

RESOLUTION NO. 2024-

**A RESOLUTION OF THE VILLAGE OF PINECREST,
FLORIDA, AUTHORIZING THE VILLAGE MANAGER
TO ENTER INTO AN AGREEMENT WITH GARDNER
AND SEMLER LANDSCAPE ARCHITECTURE (GSLA)
FOR THE VETERANS WAYSIDE PARK RENOVATION
DESIGN PROJECT; 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 GSLA for design and construction drawings for the Veterans Wayside Park Renovation Design Project in the amount of \$184,500.

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

PASSED AND ADOPTED this 13th day of February, 2024.

Joseph M. Corradino, Mayor

Attest:

Priscilla Torres, MMC
Village Clerk

Approved as to Form and Legal Sufficiency:

Mitchell Bierman
Village Attorney

Consent Agenda



Robert C. Mattes, CPRE
Parks and Recreation Director
parks@pinecrest-fl.gov

MEMORANDUM

Department of Parks and Recreation

DATE: January 11, 2024
TO: Yocelyn Galiano, ICMA-CM, Village Manager
FROM: Robert C. Mattes, CPRE, CPSI, Parks and Recreation Director
RE: Contract Negotiation for Veterans Wayside Park Renovation Design Project

Professional service negotiations have been conducted with Gardner and Semler Landscape Architecture (GSLA) to complete design and construction drawings for the Veterans Wayside Park Renovation Design Project. GSLA has submitted a proposal of \$184,500 to complete said design documents.

The Renovation Design Project aims to enhance and improve the existing facilities to create a more welcoming and functional open space area for patrons and to improve the park's aesthetic appeal from US1 and the surrounding area. Park improvement projects include landscape and lighting improvements, safety improvements along US 1, parking lot improvements, the enhancement of the Veterans Memorial site, and site enhancements that encourage neighboring residents to visit and enjoy the open space.

I respectfully recommend that the Village approve GSLA's proposal to enter into a professional service agreement to produce the design and construction drawings needed to complete the Veterans Wayside Park renovation improvements.





January 10, 2024

Robert Mattes
Parks & Recreation Director
Parks and Recreation Department
Village of Pinecrest
5855 Killian Drive
Pinecrest, Florida 33156

RE: Veterans Wayside Park

Dear Mr. Mattes,

We appreciate being invited to participate in the design of your project located at 11111 SW 79th Avenue in Pinecrest, FL as shown on the attached sketch.

I. SCOPE OF SERVICES

GSLA Design shall provide the following landscape architectural services for your project:

- 1) It is understood the generally the park improvements will consist of a perimeter sitting wall, paved parking lot and landscape lighting, as well as, some elements specified in the Village of Pinecrest Parks and Recreation Master Plan. To prepare all the necessary plans GSLA will retain the services of the following Sub-Consultants:
 - a. Surveyor
 - b. Geotechnical Engineer
 - c. Civil Engineer
 - d. MEP Engineer
 - e. Architect
 - f. Arborist
- 2) The GSLA Design team will prepare the following Contract Documents:
 - a. Site Survey of the area to comply with the attached WASD Requirement for Topographic Survey.
 - b. Geotechnical Report for four (4) borings to a depth of 15'.
 - c. Arborist's Report
 - d. Civil Engineering drawings to include:
 - i. Cover Sheet
 - ii. General Notes and Specifications
 - iii. Site Clearing and Demolition Plan
 - iv. Geometry, Marking and Signing Plan
 - v. Paving, Grading, and Drainage Plan
 - vi. General Construction Details
 - vii. Stormwater Pollution Prevention Plan (SWPPP) and Details
 - viii. Under this task Consultant shall also prepare final stormwater management calculations. This includes preliminary drainage analysis and modeling limited to the project area



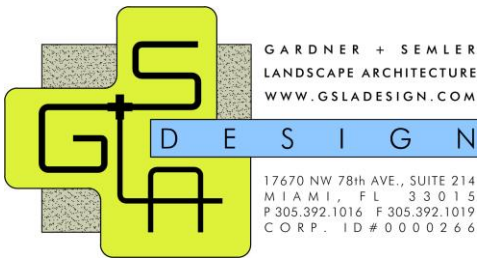
- e. MEP drawings to bring electrical service to the Veterans Memorial and for landscape up-lighting for selected trees around the park. MEP will also assist in selecting a new color changing lighting fixture for the fountain in the lake.
- f. Hardscape Layout Plan showing paved areas with dimensions, material selection and patterning. GSLA will provide sections and elevations for vertical structures such as walls, fountains, decks, ramps, stairs, etc.
- g. Existing Tree Disposition Plan showing existing trees and denoting if they are to remain, be removed or relocated. GSLA will retain the services of a certified arborist to prepare an arborists report and will coordinate the Existing Tree Disposition Plans with the Arborist's report. GSLA will calculate the necessary mitigation and incorporate as much of that mitigation in the proposed planting plan as feasible. GSLA does not get permits but will provide the necessary plans and details to get the permits.
 - h. Planting Plan sufficient in detail for bidding and installation by qualified contractors.
 - i. Irrigation Plan sufficient in detail for bidding and installation by qualified contractors.
 - j. Landscape Lighting Plan sufficient in detail for bidding and installation by qualified contractors
- 3) GSLA will attend up to fifteen (15) meetings during the design phase. Attendance at additional meetings will be billed hourly, recorded portal to portal.
- 4) GSLA will prepare a color rendered site planting plan. GSLA will not prepare perspective plans but will happily assist a renderer by providing technical information to them on the plant material proposed for their preparation of an accurate representation.
- 5) GSLA will prepare plans on a base site survey. Any changes to design plans required by changes to the Scope of Services in the RFP shall be billed hourly. Any changes to GSLA plans required as a result of comments concerning our design by Review Boards or government staff shall be made at no additional cost.
- 6) Construction Administration will include attendance at weekly coordination meetings with the Architect/Engineer, Contractor & Village (assumed six (6) month construction duration), preparing responses to RFI's, shop drawing approvals, review of pay requests and attendance at necessary periodic visits and/or. GSLA shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work and shall not be responsible for construction means, methods, techniques, sequences or procedures, or safety precautions and programs in connection with the work, and shall not be responsible for any Contractor's failure to carry out the work in accordance with the Contract Documents. Attendance at additional site visits shall be billed on an hourly basis, recorded portal to portal.

II. CLIENT'S RESPONSIBILITIES

GSLA will prepare any documents necessary to receive permits pertaining to GSLA's scope of work. **GSLA will not be responsible to submit the plans through the governing agencies.**

III. FEES

- 1) The fee shall be \$ 184,500 payable as follows (not including reimbursable allowance):
 - \$ 32,500 - retainer upon approval of this proposal (to get the Geotechnical Report, Survey and Arborist's Report started)
 - \$ 50,090 - upon submission of a Schematic Design (approximately 30% CD drawings)



- \$ 26,995 - upon submission of 50% Construction Document drawings
- \$ 26,995 - upon submission of 100% Construction Document drawings

- \$ 5,125 - for assistance during the bidding phase
- \$ 4,330 - for assistance during the bidding phase

- \$ 38,465 - for Contract Administration (to be paid as a percentage of project completion)

- \$ 1,000 - allowance for reimbursable items

2) Hourly rates are as follows (time recorded portal to portal):

- \$250/hr for Principal Landscape Architect
- \$200/hr for Project Manager
- \$125/hr for Landscape Designer
- \$ 75/hr for Staff

- 3) Reimbursable expenses shall be billed at actual cost for plan-reproduction, courier fees, postage and handling and any out-of-town traveling expenses connected with the project. Prints created in-house by GSLA for submittal will be charged at \$.10 each for 11x17 sheets, \$2.00 each for D size sheets (24"x36") and \$ 2.50 each for E size sheets (30"x42"). In-house coordination prints shall not be submitted for reimbursement.
- 4) **ALL ACCOUNTS ARE DUE AND PAYABLE IN FULL UPON SUBMISSION OF INVOICE TO CLIENT.**
- 5) A Late Payment Charge of 1.5% per month will be added to all invoices past due.
- 6) If it becomes necessary incur collection fees and/or employ the services of an attorney to collect debt, then such fees shall be paid by the client.

IV. ADDITIONAL SERVICES

- 1) Any revisions to our drawings, specifications or other documents required as a result of changes to base plans or other information or instructions provided to GSLA from the Client or his Architect or Engineer, shall be billed on an hourly basis at our current hourly rates. Any additional services requested by the Client shall also be billed on an hourly basis.
- 2) When GSLA is contracted to prepare plans for the layout and design of roof top hardscape amenities, plantings and irrigation, the Client shall provide the services of a structural engineer. GSLA shall rely upon the advice of the engineer for information as to the roof structure's weight bearing capacity, roof drainage, waterproofing systems, etc. GSLA shall not be responsible for the preparation of structural, mechanical or electrical construction plans for the roof top areas. GSLA is not responsible for any construction operations during installation of elements designed by GSLA that damage the structure, waterproofing or clog drains.
- 3) When GSLA is contracted to prepare plans for projects that are attempting to achieve LEED credentialing, GSLA will make calculations, specify qualifying materials and make recommendations necessary to apply for any points relating to GSLA's disciplines. GSLA makes no guarantee that these points will be granted.



D E S I G N

V. TERMINATION


This agreement may be terminated by either party upon seven (7) days written notice. In the event of termination, GSLA shall be paid its compensation for service performed to the termination date including reimbursable expenses then due. The client may not, at any time, use or allow the use of any work which is either incomplete in any respect, or is not fully paid for, even if complete.

The persons executing this agreement warrant and represent that they are authorized to enter into this Agreement on behalf of the person or entity for whom they are signing.

We look forward to being of service to you.

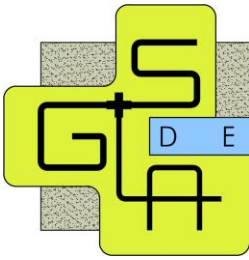
This agreement is executed this _____ day of _____ 2024.

GSLA DESIGN

By: 
Ken Gardner For the Firm

Client: _____
(Individually and as a Corporate Representative): Signature

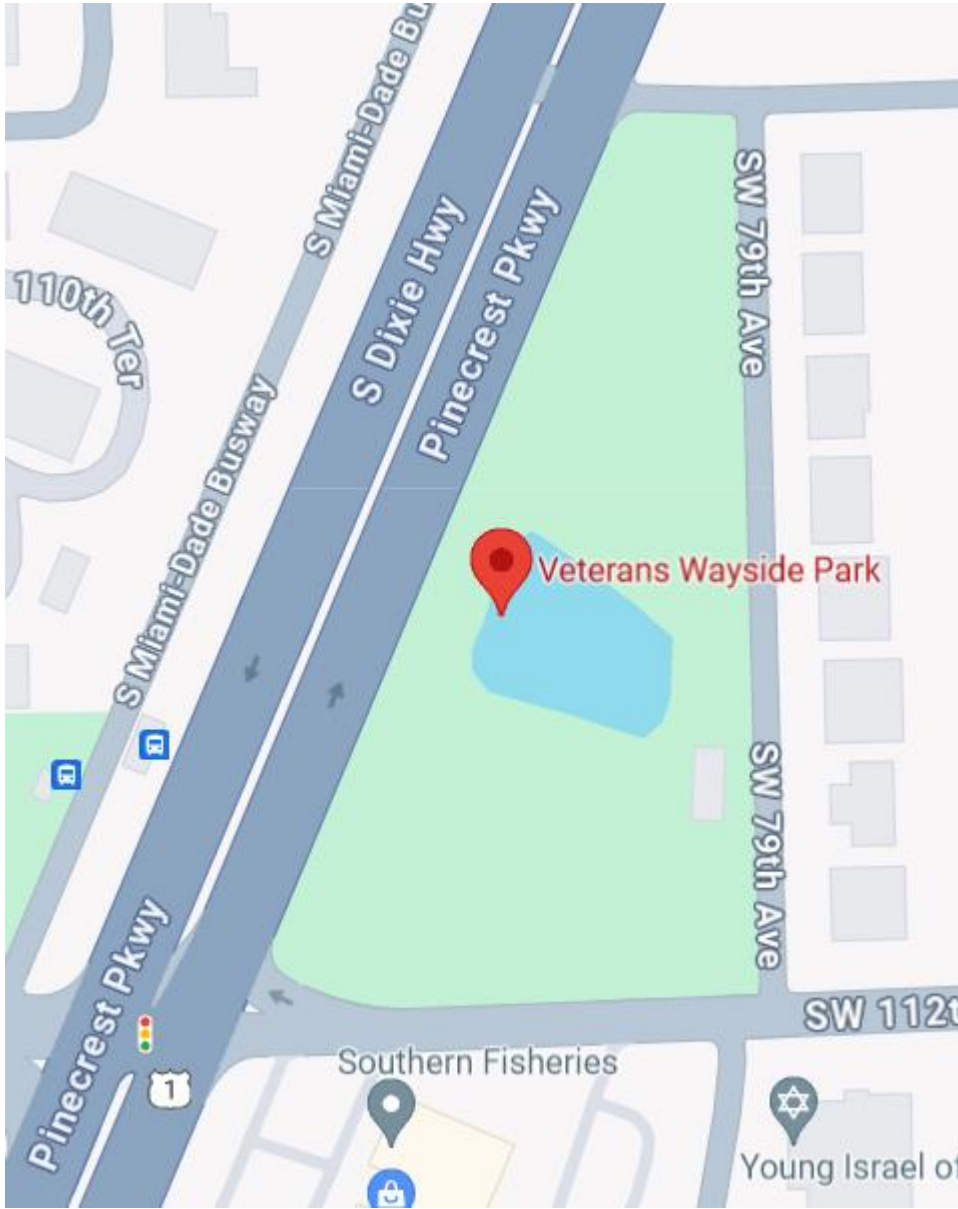
Name & Title Printed



GARDNER + SEMLER
LANDSCAPE ARCHITECTURE
WWW.GSLADESIGN.COM

D E S I G N

17670 NW 78th AVE., SUITE 214
M I A M I , F L 3 3 0 1 5
P 305.392.1016 F 305.392.1019
C O R P . I D # 0 0 0 0 2 6 6



PROPOSAL / AGREEMENT

January 4, 2024

SENT VIA: ken@gsladesign.com

SUBMITTED TO:

Ken Gardner, ASLA, LEED AP
GSLA DESIGN, INC. (GARDNER + SEMLER LANDSCAPE ARCHITECTURE)
17670 NW 78th Avenue, Suite 214
Miami, FL 33015

ABOUT:

Surveying Services for the project known as "**Veterans Wayside Park**" found at 11111 SW 79th Ave, Pinecrest, FL. Folio No. 20-5010-000-0170.

Dear Mr. Gardner:

Regarding your request regarding a fee estimate for surveying and mapping services for the above referenced project. **HADONNE (HC)** is pleased to give the following proposal for your consideration:

SCOPE OF SERVICES:

Prepare a Map of Topographic Survey of the area outlined on the attached Exhibit "A"
Topographic Survey to Comply with the attached WASD Requirement for Topographic Survey.

DELIVERABLES:

Three signed and sealed copies of the resulting Map of Survey together with a PDF Digitally Signed.

TIME OF COMPLETION:

We have estimated three calendar weeks to give a preliminary survey and three weeks for the final submittal.

SCHEDULE OF FEES:

The professional compensation to perform this project shall be a lump sum fee of **\$ 15,000** and invoice shall be due upon completion of the project.

PROJECT AREA, LENGTH, SIZE AND LOCATION:

See attached (**Exhibit "A"**).

By signing below, I APPROVE AND ACCEPT this letter as a legal contract and read and agree to the payment terms as set forth above.

By: _____
(Authorized Signature)

Title: _____

(Typed or printed name)

Date: _____

I thank you for this opportunity to present this proposal for your consideration and look forward to your favorable response. In the interim, if there is anything we can do to be of service in this or any other matter, please do not hesitate to call me directly at +1(305) 266-1188.

Respectfully,

Abraham Hadad, PSM
President

TERMS AND CONDITIONS**2024 HOURLY RATES:**

Survey Field Crew 3 Man (8 HR Day)	\$1,500.00 per Day
Survey Field Crew 2 Man (8 HR Day)	\$1,300.00 per Day
CADD Technician	\$95.00 per Hour
Survey Technician	\$105.00 per Hour
Senior Surveyor & Mapper (Principal)	\$180.00 per Hour
Surveyor & Mapper	\$130.00 per Hour
Expert Witness	\$200.00 per Hour
Utility Coordinator	\$170.00 per Hour
EM Locating Crew	\$170.00 per Hour
Two Man GPR and Locating Crew	\$220.00 per Hour

QUALIFICATIONS:

County and / or Municipality Fees are not included in this Proposal and are the Client's responsibility. Rule of Law: All field and office efforts in connection with this project will be performed in strict accordance with the applicable provisions of the "Minimum Standards of Practice for Land Surveying in the State of Florida", pursuant to Rule 5J17-05 Florida Administrative Code. Requests for service not specifically enumerated in this Proposal will be addressed via separate response if so required and an additional charge will apply per HC's hourly rates for calendar year 2024, which are set forth in the "Estimate Fee" section of this Proposal. Our ability to perform is and will be completely influenced by the Client's ability to make the site available and to eliminate all conditions that may interfere with HC's ability to furnish services, and weather conditions. HC will require 24-hour prior written notice before fieldwork can be performed. This notice should be sent via email to HC.

SUBSURFACE UTILITY ENGINEERING (S.U.E.):

The client should be aware that GPR Technology is not 100% accurate. Depending on factors such as and not limited to soil type, soil moisture, size of underground utility, type of underground utility, depth of underground utilities; some utilities may not be detected by GPR. GPR will detect the presence of the utility but not the type. HC will do its best to identify the type of utility, but it may occur that some detected utility remains unidentified. Area to be located with GPR should be clean without mayor vegetation, debris or any structure that may prevent the use of the equipment. Cleaning, removing of debris or vegetation is not included in this proposal.

PAYMENTS TERMS:

Payment is due for HC's completion of each task UPON RECEIPT of HC's Invoices. It is understood that this agreement is between HC and the Client. HC's failure to strictly enforce any provision in this Proposal shall NOT be construed as a modification or amendment of the Proposal's terms, specifically these payment terms, unless otherwise agreed to in writing by HC. HC's receipt of this Proposal, signed by Client, constitutes Client's acceptance of these terms, and HC's Standard Terms and Conditions (collectively the "Contract"), which is attached and incorporated by reference as if fully set forth here. The Client's signature shall also constitute a notice for HC to proceed with its Scope of Services. In the event HC is required to enforce any terms of the Contract, Client agrees to pay to HC all reasonable attorneys' fees and costs incurred, whether suit is filed or not, including attorneys' fees on appeal. Past due payments under this Proposal are subject to a 1.5% interest per month. For special consideration, the Client agrees that HC's liability for this Project, irrespective of the cause, shall be limited to the amount of the Professional Fees Client pays to HADONNE CORP. Both HC and the Client may terminate this Proposal after ten (10) days' written notice, and upon Client's payment to HC of all outstanding fees and expenses incurred by HC through the date of this written notice.

EXHIBIT "A"

PROPERTY INFORMATION	
Folio	20-5010-000-0170
Property Address	0, FL
Owner	VILLAGE OF PINECREST
Mailing Address	12645 PINECREST PARKWAY PINECREST, FL 33156-
Primary Zone	8000 COMMUNITY FACILITIES
Primary Land Use	8080 VACANT GOVERNMENTAL : VACANT LAND - GOVERNMENTAL
Beds / Baths /Half	0 / 0 / 0
Floors	0
Living Units	0
Actual Area	0 Sq.Ft
Living Area	0 Sq.Ft
Adjusted Area	0 Sq.Ft
Lot Size	143,958 Sq.Ft
Year Built	0



ASSESSMENT INFORMATION			
Year	2023	2022	2021
Land Value	\$4,606,656	\$4,606,656	\$4,606,656
Building Value	\$0	\$0	\$0
Extra Feature Value	\$0	\$0	\$0
Market Value	\$4,606,656	\$4,606,656	\$4,606,656
Assessed Value	\$4,606,656	\$4,354,729	\$3,958,845

BENEFITS INFORMATION				
Benefit	Type	2023	2022	2021
Non-Homestead Cap	Assessment Reduction		\$251,927	\$647,811
Municipal	Exemption	\$4,606,656	\$4,354,729	\$3,958,845

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

SHORT LEGAL DESCRIPTION
10 55 40 3.31 AC
ALL SE1/4 OF SW1/4 OF NE1/4 E OF
SR 5 & W130FT OF SW1/4 OF SE1/4
OF NE1/4
LOT SIZE IRREGULAR

TAXABLE VALUE INFORMATION			
Year	2023	2022	2021
COUNTY			
Exemption Value	\$4,606,656	\$4,354,729	\$3,958,845
Taxable Value	\$0	\$0	\$0
SCHOOL BOARD			
Exemption Value	\$4,606,656	\$4,606,656	\$4,606,656
Taxable Value	\$0	\$0	\$0
CITY			
Exemption Value	\$4,606,656	\$4,354,729	\$3,958,845
Taxable Value	\$0	\$0	\$0
REGIONAL			
Exemption Value	\$4,606,656	\$4,354,729	\$3,958,845
Taxable Value	\$0	\$0	\$0

SALES INFORMATION			
Previous Sale	Price	OR Book-Page	Qualification Description

December 19th, 2023

Ken Gardner, ASLA, LEED AP
GSLA DESIGN, INC. (GARDNER + SEMLER LANDSCAPE ARCHITECTURE)
17670 NW 78th Avenue, Suite 214
Miami, FL 33015
office: 305-392-1016 cell: 305-389-2239
email: ken@gsladesign.com
website: www.gsladesign.com

Reference: Proposal # 2023-536 Village of Pinecrest Veterans Wayside Park

Dear Ken,

It is our pleasure to provide A/E design services for the above referenced project. We understand the project to be the following scope:

- No lightpoles in the proposed parking lot.
- Bring electric to the veterans memorial (existing location may change from where it is now). Presently there is service there.
- Bring landscape lighting to selected trees around the park.
- Bring lighting to potential park entry signage (just J-boxes).
- No Wi-Fi/ no CCTV
- Update lighting for fountain in water – color changing

1) Project Overview

- Provide MEP-FP design documents associated with the above reference scope
- Construction Administration

2) Design Process

- 100% and permit set of construction documents will be required.

3) Timeline (Preliminary)

- To be determined

Fee Guide Calculator For AE Services

Instructions: Fill in probable construction cost at left and the calculations will automatically appear in the corresponding cells.

Project Name							
CONSTRUCTION COST FOR BUILDING (Sitework Not Included)	COMPLEXITY GROUP - PERCENTAGE						
	A	B	C	D	E	F	G
\$ 767,000	9.70%	8.87%	9.02%	8.05%	7.23%	6.42%	10.30%
CALCULATED FEE	\$74,436	\$68,044	\$69,193	\$61,740	\$55,434	\$49,204	\$78,980

GROUP DEFINITIONS

"A" - CONSIDERABLY MORE THAN AVERAGE COMPLEXITY: Complex Laboratories, Medical Hospitals

"B" - MORE THAN AVERAGE COMPLEXITY: Average Laboratories, Mental Hospitals, Simple Medical Hospitals, Clinics, Court Houses, Theatres, Complex University Buildings, Special Purpose Classrooms, Laboratory Classrooms, Libraries, Auditoriums, Museums, Air Terminals, Food Service Facilities, Specialized Detention Areas, Detention-Treatment Areas, Residences, Emergency Management Centers

"C" - REPAIRS AND RENOVATIONS: Miscellaneous Repairs and Renovations, Alterations to Office Space or Dormitory Space, Fire Code Corrective Work

"D" - AVERAGE COMPLEXITY: General Office Space, General Teaching Space, Gymnasiums, General Detention Living Facilities, Factory Buildings

"E" - LESS THAN AVERAGE COMPLEXITY: Apartment Buildings, Dormitory Buildings, Service Garages, Stadiums, Repetitive Design Facilities, Office Buildings With Undefined Interior Space (open for later partitioning), Specialized Parking Structures

"F" - CONSIDERABLY LESS THAN AVERAGE COMPLEXITY: Warehouses, Parking Garages, Storage Facilities

"G" - BUILDING ENGINEERING SERVICES: Mechanical, Electrical and Structural not exceeding \$1,000,000 in construction (Not including Site Civil)

Compensation

Billing Category	Hours Required	Hourly Billing Rate	Total
Principal in Charge		\$165	\$0
Project Manager	15	\$145	\$2,175.00
Senior Engineer	20	\$125	\$2,500.00
Engineer	40	\$110	\$4,400.00
SR Designer	45	\$100	\$4,500.00
Designer	25	\$95	\$2,375.00
Construction Administrator	10	\$115	\$1,150.00
Cadd Operator	0	\$65	\$0.00
		TOTAL FEE	\$17,100

Invoicing Schedule

			Total
1. Schematic Design Phase			\$6,840.00
2. Construction Documents Phase			\$6,840.00
3. Permitting and Bidding Phase			\$855.00
4. Construction Administration Phase			\$1,710.00
5. Project Close Out			\$855.00
		TOTAL FEE	\$17,100

I trust this provides you with all the information you require. If you need any additional information or would like the scope modified, please feel free to contact us.

Sincerely,

BOBBY SHAHNAMI, PE, CxA, LEED® AP BD+C
 PRESIDENT
 bobby@sgmengineering.com
 www.sgmengineering.com
 954-421-1944 (tel.) 407-920-0896 (mobile)



5371 NW 33rd Avenue, Suite 201
 Fort Lauderdale, FL 33309
 P 954-741-8282
 F 954-741-8240
 Terracon.com

January 8, 2024

GSLA Design, Inc.
 17679 NW 78th Avenue, Suite 214
 Miami, FL 33015

Attn: Mr. Ken Gardner, ASLA, LEED AP
 P: (305) 392-1016
 E: ken@gsladesign.com

RE: Proposal for Geotechnical Report Services
 Veterans Wayside Park
 11111 SW 79th Avenue
 Pinecrest, FL
 Terracon Proposal No. PH8235000

Dear Mr. Gardner:

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

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

Our base fee to perform the Scope of Services described in this proposal is \$7,000 with an anticipated delivery date of 30 working days after signed authorization. Private utility locates at the boring location will be performed by subcontractor at \$1,500. Total project fees will be \$8,500. 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 Services Agreement between Dasher and Terracon to our office.

Terracon

Rutu Nulkar, P.E.
 Geotech Dept. Manager

Hugo E. Soto, P.E.
 Principal

AGREEMENT FOR SERVICES

This AGREEMENT is between GSLA Design, Inc ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Veterans Wayside Park project ("Project"), as described in Consultant's Proposal dated 01/08/2024 ("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: GSLA Design, Inc

By:  Date: 1/8/2024

By: _____ Date: _____

Name/Title: Hugo E Soto / Manager Regional Services

Name/Title: Ken Gardner /

Address: 16200 NW 59th Ave Ste 106

Address: 17670 NW 78th Avenue Suite 214

Miami Lakes, FL 33014-7541

Miami, FL 33015

Phone: (305) 820-1997 Fax: _____

Phone: (305) 392-1016 Fax: _____

Email: Hugo.Soto@terracon.com

Email: ken@gsladesign.com

Exhibit A – Project Understanding

Our Scope of Services is based on our understanding of the project as described by GSLA 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 GSLA and/or the design team verify all information prior to our initiation of field exploration activities.

Site Location and Anticipated Conditions

Item	Description
Parcel Information	The project is located at 11111 SW 79th Avenue in Pinecrest, FL. (See Exhibit D)
Existing Improvements	The project site is currently occupied by existing park
Current Ground Cover	Existing Park
Existing Topography	The site is relatively flat
Site Access	Based on the google earth views of the site, all exploration locations, are accessible with our truck-mounted drilling equipment and support vehicles.

Planned Construction

Item	Description
Information Provided	The project information was provided to us via email dated December 19, 2023
Project Description	The project consists for the construction of drainage improvements

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

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

Terracon proposes the following boring locations and depths:

Number of Borings	Planned Boring Depth (feet)	Planned Location ¹
4	15	Proposed Exfiltration Tests with SPT Borings

1. Exploration Plan is attached.

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. We will include the geographic orientation on the exploration plan, as requested.

Subsurface Exploration Procedures: We will advance borings with a truck-mounted drill rig using rotary wash boring techniques. Five (5) samples will be obtained in the upper 10 feet of each boring and then sample every 5 feet. 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.

Exfiltration Tests: Four (4) exfiltration tests will be performed in general accordance with the test procedures outlined in “Test Methods for Usual Condition, Open Hole Constant Head Exfiltration Tests – South Florida Water Management District, Permit Information Manual – Volume IV”.

Property Disturbance: Terracon will take reasonable efforts to reduce damage to the property. However, it should be understood that in the normal course of our work some disturbance could occur including rutting of the ground surface.

We will backfill borings with cuttings upon completion. Pavements will be patched with cold-mix asphalt and/or ready-mixed concrete, as appropriate. Our services do not include repair of the site beyond backfilling our boreholes and patching existing pavements. Excess cuttings will be dispersed in the landscape areas in the general vicinity of the borehole. Because backfill material often settles below the surface after a period, we recommend boreholes to be periodically checked and backfilled, if necessary. We can provide this service or grout the boreholes for additional fees at your request.

Safety

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

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. Upon completion of borings for the study, a report will be provided. The data 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
- Results of exfiltration tests – hydraulic conductivity (k value)

We welcome the opportunity to have project kickoff conversations with the team to discuss key elements of the project. The typical delivery process includes the following:

- Project Planning – Proposal information, schedule and anticipated exploration plan
- Site Characterization – Findings of the site exploration and laboratory results
- Geotechnical Engineering Report

When services are complete, we will provide a printable version of our completed Geotechnical Report, including the professional engineer's digital signature as requested.

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
Subsurface Exploration ¹ , Laboratory Testing, Geotechnical Consulting and Reporting	7,000
Private Utility Locates ³	\$1,500
TOTAL FEES	\$8,500

1. The lump sum fee considers one drill rig mobilization and no unexpected onsite delays. If additional drill rig mobilizations are required, an additional fee of \$1,250 would be invoiced. A drill crew standby rate of \$275 per hour would be invoiced for unexpected delays.
2. Proposed fees noted above are effective for 90 days from the date of the proposal.
3. If the owner/client is unable to accurately locate private utilities, we can subcontract a private utility locating firm and/or utilize geophysical equipment, if necessary. The detection of underground utilities is dependent upon the composition and construction of utility lines. Some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private locate service does not relieve the owner of their responsibilities in identifying private underground utilities.

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.

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

Project Schedule

We developed a schedule to complete the Scope of Services based upon our existing availability and understanding of your project schedule. However, 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 Schedule	Schedule ¹
Mark Borings and Clear Underground Utilities	6 days after notice to proceed
Field Services and Site Characterization	10 days
Exfiltration Test Results Report	12 days
Total working days after signing TWO	12 days

1. Standard workdays. We will maintain an activities calendar. The schedule will be updated to maintain a current awareness of our plans for delivery.

SITE LOCATION

Veterans Wayside Park ■ Pinecrest, FL

January 8, 2024 ■ Terracon Project No. PH8245000

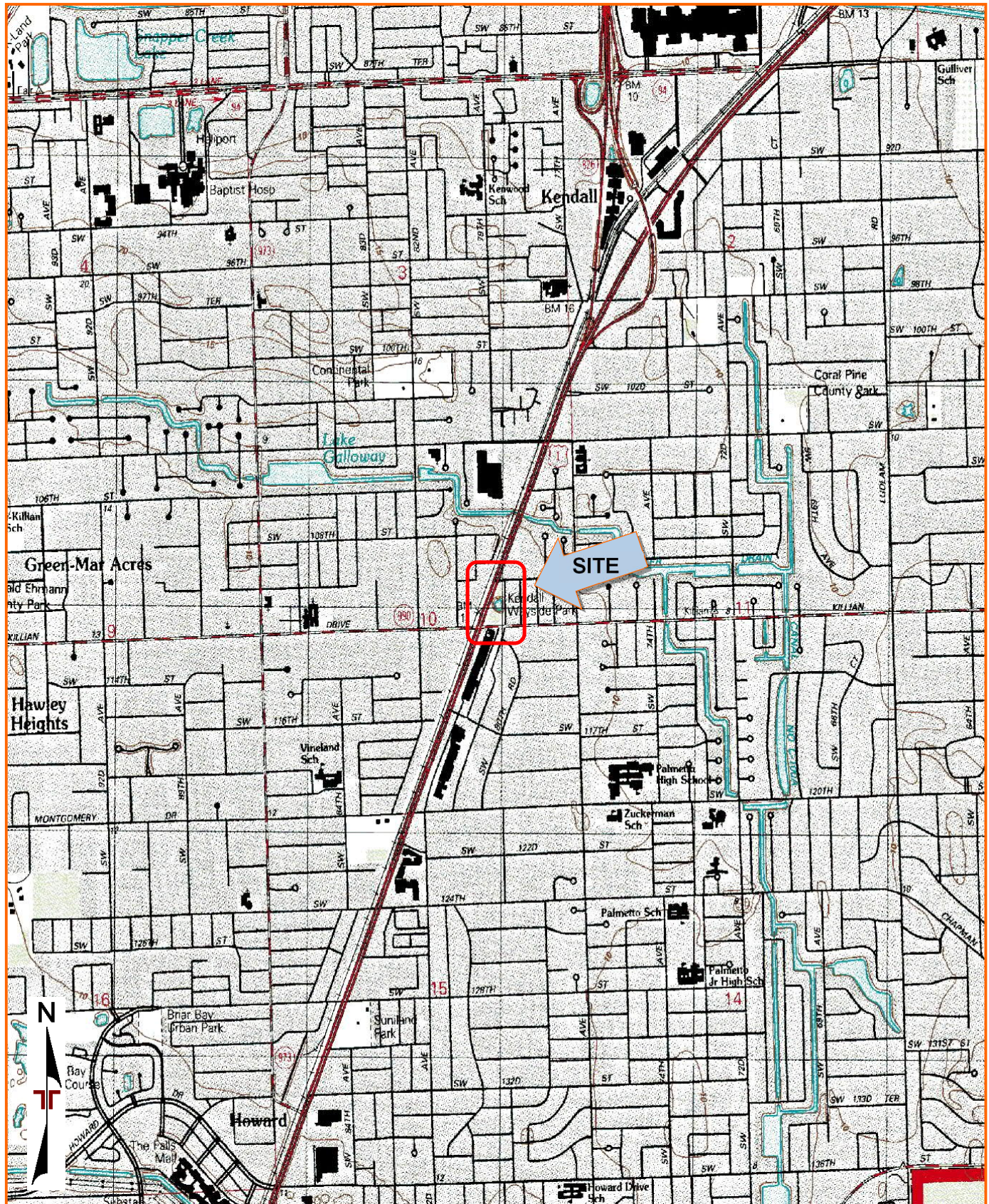


DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

TOPOGRAPHIC MAP IMAGE COURTESY OF THE U.S. GEOLOGICAL SURVEY
QUADRANGLES INCLUDE: SOUTH MIAMI, FL (1/1/1994).

EXPLORATION PLAN

Veterans Wayside Park ■ Pinecrest, FL

January 8, 2024 ■ Terracon Project No. PH8245000



DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

AERIAL PHOTOGRAPHY PROVIDED BY MICROSOFT BING MAPS



December 26, 2023

Via E-mail ken@gsladesign.com

Ken Gardner, ASLA, LEED AP
GSLA DESIGN, INC.
17670 NW 78th Avenue, Suite 214
Miami, Florida 33015

**Re: Pinecrest Veterans Wayside Park (the “Project”)
Survey and Civil Engineering Services
Miller Legg Proposal No. 23-00349**

Ken,

Thank you for the opportunity to submit the attached Agreement for Professional Services to assist you with accomplishing your goals on the Pinecrest Veterans Wayside Park Project.

Please have an authorized Client signatory sign and initial the attached Agreement and Exhibit A pages where indicated, complete the Client Billing Instructions, and return for Miller Legg’s execution. A fully-executed copy will be emailed to you for your file.

Should you have any questions, please do not hesitate to contact me at (954) 628-3618, or mgrinbank@millerlegg.com. Again, thank you for this opportunity, and I look forward to speaking with you soon.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Martin Grinbank". The signature is fluid and cursive, written over a light blue horizontal line.

Martin Grinbank
Senior Engineer

MG/DL

Attachments: Exhibit A - Scope of Services
Exhibit B – Project Limits

V:\Projects\2023\23-00439 - PINECREST VETERANS WAYSIDE PARK\Documents\Contracts\Agreement for Professional Services.docx

IMPROVING COMMUNITIES. CREATING ENVIRONMENTS.

South Florida Office: 13680 NW 5th Street • Sunrise, Florida • 33325-6234

(954) 436-7000 • Fax: (954) 493-6539

www.millerlegg.com

ADDITIONAL SERVICE AGREEMENT FOR PROFESSIONAL SERVICES

Client: GSLA DESIGN, INC. **Client Representative:** Ken Gardner, ASLA, LEED AP

Address: 17670 NW 78th Avenue, Suite 214 **Address:** Same
Miami, Florida 33015

Phone /Fax: 305-392-1016 **Email:** ken@gsladesign.com

Date: December 26, 2023 **Proposal No.** 23-00439

Project Name and Location: Pinecrest Veterans Wayside Park (the "Project")
11111 Pinecrest Parkway, Pinecrest, FL 33156

Description of Services to be Provided: See Exhibit A

Fee: Lump Sum of \$77,600 **AND** Hourly not to exceed (NTE) fee of \$4,000

Retainer: (Payable upon execution of this Agreement) None

Special Conditions: None

Notice to Owner: Is the Client the Owner of the Property? Yes No
Owner's name and address: Village of Pinecrest, 12645 Pinecrest Parkway, Pinecrest, FL 33156

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

Miller, Legg & Associates, Inc. d/b/a Miller Legg
(Consultant)

GSLA DESIGN, INC. (Client)

Date: _____
Signature

Date: _____
Signature

Printed Name/Title

Printed Name/Title

MG/JM/MK
Attachments: General Conditions/Special Provisions
Client Billing Instructions
Exhibit A and B



GENERAL CONDITIONS

These general conditions are attached and made part of proposals and agreements for services by Miller Legg, the Consultant.

1.0 Standard of Care

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

2.0 Basic Services

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

3.0 Additional Services

If mutually agreed to in writing by the parties, in advance, Consultant will provide additional services, which shall be documented and appended hereto. Additional services are not included as part of the basic scope of services and shall be paid for by Client in addition to the payment for basic services. Payment for additional services shall be in accordance with Consultant's Rate Schedule, as provided for in Section 5.0, Compensation, or as otherwise mutually agreed to by the parties.

4.0 Client Responsibilities

Unless otherwise designated in writing, the Client's representative with respect to Client shall designate in writing, a person to act as his/her representative with respect to the services to be rendered under the Agreement will be the individual designated as such on the signature page. Client shall provide all criteria and information required for Consultant to perform services under the Agreement. Client shall provide for access to and make all provisions for Consultant to enter upon public and private property as required to perform services under the Agreement.

5.0 Compensation

a) Monthly progress invoices for basic services and additional services will be submitted to Client by Consultant based on percent complete for each project task. Amount of each progress invoice shall be based upon percent complete of Consultant's contracted work, not based upon progress of any parties not under Consultant's control. Hourly services shall be invoiced based on applicable hourly rates in accordance with the Rate Schedule which is subject to semi-annual adjustment.

b) These invoices are due upon presentation and shall be considered past due if not paid within thirty (30) calendar days. Fees are not based upon pay if paid terms. Fees are not based upon pay when paid terms except if specifically agreed to in writing by both parties under the Special Provisions section of this Agreement. Consultant payment shall not be delayed from submittal to Prime and/or Owner for processing when serving as a sub-consultant. Consultant shall have the right to communicate directly with the Prime and/or Owner regarding delays in payment from Client for services rendered under this Agreement as a sub-consultant.

c) In order to provide uninterrupted service by Consultant, Client is required to promptly pay submitted invoices. Client shall have a fourteen (14) day review period to request clarification or additional information regarding an invoice. If no request is made during the review period, the invoice is deemed approved and payment will be made in the full amount of the invoice. If payment in full is not received by Consultant within thirty (30) calendar days, all past due amounts shall bear interest at one and one-half (1.5) percent per month from said thirtieth (30th) day.

d) If Client fails to make payments when due or otherwise breaches the Agreement, Consultant may suspend performance of services with *seven (7) days written* notice to Client. Consultant shall have no liability whatsoever to Client for any costs or damages whatsoever as a result of such suspension caused by any breach of the Agreement by Client. Upon payment in full by Client, Consultant may, upon written agreement of both parties, resume services under the Agreement and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for Consultant to resume performance.

e) Payment of invoices is in no case subject to unilateral discounting or setoffs by Client and payment is due regardless of suspension or termination of the Agreement by either party.

f) Retainer shall be paid to Consultant by Client prior to commencement of services. This retainer shall be applied to the final invoice for services provided under this Agreement.

6.0 Permit, Agency and Application Fees

Client shall be responsible for and pay all project-related fees including, but not limited to, permitting, filing, recording, inspection, plan review, DRI, PUD, rezoning and impact fees. Any mutually agreed-upon project-related fee up to \$500 may be paid by Consultant and invoiced as a reimbursable expense.

7.0 Collection Costs

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

8.0 Reimbursables

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

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

9.0 Taxes

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

10.0 Indemnification

a) Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Consultant, its officers, directors, employees and independent subconsultants against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or connected with the Agreement or performance by any of the parties above-named, of the services performed under the Agreement, except (i) those damages, liabilities or costs attributed to the negligent acts or negligent failures to act by Consultant specifically in the performance of the Agreement, or (ii) those liabilities or costs attributed to grossly negligent or intentional acts by Consultant occurring other than in the specific performance of the Agreement.

b) Client agrees that as Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Consultant, a Florida corporation, and not against any of Consultant's employees, officers or directors, and specifically waives the bringing of any such claims against said individuals.

c) In the event that any third party, whether or not such third party is a party to this Agreement, should bring an action, assert a claim, or have imposed upon Consultant, its officers, directors, employees and independent subconsultants any judgment, damages or liability where such claim is, in any way whatsoever, asserted due to the existence of this Agreement or any services rendered or performed by Consultant, its officers, directors, employees and independent subconsultants in connection therewith, Client agrees, subject to Article 10.a hereof, to indemnify and hold Consultant, its officers, directors, employees and independent subconsultants harmless of and from any and all claims, liabilities, damages, costs, judgment or other amounts which may be awarded against Consultant, its officers, directors, employees and independent subconsultants, or any of the foregoing.

11.0 Limitation of Liability

a) PER FLA. STATUTE 558.0035, A DESIGN PROFESSIONAL EMPLOYED BY CONSULTANT IS NOT INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF THIS AGREEMENT.



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

12.0 Instruments of Service Ownership

a) All reports, plans, specifications, electronic files, field data, notes and other documents and instruments prepared by Consultant as the Agreement's instruments of service shall remain the property of Consultant. Consultant shall retain all common law, statutory and other reserved rights, including the copyright thereto.

b) Instruments of service by Consultant are for the sole use of Client and are not to be copied or distributed, in any manner, to a third party, without the express written permission of Consultant. Electronic information or files are for informational purposes only. It is the responsibility of Client to verify the accuracy of the information therein and to hold Consultant harmless for any damages that may result from the use of the information. Client at his own cost shall be responsible for validating any and all electronic information provided.

13.0 Governing Law

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

14.0 Mediations/Dispute Resolution

a) To resolve any conflicts which might arise during the performance of Consultant's services under the Agreement, or during the construction of the Project, and/or following the completion of the project, Client and Consultant agree that all disputes, pertaining to the performance of services by Consultant, shall be first submitted to non-binding mediation. Failure by any party to fully comply with the pre-suit mediation provision shall, upon finding by a court and/or jury, constitute a waiver of this condition precedent. The fees and/or costs of mediation shall be equally borne by the parties to the Agreement.

b) In the event of litigation, disputes shall be resolved in the circuit court of the Florida county in which the Project is located under the Agreement. The prevailing party in such litigation shall be entitled to recover from the non-prevailing party all reasonable attorney fees, taxable court costs, expert witness fees and costs, demonstrative evidence costs, and such other reasonable fees and/or costs generally associated with the litigation of such matters, as determined upon hearing, post-trial, by the court.

c) Irrespective of any contract provision or obligation of either party hereunder pursuant to contract or agreement with person(s) and/or entity(ies) not specifically named herein, Consultant shall not be obligated to participate in, nor be a named party in, any arbitration proceeding without the express written consent of Consultant.

15.0 Delays

a) In the event the project under the Agreement is delayed by any act or omission by Client or any other causes beyond Consultant's exclusive control, Client agrees that Consultant is not responsible for any and all damages arising directly or indirectly from such delays. If the delays resulting from any such causes are fifteen (15) days or more, or increase the cost or time required by Consultant to perform its services in an orderly and efficient manner, Consultant shall be entitled to an equitable adjustment in schedule and/or compensation prior to re-commencing work on the project.

b) Client recognizes and agrees that factors both within and without Consultant's control may delay the work performance, permit issuance, design and construction of the project. Client agrees that it shall not be entitled to any claim for damages due to hindrances or delays from any cause whatsoever including, but not limited to: the production of contract documents; review of documents by any government agency; issuance of permits from any government agency; beginning or completion of construction; or performance of any task of the work pursuant to the Agreement. Permitting is a regulatory function and Consultant does not guarantee issuance of any permit. Agency reviews and permitting are deemed "factors" outside Consultant's control.

16.0 Termination

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

17.0 Renegotiation of Fees

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

18.0 Construction Phase

a) Consultant shall not, during any site visits or as a result of observing Contractor's (s') work in progress, supervise, manage, direct or have control over Contractor's (s') work. Nor shall Consultant have any authority or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s) for safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing its work. Consultant can neither guarantee the performance of the construction contracts by Contractor(s) nor assume any responsibility for Contractor's (s') failure to finish and perform its work in accordance with the contract documents.

b) If construction phase services including project observation or review of the Contractor's performance are not part of this Agreement, such services will be provided for by the Client. The Client assumes all responsibility for interpretation of the Contract Documents and for construction observation, and the Client waives any claims against the Consultant that may be in any way connected thereto.

19.0 Hazardous Materials

Consultant's Scope of Services does not include any services related to the presence of any hazardous or toxic materials including, but not limited to asbestos, toxic or hazardous waste, PCB's, combustible gases and materials, petroleum or radioactive materials. In the event any hazardous or toxic materials are present on or about the job site or any adjacent areas that may affect the performance of Consultant's services, Consultant may, at its option and without liability for consequential or other damages, suspend performance of its services under the Agreement until Client retains appropriate consultants or contractors to identify and abate or remove the hazardous or toxic materials in full compliance with all applicable laws and regulations.

20.0 Signage

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

21.0 Successors and Assigns

Neither party to the Agreement shall transfer, sublet or assign any rights under or interest in the Agreement (including, but without limitation, monies that may become due or monies that are due) without the prior written consent of the other party. Subcontracting to subconsultants normally contemplated by Consultant shall not be considered as an assignment for purposes of the Agreement. Consultant assignment of payment rights as part of Consultant's typical operations funding process through a factoring company or similar non-traditional banking relationship shall be authorized.

END OF DOCUMENT



SPECIAL PROVISIONS

These special provisions are attached hereto, and made a part of, this Agreement for Professional Services for **[Project Name (the "Project"), Proposal/Project No.]** by Miller Legg, the Consultant.

1.0 This page intentionally left blank.



CLIENT BILLING INFORMATION

The following billing information must be completed by the Client. Client must notify Consultant of any changes to this information within one billing cycle.

I) PROJECT & CONTACT INFORMATION

Project Name:	_____	Accounting/Billing Contact:	_____
Project Manager Name:	_____	Accounting Check Run Dates:	_____
Phone Number:	_____	Phone Number:	_____
Fax Number:	_____	Fax Number:	_____
E-mail Address:	_____	E-mail Address:	_____

II) BILLING INFORMATION

Original Invoice should be addressed as follows:

Client/Company Name: _____

Attention: _____

Billing Address: _____

Fax Number: _____

Copies should be forwarded to:

Client/Company Name: _____

Attention : _____

Billing Address: _____

Fax Number: _____

III) INVOICE SUPPORTING DOCUMENTS/FORMATting

Please note that additional fees may be added for any of the following services:

Special Invoice Requirements _____
 (provide details/include copy)

Project/P.O./Contract Number Reference _____

Number of Invoice Copies _____

Comments: _____

IV) PAYMENT OPTIONS

Please check appropriate box. Check Direct Deposit/Wire Transfer

Note: Please include our invoice number on your check.

Note: Please reference our project number when you set up the wire transfer. Bank info will be provided upon completion of form.



**EXHIBIT A – SCOPE OF SERVICES
Pinecrest Veterans Wayside Park (the “Project”)**

1.0 PROJECT DESCRIPTION

1.1 The Project is generally described as follows: **Consultant shall provide survey and civil engineering design services, permitting assistance and construction phase services for the proposed parking lot and ADA walk around the park located at 11111 Pinecrest Parkway, Pinecrest, FL 33156. Refer to Exhibit B for Project and scope limits.**

2.0 BASIS OF SCOPE

This scope was prepared based on the Consultant’s understanding of the Project information provided by GLSA Design, Inc., via email on 12/14/23 and 12/15/23, and Consultant reserves the right to amend this scope should the proposed layout change.

2.1 General:

- The Client for this proposal is GLSA Design, Inc., the Owner is the Village of Pinecrest, and the Consultant is Miller Legg.
- Permitting and construction for the project scope will be completed in one (1) phase. Phasing plans are not included in the scope. If requested, phasing plans shall be provided as an additional service.
- Civil scope is limited to the reorganization and paving of the parking lot and the design of an accessible walk around the park, to the veterans memorial, and to the lake edge. No water and/or sewer services are required for the proposed improvements.
- Client shall be responsible for preparation, submittal, and processing of the Site Plan and DRC approvals through the Village of Pinecrest. Consultant shall provide support in the form of survey and civil engineering drawings, exhibits, and calculations during this process. No other deliverables by Consultant are included as part of Site Plan or DRC approval process under this scope.
- Engineering approvals will be required from all Authorities Having Jurisdiction (AHJs) including Miami-Dade County Department of Environmental Resources Management (DERM), Miami-Dade County Department of Transportation and Public Works, and Florida Department of Transportation (FDOT).
- Scope does not include vacating existing rights-of-ways, easements, or platting services.
- Application fees for governmental agency permitting are not included in this scope. Consultant shall prepare and update site related permitting dates and estimated permit fees during the design process.
- If an Authority Having Jurisdiction (AHJ) issues or implements design or development code changes that differ from those in place at the time of execution of this scope/agreement, and which trigger changes or revisions to the scope at any stage of the Project, an additional service will be issued by

Consultant. This includes but is not limited to design criteria of utilities, storm water management systems, or flood elevation changes.

- Consultant does not guarantee the scope will result in issuance of permit(s) or approvals by the regulatory agencies. Issuance of permits is a discretionary decision which ultimately may not be based solely on the scope of the Consultant's work.
- This scope of services does not include public outreach, site plan amendments, rezoning, special permit, or land use plan amendment (LUPA) processes. If required, these can be provided as additional services.
- All previous environmental reports and regulatory enforcement documents shall be required prior to the start of this Agreement.
- The site is not subject to any requirements stemming from a Phase 1 or Phase 2 environmental site assessments (ESA).
- Consultant will attempt to supply all required deliverables in an expeditious manner. However, Consultant has no control of third-party deliverables or Authority Having Jurisdiction (AHJ) review timelines, which may ultimately affect the Client's projected schedule.
- The Client design documents provided to Consultant shall meet the requirements of the Americans with Disabilities Act (ADA) as it relates to all issues associated with pedestrian connectivity and building access.
- Book format specifications are not included under this scope. Notes and specifications will be provided on the plans.
- All landscape architecture, irrigation, hardscape design, geotechnical, MEP, electrical, environmental, and structural consulting services will be performed by others.
- Scope includes 30% Schematic Design (SD), 60% Design Development / DRC (DD), 90% and 100% Construction Document (CD) submittals only. Any additional Client/Design Team/Agency submittals will be provided as an additional service.
- Project will not be submitted for LEED certification. No LEED services are included in this scope but can be provided as an additional service if required.
- Preparation of final Record Drawings by Consultant based upon Contractor as-builts is not included in this scope. These drawings can be provided as an additional service if requested.
- Services such as environmental and protected species studies/monitoring services are not included in this scope but can be provided as an additional service at Client request.

2.2 Survey:

- ALTA/NSPS Land Title Survey is not required.
- Title commitment, including all documents listed in exceptions, will be provided by Client.
- The survey will be based on legal description provided by Client.
- Special certification will be provided by Client.
- The depiction of trees on the survey drawing will be in accordance with code requirements of Miami-Dade County.
- Topographic survey elevations will be shown at 50-foot grid; invert elevations will be shown. Survey of right-of-way improvements for Pinecrest Parkway and Killian Drive are **not** required.
- Parking spaces will be shown and identified.
- Location of underground utilities are based on Consultant's designations. Consultant cannot guarantee that all utilities will be located.
- All fees within this proposal are based on performing each task one (1) time only. Additions or modifications to scope, re-staking as well as resulting CAD and Project management time, will be invoiced per the hourly Rate Schedule as an additional service.
- If Title of Opinion is not performed or provided, Client assumes liability for missing recorded information.

2.3 Subsurface Utility Engineering (SUE) Services:

- Utility designation is being provided in an attempt to prevent the likelihood of damage during excavation and/or provide design information.
- Results are dependent upon field conditions at the time of locating services.
- American Public Works Association (APWA) standards are used for marking.
- Consultant is not responsible for moved, altered, obliterated or maintaining marks. Consultant will impose an additional fee to relocate/re-mark facilities.
- Consultant is *not* responsible for errors and omissions of recorded utility information.
- Information provided by Consultant is for informational purposes and is intended to be used prior to excavation. Prior to Project construction, the excavating contractor is responsible for securing locations of public utilities through Sunshine State One Call of Florida (800-432-4770).
- The performance of Consultant's services is limited to full and unobstructed access including, but not limited to: mechanical rooms, manholes, hand holes, vaults, meter rooms, telecom rooms, fixtures (plumbing, electrical,

communication), dispensers, fenced compounds, tanks and structures. Full cooperation from the on-site personnel is necessary to perform a complete survey.

- All fees within this proposal are based on performing each task (1) time only. Additions or modifications to the scope, re-staking as well as resulting CAD and Project management time, will be invoiced per the attached hourly Rate Schedule, unless fees for said additions and modifications are requested.
- Failure to complete the Project for reasons beyond the control of Consultant will not void this agreement. Work performed will be invoiced as a percentage of the fee for said task.

2.4 Engineering:

- Should civil engineering design or permitting requirements vary or extend beyond this Basis of Scope, additional design and permitting services may be required (e.g. improvements outside of project area, etc.) Refer to Exhibit B for Project and scope limits.
- This scope does not include design or permitting of domestic water, sanitary sewer, or fire service utility improvements.
- This scope does not include electrical services, service lines, duct bank or transformer design. This service shall be provided by Client's MEP Consultant.
- Traffic, parking or signalization studies (or updates to previously issued studies) are not included in this scope. If AHJs determine these are required, they could be provided as additional services.
- Off-site roadway or traffic improvement such as roadway widening, turn lanes, intersection improvements, or traffic signalization are not included in this scope. Should these services be required as a result of AHJ reviews, Consultant shall assist with these tasks as an additional service.
- All required Maintenance of Traffic (MOT) designs/operations shall be provided by Contractor and approved by Owner. MOT plans are not included in the scope.
- Any required National Pollutant Discharge Elimination System (NPDES) permit from Florida Department of Environmental Protection (FDEP) will be obtained by the Contractor.
- Periodic inspection and reporting of the approved SWPP plan per NPDES requirements is not included in the scope. If required, Consultant could assist with these tasks as an additional service.
- Geotechnical services, as required for paving, earthwork, and drainage design calculations will be provided by others. Soil borings and percolation tests to a minimum depth of 15 feet shall be included as part of geotechnical investigation provided to the Consultant.

- Scope does not include design, permitting or coordination services for non-civil utilities (chilled water, gas, electrical, IT/communications). These will be provided by Client, Owner, MEP, utility provider or Contractor.
- Consultant shall prepare stormwater management calculations. These may include preparation of drainage analysis and associated pipe/structure sizing as required for the proposed on-site improvements. Confined to within the project area (see Exhibit B). Should calculations or improvements extend beyond the Project area due to Regulatory Agency review requirements, they will be provided as additional services.
- Based on the location of the Project, the use of a drainage well may be necessary as a means of stormwater discharge. Design of a gravity drainage well is included in this scope. Design of a pumped drainage well (should it be required) shall be performed as an additional service.
- FEMA floodplain analysis, study or map amendment is not included in this scope. If required, Consultant can assist with these tasks as an additional service.
- Site lighting, photometric and electrical design and permitting services will be provided by others.
- Failure to complete the Project for reasons beyond the control of Consultant will not void this agreement. Work performed will be invoiced as a percentage of the fee for said task.

3.0 INFORMATION TO BE PROVIDED BY CLIENT

- 3.1** Electronic CADD files of required existing surveys and subsurface utility information shall be provided to Consultant prior to design. This information shall include a 25' topographic grid within the project boundary, location of all utilities above and below ground surrounding the Project site including invert elevations for storm water and sanitary sewer. If needed, GPR and potholing will be provided.
- 3.2** Authorization from property owner shall be provided as necessary to enter the Property and conduct this investigation.
- 3.3** Schematic site plan, renderings, building floor plans, footprints, elevations.
- 3.4** Geotechnical services for drainage calculations with soils determination of the 'k' value and boring to a minimum depth of 15 feet prior to drainage design, and paving/asphalt recommendations are required prior to the start of the design of this Project.
- 3.5** Copies of all relevant data, including correspondence, reports, plans or information in its possession which may be beneficial to the work effort required for Consultant's services.
- 3.6** Previous reports and assessments.
- 3.7** Phase 1 or 2 environmental site assessments (ESA).

4.0 SCOPE OF BASIC SERVICES AND FEE

The scope of services to be provided by Consultant shall be as follows:

SURVEY TASKS

Task 1 **Boundary & Topographic Survey** - Consultant shall prepare a boundary and topographic survey of the Project establishing the perimeter of the property in accordance with the legal description provided by the Client. The survey shall show aboveground boundary encroachments, interior improvements, rights-of-way and easements of record as shown on applicable recorded plats adjoining or across the property. If easements or rights-of-way of record, other than those shown on recorded plats, are required, this information must be furnished to Consultant. The survey shall show topographic elevations on a 50-foot grid for land areas. Trees of 3" DBH and larger within the subject property boundary will be located. This task does not include an arborist assessment of the surveyed trees.

SUBSURFACE UTILITY ENGINEERING (SUE) TASKS

Task 2 **Underground Utility Designation & Mapping**– Consultant shall provide utility designation and mapping services at the above referenced Project. APWA standards are used for marking. A subsurface ground penetrating radar (GPR) unit will be used in addition to electromagnetic induction (EM) to perform/verify horizontal locations of any detectable utility. A GPR unit can assist in identifying nonmetallic utilities and other structures that are unidentifiable using traditional electromagnetic techniques. Factors such as soil moisture clay content, and variations in the dielectric constants of materials control the effectiveness of the GPR method. Additionally, passive VLF signals can be detected on other metallic utilities that are typically long in length are well grounded electrically.

Designating underground utilities is not an exact science. Therefore, Consultant expresses no guarantees that using one or any of the available technologies for identifying utilities/structures will identify all utilities/structures and/or meet the objective of each individual Project. Client understands that limitations within the available technology, the complexity of site conditions and circumstances beyond the control of Consultant may limit the performance/results of Consultant's services.

The services provided by Consultant shall be performed in accordance with generally accepted professional practices as related to the nature of services performed. Consultant cannot guarantee that all utilities within any given survey area will be identified due to inherent limitations within technology and existing site conditions. Utility location is being provided in an attempt to prevent or reduce the likelihood of damage during excavation and/or provide design information.

Consultant shall located and map the designated utilities onto the boundary and topographic survey drawing.

SCHEMATIC DESIGN PHASE

Task 3 **Civil Schematic Design** - Based upon the Client-provided programming approach, Consultant shall prepare a 30% Civil Schematic Design (SD) Plan showing the general alignment and general layout of parking areas and infrastructure improvements including vehicular and pedestrian access/circulation, storm drainage lines and preliminary grading. Consultant shall research, and compare the utility maps, as-builts and existing site conditions for potential limitations and conflicts of the proposed systems and other constraints that may impact design and permitting.

Consultant shall coordinate and compare available utility maps, as-builts and existing on-site field conditions for potential inconsistencies, limitations and conflicts of the proposed utility systems and other constraints that may impact design/permitting.

Task 4 **Schematic Design Phase Meeting Attendance** – Consultant shall attend up to two (2) virtual Client/Design team SD coordination/review meetings or conference calls.

Task 5 **Additional Schematic Design Phase Meeting Attendance** – Consultant shall attend additional in-person or conference call meetings at the direction of Client beyond the meetings outlined in other SD tasks. No additional meetings shall be attended without prior written approval by Client.

DESIGN DEVELOPMENT / DRC PHASE

Task 6 **Civil Design Development / DRC Documents** – Based upon the Client-approved Schematic Design, Consultant shall prepare 60% Design Development Documents (DD) for site civil and utility infrastructure improvements including site demolition/clearing, vehicular and pedestrian access/circulation, paving, grading, and drainage. The DDs will be prepared to a level required for DRC submittal.

Consultant may also show alignment of non-civil utilities such as chilled water, gas, IT/communication, and electrical utilities on the Design Development Documents. The design, alignment and associated sizes/depths of these non-civil utilities shall be provided to Consultant by Client's MEP Consultant.

The Design Development documents will include:

- Cover Sheet
- General Notes and Specifications
- Site Clearing and Demolition Plan
- Geometry, Marking and Signing Plan
- Paving, Grading and Drainage Plan
- General Construction Details

Under this task Consultant shall also prepare preliminary stormwater management calculations. This includes preliminary drainage analysis and modeling limited to the Project area (reference exhibit B).

- Task 7 **DRC Approval Process Assistance** - Client shall be responsible for preparation, submittal, and processing of the Site Plan and DRC approvals through the Village of Pinecrest. Consultant shall submit final Design Development Documents to Client for DRC submittal. After the initial DRC submittal, Consultant will respond to and address compiled DRC comments in an expeditious manner. However, Consultant is not responsible for regulatory agency internal review timelines.
- Task 8 **Civil Design Development Phase Opinion of Probable Cost** - Consultant shall prepare an opinion of probable cost for the Project. The opinion shall address earthwork, paving, and drainage improvements. Consultant shall research existing utilities and drainage requirements for the purpose of the opinion.
- Task 9 **Design Development / DRC Phase Meeting Attendance** – Consultant shall attend up to two (2) virtual Client/Design team DD coordination/review meetings or conference calls.
- Task 10 **Additional Design Development / DRC Approval Phase Meeting Attendance** – Consultant shall attend additional in-person meetings or conference calls at the direction of Client beyond the meetings outlined in other DD tasks. No additional meetings shall be attended without prior written approval by Client.

CONSTRUCTION DOCUMENTS AND PERMITTING PHASE

- Task 11 **Site Civil Construction Documents** - Based on the Client and DRC approved 60% Design Development documents, Consultant shall prepare Construction Documents (CDs) to a level of completeness required for Contractor bidding and permitting agency submittals.

Consultant shall prepare the final engineering plans, supporting documents and calculations for site civil and utility infrastructure improvements including site demolition/clearing, vehicular and pedestrian access/circulation, utility services, paving, drainage, and final grading.

Consultant may also show alignment of non-civil utilities such as chilled water, gas, IT/communication, and electrical utilities on the Construction Documents. The design, alignment and associated sizes/depths of these non-civil utilities shall be provided to Consultant by Client's MEP Consultant.

90% CDs shall be used for initial permit submittals to AHJs. Final 100% CDs will be produced and issued based on revisions made as a result of the permitting process through AHJs.

The Construction Documents shall include:

- Cover Sheet
- General Notes and Specifications
- Site Clearing and Demolition Plan
- Geometry, Marking and Signing Plan
- Paving, Grading, and Drainage Plan
- General Construction Details
- Stormwater Pollution Prevention Plan (SWPPP) and Details

Under this task Consultant shall also prepare final stormwater management calculations. This includes preliminary drainage analysis and modeling limited to the Project area (reference exhibit B).

Task 12 Government Agency Permitting - Consultant shall assist Client in preparing and submitting site engineering permit applications, plans, and support data to AHJs including:

- Miami-Dade County Department of Environmental Resources Management (DERM)
- Miami-Dade County Department of Transportation and Public Works (DTPW)
- Florida Department of Transportation (FDOT)

After the initial permit application submittal, Consultant will respond to, and address compiled regulatory agency review comments in an expeditious manner. However, Consultant is not responsible for regulatory agency internal review timelines.

Additional permitting and coordination services as a result of Client revisions or agency review comments which may extend/expand the scope of the Project beyond the stipulations outlined under Section 2.0 Basis of Scope, shall be performed as an additional service.

Task 13 Civil Construction Documents Phase Opinion of Probable Cost - Consultant shall update and revise the Opinion of Probable Costs associated with this Project, based on 100% site plan and engineering drawings.

Task 14 Construction Documents and Permitting Phase Meeting Attendance – Consultant shall attend two (2) virtual Client/Design team CD coordination/review meetings or conference calls.

Task 15 Additional Construction Documents and Permitting Phase Meeting Attendance – Consultant shall attend additional in-person meetings or conference calls at the direction of Client beyond the meetings outlined in other CD tasks. No additional meetings shall be attended without prior written approval by Client.

CONSTRUCTION SERVICES PHASE

Task 16 Pre-Bidding Assistance – Consultant shall assist Client with preparing bid documents, coordinate with Client and attend up to one (1) pre-bid meeting and respond to up to four (4) Contractor's Requests for Information (RFIs) or site work Change Order Requests (COR). Consultant shall attend additional meetings at the direction of Client on an hourly basis.

Task 17 Pre-construction Conference - Consultant shall coordinate with Client and attend one (1) pre-construction conference. Consultant shall attend additional meetings at the direction of Client on an hourly basis.

Task 18

Civil Construction Administration - Consultant shall coordinate with Client and Contractor on construction interpretations and clarifications of approved drawings and review of requested substitutions. Under this task, Consultant shall also provide services limited to the following:

- Review of up to four (4) materials lists/shop drawings.
- Review and respond to up to four (4) Contractor's Requests for Information (RFIs) or site work Change Order Requests (COR).

Review of or responses to additional RFIs, material lists/shop drawings, or substitutions shall be provided as additional services under the Additional Construction Phase Services task.

Task 19

Civil Engineering Construction Observation - Consultant shall assist Client with limited construction observation services. Consultant will perform site visits for verification of site work compliance and for certification of the Project through the AHJs by providing up to six (6) site visits for observation of the site work, including installation of underground piping and general site civil improvements. Consultant will observe system testing confirming that the site work is completed in substantial compliance with the approved plans and specifications.

Such visits and observations are not intended to be an exhaustive check or a detailed inspection of the Contractor's work, but rather to allow Consultant, as an experienced professional, to become generally familiar with the work in progress and to determine whether the work is proceeding in accordance with the contract documents.

Based on this general observation, Consultant shall keep Client informed about the progress of the work and shall endeavor to guard Client against deficiencies in the work. If Client desires more extensive project observation or full-time project representation, an additional service proposal for these services can be provided upon request.

Consultant shall not supervise, direct, or have control over the Contractor's work, nor will it have any responsibility for the construction means, methods, techniques, sequences, or procedures selected by the Contractor, or for the contractor's safety precautions or programs in connection with the work. These rights and responsibilities are solely those of the contractor in accordance with the contract documents.

Consultant shall not be responsible for any acts or omissions of the Contractor, subcontractor, or any entity performing any portions of the work, or any agents or employees of any of them. Consultant does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its work in accordance with the contract documents or any applicable laws, codes, rules, or regulations.

Additional coordination efforts or site visits resulting from contractor not being prepared for a scheduled/required inspection or testing, failed tests or inspections, RFI's reviews and extended construction time beyond the original scope of construction duration after the Contractor construction Notice to Proceed (excluding documented work stop orders issued by Client to Contractor and

Consultant) will be billed to the Contractor via the Client at \$135.00 per hour. Contractor shall notify Consultant a minimum of 24 hours prior to any tests or site inspections to which the Consultant attendance may be required. Failure to do so may result in Consultant not being able to grant such request.

Task 20 **Construction OAC / Progress Meetings** – Consultant shall attend up to four (4) virtual construction progress (OAC) meetings or /conference calls during construction on an as-needed basis. Client shall prepare minutes of such meetings for distribution to meeting attendees. Attendance at additional construction progress meetings will be provided as an additional service under the Additional Construction Phase Services task.

Task 21 **Civil Engineering Project Close-Out and Final Certifications** – Consultant shall review final as-built drawings submitted by Contractor and prepared by a registered surveyor. Up to two (2) review rounds are included in this scope. Additional as-built reviews after the initial two (2) rounds shall be performed at the direction of Client and billed on an hourly NTE basis. Upon acceptance of final as-built drawings, Consultant shall prepare a Statement of Work Completion and final certification letters to the applicable AHJs.

Task 22 **Additional Construction Phase Services** – Consultant shall provide additional Construction Phase services such as site visits, meeting attendance, shop drawings and RFI reviews beyond those outlined in other Construction Phase tasks. No additional services shall be provided without prior written approval by Client.

REIMBURSABLE EXPENSES

Task 23 **Reimbursable Expenses** – Consultant shall be paid a lump sum fee of \$500 for reimbursable expenses. This fee is for customary costs, travel, and excludes subconsultants. This fee may be increased in the event Client authorizes additional services.

FEE SUMMARY			
TASK NO.	TASK	LUMP SUM FEE	HOURLY NTE FEE (IF NEEDED)
SURVEY AND SUE PHASE			
Task 1	Boundary and Topographic Survey	\$ 20,000	
Task 2	Underground Utility Designation	\$ 5,000	
	Survey and SUE Tasks Subtotal	\$ 25,000	
SCHEMATIC DESIGN PHASE			
Task 3	Civil Schematic Design	\$ 2,500	
Task 4	Schematic Design Phase Meeting Attendance	\$ 1,000	
Task 5	Additional Schematic Design Phase Meeting Attendance		\$ 1,000
	Schematic Design Phase Tasks Subtotal	\$ 3,500	\$ 1,000
DESIGN DEVELOPMENT / DRC PHASE			
Task 6	Civil Design Development / DRC Documents	\$ 9,000	
Task 7	DRC Approval Process Assistance	\$ 2,000	
Task 8	Design Development/DRC Phase Meeting Attendance	\$ 1,000	
Task 9	Additional Design Development / DRC Approval Phase Meeting Attendance		\$ 1,000
Task 10	Civil Design Development Phase Opinion of Probable Cost	\$ 750	
	Design Development / DRC Phase Tasks Subtotal	\$ 12,750	\$ 1,000
CONSTRUCTION DOCUMENTS AND PERMITTING PHASE			
Task 11	Site Civil Construction Documents	\$ 7,000	
Task 12	Government Agency Permitting	\$ 15,000	
Task 13	Construction Documents and Permitting Phase Meeting Attendance	\$ 1,000	
Task 14	Additional Construction Documents and Permitting Phase Meeting Attendance		\$ 1,000
Task 15	Civil Construction Documents Phase Opinion of Probable Cost	\$ 750	
	Construction Document and Permitting Phase Tasks Subtotal	\$ 23,750	\$ 1,000
CONSTRUCTION PHASE SERVICES			
Task 16	Pre-Bidding Assistance	\$ 800	
Task 17	Pre-Construction Conference	\$ 800	
Task 18	Civil Construction Administration	\$ 2,500	
Task 19	Civil Engineering Construction Observation	\$ 3,500	
Task 20	Construction OAC / Progress Meetings	\$ 1,500	
Task 21	Civil Engineering Project Closeout and Final Certification	\$ 3,000	
Task 22	Additional Construction Phase Services		\$ 1,000
	Construction Services Phase Tasks Subtotal	\$ 12,100	\$ 1,000
REIMBURSABLE EXPENSES			
Task 23	Reimbursable Expenses	\$ 500	
	Reimbursable Expenses Subtotal	\$ 500	
TOTAL FEE		\$ 77,600	\$ 4,000

V:\Projects\2023\23-00439 - PINECREST VETERANS WAYSIDE PARK\Documents\Contracts\Exhibit A - Scope of Services.docx

EXHIBIT B





ALEXIS ALVEY
ISA BOARD CERTIFIED
MASTER ARBORIST #NY-5539B

Alvey Tree Consulting LLC
Serving South Florida
516-728-1366 alveytrees@gmail.com

Consulting Contract

Client -

CT# -

Date -

Property Location -

Description of Services	Hours	Rate	Amount

TOTAL -

Client Signature -

Date -

Consultant Signature - *Alexis Alvey*

Date -

*ISA Board Certified Master Arborist
#NY-5539B*



ALEXIS ALVEY
ISA BOARD CERTIFIED
MASTER ARBORIST #NY-5539B

Alvey Tree Consulting LLC
Serving South Florida
516-728-1366 alveytrees@gmail.com

Terms & Conditions

The following terms and conditions are part of the confirmation of work to be performed by Alvey Tree Consulting LLC and with the information on the preceding page(s) constitute the entire agreement:

Payment is to be received upon completion of services and receipt of invoice. A service charge of 1½ % per month, which is an annual percentage rate of 18%, will be added to accounts thirty days after invoice date. If outside assistance is used to collect the account, the client is responsible for all costs associated with the collection including, but not limited to, attorneys' fees and court costs.

Client warrants that all trees and vegetation upon which services are to be performed are owned by the client, or that authorization for the service has been obtained from the rightful property owner. Client states that they are the owner or agent of the above mentioned property and that they give expressed permission to enter said property and the property is free and clear of any hidden defects or danger. Client agrees to indemnify and hold harmless Alvey Tree Consulting LLC from any claims made by others re-garding damage to or ownership of the trees or property. Client shall provide free access to work areas for employees.

Client agrees to attempt to work out any disputes with Alvey Tree Consulting LLC through direct negotiation and/or mediation. In the event attempts at negotiation and/or mediation are unsuccessful, Client agrees to submit any dispute arising out of this Agreement to binding arbitration with a neutral arbitrator agreed to by Client and Alvey Tree Consulting LLC. This means that Client voluntarily agrees to give up any rights client might have to litigate the dispute in a court or jury trial. This does not preclude Alvey Tree Consulting LLC from filing any claims in small claims court, or any other court of appropriate jurisdiction in order to recover payment for services rendered.

Trees inherently pose a certain degree of hazard and risk from breakage, failure or other causes and conditions. Recommendations that are made are intended to minimize or reduce such hazardous conditions. However, there can be no guarantee or warranty that efforts to discover or correct unsafe conditions will prevent future breakage or failure, nor can there be any guarantee that all hazardous conditions have been detected. The client should not infer that a tree is safe either because services have been recommended or done to reduce risk, or because no services have been recommended or done on a specific tree. The client assumes any and all risks associated with pursuing consultant's advice and fully understands that he or she is engaged in securing professional consultation regarding the above-mentioned property.

December 15, 2023

Mr. Ken Gardner
ASLA, LEED AP
GSLA Design
Pinecrest, Florida 33015

via email:
ken@gsladesign.com

**RE: For Proposal Architectural Services
For Fence for Wayside Park, Pinecrest, Florida**

Dear Mr. Ken Gardner:

As per your request, the following is our proposal for a sitting wall as described in your December 14, 2023 email on same.

1. Scope of work:
 - As per email above.
2. Deliverables:
 - Site showing with wall location
 - Site Improvements by others
 - Wall elevation(s) typical
 - Section + detail + specs on drawings
 - Foundation, structure details
3. (2) Meetings included:
 - Construction administration not included
 - Approve reimbursable expenses are additional x 1.2
 - Payment on invoice is due upon submission of invoice.
 - Any other requested services are hourly or lump sum.
4. Hourly rates:

• Principal Architect	\$265.00 per hour
• Project Director / Sr. Architect	\$175.00 per hour
• Senior Manager Architect	\$155.00 per hour
• Project Manager	\$125.00 per hour
• Project Architect	\$115.00 per hour
• Staff Architect	\$105.00 per hour
• Technical / CADD Drafting	\$ 90.00 per hour
• Principal Engineer	\$265.00 per hour
• Project Manager / Engineer	\$155.00 per hour
• Engineering / Field Tech.	\$140.00 per hour
• Engineer Designer	\$ 95.00 per hour
• Construction Manager	\$105.00 per hour
• Construction Inspections	\$140.00 per hour
• Data Processing / Clerical	\$ 70.00 per hour

 -
5. Architectural fee:
 - (3) Sheets maximum \$4,500.00



CHISHOLM

architects

Please advise if the above is satisfactory for a formal contract submittal to follow accordingly.

Sincerely,

R.E. Chisholm Architects, Inc.



Robert E. Chisholm FAIA, NCARB
Chairman/CEO

Mr. Gardner
ASLA, LEED AP

