall not constitute approval of safety precautions, construction means, methods, techniques, schedules, sequences or procedures, or of structural features.

(e) Plan and Permit Processing. If the Scope includes preparation of plans and/or plats for review and approval by public agencies, submission and processing of such plans and plats in a manner consistent with a normal course of business is included within the Scope. If Client requests BCG to either expedite the plan review process by attending meetings, hand carrying plans and documents from agency to agency, or performing similar services, or to prepare and process permit applications of any type, then, unless specifically included in the Scope, those services will be performed by BCG as hourly rate services under Section 14 below.

(f) Building Plan Coordination. If the Scope includes preparation of site plans, site grading plans, subdivision plans, or similar plans that involve coordination with building plans (including architectural, mechanical, structural, or plumbing plans) to be prepared by others, Client shall provide such building plans to BCG by such date and in such state as BCG reasonably deems necessary to timely perform its services. If Client fails to so provide building plans to BCG, BCG may make reasonable assumptions regarding building characteristics in order to timely perform its services and any later revisions to BCG plans required to properly coordinate them with building plans will require a Change Order, subject to an additional fee.

14. Fees by Hourly Rate Schedule. If Client requests BCG to perform services not included in the Proposal or an approved Change Order (including, without limitation, attending meetings and conferences on an as-needed basis with public agencies), Client shall compensate BCG for such services in accordance with the Hourly Rate Schedule attached to and made a part of the Agreement. Expert witness testimony or participation at legal discussions, hearings or depositions, including necessary preparation time, will be charged at 150% of the quoted rates. If the Project extends beyond the calendar year in which the Proposal is dated, BCG may, by giving notice to Client, revise its Hourly Rate Schedule once each calendar year, but no sooner than twelve (12) months after the date of the Proposal.

15. Covenants Benefiting Third-Parties. BCG and Client acknowledge that from time to time third-parties may request BCG to execute documents which benefit that third-party. These documents may include certifications, consent of assignment, and/or waiver of certain of BCG's rights under this Agreement ("Requested Covenant"). Client acknowledges that execution of Requested Covenants is beyond the Scope, is at BCG's discretion, and, if BCG decides to so execute a Requested Covenant, the language, terms, and conditions of such Requested Covenant must be acceptable to BCG, at BCG's discretion.

16. Assignment. This Agreement may not be assigned by one party without the express written consent of the other party. Notwithstanding the forgoing, BCG may employ consultants, sub-consultants, or subcontractors as it deems necessary to perform the services described in the scope. Also, BCG may assign its right to receive payments under this Agreement.

17. Termination. Either party may terminate the provision of further services by BCG under this Agreement for convenience with thirty (30) days advance notice to the other party. In addition, following a material breach by the other party, the non-breaching party may terminate the provision of further services by BCG under this Agreement by giving ten

(10) days prior notice and an opportunity to cure to the reasonable satisfaction of the non-breaching party. Client acknowledges that its failure to timely pay undisputed invoices is a material breach and that full payment of all undisputed invoices is required to cure such breach. Following any termination of services: (a) Client shall immediately pay BCG for all services performed through the termination date, including reasonable costs of transitioning the Project to a new design professional designated by Client, if applicable; (b) BCG shall have the right to withhold from Client the use or possession of Work Product prepared by BCG for Client under this or any other agreement with Client, until all outstanding invoices are paid in full; (c) if the termination by BCG resulted from a material breach by Client, BCG shall have the right to withdraw any Work Product or other documents filed with any governmental agency by BCG in its name on behalf of Client; and (d) if Client selects a new design professional then, as a condition of transferring any files or documents, Client and Client's new design professional shall execute BCG's standard Electronic File Transfer Agreement or such other similar agreement as the parties shall in good faith negotiate.

18. Miscellaneous. If any provision of this Agreement shall be held invalid, illegal or unenforceable, the other provisions of this Agreement shall remain in full force and effect. The failure of a party to enforce any provision hereof shall not affect its right at a later time to enforce same. A waiver by a party of any condition or breach hereunder must be in writing to be effective and, unless that writing provides otherwise, shall waive only one instance of that condition or breach. This Agreement is solely for the benefit of the parties hereto and, to the extent provided herein, their respective affiliates, directors, officers, employees, agents and representatives, and no provision of this Agreement shall be to confer upon third-parties any remedy, claim, liability, reimbursement, cause of action, or other right. The headings in this Agreement are for convenience and identification purposes only, are not an integral part of this Agreement, and are not to be considered in the interpretation of any part hereof. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. References in this Agreement to any gender shall include references to all genders. Unless the context otherwise requires, references in the singular include references in the plural and vice versa. The words "include," "including," or "includes" shall be deemed to be followed by the phrase "without limitation." The individual who signs this Agreement warrants that he has the authority to sign as, or on behalf of, Client, and to bind Client to all of the terms and conditions of this Agreement. To the extent that they are inconsistent or contradictory, the terms of the Proposal or an authorized Change Order shall supersede these Terms and Conditions.

19. Notices. Any notice, request, instruction, or other document to be given hereunder by a party hereto shall be in writing and shall be deemed to have been given: (a) when received when given in person or by a courier or a courier service; (b) on the date of transmission (or the next business day if the date of transmission is not a business day) if sent by facsimile; or (c) five business days after being deposited in the mail, certified or registered postage prepaid.

If to Client, notice shall be addressed to the individual signing this Agreement at the address, facsimile number, or e-mail address noted on the Proposal.

If to BCG, notice shall be sent to the address set forth in the proposal, with a copy sent to:

Bowman Consulting Group, Ltd.
12355 Sunrise Valley Drive, Suite 520
Reston, Virginia 20191
Attn: Robert A. Hickey
Facsimile number: (703) 481-1490
Email: rhipkey@bowmanconsulting.com

or to such other individual or address as a party hereto may designate for itself by notice given as herein provided.

Project: PSL PW Building
Date: 6/23/2021
By: Octavio 'Oats' Reis, P.E.
 Manhour Projection

Task	Scope of Services	Employee	Hours	Rate	Sub-Total
1	Public Works Programming				
		Sr. Project Manager	8	\$ 205.00	\$ 1,640.00
		Project Manager	16	\$ 170.00	\$ 2,720.00
		Engineer III	0	\$ 135.00	\$ -
		CAD Designer III		\$ 105.00	\$ -
		Admin	4	\$ 80.00	\$ 320.00
		Total Task 1			\$ 4,680.00
2	Site Review and Options				
2	Boundary and Topographic Survey				
		Sr. Project Manager	16	\$ 205.00	\$ 3,280.00
		Survey Technician III	80	\$ 121.00	\$ 9,680.00
		3 Man Survey Crew	80	\$ 180.00	\$ 14,400.00
		Admin	1	\$ 80.00	\$ 80.00
		Total Task 2			\$ 27,440.00
2	Subsurface Utility Exploration				
		Project Manager	3	\$ 170.00	\$ 510.00
		SUE Utility Coordinator	8	\$ 152.00	\$ 1,216.00
		Survey Technician III	8	\$ 121.00	\$ 968.00
		SUE Technician	32	\$ 115.00	\$ 3,680.00
		2 Man Survey Crew	24	\$ 147.00	\$ 3,528.00
		3 Man SUE Field Crew	40	\$ 173.00	\$ 6,920.00
		Admin	4	\$ 80.00	\$ 320.00
		Total Task 3			\$ 17,142.00
2	Site Planning and Conceptual Civil Plans				
		Sr. Project Manager	32	\$ 205.00	\$ 6,560.00
		Project Manager	32	\$ 170.00	\$ 5,440.00
		Engineer III	60	\$ 135.00	\$ 8,100.00
		CAD Designer III	60	\$ 105.00	\$ 6,300.00
		Admin	4	\$ 80.00	\$ 320.00
		Total Task 3			\$ 26,720.00
3	Site Plan Approval Process				
		Sr. Project Manager	12	\$ 205.00	\$ 2,460.00
		Project Manager	16	\$ 170.00	\$ 2,720.00
		Engineer III		\$ 135.00	\$ -
		CAD Designer III	16	\$ 105.00	\$ 1,680.00
		Admin	16	\$ 80.00	\$ 1,280.00
		Total Task 8			\$ 8,140.00

Task	Scope of Services	Employee	Hours	Rate	Sub-Total
4	Design-Build Criteria Package				
		Sr. Project Manager	6	\$ 205.00	\$ 1,230.00
		Project Manager	8	\$ 170.00	\$ 1,360.00
		Engineer III		\$ 135.00	\$ -
		CAD Designer III	8	\$ 105.00	\$ 840.00
		Admin	8	\$ 80.00	\$ 640.00
		Total Task 9			\$ 4,070.00
5	Selection Process				
		Sr. Project Manager	8	\$ 205.00	\$ 1,640.00
		Total Task 8			\$ 1,640.00
Total					\$ 89,832.00



June 23, 2021

Chris Zimmerman, President
CPZ Architects, Inc.
4316 West Broward Blvd
Plantation, FL 33317

chris@cpzarchitects.com

Re: Port St. Lucie Public Works Site Study

Dear Mr. Zimmerman,

WGI, Inc. (WGI) is pleased to provide this proposal to CPZ Architects, Inc. (CLIENT) for professional services on the above-referenced project. Our scope of services and corresponding fees are detailed below. In addition, it is agreed that WGI's services will be performed pursuant to WGI's "Contract Terms and Conditions," which are enclosed and incorporated into this proposal.

SCOPE OF SERVICES

LANDSCAPE ARCHITECTURE SERVICES

- | | | |
|-------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|
| I. | Task 1 – Public Works Programming
WGI will attend a site visit of the existing divisions to be housed in the new facility. | \$1,200.00 |
| II. | Task 2 – Site Review and Options
WGI will review the existing trees and prepare a detailed tree inventory based off the provided tree survey. Tree Inventory will include genus and species, height and spread, condition of trees.
WGI will summarize the potential tree impacts and provide tree mitigation requirements. | \$4,680.00 |
| III. | Task 3 – Site Plan Approval Process
WGI will prepare landscape and irrigation drawings for site plan approval. The landscape and irrigation drawings will include plans, details, elevations, and sections necessary to communicate the design intent. The following is a list of services included in this phase of the project:

<ol style="list-style-type: none">1. Provide Tree Disposition Plan indicating required disposition of existing trees within the site.2. Provide landscape design for proposed facility on the conceptual site plan. The landscape plan will depict landscape improvements by type showing palm, shade, and ornamental type as well as a draft material list; and3. Prepare Irrigation Plan which will include irrigation plan sheets, details and specifications for head locations, valves, piping, sleeving, etc. as required addressing the site-specific irrigation requirements.
WGI will attend up to (3) Online DRC meetings to review the proposed drawings.
WGI will attend up to (2) Commission meetings. | \$27,200.00 |

IV. Task 4– Design Criteria Package \$2,400.00

WGI will prepare a specifications narrative for landscape and irrigation to be included as part of the design criteria package. The narrative will include landscape mitigation requirement description, proposed landscape requirements and irrigation system specifications.

V. Task 5– Selection Process \$750.00

WGI will provide prompt responses to Requests for Information or questions from the CLIENT or potential bidders.

HOURLY BREAKDOWN WITH RATES

Estimator: Jason Mihalovits	WGI														Sub-Task Total			
	Senior Project Manager		Project Manager		Designer		Entry Level Designer		Senior Environmental Scientist		Environmental Scientist		Total					
	hours	fees	hours	fees	hours	fees	hours	fees	hours	fees	hours	fees	hours	fees				
	\$180		\$150		\$100		\$85		\$180		\$120							
TASK 1																		
Site Visit	0	\$0	8	\$1,200		\$0		\$0		\$0		\$0	8	\$1,200			\$1,200	
TASK 2 Site Review																		\$4,680
Tree Inventory	0	\$0		\$0	0	\$0	0	\$0	10	\$1,800	10	\$1,200	20	\$3,000				
Review / summarize tree impact/mitigation requirements	0	\$0		\$0	0	\$0	0	\$0	4	\$720	8	\$960	12	\$1,680				
TASK 3 Site Plan Approval																		\$27,200
Landscape Plans	24	\$4,320		\$0	40	\$4,000	60	\$5,100	0	\$0	0	\$0	124	\$13,420				
Plan rendering	4	\$720	8	\$1,200	16	\$1,600	0	\$0	0	\$0	0	\$0	28	\$3,520				
Irrigation Plans	16	\$2,880		\$0	11	\$1,100	40	\$3,400	0	\$0	0	\$0	67	\$7,380				
Council Meetings	4	\$720		\$0	0	\$0	0	\$0	0	\$0	0	\$0	4	\$720				
DRC meetings	12	\$2,160		\$0		\$0		\$0		\$0		\$0	12	\$2,160				
TASK 4																		\$2,400
Narrative		\$0	16	\$2,400		\$0		\$0		\$0		\$0	16	\$2,400				
TASK 5																		\$750
RFI / QUESTIONS		\$0	5	\$750		\$0		\$0		\$0		\$0	5	\$750				

BASIS OF THIS PROPOSAL

1. WGI shall be entitled to rely on the completeness and accuracy of all information provided by CLIENT. Information requested by WGI during the project will include, but may not be limited to, the building floor plans, plumbing, utilities, and roof drain plans; environmental assessments; geotechnical reports; and survey (with CAD file);
2. Significant site plan modifications will require an amendment to this contract. WGI will submit a separate proposal for those services;
3. Additional submittals and coordination with permitting and approval agencies not due to WGI's work will be invoiced on an hourly basis;
4. The project will be designed under one phase;
5. CLIENT will have a field supervisor to coordinate construction; and
6. Services not included: Structural, Architectural, Engineering, Title Search, Survey, and Geotechnical.



INFORMATION REQUIRED

The following additional information will be required to begin design services on this project:

1. AutoCAD and PDF files of proposed site plans/ base maps;
2. CAD files of existing boundary and tree survey of the subject property;
3. Building footprints; and
4. Irrigation Asbuilts.

Any additional optional services requested by CLIENT will be provided in accordance with WGI's hourly fee schedule in effect at the time of service, or a fixed fee to be negotiated once a scope of service is defined.

PROPOSAL ACCEPTANCE

We appreciate the opportunity to be of service to CPZ Architects, Inc. Upon acceptance of this proposal, along with the attached Contract Terms and Conditions and our current Fee Schedule, please sign and return an executed copy to this office. Please note that the Contract Terms and Conditions are an integral part of this contract, are hereby incorporated by reference, and are controlling unless both parties expressly waive them in writing prior to commencement of work. By executing this Proposal, CLIENT expressly agrees to be bound by the Contract Terms and Conditions and the enclosed Fee Schedule. Further, and whether this proposal is executed or not, the ordering of, acceptance of, or reliance on services performed by WGI constitutes acceptance of the attached Contract Terms and Conditions.

Respectfully submitted,
WGI, Inc.



Jason Mihalovits, PLA
Director of Landscape Architecture

CLIENT'S CORPORATE ATTESTATION: If signing this Proposal on behalf of a corporate entity, I hereby affirm that such entity is correctly identified above, and is legally valid, active, and duly licensed and authorized to conduct business in the State of Florida. I also affirm that I am duly authorized and have legal capacity to execute this Proposal and bind the corporate entity.

AUTHORIZATION FOR CREDIT CHECK: By signing this Proposal, I hereby authorize WGI to conduct a credit check or obtain a credit report with respect to CLIENT (as identified in this Proposal) for purposes of WGI providing services to CLIENT.

Corporate Representative:

Name (Printed)

This Proposal accepted this ____ day of _____, 2020

By _____
Name (Signature)
CPZ Architects, Inc.

Please provide the following billing information:

Name / Company Name

Billing Address

City

State

Zip

Contact Name

Email Address

Phone Number

Fax Number

Enc.: WGI, Inc. Contract Terms and Conditions, Fee Schedule

WGI, INC.
CONTRACT TERMS AND CONDITIONS
JUNE 2020

- 1. Performance:** WGI, Inc.'s ("WGI") services pursuant to this Agreement ("Services") will be performed in a manner consistent with that degree of skill and care ordinarily exercised by members of the same profession currently practicing under similar circumstances in the same geographic area. No other warranties, expressed or implied, are made with respect to WGI's performance of Services. WGI is not a guarantor of the Project for which its Services are directed, and its responsibility is limited to work performed for the Client. WGI is not responsible for acts or omissions of the Client, nor third parties not under its direct control. Client's acceptance of WGI's Services constitutes acceptance of these Terms and Conditions.
- 2. Billing/Payments:** Invoices for WGI's Services and reimbursable expenses shall be submitted on a monthly basis. Payment shall be due on the date each invoice is received and shall be deemed delinquent 30 calendar days after issuance. Delinquent invoices shall accrue interest on the balance due at a rate of 18% per annum, or the highest interest rate allowable by law. Outstanding invoices delinquent beyond 45 calendar days may at WGI's election be deemed a notice to stop performance under this contract, and WGI may in that event suspend its Services until the invoice is paid, with no liability to WGI. Client shall make payment in full at or before delivery to Client of any reports, plans, record drawing, or certifications prepared under this Agreement. All attorneys' fees, court costs and/or expenses associated with collection of past due invoices will be paid by Client, whether or not suit is filed. Client's failure to timely pay any WGI invoice within 45 calendar days of issuance shall constitute a waiver of any and all claims against WGI. Retainers shall be credited on WGI's final invoice.
- 3. Fees:** WGI's fees for its Services are set forth in WGI's Fee Schedule, which is attached as a separate exhibit to this Agreement or has otherwise been provided to Client. WGI's fees reflected in this Agreement exclude testing, permit fees, reproduction costs, and any service not reflected in this Agreement. All fees for Services are based on a one-time performance only. Additional Services and/or changes in service, whether field or office, shall be performed only after authorization by Client. Fees for changes and/or additional services are not included in this Agreement and shall be invoiced at the hourly rates quoted on WGI's then-current Fee Schedule.
- 4. Reimbursable Expenses:** Direct costs including, without limitation, prints, copies, long distance phone calls, mileage, airfare, per diem, delivery service, etc., are not included in the above fees but shall be billed as Reimbursable Expenses at the rates set forth in WGI's then-current Fee Schedule.
- 5. Cost Estimates:** Client hereby acknowledges that WGI has no control over the cost of labor or materials, contractors' methods of determining bid prices, or control over competitive bidding, market, or negotiating conditions. Thus, WGI cannot and does not warrant that estimates of probable construction or operating costs prepared or provided by WGI will not vary from actual costs incurred by Client. Client expressly agrees that WGI shall have no liability for any failure of bids or actual construction or operating costs to comply with Client's budget or WGI's cost estimates.
- 6. Storage:** Material samples not consumed in the performance of WGI's Services may be discarded 30 days after submission of the test report unless Client requests other disposition. After notification to Client, WGI may charge Client for extended storage of materials, records, or equipment.
- 7. Indemnification:** Client shall defend, indemnify, and hold harmless WGI, its employees, officers, directors, professionals, and subconsultants from and against any and all claims, damages, losses, and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the Services, except to the extent that any such claim, damage, loss, or expense is caused by the negligent act, omission, and/or strict liability of WGI.
- 8. Consequential Damages:** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither Client nor WGI, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project, WGI's Services, or this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of financing, loss of business, loss of income, loss of reputation, interest expenses, and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both Client and WGI shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this Project.

- 9. Hazardous Materials:** Unless specifically and expressly set forth in WGI's scope of services under this Agreement, and only to the extent set forth therein, WGI shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. WGI's Services expressly exclude any Services for Client involving or related in any manner to hazardous substances, and Client shall defend, indemnify, and hold harmless WGI, its employees, officers, directors, professionals, and subconsultants from and against any and all claims, damages, losses, and expenses (including reasonable attorney's fees) arising out of or in any way related to the presence, discharge, release, or escape or contaminants or hazardous substance of any kind, or environmental liability of any nature, in any manner related to WGI's Services under this Agreement.
- 10. LIMITATION OF LIABILITY:** In recognition of the relative risks and benefits of the project to both Client and WGI, the risks have been allocated such that Client agrees, to the fullest extent permitted by law, to limit the liability of WGI and its officers, directors, partners, employees, shareholders, owners, and subconsultants for any and all claims, losses, costs, and damages of any nature whatsoever whether arising from breach of contract, negligence, or other common law or statutory theory of recovery, or claims expenses from any cause or causes, including attorney's fees and costs, so that the total aggregate liability of WGI and its officers, directors, partners, employees, shareholders, owners and subconsultants shall not exceed \$50,000.00, or the total amount of the fee actually paid to WGI for its Services performed under this Agreement, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law, including but not limited to negligence, breach of contract, or any other claim whether in tort, contract or equity.

In the event Client is unwilling or unable to limit liability in accordance with the provisions set forth in this section, Client may, upon written request of Client and received by WGI within five days of Client's acceptance hereof, increase the limit of liability to a maximum of \$1,000,000.00 by agreeing to pay WGI a sum equivalent to an additional amount of 10% of the total fee, or \$10,000.00, whichever is greater, to be charged for WGI's Services. In the event professional fees increase during the Project, Client agrees to pay an additional 10% of said increase for the aforementioned higher limits on liability. This charge is not to be construed as being a charge for insurance of any type, but is increased consideration for the greater liability involved. In any event, attorney's fees and costs expended by WGI in connection with any claim shall reduce the amount available, and only one such amount will apply to any Project.

If any of the above provisions of this section is/are deemed invalid or unenforceable for any reason, the limit of liability shall not exceed the available policy limits of any insurance policy providing coverage for WGI's Services on the Project. The provisions of this section shall inure to the benefit of WGI's officers, directors, partners, employees, shareholders, owners, and subconsultants, which shall be considered third-party beneficiaries for the purposes of this section. The provisions of this section shall survive the termination of this Agreement.

- 11. Termination of Services:** Except in situations involving default for non-payment by Client to WGI, in the event of any default arising under this Agreement, the defaulting party shall be entitled to receive written notice specifying the default and the actions to be taken to cure the default. The party receiving the notice of default shall have 7 business days from the date of receipt of the notice to cure the specified default. In the event that the party fails to cure the specified default, the adverse party may declare a breach of this Agreement and terminate this Agreement upon serving a written notice of termination. In the event of such termination, Client shall pay WGI in full for all Services rendered up to the time of termination.
- 12. Events of Default:** Client shall be in default under this Agreement if it (i) fails to pay in full any invoice from WGI on the due date or fails to make any other payment due to WGI under this Agreement, (ii) fails to observe or perform any other term, condition or covenant under this Agreement, (iii) breaches any warranty or representation made under this Agreement, (iv) dissolves, terminates or liquidates its business, or its business fails or its legal existence is terminated or suspected, (v) commences any voluntary or involuntary bankruptcy, reorganization, insolvency receivership, or other similar proceeding is commenced by or against Client, (vi) fails to work with WGI in good faith and fair dealing under this Agreement, or (vii) becomes insolvent, makes an assignment for the benefit of creditors, or conveys substantially all of its assets.
- 13. Suspension of Services:** If the Project is suspended for more than thirty (30) calendar days in the aggregate, WGI shall be compensated for Services performed and charges incurred prior to such suspension and, upon resumption of services, WGI shall be entitled to an equitable adjustment in fees to accommodate the resulting demobilization and re-mobilization costs. In addition, WGI shall be entitled to an equitable adjustment in the Project schedule based on the delay caused by the suspension. If the Project is suspended for more than ninety (90) calendar days in the aggregate, WGI may, at its option, terminate this Agreement upon giving notice in writing to Client.
- 14. Ownership of Instruments of Service:** All plans, data, reports, drawings, specifications, maps, surveys, ideas, scripts, sketches, designs, CAD files, field data, notes, Digital Data files, and other documents and instruments prepared by WGI or its subconsultants, whether such work product is tangible or intangible ("Instruments of Service") shall remain the sole and exclusive property of WGI until

such time as Client makes full and final payment to WGI pursuant to the terms set forth in this Agreement, and until such time, Client shall not use, deliver, solicit, transmit, or otherwise employ the Instruments of Service, whether directly or indirectly, by any means or manner. Client understands that changes or modifications to the documents made by anyone other than WGI may result in adverse consequences which WGI can neither predict nor control. Therefore, Client agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless WGI from and against all claims, liabilities, losses, damages, and costs (including reasonable attorney's fees) arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by Client or others of the documents provided by WGI under this Agreement.

If documents are provided to Client, Client's contractor, or Client's other consultants by WGI in electronic media, such as CAD files or other native format, Client agrees that this is solely as a convenience, and may not be relied on in the same manner as the signed, sealed documents; nor are such electronic files represented to be accurate and faithful representations of the signed, sealed documents. WGI makes no representations or warranties regarding the accuracy, completeness, or readability of information contained in electronic media files.

15. **Digital Data Files:** It is expressly understood that CADD and BIM files, and other electronic files ("Digital Data files") are issued only as supplemental information for convenience to the Client, contractor or other authorized user. Digital Data files, like any electronic data, transferred in any manner or translated from the system and format used by WGI to another system or format are subject to errors and modifications that may affect the accuracy and reliability of the data, and, in addition, such electronic data may be altered or corrupted, whether inadvertently or otherwise. As a result, WGI makes no representations or warranties, whether expressed or implied, as to the accuracy of any Digital Data files. The accuracy of Digital Data files cannot be warranted or guaranteed, and any such files provided by WGI to Client or any other party will be issued solely as a convenience and courtesy. Digital Data files are not contract documents, and shall not be relied upon, or used for construction or staking. Any use of the information obtained or derived from Digital Data files will be at Client's, or other receiving party's or user's sole risk, and Client hereby waives and releases any and all claims against WGI arising from or relating to the use of or reliance upon Digital Data files. To the extent any differences, discrepancies, or conflicts exist between the Digital Data files and the contract documents, the contract documents shall control.
16. **Successors and Assigns:** Client shall not assign, sublet, or transfer any rights under or interest in this Agreement without the prior written consent of WGI. Except where specifically stated otherwise in this Agreement, nothing herein shall be construed to give any rights or benefits hereunder to anyone other than Client or WGI.
17. **Third Parties:** Except as expressly provided herein, nothing in this Agreement shall confer any right, remedy or claim upon any person or entity not a signatory to this Agreement.
18. **Corporate Protection:** WGI's performance of Services under this Agreement shall not subject WGI's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, Client agrees that as Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against WGI, and not against any of WGI's employees, shareholders, officers, or directors.
19. **Severability and Survival:** If any term of this Agreement is to any extent held to be invalid or unenforceable, then such term shall be excluded to the extent of such invalidity or unenforceability, and all other terms hereof shall remain in full force and effect. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between Client and WGI shall survive the completion of WGI's Services hereunder and the termination of this Agreement.
20. **Merger and Amendment:** This Agreement constitutes the entire agreement between WGI and Client, and all negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both WGI and Client.
21. **Applicable Law and Venue:** Unless otherwise specified, this Agreement shall be governed by the laws of the State of Florida. Venue for all disputes between the Parties arising from or relating to this Agreement shall lie exclusively in a court of competent jurisdiction in Palm Beach County, Florida.
22. **Mediation:** All disputes between the Parties arising out of or relating to this Agreement, with the exception of WGI seeking payment from Client for services rendered, shall be submitted to non-binding mediation as a condition precedent to litigation, unless the Parties mutually agree otherwise in writing.
23. **Statute of Limitations and Repose:** Any applicable statute of limitations or repose shall commence to run and any cause of action shall be deemed to have accrued on the date WGI's drawings are sealed, but in any event not later than the date of substantial completion of the project for which WGI's services are provided.

24. Force Majeure: WGI shall not be liable for any damages or delays in rendering its Services arising from acts of God, epidemics, pandemics, quarantine restrictions, strikes, labor disputes, civil unrest or disturbances, acts of terrorism or war, abnormal weather conditions, or any other cause beyond WGI's reasonable control.

25. PURSUANT TO FLORIDA STATUTES § 558.0035 (2013) AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE.

***THE FOLLOWING TERMS AND CONDITIONS SHALL ALSO APPLY
FOR ALL PROJECTS INVOLVING CONSTRUCTION-RELATED SERVICES***

26. Construction Administration: WGI's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the initial Contract for Construction and terminates at the earlier of the issuance to the Client of the final Certificate for Payment or 60 days after the date of Substantial Completion of the Work. WGI will provide administration of the Contract for Construction as set forth below and in the General Conditions of the Contract for Construction.

27. Construction Observation: WGI, as a representative of the Client, will visit the site at intervals appropriate to the stage of the Contractor's operations, (1) to become generally familiar with and to keep the Client informed about the progress and quality of the portion of the work relating to WGI's scope, (2) to endeavor to advise Client of defects and deficiencies in such work, and (3) to determine in general if the work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, WGI shall not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the work. WGI shall not be responsible for inspecting the Contractor's work, does not have the right to stop Contractor's work, and shall not be liable for construction defects or deficiencies. WGI's construction observation services shall not relieve Contractor of its responsibility to comply with the contract documents.

28. General Contractor's Responsibilities for Construction and Jobsite Safety: Neither the professional activities of WGI, nor the presence of WGI or its employees and subconsultants at a construction/Project site, shall impose any duty on WGI, nor relieve the Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, supervising, and coordinating the Work in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. WGI and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. Client agrees that the Contractor shall remain solely and exclusively responsible for jobsite and worker safety and agrees that this intent shall be carried out in the Client's contract with the Contractor. Client also agrees that the Contractor shall defend and indemnify the Client, WGI and WGI's subconsultants from and against any and all claims, damages, losses, and expenses (including reasonable attorney's fees) arising out of or relating to construction and jobsite safety. Client also agrees that Client, WGI and WGI's subconsultants shall be made additional insureds under the Contractor's policies of general liability insurance.

29. Property Insurance: Client agrees to procure, or cause to be procured, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the construction costs, comprising total value for the entire project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained until final completion of the project, or until no person or entity other than Client has an insurable interest in the project, whichever is later. This policy shall name WGI as an additional insured. Client further agrees to waive all rights against WGI for damages that are, or could have been, covered by property insurance and such waiver of subrogation shall be effective notwithstanding any duty of indemnity, contractual or otherwise.

30. Deviations from Contract Documents: WGI will report to the Client known and observable deviations from the Contract Documents by the Contractor. However, WGI shall not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. WGI shall not have control over or charge of and shall not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

- 31. Certificates for Payment:** WGI will review and certify the amounts due to Contractor and will issue certificates for such amounts. Such certification for payment will constitute a statement to the Client, based on WGI's evaluation of the Work and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of WGI's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing are subject (1) to an evaluation of the Work for conformance with the Contract documents upon Substantial Completion, (2) to results of subsequent tests and observations, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by WGI. The issuance of a Certificate of Payment shall not be a representation that WGI has (1) made exhaustive or continuous on-site observations to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Client to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.
- 32. Rejection of Work:** WGI shall have authority to recommend to Client that it reject Work that does not conform to the Contract Documents. Whenever WGI considers it necessary or advisable, WGI shall have authority to recommend to Client that it require observation or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of WGI nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to any duty or responsibility of WGI to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.
- 33. Submittals:** WGI will review and approve or take other appropriate action upon the Contractor's submittals such as shop drawings, product data and samples, but only for the limited purpose of checking for general conformance with the design concept of the project and information provided in the Contract Documents. Contractor is responsible for full compliance with the plans, specifications, and contract documents, dimensions, quantities, and performance requirements to be confirmed and correlated at the jobsite, the furnishing of all items whether or not shown on the submittal, means, methods, and sequence of construction, quantities, coordination of the work of all trades, and related jobsite safety precautions or programs. WGI's action will be taken with such reasonable promptness as to cause no unreasonable delay in the Work or in the activities of the Client, Contractor or separate contractors, while allowing sufficient time in WGI's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the sole responsibility of the Contractor as required by the Contract Documents. WGI's review shall not constitute approval of safety precautions or, unless otherwise specifically stated in writing by WGI, of any construction means, methods, techniques, sequences or procedures. WGI's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- 34. Contractor's Design Professionals:** If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, WGI will specify appropriate performance and design criteria that such services must satisfy. Shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor shall bear such professional's written approval when submitted to WGI. WGI shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.
- 35. Change Orders:** WGI will prepare Change Orders and Construction Change Directives, with supporting documentation and data if deemed necessary by WGI for the Client's approval and execution in accordance with the Contract Documents, and may authorize minor changes in the Work not involving an adjustment in the Contract sum or an extension of the Contract Time which are consistent with the intent of the Contract Documents.
- 36. Submittals and Final Completion:** WGI will conduct observations to determine the date or dates of Substantial Completion and the date of final completion, will receive from the Contractor and forward to the Client, for the Client's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor, and will issue a final Certificate for Payment based upon a final observation indicating that the Work generally complies with the requirements of the Contract Documents.
- 37. Interpretations and Decisions:** Interpretations and decisions of WGI will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and initial decisions, WGI will endeavor to secure faithful performance by both Client and Contractor, will not show partiality to either, and shall not be liable for results of interpretations or decisions so rendered in good faith.

WGI, INC.
FEE SCHEDULE
EFFECTIVE DATE – JUNE 27, 2020

Hourly Rate	
ENGINEERING SERVICES	
Executive Engineer	\$275.00
Chief Engineer	\$250.00
Senior Project Manager	\$210.00
Principal Engineer	\$230.00
Project Manager	\$185.00
Senior Engineer	\$170.00
Senior Project Engineer	\$160.00
Project Engineer	\$150.00
Senior Designer	\$145.00
Engineer	\$140.00
Senior Engineer Intern	\$130.00
Engineer Intern	\$100.00
Chief Designer	\$165.00
Designer	\$110.00
Field Engineer	\$165.00
Field Inspector	\$110.00
SURVEYING SERVICES	
Principal Surveyor	\$250.00
Senior Project Manager	\$200.00
Project Manager	\$185.00
Senior Professional Surveyor	\$170.00
Photogrammetrist	\$150.00
Professional Surveyor	\$140.00
Survey Intern	\$100.00
Senior Survey Technician	\$140.00
Survey Technician	\$100.00
SUE Technician	\$100.00
2 Person Field Survey Crew	\$140.00
3 Person Field Survey Crew	\$180.00
4 Person Field Survey Crew	\$210.00
5 Person Field Survey Crew	\$265.00
2 Person SUE Crew	\$150.00
3 Person SUE Crew	\$200.00
4 Person SUE Crew	\$250.00
5 Person SUE Crew	\$300.00
Chief Utility Coordinator	\$210.00
Senior Utility Coordinator	\$150.00
Utility Coordinator	\$130.00
Laser Scan Crew	\$250.00
Hydrographic/Bathymetric Crew	\$325.00

Hourly Rate	
PLANNING SERVICES	
Executive Planner	\$275.00
Principal Planner	\$225.00
Senior Project Manager	\$180.00
Project Manager	\$150.00
Senior Planner	\$130.00
Planner	\$100.00
Entry Level Planner	\$85.00
LANDSCAPE ARCHITECTURE SERVICES	
Principal Landscape Architect	\$200.00
Senior Project Manager	\$180.00
Project Manager	\$150.00
Senior Designer	\$130.00
Designer	\$100.00
Entry Level Designer	\$85.00
ENVIRONMENTAL SERVICES	
Executive Environmental Scientist	\$225.00
Principal Environmental Scientist	\$200.00
Senior Environmental Scientist	\$180.00
Project Manager	\$135.00
Environmental Scientist	\$120.00
Environmental Technician	\$90.00
ARCHITECTURAL SERVICES	
Project Manager	\$185.00
Senior Architect	\$260.00
Project Architect	\$160.00
Architect	\$145.00
Architect Intern	\$100.00
OTHER PROFESSIONAL SERVICES	
Expert Witness	\$350.00
GIS Technician	\$150.00
Administrative Assistant	\$75.00
REIMBURSABLE EXPENSES	
Copies, Black & White (each)	\$ 0.30
Copies, Color (each)	\$ 1.00
Plots, Black & White (each)	\$ 2.00
Plots, Color (each)	\$15.00
Mylars (each)	\$70.00
Foam Core Presentation Boards (each)	\$ 7.50
All Third Party Expenses	Cost Plus 15%

Expenses: In addition to labor, WGI, INC. bills for the following project related costs at a contractually agreed markup: printing; conference calling charges; document review, permit or recording fees paid on behalf of CLIENT; shipping; bid advertisement; specialty materials, software or equipment rental, sub-consultant fees, costs of project related employee travel including meals, lodging, airfare and miscellaneous travel costs such as tolls, parking, etc; mileage for all company-owned vehicles (trucks) will be charged at \$0.85/mile; employee owned vehicles used for transportation related to the Project will be charged at the prevailing federal mileage rate allowed by the IRS at the time the travel occurs. WGI also bills for the cost of internal reproduction and the use of specialized equipment related to subsurface utility vacuum excavation, mobile scanning (LIDAR), and hydrographic surveying.



Estimator: Jason Mihalovits

	WGI														Sub-Task Total
	Senior Project Manager		Project Manager		Designer		Entry Level Designer		Senior Environmental Scientist		Environmental Scientist		Total		
	hours	fees	hours	fees	hours	fees	hours	fees	hours	fees	hours	fees	hours	fees	
TASK 1															\$1,200
Site Visit	0	\$0	8	\$1,200		\$0		\$0		\$0		\$0	8	\$1,200	
TASK 2 Site Review															\$4,680
Tree inventory	0	\$0		\$0	0	\$0	0	\$0	10	\$1,800	10	\$1,200	20	\$3,000	
Review / summarize tree impact/mitigation requirements	0	\$0		\$0	0	\$0	0	\$0	4	\$720	8	\$960	12	\$1,680	
TASK 3 Site Plan Approval															\$27,200
Landscape Plans	24	\$4,320		\$0	40	\$4,000	60	\$5,100	0	\$0	0	\$0	124	\$13,420	
Plan rendering	4	\$720	8	\$1,200	16	\$1,600	0	\$0	0	\$0	0	\$0	28	\$3,520	
Irrigation Plans	16	\$2,880		\$0	11	\$1,100	40	\$3,400	0	\$0	0	\$0	67	\$7,380	
Council Meetings	4	\$720		\$0	0	\$0	0	\$0	0	\$0	0	\$0	4	\$720	
DRC meetings	12	\$2,160		\$0		\$0		\$0		\$0		\$0	12	\$2,160	
TASK 4															\$2,400
Narrative		\$0	16	\$2,400		\$0		\$0		\$0		\$0	16	\$2,400	
TASK 5															\$750
RFI / QUESTIONS		\$0	5	\$750		\$0		\$0		\$0		\$0	5	\$750	

NOTES

M L Engineering Inc.

2030 37th Avenue
Vero Beach, Florida 32960
Phone: (772) 569-1257
Fax: (772) 569-4041

June 18, 2021

Mr. Chris Zimmerman, AIA
CPZ Architects, Inc.
4316 West Broward Blvd. Suite 201
Plantation, FL 33317

Re: Port St. Lucie Public Works – Site Plan Study
St. Lucie, FL
Engineer's Proposal – Project No. 21-151

Dear Chris:

We are pleased to present the following proposal for structural consulting services for the above referenced project. Our scope of work will be to provide structural consulting and analysis for site plan studies for the proposed PSL public works facility.

Scope of Work: *(See attachment A for an hourly breakdown of each task)*

		<u>OPTION 1</u>	<u>OPTION 2</u>
Task 1	Public Works Programming	\$ 3,360.00	\$ 3,360.00
Task 2	Site Review Options		
	Option 1 New Admin Bldg , Exist Bldgs. to Remain	\$ 17,820.00	-
	Option 2 All new buildings	-	\$ 13,320.00
Task 3	Site Plan Approval	\$ 1,560.00	\$ 1,560.00
Task 4	Design Criteria Package	\$ 13,920.00	\$ 13,920.00
Task 5	Selection Process	\$ 2,340.00	\$ 2,340.00
		TOTAL: \$ 39,000.00	\$ 34,500.00

Our fees are based on our standard hourly rates below:

Administration	\$ 45.00
ACAD Drafting	\$ 75.00
Engineer Inspector	\$ 80.00
Engineer	\$ 100.00
Principal Structural Engineer	\$ 150.00

If at any time during the evaluation and design of the herein-stated project there are substantial revisions that may affect our proposal, we will notify you prior to making such changes.

Should you require further information or clarification, please contact our office.

Respectfully,



Michael A. Lue, P.E.
Consulting Engineer

Accepted this _____ day of _____, 2021

Signature

Encl: Attachment A – Hourly Breakdown Spreadsheet

Attachment "A"
M L Engineering, Inc. - Hourly Fee Breakdown
PSL Public Works Building Study

Task No.		Rate \$150.00		Rate \$100.00		Rate \$80.00		Rate \$75.00		Rate \$45.00		Rate \$0.55		Total by Activity		Expenses	Total Fees	
		Principal		Engineer		Inspector		CADD Technician		Administrative Assistant		Mileage		Staff Hours	Salary Cost			
		Staff Hours	Cost	Staff Hours	Cost	Staff Hours	Cost	Staff Hours	Cost	Staff Hours	Cost	Staff Hours	Cost					
1	Public Works Programming	16.00	\$ 2,400.00	0.00	\$ -	0.00	\$ -	8.00	\$ 600.00	8.00	\$ 360.00	0.00	\$ -	32.00	\$ 3,360.00	\$ -	\$ 3,360.00	9%
	Consultation with CPZ	8.00	\$ 1,200.00		\$ -		\$ -		\$ -	4.00	\$ 180.00		\$ -	12.00	\$ 1,380.00	\$ -	\$ 1,380.00	
	Site Visits - Thornhill Facility	8.00	\$ 1,200.00		\$ -		\$ -	8.00	\$ 600.00	4.00	\$ 180.00		\$ -	20.00	\$ 1,980.00	\$ -	\$ 1,980.00	
			\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	\$ -	\$ -	
2a	Site Review and Option 1	94.00	\$ 14,100.00	0.00	\$ -	0.00	\$ -	40.00	\$ 3,000.00	16.00	\$ 720.00	0.00	\$ -	150.00	\$ 17,820.00	\$ -	\$ 17,820.00	46%
	Consultation with Architect	4.00	\$ 600.00		\$ -		\$ -		\$ -	8.00	\$ 360.00		\$ -	12.00	\$ 960.00	\$ -	\$ 960.00	
	Schematic design of new building	30.00	\$ 4,500.00		\$ -		\$ -	40.00	\$ 3,000.00	8.00	\$ 360.00		\$ -	78.00	\$ 7,860.00	\$ -	\$ 7,860.00	
	Review and analysis of exist bldg	30.00	\$ 4,500.00		\$ -		\$ -		\$ -		\$ -		\$ -	30.00	\$ 4,500.00	\$ -	\$ 4,500.00	
	Analysis to harden exist bldgs	30.00	\$ 4,500.00		\$ -		\$ -		\$ -		\$ -		\$ -	30.00	\$ 4,500.00	\$ -	\$ 4,500.00	
			\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	\$ -	\$ -	
			\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	\$ -	\$ -	
2b	Site Review and Option 2	64.00	\$ 9,600.00	0.00	\$ -	0.00	\$ -	40.00	\$ 3,000.00	16.00	\$ 720.00	0.00	\$ -	120.00	\$ 13,320.00	\$ -	\$ 13,320.00	34%
	Consultation with CPZ	4.00	\$ 600.00		\$ -		\$ -		\$ -	8.00	\$ 360.00		\$ -	12.00	\$ 960.00	\$ -	\$ 960.00	
	Schematic design of all new bldg	60.00	\$ 9,000.00		\$ -		\$ -	40.00	\$ 3,000.00	8.00	\$ 360.00		\$ -	108.00	\$ 12,360.00	\$ -	\$ 12,360.00	
			\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	0.00	\$ -	\$ -	\$ -	
			\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	0.00	\$ -	\$ -	\$ -	
3	Site Plan approval process	8.00	\$ 1,200.00	0.00	\$ -	0.00	\$ -	8.00	\$ 600.00	8.00	\$ 360.00	0.00	\$ -	16.00	\$ 1,560.00	\$ -	\$ 1,560.00	4%
	Consultation with CPZ	8.00	\$ 1,200.00		\$ -		\$ -		\$ -	8.00	\$ 360.00		\$ -	16.00	\$ 1,560.00	\$ -	\$ 1,560.00	
			\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	0.00	\$ -	\$ -	\$ -	
			\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	0.00	\$ -	\$ -	\$ -	
			\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	0.00	\$ -	\$ -	\$ -	
			\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	0.00	\$ -	\$ -	\$ -	
			\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	0.00	\$ -	\$ -	\$ -	
4	Design criteria package	68.00	\$ 10,200.00	0.00	\$ -	0.00	\$ -	40.00	\$ 3,000.00	16.00	\$ 720.00	0.00	\$ -	124.00	\$ 13,920.00	\$ -	\$ 13,920.00	36%
	Consultation with CPZ	8.00	\$ 1,200.00		\$ -		\$ -		\$ -	8.00	\$ 360.00		\$ -	16.00	\$ 1,560.00	\$ -	\$ 1,560.00	
	Structural narratives	20.00	\$ 3,000.00		\$ -		\$ -		\$ -	4.00	\$ 180.00		\$ -	24.00	\$ 3,180.00	\$ -	\$ 3,180.00	
	Schematic plans	40.00	\$ 6,000.00		\$ -		\$ -	40.00	\$ 3,000.00	4.00	\$ 180.00		\$ -	84.00	\$ 9,180.00	\$ -	\$ 9,180.00	
			\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	0.00	\$ -	\$ -	\$ -	
5	Selection process	12.00	\$ 1,800.00	0.00	\$ 0.00	0.00	\$ 0.00	0.00	\$ 0.00	12.00	\$ 540.00	0.00	\$ -	24.00	\$ 2,340.00	\$ -	\$ 2,340.00	6%
	Pre-proposal meeting	4.00	\$ 600.00		\$ -		\$ -		\$ -	4.00	\$ 180.00		\$ -	8.00	\$ 780.00	\$ -	\$ 780.00	
	Response to questions	4.00	\$ 600.00		\$ -		\$ -		\$ -	4.00	\$ 180.00		\$ -	8.00	\$ 780.00	\$ -	\$ 780.00	
	Review submittals	4.00	\$ 600.00		\$ -		\$ -		\$ -	4.00	\$ 180.00		\$ -	8.00	\$ 780.00	\$ -	\$ 780.00	
			\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	0.00	\$ -	\$ -	\$ -	
Option 1		198.00	\$ 29,700.00		\$ -		\$ -	88.00	\$ 6,600.00	60.00	\$ 2,700.00	\$ -	\$ -	346.00	\$ 39,000.00	\$ -	\$ 39,000.00	134%
Option 2		168.00	\$ 25,200.00		\$ -		\$ -	88.00	\$ 6,600.00	60.00	\$ 2,700.00	\$ -	\$ -	450.00	\$ 34,500.00	\$ -	\$ 34,500.00	260%



Consulting

*Art Kamm, PE, CxA, LEED AP
Bradly Brown, PE, LEED AP
Rick Gonzalez, LEED AP
Gordon Scott*

Reply to: Fort Pierce

June 23, 2021

Chris Zimmerman
CPZ Architects, Inc.
4310 West Broward Boulevard
Plantation, FL 33317

RE: Port St Lucie Future Public Works Building Study
Port St. Lucie, FL

Dear Chris:

We are pleased to provide the following proposal for: **design build site evaluation review and reports of findings for new Public Works Site Study.**

Kamm Consulting shall perform its work in character, sequence and timing so that it will be coordinated with that of the Client and in accordance with mutually agreed schedules provided by the Client. Work shall be performed with the standard of care, skill, and diligence normally provided by a Professional Engineer.

The services provided by Kamm Consulting shall include the following:

Tasks per CPZ Architects Public Works project scope document issued 2021-06-10

Providing the services set forth above, the Client shall pay Kamm Consulting, Inc. **fees in the amount of:**

Task 1: Public works programming	\$3,300.00
Task 2: Site Review and Options	\$6,280.00
Task 3: Site Plan Approval Process	\$7,700.00
Task 4: Design Criteria Package	\$15,280.00
Task 5: Selection Process	<u>\$3,840.00</u>
Total	<u>\$36,400.00</u>

OFFICES

Deerfield Beach:

1407 W Newport Center Drive
Deerfield Beach, FL 33441
954-949-2200
954-949-2201 FAX

Fort Pierce:

1408 Orange Avenue
Fort Pierce, Florida 34950
772.595.1744
772.595.1745 FAX

Chris Zimmerman- CPZ Architects

- **Grease/sand/oil interceptor design by civil engineer**
- **Signed and sealed construction documents are not included.**
- **Fire alarm and fire sprinkler design not included.**
- **Cost estimates not included**
- **Demolition plans, contractor as-builts, low voltage design not included.**
- **Alternate / 'optional' designs not included, design criteria package is for 1 single design only.**
- **Signed and sealed permit or design documents are not included**
- **Bid documents are not included**

Additional services, if requested, will be billed at rates listed below:

\$75.00 / Hr. - Clerical
\$85.00 / Hr. - CADD
\$95.00 / Hr. - Designer
\$110.00 / Hr. – Engineering / Field Technician
\$125.00 / Hr. – Project Manager
\$225.00 / Hr. – Principals

Please allow **4-6 Weeks (excluding weekends and holidays)** for construction documents after proper design criteria has been established and CADD files have been received.

Reimbursables to include:

Mailing expenses, printing charges for additional prints & additional site visits requested by Client / Owner.

If you have any questions or need additional information, please let me know.

Sincerely,
KAMM CONSULTING, INC.



John Mayr, LEED AP, BD+C
Project Manager

**** NO WORK SHALL BEGIN WITHOUT
CUSTOMER WRITTEN AUTHORIZATION ****

TERMS: This agreement may be terminated at any time either by Kamm Consulting or by your Firm upon seven (7) days written notice at which time the compensation for services rendered shall be made in relation to the work then completed.

Payment shall be made in full, net 30 days. The Design Professional shall be entitled to collect from the client attorney's fees, court costs and expenses associated with collection of fees.

INTEREST: If payment is not received by the Consultant within thirty (30) calendar days of the due date, invoices shall bear interest at one-and-one-half (1.5) percent (or the maximum rate allowable by law, whichever is less) of the PAST DUE amount per month, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

A copy of the Firm's General Liability and Errors and Omissions Insurance shall be forwarded to you upon acceptance of this proposal.

This proposal is void within 30-days if not accepted at the option of Kamm Consulting, Inc.

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Consultant, their respective officers, directors, partners, employees, contractors or sub-consultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement.

To the maximum extent permitted by law, the Client agrees to limit the Consultant's liability for the Client's damages to the sum of \$100,000.00 or the Consultant's fee, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

Owner acknowledges that we are not biologists, toxicologists or the like, and cannot assure that the project will be mold free. Owner recognizes that meteorological conditions of Florida are conducive to mold formation within, on and beneath building material employed in construction, regardless of HVAC design, and herein releases Engineer, its employees, professionals, officers, and sub-consultants for any claims relating to existing mold (in the case of a renovation), and future proliferation of mold (for new construction), excepting only those damages, liabilities or costs attributable to the negligence or willful misconduct of the Consultant. Owner accepts all risks associated with mold formation and we strongly advise Owner to employ a qualified professional to review work product anticipated herein for susceptibility of mold formation.

- Kamm CAD standards and layering system shall apply, unless informed of and negotiated otherwise in advance.
- Any background changes after 60% Construction Docs have been issued will incur additional fees.
- Wind load calculations are not part of our scope of work.
- M-E-P work ends 5' from the building footprint.

PROJECT BILLING ADDRESS: _____

Contact Phone #: _____

Accepted by: _____
(Officer of Corporation)

Print: _____ Title: _____

Date: _____

June 25, 2021



CPZ Architects, Inc.
4316 West Broward Boulevard
Plantation, FL 33317

Attn: Mr. Chris Zimmerman, AIA
P: (954) 792-8528
E: chris@cpzarchitects.com

Re: Proposal for Geotechnical Engineering Services
New Public Works Building
450 SW Thornhill Boulevard
Port St Lucie, FL
Terracon Proposal No. PHB215009

Dear Mr. Zimmerman:

We appreciate the opportunity to submit this proposal to CPZ Architects, Inc. (CPZ) to provide Geotechnical Engineering services for the above referenced project. The following are exhibits to the attached Agreement for Services.

Exhibit A	Project Understanding
Exhibit B	Scope of Services
Exhibit C	Compensation and Project Schedule
Exhibit D	Site Location

Our base fee to perform the Scope of Services described in this proposal is \$ 7,155. Private utility locate services can be provided for an additional fee of \$ 1,200. See Exhibit C for more details of our fees and consideration of additional services.

Your authorization for Terracon to proceed in accordance with this proposal can be issued by signing the attached Agreement of Service between CPZ and Terracon.

Sincerely,
Terracon Consultants, Inc.

A blue ink signature of Rutu Nulkar on a light blue rectangular background.

Rutu Nulkar, P.E.
Senior Engineer

A blue ink signature of Douglas Dunkelberger on a light blue rectangular background.

Douglas Dunkelberger, P.E.
Principal



EXHIBIT A - PROJECT UNDERSTANDING

Our Scope of Services is based on our understanding of the project as described by CPZ and the expected subsurface conditions as described below. We have not visited the project site to confirm the information provided. Aspects of the project, undefined or assumed, are **highlighted as shown below**. We request the design team verify all information prior to our initiation of field exploration activities.

Site Location and Anticipated Conditions

Item	Description
Parcel Information	It is proposed to develop plans for a new public works building. It is anticipated that the project will be advertised as design build. The proposed development will be at the Thornhill Facility Site - 450 SW Thornhill Boulevard
Existing Improvements	Thornhill Facility Site - Existing Public Works Building and associated parking area
Current Ground Cover	Building and asphalt parking
Existing Topography (from Google Earth)	The site is fairly level
Site Access	We expect the site, and all exploration locations, are accessible with truck-mounted drilling equipment.

Planned Construction

Item	Description
Information Provided	The project information was provided to us via email and conference calls
Project Description	As presently planned, the project consists of construction of a two to three story public works building with a building with a footprint of 10,000 square foot per floor.

EXHIBIT B - SCOPE OF SERVICES

Our proposed Scope of Services consists of field exploration, laboratory testing, and engineering/project delivery. These services are described in the following sections.

Field Exploration

We propose to perform the geotechnical

Number of Borings/cores	Planned Boring Depth (feet) ¹	Planned Location
4	30	Proposed Public Works Building
2	10	Exfiltration Tests ²

1. Below ground surface.

2. Field Permeability test per SFWMD "Usual Open Hole" methodology

Boring Layout and Elevations: We will use handheld GPS equipment to locate borings with an estimated horizontal accuracy of +/-20 feet. Field measurements from existing site features may be utilized.

Subsurface Exploration Procedures: We will advance soil borings with a truck-mounted drill rig using rotary drilling. Continuous samples will be obtained to the termination depths of the borings. Soil sampling is typically performed using split-barrel sampling procedures. The split-barrel samplers are driven in accordance with the standard penetration test (SPT). The samples will be placed in appropriate containers, taken to our soil laboratory for testing, and classified by a Geotechnical Engineer. In addition, we will observe and record groundwater levels during drilling and sampling.

Our exploration team will prepare field boring logs as part of standard drilling operations including sampling depths, penetration distances, and other relevant sampling information. Field logs include visual classifications of materials encountered during drilling, and our interpretation of subsurface conditions between samples. Final boring logs, prepared from field logs, represent the Geotechnical Engineer's interpretation, and include modifications based on observations and laboratory tests.

Exfiltration Tests: Two (2) exfiltration tests will be performed in general accordance with South Florida Water Management District (SFWMD) Usual Open-Hole Test Method to a depth of 10 feet below existing grade.

Property Disturbance: We will backfill borings with soil cuttings. Pavements will be patched with cold-mix asphalt and/or ready mixed concrete, as appropriate. Our services do not include repair of the site beyond backfilling our boreholes, and cold patching existing pavements. Excess soil

cuttings will be dispersed in the general vicinity of the borehole. Because backfill material often settles below the surface after a period, we recommend boreholes to be periodically checked and backfilled, if necessary. We can provide this service, or grout the boreholes for additional fees, at your request.

Safety

Terracon is not aware of environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our Scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate. Our Scope of Services does not include environmental site assessment services, but identification of unusual or unnatural materials encountered while drilling will be noted on our logs and discussed in our report.

Exploration efforts require borings (and possibly excavations) into the subsurface, therefore Terracon will comply with local regulations to request a utility location service through Sunshine One Call. We will consult with the owner/client regarding potential utilities, or other unmarked underground hazards. Based upon the results of this consultation, we will consider the need for alternative subsurface exploration methods, as the safety of our field crew is a priority.

Private utilities should be marked by the owner/client prior to commencement of field exploration. Terracon will not be responsible for damage to private utilities not disclosed to us. If the owner/client is unable to accurately locate private utilities, Terracon can assist the owner/client by coordinating or subcontracting with a private utility locating services. A fee associated with the utility locate services is presented as an additional service. The detection of underground utilities is dependent upon the composition and construction of the utility line; some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private utility locate service would not relieve the owner of their responsibilities in identifying private underground utilities.

Site Access: Terracon must be granted access to the site by the property owner. By acceptance of this proposal, without information to the contrary, we consider this as authorization to access the property for conducting field exploration in accordance with the Scope of Services.

Laboratory Testing

The project engineer will review field data and assign laboratory tests to understand the engineering properties of various soil and rock strata. Exact types and number of tests cannot be defined until completion of field work. The anticipated laboratory testing may include the following:

- Water content
- Grain size analysis
- Organic content
- Atterberg Limits

Our laboratory testing program often includes examination of soil samples by an engineer. Based on the material's texture and plasticity, we will describe and classify soil samples in accordance with the Unified Soil Classification System (USCS).

Boring log rock classification is determined using the Description of Rock Properties.

Engineering and Project Delivery

Results of our field and laboratory programs will be evaluated by a professional engineer. The engineer will develop a geotechnical site characterization, perform the engineering calculations necessary to evaluate foundation alternatives, and develop appropriate geotechnical engineering design criteria for earth-related phases of the project.

Your project will be delivered using our **GeoReport®** system. Upon initiation, we provide you and your design team the necessary link and password to access the website (if not previously registered). Each project includes a calendar to track the schedule, an interactive site map, a listing of team members, access to the project documents as they are uploaded to the site, and a collaboration portal. The typical delivery process includes the following:

- Project Planning – Proposal information, schedule and anticipated exploration plan will be posted for review and verification
- Site Characterization – Findings of the site exploration
- Geotechnical Engineering – Recommendations and geotechnical engineering report

When utilized, our collaboration portal documents communication, eliminating the need for long email threads. This collaborative effort allows prompt evaluation and discussion of options related to the design and associated benefits and risks of each option. With the ability to inform all parties as the work progresses, decisions and consensus can be reached faster. In some cases, only minimal uploads and collaboration will be required, because options for design and construction are limited or unnecessary. This is typically the case for uncomplicated projects with no anomalies found at the site.

When services are complete, we upload a printable version of our completed geotechnical engineering report, including the professional engineer's seal and signature, which documents our services. Previous submittals, collaboration and the report are maintained in our system. This allows future reference and integration into subsequent aspects of our services as the project goes through final design and construction.

The geotechnical report will provide the following:

- Site Location and Exploration Plans

- Subsurface soil/rock profile and classification
- Groundwater information
- Exfiltration test results
- Laboratory test results
- Geotechnical recommendations for site preparation
- Preliminary geotechnical recommendations for foundation of the proposed public works building
- Preliminary recommendations for design and construction of interior floor slabs
- Preliminary recommendations for pavements

Additional Services

In addition to the services noted above, the following are often associated with geotechnical engineering services. Fees for services noted above do not include the following:

Private Utility Locates: Private utilities should be marked by the owner/client prior to commencement of field exploration. Terracon will not be responsible for damage to private utilities not disclosed to us. If the owner/client is unable to accurately locate private utilities, Terracon can assist the owner/client by coordinating or subcontracting with a private utility locating services. Fees associated with the utility locate services is presented as additional services. The detection of underground utilities is dependent upon the composition and construction of the utility line; some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private utility locate service would not relieve the owner of their responsibilities in identifying private underground utilities.

Review of Plans and Specifications: Our geotechnical report and associated verbal and written communications will be used by others in the design team to develop plans and specifications for construction. Review of project plans and specifications is a vital part of our geotechnical engineering services. This consists of review of project plans and specifications related to site preparation, foundation, and pavement construction. Our review will include a written statement conveying our opinions relating to the plans and specifications' consistency with our geotechnical engineering recommendations.

Observation and Testing of Pertinent Construction Materials: Development of our geotechnical engineering recommendations and report relies on an interpretation of soil conditions. This is based on widely spaced exploration locations, and assuming construction methods will be performed in a manner sufficient to meet our expectations, and is consistent with recommendations made at the time the geotechnical engineering report is issued. We should be retained to conduct construction observations, and perform/document associated materials testing, for site preparation, foundation, and pavement construction. This allows a more comprehensive understanding of subsurface conditions and necessary documentation of

construction, to confirm and/or modify (when necessary) the assumptions and recommendations made by our engineers.

Perform Environmental Assessments: Our Scope for this project does not include, either specifically or by implication, an environmental assessment of the site intended to identify or quantify potential site contaminants. If the client/owner is concerned about the potential for such conditions, an environmental site assessment should be conducted. We can provide a proposal for an environmental assessment, if desired.

EXHIBIT C - COMPENSATION AND PROJECT SCHEDULE

Compensation

Based upon our understanding of the site, the project as summarized in Exhibit A, and our planned Scope of Services outlined in Exhibit B, our base fee is shown in the following table:

Task	Lump Sum Fee
Geotechnical Field, Laboratory Testing and Report Preparation - Thornhill Facility Site	\$ 7,155

Additional services not part of the base fee include the following:

Additional Services (see Exhibit B)	Lump Sum Fee	Initial for Authorization
Private Utility Locates	\$1,200	
Plans and Specifications Review	TBD	
Construction Materials Testing Services	TBD	

Our Scope of Services does not include services associated with site clearing, wet ground conditions, tree or shrub clearing, or repair of/damage to existing landscape. If such services are desired by the owner/client, we should be notified so we can adjust our Scope of Services.

Unless instructed otherwise, we will submit our invoice(s) to the address shown at the beginning of this proposal. If conditions are encountered that require Scope of Services revisions and/or result in higher fees, we will contact you for approval, prior to initiating services. A supplemental proposal stating the modified Scope of Services as well as its effect on our fee will be prepared. We will not proceed without your authorization.

Project Schedule

We developed a schedule to complete the Scope of Services based upon our existing availability and understanding of your project schedule. However, this does not account for delays in field exploration beyond our control, such as weather conditions, permit delays, or lack of permission to access the boring locations. In the event the schedule provided is inconsistent with your needs, please contact us so we may consider alternatives.



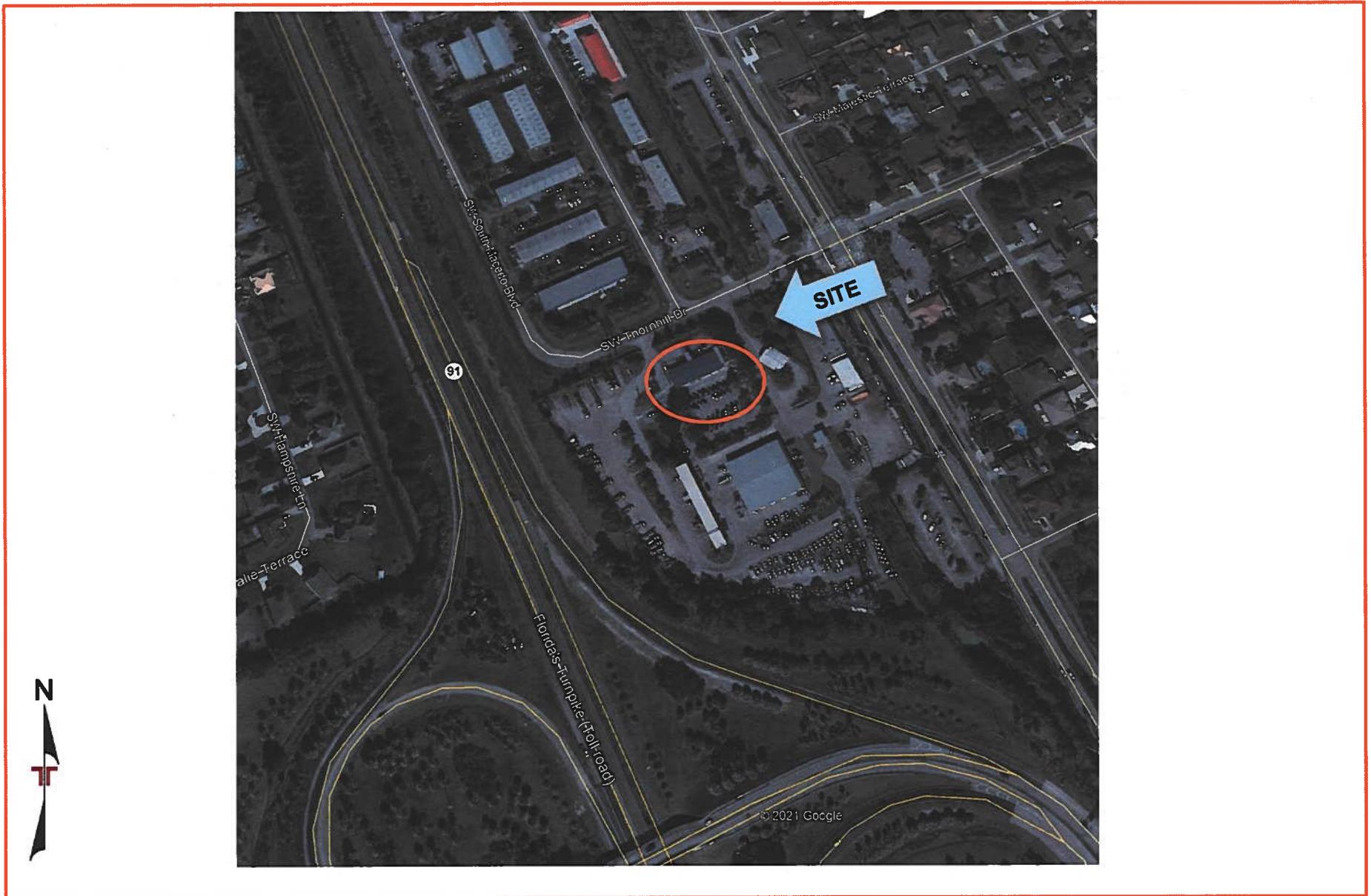
GeoReport® Delivery	Posting Date from Notice to Proceed ^{1, 2}
Project Planning	3-4 business days
Site Characterization	8-10 business days
Geotechnical Engineering	20 business days

1. Upon receipt of your notice to proceed we will activate the schedule component of our **GeoReport®** website with specific, anticipated business days for the three delivery points noted above as well as other pertinent events such as field exploration crews on-site, etc.
2. We will maintain a current calendar of activities within our **GeoReport®** website. In the event of a need to modify the schedule, the schedule will be updated to maintain a current awareness of our plans for delivery.

EXHIBIT D – SITE LOCATION

New Public Works Building ■ 450 SW Thornhill Boulevard

June 15, 2021 ■ Terracon Proposal No. PHB215009





**SCOPE and FEE BREAKDOWN
NEW PUBLIC WORKS BUILDING
PORT ST. LUCIE, FL
Proposal No. PHB215009**

ITEM DESCRIPTION	UNITS	NUMBER OF UNITS	STANDARD UNIT RATE	FEE
I. PROJECT START-UP & MOBILIZATION				
A. Site Recon, Field Mark, Utility Clearance				
1. Geotechnical Tech	hour	6	\$ 100.00	\$ 600.00
B. Drill Rig Mobilization				
1. Truck rig	each	1	\$ 500.00	\$ 500.00
2. Core rig	each	0	\$ 150.00	\$ -
SUBTOTAL - PROJECT START UP & MOBILIZATION:				\$ 1,100.00
II. FIELD WORK				
A. SPT Borings				
1. 0 to 50 feet deep	foot	120	\$ 14.00	\$ 1,680.00
B. Percolation Test	Each	2	\$ 375.00	\$ 750.00
C. Grout Seal	foot	120	\$ 5.00	\$ 600.00
D. Pavement Repair Materials	ls	4	\$ 25.00	\$ 100.00
E. Geotechnical Tech	hour	3	\$ 100.00	\$ 300.00
SUBTOTAL - FIELD WORK				\$ 3,430.00
III. LABORATORY WORK				
A. Visual Engineering Classification & Lab Assignment				
1. Geotechnical Tech	hours	2	\$ 100.00	\$ 200.00
B. Moisture Content Test	each	5	\$ 15.00	\$ 75.00
C. Organic Content Test	each	1	\$ 50.00	\$ 50.00
D. Sieve Analysis Test	each	0	\$ 75.00	\$ -
E. % Finer than No. 200 Sieve	each	3	\$ 60.00	\$ 180.00
F. Atterberg Limits	each	2	\$ 90.00	\$ 180.00
SUBTOTAL - LABORATORY WORK				\$ 685.00
IV. GEOTECHNICAL ENGINEERING & REPORT PREPARATION				
A. Principal Engineer	hours	12	\$ 125.00	\$ 1,500.00
B. Geotechnical Tech	hours		\$ 100.00	\$ -
C. CADD tech	hours	4	\$ 85.00	\$ 340.00
D. Administration	hours	2	\$ 50.00	\$ 100.00
SUBTOTAL - GEOTECHNICAL ENGINEERING & REPORT PREPARATION				\$ 1,940.00
ESTIMATED TOTAL:				\$ 7,155.00

June 24, 2021



CPZ Architects
4316 W Broward Blvd
Plantation, FL 33317-3762

Attn: Mr. Chris Zimmerman, AIA
P: 954-792-8525
E: chris@cpzarchitects.com

RE: Proposal for Performance of Phase I Environmental Site Assessment
Proposed Maintenance Facility – 450 SW Thornhill Boulevard
Port St. Lucie, FL
Terracon Proposal No. PHD217046R3

Dear Mr. Zimmerman:

Terracon Consultants, Inc. (Terracon) appreciates the opportunity to submit this revised proposal to CPZ Architects (client) to conduct a Phase I Environmental Site Assessment (ESA) of the above-referenced site located at 450 SW Thornhill Boulevard in Port St. Lucie, St. Lucie County, Florida that is being considered for development as a new maintenance facility. We understand the site consists of a parcel of land totaling approximately 6.94 acres which is identified on the St. Lucie County Property Appraisers online records with Parcel ID number 3420-585-0013-000-1. We further understand that the site is currently developed with a fleet maintenance facility for the City of Port St. Lucie which includes 3 buildings reportedly constructed in 1980, 1987, and 2015 which are approximately 4,400, 20,222, and 3,264 square feet in size respectively. Terracon understands that the purpose of the ESA is to assist the client with environmental due diligence associated with redevelopment of the site. If this is not accurate, or if you have additional useful information, please inform us as soon as possible.

Scope of Services (see Section 2.0 of attached proposal detail)	Phase I ESA consistent with ASTM E1527-13 <ul style="list-style-type: none">■ Chain of Title/Environmental Lien Search is not included in this fee.■ Additional non-scope items:<ul style="list-style-type: none">○ Radon Records Review○ Construction Considerations
Schedule (see Section 2.4 of attached proposal detail)	Turnaround 20 business days
Compensation	\$2,800.00 (See Attached Table of Estimated Project Fees)



Terracon Consultants, Inc. 5371 NW 33rd Ave, Ste 201 Ft Lauderdale, FL 33309-6346
P 954-741-8282 F 954-741-8240 terracon.com

Proposal for Phase I Environmental Site Assessment

Proposed Maintenance Facility – 450 SW Thornhill Blvd ■ Port St. Lucie, Florida

June 24, 2021 ■ Terracon Proposal No. PHD217046R3



(see Section 3.0 of attached proposal detail and Fees Table)

If this proposal meets with your approval, work may be initiated by providing a Task Order authorizing our services in accordance with our Contract for the project and returning a completed User Questionnaire (attached to this proposal) to our West Palm Beach office. **Please provide site contact information with the signed agreement.** The terms, conditions, and limitations stated in the Agreement for Services and sections of this proposal incorporated therein, shall constitute the exclusive terms and conditions and services to be performed for this project.

We appreciate the opportunity to provide this proposal and look forward to working with you on this project. If you have any questions or comments regarding this proposal or require additional services, please give me a call.

Sincerely,
Terracon Consultants, Inc.

A handwritten signature in blue ink that reads "Joshua Feltner". The signature is fluid and cursive.

Joshua Feltner
Staff Geologist

A handwritten signature in black ink that reads "Steven A. Harrison". The signature is fluid and cursive.

Steven A. Harrison
Sr. Associate/ Environmental Services
Department Manager

Attachments: ASTM E1527-13 User Questionnaire
Detailed Scope of Services
Project Cost Sheet

Client/User Required Questionnaire



Person Completing Questionnaire	Name: Company:	Phone: Email:
Site Name		
Site Address		
Point of Contact for Access	Name: Company:	Phone: Email:
Access Restrictions or Special Site Requirements?	___No ___Yes (If yes, please explain)	
Confidentiality Requirements?	___No ___Yes (If yes, please explain)	
Current Site Owner	Name: Company:	Phone: Email:
Current Site Operator	Name: Company:	Phone: Email:
Reasons for ESA (e.g., financing, acquisition, lease, etc.)		
Anticipated Future Site Use		
Relevant Documents?	Please provide Terracon copies of prior Phase I or II ESAs, Asbestos Surveys, Environmental Permits or Audit documents, Underground Storage Tank documents, Geotechnical Investigations, Site Surveys, Diagrams or Maps, or other relevant reports or documents.	
ASTM User Questionnaire		
In order to qualify for one of the Landowner Liability Protections (LLPs) offered by the Small Business Relief and Brownfields Revitalization Act of 2001 (the "Brownfields Amendments"), the user must respond to the following questions. Failure to provide this information to the environmental professional may result in significant data gaps, which may limit our ability to identify recognized environmental conditions resulting in a determination that "all appropriate inquiry" is not complete. This form represents a type of interview and as such, the user has an obligation to answer all questions in good faith, to the extent of their actual knowledge.		
1) Did a search of recorded land title records (or judicial records where appropriate) identify any environmental liens filed or recorded against the property under federal, tribal, state, or local law (40 CFR 312.25)? ___No ___Yes (If yes, explain below and send Terracon a copy of the title records or judicial records reviewed.)		
2) Did a search of recorded land title records (or judicial records where appropriate) identify any activity and use limitations (AULs), such as engineering controls, land use restrictions, or institutional controls that are in place at the property and/or have been filed or recorded against the property under federal, tribal, state, or local law (40 CFR 312.26)? ___No ___Yes (If yes, explain below and send Terracon a copy of the title records or judicial records reviewed.)		
3) Do you have any specialized knowledge or experience related to the site or nearby properties? For example, are you involved in the same line of business as the current or former occupants of the site or an adjoining property so that you would have specialized knowledge of the chemicals and processes used by this type of business (40 CFR 312-28)? ___No ___Yes (If yes, explain below)		
4) Do you have actual knowledge of a lower purchase price because contamination is known or believed to be present at the site (40 CFR 312.29)? ___No ___Yes ___Not applicable (If yes or Not applicable, explain below)		
5) Are you aware of commonly known or reasonably ascertainable information about the site that would help the environmental professional to identify conditions indicative of releases or threatened releases (40 CFR 312.30)? ___No ___Yes (If yes, explain below)		
6) Based on your knowledge and experience related to the site, are there any obvious indicators that point to the presence or likely presence of contamination at the site (40 CFR 312.31)? ___No ___Yes (If yes, explain below)		
<u>Comments or explanations:</u>		

Please return this form with the signed authorization to proceed.

Proposal No. PHD217046R3

DETAILED SCOPE OF SERVICES

1.0 PROJECT INFORMATION

We understand the site consists of a parcel of land totaling approximately 6.94 acres which is identified on the St. Lucie County Property Appraisers online records with Parcel ID number 3420-585-0013-000-1. We further understand that the site is currently developed with a fleet maintenance facility for the City of Port St. Lucie which includes 3 buildings reportedly constructed in 1980, 1987, and 2015 which are approximately 4,400, 20,222, and 3,264 square feet in size respectively. Terracon understands that the purpose of the ESA is to assist the client with environmental due diligence associated with redevelopment of the site. If this is not accurate, or if you have additional useful information, please inform us as soon as possible.

2.0 SCOPE OF SERVICES

2.1 Base Phase I ESA Services

The ESA will be performed consistent with the procedures included in ASTM E1527-13, *Standard Practice for Environmental Site Assessments: Phase I Environmental Assessment Process*. The purpose of this ESA is to assist the client in developing information to identify recognized environmental conditions (RECs - as defined below) in connection with the site as reflected by the scope of this proposal.

ASTM E1527-13 contains a new definition of "migrate/migration," which refers to "the movement of hazardous substances or petroleum products in any form, including, for example, solid and liquid at the surface or subsurface, and vapor in the subsurface." By including this explicit reference to migration in ASTM E1527-13, the standard clarifies that the potential for vapor migration should be addressed as part of a Phase I ESA and will be considered by Terracon in evaluation of RECs associated with the site. If modifications to the scope of services are required, please contact us to discuss proposal revisions.

REC Definition

Recognized environmental conditions are defined by ASTM E1527-13 as "the presence or likely presence of any hazardous substances or petroleum products in, on, or at a property: 1) due to any release to the environment, 2) under conditions indicative of a release to the environment, or 3) under conditions that pose a material threat of a future release to the environment. *De minimis* conditions are not recognized environmental conditions."

Physical Setting

The physical setting for the site will be described based on a review of the applicable USGS topographic quadrangle map, USDA soil survey, and selected geologic reference information.

Historical Use Information

A review of selected historical sources, where reasonably ascertainable and readily available, will be conducted in an attempt to document obvious past land use of the site and adjoining properties back to 1940 or when the site was initially developed, whichever is earlier. The following selected references, depending on applicability and likely usefulness, will be reviewed for the site.

- Historical topographic maps
- Aerial photographs (approximate 10 to 15-year intervals)
- City directories (approximate 5-year intervals)
- Fire (Sanborn) insurance maps
- Property tax file information
- Site title search information, if provided by client
- Environmental liens, if provided by client
- Building department records
- Zoning records
- Prior environmental reports, permits and registrations; or geotechnical reports, if provided by the client

Pursuant to ASTM E1527-13, the client should engage a title company or title professional to undertake a review of reasonably ascertainable recorded land title records (or judicial records where appropriate) for environmental liens and activity and use limitations currently recorded against or relating to the site. If the client is unable to provide land title records (or judicial records where appropriate), an abstract firm may be contracted by Terracon to perform a review of land title records (or judicial records where appropriate) for an additional fee. Documentation of environmental liens and activity and use limitations, if recorded, will be provided in the land title records (or judicial records where appropriate). Note, however, unless specifically requested within three days of project commencement, Terracon will rely on the client to provide land title records (or judicial records where appropriate). **If land title records (or judicial records where appropriate) are not provided for review in a timely manner, Terracon may conclude that the absence of records represents a data gap, which must be evaluated and documented in the final report.**

The client and the current owner or their representative will be interviewed to provide information regarding past uses of the site and information pertaining to the use of hazardous substances and petroleum products on the site. Additionally, a reasonable attempt will be made to interview past owners, operators, and occupants of the site to the extent that they are identified within the scope of the ESA and are likely to have material information that is not duplicative of information already obtained through the assessment process.

Proposal for Phase I Environmental Site Assessment

Proposed Maintenance Facility – 450 SW Thornhill Blvd ■ Port St. Lucie, Florida

June 24, 2021 ■ Terracon Proposal No. PHD217046R3



Regulatory Records Review

Consistent with ASTM E1527-13, outlined below are the following federal, state, and tribal databases, where applicable are typically reviewed for indications of RECs, and the approximate minimum search distance of the review from the nearest property boundary. A database firm will be subcontracted to access governmental records used in this portion of the assessment. Additional federal, state, and local databases may be reviewed if provided by the database firm. Determining the location of unmapped facilities is beyond the scope of this assessment.

Governmental Records	Search Distance
Federal NPL Site List	1.0 mile
Federal NPL (Delisted) Site List	0.5 mile
Federal CERCLIS Site List	0.5 mile
Federal CERCLIS NFRAP Site List	0.5 mile
Federal RCRA Corrective Actions (CORRACTS) TSD Facilities List	1.0 mile
Federal RCRA Non-CORRACTS TSD Facilities List	0.5 mile
Federal RCRA Generators List	Site and Adjoining
Federal Institutional Control/Engineering Control Registries	Site Only
Federal ERNS List	Site Only
State and Tribal-Equivalent NPL Site Lists	1.0 mile
State and Tribal-Equivalent CERCLIS Lists	0.5 mile
State and Tribal Landfill and/or Solid Waste Disposal Site Lists	0.5 mile
State and Tribal Leaking UST Lists	0.5 mile
State and Tribal Registered UST Lists	Site and Adjoining
State and Tribal Institutional Control/Engineering Control Registries	Site Only
State and Tribal VCP Site Lists	0.5 mile
State and Tribal Brownfield Site Lists	0.5 mile

Tribal databases will only be evaluated if the site is located in an area where a recognized tribe has jurisdiction for environmental affairs.

In addition to the database review and if customary practice for the site location, an attempt will be made to review reasonably ascertainable and useful local lists or records such as Brownfield sites, landfill/solid waste disposal sites, registered storage tanks, land records, emergency release reports, and contaminated public wells. A reasonable attempt will also be made to interview at least one staff member of any one of the following types of local government agencies: fire department, health agency, planning department, building department, or environmental department. As an alternative, a written request for information may be submitted to the local agencies.

The scope of work proposed herein includes **up to four hours of regulatory agency file and/or records review, including client-provided reports and files.** If the results of this initial review appear to warrant a more extensive review of applicable regulatory agency files and/or records, a cost estimate will be provided to the client for pre-approval. Review of regulatory files and/or records, when authorized, will be for the purpose of identifying RECs. Please note that all requested files may not be available from regulatory agencies within the client’s requested project schedule.

Site and Adjoining/Surrounding Property Reconnaissance

A site reconnaissance will be conducted to identify RECs. The reconnaissance will consist of visual observations of the site from the site boundaries and selected interior portions of the site. The site reconnaissance will include, where applicable, an interview with site personnel who the client has identified as having knowledge of the uses and physical characteristics of the site. Pertinent observations from the site reconnaissance will be documented including:

- Site description
- General site operations
- Aboveground chemical or waste storage
- Visible underground chemical or waste storage, drainage, or collection systems
- Electrical transformers
- Obvious releases of hazardous substances or petroleum products

The adjoining property reconnaissance will consist of visual observations of the adjoining/surrounding properties from the site boundaries and accessible public rights-of-way.

Report Preparation

A draft report will be submitted that presents the results of this assessment, based upon the scope of services and limitations described herein.

2.2 Additional Services Beyond Base ESA

At the direction of the client, the following additional services beyond the scope of the base Phase I ESA have been included.

Radon Records Review

Terracon will review one of the following readily accessible reference materials as prepared by the U.S. Environmental Protection Agency (EPA), the U.S. Geological Survey (USGS), or state agency to identify the site location in terms of the potential for average indoor radon concentrations. Terracon will provide the client with information regarding the EPA and/or state designation for the site's county (e.g. EPA Zone 1, 2, or 3), and with the average radon concentration for the site's county identified during previous radon studies, where readily available.

Construction Considerations

As it is known that one of the sites will be redeveloped, Terracon will provide a preliminary overview of construction considerations that will likely need to be considered in design of the building and redevelopment efforts for the site. The actual impact of these concerns, which include, but may not be limited to the following, will be better understood upon completion of the

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Phase I ESA and subsequent assessment that may be conducted. These considerations may include, but not be limited to, the following:

- Vapor Intrusion - Petroleum compounds and other volatile compounds could affect indoor air quality of a building placed over the affected area.
- Soil management considerations – impacted soils must be managed properly to protect against exposure to site workers and the environment
- Groundwater considerations, i.e. dewatering– impacted soils must be managed properly to protect against exposure to site workers and the environment
- Regulatory oversight involvement / closure requirements- the management and assessment of known impacted sites and areas of impact that are newly discovered require regulatory oversight and approval that can affect project time frames
- Assessment of areas of concern: i.e., USTs, septic system usage, other subsurface structures – areas of potential concern as identified during the performance of the Phase I ESA which may require further evaluation through soil and groundwater investigation

2.3 Additional Services Not Included

The following services, although not specifically required by ASTM E1527-13, may also be performed concurrently with ESAs and may be beneficial for the evaluation of environmental conditions and/or an evaluation of specific business environmental risks at the site. At your direction, these services have not been included as part of the scope of services for this ESA. Please note that this list is not all-inclusive. If you seek additional services, please contact us for a supplemental proposal and cost estimate.

- Visual Observations for Suspect Asbestos
- Visual Observations for Mold
- Short-Term Radon Testing
- Visual Observations for Suspect Lead-Based Paint
- Limited Lead-Based Paint Sampling
- Lead in Drinking Water Records Review
- Limited Lead in Drinking Water Sampling
- Wetland Records Review
- Threatened/Endangered Species Records Review
- Historic Properties/Archaeological Resources Review

At the client's request, Terracon can also provide proposals for facility engineering services including property condition assessments, roofing inspections, curtain wall evaluations, structural surveys and mechanical surveys.

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2.4 Schedule

Services will be initiated upon receipt of the written notice to proceed. The draft report will be submitted within 20 business days after receipt of your written notice to proceed, assuming site access can be obtained within 4 days after the notice to proceed.

The final report will be submitted within 5 business days following receipt of client's comments on the draft report. In order to comply with the proposed schedule, please provide the following items at the time of notification to proceed.

- A Task Order evidencing acceptance of this scope of services.
- The completed ASTM E1527-13 User Questionnaire, supplied as an attachment to this proposal.
- Right of entry to conduct the assessment, including access to building interiors.
- Notification of any restrictions or special requirements (such as confidentiality, scheduling, or on-site safety requirements) regarding accessing the site.
- An accurate legal description and/or a diagram of the site such as a surveyor's plat map or scaled architect's drawing (if such diagrams exist).
- Current site owner, property manager, occupant information (including tenant list), and contact information for persons knowledgeable about the site history including current and historical use of hazardous substances and petroleum products on site (e.g., names, phone numbers, etc.).
- Copies of environmental reports, permits and registrations, and geotechnical reports that were previously prepared for the site.
- Information relating to known or suspect environmental conditions at the site, including commonly known or reasonable ascertainable information within the local community about the site that is material to RECs in connection with the site.
- Information about environmental liens and activity and use limitations for the site, if any.
- Specialized knowledge or experience that is material to RECs in connection with the site, if any.
- Knowledge that the purchase price of the site is significantly less than the purchase price of comparable properties.
- Land title records.

Please note that requested regulatory files or other information may not be provided to Terracon by the issuance date of the report. Consideration of information not received by the issuance date of the report is beyond the scope of this ESA.

2.5 Reliance

The ESA report will be prepared for the exclusive use and reliance of CPZ Architects and the City of Port St. Lucie. Reliance by any other party is prohibited without the written authorization of the client and Terracon.

If the client is aware of additional parties that will require reliance on the ESA report, the names, addresses, and relationship of these parties should be provided for Terracon approval prior to the time of authorization to proceed. Terracon may grant reliance on the ESA report to those approved parties upon receipt of a fully executed Reliance Agreement (available upon request) and receipt of information requested in the Reliance Agreement. If, in the future, the client and Terracon consent to reliance on the ESA by a third party, Terracon may grant reliance upon receipt of a fully executed Reliance Agreement, requested information and receipt of an additional minimum fee of \$250 per relying party.

Reliance on the ESA by the client and all authorized parties will be subject to the terms, conditions, and limitations stated in the Agreement for Services, sections of this proposal incorporated therein, the Reliance Agreement, and ESA report. The limitation of liability defined in the Agreement for Services is the aggregate limit of Terracon's liability to the client and all relying parties.

Continued viability of the report is subject to ASTM E1527-13 Sections 4.6 and 4.8. If the ESA will be used by a different user (third party) than the user for whom the ESA was originally prepared, the third party must also satisfy the user's responsibilities in Section 6 of ASTM E1527-13.

2.6 Scope and Report Limitations

Site Access and Safety

Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, including following applicable state and local COVID related requirements, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to the coronavirus. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes. Client acknowledges its responsibility for notifying Consultant of any circumstances that present a risk of exposure to the coronavirus or individuals who have tested positive for COVID-19 or are self-quarantining due to exhibiting symptoms associated with the coronavirus.

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The findings and conclusions presented in the final report will be based on the site's current utilization, the anticipated future use of the site, if provided to Terracon, and the information collected as discussed in this proposal. Please note that we do not warrant database or third party information (such as from interviewees) or regulatory agency information used in the compilation of reports.

Phase I ESAs, such as the one proposed for this site, are of limited scope, are noninvasive, and cannot eliminate the potential that hazardous, toxic, or petroleum substances are present or have been released at the site beyond what is identified by the limited scope of this ESA. In conducting the limited scope of services described herein, certain sources of information and public records will not be reviewed. It should be recognized that environmental concerns may be documented in public records that are not reviewed. This ESA does not include subsurface or other invasive assessments, vapor intrusion assessments or indoor air quality assessments (i.e. evaluation of the presence of vapors within a building structure), business environmental risk evaluations, or other services not particularly identified and discussed herein. No ESA can wholly eliminate uncertainty regarding the potential for RECs. The limitations herein must be considered when the user of this report formulates opinions as to risks associated with the site. No warranties, express or implied, are intended or made.

An evaluation of significant data gaps will be based on the information available at the time of report issuance, and an evaluation of information received after the report issuance date may result in an alteration of our opinions and conclusions. We have no obligation to provide information obtained or discovered by us after the date of the report, or to perform any additional services, regardless of whether the information would affect any conclusions, recommendations, or opinions in the report. This disclaimer specifically applies to any information that has not been provided by the client.

TABLE OF ESTIMATED PROJECT FEES

Phase I Environmental Site Assessment

Thornhill Site

Port St. Lucie, Florida

PROPOSAL NO. PHD217046R3

June 24, 2021

PROFESSIONAL LABOR				Estimated Total
Labor Title/Position	Rate	Unit /Measure	Units	
Environmental Principal	\$135.00	Hr.	1	
Senior Project / Dept. Manager	\$130.00	Hr.	1.5	
Project Manager	\$125.00	Hr.	7	
Environmental(Geotech) Tech	\$100.00	Hr.	11	
CAD Designer/ Tech	\$85.00	Hr.	2	
Administration	\$50.00	Hr.	2	
Estimated Hours			24.5	
Estimated Subtotal			\$2,575.00	\$2,575.00
REIMBURSABLES				
Environmental Database Report	\$225.00	Ea	1	
Estimated Subtotal			\$225.00	\$225.00
ESTIMATED COSTS				
			\$2,800.00	\$2,800.00



CONSTRUCTION MANAGEMENT SERVICES, INC.

10 Fairway Drive • Suite 301 • Deerfield Beach, Florida 33441 • 954-481-1611 • FAX 954-427-3142

June 25, 2021

Mr. Chris Zimmerman
CPZ Architects, Inc.
4316 W. Broward Blvd.
Plantation, Florida 33317

Re: Port St. Lucie Public Works Department - Site Study

REVISED PROPOSAL

Dear Chris:

Pursuant to your request for CMS, Inc. to provide 2 Conceptual Cost Estimates and 1 Final Criteria Package Estimate for the above-mentioned project. Please be advised that we are pleased to provide these services to CPZ. Our Estimates will be based on the information provided to us by the Architect.

The fees to provide said estimates are as follows:

1. Estimate Renovation / Hardening – On Buildings 2 & 4 Based on Engineer’s Review:

Principal:	6 Hrs @ \$185.71/Hr	= \$ 1,114.26
Project Manager:	48 Hrs @ \$127.87/Hr	= \$ 6,137.76
Senior Estimator:	54 Hrs @ \$124.69/Hr	= \$ 6,733.26
Estimator:	55 Hrs @ \$111.15/Hr	= \$ 6,113.25
	Total:	\$20,098.53

2. Estimate New Buildings 2 & 4 – Based on SF to Replace Buildings:

Principal:	6 Hrs @ \$185.71/Hr	= \$ 1,114.26
Project Manager:	55 Hrs @ \$127.87/Hr	= \$ 7,023.85
Senior Estimator:	55 Hrs @ \$124.69/Hr	= \$ 6,857.95
Estimator:	50 Hrs @ \$111.15/Hr	= \$ 5,557.50
	Total:	\$20,562.56

Architect: CPZ Architects, Inc.

Project: Port Saint Lucie Public Works Site Study

3. Estimate Final Design Criteria Package – Based on one of the previous options:

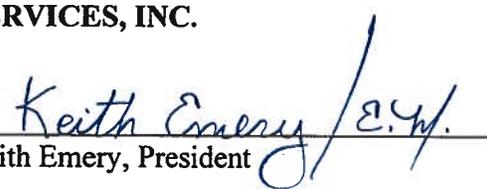
Principal:	6 Hrs @ \$185.71/Hr	= \$ 1,114.26
Project Manager:	70 Hrs @ \$127.87/Hr	= \$ 8,950.90
Senior Estimator:	71 Hrs @ \$124.69/Hr	= \$ 8,852.99
Estimator:	66 Hrs @ \$111.15/Hr	= <u>\$ 7,335.90</u>
	Total:	\$26,254.05

TOTAL FEES:

Estimate No. 1:	\$ 20,098.53
Estimate No. 2:	\$ 20,562.56
Estimate No. 3:	<u>\$ 26,254.05</u>
TOTAL:	\$ 66,915.14

Should you agree to the above terms, please sign in the space provided below and return an executed copy to this office for our records.

CMS-CONSTRUCTION MANAGEMENT SERVICES, INC.


Keith Emery, President

Chris Zimmerman, Principal
CPZ Architects, Inc.

Date: June 25, 2021

Date: _____

KE/em

CMS-Construction Management Service, Inc.
10 Fairway Drive, Suite 301
Deerfield Beach, Florida 33441
Phone: 954-481-1611

CMS Rates	Project: Port Saint Lucie Public Works Department - Site Study										June 25, 2021	
	Sub Contractor: CMS-Construction Management Services, Inc.											
	Client: CPZ Architects, Inc.											
	TITLE:	PRINCIPAL		PROJECT MANAGER		SENIOR ESTIMATOR		ESTIMATOR		ADMIN ASSIST		TOTAL
Rate (\$/Hour):	\$185.71		\$127.87		\$124.69		\$111.15		\$70.00			
Man Hours	M-H	Cost	M-H	Cost	M-H	Cost	M-H	Cost	M-H	Cost	M-H	Cost
Renovation Estimate/Hardening												
	6	\$1,114.26	48	\$6,137.76	54	\$6,733.26	55	\$6,113.25		\$0.00	163	\$20,098.53
New Buildings Estimate												
	6	\$1,114.26	55	\$7,032.85	55	\$6,857.95	50	\$5,557.50		\$0.00	166	\$20,562.56
Final Criteria Estimate												
	6	\$1,114.26	70	\$8,950.90	71	\$8,852.99	66	\$7,335.90		\$0.00	213	\$26,254.05
	Total Man Hours/Labor: 163 Hours											Total Cost Estimate Fees: \$20,098.53
	Total Man Hours/Labor: 166 Hours											Total Cost Estimate Fees: \$20,562.56
	Total Man Hours/Labor: 213 Hours											Total Cost Estimate Fees: \$26,254.05
											\$66,915.14	

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