



January 29, 2025

City of Port St. Lucie
Attn.: OMB Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984

Re: City Hall Expansion and Parking Garage Proposal

Dear OMB Department:

We are glad to offer the following proposal for architectural and engineering services for the addition to city hall and the addition of a new parking garage as described in E-RFP # 202400072.

As requested, we are pleased to present the following fee proposal to provide Architectural and Engineering Services for this project.

PROJECT DESCRIPTION

To provide architectural and engineering services for the design, construction drawings, permitting, bidding and construction administration for the City Hall Addition and Parking Garage for the city hall campus. The following items indicate the scope.

1. Efficiency assessment of existing City Hall, space/needs assessment for the next 15-20 years.
2. The existing facility is three (3) floors and a total of approximately 75,000 square feet.
3. Determination of expansion needs for the City Hall to provide for future needs.
4. Review of the current departmental organization with the existing building.
5. Based on the review of the site, drainage, parking, logistics, circulation, etc. The consideration will be to maximize the building square footage for the next 15 to 20 years.
6. Review and recommendation for security features.
7. Design, construction drawings, permitting, bidding, construction administration and completion of the expansion to the City Hall.
8. Overall assessment of the existing site conditions including drainage, circulation, landscape, and lighting.
9. Parking evaluation for the entire site and all buildings located with the City Hall Complex.
10. Design of a new parking garage to centralize parking. Construction shall be prefabricated precast concrete.
11. The garage is estimated at five (5) stories and approximately 525 parking spaces.

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12. Aesthetics shall be a major consideration.
13. Electric vehicle charging facilities.
14. Operating system design control access and revenue control (see exclusions).
15. Emergency usage and protection of City vehicles.
16. Connectivity and pedestrian circulation within the complex and between buildings.
17. Traffic engineering shall be provided for proposed design.
18. Security and lighting throughout the complex.
19. Signage and wayfinding throughout.

Overall Project Scope of Services also includes:

Environmental and usage assessment of the property, efficiency assessment of building usage/floor plan/connectivity, comprehensive phasing study and cost estimates, associated site work for parking, drainage, lighting, and landscaping in accordance with the City of Port St. Lucie Ordinances and all agencies having jurisdiction. The building and addition and parking garage shall consist of advanced electrical and telecom systems, fire protection, security surveillance (see exclusions), access control (see exclusions), and green building initiatives.

SCOPE OF SERVICES

TASK 1 PROGRAMING AND PLANNING

1. Evaluate existing conditions.
2. Evaluation of space / needs
3. Evaluation of parking needs for all buildings
4. Review of Planning and Zoning requirements.
5. Conceptual layouts for the addition and garage.

TASK 2 REVIEW OF SITE AND ENVIRONMENTAL ASSESSMENT

1. Geotechnical
2. Survey Update
3. Traffic Study
4. Environmental conditions and constraints
 - a. Asbestos Survey of City Hall
 - b. No other assessments or reports are included.
5. Property rights and limitations
 - a. This was included in the original survey for the existing property. No further investigation is included.
6. Usage study & conceptual plans
7. Proposed single phase and multi-phasing plan.

TASK 3 SCHEMATIC DESIGN

1. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and

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elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

2. Develop architectural floor plans and elevations
3. Develop parking garage plans and elevations
4. Site layout development.
5. Site security conceptual plans only. Based on final solution an add service may be required.
6. Phasing concepts
7. Building Code Research
8. Prepare Schematic Design level plans
9. Compile all drawings into a final submission to the City for review and approval.
10. Civil Engineering (see attached sub-consultant proposal(s))
11. Structural Engineering (see attached sub-consultant proposal(s))
12. MEP Engineering (see attached sub-consultant proposal(s))
13. Landscape Architecture (see attached sub-consultant proposal(s))
14. Meetings with the city throughout the process.

TASK 4 DESIGN DEVELOPMENT

1. Based on the City’s approval of the Schematic Design Documents, and on the City’s authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, prepare Design Development Documents for the Owner’s approval.
2. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include the table of contents for specifications that identify major materials and systems and establish in general their quality levels.
3. Architectural plans, sections, elevations.
4. Interior Design (Finish Selection)
 - a. Preliminary finish selection
 - b. Final finish boards
5. Exterior Renderings
6. Equipment Selections and cut sheets
7. Lighting Design
8. Finalize the overall site plan and prepare for submittals for site planning.
9. Review wayfinding requirements.

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10. Specification book (table of contents)
11. Finalize Building Code Research and life safety plans.
12. Prepare Design Development plans.
13. Compile all drawings into a final submission to the City for review and approval.
14. Civil Engineering (see attached sub-consultant proposal)
15. Structural Engineering (see attached sub-consultant proposal)
16. MEP Engineering (see attached sub-consultant proposal)
17. Landscape Architecture, landscape drawings for site plan approval. Irrigation drawings will be completed during the construction document phase. (see attached sub-consultant proposal)

TASK 5 CONSTRUCTION DOCUMENTS

1. Based on the City’s approval of the Design Development Documents, and on the City’s authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, prepare Construction Documents for the City’s approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The City acknowledges that in order to construct the Work the Contractor will provide additional information, including Specialty Engineering, Shop Drawings, Product Data, Samples and other similar submittals, which shall be reviewed by the design professionals during the construction administration process.
2. During the development of the Construction Documents, assist the City in the development and preparation of (1) CMAR and procurement information that describes the GMP (Guaranteed Maximum Price), including proposal forms; (2) the form of agreement between the City and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.
3. Architectural
 - a. Prepare 50%, 90% and 100% Construction Documents
 - b. Prepare 50%, and 100% Technical Specifications
4. Civil Engineering (see attached sub-consultant proposal)
 - a. Prepare 50%, 90% and 100% Construction Documents
5. MEP Engineering (see attached sub-consultant proposal)
 - a. Prepare 50%, 90% and 100% Construction Documents
6. Structural Engineering (see attached sub-consultant proposal)
 - a. Prepare 50%, 90% and 100% Construction Documents
7. Landscape Architecture (see attached sub-consultant proposal)

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- a. Prepare 50%, 90% and 100% Construction Documents

TASK 6 SITE PLANNING

- 1. Prepare and submit all the projects through the City’s Planning and Zoning Department for Site Plan Approval and Architectural Review Board.
- 2. This will be a single submittal for the entire project, both the addition and the garage. Multiple separate project submittals are not included.
- 3. Rendering will be provided as required.
- 4. Attendance at the board and commission meetings as required.
- 5. Attendance at community meetings as required.
- 6. All fees will be paid by the city.

TASK 7 SITE AND BUILDING PERMITTING

- 7. Assist with the Site Planning and City Development Reviews required for the project.
- 8. Assist in the building permitting process by responding to Building Department comment reviews. Permit processing, tracking and all submittals shall be by others.
- 9. Provide all Signed and Sealed drawings as required and respond to drawings as required for all permit comments. If required, we will meet with plan reviewers to resolve any questions.
- 10. Civil Permitting (see attached sub-consultant proposal(s))
 - i. Prepare submittal packages and submit for government agency permits with the appropriate calculations and back-up to the following agencies.

TASK 8 BIDDING – CMAR COORDINATION AND REVIEWS

- 1. We understand the city will use the Construction Manager at Risk process for this project.
- 2. Provide documents in PDF format at all stages for review and input.
- 3. Work with the City on the RFP documents and selection of the CMAR
- 4. Attending meetings with the CMAR
- 5. Review and respond to RFI’s from the CMAR.
- 6. Issue updated documents to the CMAR and track the distribution.
- 7. Review of the GMP and provide feedback to the city.

TASK 5 CONSTRUCTION ADMINISTRATION

- 1. Not included at this time.



COMPENSATION

1. Compensation for architectural and engineering services shall be on a time and materials basis with the estimated fees as follows:

| | CPZ - Architects, Inc | TRC Struc. Eng. And Garage Consul | OCI - MEP & IT | OCI - MEP & IT | Bowman Civil | WGI Landscape | Terracon | CMS - Cost Estimating | Sub-Total |
|--|-----------------------|-----------------------------------|----------------|-----------------|---------------|---------------|-------------------------------|-----------------------|-----------------|
| Phase | | | City Hall & IT | Garage and Site | | | | N/A | |
| Programing and Planning | \$ 103,720.00 | | \$ 25,650.00 | \$ 4,190.00 | \$ 55,110.00 | | | | \$ 188,670.00 |
| Review of Site & Environmental | \$ 10,320.00 | | | | | | | | \$ 10,320.00 |
| Geotechnical | | | | | | | \$ 35,809.22 | | \$ 35,809.22 |
| Survey - Update | | | | | \$ 30,125.00 | | | | \$ 30,125.00 |
| Property Rights - This was provided in the intial survey | | | | | | | | | \$ - |
| Environmental - Asbestos City Hall | | | | | | | \$ 11,000.00 | | \$ 11,000.00 |
| Traffic Study | | | | | \$ 30,040.00 | | | | \$ 30,040.00 |
| Phasing Plans (included in Desgn Phases) | | | | | | | | | \$ - |
| Schematic Design | \$ 191,000.00 | \$ 92,385.00 | \$ 71,100.00 | \$ 12,430.00 | \$ 35,220.00 | \$ 24,440.00 | | | \$ 426,575.00 |
| Design Development | \$ 314,400.00 | \$ 111,885.00 | \$ 93,200.00 | \$ 16,190.00 | \$ 30,060.00 | \$ 13,320.00 | | | \$ 579,055.00 |
| Construction Documents | \$ 538,000.00 | \$ 100,010.00 | \$ 166,920.00 | \$ 29,640.00 | \$ 20,095.00 | \$ 33,735.00 | | | \$ 888,400.00 |
| Site Planning Process | \$ 24,560.00 | | | | \$ 10,000.00 | \$ 10,015.00 | | | \$ 44,575.00 |
| Permitting - All Agencies | \$ 9,440.00 | \$ 5,120.00 | \$ 12,030.00 | \$ 2,005.00 | \$ 15,090.00 | \$ 8,955.00 | | | \$ 52,640.00 |
| Bidding (CMAR Coordination) | \$ 17,500.00 | \$ 5,250.00 | \$ 12,030.00 | \$ 2,005.00 | \$ 5,005.00 | \$ 5,295.00 | | | \$ 47,085.00 |
| Construction Administration (2 years) | | | | | | | | | \$ - |
| Commissioning | | | | | | | | | \$ - |
| | \$ 1,208,940.00 | \$ 314,650.00 | \$ 380,930.00 | \$ 66,460.00 | \$ 230,745.00 | \$ 95,760.00 | \$ 46,809.22 | \$ - | \$ 2,344,294.22 |
| | | | | | | | Reimbursable Allowance | | \$ 20,000.00 |
| | | | | | | | | | \$ 2,364,294.22 |

2. Reimbursable Allowance

- a. We have included a \$20,000.00 reimbursable allowance for the following.
 - a. Hard copy printing
 - b. Colored rendering reproduction
 - c. Courier and expedited delivery
 - d. Small permit fees if needed
- b. The city will pay all agency fees required for permitting.

3. Compensation for architectural services shall be on an hourly basis at the rates listed below and in accordance with our main contract.

- a. Principal \$250 per hour
- b. Architect \$190 per hour
- c. Senior Project Manager \$190 per hour
- d. Project Manager \$170 per hour
- e. Architectural Associate 3 \$190 per hour
- f. Architectural Associate 2 \$150 per hour
- g. Architectural Associate 1 \$110 per hour

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- h. Administration \$ 80 per hour
 - i. Consultants, see the attached proposals. (Civil, Landscape, Structural, Mechanical, Electrical Engineers, etc.) to be reimbursed at cost billed to Architect.
2. Estimated Project Schedule. This is only an estimate, upon start of the project and throughout the project this will be updated based on the project scope.

| | | | |
|--------------------------|--------|--------------|--------------|
| Notice to Proceed | 1 wk | Mon 2/3/25 | Fri 2/7/25 |
| Programming and Planning | 12 wks | Mon 2/10/25 | Fri 5/2/25 |
| Site and Environmental | 12 wks | Fri 2/28/25 | Thu 5/22/25 |
| Schematic Design | 12 wks | Mon 5/5/25 | Fri 7/25/25 |
| Design Development | 12 wks | Mon 7/28/25 | Fri 10/17/25 |
| Construction Documents | 16 wks | Mon 10/20/25 | Fri 2/6/26 |

EXCLUSIONS / ASSUMPTIONS

The following items are excluded from this proposal or assumed:

1. This project is limited to the current site boundaries of the City Hall Complex. Additional land acquisitions, usage or review is not included.
2. The City Hall renovations will be limited to the building addition only and at the location of the connection to the existing building. Renovations to the existing building are not included.
 - a. Evaluation of the existing building for current building codes for wind loading is not included.
3. Elevated bridges for the garage to connect to other buildings are not included.
4. We have not included any fees for using the CMAR project management software for this project, such as Procore.
5. We will coordinate with the City’s Video Surveillance and Access Control vendor and provide conduits and support for their systems. The design of the video surveillance system and access control is not included. We will coordinate and specify door and gate hardware as required for the access control system.
6. Operating system design control access and revenue control is not included at this time, until the specific system and layout can be finalized. We will work with the city during the Schematic and Design Phase to determine the system and layout. We will provide conduits and support for the system and work with the City’s vendor for the system.
7. The Property Rights were determined when we did the initial survey. Additional research is not included.
8. A cost/benefit analysis has not been included at this time. As we complete the programing and determine the options and details for the analysis, then we can provide a proposal, if this is required.

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9. Green Certification for this project is not included.
10. New Generator and enclosure for city hall. This will be determined during the design and what the load and size will be. At that time an add service will be provided to the city.
11. Updated electronic as-built drawings at the end of the project. The contractor shall prepare a marked up set of as-built drawings and provide a PDF set to the City for their records.
12. All document submittals will be provided electronically in PDF format. Hard copy costs will be deducted from the reimbursable allowance.
13. Permit Fees
14. Cost Estimating is not included. The CMAR will provide those services.
15. Traffic signalization is not included.

We thank you for the opportunity to offer you these services. If this proposal meets with your approval, please provide a new task order for these services. If you have any questions, please contact me at 954-792-8525.

Respectfully,
CPZ ARCHITECTS, INC.

A handwritten signature in blue ink, appearing to read 'Chris P. Zimmerman', is written over a light blue horizontal line.

Chris P. Zimmerman, AIA
President



CPZ Architects Fee Breakdown

| Phases Description of work | CPZ Architects | | | | | | | | |
|---|----------------|---------------|---------------|--------------|---------------|---------------|--------------|-------------|-----------------|
| | Principal | Architect | Sr. Proj Mgr. | Project Mgr. | Arch Assoc 3 | Arch Assoc 2 | Arch Assoc 1 | Admin | |
| | \$ 250.00 | \$ 190.00 | \$ 190.00 | \$ 170.00 | \$ 190.00 | \$ 150.00 | \$ 110.00 | \$ 80.00 | |
| Programming and Planning | | | | | | | | | |
| CITY HALL | 24 | 48 | 100 | | | 160 | | 40 | |
| GARAGE AND SITE | 24 | 40 | 80 | | | 80 | | 20 | |
| SUB-TOTAL | 48 | 88 | 180 | 0 | 0 | 240 | 0 | 60 | |
| | \$ 12,000.00 | \$ 16,720.00 | \$ 34,200.00 | \$ - | \$ - | \$ 36,000.00 | \$ - | \$ 4,800.00 | \$ 103,720.00 |
| Review of Site & Environmental | | | | | | | | | |
| SUB-TOTAL | 8 | 8 | 20 | 0 | | 20 | 0 | | |
| | \$ 2,000.00 | \$ 1,520.00 | \$ 3,800.00 | \$ - | \$ - | \$ 3,000.00 | \$ - | \$ - | \$ 10,320.00 |
| Schematic Design | | | | | | | | | |
| CITY HALL | 10 | 120 | 200 | | 120 | 320 | | | |
| PARKING GARAGE | 10 | 40 | 120 | | | 160 | | | |
| SUB-TOTAL | 20 | 160 | 320 | 0 | 120 | 480 | 0 | 0 | |
| | \$ 5,000.00 | \$ 30,400.00 | \$ 60,800.00 | \$ - | \$ 22,800.00 | \$ 72,000.00 | \$ - | \$ - | \$ 191,000.00 |
| Design Development | | | | | | | | | |
| CITY HALL | 80 | 160 | 240 | | 160 | 480 | | | |
| PARKING GARAGE | 40 | 80 | 200 | | 120 | 200 | | | |
| SUB-TOTAL | 120 | 240 | 440 | 0 | 280 | 680 | 0 | 0 | |
| | \$ 30,000.00 | \$ 45,600.00 | \$ 83,600.00 | \$ - | \$ 53,200.00 | \$ 102,000.00 | \$ - | \$ - | \$ 314,400.00 |
| Construction Documents | | | | | | | | | |
| CITY HALL | 80 | 320 | 320 | | 320 | 640 | | | |
| PARKING GARAGE | 80 | 240 | 320 | | 280 | 400 | | | |
| SUB-TOTAL | 160 | 560 | 640 | 0 | 600 | 1040 | 0 | 0 | |
| | \$ 40,000.00 | \$ 106,400.00 | \$ 121,600.00 | \$ - | \$ 114,000.00 | \$ 156,000.00 | \$ - | \$ - | \$ 538,000.00 |
| Site Planning and DRC Processing | | | | | | | | | |
| Submittals, Meetings, Renderings | | | | | | | | | |
| SUB-TOTAL | 20 | 60 | | | 24 | 24 | | | |
| | \$ 5,000.00 | \$ 11,400.00 | \$ - | \$ - | \$ 4,560.00 | \$ 3,600.00 | \$ - | \$ - | \$ 24,560.00 |
| Building Permitting | | | | | | | | | |
| SUB-TOTAL | 16 | | | | 16 | 16 | | | |
| | \$ 4,000.00 | \$ - | \$ - | \$ - | \$ 3,040.00 | \$ 2,400.00 | \$ - | \$ - | \$ 9,440.00 |
| Bidding - CMAR Coordination | | | | | | | | | |
| SUB-TOTAL | 10 | 20 | 40 | | | 24 | | | |
| | \$ 2,500.00 | \$ 3,800.00 | \$ 7,600.00 | \$ - | \$ - | \$ 3,600.00 | \$ - | \$ - | \$ 17,500.00 |
| | | | | | | | | | TOTAL: |
| | | | | | | | | | \$ 1,208,940.00 |

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TRC Worldwide Engineering

1230 N. University Drive.
Phone: (954) 484-7777
www.trcww.com



January 27, 2025

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

RE: Proposal for Structural Engineering Services
City Hall Expansion and Parking Garage
 Port St. Lucie, FL

Dear Chris:

TRC Worldwide Engineering (TRC) is pleased to present our proposal for structural engineering services for the above reference project. Our proposal is based on E-RFP Number: 20240072 as submitted by the City of Port St. Lucie and any additional information provided by CPZ during the presentation process.

PROJECT DESCRIPTION

The project consists of the expansion of the existing 3-story, 75,000SF city hall building. The size of the expansion is to be determined as a part of this project scope based on the city's future needs. In addition to the expansion, a new parking garage is to be constructed. The garage is estimated to be five stories and approximately 525 spaces. One consideration is for the garage to be a precast structure. The current city budget for Total Construction is \$25,718,200 and for Total Design Fees is, \$2,600,000.

SCOPE OF SERVICES

1. We understand that our scope of work is to provide design phase structural engineering services including consultation, preliminary structural information, coordination, design, production of deliverables, and construction administration as described below. Our fee is based upon operating within the schedule listed below, timely receipt of information as described under "Required Information" below, and attendance at meetings as defined under "Meetings" listed below.
2. Parkitects will work as a subconsultant to TRC assisting CPZ with Schematic Design, including Conceptual Design, and Design Development. See Exhibit A for additional information regarding Parkitects scope.
3. We recommend that our firm visit the site to observe construction. Please see "Site Visits" below for description of these services. The total amount of visits would depend upon the sequencing of the project, the complexity of the project, specific code requirements, and the quality of the construction. We estimate, based upon our understanding of this project, that the maximum number of visits would be approximately 6.

4. Services, which are outside of the scope of work defined herein, will be billed as additional services only after prior agreement with your office. See "Additional Services" listed below for more information.
5. Reimbursable expenses (long distance phone and fax; delivery charges, travel expenses outside the Fort Lauderdale to Port St. Lucie area, etc.):
6. Language regarding Construction Administration is being kept in this proposal for the understanding of future expectation. However, Construction Administration is being specifically excluded from this proposal.

STRUCTURAL COMPENSATION

1. **Construction Drawings (Building): Time and Materials Estimated Total Fee \$ 99,395**
2. **Construction Drawings (Garage): Time and Materials Estimated Total Fee \$ 105,185**
3. **Each Additional Site Visit: Lump Sum \$ 850**
4. **Threshold Inspections Hourly at rates below, or as otherwise agree**
5. **Additional Services: Hourly at rates below, or as otherwise agreed**
6. **Reimbursable expenses: Invoiced at 1.2 x cost**

The cost of our services will be invoiced monthly, as generated hourly. The estimated hours per phase is shown on the included spreadsheet. The architect will be notified if the total number of estimated hours and fee are being approached and if an additional service request may be needed.

PARKITECTS COMPENSATION

1. **Schematic Design and Design Development Fee (See Exhibit A): Time and Materials Estimated Total Fee \$ 110,070**
2. **Additional Services: Hourly at rates per Exhibit A, or as otherwise**

Our fee will be billed based upon our work completed throughout our construction services phase of our contract. Please note that since structural submittals are completed very early in the project, our construction phase fee will generally be billed up to 100% prior to start of interior or exterior finishes.

Terms of payment are net 30 days. Should services be suspended or terminated prior to completion, work completed as of official notification to stop work shall be invoiced according to percentage of structural services complete, regardless of the status of drawings, or of the work of other parties. After all work is stopped, additional fees may apply to re-start the project.

PROJECT ASSUMPTIONS (See Exhibit A for information directly related to Parking Services)

Our fee and schedule for this work is based upon many assumptions typical for this type of structure. This information is not typically provided in the request for proposal description of the project.

1. The only warranty or guarantee made by TRC in connection with the services performed hereunder is that we will use that degree of care and skill ordinarily exercised under similar conditions by reputable members of our profession practicing in the same or similar locality. No other warranty, expressed or implied, is made or intended by our proposal for consulting services, by our furnishing oral or written reports, or by furnishing drawings and specifications.

Please Initial _____

2. TRC will not perform the design of site retaining walls, signage, building knee walls, or other landscaping elements such as utility or drainage structures sidewalks etc. The edge of the building superstructure will be the line at which we will separate our scope of work from civil. However, we will provide the design of concrete building retaining walls for varying soil elevations throughout the perimeter of the building and interior. We will also design structures such as Porte Cocheres, walk way roofs, and slabs on grade, or retaining structures directly below the roofs of these structures.
3. Construction administration, although itemized under scope of services, is a requirement of our contract and cannot be excluded. TRC requires shop drawings to be provided as indicated on our construction documents. If TRC is not provided with shop drawings for review and the project is built, TRC will assume no liability for any misinterpretations of design intent as indicated on our construction documents.
4. The structure shown on contract documents is structurally adequate only in its completed form. The contractor is responsible for temporarily bracing all soil, forms, concrete, steel, masonry, wood, to resist gravity, soil, wind, and seismic loads during construction TRC will not provide any engineering or design for said systems.
5. TRC will design the tilt wall panels for final loads such as wind and gravity loads once the panel has been installed. TRC will not design reinforcing for the tilt wall panels required for lifting the panel into place. This temporary reinforcing steel is depended upon means and methods of construction and will require design by a registered engineer. TRC will require signed and sealed calculations and shop drawings.
6. Our fee does not include the design of pump openings, crane openings, crane attachments to structure, crane foundations, temporary shoring, pour strips or control joints other then what is shown on structural plans, or any other engineering items related to the contractors means and methods of building the structure.
7. Our proposal is based upon the assumption that all of the structures will be supported by a shallow foundation system and that a standard soil supported slab-on-grade is feasible (no framed or structural slabs-on-grade or grade beams required).
8. Engineering and drafting services normally provided by delegate engineer will not be included in our scope of work. These services include, but are not limited to; heavy timber, wood trusses, light gauge steel trusses, light gauge steel framing, interior walls that are not used to support the structure, mansards and miscellaneous framing, precast concrete elements, steel stairs, steel ship ladders, railings, railing attachments to structure, or aluminum items. We will provide cold formed steel framing sizes and details only when the cold formed framing is used as a structural load bearing wall to support roof or floor loads, in exterior wind exposed locations, or when used as a shear wall.
9. Other services not included by TRC are multiple printing and distribution of permitting (except as defined under Deliverables), bidding, cost estimating, in-depth examination of alternative structural systems, and architectural design and detailing responsibilities. We may, however, provide a few structural options that could be a fit for the particular type of project during the schematic drawing phase of the project. These options, if provided, will be in narrative or hand sketch plan and section format and we will discuss advantages and disadvantages of

the proposed systems. Cost estimating of these options should be performed by a contractor at this time.

10. Our scope of work for the building does not include specific tenant “build-out” work that would include but not be limited to interior storefront framing, interior mezzanines (above the main floor levels), stepped, elevated floor structures that may be required at various elevations within the tenant space above a main floor level, special ceiling structures or features, special signage structures or support requirements or other tenant-required elements that may require the services of a structural engineer after the completion of construction documents. We will provide steps in floor for floor finishes, slab recesses, and mezzanines that are required by architect on original design drawings.
11. We have assumed that complete structural and architectural drawings of the existing building will be provided to us in full-size bond format and an electronic format compatible with Auto CAD software. Our scope of work does not include field measurements or material testing to verify existing structural drawings or to determine structural member sizes or properties. We shall assume that structural drawings provided accurately depict existing conditions. We will not be held responsible for any damages caused by incorrect information depicted on drawings we receive.
12. Please note that creation of record documents, which generally includes incorporation of RFI information into our drawings or construction related changes to contract documents, would be considered additional services.
13. Our scope of work does not include formatting and preparing calculations for submittal to any outside party or responding to peer review questions or comments.

REQUIRED INFORMATION

Our fee is dependent upon receiving the following information for our work:

1. A geotechnical engineering report containing allowable design bearing pressure values, subgrade preparation recommendations, pile or pier lateral and bearing capacities (if applicable), lateral earth pressure values (active, passive, and at-rest), and coefficient of friction against sliding will be required. Our work is based upon receiving foundation and slab-on-grade recommendations from a geotechnical engineer. A geotechnical engineer must provide foundation and slab on grade recommendations prior to construction. If a geotechnical investigation and report is not performed and provided to TRC for our use prior to design, TRC, upon request, will be willing to assume a bearing capacity and foundation system provided that a geotechnical investigation is performed to verify our assumptions prior to construction, the owner has been informed of the risks, and the owner is willing to accept all associated liability. If the geotechnical engineer determines that assumptions made by TRC are not adequate given the actual soil conditions, required structural modifications to the foundation will be billed as additional service as described herein.
2. Architectural scale electronic (AutoCAD 2007, Revit or compatible) base plans, elevations, and sections which accurately represent the building. We will provide structural information for the development of these as required.
3. Dimensions to all edge of concrete slabs, load bearing walls, beam offsets, and column center lines with 1/8” minimum tolerance and 1/8” rounding and accuracy. Grid lines for all columns with dimensions are to be provided by architect. An electronic copy of architectural “working

Please Initial _____

drawings” must be provided a minimum of two weeks prior to each issuance of our drawings or specifications.

4. After each drawing issue, we will need a full electronic set of drawings and specifications for all disciplines.
5. A list of all local codes and ordinances which affect our work prior to development of design development drawings.

Additional information will be required throughout the design and construction phase of the work. Our fee reflects an understanding that such information will be provided in a timely manner in the effort of making the project a success for both our companies.

MEETINGS:

We consider meeting with your staff and with the contractor throughout the project development and construction an essential tool for the success of a project. Based upon our experience with similar projects, we have included the following meetings in our scope of work for this project:

- One scope of work review meeting, "kick-off" meeting.
- 8 Architectural coordination meetings
- 4 MEP coordination meetings
- 2 Preconstruction meetings

All meetings listed above are considered to be local, (within 30 miles of our office), and each meeting length not exceeding three hours. We will attend additional meetings if requested by your office. These additional meetings will be billed hourly at the rates listed in this proposal, or as otherwise agreed upon.

DELIVERABLES:

Based upon our experience with projects of this size and complexity, we will provide benchmark deliverables as itemized below:

Schematic Design: One set of hand drawn markups on architectural plan drawings, which provides general information of structural systems for foundation, floor framing, and roof framing or a structural narrative. This set may be used for general pricing by the contractor, but shall not be used for bid or construction purposes. No attempt was made to cover all conditions, which may affect cost. The estimator must use his knowledge of similar projects to provide appropriate allowances for structural scope of work.

Design Development: One set of drawings, which provides typical plans with structural information for foundation, floors, and roofs. Typical details and general notes may be provided at this time. See Schematic Design above for contractor pricing notes.

Coordination Drawings: 3 different coordination issues which will include one set of drawings at various stages of completion. The last coordination set will include specifications.

Permit: Three sets of signed and sealed drawings and specifications on bond. Electronically signed and sealed drawings can be issued if required.

We can provide additional sets of our structural drawings for this project if requested by your office or the contractor at a time and material basis. Typically, time and material costs for additional drawings are roughly \$5.00 per sheet for bond.

We understand that during the design development phase of this project changes may be required of the structural system, architectural base plans, or structural layout. We have included only minor changes such as these in our scope of work. However, any major changes requested after our

issuance of Design Development drawings are not included in our scope of work and will be considered an additional service.

CONSTRUCTION ADMINISTRATION: (EXCLUDED FROM THIS AGREEMENT)

Our construction administration services are intended to provide support during the construction phase of the project to aid the contractor in the understanding of the design intent or our drawings. These services are limited to answering legitimate requests for information (RFI's), limited discussion with the field, scope of work review meeting and preconstruction meetings with contractor and subcontractors (quantity as indicated in the meetings sections of this proposal) and review of shop drawings. Not included in our scope of work are the following items: value engineering, unforeseen site conditions, review of change orders, and resolution of construction errors.

RFI's are considered legitimate if the contractor has exercised due diligence to locate required information on contract documents. If the information requested, clarification or interpretation is apparent from reasonable observations of field conditions, contained in previous RFI's, contract documents or reasonably inferred from them, the contractor shall be responsible for all reasonable costs charged for additional services required to provide such information.

Our services include one single review of each submittal. Submittals are considered released for construction or fabrication when the submittal is stamped "accepted as submitted" or "accepted as noted." Once a submittal has received this stamp, additional shop drawing reviews of this submittal will be considered outside the scope of work of this proposal.

Our review of submittals will be limited to checking for general conformance with the design concept and information shown on Structural Construction Documents. Our review does not relieve the contractor of his duty to ensure shop drawings are in compliance with Contract Documents. Our review will not include reviewing for accuracy or completeness of details, such as quantities, dimensions, fabrication process, construction means or methods, coordination of work with other trades, or construction safety precautions, all of which are the sole responsibility of the contractor. Comments made on shop drawings are to be considered only a courtesy to the contractor. We will not be held responsible for any deviations from the construction documents not specifically brought to the attention of our office in writing by the contractor. Any incomplete or partial submittal may be returned to the contractor. Any submittal that does not appear to be checked by the contractor may not be reviewed and may be rejected.

We will require a minimum of 10 working days in our office to review each complete submittal. If more than one submittal is received by our office in a day, the first submittal will require a minimum of 10 days and each additional submittal will require one additional day. Large submittals will require additional time as indicated below:

- Steel shop drawings: 10 days for first 50 total full-size drawings. 1 day additional for each additional 50 sheets.
- Reinforcing steel or post tension shop drawings: 10 days for first 10 full size drawings. 1 day additional for each additional 10 full size drawings.
- Floor or roof truss shop drawings: 10days for first 80 letter size truss piece drawings. 1 day additional for each additional 80 letter size truss piece drawings.
- Cold Formed Steel Shop drawings: 10 days for first 30 full size drawings. 1 day additional for each additional 30 full size drawings.

It may be possible to accelerate this schedule provided that either we receive a schedule of deliverables from the contractor two weeks prior to issuance of submittals, or if we are able to dedicate additional staff to the project for review of submittals. If we are required to maintain

Please Initial _____

additional staff dedicate to project submittal review, these services, are not included in our fee and will be classified as an additional service.

SITE VISITS:

In addition to threshold inspections, we recommend that an engineer from our firm who is most familiar with the project visit the site to observe construction and provide a written report of our observations. Our site visits are not intended to be a continuous inspection of construction work, sampling and testing of construction materials, or to substitute visits from any code required special inspector. These site visits are intended to provide an additional quality control measure and are intended to review visible work for general compliance with contract documents. We will observe the work in various stages of completion and point out deviances from the contract documents that may be visible during the site visit. At the completion of each visit, we will provide a brief written field report of our observations. As is the case for Threshold type Special Inspection, we will not supervise, direct or have control over the contractor's work nor have any responsibility for the construction means, methods, techniques, sequences, or procedures selected by the contractor. We shall not be held responsible for any acts or omissions or failures of the contractor to perform work in accordance with construction documents, or any applicable laws, codes rules or regulations. At our option, we may, at the time of our visit, inform the contractor of observed deviances with the contract documents. Our work will be limited to review of visible structural work at the current stage of completion. We will not remove finishes, temporary shoring or forming, stored materials or any other items that may obscure the view of structural elements. Additionally, the presence of our firm at the site shall not relieve the general contractor of duties and responsibilities for the means and methods of jobsite safety. We will not review or provide any consultation to the contractor for means and methods to ensure job site safety.

SPECIAL INSPECTIONS:

In accordance with Florida Statutes Section 553.71(7) buildings that exceed 50 feet, three stories, or occupancy greater than 500 persons must be classified as a Threshold Building. Based upon our understanding of the project as described by your office, this building is a Threshold Building and will require special inspections by special inspectors certified in accordance with Florida Statutes Chapter 471 and 481. Our office will provide a written Special Inspection Plan and, for an additional service, will perform special inspections as specified in Florida Statutes and prescribed by the Special Inspection Plan. We will visually inspect structural components as defined by inspection plan, write a report of our findings, and provide copies to the building official and your office. The report will include any deficiencies and whether or not the deficiencies have been corrected. At the completion of our inspections, we will prepare a final inspection report indicating that to the best of our knowledge the structure has been constructed in accordance with construction documents, provided all reported deficiencies have been corrected and or repaired to our satisfaction.

ADDITIONAL SERVICES:

Services not specifically detailed herein such as Owner, Contractor, or Architect changes after issue of design development drawings, configuration changes, value engineering, unforeseen site conditions, resolution of construction errors, changes in building complexity or size outside what is described above, deep or special foundation system (for buildings two stories or less), change order review, review of contractor's pricing, contractor pay application review, or other work defined as additional services above will be considered outside our scope of work. If the assumptions noted in this proposal are incorrect as a result of unforeseen project developments, an additional service agreement may also be required. After request of any additional services, we will notify your office in writing of the specific request outside our scope of work. We will include our fee agreement (hourly at rates noted in this proposal or as otherwise agreed upon) and schedule for the additional work.

Please Initial _____

We will not proceed with additional service-related work without a signed authorization to proceed from your office.

QUALIFICATIONS:

Our staff is composed of highly qualified engineers with many years of experience in the design of this type of structure.

We appreciate the opportunity to provide you with this proposal and for your interest in our firm. We look forward to working with you on this project. Please review the attached Service Authorization Form and General Conditions which are considered part of our agreement, and return a signed copy to authorize commencement of services. Please contact us should you require any additional information.

Sincerely,
Jenkins and Charland, Inc.
DBA TRC Worldwide Engineering



Donata M. Williams, P.E.
Managing Principal

By signing below, you agree that you have read, understand, and will abide by the terms and conditions of this proposal, including the terms and conditions on the attached General Terms and Conditions:

Signature

Date

Printed Name

Title

PLEASE SIGN AND RETURN THE ACCEPTED PROPOSAL WHERE INDICATED ABOVE AND COPY, INITIAL, & RETURN THE GENERAL CONDITIONS. PLEASE COMPLETE BILLING INFORMATION BELOW.

BILLING CONTACT INFORMATION

Billing Contact Name

Email for Remittance

Billing Phone

Please Initial _____



RATE SCHEDULE

| | |
|---------------------------------------|--------------------|
| MANAGING PRINCIPAL / DIVISION MANAGER | \$ 250.00 PER HOUR |
| PRINCIPAL | \$ 225.00 PER HOUR |
| SENIOR PROJECT MANAGER | \$ 200.00 PER HOUR |
| PROJECT MANAGER | \$ 185.00 PER HOUR |
| PROJECT ENGINEER | \$ 150.00 PER HOUR |
| INSPECTOR | \$ 125.00 PER HOUR |
| CADD DESIGNER | \$ 125.00 PER HOUR |
| CLERICAL | \$ 85.00 PER HOUR |
| EXPERT WITNESS | \$ 350.00 PER HOUR |

** Minimum hourly billings will apply to certain activities such as site visits and field reports, refer to the General Terms and Conditions attached for further information.

** The hourly rates listed above are only applicable to the 2024 Calendar Year, rates are subject to change on January 1st of each subsequent year.

Please Initial _____

GENERAL TERMS AND CONDITIONS

1. Interest of 1.5% per month (but not exceeding the maximum rate allowable by law) will be payable on any amounts not paid within 30 days, payment thereafter to be applied first to accrued interest and then to the principal unpaid amount. Any attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by the Client.
2. In the event payment for an invoice is not made within 30 days, TRC Worldwide Engineering, Restoration and Inspection, LLC. (TRC) reserves the right to notify the Client of our intention to stop work on the project.
3. Inasmuch as the remodeling and/or rehabilitation of an existing structure requires that certain assumptions be made by TRC regarding existing conditions, and because some of these assumptions may not be verifiable without the Client expending substantial sums of money or destroying otherwise adequate or serviceable portions of the structure, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless TRC, its officers, directors, employees and subconsultants (collectively, TRC) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with a remodeling or rehabilitation Project, excepting only those damages, liabilities or costs attributable to the sole negligence and willful misconduct by TRC.
4. In the event the Client makes a claim against TRC, at law or otherwise, for any alleged error, omission or other act arising out of the performance of our professional services, and the Client fails to prove such claim, then the Client shall pay all costs, including attorney's fees, incurred by TRC in defending itself against the claim.
5. The only warranty or guarantee made by TRC in connection with the services performed hereunder is that we will use that degree of care and skill ordinarily exercised under similar conditions by reputable members of our profession practicing in the same or similar locality. No other warranty, expressed or implied, is made or intended by our proposal for consulting services, by our furnishing oral or written reports, or by furnishing drawings and specifications.
6. Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to sub-consultants, normally contemplated by the Consultant as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.
7. The outlined scope of services will be accomplished in a timely, workmanlike and professional manner by employees or agents of TRC at the fees quoted. If during the execution of the work we are required to stop operations as a result of changes in the scope of work such as requests by the Client, or others, additional charges will be applicable.
8. Neither the professional activities of TRC, nor the presence of TRC or its employees and subconsultants at a construction/project site, shall impose any duty on TRC, nor relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. TRC 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. The Client agrees that the General Contractor shall be solely responsible for jobsite and worker safety and warrants that this intent shall be carried out in the Client's contract with the General Contractor. The Client also agrees that the General Contractor shall defend and indemnify the Client, TRC and TRC's subconsultants. The Client also agrees that the Client, TRC and TRC's subconsultants shall be made additional insureds under the General Contractor's policies of general liability insurance.
9. TRC maintains Worker's Compensation and Employer's Liability Insurance in conformance with state law. In addition, we maintain Professional Liability Insurance with limits of \$1,000,000. A Certificate of Insurance can be supplied evidencing such coverage. Cost of this coverage is included in our quoted fees. Additional insurance or increased limits of liability are available upon written request for an additional charge.
10. Sales tax, if applicable, shall be an additional charge to all hourly rates, fees and reimbursable expenses. All fees quoted are valid for two months unless specified.
11. All reports, drawings, specifications, computer files, field data, notes, and other documents and instruments prepared by TRC as instruments of service shall remain the property of TRC. TRC shall retain all common law, statutory and other reserved rights, including, without limitation, the copyrights thereto.
12. This agreement is to be governed by the laws of the State of Florida. The venue for legal action arising out of this agreement shall lie exclusively in the Circuit Court in and for Broward County, Florida
13. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the TRC. TRC's professional services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against TRC because of this Agreement or the performance or nonperformance of professional services hereunder. The Client and TRC agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this Project to carry out the intent of this provision.
14. TRC agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers and employees (collectively, Client) against all damages, claims, liabilities or costs, including reasonable attorneys' fees and defense costs, to

Please Initial _____

the extent caused by TRC 's negligent performance of professional services under this Agreement. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless TRC, its officers and employees (collectively, TRC) against all damages, claims, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts taken in connection with the project set forth in this Agreement. Neither TRC nor the Client shall be obligated to indemnify or hold harmless the other party in any manner whatsoever for the other party's own negligence.

15. In the event of termination of this Agreement by either party, the Client shall within fifteen (15) calendar days of termination pay TRC for all services rendered and all reimbursable costs incurred by TRC up to the date of termination, in accordance with the payment provisions of this Agreement. The Client may terminate this Agreement for the Client's convenience and without cause upon giving TRC not less than seven (7) calendar days' written notice. Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for any of the following reasons:
 - a. Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;
 - b. Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;
 - c. Suspension of the Project or the Consultant's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate;
 - d. Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.
16. In the event of any termination that is not the fault of TRC, the Client shall pay TRC, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by TRC in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination.
17. Notwithstanding any other provisions of this Agreement, and to the fullest extent permitted by law, neither the Client nor TRC, their respective officers, directors, partners, subsidiaries, 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, this Agreement, or the performance of professional services under this Agreement. This mutual waiver of incidental, indirect or consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or 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 the Client and TRC shall require similar waivers of incidental, indirect or consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.
18. In recognition of the relative risks, rewards and benefits of the project to both the Client and the Engineer (TRC), the risks have been allocated so that the Client agrees that, to the fullest extent permitted by law, TRC's total liability to the Client, for any and all injuries, claims, losses, expenses, damages or claims expenses arising out of this agreement, from any cause or causes, shall not exceed the total amount of \$50,000, the amount of TRC's fee (whichever results in least dollar amount) or other amount agreed upon when added under special conditions. Such causes include, but are not limited to, TRC's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.
19. In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and TRC agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to non-binding mediation. The Client and TRC further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution among the parties to all those agreements.
20. On-site observations (Site Visits) that are performed on an hourly basis shall include commuting time to and from the jobsite. Given the disruption of work hours as a result of on-site observations, the minimum hourly charge for such site visits shall be four (4) man hours regardless of the actual commute time and time on site. The minimum charge for field observation reports shall be two (2) man hours. When the word "inspection" is used in conversation or written communication, it is intended to be defined as "visual observations of conditions". TRC's site visits and observations are not a substitute for any official inspection required by the Authority Having Jurisdiction.

Pursuant to Section 558.0035 F.S., an individual employee or agent of consultant (TRC) may not be held individually liable for negligence arising out of or related to this agreement and the services provided.

Please Initial _____

| Phases | TRC Worldwide Engineers (Jenkins and Charland, Inc.) | | | | | Parkitects (Sub-consultant to TRC) | | | | | | |
|--|--|---------------|--------------|--------------|--------------|------------------------------------|---------------|--------------|--------------|----------------------|--------------|-----------|
| | Principal | Sr. Proj Mgr. | Project Mgr. | Project Eng. | BIM Tech. | Admin | Principal | Associate | Sr. Designer | Sr. Design Assistant | Int. Drafter | Admin |
| | \$ 250.00 | \$ 200.00 | \$ 185.00 | \$ 150.00 | \$ 125.00 | \$ 85.00 | \$ 295.00 | \$ 225.00 | \$ 125.00 | \$ 85.00 | \$ 75.00 | \$ 50.00 |
| | 40 | 40 | 40 | 52 | 52 | | 48 | 80 | 75 | 130 | | 2 |
| Schematic Design (Including Conceptual Design) | \$ 10,000.00 | \$ 8,000.00 | \$ 7,400.00 | \$ 7,800.00 | \$ 6,500.00 | \$ - | \$ 14,160.00 | \$ 18,000.00 | \$ 9,375.00 | \$ 11,050.00 | \$ - | \$ 100.00 |
| | 40 | 50 | 75 | 75 | 75 | | 48 | 80 | 75 | 130 | 60 | 6 |
| Design Development | \$ 10,000.00 | \$ 10,000.00 | \$ 13,875.00 | \$ 11,250.00 | \$ 9,375.00 | \$ - | \$ 14,160.00 | \$ 18,000.00 | \$ 9,375.00 | \$ 11,050.00 | \$ 4,500.00 | \$ 300.00 |
| | | | | | | | | | | | | |
| Construction Documents | | | | | | | | | | | | |
| 50% Construction Drawings | 20 | 40 | 80 | 80 | 80 | | 96 | 160 | 150 | 260 | 60 | 8 |
| 90% Construction Documents | 20 | 36 | 60 | 60 | 60 | | | | | | | |
| 100% Construction Documents | 5 | 9 | 16 | 16 | 16 | | | | | | | |
| | 45 | 85 | 156 | 156 | 156 | | | | | | | |
| CD SUB-TOTAL | \$ 11,250.00 | \$ 17,000.00 | \$ 28,860.00 | \$ 23,400.00 | \$ 19,500.00 | \$ - | \$ 28,320.00 | \$ 36,000.00 | \$ 18,750.00 | \$ 22,100.00 | \$ 4,500.00 | \$ 400.00 |
| | 2 | 2 | 10 | 8 | 8 | | | | | | | |
| Building Permitting | \$ 500.00 | \$ 400.00 | \$ 1,850.00 | \$ 1,200.00 | \$ 1,000.00 | \$ 170.00 | | | | | | |
| | | | | | | | | | | | | |
| PERMITTING SUB-TOTAL | \$ 500.00 | \$ 400.00 | \$ 1,850.00 | \$ 1,200.00 | \$ 1,000.00 | \$ 170.00 | \$ 5,120.00 | | | | | |
| | | | | | | | | | | | | |
| Bidding | \$ 500.00 | \$ 800.00 | \$ 1,480.00 | \$ 1,800.00 | \$ 500.00 | \$ 170.00 | | | | | | |
| | | | | | | | | | | | | |
| BIDDING SUB-TOTAL | \$ 500.00 | \$ 800.00 | \$ 1,480.00 | \$ 1,800.00 | \$ 500.00 | \$ 170.00 | \$ 5,250.00 | | | | | |
| | | | | | | | | | | | | |
| Construction Administration | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | | | | |
| | | | | | | | | | | | | |
| CA SUB-TOTAL | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | | | | |
| | | | | | | | | | | | | |
| SUB-TOTAL | \$ 32,250.00 | \$ 36,200.00 | \$ 53,465.00 | \$ 45,450.00 | \$ 36,875.00 | \$ 340.00 | \$ 204,580.00 | | | | | |
| | 129 | 181 | 289 | 303 | 295 | 4 | | | | | | |

27 January 2025 – Revised



Mr. Chris Zimmerman
President
CPZ Architects, LLC
4316 West Broward Boulevard
Plantation, Florida 33317

**Re: Professional Services Fee Proposal - MEP/FP Design Engineering
City of Port St. Lucie – City Hall Expansion**

Dear Chris:

OCI / CMTA, is pleased to present our fee proposal for the above referenced project. Following is a scope of work and compensation for the project. If the proposal is acceptable, please sign and return a copy for our files.

The Project and Scope of Work:

Per RFQ, the project will entail the design for the expansion of the Port St. Lucie City Hall and will support the following components:

Scope of Services for the City Hall shall include, but is not limited to:

1. Efficiency assessment of existing City Hall, space/needs assessment for the next 15-20 years.
2. The existing facility is three (3) floors and a total of approximately 75,000 square feet.
3. Determination of expansion needs for the City Hall to provide for future needs.
4. Review of the current departmental organization with the existing building.
5. Based on the review of the site, drainage, parking, logistics, circulation, etc. consideration will be to maximize the building square footage for the next 15 to 20 years.
6. Review and recommendation for security features.
7. Design, construction drawings, permitting, bidding, construction administration and completion of the expansion to the City Hall.
8. Overall assessment of the existing site conditions including drainage, circulation, landscape, and lighting.
9. Parking evaluation for the entire site and all buildings located with the City Hall Complex.
10. Design of a new parking garage to centralize parking. Construction shall be prefabricated precast concrete.
11. The garage is estimated at five (5) stories and approximately 525 parking spaces.

12. Aesthetics shall be a major consideration.
13. Electric vehicle charging facilities.
14. Operating system design control access and revenue control.
15. Emergency usage and protection of City vehicles.
16. Connectivity and pedestrian circulation within the complex and between buildings.
17. Traffic engineering shall be provided for the proposed design.
18. Security and lighting throughout the complex.
19. Signage and wayfinding throughout.

Overall Project Scope of Services also includes, but is not limited to:

Environmental and usage assessment of the property, efficiency assessment of building usage/floor plan/connectivity, comprehensive phasing study and cost estimates, associated site work for parking, drainage, lighting, and landscaping in accordance with the City of Port St. Lucie Ordinances and all agencies having jurisdiction. The building and addition, parking garage, and site work shall consist of advanced electrical and telecom systems, fire protection, security surveillance, access control, and green building initiatives.

The primary Consultant shall be an architect licensed in the State of Florida with experience in public administrative and facility design.

Overall site and building designs shall be designed as a resilient, hardened structure able to withstand loading in accordance with Risk Category IV Building, Exposure C per Chapter 16 of the 2023 Florida Building Code, 8th. Edition. The facility shall also be designed in accordance with the Florida Statute Chapter 255.251 “Energy Conservation and Sustainable Buildings Act” and F.S. 255.2575 “Energy Efficient and Sustainable Buildings”. The Design Architect will administer the project development process with planning, design development, final plans and permitting.

The following is an outline of the anticipated design needs and overall project scope, however additional items may be required:

1. Programing and Planning
 - A. Evaluate existing conditions.
 - B. Evaluation of space / needs
2. Review of site & environmental assessment
 - A. Geotechnical
 - B. Survey – the City has a current survey.
 - C. Environmental conditions and constraints
 - D. Property rights and limitations
 - E. Usage study & conceptual plans
 - F. Proposed single phase and multi-phasing plan.
 - G. Cost-benefit analysis

3. Design
 - A. Detailed building design
 - B. Schematic Design
 - C. Design Development
 - D. Construction Documents
 - E. Site plan and engineering
 - F. Community and council presentations
 - G. Utility connections
 - H. Specifications
 - I. Cost estimating
4. Permitting (all agencies)
5. Bidding
6. Construction Administration
 - A. Shop Drawing Review & Approval
 - B. RFI Review & Response
 - C. Site meetings

Scope of Work and Compensation:

Provide professional Mechanical, Electrical, Plumbing and Fire Protection Design Engineering Services. Our scope of work and compensation will be as follows:

City Hall / Parking Garage

Pre-Design Services

OCI's MEP/FP scope will also include pre-design services to assist in developing MEP/FP concepts and standards in preparation for the start of architectural designs. OCI will participate in the Project Pre-Design Services by participating in meetings, design items such as equipment room sizes, recommendations of equipment types, sizes, system narratives and system evaluations, as necessary.

Mechanical Engineering

- Design Engineering for a complete centralized building HVAC System.
- Design Engineering for Ventilation System to support the garage, as required.

Electrical Engineering

- Design Engineering for Electrical Power, Circuiting and Building Emergency Power (Limited to Life Safety Only).
- Design Engineering for Buildings Electrical Power, Power Panels and Distribution to support all Electrical, Mechanical and Plumbing Equipment.

- Design Engineering for Power Distribution, Switching/Controls and Circuiting of Interior and Exterior Lighting Fixtures, as designed or selected by Others.
- Design Engineering for Fire Alarm Systems Design and Performance Specification.
- Electrical Power for Gas Pumps, as required.
- Coordination with Specialty Equipment Vendors Power Requirements, Cut Sheets.

DAS/BDA System Design Engineering for Performance Specification / Infrastructure:

- Design efforts to include conduit infrastructure design for the main backbone risers and junction boxes for preliminary indoor antenna locations.
- Provide equipment locations in electrical rooms or utility rooms for remote amplifiers (if required) and necessary power connections.
- Coordination with architect for providing 2-hour rating enclosures/rooms to protect DAS equipment and backbone conduits as necessary per code.
- Provide connection to building Fire Alarm System for code required supervision of the DAS radio system.
- Design for electrical power infrastructure to provide power and UPS backup power for DAS system components.
- Coordination with the DAS system contractor and manufacturer shop drawings for the exact placement & quantities of indoor/outdoor antennas and other components.

Plumbing Engineering

- Design Engineering for Domestic Water Supply, Hot Water Source, Sanitary Sewer and drainage for Main Building and Garage.

Fire Protection Design

- Design Engineering for Fire Sprinkler System Performance Specification and Sprinkler Head Layout per 61G15-32, as required.

Compensation

Our fee for this project will be \$399,160.00, plus customary reimbursable expenses.

We would anticipate our billing breakdown to be as follows:

- | | |
|-------------------------------|--------------|
| • Programming and Planning | \$ 24,590.00 |
| • Schematic Design | \$ 73,950.00 |
| • Design Development | \$ 97,900.00 |
| • 50% Construction Documents | \$ 88,840.00 |
| • 100% Construction Documents | \$ 88,840.00 |
| • Permitting | \$ 12,520.00 |
| • Bid Assistance | \$ 12,520.00 |

City Hall

Pre-Design Services

OCI's MEP/FP scope will also include pre-design services to assist in developing MEP/FP concepts and standards in preparation for the start of architectural designs. OCI will participate in the Project Pre-Design Services by participating in meetings, design items such as equipment room sizes, recommendations of equipment types, sizes, system narratives and system evaluations, as necessary.

Mechanical Engineering

- Design Engineering for a complete centralized building HVAC System.

Electrical Engineering

- Design Engineering for Electrical Power, Circuiting and Building Emergency Power (Limited to Life Safety Only, as Required).
- Design Engineering for Buildings Electrical Power, Power Panels and Distribution to support all Electrical, Mechanical and Plumbing Equipment.
- Design Engineering for Power Distribution, Switching/Controls and Circuiting of Interior and Exterior Lighting Fixtures, as designed or selected by Others.
- Design Engineering for Fire Alarm Systems Design and Performance Specification.
- Electrical Power for Gas Pumps, as required.
- Coordination with Specialty Equipment Vendors Power Requirements, Cut Sheets.

DAS/BDA System Design Engineering for Performance Specification / Infrastructure:

- Design efforts to include conduit infrastructure design for the main backbone risers and junction boxes for preliminary indoor antenna locations.
- Provide equipment locations in electrical rooms or utility rooms for remote amplifiers (if required) and necessary power connections.
- Coordination with architect for providing 2-hour rating enclosures/rooms to protect DAS equipment and backbone conduits as necessary per code.
- Provide connection to building Fire Alarm System for code required supervision of the DAS radio system.
- Design for electrical power infrastructure to provide power and UPS backup power for DAS system components.
- Coordination with the DAS system contractor and manufacturer shop drawings for the exact placement & quantities of indoor/outdoor antennas and other components.

Plumbing Engineering

- Design Engineering for Domestic Water Supply, Hot Water Source, Sanitary Sewer and drainage for Main Building.

Fire Protection Design

- Design Engineering for Fire Sprinkler System Performance Specification per 61G15-32.

Compensation

Our fee for this project will be \$346,940.00, plus customary reimbursable expenses.

We would anticipate our billing breakdown to be as follows:

- | | |
|----------------------------|-------------|
| • Programming and Planning | \$21,300.00 |
| • Schematic Design | \$64,140.00 |
| • Design Development | \$85,200.00 |
| • Construction Documents | \$77,100.00 |
| • Construction Documents | \$77,100.00 |
| • Permitting | \$11,050.00 |
| • Bid Assistance | \$11,050.00 |

Parking Garage

Pre-Design Services

OCI's MEP/FP scope will also include pre-design services to assist in developing MEP/FP concepts and standards in preparation for the start of architectural designs. OCI will participate in the Project Pre-Design Services by participating in meetings, design items such as equipment room sizes, recommendations of equipment types, sizes, system narratives and system evaluations, as necessary.

Mechanical Engineering

- Design Engineering for an HVAC System to support elevators, as required.
- Design Engineering for Ventilation System to support the garage, as required.

Electrical Engineering

- Design Engineering for Electrical Power, Circuiting and Building Emergency Power (Limited to Life Safety Only, as Required).
- Design Engineering for Buildings Electrical Power, Power Panels and Distribution to support all Electrical, Mechanical and Plumbing Equipment.
- Design Engineering for Power Distribution, Switching/Controls and Circuiting of Interior and Exterior Lighting Fixtures, as designed or selected by Others.
- Design Engineering for Fire Alarm Systems Design and Performance Specification.
- Coordination with Specialty Equipment Vendors Power Requirements, Cut Sheets.
- IT/Low voltage design for device locations, back boxes and cable routing to support Communication and access/security devices.

DAS/BDA System Design Engineering for Performance Specification / Infrastructure:

- Design efforts to include conduit infrastructure design for the main backbone risers and junction boxes for preliminary indoor antenna locations.

- Provide equipment locations in electrical rooms or utility rooms for remote amplifiers (if required) and necessary power connections.
- Coordination with architect for providing 2-hour rating enclosures/rooms to protect DAS equipment and backbone conduits as necessary per code.
- Provide connection to building Fire Alarm System for code required supervision of the DAS radio system.
- Design for electrical power infrastructure to provide power and UPS backup power for DAS system components.
- Coordination with the DAS system contractor and manufacturer shop drawings for the exact placement & quantities of indoor/outdoor antennas and other components.

Plumbing Engineering

- Design Engineering for Domestic Water Supply, Sanitary Sewer and Drainage Design.

Fire Protection Design

- Design Engineering for Fire Sprinkler System Performance Specification per 61G15-32.

Compensation

Our fee for this project will be \$52,220.00, plus customary reimbursable expenses.

We would anticipate our billing breakdown to be as follows:

- | | |
|-------------------------------|-------------|
| • Programming and Planning | \$ 3,290.00 |
| • Schematic Design | \$ 9,810.00 |
| • Design Development | \$12,700.00 |
| • 5% Construction Documents | \$11,740.00 |
| • 100% Construction Documents | \$11,740.00 |
| • Permitting | \$ 1,470.00 |
| • Bid Assistance | \$ 1,470.00 |

City Hall Expansion “IT Design”

IT Design to include Coordination with City of Port St. Lucie’s IT Team, Design Specifications and Equipment Selection for implementation of City’s Low Voltage Design/Systems Requirements for Low Voltage Systems such as Phone/Data, Fire Alarm, Alert System, Security, Access and for Owner Selected and Specified Systems. Efforts include Coordination with Selected Vendors.

Our fee for this project will be \$33,990.00, plus customary reimbursable expenses.

We would anticipate our billing breakdown to be as follows:

- | | |
|----------------------------|-------------|
| • Programming and Planning | \$ 4,350.00 |
| • Schematic Design | \$ 6,960.00 |
| • Design Development | \$ 8,000.00 |

- 50% Construction Documents \$ 6,280.00
- 100% Construction Documents \$ 6,440.00
- Permitting \$ 980.00
- Bid Assistance \$ 980.00

Site Parking Lot Lighting Design

Design Engineering for Site Parking Lot Lighting, Photometrics and if necessary 1 nighttime footcandle survey. Our fee for this project will be \$14,240.00, plus customary reimbursable expenses.

Please Note: Should Contractor fail the Nighttime Footcandle Survey, the Contractor will be responsible for any rechecks and will be responsible for our \$1,500.00 Fee, per Recheck.

We would anticipate our billing breakdown to be as follows:

- Programming and Planning \$ 900.00
- Schematic Design \$2,620.00
- Design Development \$3,490.00
- Construction Documents \$3,080.00
- Construction Documents \$3,080.00
- Permitting \$ 535.00
- Bid Assistance \$ 535.00

Overall Project Scope of Services:

Our Scope of Work and Services will include the following:

1. Design Team Meetings
2. Programming and Planning
3. Design Documents, Reviews and Responses for:
 - Schematic Design
 - Design Development
 - Construction Documents
 - Bidding and Negotiation
4. Responses to any Building Department Reviews.
5. Construction Administration Services such as Contractor RFI's, Shop Drawing Review and as Necessary, Periodic Site Visits for Observation of Work along with a Substantial and Final Inspection.

Line-Item Additional Services:

City Hall Emergency Generator

Electrical design engineering for a new emergency generator system that will power and support the City Hall Building. Our design fee for the generator, switchgear and connections will be \$17,500.00.

Site Lightning Protection Design

Design Engineering for Site Lightning Protection Design. Our fee for this effort will be \$19,500.00.

Fundamental Commissioning

Our fee to provide Fundamental Building Commissioning for the City Hall Building Addition of 30,000sf+, will be \$58,500.00 and will include the buildings new HVAC System and its Controls, Electrical Commissioning of Lighting and Light Controls, Plumbing and Hot Water Source.

Contractor As-Built Documents

Our fee for this effort will be \$17,500.00.

Reimbursable Expenses:

Printing/Reproduction and Methods of Delivery to be Billed at Direct Cost.

Additional Expenses:

Services requested or required beyond the basic scope of work shall be negotiated on an as needed basis at which time a proposal for additional services will be provided.

Excluded Items:

Services required beyond basic scope shall be negotiated on an as needed basis at which time a proposal for additional services will be provided.

- Building Commissioning
- Contractor As-Builts
- Design Changes after Issue and Acceptance of 50% Construction Documents
- Emergency Power
- IT/AV Design Engineering
- LEED Assistance / Energy Modeling
- Potable Water Storage
- Rational Analysis
- Revit Clash Detection
- Site Lighting Design
- Site Lightning Protection
- Value Engineering

Limits of BIM/Revit Design:

OCI's design standard for Revit is limited to Level of Development (LOD) 300.

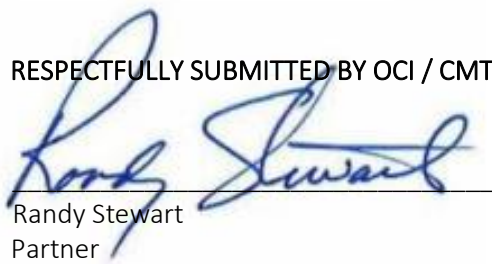
- LOD 300 - The Model Element is graphically represented within the Model as a specific system, object or assembly in terms of quantity, size, shape, location, and orientation.
- Non-graphic information may also be attached to the Model Element.
- Coordination without clash detection software will be focused on major hard clashes, major equipment layout and standard level of coordination to insure items fit within spaces/ rooms and ceiling cavities provided by architect.
- OCI does not provide design to Full Clash Detection until the Levels 350 and above are utilized.
- LOD 350 or above will require additional services

Terms and Conditions:

OCI / CMTA, will perform the Scope of Work as outlined above, plus customary reimbursable expenses and those selected additional service line items. Monthly invoices will be submitted based upon percent complete and are due upon receipt. Accounts unpaid for 45 days from the date of invoice are subject to a 1.5 percent per month service charge. Accounts unpaid for 75 days from the date of invoice will be a cause to suspend all performance under this Agreement. In the event of a suspension of services, OCI / CMTA, shall have no liability for any delay or other damage, contractual or otherwise, caused by or arising out of the suspension of services of nonpayment. Acceptance of any payment more than 75 days old shall not serve as a waiver of OCI / CMTA's contractual right to suspend service for nonpayment. Exhibit B "General Terms and Conditions" attached to this proposal is a part of this agreement.

PURSUANT TO FLORIDA STATUTE § 558.035, AN INDIVIDUAL EMPLOYEE OR AGENT OF OCI / CMTA, MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF PROFESSIONAL SERVICES RENDERED UNDER THIS PROFESSIONAL SERVICES CONTRACT.

RESPECTFULLY SUBMITTED BY OCI / CMTA,


Randy Stewart
Partner

CMTA

Randy.Stewart@cmta.com

O: 407-332-5110

C: 407-492-3630

27 January 2025

Date

Task 1: Programming

| | | | | | | |
|-----------------|----------------------------------|----------------|---|----------|---|---------|
| Principal/Mech | Registered Professional Engineer | \$210 per hour | x | 14 hours | = | \$2,940 |
| Mechanical | Registered Professional Engineer | \$195 per hour | x | 28 hours | = | \$5,460 |
| Electrical | Registered Professional Engineer | \$195 per hour | x | 14 hours | = | \$2,730 |
| Electrical | Senior Project Engineer | \$170 per hour | x | 28 hours | = | \$4,760 |
| Plumbing | Senior Designer | \$110 per hour | x | 28 hours | = | \$3,080 |
| Fire Protection | Senior Designer | \$110 per hour | x | 28 hours | = | \$3,080 |
| CAD | CAD Operator | \$80 per hour | x | 16 hours | = | \$1,280 |
| Clerical | Clerical | \$70 per hour | x | 18 hours | = | \$1,260 |

Task 1: Subtotal \$24,590

Task 2: Schematic Design

| | | | | | | |
|-----------------|----------------------------------|----------------|---|----------|---|----------|
| Principal/Mech | Registered Professional Engineer | \$210 per hour | x | 30 hours | = | \$6,300 |
| Mechanical | Registered Professional Engineer | \$195 per hour | x | 86 hours | = | \$16,770 |
| Electrical | Registered Professional Engineer | \$195 per hour | x | 32 hours | = | \$6,240 |
| Electrical | Project Engineer | \$170 per hour | x | 96 hours | = | \$16,320 |
| Plumbing | Senior Designer | \$110 per hour | x | 96 hours | = | \$10,560 |
| Fire Protection | Senior Designer | \$110 per hour | x | 96 hours | = | \$10,560 |
| CAD | CAD Operator | \$80 per hour | x | 48 hours | = | \$3,840 |
| Clerical | Clerical | \$70 per hour | x | 48 hours | = | \$3,360 |

Task 2: Subtotal \$73,950

Task 3: Design Development

| | | | | | | |
|-----------------|----------------------------------|----------------|---|-----------|---|----------|
| Principal/Mech | Registered Professional Engineer | \$210 per hour | x | 44 hours | = | \$9,240 |
| Mechanical | Registered Professional Engineer | \$195 per hour | x | 128 hours | = | \$24,960 |
| Electrical | Registered Professional Engineer | \$195 per hour | x | 44 hours | = | \$8,580 |
| Electrical | Project Engineer | \$170 per hour | x | 136 hours | = | \$23,120 |
| Plumbing | Senior Designer | \$110 per hour | x | 96 hours | = | \$10,560 |
| Fire Protection | Senior Designer | \$110 per hour | x | 104 hours | = | \$11,440 |
| CAD | CAD Operator | \$80 per hour | x | 76 hours | = | \$6,080 |
| Clerical | Clerical | \$70 per hour | x | 56 hours | = | \$3,920 |

Task 3: Subtotal \$97,900

Task 4: 50% Construction Documents

| | | | | | | |
|-----------------|----------------------------------|----------------|---|-----------|---|----------|
| Principal/Mech | Registered Professional Engineer | \$210 per hour | x | 44 hours | = | \$9,240 |
| Mechanical | Registered Professional Engineer | \$195 per hour | x | 108 hours | = | \$21,060 |
| Electrical | Registered Professional Engineer | \$195 per hour | x | 44 hours | = | \$8,580 |
| Electrical | Project Engineer | \$170 per hour | x | 120 hours | = | \$20,400 |
| Plumbing | Senior Designer | \$110 per hour | x | 96 hours | = | \$10,560 |
| Fire Protection | Senior Designer | \$110 per hour | x | 100 hours | = | \$11,000 |
| CAD | CAD Operator | \$80 per hour | x | 58 hours | = | \$4,640 |
| Clerical | Clerical | \$70 per hour | x | 48 hours | = | \$3,360 |

Task 4: Subtotal \$88,840

Task 5: 100% Construction Documents

| | | | | | | |
|-----------------|----------------------------------|----------------|---|-----------|---|----------|
| Principal/Mech | Registered Professional Engineer | \$210 per hour | x | 44 hours | = | \$9,240 |
| Mechanical | Registered Professional Engineer | \$195 per hour | x | 108 hours | = | \$21,060 |
| Electrical | Registered Professional Engineer | \$195 per hour | x | 44 hours | = | \$8,580 |
| Electrical | Project Engineer | \$170 per hour | x | 120 hours | = | \$20,400 |
| Plumbing | Senior Designer | \$110 per hour | x | 96 hours | = | \$10,560 |
| Fire Protection | Senior Designer | \$110 per hour | x | 100 hours | = | \$11,000 |
| CAD | CAD Operator | \$80 per hour | x | 58 hours | = | \$4,640 |
| Clerical | Clerical | \$70 per hour | x | 48 hours | = | \$3,360 |

Task 5: Subtotal \$88,840

Task 6: Permitting

| | | | | | | |
|-----------------|----------------------------------|----------------|---|----------|---|---------|
| Principal/Mech | Registered Professional Engineer | \$210 per hour | x | 2 hours | = | \$420 |
| Mechanical | Registered Professional Engineer | \$195 per hour | x | 18 hours | = | \$3,510 |
| Electrical | Registered Professional Engineer | \$195 per hour | x | 2 hours | = | \$390 |
| Electrical | Project Engineer | \$170 per hour | x | 18 hours | = | \$3,060 |
| Plumbing | Senior Designer | \$110 per hour | x | 18 hours | = | \$1,980 |
| Fire Protection | Senior Designer | \$110 per hour | x | 18 hours | = | \$1,980 |
| CAD | CAD Operator | \$80 per hour | x | 6 hours | = | \$480 |
| Clerical | Clerical | \$70 per hour | x | 10 hours | = | \$700 |

Task 6: Subtotal \$12,520

Task 7: Bid Assistance

| | | | | | | |
|-----------------|----------------------------------|----------------|---|----------|---|---------|
| Principal/Mech | Registered Professional Engineer | \$210 per hour | x | 2 hours | = | \$420 |
| Mechanical | Registered Professional Engineer | \$195 per hour | x | 18 hours | = | \$3,510 |
| Electrical | Registered Professional Engineer | \$195 per hour | x | 2 hours | = | \$390 |
| Electrical | Project Engineer | \$170 per hour | x | 18 hours | = | \$3,060 |
| Plumbing | Senior Designer | \$110 per hour | x | 18 hours | = | \$1,980 |
| Fire Protection | Senior Designer | \$110 per hour | x | 18 hours | = | \$1,980 |
| CAD | CAD Operator | \$80 per hour | x | 6 hours | = | \$480 |
| Clerical | Clerical | \$70 per hour | x | 10 hours | = | \$700 |

Task 7: Subtotal \$12,520

Task 8: Construction Administration - TBD

| | | | | | | |
|-----------------|----------------------------------|----------------|---|---------|---|-----|
| Principal/Mech | Registered Professional Engineer | \$210 per hour | x | 0 hours | = | \$0 |
| Mechanical | Registered Professional Engineer | \$195 per hour | x | 0 hours | = | \$0 |
| Electrical | Registered Professional Engineer | \$195 per hour | x | 0 hours | = | \$0 |
| Electrical | Project Engineer | \$170 per hour | x | 0 hours | = | \$0 |
| Plumbing | Senior Designer | \$110 per hour | x | 0 hours | = | \$0 |
| Fire Protection | Senior Designer | \$110 per hour | x | 0 hours | = | \$0 |
| CAD | CAD Operator | \$80 per hour | x | 0 hours | = | \$0 |
| Clerical | Clerical | \$70 per hour | x | 0 hours | = | \$0 |

Task 8: Subtotal \$0

Total Fee Task 1 - 8 \$399,160

Task 1: Programming

| | | | | | | |
|-----------------|----------------------------------|----------------|---|----------|---|---------|
| Principal/Mech | Registered Professional Engineer | \$210 per hour | x | 12 hours | = | \$2,520 |
| Mechanical | Registered Professional Engineer | \$195 per hour | x | 24 hours | = | \$4,680 |
| Electrical | Registered Professional Engineer | \$195 per hour | x | 12 hours | = | \$2,340 |
| Electrical | Senior Project Engineer | \$170 per hour | x | 24 hours | = | \$4,080 |
| Plumbing | Senior Designer | \$110 per hour | x | 24 hours | = | \$2,640 |
| Fire Protection | Senior Designer | \$110 per hour | x | 24 hours | = | \$2,640 |
| CAD | CAD Operator | \$80 per hour | x | 16 hours | = | \$1,280 |
| Clerical | Clerical | \$70 per hour | x | 16 hours | = | \$1,120 |

Task 1: Subtotal \$21,300

Task 2: Schematic Design

| | | | | | | |
|-----------------|----------------------------------|----------------|---|----------|---|----------|
| Principal/Mech | Registered Professional Engineer | \$210 per hour | x | 28 hours | = | \$5,880 |
| Mechanical | Registered Professional Engineer | \$195 per hour | x | 80 hours | = | \$15,600 |
| Electrical | Registered Professional Engineer | \$195 per hour | x | 28 hours | = | \$5,460 |
| Electrical | Project Engineer | \$170 per hour | x | 80 hours | = | \$13,600 |
| Plumbing | Senior Designer | \$110 per hour | x | 80 hours | = | \$8,800 |
| Fire Protection | Senior Designer | \$110 per hour | x | 80 hours | = | \$8,800 |
| CAD | CAD Operator | \$80 per hour | x | 40 hours | = | \$3,200 |
| Clerical | Clerical | \$70 per hour | x | 40 hours | = | \$2,800 |

Task 2: Subtotal \$64,140

Task 3: Design Development

| | | | | | | |
|-----------------|----------------------------------|----------------|---|-----------|---|----------|
| Principal/Mech | Registered Professional Engineer | \$210 per hour | x | 40 hours | = | \$8,400 |
| Mechanical | Registered Professional Engineer | \$195 per hour | x | 120 hours | = | \$23,400 |
| Electrical | Registered Professional Engineer | \$195 per hour | x | 40 hours | = | \$7,800 |
| Electrical | Project Engineer | \$170 per hour | x | 120 hours | = | \$20,400 |
| Plumbing | Senior Designer | \$110 per hour | x | 80 hours | = | \$8,800 |
| Fire Protection | Senior Designer | \$110 per hour | x | 80 hours | = | \$8,800 |
| CAD | CAD Operator | \$80 per hour | x | 60 hours | = | \$4,800 |
| Clerical | Clerical | \$70 per hour | x | 40 hours | = | \$2,800 |

Task 3: Subtotal \$85,200

Task 4: 50% Construction Documents

| | | | | | | |
|-----------------|----------------------------------|----------------|---|-----------|---|----------|
| Principal/Mech | Registered Professional Engineer | \$210 per hour | x | 40 hours | = | \$8,400 |
| Mechanical | Registered Professional Engineer | \$195 per hour | x | 100 hours | = | \$19,500 |
| Electrical | Registered Professional Engineer | \$195 per hour | x | 40 hours | = | \$7,800 |
| Electrical | Project Engineer | \$170 per hour | x | 100 hours | = | \$17,000 |
| Plumbing | Senior Designer | \$110 per hour | x | 80 hours | = | \$8,800 |
| Fire Protection | Senior Designer | \$110 per hour | x | 80 hours | = | \$8,800 |
| CAD | CAD Operator | \$80 per hour | x | 50 hours | = | \$4,000 |
| Clerical | Clerical | \$70 per hour | x | 40 hours | = | \$2,800 |

Task 4: Subtotal \$77,100

Task 5: 100% Construction Documents

| | | | | | | |
|-----------------|----------------------------------|----------------|---|-----------|---|----------|
| Principal/Mech | Registered Professional Engineer | \$210 per hour | x | 40 hours | = | \$8,400 |
| Mechanical | Registered Professional Engineer | \$195 per hour | x | 100 hours | = | \$19,500 |
| Electrical | Registered Professional Engineer | \$195 per hour | x | 40 hours | = | \$7,800 |
| Electrical | Project Engineer | \$170 per hour | x | 100 hours | = | \$17,000 |
| Plumbing | Senior Designer | \$110 per hour | x | 80 hours | = | \$8,800 |
| Fire Protection | Senior Designer | \$110 per hour | x | 80 hours | = | \$8,800 |
| CAD | CAD Operator | \$80 per hour | x | 50 hours | = | \$4,000 |
| Clerical | Clerical | \$70 per hour | x | 40 hours | = | \$2,800 |

Task 5: Subtotal \$77,100

Task 6: Permitting

| | | | | | | |
|-----------------|----------------------------------|----------------|---|----------|---|---------|
| Principal/Mech | Registered Professional Engineer | \$210 per hour | x | 2 hours | = | \$420 |
| Mechanical | Registered Professional Engineer | \$195 per hour | x | 16 hours | = | \$3,120 |
| Electrical | Registered Professional Engineer | \$195 per hour | x | 2 hours | = | \$390 |
| Electrical | Project Engineer | \$170 per hour | x | 16 hours | = | \$2,720 |
| Plumbing | Senior Designer | \$110 per hour | x | 16 hours | = | \$1,760 |
| Fire Protection | Senior Designer | \$110 per hour | x | 16 hours | = | \$1,760 |
| CAD | CAD Operator | \$80 per hour | x | 4 hours | = | \$320 |
| Clerical | Clerical | \$70 per hour | x | 8 hours | = | \$560 |

Task 6: Subtotal \$11,050

Task 7: Bid Assistance

| | | | | | | |
|-----------------|----------------------------------|----------------|---|----------|---|---------|
| Principal/Mech | Registered Professional Engineer | \$210 per hour | x | 2 hours | = | \$420 |
| Mechanical | Registered Professional Engineer | \$195 per hour | x | 16 hours | = | \$3,120 |
| Electrical | Registered Professional Engineer | \$195 per hour | x | 2 hours | = | \$390 |
| Electrical | Project Engineer | \$170 per hour | x | 16 hours | = | \$2,720 |
| Plumbing | Senior Designer | \$110 per hour | x | 16 hours | = | \$1,760 |
| Fire Protection | Senior Designer | \$110 per hour | x | 16 hours | = | \$1,760 |
| CAD | CAD Operator | \$80 per hour | x | 4 hours | = | \$320 |
| Clerical | Clerical | \$70 per hour | x | 8 hours | = | \$560 |

Task 7: Subtotal \$11,050

Task 8: Construction Administration - TBD

| | | | | | | |
|-----------------|----------------------------------|----------------|---|---------|---|-----|
| Principal/Mech | Registered Professional Engineer | \$210 per hour | x | 0 hours | = | \$0 |
| Mechanical | Registered Professional Engineer | \$195 per hour | x | 0 hours | = | \$0 |
| Electrical | Registered Professional Engineer | \$195 per hour | x | 0 hours | = | \$0 |
| Electrical | Project Engineer | \$170 per hour | x | 0 hours | = | \$0 |
| Plumbing | Senior Designer | \$110 per hour | x | 0 hours | = | \$0 |
| Fire Protection | Senior Designer | \$110 per hour | x | 0 hours | = | \$0 |
| CAD | CAD Operator | \$80 per hour | x | 0 hours | = | \$0 |
| Clerical | Clerical | \$70 per hour | x | 0 hours | = | \$0 |

Task 8: Subtotal \$0

Total Fee Task 1 - 8 \$346,940

Task 1: Programming

| | | | | | | |
|-----------------|----------------------------------|----------------|---|---------|---|-------|
| Principal/Mech | Registered Professional Engineer | \$210 per hour | x | 2 hours | = | \$420 |
| Mechanical | Registered Professional Engineer | \$195 per hour | x | 4 hours | = | \$780 |
| Electrical | Registered Professional Engineer | \$195 per hour | x | 2 hours | = | \$390 |
| Electrical | Senior Project Engineer | \$170 per hour | x | 4 hours | = | \$680 |
| Plumbing | Senior Designer | \$110 per hour | x | 4 hours | = | \$440 |
| Fire Protection | Senior Designer | \$110 per hour | x | 4 hours | = | \$440 |
| CAD | CAD Operator | \$80 per hour | x | 0 hours | = | \$0 |
| Clerical | Clerical | \$70 per hour | x | 2 hours | = | \$140 |

Task 1: Subtotal \$3,290

Task 2: Schematic Design

| | | | | | | |
|-----------------|----------------------------------|----------------|---|----------|---|---------|
| Principal/Mech | Registered Professional Engineer | \$210 per hour | x | 2 hours | = | \$420 |
| Mechanical | Registered Professional Engineer | \$195 per hour | x | 6 hours | = | \$1,170 |
| Electrical | Registered Professional Engineer | \$195 per hour | x | 4 hours | = | \$780 |
| Electrical | Project Engineer | \$170 per hour | x | 16 hours | = | \$2,720 |
| Plumbing | Senior Designer | \$110 per hour | x | 16 hours | = | \$1,760 |
| Fire Protection | Senior Designer | \$110 per hour | x | 16 hours | = | \$1,760 |
| CAD | CAD Operator | \$80 per hour | x | 8 hours | = | \$640 |
| Clerical | Clerical | \$70 per hour | x | 8 hours | = | \$560 |

Task 2: Subtotal \$9,810

Task 3: Design Development

| | | | | | | |
|-----------------|----------------------------------|----------------|---|----------|---|---------|
| Principal/Mech | Registered Professional Engineer | \$210 per hour | x | 4 hours | = | \$840 |
| Mechanical | Registered Professional Engineer | \$195 per hour | x | 8 hours | = | \$1,560 |
| Electrical | Registered Professional Engineer | \$195 per hour | x | 4 hours | = | \$780 |
| Electrical | Project Engineer | \$170 per hour | x | 16 hours | = | \$2,720 |
| Plumbing | Senior Designer | \$110 per hour | x | 16 hours | = | \$1,760 |
| Fire Protection | Senior Designer | \$110 per hour | x | 24 hours | = | \$2,640 |
| CAD | CAD Operator | \$80 per hour | x | 16 hours | = | \$1,280 |
| Clerical | Clerical | \$70 per hour | x | 16 hours | = | \$1,120 |

Task 3: Subtotal \$12,700

Task 4: 50% Construction Documents

| | | | | | | |
|-----------------|----------------------------------|----------------|---|----------|---|---------|
| Principal/Mech | Registered Professional Engineer | \$210 per hour | x | 4 hours | = | \$840 |
| Mechanical | Registered Professional Engineer | \$195 per hour | x | 8 hours | = | \$1,560 |
| Electrical | Registered Professional Engineer | \$195 per hour | x | 4 hours | = | \$780 |
| Electrical | Project Engineer | \$170 per hour | x | 20 hours | = | \$3,400 |
| Plumbing | Senior Designer | \$110 per hour | x | 16 hours | = | \$1,760 |
| Fire Protection | Senior Designer | \$110 per hour | x | 20 hours | = | \$2,200 |
| CAD | CAD Operator | \$80 per hour | x | 8 hours | = | \$640 |
| Clerical | Clerical | \$70 per hour | x | 8 hours | = | \$560 |

Task 4: Subtotal \$11,740

Task 5: 100% Construction Documents

| | | | | | |
|-----------------|----------------------------------|---|----------|---|---------|
| Principal/Mech | Registered Professional Engineer | x | 4 hours | = | \$840 |
| Mechanical | Registered Professional Engineer | x | 8 hours | = | \$1,560 |
| Electrical | Registered Professional Engineer | x | 4 hours | = | \$780 |
| Electrical | Project Engineer | x | 20 hours | = | \$3,400 |
| Plumbing | Senior Designer | x | 16 hours | = | \$1,760 |
| Fire Protection | Senior Designer | x | 20 hours | = | \$2,200 |
| CAD | CAD Operator | x | 8 hours | = | \$640 |
| Clerical | Clerical | x | 8 hours | = | \$560 |

Task 5: Subtotal \$11,740

Task 6: Permitting

| | | | | | |
|-----------------|----------------------------------|---|---------|---|-------|
| Principal/Mech | Registered Professional Engineer | x | 0 hours | = | \$0 |
| Mechanical | Registered Professional Engineer | x | 2 hours | = | \$390 |
| Electrical | Registered Professional Engineer | x | 0 hours | = | \$0 |
| Electrical | Project Engineer | x | 2 hours | = | \$340 |
| Plumbing | Senior Designer | x | 2 hours | = | \$220 |
| Fire Protection | Senior Designer | x | 2 hours | = | \$220 |
| CAD | CAD Operator | x | 2 hours | = | \$160 |
| Clerical | Clerical | x | 2 hours | = | \$140 |

Task 6: Subtotal \$1,470

Task 7: Bid Assistance

| | | | | | | |
|-----------------|----------------------------------|----------------|---|---------|---|-------|
| Principal/Mech | Registered Professional Engineer | \$210 per hour | x | 0 hours | = | \$0 |
| Mechanical | Registered Professional Engineer | \$195 per hour | x | 2 hours | = | \$390 |
| Electrical | Registered Professional Engineer | \$195 per hour | x | 0 hours | = | \$0 |
| Electrical | Project Engineer | \$170 per hour | x | 2 hours | = | \$340 |
| Plumbing | Senior Designer | \$110 per hour | x | 2 hours | = | \$220 |
| Fire Protection | Senior Designer | \$110 per hour | x | 2 hours | = | \$220 |
| CAD | CAD Operator | \$80 per hour | x | 2 hours | = | \$160 |
| Clerical | Clerical | \$70 per hour | x | 2 hours | = | \$140 |

Task 7: Subtotal \$1,470

Task 8: Construction Administration

| | | | | | | |
|-----------------|----------------------------------|----------------|---|---------|---|-----|
| Principal/Mech | Registered Professional Engineer | \$210 per hour | x | 0 hours | = | \$0 |
| Mechanical | Registered Professional Engineer | \$195 per hour | x | 0 hours | = | \$0 |
| Electrical | Registered Professional Engineer | \$195 per hour | x | 0 hours | = | \$0 |
| Electrical | Project Engineer | \$170 per hour | x | 0 hours | = | \$0 |
| Plumbing | Senior Designer | \$110 per hour | x | 0 hours | = | \$0 |
| Fire Protection | Senior Designer | \$110 per hour | x | 0 hours | = | \$0 |
| CAD | CAD Operator | \$80 per hour | x | 0 hours | = | \$0 |
| Clerical | Clerical | \$70 per hour | x | 0 hours | = | \$0 |

Task 8: Subtotal \$0

Total Fee Task 1 - 8 \$52,220

City of PSL
City Hall Expansion
IT Design

1/27/2025

Task 1: Programming

| | | | | | | |
|-----------------|----------------------------------|----------------|---|----------|---|---------|
| Principal/Mech | Registered Professional Engineer | \$210 per hour | x | 0 hours | = | \$0 |
| Mechanical | Registered Professional Engineer | \$195 per hour | x | 0 hours | = | \$0 |
| Electrical | Registered Professional Engineer | \$195 per hour | x | 6 hours | = | \$1,170 |
| Electrical | Senior Project Engineer | \$170 per hour | x | 16 hours | = | \$2,720 |
| Plumbing | Senior Designer | \$110 per hour | x | 0 hours | = | \$0 |
| Fire Protection | Senior Designer | \$110 per hour | x | 0 hours | = | \$0 |
| CAD | CAD Operator | \$80 per hour | x | 4 hours | = | \$320 |
| Clerical | Clerical | \$70 per hour | x | 2 hours | = | \$140 |

Task 1: Subtotal \$4,350

Task 2: Schematic Design

| | | | | | | |
|-----------------|----------------------------------|----------------|---|----------|---|---------|
| Principal/Mech | Registered Professional Engineer | \$210 per hour | x | 0 hours | = | \$0 |
| Mechanical | Registered Professional Engineer | \$195 per hour | x | 0 hours | = | \$0 |
| Electrical | Registered Professional Engineer | \$195 per hour | x | 0 hours | = | \$0 |
| Electrical | Project Engineer | \$170 per hour | x | 40 hours | = | \$6,800 |
| Plumbing | Senior Designer | \$110 per hour | x | 0 hours | = | \$0 |
| Fire Protection | Senior Designer | \$110 per hour | x | 0 hours | = | \$0 |
| CAD | CAD Operator | \$80 per hour | x | 2 hours | = | \$160 |
| Clerical | Clerical | \$70 per hour | x | 0 hours | = | \$0 |

Task 2: Subtotal \$6,960

Task 3: Design Development

| | | | | | | |
|------------------|----------------------------------|----------------|---|----------|---|---------|
| Principal/Mech | Registered Professional Engineer | \$210 per hour | x | 0 hours | = | \$0 |
| Mechanical | Registered Professional Engineer | \$195 per hour | x | 0 hours | = | \$0 |
| Electrical | Registered Professional Engineer | \$195 per hour | x | 0 hours | = | \$0 |
| Electrical | Project Engineer | \$170 per hour | x | 40 hours | = | \$6,800 |
| Plumbing | Senior Designer | \$110 per hour | x | 0 hours | = | \$0 |
| Fire Protection | Senior Designer | \$110 per hour | x | 0 hours | = | \$0 |
| CAD | CAD Operator | \$80 per hour | x | 8 hours | = | \$640 |
| Clerical | Clerical | \$70 per hour | x | 8 hours | = | \$560 |
| Task 3: Subtotal | | | | | | \$8,000 |

Task 4: 50% Construction Documents

| | | | | | | |
|------------------|----------------------------------|----------------|---|----------|---|---------|
| Principal/Mech | Registered Professional Engineer | \$210 per hour | x | 0 hours | = | \$0 |
| Mechanical | Registered Professional Engineer | \$195 per hour | x | 0 hours | = | \$0 |
| Electrical | Registered Professional Engineer | \$195 per hour | x | 0 hours | = | \$0 |
| Electrical | Project Engineer | \$170 per hour | x | 36 hours | = | \$6,120 |
| Plumbing | Senior Designer | \$110 per hour | x | 0 hours | = | \$0 |
| Fire Protection | Senior Designer | \$110 per hour | x | 0 hours | = | \$0 |
| CAD | CAD Operator | \$80 per hour | x | 2 hours | = | \$160 |
| Clerical | Clerical | \$70 per hour | x | 0 hours | = | \$0 |
| Task 4: Subtotal | | | | | | \$6,280 |

Task 5: 100% Construction Documents

| | | | | | | |
|------------------|----------------------------------|----------------|---|----------|---|---------|
| Principal/Mech | Registered Professional Engineer | \$210 per hour | x | 0 hours | = | \$0 |
| Mechanical | Registered Professional Engineer | \$195 per hour | x | 0 hours | = | \$0 |
| Electrical | Registered Professional Engineer | \$195 per hour | x | 0 hours | = | \$0 |
| Electrical | Project Engineer | \$170 per hour | x | 36 hours | = | \$6,120 |
| Plumbing | Senior Designer | \$110 per hour | x | 0 hours | = | \$0 |
| Fire Protection | Senior Designer | \$110 per hour | x | 0 hours | = | \$0 |
| CAD | CAD Operator | \$80 per hour | x | 4 hours | = | \$320 |
| Clerical | Clerical | \$70 per hour | x | 0 hours | = | \$0 |
| Task 5: Subtotal | | | | | | \$6,440 |

Task 6: Permitting

| | | | | | | |
|------------------|----------------------------------|----------------|---|---------|---|-------|
| Principal/Mech | Registered Professional Engineer | \$210 per hour | x | 0 hours | = | \$0 |
| Mechanical | Registered Professional Engineer | \$195 per hour | x | 0 hours | = | \$0 |
| Electrical | Registered Professional Engineer | \$195 per hour | x | 0 hours | = | \$0 |
| Electrical | Project Engineer | \$170 per hour | x | 4 hours | = | \$680 |
| Plumbing | Senior Designer | \$110 per hour | x | 0 hours | = | \$0 |
| Fire Protection | Senior Designer | \$110 per hour | x | 0 hours | = | \$0 |
| CAD | CAD Operator | \$80 per hour | x | 2 hours | = | \$160 |
| Clerical | Clerical | \$70 per hour | x | 2 hours | = | \$140 |
| Task 6: Subtotal | | | | | | \$980 |

Task 7: Bid Assistance

| | | | | | | |
|------------------|----------------------------------|----------------|---|---------|---|-------|
| Principal/Mech | Registered Professional Engineer | \$210 per hour | x | 0 hours | = | \$0 |
| Mechanical | Registered Professional Engineer | \$195 per hour | x | 0 hours | = | \$0 |
| Electrical | Registered Professional Engineer | \$195 per hour | x | 0 hours | = | \$0 |
| Electrical | Project Engineer | \$170 per hour | x | 4 hours | = | \$680 |
| Plumbing | Senior Designer | \$110 per hour | x | 0 hours | = | \$0 |
| Fire Protection | Senior Designer | \$110 per hour | x | 0 hours | = | \$0 |
| CAD | CAD Operator | \$80 per hour | x | 2 hours | = | \$160 |
| Clerical | Clerical | \$70 per hour | x | 2 hours | = | \$140 |
| Task 7: Subtotal | | | | | | \$980 |

Task 8: Construction Administration

| | | | | | | |
|----------------------|----------------------------------|----------------|---|---------|---|----------|
| Principal/Mech | Registered Professional Engineer | \$210 per hour | x | 0 hours | = | \$0 |
| Mechanical | Registered Professional Engineer | \$195 per hour | x | 0 hours | = | \$0 |
| Electrical | Registered Professional Engineer | \$195 per hour | x | 0 hours | = | \$0 |
| Electrical | Project Engineer | \$170 per hour | x | 0 hours | = | \$0 |
| Plumbing | Senior Designer | \$110 per hour | x | 0 hours | = | \$0 |
| Fire Protection | Senior Designer | \$110 per hour | x | 0 hours | = | \$0 |
| CAD | CAD Operator | \$80 per hour | x | 0 hours | = | \$0 |
| Clerical | Clerical | \$70 per hour | x | 0 hours | = | \$0 |
| Task 8: Subtotal | | | | | | \$0 |
| Total Fee Task 1 - 8 | | | | | | \$33,990 |

**City of PSL
Site Parking Lot Lighting**

1/27/2025

Task 1: Programming

| | | | | | | |
|------------------|----------------------------------|----------------|---|---------|---|-------|
| Principal/Mech | Registered Professional Engineer | \$210 per hour | x | 0 hours | = | \$0 |
| Mechanical | Registered Professional Engineer | \$195 per hour | x | 0 hours | = | \$0 |
| Electrical | Registered Professional Engineer | \$195 per hour | x | 2 hours | = | \$390 |
| Electrical | Senior Project Engineer | \$170 per hour | x | 3 hours | = | \$510 |
| Plumbing | Senior Designer | \$110 per hour | x | 0 hours | = | \$0 |
| Fire Protection | Senior Designer | \$110 per hour | x | 0 hours | = | \$0 |
| CAD | CAD Operator | \$80 per hour | x | 0 hours | = | \$0 |
| Clerical | Clerical | \$70 per hour | x | 0 hours | = | \$0 |
| Task 1: Subtotal | | | | | | \$900 |

Task 2: Schematic Design

| | | | | | | |
|------------------|----------------------------------|----------------|---|----------|---|---------|
| Principal/Mech | Registered Professional Engineer | \$210 per hour | x | 0 hours | = | \$0 |
| Mechanical | Registered Professional Engineer | \$195 per hour | x | 0 hours | = | \$0 |
| Electrical | Registered Professional Engineer | \$195 per hour | x | 2 hours | = | \$390 |
| Electrical | Project Engineer | \$170 per hour | x | 10 hours | = | \$1,700 |
| Plumbing | Senior Designer | \$110 per hour | x | 0 hours | = | \$0 |
| Fire Protection | Senior Designer | \$110 per hour | x | 0 hours | = | \$0 |
| CAD | CAD Operator | \$80 per hour | x | 4 hours | = | \$320 |
| Clerical | Clerical | \$70 per hour | x | 3 hours | = | \$210 |
| Task 2: Subtotal | | | | | | \$2,620 |

**City of PSL
Site Parking Lot Lighting**

1/27/2025

Task 3: Design Development

| | | | | | | |
|-----------------|----------------------------------|----------------|---|----------|---|---------|
| Principal/Mech | Registered Professional Engineer | \$210 per hour | x | 0 hours | = | \$0 |
| Mechanical | Registered Professional Engineer | \$195 per hour | x | 0 hours | = | \$0 |
| Electrical | Registered Professional Engineer | \$195 per hour | x | 2 hours | = | \$390 |
| Electrical | Project Engineer | \$170 per hour | x | 16 hours | = | \$2,720 |
| Plumbing | Senior Designer | \$110 per hour | x | 0 hours | = | \$0 |
| Fire Protection | Senior Designer | \$110 per hour | x | 0 hours | = | \$0 |
| CAD | CAD Operator | \$80 per hour | x | 3 hours | = | \$240 |
| Clerical | Clerical | \$70 per hour | x | 2 hours | = | \$140 |

Task 3: Subtotal \$3,490

Task 4: 50% Construction Documents

| | | | | | | |
|-----------------|----------------------------------|----------------|---|----------|---|---------|
| Principal/Mech | Registered Professional Engineer | \$210 per hour | x | 0 hours | = | \$0 |
| Mechanical | Registered Professional Engineer | \$195 per hour | x | 0 hours | = | \$0 |
| Electrical | Registered Professional Engineer | \$195 per hour | x | 4 hours | = | \$780 |
| Electrical | Project Engineer | \$170 per hour | x | 10 hours | = | \$1,700 |
| Plumbing | Senior Designer | \$110 per hour | x | 0 hours | = | \$0 |
| Fire Protection | Senior Designer | \$110 per hour | x | 0 hours | = | \$0 |
| CAD | CAD Operator | \$80 per hour | x | 4 hours | = | \$320 |
| Clerical | Clerical | \$70 per hour | x | 4 hours | = | \$280 |

Task 4: Subtotal \$3,080

Task 5: 100% Construction Documents

| | | | | | | |
|-----------------|----------------------------------|----------------|---|----------|---|---------|
| Principal/Mech | Registered Professional Engineer | \$210 per hour | x | 0 hours | = | \$0 |
| Mechanical | Registered Professional Engineer | \$195 per hour | x | 0 hours | = | \$0 |
| Electrical | Registered Professional Engineer | \$195 per hour | x | 4 hours | = | \$780 |
| Electrical | Project Engineer | \$170 per hour | x | 10 hours | = | \$1,700 |
| Plumbing | Senior Designer | \$110 per hour | x | 0 hours | = | \$0 |
| Fire Protection | Senior Designer | \$110 per hour | x | 0 hours | = | \$0 |
| CAD | CAD Operator | \$80 per hour | x | 4 hours | = | \$320 |
| Clerical | Clerical | \$70 per hour | x | 4 hours | = | \$280 |

Task 5: Subtotal \$3,080

Task 6: Permitting

| | | | | | | |
|-----------------|----------------------------------|----------------|---|---------|---|-------|
| Principal/Mech | Registered Professional Engineer | \$210 per hour | x | 0 hours | = | \$0 |
| Mechanical | Registered Professional Engineer | \$195 per hour | x | 0 hours | = | \$0 |
| Electrical | Registered Professional Engineer | \$195 per hour | x | 1 hours | = | \$195 |
| Electrical | Project Engineer | \$170 per hour | x | 2 hours | = | \$340 |
| Plumbing | Senior Designer | \$110 per hour | x | 0 hours | = | \$0 |
| Fire Protection | Senior Designer | \$110 per hour | x | 0 hours | = | \$0 |
| CAD | CAD Operator | \$80 per hour | x | 0 hours | = | \$0 |
| Clerical | Clerical | \$70 per hour | x | 0 hours | = | \$0 |

Task 6: Subtotal \$535

Task 7: Bid Assistance

| | | | | | | |
|------------------|----------------------------------|----------------|---|---------|---|-------|
| Principal/Mech | Registered Professional Engineer | \$210 per hour | x | 0 hours | = | \$0 |
| Mechanical | Registered Professional Engineer | \$195 per hour | x | 0 hours | = | \$0 |
| Electrical | Registered Professional Engineer | \$195 per hour | x | 1 hours | = | \$195 |
| Electrical | Project Engineer | \$170 per hour | x | 2 hours | = | \$340 |
| Plumbing | Senior Designer | \$110 per hour | x | 0 hours | = | \$0 |
| Fire Protection | Senior Designer | \$110 per hour | x | 0 hours | = | \$0 |
| CAD | CAD Operator | \$80 per hour | x | 0 hours | = | \$0 |
| Clerical | Clerical | \$70 per hour | x | 0 hours | = | \$0 |
| Task 7: Subtotal | | | | | | \$535 |

Task 8: Construction Administration

| | | | | | | |
|----------------------|----------------------------------|----------------|---|---------|---|----------|
| Principal/Mech | Registered Professional Engineer | \$210 per hour | x | 0 hours | = | \$0 |
| Mechanical | Registered Professional Engineer | \$195 per hour | x | 0 hours | = | \$0 |
| Electrical | Registered Professional Engineer | \$195 per hour | x | 0 hours | = | \$0 |
| Electrical | Project Engineer | \$170 per hour | x | 0 hours | = | \$0 |
| Plumbing | Senior Designer | \$110 per hour | x | 0 hours | = | \$0 |
| Fire Protection | Senior Designer | \$110 per hour | x | 0 hours | = | \$0 |
| CAD | CAD Operator | \$80 per hour | x | 0 hours | = | \$0 |
| Clerical | Clerical | \$70 per hour | x | 0 hours | = | \$0 |
| Task 8: Subtotal | | | | | | \$0 |
| Total Fee Task 1 - 8 | | | | | | \$14,240 |



November 8, 2024
Revised 1/29/2025

Sent via Email
chris@cpzarchitects.com

Mr. Chris Zimmerman
CPZ Architects, Inc.
201 North El Mar Drive, Suite B201
Jensen Beach, Florida 34957

**RE: PSL City Hall Garage – Port Saint Lucie, FL
Proposal for Professional Engineering Services Rev 3**

Dear Mr. Zimmerman:

Bowman Consulting Group, Ltd (hereinafter referred to as "Consultant") is pleased to submit this proposal for Professional Engineering Services to CPZ Architects, Inc. (hereinafter referred to as "Client") for the site work associated with the expansion of the existing City Hall building and parking garage construction located in Port Saint Lucie, Florida (hereinafter referred to as "Project").

PROJECT UNDERSTANDING

It is the Consultant's understanding that the City of Port Saint Lucie (hereinafter referred to as "City") is proposing to expand the square footage of the existing City Hall building and construct a five (5) story, 525 space parking structure to centralize parking. The Client has prepared three (3) concept plans to be explored with the City. The Consultant's role on the Project will be to prepare site civil plans for permitting through the City of Port Saint Lucie, the South Florida Water Management District (SFWMD), and the Florida Department of Environmental Protection (FDEP).

SCOPE FOR SPECIFIC TASK DESCRIPTIONS

Part 1 – Programming and Planning

Task 1.1 – Civil Information Gathering

The Consultant will provide information gathering services as requested by the Client. Such services consist of, but are not limited to:

- A. Review existing information provided by the Client.
- B. Identify Permit records and requirements of Agencies Having Jurisdiction over the Project.
- C. Identify Major Site Plan Amendment approval issues and possibilities.
- D. Attend one (1) pre-application meeting with South Florida Water Management District (SFWMD).
- E. Identify the availability of utilities to service the proposed development with respect to site proximity / connection points, connection fees, will-serve letters, and utility contact list.
 1. Sanitary Sewer
 2. Water
 3. Gas
 4. Electric
 5. Telecom
 6. Reclaim or IQ water mains for irrigation
- F. Review up to three (3) conceptual site plans, conceptual drainage plans, and conceptual utility plans to assess their cost and impacts on the site.
- G. Attend meetings and/or participate in conference calls including, but not limited to, meetings with the Client, the Project Team, City of Port Saint Lucie, etc.

Task 1.2 – Traffic Study

Traffic Data Collection

To prepare the traffic circulation analysis for the City of Port Saint Lucie (City), City Hall Complex, located at the northwest corner of the signalized intersection of Port Saint Lucie Boulevard at Airoso Boulevard, Turning Movement Counts (TMCs) during the AM, Midday, and PM peak periods need to be collected at the five (5) existing driveway access to the site located along Airoso Boulevard, Port Saint Lucie Boulevard, and Thanksgiving Avenue. In addition to the driveway access, TMCs need to be collected at the signalized intersection of Port Saint Lucie Boulevard at Airoso Boulevard. Depending on the expected traffic pattern changes, based on each of the three (3) garage concept locations, traffic may divert to different intersection movements at the signalized intersection.

TMCs, including pedestrian and bicyclist, will be collected during typical weekday conditions from 7:00 to 9:00 AM and 4:00 to 6:00 PM at the following locations:

- a. Airoso Boulevard at northern City Hall Complex driveway access
- b. Airoso Boulevard at southern City Hall Complex driveway access
- c. Port Saint Lucie Boulevard at eastern City Hall Complex driveway access
- d. Port Saint Lucie Boulevard at western City Hall Complex driveway access/Best Street
- e. Thanksgiving Avenue at Best Street City Hall Complex driveway access
- f. Port Saint Lucie Boulevard at Airoso Boulevard

City Hall Complex External Traffic Circulation Analysis

To assess the traffic circulation changes at the City Hall Complex driveway accesses and the signalized intersection of Port Saint Lucie Boulevard at Airoso Boulevard, background traffic will need to be developed based on the following methodology:

- a. Remove the traffic associated with the existing City Hall Complex
- b. The remaining traffic will be increased by a compound growth rate
- c. The compound growth rate will be determined based on the latest five (5) year historical data from the following Florida Department of Transportation (FDOT) monitoring sites: 94-5073, 94-0780, and 94-0019.
- d. The existing plus the increase in trips will be added back to the background traffic. The existing plus increase in trips will be developed for the three (3) garage concept locations.

The evaluation will include Turn Lane Warrant analysis at the following City Hall Complex driveway accesses to determine if exclusive right turn lanes are needed with the increase in trips depending on each of the three (3) garage concept locations:

- a. Airoso Boulevard at northern City Hall Complex driveway access
- b. Airoso Boulevard at southern City Hall Complex driveway access
- c. Port Saint Lucie Boulevard at eastern City Hall Complex driveway access
- d. Port Saint Lucie Boulevard at western City Hall Complex driveway access/Best Street

Intersection Capacity Analysis using Synchro 11, Highway Capacity Manual module, will be performed, including 95th percentile queue evaluation, to determine improvements to the following intersections depending on the expected traffic pattern changes based on each of the three (3) garage concept locations:

- a. Airoso Boulevard at southern City Hall Complex driveway access
- b. Port Saint Lucie Boulevard at Airoso Boulevard

The analysis and conclusions will be summarized in a report prepared by a Florida Professional Engineer.

Task 1.3 – Parking Evaluation

A Parking evaluation for the entire site and all buildings located in the City Hall Complex will be performed.

Existing Parking Demand

The existing parking demand will be developed based on a one (1) day parking demand data collection from 7:00 am to 6:00 pm. The existing parking demand will be collected hourly. The parking demand ratio will be calculated based on the existing demand plus a 10 percent efficiency supply. A field review will be needed to count the number of parking spaces for the entire site.

Future Parking Demand

The future parking demand will be developed for the future City Hall Complex square feet increase based on the space/needs assessment for the next 15-20 years. The future parking demand will be based on the parking demand ratio and the square feet increase.

Garage Circulation

A review of the garage circulation for each of the three (3) concept parking locations will be performed.

The analysis and conclusions will be summarized in a report prepared by a Florida Professional Engineer.

Part 2 – Site Planning and Schematic Design

Task 2.1 – Topographic Survey

- A. Prepare a Topographic Survey, as defined in Chapter 5J17-05 of the Florida Administrative Code (F.A.C.).
- B. The Topographic limits are as shown on Exhibit "A" (Included).
- C. The survey limits will extend 10 feet outside the right-of-way.
- D. Cross sections will be taken at 50-foot intervals.
- E. All improvements will be located along with pavement striping.
- F. All above ground visible signs of utilities will be located. Sanitary invert elevations, pipe dimensions and material will be documented.
- G. All drainage features will be located along with invert elevations, pipe dimensions and material.
- H. Contours will be created at a one-foot interval.

Deliverables:

- Certified PDF copy of the survey drawing.
- CAD files of the survey drawing.
- Certified paper copies of the survey as requested.

Part 3 – Design Development

Task 3.1 – Civil Site Schematic Design

The Consultant will prepare the following schematic drawings and supporting information for submittals to the City of Port Saint Lucie and the AHJs based on up to two (2) conceptual site plans decided upon during programming and planning:

- A. Preliminary Site Plan Review Committee (SPRC) Site Plan
- B. Preliminary Horizontal Control Plan
- C. Preliminary on-site paved surfaces (driveways, parking areas and sidewalks) in accordance with requirements set forth by the City of Port Saint Lucie.
- D. Preliminary Utility Plan depicting the locations of the existing potable water mains, and wastewater collection/transmission mains and the proposed potable water service and wastewater utility service in accordance with requirements set forth by the City of Port Saint Lucie Utility Systems and the Florida Department of Environmental Protection (FDEP).
- E. Truck routing exhibit to show internal circulation of fire trucks and garbage trucks.

The Consultant will attend meetings and/or participate in conference calls including, but not limited to, meetings with the Client, the Project Team, City of Port Saint Lucie, etc.

Any redesign of civil drawings due to unforeseen issues and/or significant changes that require rework will be provided on an hourly basis as additional services. Significant changes are defined as site plan modifications such as revised site layout, stormwater revisions, etc. that result in significant rework.

Task 3.2 – Civil Design Development

Based on the Schematic Design Plans, the Consultant will prepare Civil Design Development Plans (60%) and supporting engineering design calculations for the proposed on-site improvements. The following items are anticipated:

- A. Cover Sheet
- B. General Construction Notes
- C. NPDES/Erosion Control Plans
- D. Site Dimension Plan and Details
- E. Paving, Grading and Drainage Plans and Details
- F. Utility Plans and Details
- G. Phasing Plans

The Consultant will attend meetings and/or participate in conference calls including, but not limited to, meetings with the Client, the Project Team, City of Port Saint Lucie, etc.

Consultant anticipates no more than one (1) site plan revision during this task with additional changes to be billed on a Time and Expense basis. Any major changes to the site plan, design plans and/or reports as required by the City of Port Saint Lucie, other regulatory agencies, or as requested by the Client, will require a modification to this proposal. Any redesign of civil drawings due to unforeseen issues and/or significant changes that require rework will be provided on an hourly basis as additional services. Significant changes are defined as site plan modifications such as revised building footprint, stormwater revisions, etc. that result in significant rework.

Task 3.3 - Civil Contract Documents

Prepare Contract 90% Civil Construction Drawings based on City of Port Saint Lucie comments and comments received throughout the review and permitting process, the Consultant will continue to prepare and finalize the civil engineering construction drawings and technical specifications.

- A. The Final Civil Construction Drawings are anticipated to consist of:
 - 1. Cover Sheet
 - 2. Boundary and Topographical Survey
 - 3. General Construction Notes
 - 4. NPDES/Erosion Control Plans
 - 5. Site Dimension Plan and Details
 - 6. Paving, Grading and Drainage Plans and Details
 - 7. Utility Plans and Details
 - 8. Phasing Plans

The Consultant will attend meetings and/or participate in conference calls including, but not limited to, meetings with the Client, the Project Team, City of Port Saint Lucie, etc.

Part 4 – Site and Civil Permitting

Task 4.1 – Civil Site Plan Approval

The Consultant will prepare a Major Site Plan Amendment submittal to the City of Port Saint Lucie Planning & Zoning Department. The Consultant will provide the following services to obtain site plan and construction plans approval:

- A. Consultation on and coordination with the Client and Design Team to collate the following material:
 - 1. Items as required by the City of Port Saint Lucie Planning & Zoning Department “Site Plan Completeness Checklist” and “Construction Plans Completeness Checklist” Revised June 2022
 - 2. Boundary and Topographic Survey
 - 3. Geotechnical Report
 - 4. Structural Design
 - 5. Electrical and Site Lighting
- B. Submit a request for a pre-application meeting with City Staff
- C. Submit an application for a Major Site Plan Amendment
- D. Attend a Site Plan Review Committee (SPRC) Meeting with City staff to discuss first round of comments
- E. Respond to and revise site plan in response to staff comments up to two (2) times
- F. Attend one (1) City Council meeting
- G. Submit Construction Plans for review
- H. Submit for Compliance Review

Task 4.2 – Permitting

The Consultant will prepare permit applications for the City’s signature, along with supporting documents and exhibits for the permit applications. The following permit types and reviewing agencies are anticipated for the Project:

- A. City of Port Saint Lucie Utility Systems – Water and Wastewater Review
 - 1. Florida Department of Environmental Protection (FDEP) Water and Wastewater reviews are handled by the City
- B. City of Port Saint Lucie Public Works – Construction Permit
- C. South Florida Water Management District (SFWMD)
 - 1. Individual Environmental Resource Permit (ERP) Modification for Stormwater
It is anticipated that a modification to SFWMD Permit No. 56-109231-P will be required.

2. Consumptive Use Permit for Dewatering

It is anticipated that the Project will qualify for a Short-Term Dewatering Permit. Therefore, a dewatering plan, dewatering calculations, and groundwater modeling are not included.

D. Florida Department of Environmental Protection (FDEP)

1. NPDES NOI

The Client's Contractor is responsible for completing and submitting this application. We will assist the Client's Contractor with providing information as needed.

We will provide response to comments, up to two (2) times, as part of RAIs from the above Agencies.

US Army Corps of Engineers (USACE) permitting, or wetland mitigation is not included in this proposal.

Permitting for any required off-site improvements is not included in this task and can be provided as an Additional Service.

Part 5 – Bidding Services

Task 5.1 – Civil Bidding Services

A. Bid Process

1. Provide the final construction drawings, Project specifications, Project reports (stormwater report, etc.) and other appropriate Project information, as requested.
2. Coordinate with the Client to set up and attend a pre-bid meeting, as requested.
3. Review and respond to submitted bid questions.
4. Review and evaluate submitted bid responses and provide a summary analysis of the bid responses to the Client.
5. Coordinate with the Client to review the bid submittals and summary analysis.
6. Provide Bid Quantities/Bid Form and Engineer's Opinion of Probable Construction Cost.

INFORMATION AND/OR SERVICES PROVIDED BY THE CLIENT

If required for permitting purposes, the Client or Client's representative will provide the following information and/or services to the Consultant:

A. Letter of Authorization:

Consultant will require a "Letter of Authorization" from the Client authorizing us to perform on their behalf. Work will not begin until this signed letter has been received by Consultant.

B. Architectural plans in AutoCAD format (i.e., building footprint, utility stub-out locations, building elevations) at the commencement of the Project (no changes to building footprint and thus to site plan are covered under this contract)

C. Boundary & Topographic Survey

D. Geotechnical Engineering Report

E. Environmental Reports and Assessments

F. Landscape and Irrigation Plans

G. Structural Drawings and Calculations, as required

H. Site Lighting and Photometrics

I. Any existing PUD orders, annexation agreements, or other entitlements, orders, agreements, resolutions, etc. that may affect the design of the Project

J. Access to the property

K. Items as required by local or state agencies in relation to certification of the Project

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 Variances
- B. Additional surveying services
- C. Design and permitting of on-site and off-site improvements
- D. Additional Traffic engineering services
- E. Potable and/or irrigation well design and permitting
- F. Geotechnical Engineering Services
- G. Site Lighting and Photometrics
- H. Site plan revisions due to building modifications/relocations causing utility, drainage and/or landscape re-design.
- I. Wetland coordination, wetland permitting, wetland delineation, or wetland survey
- J. Review of title exceptions
- K. Surveyor's affidavits
- L. Platting Services
- M. Location of buried utilities/Subsurface Utility Engineering (SUE)
- N. Additional site planning and design services
- O. Additional entitlement, permitting, and regulatory services
- P. Structural engineering services of any kind (site lighting pole stability, retaining walls, bridge design, box culvert design, etc.)
- Q. Easements and Drawings/Legal Descriptions (other than specified in scope)
- R. Bidding Assistance (Reviewing & Selecting)
- S. Building permitting assistance
- T. Construction Services (Pre-Construction, Construction Observation, Certification)
- U. Legal Descriptions

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 |
|---|-----------------|----------------------|
| <u>Part 1 – Programming and Planning</u> | | |
| Task 1.1 – Civil Information Gathering | TNE | \$ 40,090.00 |
| Task 1.2 – Traffic Study | TNE | \$ 30,040.00 |
| Task 1.3 – Parking Evaluation | TNE | \$ 15,020.00 |
| <u>Part 2 – Site Planning and Schematic Design</u> | | |
| Task 2.1 – Topographic Survey | TNE | \$ 30,125.00 |
| <u>Part 3 – Design Development</u> | | |
| Task 3.1 – Civil Site Schematic Design | TNE | \$ 35,220.00 |
| Task 3.2 – Civil Design Development | TNE | \$ 30,060.00 |
| Task 3.3 – Civil Contract Documents | TNE | \$ 20,095.00 |
| <u>Part 4 – Site and Civil Permitting</u> | | |
| Task 4.1 – Civil Site Plan Approval | TNE | \$ 10,000.00 |
| Task 4.2 – Permitting | TNE | \$ 15,090.00 |
| <u>Part 5 – Bidding Services</u> | | |
| Task 5.1 - Civil Bidding Services | TNE | \$ 5,005.00 |
| <u>Part 7 – Reimbursable Expenses</u> | | |
| Task 98099 – Reimbursable Expenses | T&E | |
| Total | | \$ 230,745.00 |

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, 2024. 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")

By: _____
Print Name: _____
Title: _____
Date: _____

BOWMAN CONSULTING GROUP, LTD
("Consultant")

By:  _____
Print Name: Octavio "Oats" Reis, PE
Title: Principal, Senior Project Manager
Date: January 29, 2025



BOWMAN CONSULTING GROUP LTD.

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

January 2024

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%.

BOWMAN CONSULTING GROUP LTD.

SCHEDULE B - HOURLY RATE

January 2024

| CLASSIFICATION | HOURLY RATES |
|--|---|
| Senior Principal | \$330.00/HR |
| Principal | \$310.00/HR |
| Department Executive | \$260.00/HR |
| Senior Project Manager | \$235.00/HR |
| Project Manager | \$200.00/HR |
| Project Coordinator | \$115.00/HR |
| Senior Surveyor | \$235.00/HR |
| Engineer I II III | \$130.00/HR \$140.00/HR \$160.00/HR |
| Planner I II III | \$125.00/HR \$135.00/HR \$175.00/HR |
| Designer I II III | \$125.00/HR \$135.00/HR \$145.00/HR |
| CADD Drafter I II III | \$ 90.00/HR \$115.00/HR \$125.00/HR |
| Construction Inspector | \$115.00/HR |
| Landscape Architect I II III | \$125.00/HR \$140.00/HR \$180.00/HR |
| Senior Environmental Scientist | \$190.00/HR |
| Environmental Scientist I II III | \$120.00/HR \$150.00/HR \$180.00/HR |
| Right of Way Specialist I II III | \$ 96.00/HR \$115.00/HR \$140.00/HR |
| Survey Technician I II III | \$105.00/HR \$125.00/HR \$145.00/HR |
| Project Surveyor | \$190.00/HR |
| Survey Field Crew – 1 Man | \$150.00/HR |
| Survey Field Crew – 2 Man | \$190.00/HR |
| Survey Field Crew – 3 Man | \$245.00/HR |
| 3D Scanning Crew | \$285.00/HR |
| Survey Field Technician | \$100.00/HR |
| 3D/UAV Modeling Technician | \$180.00/HR |
| UAV Operation | \$320.00/HR |
| SUE Field Crew - 1 Man | \$155.00/HR |
| SUE Field Crew - 2 Man | \$200.00/HR |
| SUE Field Crew - 3 Man | \$260.00/HR |
| SUE Field Crew - 4 Man | \$295.00/HR |
| SUE Utility Coordinator | \$200.00/HR |
| SUE Technician I II III | \$120.00/HR \$135.00/HR \$160.00/HR |
| Machine Control Technician | \$270.00/HR |
| Administrative Professional | \$ 95.00/HR |
| Remote Sensing Technician I II III | \$105.00/HR \$125.00/HR \$145.00/HR |

Table 1812018 - DEFAULT 2024 Florida/Georgia

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. ("Bowman") 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 Bowman and Client, and supersede any previous agreement or understanding.

1. Scope of Services. Bowman will provide the services expressly described in and limited by the Proposal (the "Scope"). If in Bowman's professional judgment the Scope must be expanded or revised, Bowman 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 Bowman 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 Bowman unless such design or document has been properly signed and sealed by a licensed professional on behalf of Bowman.

3. Payment Terms. Bowman 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. Bowman 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 Bowman 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, Bowman 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 Bowman on behalf of Client or any related Client entities, until all invoices are paid in full and Bowman has received a retainer in such amount as Bowman 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 Bowman's election above, Bowman 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 Bowman.

(b) If Client disputes any submitted invoice, Client shall give written notice to Bowman within thirty (30) days of the invoice date detailing the dispute. If no written notice of a dispute is provided to Bowman 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 Bowman shall promptly negotiate in good faith to resolve any disputed portion of an invoice.

Initials: Bowman ____ / Client ____

4. Retainer and Other Payments. Bowman reserves the right to require that Client make a payment to be held by Bowman 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 Bowman should Client (or any affiliate of Client) fail to timely pay invoices due Bowman. The Retainer account may consist in part of payments applied by Bowman 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 Bowman. Upon the conclusion of this Agreement, or its earlier termination, Bowman shall (a) apply the Retainer to any unpaid amount owed Bowman 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 Bowman by Client with respect to the Project or other projects.

5. Client Duties and Responsibilities. Client shall inform Bowman 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 reports, plans, drawings, surveys, deeds, topographical information and/or title reports. Bowman 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 Bowman to use such third-party information; (b) such consent shall be provided to Bowman upon request; and (c) such consent shall be in a form that, in Bowman'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 Bowman. 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 Bowman from and against any and all claims, demands, losses, costs, and liabilities, including without limitation reasonable attorney fees and expenses incurred by Bowman 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 Bowman pursuant to this Agreement.

6. Insurance. Bowman and its employees are protected by workman's compensation, commercial general liability, automobile liability, and professional liability insurance policies. Upon request of Client, Bowman 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 Bowman's liability to Client or any party claiming through Client be greater than the limits of such insurance. From time to time Bowman 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 Bowman shall give notice thereof to Client.

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

(a) Client may not assert that there is a breach, defect, error, omission or negligence in the services performed by Bowman that Client believes creates liability on the part of Bowman unless Client gave written notice to Bowman 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. Bowman 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 Bowman and Bowman'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 Bowman's comparative degree of fault) that resulted from the error, omission or negligent act of Bowman in the performance of services under this Agreement.

(c) To the fullest extent permitted by law, Bowman and Bowman'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 Bowman'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 Bowman unless Client shall have first provided Bowman 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 Bowman 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 parties agree that the state and federal courts located in Virginia shall have jurisdiction and venue over such dispute. 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 Bowman.

(a) All reports, plans, specifications, computer files, field data, notes, and other documents and instruments prepared by Bowman as instruments of service ("Work Product") shall remain the property of Bowman up

until such time as all monies due to Bowman have been paid in full, at which time (i) Client may take possession of the Work Product, and (ii) Bowman 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 Bowman 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 Bowman harmless from any claim, liability or cost (including reasonable attorneys' fees and defense costs) arising therefrom. Client acknowledges that if Bowman 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) Bowman reserves the right to include photographs and descriptions of the Project in its promotional, marketing, and professional materials. Client grants its consent to Bowman for Bowman 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 Bowman 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 Bowman 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, Bowman 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 Bowman or prior to final governmental approval, the potential exists for additional design and construction costs arising from required subsequent revisions and additions to Bowman 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 Bowman'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 Bowman 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 Bowman 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, Bowman 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. Bowman'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 Bowman 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 Bowman 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 Bowman by such date and in such state as Bowman reasonably deems necessary to timely perform its services. If Client fails to so provide building plans to Bowman, Bowman may make reasonable assumptions regarding building characteristics in order to timely perform its services and any later revisions to Bowman 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 Bowman 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 Bowman 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, Bowman may revise its Hourly Rate Schedule in January of each subsequent year.

15. Covenants Benefiting Third-Parties. Bowman and Client acknowledge that from time to time third-parties may request Bowman to execute documents which benefit that third-party. These documents may include certifications, consent of assignment, and/or waiver of certain of Bowman's rights under this Agreement ("Requested Covenant"). Client acknowledges that execution of Requested Covenants is beyond the Scope, is at Bowman's discretion, and, if Bowman decides to so execute a Requested Covenant, the language, terms, and conditions of such Requested Covenant must be acceptable to Bowman, at Bowman'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, Bowman may employ consultants, sub-consultants, or subcontractors as it deems necessary to perform the services described in the scope. Also, Bowman may assign its right to receive payments under this Agreement.

17. Termination. Either party may terminate the provision of further services by Bowman 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 Bowman 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 Bowman 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) Bowman shall have the right to withhold from Client the use or possession of Work Product prepared by Bowman for Client under this or any other agreement with Client, until all outstanding invoices are paid in full; (c) if the termination by Bowman resulted from a material breach by Client, Bowman shall have the right to withdraw any Work Product or other documents filed with any governmental agency by Bowman 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 Bowman'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, or (b) 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 noted on the Proposal.

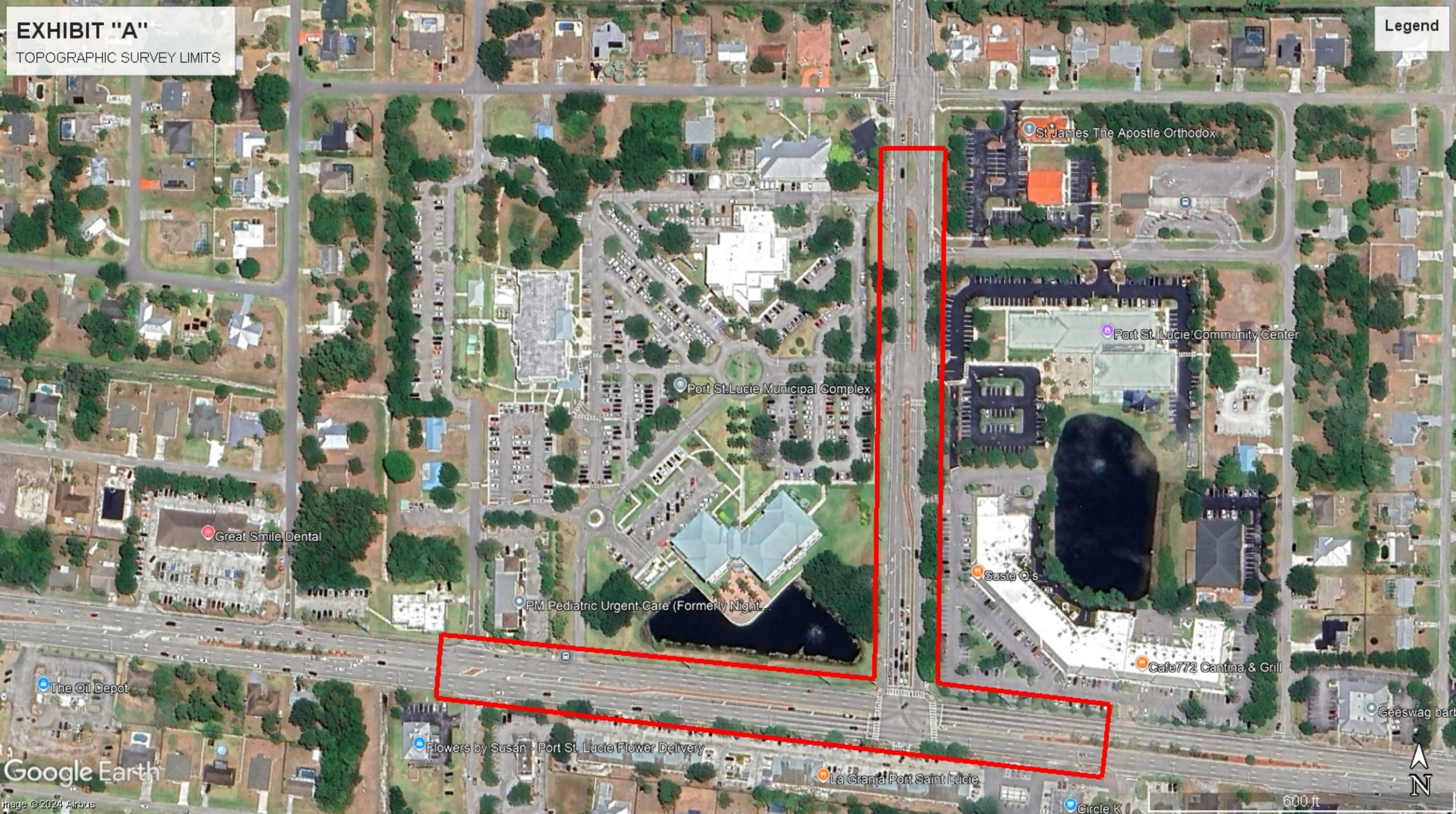
If to Bowman, notice shall be sent to the address set forth in the proposal, with a copy sent to:

Bowman Consulting Group Ltd.
12355 Sunrise Valley Drive, Suite 520
Reston, Virginia 20191
Attn: Robert A. Hickey

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

EXHIBIT "A"
TOPOGRAPHIC SURVEY LIMITS

Legend



Bowman

Prepared By: Victoria Feola
Date: 11/8/2024 Rev 3

| Phases | <i>Bowman</i> | | | | | | | Admin | |
|---|---------------|---------------|--------------|--------------|----------------|------------------------|---------------|----------------------|--|
| | Principal | Sr. Proj Mgr. | Project Mgr. | Engineer I | CAD Designer I | Construction Inspector | | | |
| Description of work | \$ 310.00 | \$ 235.00 | \$ 200.00 | \$ 130.00 | \$ 110.00 | \$ 115.00 | \$ 95.00 | | |
| Task 1.1 Civil Information Gathering | | 45 | 45 | 78 | 90 | | 5 | | |
| | \$ - | \$ 10,575.00 | \$ 9,000.00 | \$ 10,140.00 | \$ 9,900.00 | \$ - | \$ 475.00 | \$ 40,090.00 | |
| Task 1.2 Traffic Study | | | | | | | | | |
| SEE ATTACHMENT | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 30,040.00 | |
| Task 1.3 Parking Evaluation | | | | | | | | | |
| SEE ATTACHMENT | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 15,020.00 | |
| Task 2.1 Survey | | | | | | | | | |
| SEE ATTACHMENT | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 30,125.00 | |
| Task 3.1 Schematic Design | | 5 | 28 | 45 | 70 | 80 | 2 | | |
| | \$ 1,550.00 | \$ 6,580.00 | \$ 9,000.00 | \$ 9,100.00 | \$ 8,800.00 | \$ - | \$ 190.00 | \$ 35,220.00 | |
| Task 3.2 Civil Design Development | | 10 | 22 | 44 | 35 | 75 | 2 | | |
| | \$ 3,100.00 | \$ 5,170.00 | \$ 8,800.00 | \$ 4,550.00 | \$ 8,250.00 | \$ - | \$ 190.00 | \$ 30,060.00 | |
| Task 3.3 Civil Contract Documents | | | 21 | 27 | 37 | 45 | | | |
| | \$ - | \$ 4,935.00 | \$ 5,400.00 | \$ 4,810.00 | \$ 4,950.00 | \$ - | \$ - | \$ 20,095.00 | |
| Task 4.1 Civil Site Plan Approval | | | 8 | 25 | 20 | 3 | 2 | | |
| | \$ - | \$ 1,880.00 | \$ 5,000.00 | \$ 2,600.00 | \$ 330.00 | \$ - | \$ 190.00 | \$ 10,000.00 | |
| Task 4.2 Permitting | | | 10 | 35 | 23 | 25 | | | |
| | \$ - | \$ 2,350.00 | \$ 7,000.00 | \$ 2,990.00 | \$ 2,750.00 | \$ - | \$ - | \$ 15,090.00 | |
| Task 5.1 Civil Bidding Services | | 2 | 6 | 6 | 10 | | 5 | | |
| | \$ 620.00 | \$ 1,410.00 | \$ 1,200.00 | \$ 1,300.00 | \$ - | \$ - | \$ 475.00 | \$ 5,005.00 | |
| | | | | | | | | | |
| | | | | | | | TOTAL: | \$ 230,745.00 | |

STAFF HOUR COST ESTIMATE
City of Port St. Lucie Circulation Study

| MAN HOUR COSTS | | BOWMAN | | | | |
|-----------------------|--------------------|------------------------|--|--------------------------|-----------------|--------------------|
| | | Team Leader (Veronica) | Engineer I (Amit, Jayisha, Gabby, Jessica) | Administrative (Giselle) | Sub-total Hours | Fee |
| Task 1.2 | TRAFFIC STUDY | 37 | 170 | 8 | 237 | \$30,040.00 |
| Task 1.3 | PARKING EVALUATION | 21 | 80 | 4 | 110 | \$15,020.00 |
| TOTAL HOURS | | 58 | 250 | 12 | 347 | \$45,060.00 |
| HOURLY RATES | | \$240.00 | \$120.00 | \$95.00 | | |
| MAN-HOUR COSTS | | \$13,920.00 | \$30,000.00 | \$1,140.00 | | \$45,060.00 |



Revised January 24, 2025

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

chris@cpzarchitects.com

Re: Port St. Lucie City Hall Expansions and Parking Garage

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.

PROJECT UNDERSTANDING

CPZ Architects, Inc. has requested our office to prepare landscape and irrigation plans for The City of Port St. Lucie's City Hall Expansion and Parking Garage.

SCOPE OF SERVICES

LANDSCAPE ARCHITECTURE SERVICES

I. Schematic Design

Lump Sum \$24,440.00

WGI will prepare a Schematic Landscape Design for the project.

The following is a list of services included in this phase:

1. Team coordination meetings (assumes 2 hours);
2. Site visit to evaluate existing vegetation and analyze existing conditions;
3. Prepare schematic tree disposition plan to be based on tree survey provided by others;
4. Prepare schematic landscape plan including outline of code landscape requirements;
5. Three (3) colored site plan renderings, providing one (1) rendering for a total of three (3) building configurations; and
6. Attend one (1) design review meeting.

II. Design Development

Lump Sum \$13,320.00

WGI will prepare a Design Development plan set for the project.

The following is a list of services included in this phase of the project:

1. Team coordination meetings (assumes 2 hours);
2. Prepare a Tree Disposition Plan indicating required disposition of existing trees within the site, outlining required tree mitigation;

3. Prepare landscape design for proposed improvement areas on the schematic site plan. The landscape plan will depict landscape improvements by type showing palm, shade, and ornamental type with a draft plant list;
4. Two (2) colored site plan renderings;
5. Attend design review and coordination meetings with CLIENT; and
6. Prepare up to one (1) revised drawing set based on CLIENT comments.

III. Landscape Plans for DRC Submittals Lump Sum \$10,015.00

WGI will prepare landscape plans for up to three (3) site plan submittals. The following is a list of services included in this phase:

1. Team coordination meetings (assumes 2 hours);
2. Provide Tree Disposition Plan indicating required disposition of existing trees within the site and identifying required tree mitigation.
3. Provide landscape plan to include location, botanic and common plant name, size, quantities and specific requirements for proposed planting materials. Plans will include specifications and planting details associated with the proposed landscape design.
4. Prepare landscape phasing plans;
5. One (1) final site plan rendering; and
6. Prepare revised plans and comment responses for up to two (2) site plan resubmittals after initial site plan submittal.

IV. Construction Documents Lump Sum \$33,735.00

Based on the approved site plan, WGI will prepare a Construction Document (CD) Package for the project to include three submittals for 50%, 90% and 100% level submissions. The following is an outline of the final documents included in this phase:

1. Prepare Tree Disposition plans to include relocation, removal and preservation of trees recorded from tree survey with required mitigation;
2. Prepare Landscape Plans to include location, botanic and common plant name, size, quantities, and specific requirements for all proposed planting materials. Plans will include specifications and planting details associated with the proposed landscape design; and
3. Prepare Irrigation Plans to include layout sheets, details, and specifications for head locations, valves, piping, sleeving, etc. as required addressing the site-specific irrigation requirements.

V. Permitting Lump Sum \$8,955.00

Based on the approved 100% Construction Document Set, WGI will provide landscape and irrigation plans for an initial building permit submittal and up to 1 permit resubmittals.

VI. Bidding Lump Sum \$5,295.00

WGI will offer the following services during the bidding phase as requested:

1. Provide bid plan set for landscape and irrigation;
2. Attend pre-bid meeting; and
3. Respond to RFI's and issue plan addendums.

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. Site plan submittals shall not require any variances. If it is deemed any variances will be required for site plan approval, WGI will submit a separate proposal for those services;
4. Additional submittals and coordination with permitting and approval agencies not due to WGI's work will be invoiced on an hourly basis;
5. CLIENT will have a field supervisor to coordinate construction; and
6. Services not included: Electrical Design, Landscape Lighting Design, Hardscape Design, Tree Removal Permitting, Water-Use Permitting, Structural, Architectural, Engineering, Title Search, Survey, Geotechnical, and Construction Administration.

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. Building footprints; and
3. CAD files and PDFs of existing boundary and tree survey of the subject property.

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 where the project is located. 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 _____, 2024

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

HOURLY BREAKDOWN WITH RATES

| Phases Description of work | <i>WGI - Landscape Architecture</i> | | | | |
|---|-------------------------------------|---------------|-----------------|--------------------|--------------|
| | Principal LA | Sr. Proj Mgr. | Senior Designer | Landscape Designer | |
| | | | | | |
| | \$ 225.00 | \$ 220.00 | \$ 150.00 | \$ 120.00 | |
| Schematic Design | | | | | |
| Team Coordination Meetings | | 4 | | | |
| Site Visit and Review with City and Design Team | | 4 | | | |
| Verify Species of Existing Trees on Site | | 8 | 8 | | |
| Review of Preliminary Site Plan | | 1 | | | |
| Prepare Preliminary Tree Disposition Plan | 1 | 6 | 4 | 10 | |
| Prepare Preliminary Landscape Plan | 1 | 6 | 8 | 10 | |
| Review Code and Prepare Landscape Requirements Chart | | 2 | | | |
| Revise Plans Based on City Feedback and Site Plan Updates | 1 | 8 | | 16 | |
| Colored Site Plan Renderings | | 2 | 24 | | |
| Coordinate with the Architect | | 2 | | | |
| Coordinate with the Civil Engineer | | 2 | | | |
| Prepare Final SD Plans and Submit to Architect | 1 | 8 | | 8 | |
| SUB-TOTAL | 4 | 53 | 44 | 44 | |
| | \$ 900.00 | \$ 11,660.00 | \$ 6,600.00 | \$ 5,280.00 | \$ 24,440.00 |
| Design Development | | | | | |
| Team Coordination meetings | | 2 | | | |
| Revise Tree Disposition Plan per Site Plan Updates | | 2 | 4 | 4 | |
| Revise Landscape Plan per Site Plan Updates | | 4 | 8 | 10 | |
| Update Landscape Requirement Charts on Drawings | | 2 | | | |
| Coordinate Landscape with Proposed Lighting | | 2 | | | |
| Colored Site Plan Renderings | | | 16 | | |
| Coordinate with the Architect | | 2 | | | |
| Coordinate with the Civil Engineer | | 2 | | | |
| Prepare Final DD Plans and Submit to Architect | | 8 | 8 | 8 | |
| SUB-TOTAL | 0 | 24 | 36 | 22 | |
| | \$ - | \$ 5,280.00 | \$ 5,400.00 | \$ 2,640.00 | \$ 13,320.00 |
| DRC Submittals | | | | | |
| Team meetings | | 2 | | | |
| Review Comments and Prepare Written Responses | | 3 | | | |
| Revise Plans/ Prepare Landscape Phasing Plans | 3 | 12 | 12 | 10 | |
| Coordination with Architect, Civil Engineer, and MEP | | 3 | | | |
| Colored Site Plan Rendering | | | 10 | | |
| Submit Plans to Architect | | 2 | | | |
| SUB-TOTAL | 3 | 22 | 22 | 10 | |
| | \$ 675.00 | \$ 4,840.00 | \$ 3,300.00 | \$ 1,200.00 | \$ 10,015.00 |



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. **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.
5. **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.
6. **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.
7. **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.

- 8. 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.
- 9. 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.
- 10. 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.
- 11. 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.
- 12. 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.
- 13. 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.
- 14. 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.

15. 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.

16. 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.

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



1225 Omar Road
West Palm Beach, FL 33405
P 561-494-7032
F 561-758-1557
Terracon.com

January 8, 2025

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

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

RE: Proposal for Geotechnical Engineering Services
Port St. Lucie City Hall Expansion and Parking Garage
121 SW Port St. Lucie Blvd
Port St Lucie, FL
Terracon Proposal No. PHB245009

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 \$ 34,309.22 with an anticipated delivery date of the report 15 days after completion of field work. The Private utility locate service can be provided for an additional \$ 1,500. Total fees for the project will be \$ 35,809.22. Exhibit C includes details of our fees and consideration of additional services as well as a general breakdown of our anticipated schedule.

Your authorization for Terracon to proceed in accordance with this proposal can be issued by signing and returning a copy of the attached Agreement for Services between CPZ and Terracon to our office.

Terracon

Jason Dubois
Project Manager

Rutu Nulkar, P.E.
Geotechnical Dept. Manager

AGREEMENT FOR SERVICES

This AGREEMENT is between CPZ Architects ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the City of Port St Lucie City Hall Expansion and City Complex Parking Garage project ("Project"), as described in Consultant's Proposal dated 01/08/2025 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

1. **Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
2. **Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
3. **Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
4. **Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
5. **Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
6. **LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
7. **Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
8. **Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
9. **Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$2,000,000 occ / \$4,000,000 agg); (iii) automobile liability insurance (\$2,000,000 B.I. and P.D. combined single limit); (iv) umbrella liability (\$5,000,000 occ / agg); and (v) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

10. **CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
11. Dispute Resolution. Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
12. Subsurface Explorations. Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
13. Testing and Observations. Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
14. Sample Disposition, Affected Materials, and Indemnity. Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
15. Ownership of Documents. Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
16. Utilities. Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
17. 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, 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 unsafe site conditions. 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.

PURSUANT TO SECTION 558.0035 OF FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE.

Consultant: Terracon Consultants, Inc.

Client: CPZ Architects

By: _____ Date: 1/8/2025

By: _____ Date: _____

Name/Title: Rutugandha H Nulkar / Geotechnical Dept. Manager

Name/Title: Chris Zimmerman, AIA /

Address: 645 NW Enterprise Dr Ste 107
Port St Lucie, FL 34986-2261

Address: 4316 W Broward Blvd
Plantation, FL 33317-3762

Phone: (772) 343-9787 Fax: (772) 343-9404

Phone: (954) 792-8525 Fax: _____

Email: Rutu.Nulkar@terracon.com

Email: chris@cpzarchitects.com

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 CPZ and/or the design team verify all information prior to our initiation of field exploration activities.

Planned Construction

| Item | Description |
|----------------------|---|
| Information Provided | The project information was provided to us via email dated October 30, 2024 and following emails |
| Project Description | The project includes expansion of existing City Hall and construction of new three to four story parking garage. |
| Proposed Structure | The proposed structures include: <ul style="list-style-type: none"> a. Proposed City Hall Expansion – 43,196 square feet b. Proposed Parking Garage – 173,218 square feet |
| Loads (assumed) | City Hall Expansion Column loads: 300 kips Wall Loads: 2-3 klf Maximum Floor Slab: 150 psf Parking Garage Column Loads: 600 kips Wall Loads: 5-10 klf |

Site Location and Anticipated Conditions

| Item | Description |
|-----------------------|--|
| Parcel Information | The project will be located along 121 SW Port St. Lucie Blvd in Port St Lucie, FL. |
| Existing Improvements | Existing three-story City Hall building along with parking lot within the Port St. Lucie Municipal Complex |
| Current Ground Cover | Existing landscape area around building and paved areas |
| Existing Topography | The site is relatively flat |

Site Access

Based on the google earth imagery we anticipate that all exploration locations, are accessible with our truck-mounted drilling equipment and support vehicles.

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

Terracon has previously performed subsurface exploration and provided geotechnical recommendations for other projects at Hialeah Yard.

Based on input provided by CPZ, and our experience with similar projects in the vicinity of the project site, we propose the following field exploration program.

| Number of Borings | Planned Boring Depth (feet) | Planned Location ¹ |
|-------------------|-----------------------------|-------------------------------|
| 5 | 35 | Proposed City Hall Expansion |
| 8 | 60 | Proposed Parking Garage |

1. The planned boring locations will be provided once the concept plan is finalized.

Boring Layout and Elevations: We will use handheld GPS equipment to locate borings with an estimated horizontal accuracy of ± 10 feet. Field measurements from existing site features may be utilized. If available, approximate elevations will be obtained by interpolation from a site specific, surveyed topographic map. We can alternatively coordinate with your Project Surveyor to include locations and surface elevations in project information if so requested.

Subsurface Exploration Procedures: We will advance borings with a truck-mounted drill rig using rotary wash boring techniques. Five samples will be obtained in the upper 10 feet of each boring and at intervals of 5 feet thereafter. 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 observed 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.

Property Disturbance: We will grout the boreholes upon completion of the field work.

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 observed while drilling will be noted on our logs.

Exploration efforts require borings (and possibly excavations) into the subsurface, therefore Terracon will comply with local regulations to request a utility location service through SSOCOF. We will consult with the landowner/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. Terracon proposes to provide private utility locating services using a subcontractor. Fees associated with this service are included in our Scope of Services (See Exhibit C).

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 landowner/client of their responsibilities in identifying private underground utilities.

Site Access: Terracon must be granted access to the site by the property owner. Without information to the contrary, we consider acceptance of this proposal as authorization to access the property for conducting field exploration in accordance with the Scope of Services. Our proposed fees do not include time to negotiate and coordinate access with landowners or tenants. Terracon will conduct field services during normal business hours (Monday through Friday between 7:00am and 5:00pm). If our exploration must take place over a weekend or at night, please contact us so we can adjust our schedule and fee.

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 fieldwork, but we anticipate the following laboratory testing may be performed:

- Water content
- Grain size analysis (-200 sieve only)
- Organic content

Our laboratory testing program often includes examination of soil samples by an engineer. Based on the results of our field and laboratory programs, 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

The results of our field and laboratory programs will be evaluated, and a geotechnical engineering report will be prepared under the supervision of a licensed professional engineer.

The Geotechnical report will include:

- Boring logs with field and laboratory data
- Stratification based on visual soil (and rock) classification
- Groundwater levels observed during drilling
- Site Location and Exploration Plans
- Subsurface exploration procedures
- Description of subsurface conditions
- Recommended foundation options and engineering design parameters for foundations for the proposed city hall expansion and proposed parking garage
- Estimated settlement of foundations
- Provide passive, active and at-rest soil pressure coefficient for lateral design

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:

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

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. Our assessment is based on widely spaced exploration locations and the assumption that construction methods will be performed in a manner sufficient to meet our expectations and 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. These services allow 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.

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 ² |
|--|---------------------------|
| Geotechnical Report – Subsurface Exploration, Laboratory Testing and Geotechnical Report | \$34,309.22 |
| Private Utility Locates | \$1,500 |
| TOTAL FEES | \$35,809.22 |

1. The lump sum fee considers one drill rig mobilization and no unexpected onsite delays.
2. Proposed fees noted above are effective for 90 days from the date of the proposal.

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

| Additional Services | Lump Sum Fee ² | Initial for Authorization |
|---|---------------------------|---------------------------|
| Percolation Test (if performed along with other borings at the location of existing boring) | \$550/ test | |
| Preparation of Specifications and review of Plans | TBD | |
| Construction Material Testing Services | TBD | |

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 for the Geotechnical Report based upon our existing availability and understanding of your project schedule. However, our schedule does not account for delays in field exploration beyond our control, such as weather conditions, delays resulting from utility clearance, 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.

| Delivery on Client Portal | Schedule ^{1, 2} |
|---------------------------|---|
| Kickoff Call with Client | 2-3 days after notice to proceed |
| Site Characterization | 10 days after completion of field program |
| Geotechnical Engineering | 15 days after completion of field program |

1. Upon receipt of your notice to proceed we will activate the schedule component on Client Portal with specific, anticipated dates for the delivery points noted above as well as other pertinent events.
2. Standard workdays. We will maintain an activities calendar within on Client Portal. The schedule will be updated to maintain a current awareness of our plans for delivery.



FEE BREAKDOWN
Port St. Lucie City Hall Expansion and City Complex Parking Garage
121 S.W. Port St. Lucie Boulevard
Port St. Lucie, St. Lucie County, FL

Terracon Proposal No. PHB245009
08-Jan-25

| <u>DESCRIPTION</u> | <u>UNIT</u> | <u># OF UNITS</u> | <u>UNIT RATE</u> | <u>TOTAL</u> |
|--|-------------|-------------------|------------------|--------------------|
| I. Field Exploration | | | | |
| Mobilization of truck mounted drilling equipment | each | 1 | \$600.00 | \$600.00 |
| Standard Penetration Test Borings | | | | |
| Penetration Depth 0 to 60' (Five borings to 35 feet in City Hall expansion building footprint and eight borings to 60 feet in the Parking Garage building footprint) | foot | 655 | \$16.00 | \$10,480.00 |
| Casing Allowance | foot | 480 | \$6.00 | \$2,880.00 |
| Grout Boreholes | foot | 655 | \$6.00 | \$3,930.00 |
| Subtotal | | | | \$17,890.00 |
| II. Laboratory Testing | | | | |
| Material Finer than 200 Sieve | test | 8 | \$60.00 | \$480.00 |
| Moisture Content | test | 8 | \$15.00 | \$120.00 |
| Subtotal | | | | \$600.00 |
| III. Geotechnical Engineering Services | | | | |
| Principal | Per Hour | 4.0 | \$214.79 | \$859.16 |
| Department Manager | Per Hour | 10.0 | \$210.93 | \$2,109.30 |
| Senior Engineer (coordination, analysis, report) | Per Hour | 40.0 | \$210.93 | \$8,437.20 |
| Senior Staff Engineer(mark borings, visual soil classification) | Per Hour | 16.0 | \$171.86 | \$2,749.76 |
| CADD Technician | Per Hour | 8.0 | \$80.00 | \$640.00 |
| Administrative Assistant | Per Hour | 10.0 | \$102.38 | \$1,023.80 |
| Subtotal | | | | \$15,819.22 |
| TOTAL LUMP SUM GEOTECHNICAL ENGINEERING FEES | | | | \$34,309.22 |
| Private Utility Locates | Lumpsum | 1.0 | \$1,500.00 | \$1,500.00 |
| TOTAL | | | | \$35,809.22 |



Revised January 08, 2025

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

chris@cpzarchitects.com

Re: Port St. Lucie City Hall Expansions and Parking Garage

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.

PROJECT UNDERSTANDING

CPZ Architects, Inc. has requested our office to prepare landscape and irrigation plans for The City of Port St. Lucie's City Hall Expansion and Parking Garage.

SCOPE OF SERVICES

LANDSCAPE ARCHITECTURE SERVICES

I. Schematic Design

Lump Sum \$24,440.00

WGI will prepare a Schematic Landscape Design for the project.

The following is a list of services included in this phase:

1. Team coordination meetings (assumes 2 hours);
2. Site visit to evaluate existing vegetation and analyze existing conditions;
3. Prepare schematic tree disposition plan to be based on tree survey provided by others;
4. Prepare schematic landscape plan including outline of code landscape requirements;
5. Three (3) colored site plan renderings, providing one (1) rendering for a total of three (3) building configurations; and
6. Attend one (1) design review meeting.

II. Design Development

Lump Sum \$13,320.00

WGI will prepare a Design Development plan set for the project.

The following is a list of services included in this phase of the project:

1. Team coordination meetings (assumes 2 hours);
2. Prepare a Tree Disposition Plan indicating required disposition of existing trees within the site, outlining required tree mitigation;

3. Prepare landscape design for proposed improvement areas on the schematic site plan. The landscape plan will depict landscape improvements by type showing palm, shade, and ornamental type with a draft plant list;
4. Two (2) colored site plan renderings;
5. Attend design review and coordination meetings with CLIENT; and
6. Prepare up to one (1) revised drawing set based on CLIENT comments.

III. Landscape Plans for DRC Submittals Lump Sum \$10,015.00

WGI will prepare landscape plans for up to three (3) site plan submittals.

The following is a list of services included in this phase:

1. Team coordination meetings (assumes 2 hours);
2. Provide Tree Disposition Plan indicating required disposition of existing trees within the site and identifying required tree mitigation.
3. Provide landscape plan to include location, botanic and common plant name, size, quantities and specific requirements for proposed planting materials. Plans will include specifications and planting details associated with the proposed landscape design.
4. Prepare landscape phasing plans;
5. One (1) final site plan rendering; and
6. Prepare revised plans and comment responses for up to two (2) site plan resubmittals after initial site plan submittal.

IV. Construction Documents Lump Sum \$33,735.00

Based on the approved site plan, WGI will prepare a Construction Document (CD) Package for the project to include three submittals for 50%, 90% and 100% level submissions. The following is an outline of the final documents included in this phase:

1. Prepare Tree Disposition plans to include relocation, removal and preservation of trees recorded from tree survey with required mitigation;
2. Prepare Landscape Plans to include location, botanic and common plant name, size, quantities, and specific requirements for all proposed planting materials. Plans will include specifications and planting details associated with the proposed landscape design; and
3. Prepare Irrigation Plans to include layout sheets, details, and specifications for head locations, valves, piping, sleeving, etc. as required addressing the site-specific irrigation requirements.

V. Permitting Lump Sum \$8,955.00

Based on the approved 100% Construction Document Set, WGI will provide landscape and irrigation plans for an initial building permit submittal and up to 1 permit resubmittals.

VI. Bidding Lump Sum \$5,295.00

WGI will offer the following services during the bidding phase as requested:

1. Provide bid plan set for landscape and irrigation;
2. Attend pre-bid meeting; and
3. Respond to RFI's and issue plan addendums.

VII. Construction Administration

Lump Sum \$7,260.00

WGI will offer the following services as requested:

1. Attend Pre-Construction Meeting;
2. Respond to RFI's;
3. Attend one (1) substantial completion walk-through with CLIENT;
4. Prepare punch list of items to be completed before final walk-through and acceptance;
5. Perform one (1) final walk-through; and
6. Issue Landscape Certification Letter after satisfactory inspection.

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. Site plan submittals shall not require any variances. If it is deemed any variances will be required for site plan approval, WGI will submit a separate proposal for those services;
4. Additional submittals and coordination with permitting and approval agencies not due to WGI's work will be invoiced on an hourly basis;
5. CLIENT will have a field supervisor to coordinate construction; and
6. Services not included: Electrical Design, Landscape Lighting Design, Hardscape Design, Tree Removal Permitting, Water-Use Permitting, 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. Building footprints; and
3. CAD files and PDFs of existing boundary and tree survey of the subject property.

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 where the project is located. 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 _____, 2024

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

HOURLY BREAKDOWN WITH RATES

| Phases Description of work | <i>WGI - Landscape Architecture</i> | | | |
|---|-------------------------------------|---------------|-----------------|--------------------|
| | Principal LA | Sr. Proj Mgr. | Senior Designer | Landscape Designer |
| | | | | |
| | \$ 225.00 | \$ 220.00 | \$ 150.00 | \$ 120.00 |
| Schematic Design | | | | |
| Team Coordination Meetings | | 4 | | |
| Site Visit and Review with City and Design Team | | 4 | | |
| Verify Species of Existing Trees on Site | | 8 | 8 | |
| Review of Preliminary Site Plan | | 1 | | |
| Prepare Preliminary Tree Disposition Plan | 1 | 6 | 4 | 10 |
| Prepare Preliminary Landscape Plan | 1 | 6 | 8 | 10 |
| Review Code and Prepare Landscape Requirements Chart | | 2 | | |
| Revise Plans Based on City Feedback and Site Plan Updates | 1 | 8 | | 16 |
| Colored Site Plan Renderings | | 2 | 24 | |
| Coordinate with the Architect | | 2 | | |
| Coordinate with the Civil Engineer | | 2 | | |
| Prepare Final SD Plans and Submit to Architect | 1 | 8 | | 8 |
| SUB-TOTAL | 4 | 53 | 44 | 44 |
| | \$ 900.00 | \$ 11,660.00 | \$ 6,600.00 | \$ 5,280.00 |
| | | | | \$ 24,440.00 |
| Design Development | | | | |
| Team Coordination meetings | | 2 | | |
| Revise Tree Disposition Plan per Site Plan Updates | | 2 | 4 | 4 |
| Revise Landscape Plan per Site Plan Updates | | 4 | 8 | 10 |
| Update Landscape Requirement Charts on Drawings | | 2 | | |
| Coordinate Landscape with Proposed Lighting | | 2 | | |
| Colored Site Plan Renderings | | | 16 | |
| Coordinate with the Architect | | 2 | | |
| Coordinate with the Civil Engineer | | 2 | | |
| Prepare Final DD Plans and Submit to Architect | | 8 | 8 | 8 |
| SUB-TOTAL | 0 | 24 | 36 | 22 |
| | \$ - | \$ 5,280.00 | \$ 5,400.00 | \$ 2,640.00 |
| | | | | \$ 13,320.00 |
| DRC Submittals | | | | |
| Team meetings | | 2 | | |
| Review Comments and Prepare Written Responses | | 3 | | |
| Revise Plans/ Prepare Landscape Phasing Plans | 3 | 12 | 12 | 10 |
| Coordination with Architect, Civil Engineer, and MEP | | 3 | | |
| Colored Site Plan Rendering | | | 10 | |
| Submit Plans to Architect | | 2 | | |
| SUB-TOTAL | 3 | 22 | 22 | 10 |
| | \$ 675.00 | \$ 4,840.00 | \$ 3,300.00 | \$ 1,200.00 |
| | | | | \$ 10,015.00 |



| | | | | | |
|---|-----------|--------------|--------------|-------------|--------------|
| Construction Documents | | | | | |
| 50% Construction Drawings | | | | | |
| Team Coordination meetings | | 4 | | | |
| Revise Tree Disposition Plan Per Site Plan Updates | | 2 | 4 | | 4 |
| Revise Landscape Plan per Site Plan Updates | | 4 | 8 | | 10 |
| Update Landscape Requirement Charts on Drawings | | 2 | | | |
| Prepare Preliminary Irrigation Plans | 1 | 2 | 16 | | |
| Coordinate Landscape with Proposed Lighting | | 2 | | | |
| Coordinate with the Architect | | 2 | | | |
| Coordinate with the Civil Engineer | | 2 | | | |
| Prepare Plans and Submit to Architect | | 2 | 2 | | |
| 90% Construction Documents | | | | | |
| Team Coordination meetings | | 4 | | | |
| Revise Tree Disposition Plan per Site Plan Updates | | 2 | 4 | | 4 |
| Revise Landscape Plan per Site Plan Updates | | 4 | 8 | | 10 |
| Update Landscape Requirement Charts on Drawings | | 2 | | | |
| Prepare Irrigation Plans | 1 | 2 | 16 | | |
| Coordinate Landscape with Proposed Lighting | | 2 | | | |
| Coordinate with the Architect | | 2 | | | |
| Coordinate with the Civil Engineer | | 2 | | | |
| Prepare Plans and Submit to Architect | | 2 | 2 | | |
| 100% Construction Documents | | | | | |
| Team Coordination meetings | | 4 | | | |
| Finalize Tree Disposition Plan per Site Plan Updates | | 2 | 4 | | 4 |
| Finalize Landscape Plan per Site Plan Updates | | 4 | 8 | | 10 |
| Update Landscape Requirement Charts on Drawings | | 2 | | | |
| Finalize Irrigation Plans | 1 | 2 | 16 | | |
| Coordinate Landscape with Proposed Lighting | | 2 | | | |
| Coordinate with the Architect | | 2 | | | |
| Coordinate with the Civil Engineer | | 2 | | | |
| Prepare Final Plans and Submit to Architect | | 2 | 2 | | |
| SUB-TOTAL | 3 | 66 | 90 | | 42 |
| | \$ 675.00 | \$ 14,520.00 | \$ 13,500.00 | \$ 5,040.00 | \$ 33,735.00 |
| Permitting | | | | | |
| Team meetings | | 2 | | | |
| Review Permit Review Comments and Prepare Written Responses | | 2 | | | |
| Revise Plans to Address Comments | 3 | 12 | 10 | | 18 |
| Coordination with Architect, Civil Engineer, and MEP | | 3 | | | |
| Submit Plans to Architect | | 2 | | | |
| SUB-TOTAL | 3 | 21 | 10 | | 18 |
| | \$ 675.00 | \$ 4,620.00 | \$ 1,500.00 | \$ 2,160.00 | \$ 8,955.00 |



| | | | | | | |
|------------------------------------|--|-----------|-------------|-------------|--------------|----------------------|
| Bidding | | | | | | |
| | Attend Pre-bid Meeting | | 1 | | | |
| | Prepare Landscape and Irrigation Bid Set | 2 | 4 | 8 | 12 | |
| | Review and Respond to RFI's/ Addendums | 1 | 4 | | | |
| | SUB-TOTAL | 3 | 9 | 8 | 12 | |
| | | \$ 675.00 | \$ 1,980.00 | \$ 1,200.00 | \$ 1,440.00 | \$ 5,295.00 |
| Construction Administration | | | | | | |
| | Attend Pre-Construction Meeting | | 1 | | | |
| | Review and Respond to RFI's | | 4 | | | |
| | Substantial Completion Site Visit | | 8 | | | |
| | Prepare and Issue Punch List | | 8 | | | |
| | Final Walk-through/Punch-List Review | | 8 | | | |
| | Project Certificaion/ Close Out | | 4 | | | |
| | SUB-TOTAL | | 33 | | | |
| | | \$ - | \$ 7,260.00 | \$ - | \$ - | \$ 7,260.00 |
| | | | | | Total | \$ 103,020.00 |

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. **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.
5. **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.
6. **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.
7. **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.

- 8. 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.
- 9. 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.
- 10. 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.
- 11. 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.
- 12. 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.
- 13. 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.
- 14. 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.

15. 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.

16. 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.

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