

RESOLUTION NO. 2022-

**A RESOLUTION OF THE VILLAGE OF PINECREST,
FLORIDA, AUTHORIZING THE VILLAGE MANAGER
TO EXECUTE AN AGREEMENT WITH STANTEC FOR
STORMWATER DRAINAGE SYSTEM DESIGN
SERVICES (WEST); PROVIDING FOR AN EFFECTIVE
DATE.**

BE IT RESOLVED BY THE VILLAGE COUNCIL OF PINECREST, FLORIDA, AS FOLLOWS:

Section 1. That the Village Council hereby authorizes the Village Manager to enter into the attached agreement with Stantec for the U29-S (West) sub basin in the amount of \$202,960.

Section 2. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 11th day of October, 2022.

Joseph M. Corradino, Mayor

Attest:

Priscilla Torres, CMC
Village Clerk

Approved as to Form and Legal Sufficiency:

Mitchell Bierman
Village Attorney

Consent Agenda




Yocelyn Galiano, ICMA-CM
Village Manager
manager@pinecrest-fl.gov

MEMORANDUM
Office of the Village Manager

DATE: October 3, 2022

TO: The Honorable Mayor and Members of the Village Council

FROM: Yocelyn Galiano, ICMA-CM, Village Manager 

RE: Resolution for Stormwater Drain System Design Services Agreement –
Stantec Consulting Services, Inc.

Attached for your consideration, please find a quote dated September 30, 2022 totaling \$202,960 from Stantec Consulting Services, Inc. for a data collection, design, permitting, and post design services for the U29-S (West) sub basin. This basin is rated 1 of 15 priority drainage projects in the Village's Stormwater Master Plan. Stantec Consulting Services is one of three engineering companies that have been pre-qualified for miscellaneous engineering design work by the Village Council.

During Fiscal Year 2022, the Village secured \$500,000 from the State of Florida and \$604,000 from the Federal government to be used toward design and construction of drainage projects throughout the Village.

I hereby respectfully recommend the Village Council adopt the attached resolution authorizing the Village Manager to execute an agreement for engineering design services for sub basin U29-S with Stantec Consulting Services in the amount of \$202,960.





901 Ponce de Leon, Suite 900
Coral Gables, Florida 33134

September 30, 2022

Village of Pinecrest
Office of Public Works
10800 SW 57th Avenue
Pinecrest, Florida 33156

Attention: Mr. David J. Mendez, P.E., Public Works Director

Reference: Design Services for Drainage Sub-Basins U29 West – 2,750 LF

Dear Mr. Mendez,

We are pleased to present this proposal for professional engineering services for your consideration.

Scope of Project:

We understand that the Village of Pinecrest would like to complete stormwater improvements at Sub-Basin U-29 West of C-100A canal. This portion is on SW 72nd Place from SW 114th Street to SW 120th Street, including all cul-de-sac along the east side of SW 72nd Place. It is our understanding that the existing drainage infrastructure in the Sub-Basins do not treat or discharge adequate runoff to meet the desired performance criteria adopted in the Village's Stormwater Master Plan. The current drainage system in this sub-basin generally consists of isolated French drains and catch basins draining into the existing C-100A canal. The scope of work will consist of utility investigation, design of new drainage systems including exfiltration trenches, solid pipes, and drainage structures, roadway restoration, milling and resurfacing and basic striping plans. The approximately length of roadway for the West Sub-Basin is 2,750 LF. See attached map.

Scope of Services:

Task 1. Data Collection and Evaluation

During this task Stantec will coordinate and obtain a topographic and boundary survey, and a geotechnical report consisting of two (2) standard percolation tests for the drainage areas. Stantec will conduct a site visit to review and document existing conditions and perform utility investigation including utility notification letters and obtaining as-builts to define location of existing utilities. Our subconsultant, Longitude Surveyors LLC (LS) will provide Quality Level "A" Subsurface Utility Engineering (SUE) services to be determined when design has progressed far enough to understand critical utility crossings that require more reliable information. The SUE will include the horizontal position and elevation of the top of utility, size, type of material, direction, along with pictures and completed Vacuum Excavation Reports. LS will locate the soft digs by GPS using the Horizontal Datum NAD83/2011 adjustment and NGVD29 Vertical Datum. Stantec will review test hole information and will adjust the design plans accordingly to resolve utility conflicts.



September 30, 2022

Mr. David J. Mendez, P.E., Public Works Director

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Task 2. Design Plans and Specifications

Design plans will include cover sheet, key sheet, general notes, milling and resurfacing plan, drainage plan and profiles, construction details, basic striping plans, notes, and typical sections of the proposed work. Our drainage design and calculations will be based on the 10-year 1-hour storm event. We understand from the master plan that 36" outfalls are shown. We will complete calculations and modeling to confirm that an adequate number and size of outfalls are included. Furthermore, we assume that the outfalls are either existing, or if new are required, they will be able to be installed within existing drainage easements. We have not included any coordination or legal documents to obtain new easements. Some paths of these outfalls appear to be developed and encroached upon by private property and may inhibit our ability to install all outfall improvements.

Quantities and cost estimates will be developed for bidding and budgeting purposes. No new landscaping or lighting is included in our scope. We anticipate submittals to the Village at 30% (Design Development Plans), 90% (for the Village to review prior to submitting for permits) and 100% Plans.

Task 3. Permitting Task

It is anticipated that permits/authorizations will be required from the Village of Pinecrest, Miami-Dade County Department of Regulatory and Economic Resources (RER), South Florida Water Management District (SFWMD), and from the U.S. Army Corps of Engineers (USACE).

Stantec will provide environmental assistance in agency coordination and permitting associated with the Village of Pinecrest Design and Permitting for Drainage Sub-Basin U29 Project. Specifically, Stantec will work with the Village of Pinecrest to prepare and submit the documentation required to obtain agency approvals from the Village of Pinecrest for Tree Removal Permit, Miami Dade County Department of Regulatory and Economic Resources (RER) for the Class II Drainage Permit, SFWMD for the Right of Way Occupancy Permit, and USACE for Standard permit, and . Documentation will include pertinent biological reports, figures and supporting documentation required by the agencies including but not limited to resource impact analysis and minimization of impacts analysis. This proposal also includes conducting a pre-application meeting with each agency prior to permit submittal to introduce the project and gain agency input on resource analysis.

Stantec will conduct a field survey of the project corridor to identify to conduct a limited roost survey for the Florida bonneted bat which includes an evaluation of trees/palms and structures within and adjacent to the project corridor for potential bat roosting habitat. This scope does not include conducting an acoustic or emergence survey for the presence of the Florida bonneted bat. Stantec will provide a biological report that will present the information collected during the terrestrial survey and include representative photo documentation of resources and site conditions.

Stantec will also assist in tracking the documentation and responding to requests for additional information from the agencies. Our history in working with the agencies indicates that it is not possible to predict the number and type of questions that the agencies may ask, nor the effort required to provide adequate responses. We are anticipating up to two (2) RAIs for each permit application.



September 30, 2022

Mr. David J. Mendez, P.E., Public Works Director

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This proposal includes coordinating with agencies to respond to questions received from the regulatory agencies. Stantec will coordinate agency responses with the Village of Pinecrest Project Manager which includes any requests for additional information. Stantec will participate in up to 10 meetings with the Village of Pinecrest.

4. Post Design Services Task

It is assumed that construction phase will last five (5) months. During the construction phase, Stantec will provide limited support services, to compliment CEI under a separate work order, as follows:

- § Attend pre-construction conference.
- § Perform Shop drawing review.
- § Attend bi-weekly progress meetings (approximately 12).
- § Respond to Contractor request for information (RFI) and clarification/ interpretation of contract documents.
- § Coordinate utility concerns and issues with regard to conflicts.
- § Attend site visits as required to resolve field modifications (approximately 15 total)
- § Review and make recommendations for Contractor contingency adjustments and change order requests, if any.
- § Coordinate design changes and RFIs.
- § Coordinate contract clarifications with the Village, CEI and Contractor
- § Complete design changes and issue plan revisions to the team
- § Issue Project Certification upon completion.

Exclusions:

Traffic Study, traffic counts, signal modification, electrical design, operational approval, color renderings, certified arborist services, asphalt cores, landscaping, irrigation, lighting, permit fees, bid phase assistance, and full-time construction engineering inspection services are not included in our scope.

Design Schedule:

- Project Initiation Task: 10 weeks
- Submit 30% Plans to Village: + 16 weeks
- Review by Village: +2 weeks
- Submit 90% Plans to Village: +24 weeks
- Review by Village: +2 weeks
- Permitting: +16 weeks (approximate)
- Total: 70 weeks



Terms and Conditions:

All terms and conditions shall be per our “Professional Engineering Services” dated February 12, 2021.

Task 1. Data Collection and Evaluation	\$39,734
Task 2. Design Plans and Specifications.....	\$94,912
Task 3. Permit Assistance Phase.....	\$31,555
Task 4. Post Design Services.....	\$36,759

TOTAL: \$202,960

We are ready to begin working on this assignment upon your authorization to proceed. If acceptable to you, we will accept a signed copy of this form as your written authorization to proceed.

Thank you,

Stantec Consulting Services Inc.

Sean Compel, P.E., LEED AP
Principal
phone: 305-445-2900
sean.compel@stantec.com

Village of Pinecrest

Approved by:

Signature

Print Name

Date

FEE WORKSHEET

DATE: September 30, 2022

PROJECT: Village of Pincrest
Drainage Sub-Basins U29 West – 2,750 LF

Task 1: Data Collection and Evaluation	Principal	PM	PE/RA	EI/AI	Sr. Tech	Clerical
Assess/Review Field Conditions		2	8	8		
Utility Investigation		2	2	2	4	
Develop and define Scope of Work	2	2	4	2		
Coordination and Management		4	4			
Drawing setup and coordination		4	4		8	
Survey and geotech coordination and review		4	2			
Sub-Total Hours	2	18	24	12	12	0
Billing Rate	\$ 225.00	\$ 191.00	\$ 191.00	\$ 130.00	\$ 115.00	\$ 75.00
Labor Cost	\$ 450.00	\$ 3,438.00	\$ 4,584.00	\$ 1,560.00	\$ 1,380.00	\$0
Data Collection and Evaluation Labor Total:						\$11,412

Survey: \$17,197
SubSurface Utility Engineering: \$9,500
Geotechnical Investigation: \$1,625

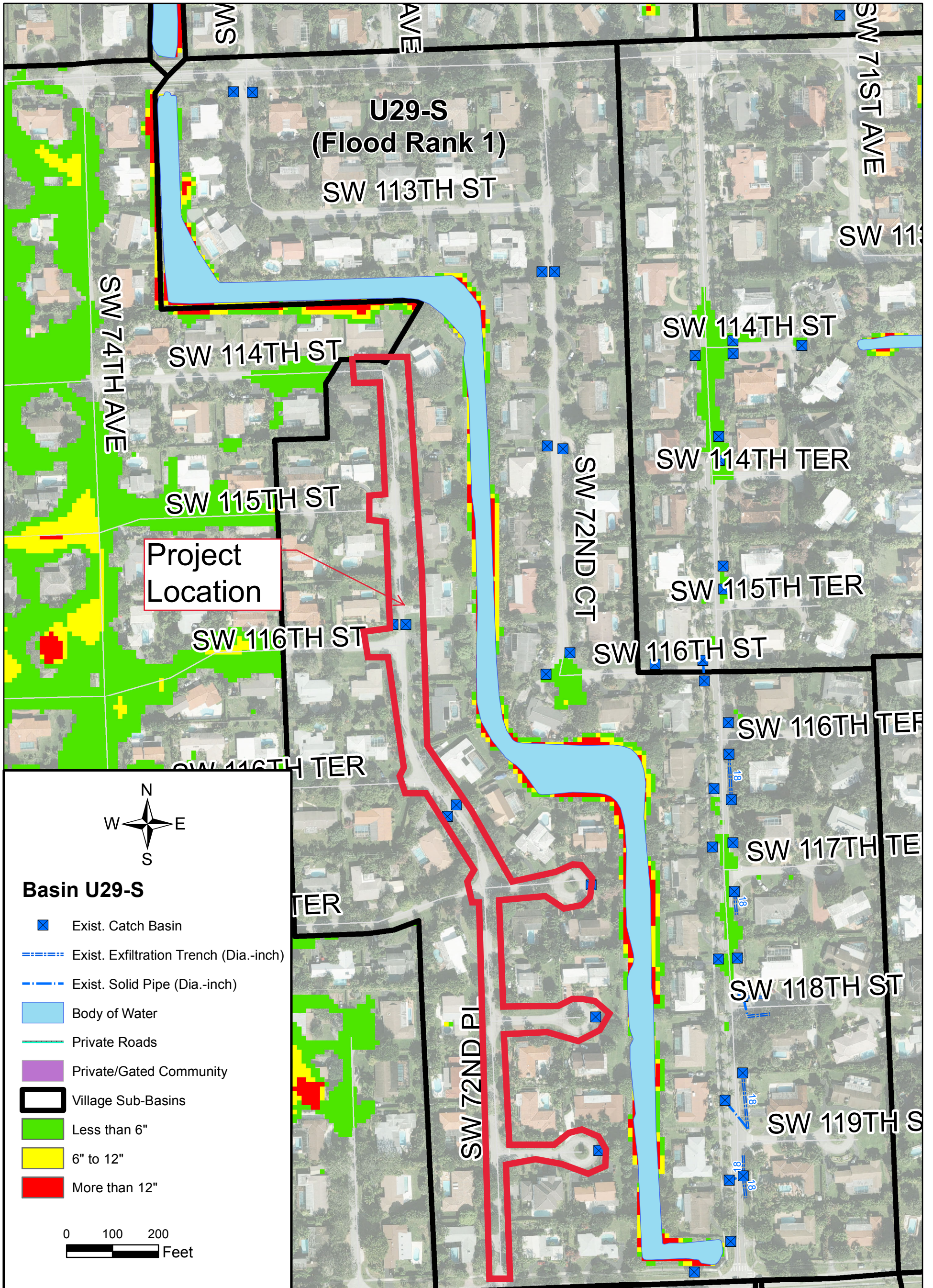
Data Collection and Evaluation Total: \$39,734

Task 2: Design Plans and Specifications	Principal	PM	PE/RA	EI/AI	Sr. Tech	Clerical
Layout and Base Sheet			6	8		
Utility Coordination and incorporation of as-built into plans			8	12	24	
Coordination & Meetings with Village		8	8			
Drainage Plan and profile	4	10	40	52	180	
Drainage Calculations and report		10	16	28	8	4
Limited Pavement Marking Plans		6	2	6	12	
Milling/Resurfacing/Restoration plans		2	4	6	12	
SWPP Plans		4	6	12	12	
Details and Notes	2	4	4	12	10	
Summary of Quantities	2	6	12	12	12	
Cost Estimates at each submittal	2	2	10	6	4	
Review Test Holes and provide recommendation		12		20		
Revise and adjust plans		12		12		
Sub-Total Hours	10	76	116	186	274	4
Billing Rate	\$ 225.00	\$ 191.00	\$ 191.00	\$ 130.00	\$ 115.00	\$ 75.00
Labor Cost	\$2,250	\$14,516	\$22,156	\$24,180	\$31,510	\$300
Design Plans and Specifications Total						\$94,912

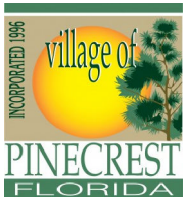
Task 3: Permit Assistance Phase	Principal	PM	PE/RA	EI/AI	Sr. CAD Tech	Clerical
Species Surveys		20	15	15	8	
Complete and Submit All Required Permit Applications		5	6	9		
SFWMD Permitting		4	10	12		
Prepare USACE Section 408 Application to Alter a Civil Works Project		10	10	2		
Class II and Tree removal Permitting		6	6	8		
Technical Meetings		4	4	4		
Quality Assurance/Quality Control	4	3	4	4		
DERM & Pinecrest PW		4	4	4	2	
Sub-Total Hours	4	56	59	58	10	0
Billing Rate	\$ 225.00	\$ 191.00	\$ 191.00	\$ 130.00	\$ 115.00	\$ 75.00
Labor Cost	\$900	\$10,696	\$11,269	\$7,540	\$1,150	\$0
Permitting Assistance Total						\$31,555

Task 4: Post Design Services (5 Months of construction)	Principal	PM	PE/RA	EI/AI	Insp.	Clerical
Attend Pre-Construction Meeting		4	4			
Review Shop Drawing	2	6		12		
Bi-weekly progress meetings - 12 total		24				
RFIs and Clarifications	1	8		16		
Site Visits (Limited to 15)		30			20	
Utility Coordination & Conflict Resolution		20		20		
Contingency Adjustments & Change Orders	2	18		18		
Final Inspection and Close-out	2	6	4	4		
Sub-Total Hours	7	116	8	70	20	0
Billing Rate	\$ 225.00	\$ 191.00	\$ 191.00	\$ 130.00	\$ 120.00	\$ 75.00
Labor Cost	\$1,575	\$22,156	\$1,528	\$9,100	\$2,400	\$0
Post Design Total						\$36,759

Grand Total: \$202,960



Appendix 8E
 5-Year, 24-Hour Flood Plain Map for Sub-Basin U29-S
 (Flood Rank 1) w/o Proposed Improvement Projects



Friday, September 23, 2022

Mr. Carlos M. Herdocia, PE, LEED AP
Senior Project Manager



901 Ponce de Leon Boulevard, Suite 900
Coral Gables, FL 33134-3070
786.502.0701

RE: Surveying and Mapping services for Village of Pinecrest Sub Basin U29-S, Pinecrest, FL

Dear Mr. Herdocia,

Pursuant to your request regarding a fee estimate for Surveying and Mapping services for the above-referenced project, LONGITUDE SURVEYORS, LLC (LS) is pleased to submit the following proposal for your consideration.

SCOPE OF WORK A – TOPOGRAPHIC SURVEY:

- Longitude will show rights-of-way computing field evidence, plats, deeds, and other documentation relative to the project. All lot lines and ownership lines within the survey limits will be shown graphically.
- LS will establish horizontal and vertical control within the limits of the survey.
- Longitude will show any easements, covenants, restrictions, etc. within the area of the outfalls present at the adjacent canal to the survey limits. Title Searches will be ordered for each individual parcel where there is an outfall present to ensure all easements, covenants, restrictions, etc. are shown.
- The survey will be referenced to the Florida State Plane Coordinate System based on the North American Datum of 1983/2011 (NAD83/11).
- Elevations will be referenced to the National Geodetic Vertical Datum of 1929 (NGVD29) unless Client provides other datum at time of Notice to Proceed (NTP).
- LS will collect all significant above ground improvements including but not limited to; pavement, sidewalks, driveways, signs, poles, fences, trees and palms, swales, valves/valve boxes, fire hydrants, above ground structures and utilities, overhead lines, and all other significant aboveground improvements.
- A Tree Survey will not be performed.
- Elevations will be collected equivalent to a twenty-five (25) foot grid throughout the survey limits and will include, at a minimum, the crown of road, back of sidewalk and edge of pavement.
- Longitude will collect existing drainage and sanitary structures and will show rim elevation, structure bottom elevation, pipe size, pipe material, pipe direction, direction of water flow, and inverts. Existing outfalls within the adjacent canal will also be collected.

SCOPE OF WORK B – SUBSURFACE UTILITY ENGINEERING (SUE) QUALITY LEVEL “A” SOFT-DIGS:

- LS will compute the location of thirty (30) Soft-Digs/Vertical Vacuum Holes (VVH).
- Longitude will mark thirty (30) Soft-Dig locations with white paint (whiteline) for the utilities.
- LS will call in a dig ticket to Sunshine 811.
- Longitude will perform Quality Level "B" SUE Designation services according to the American Society of Civil Engineers' (ASCE) standards for thirty (30) Soft-Dig locations. Longitude will use surface detection equipment such as Electromagnetic Locator and Ground Penetrating Radar (GPR).
- LS will provide Quality Level “A” SUE Soft-Dig services for thirty (30) locations, which includes the horizontal position and elevation of the top of utility, size, type of material and direction.
- Longitude will locate the Soft-Dig horizontal positions and ground elevations referenced to the Vertical Datum NAVD88.
- LS will prepare the Vertical Vacuum Hole (VVH) report for each Soft-Dig.

SURVEY LIMITS:

The limits of the survey will cover the area within the Village of Pinecrest, 33156 as delineated by the Client on the attached Exhibit. Soft-Dig/Vertical Vacuum Hole (VVH) locations shall be provided by the Client at time of Notice to Proceed (NTP).

DELIVERABLES:

Longitude will provide a digitally signed and sealed PDF and a CAD file of the resulting survey. Signed and sealed hardcopies can be provided upon request. Soft-Dig locations will be designated by number corresponding to Vacuum Excavation Reports for each Soft-Dig with all pertinent information.

TIME & COST:

Notice to Proceed (NTP) is considered effective twenty-four (24) hours after this proposal agreement is executed and returned to the undersigned.

Scope of Work A - LS has estimated a lump sum of **\$48,150.00** and an estimated turnaround time of forty-five (45) business days from the date of Notice to Proceed (NTP).

Scope of Work B - LS has estimated a lump sum of **\$28,500.00** for thirty (30) Soft-Digs and an estimated turnaround time of fifteen (15) business days from the date of Notice to Proceed (NTP). **This fee includes Maintenance of Traffic (MOT), application or permit fees associated with the services.**

2,750 LF / 7700 LF x \$48,150 = \$17,197
10 x \$950 each = \$9,500

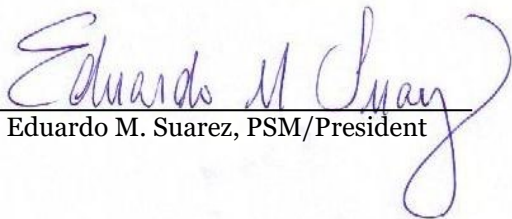
I understand and agree by signing below "I APPROVE AND ACCEPT" this proposal as a legal binding contract.

By: _____ Date: _____
(Authorized Signature)

(Typed or printed name) Title: _____

On behalf of the firm, I thank you for the opportunity to present this proposal. We look forward to utilizing our best professional efforts on your behalf on this very important project.

Respectfully Yours,


Eduardo M. Suarez, PSM/President



TERMS AND CONDITIONS

1. **Time of Delivery:** "LS" intends to deliver requested surveys within the approximate calendar days specified on the Letter of Proposal from receipt of written Authorization to Proceed from "Client". The delivery date may change if "Client" does not deliver all requisite documents within the specified time, such as title documents (including but not limited to the title commitment and all necessary supportive documents). "LS" requires a minimum of 5 business days to deliver the first draft of survey after receipt of title and supporting documentation. It is understood that delays may be encountered for weather (or acts of God), property line conflicts, excessive items in title commitments, delays in receiving title commitments and review of comments from title examiner/attorneys. If "LS" experiences any delay in complying with this deadline, "LS" will advise "Client" in a timely manner.
 - a) **Delivery/Receipt of Title Commitments:** Two (2) hard copies of the current title commitment or one copy by email (including copies of all supportive documents, vesting deeds and ad joiner deeds) upon which to base the surveys will be delivered to "LS" within one (1) week after authorization to proceed. In the event title reports are delayed, then the time of delivery noted in each Letter of proposal shall be extended one day for every day the title report is late. "LS" will require a minimum of 5 business days to deliver the first draft of survey after receipt of title and supporting documents.
 - b) **Survey Delivery Procedure:** Up to six (6) first draft prints of survey will be delivered or forwarded via email to "Client" or as directed by "Client" to other parties in the transaction. If requested by "Client" and if possible, the first draft of survey will be delivered or emailed whether or not title commitments are available. If the title commitment is not available, that fact will be noted on the survey draft. Prints of survey of a second draft incorporating all of "LS's" review comments will be delivered to "Client", or as directed by "Client" to other parties in the transaction. Up to six (6) prints of the FINAL survey bearing the Surveyor's original seal and signature will be delivered to "Client", or as directed by "Client" to other parties in the transaction. Any versions or copies of the survey beyond those referenced above will be delivered in electronic format (.PDF or .TIF). "LS" WILL NOT provide AUTOCAD drawing files for surveys.
2. **Client Comments:** "Client" will collect and consolidate survey review comments from all parties with an interest in the survey and will submit one round of comments per survey site to "LS" within thirty (30) days after their receipt of the first draft of survey. The comments will be delivered to "LS" in a Word document, PDF, or Excel Spreadsheet. "LS" will then coordinate all necessary edits, revisions, redrafts, etc. under the original scope of work and redistribute the final survey. If comments are submitted to "LS" after thirty (30) days, additional charges may be charged at the discretion of "LS".
3. **Survey Fees:** "LS's" fees for providing each survey are to be itemized on the Letter of Proposal. The applicable fees are Lump Sum or Not-to-exceed amounts based upon the survey requirements, terms and conditions stated herein. The stated fees do not include sales tax, overnight delivery charges (five maximum per site), reproduction costs, telephone calls, and labor and materials incidental to the performance, preparation, and delivery of the surveys. All telephone, U.S. Mail, and overnight delivery charges to "Client" and others involved in this transaction shall be included in the survey fees for the performance of the survey work per the specification stated herein. Unless otherwise and mutually agreed to prior to acceptance by client of this proposal, LS's fees quoted herein are valid for no more than 30 days from the date noted above. A credit card deposit may be assessed for services less than two thousand dollars (\$2,000.00).
4. **Additional Services and Fees:** The following items will be subject to additional fees:
 - a) Revisions to surveys due to revised and/or proforma title commitments or to new title commitments issued by another title insurer.
 - b) Additional lands beyond the scope outlined in the original proposal.
 - c) Inclusion of appurtenant easements into a revised Schedule A of the title commitment.
 - d) Changes to the form of Surveyor's Certification subsequent to delivery of the first draft.
 - e) It is understood that others, including the title company, their agents and/or branch offices, will be involved in this transaction. Any additional services requested by these others will be paid for by "Client" but only if



such additional services were first approved by "Client". Such additional services may include, but are not limited to, revisions to Surveyor's certifications; reporting facts for determining compliance to zoning codes; adding and deleting areas from the scope of surveys; communicating with other parties involved in this transaction; or supplying additional copies of surveys.

5. **Payment of Fees:** The fee for each survey will become due and payable upon "Client's" receipt of the partial or complete survey and "LS's" invoice. Payment will be made within thirty (30) days of date of invoice or within five (5) days of closing. Pay-when-Paid clauses are not applicable, unless otherwise agreed to by "LS" prior to approval of this proposal. If payment is not received within said time period, then there will be an additional charge of 1.5% per month. "Client" and "LS" understand the payment for said fee is not subject to any pending real estate transaction and "LS" will be paid regardless if any pending real estate transaction closes or not. The payment for each survey shall not be contingent upon the receipt of any other survey involved in this project. It is further understood that "Client" is to satisfy "LS" invoice and shall pay "LS" directly and not the independent surveyor.
6. At times, it is possible that a work item for a site will be submitted to "Client" and completed to the extent possible based upon the information provided to "LS" by "Client". If the information provided by "Client" is incomplete, the survey may not be completed pursuant to the requirements for the services provided in this agreement due to missing documents or other information. If "Client" has not provided the missing document(s) and/or information to "LS" within 30 days after receiving the work item(s), the work item will be considered final and complete, and "LS" shall be paid in full at this time (unless otherwise agreed to in writing between the parties).
7. **Limits of Survey:** The limits of the property(ies) to be surveyed are as outlined in the information provided by "Client" with their request for proposal and as outlined in "LS's" proposal. In the event the lands included in the Schedule "A" upon receipt of the current title commitment are in conflict with the limits of said outlined property(ies) "LS" will revise their fee accordingly and seek approval from "Client" for the revised fee. If the Schedule "A" of the title commitment contains off-site appurtenant easements, then the Surveyor shall show the limits of said easements on the survey for information use only, and the limits and improvements contained therein shall not be subject to the survey requirements contained herein.
8. **Liability/Insurance:** It is understood that "LS" is employed to acquire surveys on behalf of "Client" and the actual performance of said surveys may, at "LS's" discretion, be provided via internal licensed surveyors, or use of independent surveyors licensed to practice in each corresponding state. In such instances where "LS" will act as survey coordinator on behalf of "Client", "LS" will coordinate surveys from licensed surveyors performing in accordance with state minimum standards and the. "LS's" liability will be limited to managing the procurement of independent surveyors, monitoring all survey progress, communicating surveying needs to the surveyors, reviewing surveys for compliance with requirements, and delivery of final surveys to parties involved in the transaction. "LS" shall not be liable nor held responsible for data or information shown or not shown by the independent surveyors on said surveys. However, this does not limit the liability of the independent surveyor. It is also understood that "LS" will obtain evidence or certificates of insurance from each independent Surveyor prior to the commencement of any surveying work which state the independent Surveyor and his employees are covered by workmen's compensation insurance and general liability insurance (and the amounts thereof). Evidence or certificate of insurance for professional liability insurance is not a requirement for "LS" or each independent Surveyor.
9. **Parties:** It is understood that only the parties named within the Surveyor's Certification are entitled to rely on the survey and the certificate. The liability of the independent surveyor and that of "LS" is only extended to those parties.
10. **Right to Cancel:** It is understood "Client" reserves the right to cancel some or all survey orders at any time upon the following terms and conditions:
 - a) "Client" will notify "LS" in writing of cancellation by email, certified mail, overnight package, or messenger delivery, which notice will be effective on the date on which it is received by "LS" (the "Cancellation Date");
 - b) In the event of cancellation, "LS" will be compensated on the basis of:



- i. reasonable charges for work performed to the date which is ONE (1) business day after the Cancellation Date; and
 - ii. reasonable costs and expenses for incidentals to the date which is one (1) business day after the Cancellation Date.
11. **Right to Lean:** “LS” shall, at its sole discretion and when legally applicable, reserves the right to lean a property, in the event that payment to “LS” remains uncollected past 90 days.
12. **Confidentiality:** The information contained in this agreement and related to this project is confidential, may be attorney-client privileged, may constitute inside information, and is intended only for the use of the parties to this agreement. Unauthorized use, disclosure or copying is strictly prohibited and may be unlawful.

Acceptance: “Client” agrees with all the terms and conditions herein by their acceptance of “LS” proposal to coordinate surveys and by acknowledging Section 2 of the Survey requirements for the specific project which references these terms and conditions and the date hereof.



WINGERTER LABORATORIES, INC.

Engineering Testing & Inspection Services
1820 N. E. 144th Street, North Miami, FL 33181
Telephone No.: (305) 944-3401 Fax No. (305) 949-8698

PRICE QUOTATION

To: Stantec
Attn: Mr. Carlos Herdocia P.E.
901 Ponce De Leon Boulevard, Ste.900
Coral Gables, FL 33134

Date: September 25, 2022
Phone: (305) 445-2900, x. 2230
Fax: (305) 445-3366
Email: carlos.herdocia@stantec.com

Project: Village of Pinecrest - Drainage Sub-Basin U29-S
5 Locations as shown on Sketch Sheet, Pinecrest, Florida

PROPOSED SERVICES:

1 - Perform Five (5) FDOT/SFWMD Standard Percolation Test method with Truck Mounted Drill Rig Estimate 5 Percs x \$550.00/Each	=	\$2,750.00
2 - Boring Layout & Coordinate Underground Utility Clearances through SUNSHINE by Staff Engineer at multiple locations	=	\$250.00
3 - Technician to Provide Cones & Wave Flag (MOT) x 2 Day x \$400.00/Day	=	\$800.00
4 - Mobilization/Demobilization of Equipment and Personnel	=	\$750.00
ESTIMATED TOTAL	=	\$4,550.00

PAYMENT TERMS: NET 30

2750 LF / 7700
LF x \$4,550 =
\$1,625

NOTES: Does not include any permits, MOT plans or lane closures or night work.

Conducting the above reference tests involves driving a heavy truck mounted drill rig into the property, and drilling holes into the ground. Wingert Laboratories, Inc. will contact local utility companies through the Sunshine Notification Network, which will locate and mark any of their underground facilities present in the vicinity of the proposed test locations prior to us performing the work. However, we will not assume responsibility for damage to privately owned underground utilities (such as sprinklers, street lighting, etc.), septic tanks or other underground structures which may result from drilling activities or mobilization of the truck mounted equipment, if not identified to us prior to mobilization to the site, nor we will be responsible to damage to lawn or soft ground which may result from driving the truck mounted equipment into the property
Prices based on testing services being performed during our regular workday of Monday – Friday, between the hours of 7:00 AM and 5:00PM, additional fees will apply to work scheduled outside of our regular business hours.

Prepared By: Jill W. Chin-You
Jill Wingert Chin-You
President

I hereby authorize WINGERTER LABORATORIES, INC. to proceed with above referenced scope of work and agree to pay for these services as per the terms described above.

Accepted By: _____

Date: _____

Name: _____

Title: _____