

**TASK ORDER
BETWEEN**

MARGATE COMMUNITY REDEVELOPMENT AGENCY

AND

CHEN MOORE AND ASSOCIATES (CMA)

This ENGINEERING SERVICES Task Order is entered into this 13th day of July, 2021 by and between the MARGATE COMMUNITY REDEVELOPMENT AGENCY, hereinafter referred to as "MCRA" and CHEN MOORE AND ASSOCIATES (CMA), hereinafter referred to as "CONTRACTOR".

W I T N E S S E T H:

WHEREAS, the MCRA and the CONTRACTOR previously entered into an Agreement for Engineering Consulting Services, dated April 14, 2021 (the "Original Agreement"); and

WHEREAS, the MCRA and the CONTRACTOR are authorized to enter into Task Orders in order to provide for additional services to be provided by the CONTRACTOR for the MCRA, pursuant to the Original Agreement; and

WHEREAS, the MCRA and the CONTRACTOR desire to enter into this Task Order in order for the CONTRACTOR to provide additional services pursuant to the Original Agreement, except as modified herein;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the MCRA and the CONTRACTOR agree as follows:

1. The "WHEREAS" clauses recited above are hereby incorporated herein by reference.
2. The MCRA authorizes the CONTRACTOR to perform additional services as provided in this Task Order for the following MCRA Project:

Margate Boulevard Crosswalk and Landscape Improvements from SR7/US 441 to East River Drive, and from NW 58th Avenue from Park Drive to approximately one-half (1/2) block northeast of Margate Boulevard. To provide professional civil engineering, planning and landscape architecture services for the design, permitting, and construction administration services necessary for the completion of the project, as detailed in Exhibit "A".

3. The Scope of Services for the Project, as provided in the Original Agreement, is hereby amended in order to authorize the CONTRACTOR to provide the Scope of Services as described on Exhibit "A", to this Task Order, which is attached hereto and incorporated herein by reference.

4. The Budget for the Project as stated in the Original Agreement is hereby amended to reflect the adjustments indicated on Exhibit "A" to this Task Order, which is attached hereto and incorporated herein by reference. The total budget for this assignment shall not exceed: Ninety-Four Thousand, One Hundred and Sixty-Six Dollars (\$94,166.00). Payments shall be disbursed as provided for in the Original Agreement.

5. The Completion Date for the Project as stated in the Original Agreement is hereby amended to provide for the CONSULTANT to complete the Scope of Services described in Exhibit "A" to this

Task Order no later than One Hundred and Eighty (180) days following the issuance of the Notice to Proceed.

6. This Task Order is approved contingent upon the MCRA's acceptance of and satisfaction with the completion of the services rendered in the previous phase (if any) or as encompassed in the Original Agreement, as may have been amended by any prior Task Orders entered into between the MCRA and the CONTRACTOR. If the MCRA, in its sole discretion, is unsatisfied with the services provided in a previous phase, or prior Task Order, the MCRA may terminate the Original Agreement without incurring any further liability.

7. The CONTRACTOR may not commence work on any Task Order, including this Task Order, approved by the MCRA, without a further notice to proceed issued in writing by the MCRA Executive Director, or his authorized representative.

8. The Original Agreement, as may have been modified by prior Task Orders, and except as modified herein, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Task Order as of the day and year indicated above.

**MARGATE COMMUNITY
REDEVELOPMENT AGENCY**

BY: 

Cale Curtis, Executive Director

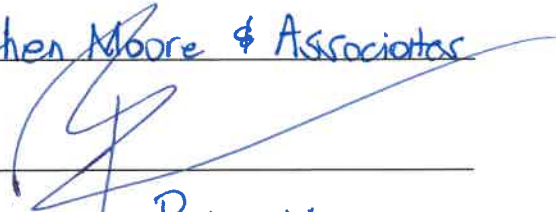
ATTEST:



Rita Rodi, CRA Coordinator

CONTRACTOR:

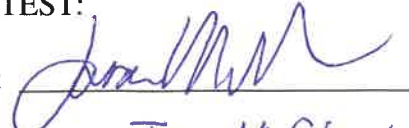
Chen Moore & Associates

By: 

Print Name: Peter Moore

Title: President

ATTEST:

By: 

Print Name: Jason McClair

Title: Vice President



(CORPORATE SEAL)

500 S. Australian Ave., Suite 850
West Palm Beach, FL 33401
Office: +1 (561) 746-6900



June 25, 2021

SENT VIA E-MAIL (awalcott@margatefl.com)

Arlene Walcott, AICP
Margate Community Redevelopment Agency
5790 Margate Boulevard
Margate, FL 33063

Re: Margate Boulevard Crosswalk and Landscape Improvements
CMA Proposal No. P21.088.02

Dear Ms. Walcott,

Chen Moore and Associates (CMA) is pleased to submit the attached Scope of Services to provide professional civil engineering, planning and landscape architecture services for the design, permitting, and construction administration services necessary for the completion of the project. The project is anticipated to begin immediately upon receiving Notice to Proceed (NTP). In general, the project limits are confined to the Right of Way along Margate boulevard from:

- SR7/US 441 to East River Drive.
- NW 58th Avenue from Park Drive to approximately one-half (1/2) block northeast of Margate Boulevard.

The services provided will include sidewalk and crosswalk reconstruction that conform to the latest ADA compliance standards, landscaping, irrigation, and landscape up lighting. The landscape improvements will be limited to the edges of the roadway corridor adjacent to the pedestrian sidewalks, the roundabout approaches at Margate Boulevard/NW 58 Avenue and the green space within the roundabout. The existing landscape within the median that traverses Margate boulevard shall remain in its current state. The existing landscape lighting within the center median on Margate Boulevard shall be remove and replaced with energy efficient landscape lighting.

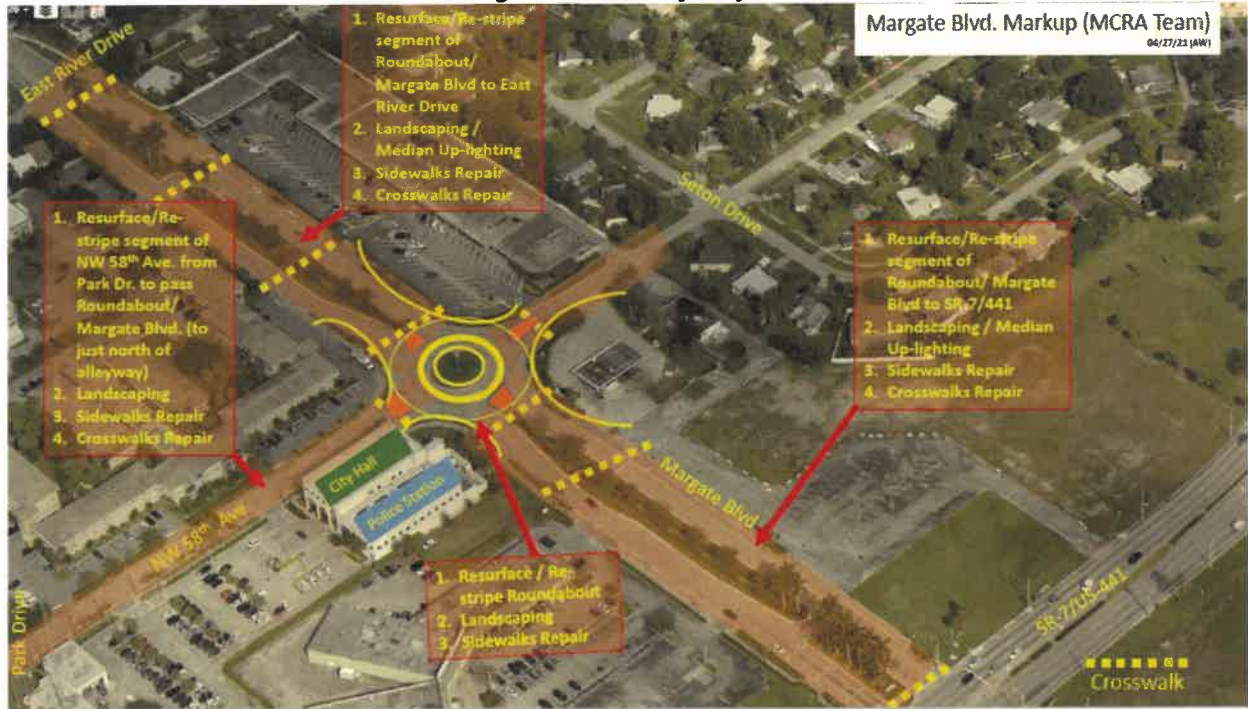
The anticipated submittals for the Project include:

- Schematic Design (30% Plans)
- Design Development (60% Plans)
- Construction Documents (100% Plans)
- Bidding and Permit Documents
- Construction Administration

SCOPE OF SERVICES

The scope of services our firm shall provide as per the scoping email (Figure #1) dated April 27, 2021, provided by your office as well as, field meeting between City Staff and CMA on April 28, 2021.

Figure 1: Limits of Project



Landscape Architecture

Task 1 – Schematic Design (30% Plans) Landscape Architecture

Consultant shall perform the following:

- Attendance at up to two (2) meetings with the Client/Owner
- Site investigation to verify tree survey, assess health, viability, and feasibility of existing vegetation for disposition plans
- Schematic Development plans include landscape concepts for vegetative replacement, plant material boards, illustrative plan graphics, sections, or the like to illustrate the proposed design elements and intent. A preliminary opinion of probable cost will be provided
- Landscape lighting options
- Hardscape (sidewalk and crosswalk concepts)

Task 2 –Design Development (60% Plans) Landscape Architecture

Consultant shall perform the following:

- Attendance up to two (2) project meetings
- Consultant shall prepare landscape architecture plans to include tree disposition, landscape and irrigation plans, details, and specifications
- 1. Site Lighting locations and fixture layout and photometrics. Consultant shall coordinate with MEP Engineer for electrical design. Plans will include details, sections, and specifications. A revised opinion of probable cost will be provided

- It is anticipated that the specifications will be provided within the design plans and a separate CSI specification book will not be required.

Task 3 – Construction Documents (100%) Landscape Architecture

Consultant shall perform the following:

2. Attendance at up to one (1) meeting with the Client/Owner
3. Consultant shall prepare construction level landscape architecture plans to include tree disposition, landscape and irrigation plans, details, and specifications. A revised opinion of probable cost will be provided
4. Site Lighting locations and fixture layout and photometrics. Consultant shall coordinate with MEP Engineer for electrical design. Plans will include details, sections, and specifications
5. All plans, details, sections, and specifications will be suitable for construction of the project
6. It is anticipated that the specifications will be provided within the design plans and a separate CSI specification book will not be required

Task 4 –Bidding and Permit Documents (90% Plans) Landscape Architecture

Consultant shall perform the following:

- Consultant shall prepare submittal packages and submit for government permits with the appropriate calculations and back-up for the water supply of the irrigation system and tree removal and mitigation.
- Consultant shall revise plans and coordinate permits resubmittals to obtain permit(s).
- Attendance at a pre-bid meeting with the landscape contractor.
- Respond to inquiries and Requests for Information through the Project Architect.
- Review contractor bid proposals and attend one contractor selection meeting.

Task 5 - Construction Administration Landscape Architecture Landscape Architecture

Consultant shall perform the following:

- **Pre-construction** - Consultant shall attend pre-construction conference meeting, review material shop drawings, and assist contractor prior to commencement of construction.
- **Construction Inspections** – Consultant shall provide general observation of the work and confirmation that the design intent is met in the field. Field reports will be issued to Client for each field visit during the period of landscape construction. We estimate a total of two (2) site visit for the site construction period prior to substantial completion. This includes a meeting with the landscape and irrigation contractor prior to the commencement of work; inspection of the trenches and installation of irrigation mainline; pressure test of the irrigation mainline; plant material review prior to delivery (via photos provided by contractor) and inspection of plant material after delivery of landscape materials. After the budgeted site visits have been used, additional visits shall be provided upon written Client authorization and invoiced on an hourly basis.
- **Construction Closeouts and Statements of Work Completion** – Consultant shall prepare a statement of work completion (project certification), review “as-built” drawing submittals of the irrigation system and certify that the landscape meets local code and Florida Nursery Grade Standards. Consultant shall have up to two (2) site walk through meetings to generate an initial punch list and verify that punch list items were completed.

Civil Engineering

Schematic Design (30% Plans) Civil Engineering

- Schematic design is not anticipated.

Task 6 –Design Development (60% Plans) Civil Engineering

Consultant shall provide engineering plans for the milling and resurfacing of the project area, sidewalk reconstruction, ADA routes, crosswalk improvements and general pavement and sidewalk restoration as applicable. Plans provided will include:

- Demolition plans
- Paving and restoration plans
- Sidewalk and grading plans
- Signing and marking plans
- Stormwater pollution prevention
- General Notes & Specifications
- Engineering Details
- It is anticipated that the specifications will be provided within the design plans and a separate CSI specification book will not be required

As requested by the City, the deliverable of Task 6 will be divided as follows:

1. **Task 6a:** Overall concept plan showing the limits of anticipated civil improvements, preliminary opinion of probable cost. To be submitted with 30% Landscape Plans.
2. **Task 6b:** Design Development paving, grading, demolition, signing and marking plans. To be submitted with 60% Landscape Plans. A revised opinion of probable cost will be provided

Task 7 – Construction Documents (100%) Civil Engineering

Consultant shall address Client's comments and incorporate into the final plans. Plans shall include the same elements provided in the 60% submittal, with additional construction details as needed for a complete permissible set of construction drawings. A revised opinion of probable cost will be provided.

Task 8 –Regulatory Agency Permitting Civil Engineering

Consultant shall prepare submittal packages and submit for government permits with the appropriate back-up for the regulatory agencies. Agencies include:

- Florida Department of Transportation (work within FDOT R/W at SR7)
- Broward County Traffic Engineering Division (signing and marking)
- Broward County Highway Construction and Engineering Division (coordination for work near traffic signals)
- City of Margate Building Department and Engineering Department

Task 9 - Construction Administration – Consultant shall perform the following:

- **Bidding Assistance** – Consultant shall assist Client during the bidding process, answering RFI's, coordinating with City staff and attending meetings as necessary.

- **Pre-construction** - Consultant shall attend pre-construction conference meeting, review material shop drawings, and assist contractor prior to commencement of construction.
- **Construction Inspections** – Consultant shall provide general observation of the work and confirmation that the design intent is met in the field. Field reports will be issued to Client for each field visit during the period of landscape construction. We estimate a total of ten (10) site visits for the site construction period prior to substantial completion. After the budgeted site visits have been used, additional visits shall be provided upon written Client authorization and invoiced on an hourly basis.
- **Construction Closeouts and Statements of Work Completion** – Consultant shall prepare a statement of work completion (project certification), review “as-built” drawing submittals prepared by the contractor’s surveyor as applicable. Consultant shall have up to two (2) site walk through meetings to generate an initial punch list and verify that punch list items were completed.

Miscellaneous Tasks

Task 10 – Site Specific Survey

Consultant will use the existing drawings as a base drawing to develop the construction documents. A full site survey is not anticipated. As requested by the City, consultant will use the existing as-built information showing pavement elevations for the design of the proposed milling and resurfacing. A new survey will be provided to include 100 feet in each direction at the intersection of Margate Boulevard and East River Drive and a 200-foot portion of NW 58th Avenue located between the roundabout and NW 12th Street. The survey also includes up to 30 ADA ramps, associated sidewalks and crosswalks that will be surveyed as follows:

- Paver ramp will be located beginning of the slope to the crest of the slope plus up to 30 past the crest. Spot elevations will be measured at key points on the ramp transition and at 10-foot intervals thereafter
- Within the surveyed areas described, locate manholes catch basins, and valve covers laying within the pavement and the elevation of the rim measured.
- Locate the curbs lying on each side of the roadway and surrounding the roadway medians
- Locate Intersecting driveways to the radius return of the curb or pavement and measure elevations
- Locate paver cross walks and measure elevations
- Vertical control (elevations) will be based on National American Vertical Datum of 1988.
- Horizontal control will be based on the Florida State Plane Coordinates System, East Zone, North American Datum of 83/90
- Prepare topographic survey drawing utilizing AutoCAD

Not included in the survey are:

- Areas within landscape medians
- Tree survey
- Underground or invert information
- Sidewalk areas that are not intended to be replaced

The basis for the above scope of services and associated fee(s) are based on the following:

- The Project is in the City of Margate, Florida
- Available pavement as-builts provided by the City will be used in lieu of a full survey as requested by Client. It is understood that the road has not been modified and that the as-built elevations are current and reflect actual field conditions
- CMA will coordinate with City staff to resolve comments associated with the landscape architecture design. Consultant shall provide services from Schematic Development through Final Completion for the Project
- Civil engineering scope includes reconstruction of handicap ramps, deficient sidewalks, crosswalks, associated curbing and milling and resurfacing of the pavement within the project area. The project does not include drainage or utility improvements. Any existing ponding will be addressed through milling and resurfacing to the extent possible. Regrading of the roadway is not included.
- Electrical engineering necessary for proposed elements in this Scope of Work will be provided by a sub-consultant to Chen Moore
- If applicable, Client shall provide submittal fees for government agencies
- No known environmental concerns on the subject property
- Work shall comply with all regulating agency requirements.

Information to be provided by client:

- Available pertinent files for the design and permitting of the project
- If applicable, filing and permit application fees, review fees, impact fees or any other associated assessments by other governments/agencies
- If available, copies of all relevant data, including correspondence, traffic reports, plans or information in Client's possession which may be beneficial to the work effort performed by Consultant

SCHEDULE AND FEES

Consultant shall schedule work upon receipt of signed approval for this project as required.

The total lump sum fee for this project will be divided as follows:

<u>Task(s)</u>	<u>Task Description</u>	<u>Lump Sum Fees</u>	<u>Hourly Fees</u>	<u>Total Fees</u>
Task 1	Schematic Design (30% Plans)	\$9,694.00	\$0.00	\$9,694.00
Task 2	Design Development (60% Plans)	\$9,906.00	\$0.00	\$9,906.00
Task 3	Construction Documents (100% Plans)	\$6,858.00	\$0.00	\$6,858.00
Task 4	Bidding & Permit Documents	\$0.00	\$3,048.00	\$3,048.00
Task 5	Construction Administration	\$0.00	\$3,480.00	\$3,480.00
LANDSCAPE ARCHITECTURE TOTAL		\$26,458.00	\$6,528.00	\$32,986.00

<u>Task(s)</u>	<u>Task Description</u>	<u>Lump Sum Fees</u>	<u>Hourly Fees</u>	<u>Total Fees</u>
Task 6a	Design Development (60% Plans)	\$6,350.00	\$0.00	\$6,350.00
Task 6b	Design Development (60% Plans)	\$13,915.00	\$0.00	\$13,915.00
Task 7	Construction Documents (100% Plans)	\$5,990.00	\$0.00	\$5,990.00
Task 8	Regulatory Agency Permitting	\$0.00	\$9,710.00	\$9,710.00
Task 9	Construction Administration	\$0.00	\$9,715.00	\$9,715.00
Task 10	Site Specific Survey	\$15,500.00	\$0.00	\$15,500.00
CIVIL ENGINEERING TOTAL		\$41,755.00	\$19,425.00	\$61,180.00
PROJECT TOTAL		\$68,213.00	\$25,953.00	\$94,166.00

Should you have any questions, please do not hesitate to contact me at my office at (954) 730-0707 x 1085, my cell phone at (772) 361-9759 or send me an electronic message at ddavila@chenmoore.com.

Respectfully submitted,



CHEN MOORE AND ASSOCIATES
Branch Manager
Daniel Davila, P.E.
Senior Project Manager, Branch Manger

Margate Boulevard LA Fees					
Task Code	Task Description	\$95.00 Assoc. LA/Arborist	\$127.00 Project LA	\$145.00 Senior LA	\$250.00 Director
1	0-30% Schematic Documents				
	Data Collection				
	<i>Site Visit, Tree Survey, Existing Conditions</i>		6		
	Develop Concept Design				
	<i>TREE DISPOSITION PLAN</i>	16	2		
	<i>LANDSCAPE PLAN</i>	16	2		
	<i>HARDSCAPE PLAN</i>	16	2		
	<i>IRRIGATION</i>	0			
	<i>LIGHTING</i>				
	Concept Graphics				
	<i>Image Boards</i>	8			
	<i>Illustrative Plans, Section, Perspectives, Etc.</i>	30			
Task 1 Sub-total		\$8,170.00	\$1,524.00	\$0.00	\$0.00
Task 1 Total			\$9,694.00		
2	60% Design Development				
	60% Construction Documents & Details				
	<i>TREE DISPOSITION PLAN</i>		8		
	<i>LANDSCAPE PLAN</i>		16		
	<i>HARDSCAPE PLAN</i>		26		
	<i>IRRIGATION</i>		18		
	<i>LIGHTING</i>		10		
Task 2 Sub-total		\$0.00	\$9,906.00	\$0.00	\$0.00
Task 2 Total			\$9,906.00		
3	100% Construction Documents				
	100% Construction Documents & Details				
	<i>Base Files</i>				
	<i>TREE DISPOSITION PLAN</i>		4		
	<i>LANDSCAPE PLAN</i>		12		
	<i>HARDSCAPE PLAN</i>		18		
	<i>IRRIGATION</i>		16		
	<i>LIGHTING</i>		4		
Task 3 Sub-total		\$0.00	\$6,858.00	\$0.00	\$0.00
Task 3 Total			\$6,858.00		
4	Bidding & Permit Documents				
	Bid & Permit Packages				
	<i>Prepare Permit Packages</i>		4		
	<i>Meeting with Reviewing Agencies</i>		4		
	<i>Pre-Bid Meeting</i>		2		
	<i>RFI's</i>		12		
	<i>Review Contractor's Proposal</i>		2		
Task 4 Sub-total		\$0.00	\$3,048.00	\$0.00	\$0.00
Task 4 Total			\$3,048.00		
5	Construction Administration				
	<i>Pre-construction Meeting</i>			4	
	<i>Construction Observation</i>			16	
	<i>Construction Close Out</i>			4	
Task 5 Sub-total		\$0.00	\$0.00	\$3,480.00	\$0.00
Task 5 Total			\$3,480.00		
Project Total			\$32,986.00		

MARGATE BLVD. SIDEWALK AND LANDSCAPE IMPROVEMENTS (CIVIL ENGINEERING FEES)

Project Manager										Sr. Engineer	Project Engineer	Associate Engineer	Engineer	Designer	Sr. Technician	Construction Specialist	Engineering Intern	Subconsultant	Total Cost	
TASK 6a - Design Development (60% Plans)										\$185.00	\$155.00	\$130.00	\$115.00	\$105.00	\$90.00	\$92.00	\$50.00			
Meetings and coordination with City										3			2						\$	785.00
Site visits - sidewalk, crosswalk assessment										4			16				16		\$	3,380.00
Develop Concept Exhibit (overall sheet- limits of Civil scope of work)										1			8		12				\$	2,185.00
Total hours										8	0	0	26	0	12	0	16		\$	-
TASK 6b - Design Development (60% Plans)																			\$6,350.00	
Set up plans																				
Design - Paving, demo plans										2			20		8				\$	720.00
Signing and marking plans										1					32				\$	5,550.00
Grading										2			30		24				\$	2,345.00
QC										8									\$	3,820.00
Total hours										13	0	0	50	0	64	0	0		\$	1,480.00
TASK 7 - Construction Documents (100%)																			\$13,915.00	
Address comments										1			4							
additional design and grading										2			12		16				\$	2,085.00
Details															8				\$	2,470.00
QC										2			3		8				\$	1,065.00
Total hours										5	0	0	19	0	32	0	0		\$	370.00
TASK 8 - Regulatory Agency Permitting																			\$5,990.00	
FDOT permitting										2			28						\$	3,590.00
BCTED permitting										1			40						\$	4,785.00
Coordination with BCHCED										1			10						\$	1,335.00
Total hours										4	0	0	78	0	0	0	0		\$	-
TASK 8 - Regulatory Agency Permitting																			\$9,710.00	
Construction Administration																				
Bid assistance										2			8						\$	1,290.00
Precon meeting										2			4						\$	830.00
RFIs										1									\$	645.00
Site Visits (10)													4			40			\$	4,140.00
As-built review punch list										2			8						\$	1,290.00
Certification										2			10						\$	1,520.00
Total hours										9	0	0	38	0	0	40	0		\$	-
TASK 9 - Construction Administration																			\$9,715.00	
Construction Administration																				
Site Specific Survey																				
Topographic Survey																			\$15,500.00	
TOTAL																			\$15,500.00	
TOTAL																			\$15,500.00	
Total Fee - Civil Engineering & Topographic Survey																				\$61,180.00



4341 S.W. 62nd Avenue, Davie, FL 33314
T: (954) 585-0997
www.stonersurveyors.com

June 25, 2021

Mr. Daniel Davila, PE
Chen Moore and Associates, Inc.
500 W. Cypress Creek Road
Suite 630
Fort Lauderdale, FL 33309

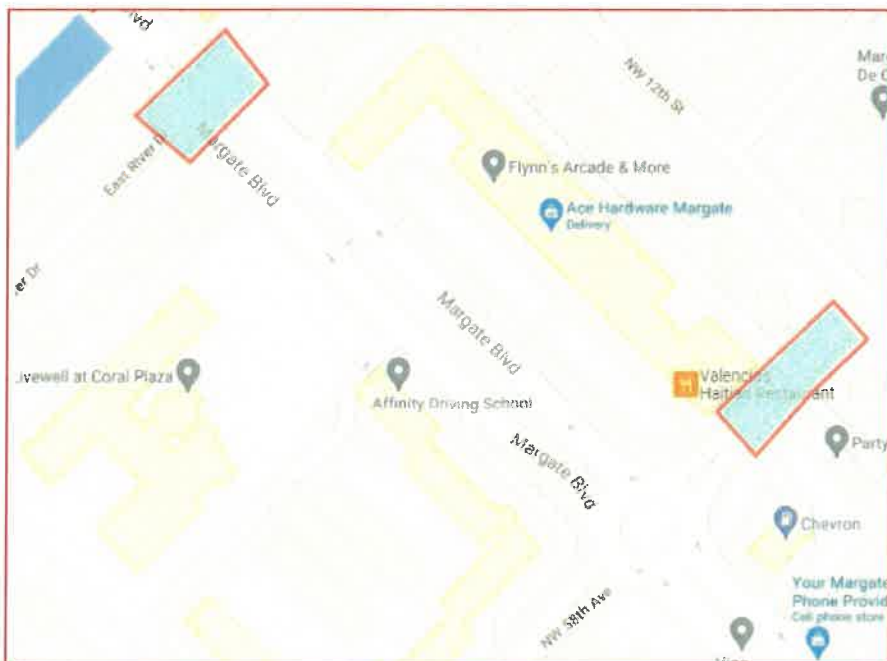
**RE: Proposal for Professional Surveying Services
Margate Boulevard
Margate, Florida**

Dear Mr. Davila,

I am pleased to provide you with this proposal for surveying services at the above-referenced site. Based on the information that you provided, I have developed the scope of services shown below.

Site Limits:

The survey includes 100 feet in each direction at the intersection of Margate Boulevard and East River Drive and a 200' portion of NW 58th Ave. located between the roundabout and NW 12 Street. Please see the areas outlined in red and shaded in light blue. The survey also includes the survey of up to 30 ADA Ramps to be identified by the client.



Stoner & Associates, Inc. (S&A) will prepare a Topographic Survey meeting the Standards of Practice established by The Board of Professional Surveyors and Mapper within the State of Florida.

SCOPE OF SERVICES:

Topographic Survey:

- Within the survey areas outline above locate curbs and pavement. Locate manholes, catch basins and valve covers lying within the pavement and the elevation of the rim measured.
- ADA ramps will be located beginning of the slope at the crest of the slope and up to 30 past the crest. Spot elevations will be measured at the beginning the ramp, mid-point, crest of the slope and at 10-foot intervals thereafter out to 30 feet.
- Vertical control (elevations) will be based on National American Vertical Datum of 1988.
- Horizontal control will be based on the Florida State Plane Coordinates System, East Zone, North American Datum of 83/90.
- Prepare topographic survey drawing of two roadway segments. Provide digital files and ASCII point data for ADA Ramps.

Project Fee(s):	Amount
Survey Fee	\$15,500.00
Total :	\$15,500.00

Deliverables:

The survey drawings will be prepared utilizing AutoCAD. Legal Descriptions will be prepared utilizing MS Word. The drawings and Word documents will be delivered digitally via e-mail. Certified hard copies of the drawings will be provided upon request and will be billed at the rates shown below for copies. Hard copies will be delivered by United States Postal Service Standard Mail. Other delivery methods will be invoiced at our cost for the service, plus 15% of the cost.

Black-Line Prints

18" x 24" = \$2.50 Per Sheet
24" x 36" = \$5.00 Per Sheet
30" x 42" = \$7.50 Per Sheet

Outside Printing

Cost + 15%

Courier Services

Cost + 15%

The above scope of services and associated fee(s) are based on the following:

- Road right-of-way lines will not be shown on the survey drawing.
- Trees and landscaping will not be located.
- Surface evidence of utilities will be limited to catch basins, manhole and valve boxes located in the pavement or at the edge of curb.
- As-built measurements within the storm and sanitary sewer catch basins and manhole are not included.
- Subsurface features will not be located or shown on the survey unless specified otherwise in "SCOPE OF SERVICES."

- Subsurface utilities remotely located from the surface of the ground, by electronic means are limited in reliability and accuracy. Before the final design of improvements or beginning construction, key alignments, horizontal and vertical locations, pipe sizes and measurements, should be verified by direct excavation and or measurements to verify and ensure the integrity of the data presented in the survey drawings.
- Trees, shrubs, hedges and other vegetation will not be located or shown on the survey unless specified otherwise in "SCOPE OF SERVICES."
- Coordination with attorneys, title companies, outside consultants is not included and will be hourly at the rates shown below.
- Express delivery fees, copies of public records and printing fees are not included and will be billed at our cost.

Service, outside of the above scope of services, will be billed on an hourly basis per the rate schedule shown below:

Employee Classification	Hourly Rate
Principal	\$150.00
Senior Professional Land Surveyor	\$125.00
Professional Land Surveyor	\$110.00
Field Crew Supervisor	\$75.00
Survey/CAD Technician	\$75.00
Survey Crew	\$150.00
Administrative	\$70.00

Standard General Conditions:

- **Payment of Invoices** – Invoices are due and payable upon receipt. Delinquent accounts more than 30 days from the date of invoice will constitute a breach of this agreement, and all remaining services may be terminated at the option of Stoner & Associates, Inc. (from now on referred to as S&A). Should it become necessary to collect any unpaid invoices through an attorney or legal proceedings, the client agrees to pay all costs of collections, including attorneys' fees.
- **Hours & Rates** - Rates are based on a forty (40) hour week, excluding holidays. Time more than forty (40) hours per week will be invoiced at one and one-half times the rates quoted herein (overtime time-and-a-half).
- **Termination** – The obligation to provide further services under this agreement may be terminated by either party upon seven (7) day' written notice in the event of substantial failure by the other party to perform by the terms hereof through no fault of the terminating party.
- **Client-Furnished Information** – S&A will consider all information supplied by the client as accurate and correct. Extra work or work was done over because of inaccurate or incorrect information supplied by the client will be paid for as additional services.
- **Ownership of Documents** – All documents prepared under this Agreement are instruments of service and are the property of S&A. The use of said documents on other projects or extensions of this project must be approved in writing by S&A.
- **Additional Services** – If authorized by the client, S&A will furnish additional services, which are not considered normal or customary basic services. The cost for additional services provided by S&A personnel will be billed on a time and materials basis. Additional services provided by others (i.e., soil testing, aerial photography, etc.) will be billed directly to the client by the provider.
- **Reimbursable Expenses** – The client will pay S&A for the actual expenses incurred in connection with the project for commercial travel and subsistence, shipping charges (i.e. Federal Express, mail, etc.), courier/delivery charges, printing, and reproduction costs.
- **Controlling Law** – This Agreement will be governed by the laws of the State of Florida and is deemed to have been entered into in Broward County, Florida.
- **Oral Agreements** – No oral agreement guaranty, promise, representation or warranty will be binding.
- **Limitation of Liability** – The client agrees to limit any and all liability or claim for damages, cost of defense, or expenses to be levied against S&A by the client or third parties to a sum not to exceed \$20,000.00 or the amount of our fee, whichever is greater, on account of any design defect, error, omission, or professional negligence.

Mr. Daniel Davila, PE
June 25, 2021
Page 5 of 6

Sincerely,

STONER & ASSOCIATES, INC.



James D. Stoner, P.S.M.
President

JDS: las

Authorization to Proceed – The person signing below authorizes the work herein described to be performed and does so on behalf of the owner of the property in question and warrants that he/she has authority to sign this agreement on behalf of the owner and will accept all charges incurred on behalf of the owner.

Read and approved this _____ day of _____, 2021.

SIGNATURE:

TYPED NAME AND TITLE:

FIRM:



Please complete the information requested below to
ensure that we have accurate information for this project.

PROJECT CONTACT / BILLING INFORMATION

Business Name: _____

Business Address: _____

Business Phone Number: _____

Business Fax Number: _____

Project Manager's Name: _____

Contact Phone Number: _____

E-mail Address: _____

Billing Contact's Name: _____

Contact Phone Number: _____

E-mail Address: _____

Billing Address:
(if different than above) _____

Preferred Method of Receiving Invoices: **Mail** _____ **E-Mail** _____