



**City of North Port**  
**PURCHASING**  
 Office: 941.429.7170  
 Fax: 941.429.7173  
 Email: [purchasing@cityofnorthport.com](mailto:purchasing@cityofnorthport.com)



**WORK ASSIGNMENT**

CONSULTANT

American Consulting Engineers of Florida, LLC

CONTINUING CONTRACT NO. & TITLE

2019-23-01 Continuing Engineering Services

**THIS WORK ASSIGNMENT**

WORK ASSIGNMENT #

2023-07PW

SHORT TITLE

Temporary Traffic Signals at I-75 and Toledo Blade and Sumter

DATE SUBMITTED

4/25/2023

AMOUNT (LUMP SUM)

\$228,299.74

SCHEDULED COMPLETION

9/29/2023

**CONTRACT AND BUDGET OVERVIEW FOR FISCAL YEAR 2023**

	DEPARTMENT	CITYWIDE (completed by Purchasing) gd - 4/4/23
TOTAL OF PREVIOUS ASSIGNMENTS	<del>\$95,975.00</del> \$96,174.60	\$96,174.60
THIS WORK ASSIGNMENT	\$228,299.74	\$228,299.74
TOTAL WORK ASSIGNMENTS	<del>\$324,274.74</del> \$324,474.34	\$324,274.74
ACCOUNT NO/PROJECT NO	306-5000-541.63.00 / R23TSI	VARIOUS

All work assignments require City Manager approval. In presenting this work assignment, it is understood that:

1. All associated supporting documentation and justification for this work assignment is attached hereto.
2. Unless specified herein, work does not involve watercraft, boat piers and/or other activities requiring additional workers compensation endorsements.
3. Contact or involvement with hazardous materials is not anticipated, should hazardous materials be encountered, the City shall be informed.
4. THIS WORK ASSIGNMENT SHALL NOT EXCEED \$500,000 & ANY RESULTING CONSTRUCTION SHALL NOT EXCEED \$4,000,000 PER FLORIDA STATUTE 287.055 AS AMENDED.

**SUBMITTED BY:**

3/10/2023  
 CONSULTANT DATE

**APPROVED BY:**

Chuck Speake Digitally signed by Chuck Speake  
 Date: 2023.03.30 18:45:28 -04'00'

DEPARTMENT DIRECTOR DATE

Ginny Duyn Digitally signed by Ginny Duyn  
 Date: 2023.04.04 10:16:49 -04'00'

PURCHASING DATE

Date: 2023.04.10 12:49:03 -04'00'

ASSISTANT CITY MANAGER DATE

Lisa Herrmann Digitally signed by Lisa Herrmann  
 Date: 2023.04.06 14:10:01 -04'00'

BUDGET ADMINISTRATOR DATE

Kimberly Williams Digitally signed by Kimberly Williams  
 Date: 2023.04.07 08:45:17 -04'00'

FINANCE DIRECTOR DATE

4-25-23

CITY MANAGER DATE

[Print Form](#) | [Clear All Fields](#)

## **Scope of Services**

Professional Services Agreement

Temporary Traffic Signals at I-75 Toledo Blade and Sumter Boulevard

Interchanges

City of North Port (RLI 2023-05-PW)

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## **SECTION 1 INTRODUCTION**

The purpose of this project is to prepare design plans for temporary traffic signals at two locations: 1. The northbound entrance and exit ramps from Interstate 75 at Sumter Boulevard. 2. The northbound entrance and exit ramps from Interstate 75 at Toledo Blade Boulevard.

FDOT has completed a traffic signal warrant study for both I-75 interchanges at Toledo Blade Boulevard and Sumter Boulevard and concluded that traffic signals are warranted at both interchanges. FDOT is currently implementing a Design-Build contract to add traffic signals and construct roadway improvements to both interchanges. As an interim solution to current traffic control issues, the City of North Port will install temporary traffic signals at the I-75 northbound entrance and exit ramps for both interchanges.

American Consulting Engineers of Florida, LLC. (the CONSULTANT) shall prepare construction ready plans and specifications for I-75 northbound entrance and exit ramps at Toledo Blade Boulevard and I-75 northbound entrance and exit ramps at Sumter Boulevard. The Consultant will request a design exception for diagonal span wire signal support at both intersections. The CONSULTANT will coordinate with FDOT to obtain a Construction in Right of Way permit.

Per the City's coordination with FDOT: criteria must be incorporated into the temporary signal designs to meet FDOT and FHWA requirements. These criteria are as follows: 1. Box span with concrete strain poles should be provided, a design variation may be obtainable for a diagonal span, since it is a temporary signal. 2. Signal heads must be equipped with backplates. 3. Wavetronix detection with dilemma zone detection should be used on Toledo Blade and Sumter approaches. If Wavetronix cannot work on a strain pole, loops should be provided instead. 4. Pedestrian signals must be provided to accommodate the existing pedestrian facilities. 5. UPS backup should be provided at each intersection. 5. 4-Section signal heads for northbound left-turn lanes should be used to allow for protected or permissive left turns.

## **SECTION 2 SCOPE OF SERVICES**

The Scope of services to be provided by the CONSULTANT are as follows:

### **2.1 TASK 1 – PROJECT MANAGEMENT AND COORDINATION**

Upon receipt of Notice to Proceed (NTP), the CONSULTANT will provide Project Management services, including coordination with the City of North Port Public Works Department (NPPWD) staff. Coordination with NPPWD staff may be in the form of email communications, electronic media conference (video) calls, physical meetings, and phone calls. The CONSULTANT will attend the 'Project Kickoff Meeting and other meetings with NPPWD staff as needed.

### **2.2 TASK 2 – ANALYSIS AND PLANS PREPARATION**

The Consultant will prepare a set of construction plans that include Roadway, Signing and pavement marking, and signalizations components.

### **2.2.1 Roadway Analysis and Plans Preparation**

The CONSULTANT will prepare roadway plans which will include, but are not limited to, the limits of milling and resurfacing and detailing sidewalk and pedestrian ramp improvements.

### **2.2.2 Miscellaneous Structures Analysis and Plans Preparation**

The CONSULTANT will analyze and provide details for the span wire strain pole construction. Plan detail will be included in the signalization plan component.

### **2.2.3 Signing and Pavement Marking Analysis and Plans Preparation**

The CONSULTANT will prepare signing and pavement marking plans detailing the additional signs and pavement marking adjustments required to implement the temporary signalization modifications.

### **2.2.4 Signalization Analysis and Plans Preparation**

The CONSULTANT will prepare signalization plans for the temporary signals as described in the introduction.

### **2.2.5 Task 2 Deliverables**

Deliverables will include plans and documentation and will include two phases followed by a final submittal:

90% Design Phase will be prepared in advance of having survey, existing utility details and geotechnical data.

100% Design Phase (Final) will update the 90% Design Phase plans to include final detail and adjustments required once survey, utility information, geotechnical data, and comments from FDOT and the City are received.

Final Submittal will provide the final signed and sealed plans, documentation, specifications and permits required for letting for construction.

#### **90% Design Phase**

##### Roadway Plans

- Key Sheet
- Summary of Pay Items
- Typical Sections
- General Notes
- Plan Sheets
- Traffic Control Plan
- Summary of Quantities

##### Signing and Pavement Marking Plans

- Key Sheet
- Tabulation of Quantities

- General Notes
- Plan Sheets

#### Signalization Plans

- Key Sheet
- Tabulation of Quantities
- General Notes
- Plan Sheets
- Guide Sign Worksheet

#### Documentation

- Variation for Diagonal Span Wire Signal
- Specifications
- Construction Cost Estimate
- Responses to Comments

#### Permitting

- FDOT RW Permit Application

### **100% Submittal (All Previous Components Updated Per Coordination Plus)**

#### Roadway Plans

- Project Control
- Subsurface Utility Data

#### Signing and Pavement Marking Plans

- No additional sheets, only updates

#### Signalization Plans

- Strain Pole Data Sheet
- Summary of Soil Borings

#### Documentation

- Responses to FDOT and City Comments
- Geotechnical Report
- Structural Calculations

### **Final Plans Submittal**

Will include the final signed and sealed plans and specifications adjusted to incorporate comments from the 100% Submittal review and:

- Approved FDOT Construction within right of way permit

- CADD Files

### **2.3 TASK 3 – PERMITTING SERVICES**

#### **2.3.1 FDOT RW Permit Application**

The CONSULTANT will prepare a permit application for construction within FDOT right of way.

### **2.4 TASK 4 – SURVEY AND SUE (BY CUMBEY & FAIR, INC.)**

The CONSULTANT's Sub-Consultant will provide survey and utility designation and subsurface utility exploration (SUE) for each interchange. For additional detail refer to the attached Scope of Services, by Sub-Consultant.

### **2.5 TASK 5 – GEOTECHNICAL EXPLORATION AND ANALYSIS (BY UNIVERSAL ENGINEERING SCIENCES, LLC)**

The CONSULTANT's Sub-Consultant will perform geotechnical evaluation in order to determine design parameters for the strain poles. This effort will include:

- Contacting the local underground utility clearance agency prior to beginning the field exploration
- Two (2) SPT borings to a depth of 30 feet below grade for the pole locations at the Sumter Blvd. intersection
- Two (2) SPT borings to a depth of 30 feet below grade for the pole locations at the Toledo Blade Blvd. intersection
- Limited MOT
- All boring locations will be backfilled/grouted to grade upon work completion

Deliverables will include a Geotechnical Report summarizing the findings. For additional detail refer to the attached Proposal to Provide Geotechnical Services.

## **SECTION 3 SCHEDULE**

The project schedule will be executed as follows:

- A kickoff meeting will be held with the City within one week of NTP
- The pre-application meeting with FDOT will be held within one month of NTP
- The 90% Plans Submittal will be completed within 6 weeks of NTP
- 100% Plans will be submitted within 3 weeks of receipt of 90% Comments
- Final Plans will be submitted within 3 weeks of receipt of 100% comments

## **SECTION 4 MEETINGS AND COORDINATION**

Meetings and coordination will include, but are not limited to:

- Kickoff Meeting

- FDOT Pre-Application Meeting
- 90% Review Meeting
- 100% Review Meeting
- General coordination as required over the life of the contract.

## **SECTION 5 POST DESIGN SERVICES**

Post Design Services will be provided on an hourly basis with compensation based on the Continuing Contract for Professional Engineering Services for City of North Port Public Works applicable billing rates at the time services are performed. Post design services will include shop drawing reviews and responding to requests for information.

## **SECTION 6 COST PROPOSAL**

The services described herein shall be provided for a cost not to exceed \$228,299.74 including a lump sum fee of \$218,299.74 for basic services and Time and Material services not to exceed \$10,000.00.

The cost proposal herein does not include costs for permit application fees to respective regulatory or CITY agencies. The cost for permitting, if paid by CONSULTANT, shall be reimbursable by the CITY in full upon submittal of fees justification.



**ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT**

Name of Project: Temporary Traffic Signals at I-75 Toledo Blade and Sumter Boulevard Interchanges  
 County: Sarasota  
 City of North Port Project Number: 2023-05PW

Consultant Name: American Consulting Engineers of Florida, LLC

Date: 2/28/2023

Staff Classification	Total Staff Hours From "SH Summary -	Principal	Senior Engineer	Project Engineer	Staff Engineer	Junior Engineer	Senior CADD Designer	Administrative Assistant	Staff Classification 8	Staff Classification 9	Staff Classification 10	Staff Classification 11	Staff Classification 12	SH By Activity	Salary Cost By Activity	Average Rate Per Task
		\$368.42	\$259.65	\$200.03	\$148.52	\$122.30	\$183.53	\$110.70	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
3. Project General and Project Common Tasks	52	42	0	0	0	0	0	10	0	0	0	0	0	52	\$16,581	\$318.86
4. Roadway Analysis	129	6	13	26	39	45	0	0	0	0	0	0	0	129	\$22,083	\$171.18
5. Roadway Plans	60	3	6	12	18	21	0	0	0	0	0	0	0	60	\$10,305	\$171.75
8. Environmental Permits, and Env. Clearances	105	5	10	21	32	37	0	0	0	0	0	0	0	105	\$17,917	\$170.64
9. Structures - Misc. Tasks, Dwgs, Non-Tech.	7	5	0	2	0	0	0	0	0	0	0	0	0	7	\$2,242	\$320.31
18. Structures - Miscellaneous	30	2	0	10	15	0	3	0	0	0	0	0	0	30	\$5,516	\$183.85
19. Signing & Pavement Marking Analysis	192	10	0	67	96	0	19	0	0	0	0	0	0	192	\$34,831	\$181.41
20. Signing & Pavement Marking Plans	33	2	0	11	17	0	3	0	0	0	0	0	0	33	\$6,013	\$182.20
21. Signalization Analysis	179	9	9	107	54	0	0	0	0	0	0	0	0	179	\$35,076	\$195.95
22. Signalization Plans	55	3	3	32	17	0	0	0	0	0	0	0	0	55	\$10,810	\$196.55
<b>Total Staff Hours</b>	<b>842</b>	<b>87</b>	<b>41</b>	<b>288</b>	<b>288</b>	<b>103</b>	<b>25</b>	<b>10</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>842</b>		
<b>Total Staff Cost</b>		<b>\$32,052.54</b>	<b>\$10,645.65</b>	<b>\$57,608.64</b>	<b>\$42,773.76</b>	<b>\$12,596.90</b>	<b>\$4,588.25</b>	<b>\$1,107.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$161,372.74</b>	<b>\$191.65</b>

Check = \$161,372.74

Task 1 - Project Management and Coordination	\$16,580.64
Task 2 - Analysis and Plans Preparation	\$126,875.13
Task 3 - Permitting Services	\$17,916.97
Task 4 - Survey and SUE	\$48,127.00
Task 5 - Geotechnical Exploration and Analysis	\$8,800.00
Total Basic Services	\$218,299.74

SALARY RELATED COSTS:		\$161,372.74
<b>SUBTOTAL ESTIMATED FEE:</b>		<b>\$161,372.74</b>
Subconsultant: Universal Engineering Sciences, LLC		\$8,800.00
Subconsultant: Cumbey & Fair, Inc.		\$48,127.00
<b>SUBTOTAL ESTIMATED FEE:</b>		<b>\$218,299.74</b>
<b>SUBTOTAL ESTIMATED FEE:</b>		<b>\$218,299.74</b>
Post Design (Hour) Services		\$10,000.00
<b>GRAND TOTAL ESTIMATED FEE:</b>		<b>\$228,299.74</b>

Contracted hourly rates verified - gd 4/4/23.  
 Extensions, totals and sub-consultant fees  
 verified and approved by Public Works staff.



April 18, 2022

William Adams  
American Consulting Engineers of Florida, LLC  
2041 Vista Parkway, Suite 101  
West Palm Beach FL 33411  
Telephone: 561-253-9567  
E-mail: [wadmas@acp-fl.com](mailto:wadmas@acp-fl.com)

**RE: Continuing Contract 2019-23-01 Professional Engineering Services for City of North Port Public Works**

Mr. Adams:

**CONTRACT NO. 2019-23-01 Professional Engineering Services for City of North Port Public Works** expires June 25, 2022. By mutual agreement, this contract may be extended for an additional one (1) year term, through June 25, 2023, under the same terms and conditions with an option to adjust hourly rates upon first renewal based upon and substantiated by the Producer Price Index for Engineering Services in the North Port market area. If requesting an increase, please return the new hourly rates and the PPI documentation with this letter.

Fiscal Year Funding: It is understood that all Work Assignments under this contract are subject to fiscal year appropriation of funds by Commission.

Please respond below and e-mail this letter back to me at your earliest convenience, as I will need your signed approval to formalize the renewal, provided both parties agree.

If you have any questions regarding this, please do not hesitate to contact me.

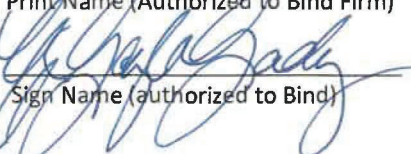
Yours Truly,  
*Ginny Duyn*

Ginny Duyn, CPPB  
Senior Purchasing Administrator  
P: 941.429.7174  
F: 941.429.7173  
E-Mail: [gduyn@cityofnorthport.com](mailto:gduyn@cityofnorthport.com)

APPROVED FOR FIRST RENEWAL THRU **June 25, 2023**

E. GAYLE GRADY  
Print Name (Authorized to Bind Firm)

Date: 4.19.22

  
Sign Name (authorized to Bind)



**ATTACHMENT B- FEE SCHEDULE**

**AMERICAN CONSULTING ENGINEERS OF FLORIDA, LLC BILLING RATE TABLE -AGREEMENT NO. 2019-23-01**

<b>Classification</b>	<b>Hourly Billing Rate</b>	<b>Hourly Billing Rate 2022</b>
Principal	\$344.00	\$368.42
Senior Engineer	\$242.44	\$259.65
Project Engineer	\$186.77	\$200.03
Staff Engineer	\$138.67	\$148.52
Junior Engineer	\$114.19	\$122.30
Professional Surveyor	\$248.32	\$265.95
Senior CADD Designer	\$171.36	\$183.53
Senior Scientist	\$187.68	\$201.01
Junior Scientist	\$73.60	\$78.83
Planner	\$137.60	\$147.37
Construction Project Administrator	\$166.08	\$177.87
Senior Construction Manager	\$226.56	\$242.65
Administrative Assistant	\$103.36	\$110.70

- Direct costs are not reimbursable. Direct costs are defined as, but not limited to, the use of communication equipment, computers, copiers, and all other equipment required to perform services. Mileage and meals are considered direct costs and are not reimbursable.
- Permit Fees: Cost
- The City will allow rate adjustments to be submitted for each successive year prior to the end of the current contractual year. Rates are to be firm for each one-year period. No price adjustments will be considered mid-year. Adjustments should not exceed the Bureau of Labor Statistics, Producer Price Index for the industry in the North Port market area.

**Project Activity 3: General Tasks**

Temporary Traffic Signals at I-75 Toledo Blade and Sumter Boulevard Interchanges  
2023-05PW

Task No.	Task	Units	No of Units	Hours/Unit	Total Hours	Comments
3.3	Specifications & Estimates					
3.3.1	Specifications Package Preparation	LS	1	8	8	
3.3.2	Estimated Quantities Report Preparation	Report	0	Calculated Hours	0	
		Components	0	0	0	
3.4	Contract Maintenance and Project Documentation	LS	1	12	12	
3.5	Value Engineering (Multi-Discipline Team) Review	LS	1	0	0	
3.6	Prime Consultant Project Manager Meetings	LS	1	24	24	See listing below
3.7	Plans Update	LS	1	0	0	

Project Activity 3: General Tasks

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
3.8	Post Design Services	LS	1	0	0	
3.9	Digital Delivery	LS	1	0	0	
3.10	Risk Assessment Workshop	LS	1	0	0	
3.11	Railroad, Transit, and/or Airport Coordination	LS	1	0	0	
3.11.1	Aeronautical Evaluation	LS	1	0	0	
3.12	Landscape and Existing Vegetation Coordination	LS	1	0	0	
3.13	Other Project General Tasks	LS	1	0	0	
<b>3. Project Common and Project General Tasks Total</b>						<b>52</b>
<b>3.6 - List of Project Manager Meetings</b>						
Roadway Analysis		EA	2	1	2	
Utilities		EA	2	1	2	
Structures		EA	1	1	1	
Signing & Pavement Marking		EA	2	2	4	
Signalization		EA	2	2	4	
Survey		EA	2	1	2	
Geotechnical		EA	1	1	1	
Phase Reviews		EA	2	2	4	
Field Reviews		EA	2	2	4	
<b>Total Project Manager Meetings</b>					<b>24</b>	<b>Total PIM Meeting Hours carries to Task 3.6 above</b>

**Project Activity 4: Roadway Analysis**

Temporary Traffic Signals at I-75 Toledo Blade and Sumter Boulevard Interchanges  
2023-05PW

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
4.1	Typical Section Package	LS	2	4	8	Prepare M&R Typical Sections
4.5	Horizontal /Vertical Master Design Files	LS	1	16	16	2 x 8 hours
4.9	Temporary Traffic Control Plan Analysis	LS	1	8	8	2 x 4 hours
4.13	Design Variations and Exceptions	LS	1	12	12	Design variation for diagonal signal configuration
4.14	Design Report	LS	1	8	8	Criteria Evaluation
4.15	Roadway Quantities for EQ Report	Length (Miles)	0.25	Calculated Hours	25	
		Complexity	Low Range	50		
		Interchanges Rest/Areas	2	8		
4.16	TTCP Quantities for EQ Report	Complexity	Simple	Calculated Hours	8	
		Major Phases	3	8		
4.17	Cost Estimate	LS	1	8	8	
<b>Roadway Analysis Technical Subtotal</b>					<b>93</b>	

Project Activity 4: Roadway Analysis

Task No.	Task	Units	No of Units	Hours/Unit	Total Hours	Comments
4.20	Field Reviews	LS	1	8	8	
4.22	Technical Meetings	LS	1	12	12	Meetings are listed below
4.23	Quality Assurance/Quality Control	LS	%	5%	5	
4.25	Supervision	LS	%	5%	5	
<b>Roadway Analysis Nontechnical Subtotal</b>					<b>30</b>	
4.26	Coordination	LS	%	5%	6	
<b>4. Roadway Analysis Total</b>					<b>129</b>	

Technical Meetings	Units	No of Units	Hours/Unit	Total Hours	Comments	PM Attendance at Meeting Required?	Number
Other Meetings	EA	2	4	8	kickoff and FDOT		0
<b>Subtotal Technical Meetings</b>				<b>8</b>		<b>Subtotal Project Manager Meetings</b>	<b>0</b>
Progress Meeting	EA	2	1	2		<i>PM attendance at Progress Meetings is manually entered on General Task 3</i>	--
Phase Review Meetings	EA	2	1	2		<i>PM attendance at Phase Review Meetings is manually entered on General Task 3</i>	--
<b>Total Meetings</b>				<b>12</b>	<b>Total Project Manager Meetings (carries to Tab 3)</b>		<b>0</b>

Carries to 4.21

Carries to Tab 3

**Project Activity 5: Roadway Plans**

Temporary Traffic Signals at I-75 Toledo Blade and Sumter Boulevard Interchanges  
2023-05PW

Task No.	Task	Scale	Units	No. of Units or Sheet	Hours/ Unit or Sheet	Total Hours	Comments
5.1	Key Sheet		Sheet	1	4	4	
5.2	Typical Section Sheets						
5.2.1	Typical Sections		EA	2	6	12	
5.3	General Notes/Pay Item Notes		Sheet	1	8	8	
5.7	Plan Sheet		Sheet	2	4	8	
5.18	Temporary Traffic Control Cross Section Sheets		EA	1	8	8	Typical Sections and Notes
5.23	Project Control Sheets		Sheet	2	4	8	
5.25	Utility Verification Sheets (SUE Data)		Sheet	1	6	6	
<b>Roadway Plans Technical Subtotal</b>						<b>54</b>	
5.26	Quality Assurance/Quality Control		LS	%	5%	3	
5.27	Supervision		LS	%	5%	3	
<b>5. Roadway Plans Total</b>						<b>60</b>	



**Project Activity 8: Environmental Permits**

Temporary Traffic Signals at I-75 Toledo Blade and Sumter Boulevard Interchanges  
2023-05PW

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
8.15	Other Environmental Permits	LS	1	80	80	FDOT RW Permit Application
<b>Environmental Permits and Environmental Clearances/Reevaluations Technical Subtotal</b>						
8.18	Technical Meetings	LS	1	12	12	Meetings are listed below
8.19	Quality Assurance/Quality Control	LS	%	5%	4	
8.20	Supervision	LS	%	5%	4	
<b>Environmental Permits and Environmental Clearances Nontechnical Subtotal</b>						
8.21	Coordination	LS	%	5%	5	
<b>8. Environmental Permits and Environmental Clearances Total</b>						
					<b>105</b>	

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	Comments	PM Attendance at Meeting Required?	Number
FDOT	EA	3	4	12			0
<b>Total Meetings</b>					<b>12</b>	<b>Total Project Manager Meetings (carries to Tab 3)</b>	<b>0</b>

Carries to 8.18

Carries to Tab 3

**Project Activity 9: Structures Summary and Miscellaneous Tasks and Drawings**

Temporary Traffic Signals at I-75 Toledo Blade and Sumter Boulevard Interchanges  
2023-05PW

Task No.	Task	Units	Design and Production Staffhours					Comments			
			No. of Units	Hours per Unit	No. of Sheets	Total					
<b>General Drawings</b>											
<b>Structures - Summary and Miscellaneous Tasks and Drawings</b>											
Task No.	Task	Total	Task 10	Task 11	Task 12	Task 13	Task 14	Task 15	Task 16	Task 17	Task 18
18	Miscellaneous Structures	30				0					30
<b>Structures Technical Subtotal</b>											
Task No.	Task	Units	No. of Units	Hours per Unit	Total	Comments					
9.13	Quality Assurance/Quality Control	LS	%	7%	2						
9.15	Supervision	LS	%	5%	2						
<b>Structures Nontechnical Subtotal</b>											
9.16	Coordination	LS	1	3	3	1.5 hrs - geotechnical / 1.5 hrs signals engineer					
<b>9. Structures - Summary and Miscellaneous Tasks and Drawings</b>											
					7						

Project Activity 18: Miscellaneous Structures

Temporary Traffic Signals at I-75 Toledo Blade and Sumter Boulevard Interchanges  
2023-06PW

Task No.	Task	Unit	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
<b>Strain Poles</b>							
18.6	Concrete Strain Poles	Initial Config EA Add'l Config	2 0	12 0		24 0	2-pole system using FDOT programs and details (2 intersections - 1 config each)
18.7	Strain Pole Data Table Plan Sheets	Sheet	1	6	1	6	Plan sheet - Produced in V8I - connect edition (microstation)
<b>18. Structures - Miscellaneous Total</b>			<b>1</b>	<b>6</b>	<b>1</b>	<b>30</b>	

**Project Activity 19: Signing and Pavement Marking Analysis**

Temporary Traffic Signals at I-75 Toledo Blade and Sumter Boulevard Interchanges  
2023-05PW

Task No.	Task	Units	No. of Units	Hours/Units	Total Hours	Comments
19.1	Traffic Data Analysis	LS	1	2	2	Examine Data supplied by others
19.3	Signing and Pavement Marking Master Design File	LS	1	106	106	(2 int X 45 hrs -setup) + (2 int X 8 hrs) = 106 hrs
19.5	Sign Panel Design Analysis	EA	2	3	6	2 signs (Toledo Blade, Sumter) X 3 hrs
19.7	S&PM Quantities for EQ Report	Length (Miles)	0.25	Calculated Hours	25	
		Complexity	Mid Range			
		Interchanges Rest Areas	2			
19.8	Cost Estimate	LS	1	10	10	4 hrs (LRE) + 6 hrs Cost Estimate = 10 hrs
<b>Signing and Pavement Marking Analysis Technical Subtotal</b>						
19.11	Field Reviews	LS	1	8	8	1 person 4 hrs each intersection
19.12	Technical Meetings	LS	1	12	12	Meetings are listed below
19.13	Quality Assurance/Quality Control	LS	%	5%	7	
19.15	Supervision	LS	%	5%	7	
<b>Signing and Pavement Marking Analysis Nontechnical Subtotal</b>						
19.16	Coordination	LS	%	5%	9	
<b>19. Signing and Pavement Marking Analysis Total</b>						
					<b>149</b>	

Technical Meetings	Units	No of Units	Hours/Unit	Total Hours	Comments	PM Attendance at Meeting Required?	Number
Other Meetings	EA	3	2	6			0
<b>Subtotal Technical Meetings</b>				<b>6</b>		<b>Subtotal Project Manager Meetings</b>	0
Phase Review Meetings	EA	3	2	6	PM attendance at Phase Review Meetings is manually entered on General Task 3		--
<b>Total Meetings</b>				<b>12</b>	<b>Total Project Manager Meetings (carries to Tab 3)</b>		<b>0</b>

Carries to 19.12

Carries to Tab 3

## 20. Signing and Pavement Marking Plans

Task No.	Task	Project Parameter			Staff Hours	
		Description	Units	Complexity	Calculated	Negotiated
20.1	Key Sheet		1		4	4
	Signature Sheet		1		2	2
20.2	General Notes/Pay Item Notes		1	Standard	9	9
20.4	Plan Sheet	Length (Miles)	0.25	Mid Range	6	6
		Sig Intersection Mid-Block Xing	2		4	4
20.7	Guide Sign Data	Sign Panel	2		4	4
<b>S&amp;PM Plans Technical Hours Subtotal</b>					<b>29</b>	<b>29</b>
20.9	Quality Assurance/Quality Control	%	1	5%	2	2
20.10	Supervision	%	1	5%	2	2
<b>S&amp;PM Plans Total</b>					<b>33</b>	<b>33</b>

Carries to Summary Tε

**Project Activity 21: Signalization Analysis**

Temporary Traffic Signals at I-75 Toledo Blade and Sumter Boulevard Interchanges  
2023-05PW

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
21.1	Traffic Data Collection	LS	1	2	2	TMC's Supplied by Others
21.2	Traffic Data Analysis	PI	2	8	16	Run Sunchro & Develop Controller Timings + Clearances
21.5	Reference and Master Signalization Design File	PI	2	36	72	2 intersections, Base Drawings, Design Exception, Signal Layout
21.7	Overhead Street Name Sign Design	EA	2	3	6	(1) Toledo Blade Blvd (1) Sumter Blvd
21.8	Pole Elevation Analysis	LS	2	3	6	Toledo Blade , Sumter
21.10	Signalization Quantities for EQ Report	Signalized Intersections	2	Calculated Hours 24	24	2 intersections (20+4)
21.11	Cost Estimate	LS	1	12	12	
<b>Signalization Analysis Technical Subtotal</b>					<b>138</b>	
21.14	Field Reviews	LS	1	8	8	1 person @ 4hrs -2 intersections
21.15	Technical Meetings	LS	1	10	10	Meetings are listed below
21.16	Quality Assurance/Quality Control	LS	%	5%	7	
21.18	Supervision	LS	%	5%	7	
<b>Signalization Analysis Nontechnical Subtotal</b>					<b>32</b>	

**Project Activity 21: Signalization Analysis**

21.19	Coordination	LS	%	5%	9	
<b>21. Signalization Analysis Total</b>					<b>179</b>	

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	Comments	PM Attendance at Meeting Required?	Number
FDOT	EA	1	2	2			0
Other Meetings	EA	1	2	2	Kickoff Meeting		0
<b>Subtotal Technical Meetings</b>				<b>4</b>	<b>Subtotal Project Manager Meetings</b>		<b>0</b>
Phase Review Meetings	EA	3	2	6	PM attendance at Phase Review Meetings is manually entered on General Task 3		--
<b>Total Meetings</b>				<b>10</b>	<b>Total Project Manager Meetings (carries to Tab 3)</b>		<b>0</b>

Carries to 21.15

Carries to Tab 3

## 22. Signalization Plans

Task No.	Task	Project Parameter			Staff Hours	
		Description	Units	Complexity	Calculated	Negotiated
22.1	Key Sheet		1		4	4
	Signature Sheet		1		2	2
22.2	General Notes/Pay Item Notes		1	Standard	9	9
22.3	Signalization Plan Sheets	Signalized Intersections	2	Mid Range	8	8
22.6	Guide Sign Data	Sign Panel	2		4	4
22.7	Special Details	Details	0	Simple	0	0
			1	Standard	2	2
			0	Complex	0	0
22.8	Service Point Details	Service Point	0	Simple	0	0
			2	Standard	16	16
22.10	Strain Pole Schedule	Span	2		4	4
22.12	Temporary Detection Sheet	Intersections	0		0	0
<b>Signalization Plans Technical Hours Subtotal</b>					<b>49</b>	<b>49</b>
20.13	Quality Assurance/Quality Control	%	1	5%	3	3
20.14	Supervision	%	1	5%	3	3
<b>Signalization Plans Total</b>						<b>55</b>



CUMBEY & FAIR, INC. - EXHIBIT - A

Scope of Services  
Professional Services Agreement  
North Port Temporary Traffic Signals  
Sumter Blvd/I-75 Intersection & Toledo Blade Blvd./I-75 Intersection  
City of North Port

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Scope of Services  
Professional Services Agreement  
North Port Temporary Traffic Signals  
Sumter Blvd/I-75 Intersection & Toledo Blade Blvd./I-75 Intersection  
City of North Port

4.04 Design Survey:

Conduct an existing-condition field survey of existing ground conditions within the project limits.

The survey shall be limited to the areas described below:

- Sumter Blvd. at I-75 – North and South 300 feet of the intersection (600 feet), and 900 feet north of the northbound ramps on the east side of Sumter Blvd. Total length of Survey/SUE limits is 1,400 feet.
- Toledo Blade Blvd. at I-75 – North and South 300 feet of the intersection (600 feet), and 1,400 feet south of the northbound ramp intersection on the east side of Toledo Blade Blvd. Total length of Survey/SUE limits is 2,000 feet.

This survey will be completed using conventional field survey data collection. The survey data shall include stationing, existing grades, and offset distances left or right of the centerline construction and/or baseline survey. Existing storm sewer facilities, which will be affected by the improvements, shall also be surveyed to include grate elevations, flow-line grades, invert elevations, and any other data useful for the drainage designs.

Utility information secured directly from the above utility owners and the CITY shall also be shown in the plans.

The following field survey tasks shall be performed by the CONSULTANT:

4.04.1 Horizontal Control:

The CONSULTANT shall establish a network of horizontal control points that will be outside the limits of construction, These control points shall be durable, and adequate for GPS observation. All coordinates will be based on the State Plane Coordinate System, Florida West Zone, 1983 datum (2011).

4.04.2 Vertical Control Survey:

Establish a permanent benchmark system on the baseline control line or along other alignments and/or locations, subject to the pre-approval of the CITY. All benchmarks shall be set at intervals not exceeding 300 feet center-to-center. Project vertical datum shall be North American Vertical Datum (NAVD) 1988.

4.04.3 Survey Baseline:

The CONSULTANT shall establish a baseline of survey for each roadway. This survey baseline shall be referenced at both ends of each roadway. All coordinates will be based on the State Plane Coordinate System, Florida West Zone, 1983 datum.

4.04.4 Baseline Referencing:

CONSULTANT shall reference important points along the survey baseline to perpetuate the alignment. At a minimum, references will be at every PC, PT, and POT at a maximum of 500 foot spacing.

4.04.5 Topography:

After establishing the survey baseline, the CONSULTANT shall perform a topographic survey tying in all topography on both sides of the baseline of survey, and within the limits set at the beginning of Article 4.04. Topographic survey shall include above ground utilities.

4.04.6 Digital Terrain Model:

A digital terrain model (DTM) will be prepared for the project within the limits identified in Article 4.04. and shall be compliant with FDOT standards.

4.04.7 Subsurface Utilities:

The CONSULTANT shall provide Quality Level "B" subsurface utility designation on major utilities throughout the PROJECT within the area of improvement (Quality Level "B" involves the use of surface geophysical techniques to determine the existence and horizontal position of underground utilities). The CONSULTANT shall provide Quality Level "A" subsurface utility locates (Quality Level "A" involves the use of nondestructive digging equipment at critical points to determine the precise horizontal and vertical position of underground utilities, as well as the type, size, condition, material, and other characteristics), Verified Vertical and Horizontal Utility (Vvh) Location Test Holes to be performed at conflict locations with proposed ped poles and strain poles. The City of Northport Utilities shall be notified prior to any subsurface investigation, when SUE is to be performed in the area of any Northport Utilities, the City will have representatives on site. The CONSULTANT shall provide a surveyed location of the aforesaid Quality Level "A" and "B" Utility Designation and Location.

4.04.8 Drainage Survey:

CONSULTANT shall locate the size, type and inverts of all drainage features.

4.04.9 Right of Way Survey:

CONSULTANT shall survey establish the Right of Way through the project corridor(s). The Existing Right of Way survey will result in plan sheets at a scale of 1"=40' showing all existing Rights of Way.

**ESTIMATE OF WORK EFFORT AND COST - American Consulting Engineering of Florida, LLC (PRIME CONSULTANT)**

**Exhibit "B"**

**Consultant's Pre-Negotiation Est.**

Name of Project: North Port Temp Traffic Signals  
 County: 0  
 FPN: N/A  
 FAP No.: N/A  
 Consultant Name: Cumbey & Fair, Inc.  
 Consultant No.: enter consultants proj. number  
 Date: 2/27/2023  
 Estimator: 0  
 Contract No.: 0  
 N/A XX  
 Districtwide Master Contract # / FP ID: 0

Staff Classification	Total Staff Hours From "SH Primary"	Staff Classification										Survey Analyst 3	SH By Activity	Salary Cost By Activity	Average Rate Per Task				
		Project Manager	Chief Engineer	Senior Engineer	Project Engineer	Engineer	Designer	Senior Tech.	Technician	Clerical	Work Class-10					Work Class-11	Work Class-12	Work Class-13	Principal Surveyor
27a. Survey (Non-SUE) Field & Office Support	63	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$150.00	19	63	\$7,625	\$121.03
27b. Survey (SUE) Field & Office Support	20	0	0	0	0	0	0	0	0	0	0	0	0	0	0	6	20	\$2,400	\$120.00
<b>Total Staff Hours</b>	<b>83</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>25</b>	<b>83</b>	<b>\$10,025.00</b>	<b>\$120.78</b>	

Check # \$10,025.00

**SALARY RELATED COSTS:**  
 OVERHEAD: \$0.00  
 OPERATING MARGIN: 0.00%  
 FCCM (Facilities Capital Cost Money): 0.0000%  
 EXPENSES (Includes Permit Legal Notices): 0.00%  
 Environmental Permit Fees: Cumbey & Fair, Inc.

Survey Survey (Non-SUE) Field - If by Prime	11.1	3-person crew days @	\$1,624.00 / day	\$18,026.40
Survey (SUE-Designate) Field - If by Prime	3.4	3-person crew days @	\$1,640.00 / day	\$5,576.00
Survey (SUE-Locate) Field - If by Prime	6.2	3-person crew days @	\$1,710.00 / day	\$10,602.00
Survey (SUE-Survey) Field - If by Prime	2.4	3-person crew days @	\$1,624.00 / day	\$3,897.60

**SUBTOTAL SURVEY (PRIME) ESTIMATED FEE: \$38,102.00**  
**SUBTOTAL (PRIME) ESTIMATED FEE: \$48,127.00**  
**GRAND TOTAL ESTIMATED FEE: \$48,127.00**

- Notes:**
- This sheet to be used by Prime Consultant to calculate the Grand Total fee.
  - Manually enter fee from each subconsultant.
  - UNUSED Survey by Prime & Subconsultant "ROWS SHALL be hidden."

Survey Field Days by Subconsultant  
 4 - Person Crew:



# UNIVERSAL ENGINEERING SCIENCES

Consultants In: Geotechnical Engineering • Environmental Sciences  
Geophysical Services • Construction Materials Testing • Threshold Inspection  
Building Inspection • Plan Review • Building Code Administration

## LOCATIONS:

- Atlanta
- Charlotte, NC
- Clewiston, FL
- Daytona Beach
- Chantilly, VA
- Hagerstown, MD
- Delray Beach, FL
- Fort Myers
- Fort Pierce
- Gainesville
- Jacksonville
- Miami
- Ocala
- Orlando (Headquarters)
- Palm Coast
- Panama City
- Pensacola
- Port St. Lucie, FL
- Rockledge
- Sarasota
- St. Petersburg
- Tampa
- Tifton
- West Palm Beach

February 22, 2023

American Consulting Professionals, LLC  
4489 Woodbine Road  
Pace, Florida 32571

Attention: Mr. William Adams

RE: **PROPOSAL TO PROVIDE GEOTECHNICAL SERVICES**

Proposed Temporary Signals  
Sumter Blvd. & Toledo Blade Blvd. Interchanges  
North Port, Sarasota County; Florida  
**UES Proposal Number: 1130.0223.00029**

Dear Mr. Adams:

Universal Engineering Sciences, LLC. (UES) appreciates this opportunity to submit this proposal to provide geotechnical services at the above referenced project. Our understanding of this project with our proposed scope of services and cost estimates, are presented below. Our proposal is based on the information provided in your email dated February 15, 2023.

## PROJECT DESCRIPTION

The project under consideration involves the design of new temporary signals (concrete strain poles) for the Sumter Blvd. and Toledo Blade Blvd. Interchanges (2 poles at each intersection) located in North Port, FL. A site plan showing the poles was provided to us.

The purpose of our services is to explore and evaluate the soil conditions with respect to the planned design and provide recommendations to aid in groundwater considerations, foundation design, and soil design parameters.

This proposal assumes that the test boring locations will be readily accessible using a truck mounted drilling rig.

Due to the nature of the equipment required to perform the test borings, some property disturbance should be expected. Our proposal does include limited site clean up including backfilling the boreholes with sand for safety considerations. No other restoration services (i.e. pressure washing, landscaping, repairing wheel ruts, etc.) are included in this proposal. We understand that rights of entry and access to the property will be provided to us prior to and at commencement of field activities.

If this information is incorrect, please contact UES so that we modify our proposal, if necessary.



## **SCOPE OF SERVICES**

Based upon your request and our current understanding of the project, we have included the following scope of services for the project.

- Contact the local underground utility clearance agency prior to beginning the field exploration
- Two (2) SPT borings to a depth of 30 feet below grade for the pole locations at the Sumter Blvd. intersection
- Two (2) SPT borings to a depth of 30 feet below grade for the pole locations at the Toledo Blade Blvd. intersection
- Limited MOT
- All boring locations will be backfilled/grouted to grade upon work completion

Standard Penetration Test (ASTM D 1586) will be performed in the boring continuous to a depth of 10 feet and at five feet intervals to the boring termination. Our field representative will visually classify the soil samples at each test interval and place them in clean containers which are labeled for future identification. Groundwater levels will be obtained in the boring upon initial encounter.

The soil samples will be transported to our laboratory for visual classification testing, and to evaluate the pertinent engineering properties. At the completion of the field and laboratory testing services we will prepare a report under the direction of a registered professional engineer which contains the following information at a minimum:

- Soil boring logs and visual soil classifications
- Existing groundwater levels & estimated seasonal high groundwater level
- Foundation recommendations and soil bearing capacity
- Soil Design Parameters
- Laboratory testing results

## **SCHEDULE**

Based upon our current schedule at the time of this proposal, we anticipate completing the field exploration and laboratory testing program and issuing a geotechnical report within 3 to 4 weeks upon receipt of written authorization to proceed. Preliminary findings can be provided via email prior to the release of the final report upon completion of the field and laboratory testing program to expedite your civil engineering design schedule.

## **PROPOSAL**

UES is prepared to perform the geotechnical exploration for the total fee of **\$8,800.00**.



We have assumed that all boring locations are accessible to standard, truck-mounted drilling equipment, and you will grant our personnel Right of Access to the property. **If there are special access considerations (i.e. a locked gate), please provide us with the necessary information to gain entry to the site.** If we are unable to access the property upon arrival, additional charges may apply.

Enclosed you will find our Work Authorization/Proposal Acceptance Form. If you wish for us to proceed, please have the party responsible for payment sign the appropriate space on the Work Authorization/Proposal Acceptance Form and return one copy to us.

Universal Engineering Sciences appreciates this opportunity to offer our services, and we are looking forward to the assignment. Please call if you have any questions.

Sincerely,

**UNIVERSAL ENGINEERING SCIENCES, LLC.**

A handwritten signature in blue ink, appearing to read 'Yudelsy Epler'.

Yudelsy Epler  
Project Engineer

A handwritten signature in blue ink, appearing to read 'Robert Gomez'.

Robert Gomez, P.E.  
Regional Manager

**EXHIBIT I NOTES**

Additional services, consultations, or meetings if requested, will be invoiced at Universal Engineering Sciences' standard rates.

This fee estimate includes three (3) copies of the final report. Additional copies can be provided at cost of \$0.35 per page plus mailing costs.

All reports will be shipped via first class mail on project completion. Shipping via overnight delivery service will be provided at the client's request at cost plus 15%

This fee proposal will remain effective for 60 days. If you should require more than 60 days to formally authorize us to proceed, we request that you permit us to update our proposal to account for any changes in costs.

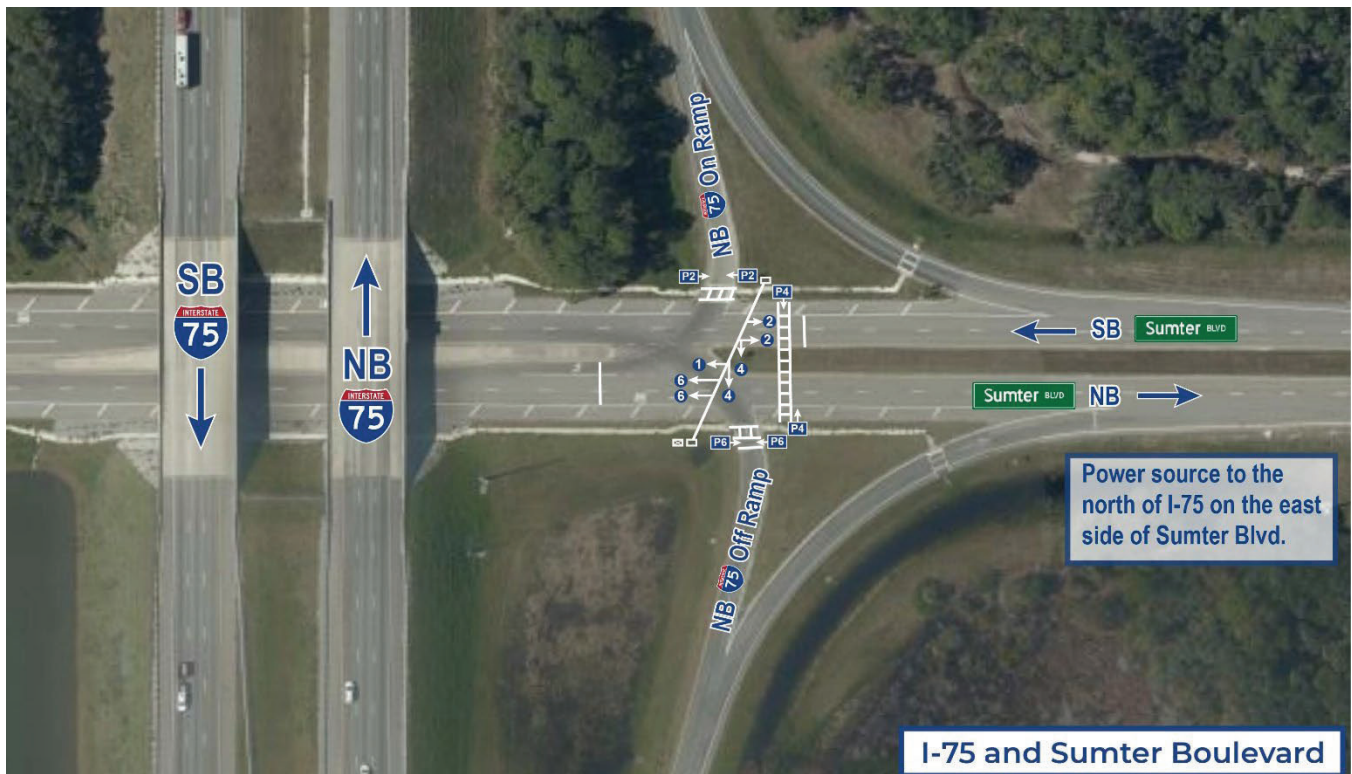
The client will be responsible for all applicable taxes.



Figure 1: I-75 Toledo Blade Boulevard Temporary Signal Layout



Figure 2: I-75 Sumter Boulevard Temporary Signal Layout



**UNIVERSAL ENGINEERING SCIENCES, LLC.**

Work Authorization / Proposal Acceptance Form

**PLEASE SIGN AND RETURN ONE COPY**

Universal Engineering Sciences, LLC. (Universal) is pleased to provide the services described below. The purpose of this document is to describe the terms under which the services will be provided and to obtain formal authorization.

**Project Name:** Design of Temporary Traffic Signals at Northbound Interstate 75 - GEO - **Date:** February 22, 2023

**Project Location:** I75 & Toledo Blade Blvd. & I75 & Sumter Blvd. , North Port, Florida

**Client Name:** American Consulting Professionals, LLC **Contact:** William Adams

**Contact Business Address:** 4489 Woodbine Road, Pace, FL 32571

**Contact Fax Number:** \_\_\_\_\_ **Contact Phone:** 850-289-1005 **Email:** WAdams@acp-fl.com

**I. Scope of Services & Understanding of Project (See attached proposal or as indicated below).**

**UES Opportunity No.:** 1130.0223.00029

**Total Service Estimate = \$ 8,800.00**

**II. Contract Documents. The following documents form part of the Agreement and are incorporated herein by referral:**

A. Universal General Conditions.

In the event of any inconsistency or conflicting among the Contract Documents, the provision in that Contract Documents first listed above shall govern.

**III. Authority to proceed and for payment. (To be completed by Client)**

A. For payment of Services, invoice to the account of:


**Firm:** \_\_\_\_\_ **Social Security Number or Federal Identification No.:** \_\_\_\_\_  
**Address:** \_\_\_\_\_ **City:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_  
**Attention:** \_\_\_\_\_ **Title:** \_\_\_\_\_  
**Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

B. If the invoice is to be mailed for approval to someone other than the account charged, please indicate where, below:

**Firm:** \_\_\_\_\_  
**Address:** \_\_\_\_\_ **City:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_  
**Attention:** \_\_\_\_\_ **Title:** \_\_\_\_\_  
**Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duty authorized representatives this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

**CLIENT:** \_\_\_\_\_ **UNIVERSAL ENGINEERING SCIENCES, LLC.**

**BY (signature):** \_\_\_\_\_ **BY (signature):**  \_\_\_\_\_  
**NAME:** \_\_\_\_\_ **NAME:** Robert I. Gomez  
**TITLE:** \_\_\_\_\_ **TITLE:** Branch Manager

**Return Executed Copies to:**  
Universal Engineering Sciences, LLC.  
1748 Independence Boulevard, Suite B-1, Sarasota, FL 34234  
Tel (941) 358-7410 • Fax (941) 358-7353



**Universal Engineering Sciences, LLC**  
**GENERAL CONDITIONS**

**SECTION 1: RESPONSIBILITIES**

- 1.1 *Universal Engineering Sciences, LLC, Universal Engineering Inspections, LLC, and GFA International Inc. ("UES"), have the responsibility for providing the services described under the Scope of Services section. The work is to be performed according to accepted standards of care and is to be completed in a timely manner. The term "UES" as used herein includes all of Universal Engineering Sciences, LLC, Universal Engineering Inspections, LLC, GFA International, Inc., its' agents, employees, professional staff, and subcontractors.*
- 1.2 The Client or a duly authorized representative is responsible for providing UES with a clear understanding of the project nature and scope. The Client shall supply UES with sufficient and adequate information, including, but not limited to, maps, site plans, reports, surveys and designs, to allow UES to properly complete the specified services. The Client shall also communicate changes in the nature and scope of the project as soon as possible during performance of the work so that the changes can be incorporated into the work product.
- 1.3 The Client acknowledges that UES's responsibilities in providing the services described under the Scope of Services section is limited to those services described therein, and the Client hereby assumes any collateral or affiliated duties necessitated by or for those services. Such duties may include, but are not limited to, reporting requirements imposed by any third party such as federal, state, or local entities, the provision of any required notices to any third party, or the securing of necessary permits or permissions from any third parties required for UES's provision of the services so described, unless otherwise agreed upon by both parties.
- 1.4 Universal will not be responsible for scheduling our services and will not be responsible for tests or inspections that are not performed due to a failure to schedule our services on the project or any resulting damages.

1.5 **PURSUANT TO FLORIDA STATUTES §558.0035, ANY INDIVIDUAL EMPLOYEE OR AGENT OF UES MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.**

**SECTION 2: STANDARD OF CARE**

- 2.1 Services performed by UES under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of UES's profession practicing contemporaneously under similar conditions in the locality of the project. No other warranty, express or implied, is made.
- 2.2 The Client recognizes that subsurface conditions may vary from those observed at locations where borings, surveys, or other explorations are made, and that site conditions may change with time. Data, interpretations, and recommendations by UES will be based solely on information available to UES at the time of service. UES is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed.
- 2.3 Execution of this document by UES is not a representation that UES has visited the site, become generally familiar with local conditions under which the services are to be performed, or correlated personal observations with the requirements of the Scope of Services. It is the Client's responsibility to provide UES with all information necessary for UES to provide the services described under the Scope of Services, and the Client assumes all liability for information not provided to UES that may affect the quality or sufficiency of the services so described.
- 2.4 Should UES be retained to provide threshold inspection services under Florida Statutes §553.79, Client acknowledges that UES's services thereunder do not constitute a guarantee that the construction in question has been properly designed or constructed, and UES's services do not replace any of the obligations or liabilities associated with any architect, contractor, or structural engineer. Therefore it is explicitly agreed that the Client will not hold UES responsible for the proper performance of service by any architect, contractor, structural engineer or any other entity associated with the project.

**SECTION 3: SITE ACCESS AND SITE CONDITIONS**

- 3.1 Client will grant or obtain free access to the site for all equipment and personnel necessary for UES to perform the work set forth in this Agreement. The Client will notify any and all possessors of the project site that Client has granted UES free access to the site. UES will take reasonable precautions to minimize damage to the site, but it is understood by Client that, in the normal course of work, some damage may occur, and the correction of such damage is not part of this Agreement unless so specified in the Proposal.
- 3.2 The Client is responsible for the accuracy of locations for all subterranean structures and utilities. UES will take reasonable precautions to avoid known subterranean structures, and the Client waives any claim against UES, and agrees to defend, indemnify, and hold UES harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate UES for any time spent or expenses incurred by UES in defense of any such claim with compensation to be based upon UES's prevailing fee schedule and expense reimbursement policy.

**SECTION 4: SAMPLE OWNERSHIP AND DISPOSAL**

- 4.1 Soil or water samples obtained from the project during performance of the work shall remain the property of the Client.
- 4.2 UES will dispose of or return to Client all remaining soils and rock samples 60 days after submission of report covering those samples. Further storage or transfer of samples can be made at Client's expense upon Client's prior written request.
- 4.3 Samples which are contaminated by petroleum products or other chemical waste will be returned to Client for treatment or disposal, consistent with all appropriate federal, state, or local regulations.

**SECTION 5: BILLING AND PAYMENT**

- 5.1 UES will submit invoices to Client monthly or upon completion of services. Invoices will show charges for different personnel and expense classifications.
- 5.2 Payment is due 30 days after presentation of invoice and is past due 31 days from invoice date. Client agrees to pay a finance charge of one and one-half percent (1 ½ %) per month, or the maximum rate allowed by law, on past due accounts.
- 5.3 If UES incurs any expenses to collect overdue billings on invoices, the sums paid by UES for reasonable attorneys' fees, court costs, UES's time, UES's expenses, and interest will be due and owing by the Client.

**SECTION 6: OWNERSHIP AND USE OF DOCUMENTS**

- 6.1 All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by UES, as instruments of service, shall remain the property of UES.
- 6.2 Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose.
- 6.3 UES will retain all pertinent records relating to the services performed for a period of five years following submission of the report, during which period the records will be made available to the Client at all reasonable times.
- 6.4 All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by UES, are prepared for the sole and exclusive use of Client, and may not be given to any other party or used or relied upon by any such party without the express written consent of UES.

**Return Executed Copies to:**  
Universal Engineering Sciences, LLC.  
1748 Independence Boulevard, Suite B-1, Sarasota, FL 34234  
Tel (941) 358-7410 • Fax (941) 358-7353



#### **SECTION 7: DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS**

- 7.1 Client warrants that a reasonable effort has been made to inform UES of known or suspected hazardous materials on or near the project site.
- 7.2 Under this agreement, the term hazardous materials include hazardous materials (40 CFR 172.01), hazardous wastes (40 CFR 261.2), hazardous substances (40 CFR 300.6), petroleum products, polychlorinated biphenyls, and asbestos.
- 7.3 Hazardous materials may exist at a site where there is no reason to believe they could or should be present. UES and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work. UES and Client also agree that the discovery of unanticipated hazardous materials may make it necessary for UES to take immediate measures to protect health and safety. Client agrees to compensate UES for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous waste.
- 7.4 UES agrees to notify Client when unanticipated hazardous materials or suspected hazardous materials are encountered. Client agrees to make any disclosures required by law to the appropriate governing agencies. Client also agrees to hold UES harmless for any and all consequences of disclosures made by UES which are required by governing law. In the event the project site is not owned by Client, Client recognizes that it is the Client's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.
- 7.5 Notwithstanding any other provision of the Agreement, Client waives any claim against UES, and to the maximum extent permitted by law, agrees to defend, indemnify, and save UES harmless from any claim, liability, and/or defense costs for injury or loss arising from UES's discovery of unanticipated hazardous materials or suspected hazardous materials including any costs created by delay of the project and any cost associated with possible reduction of the property's value. Client will be responsible for ultimate disposal of any samples secured by UES which are found to be contaminated.

#### **SECTION 8: RISK ALLOCATION**

- 8.1 Client agrees that UES's liability for any damage on account of any breach of contract, error, omission or other professional negligence will be limited to a sum not to exceed \$50,000 or UES's fee, whichever is greater. If Client prefers to have higher limits on contractual or professional liability, UES agrees to increase the limits up to a maximum of \$1,000,000.00 upon Client's written request at the time of accepting our proposal provided that Client agrees to pay an additional consideration of four percent of the total fee, or \$400.00, whichever is greater. The additional charge for the higher liability limits is because of the greater risk assumed and is not strictly a charge for additional professional liability insurance.

#### **SECTION 9: INSURANCE**

- 9.1 UES represents and warrants that it and its agents, staff and consultants employed by it, is and are protected by worker's compensation insurance and that UES has such coverage under public liability and property damage insurance policies which UES deems to be adequate. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, UES agrees to indemnify and save Client harmless from and against loss, damage, or liability arising from negligent acts by UES, its agents, staff, and consultants employed by it. UES shall not be responsible for any loss, damage or liability beyond the amounts, limits, and conditions of such insurance or the limits described in Section 8, whichever is less. The Client agrees to defend, indemnify and save UES harmless for loss, damage or liability arising from acts by Client, Client's agent, staff, and other UESs employed by Client.

#### **SECTION 10: DISPUTE RESOLUTION**

- 10.1 All claims, disputes, and other matters in controversy between UES and Client arising out of or in any way related to this Agreement will be submitted to alternative dispute resolution (ADR) such as mediation or arbitration, before and as a condition precedent to other remedies provided by law, including the commencement of litigation.
- 10.2 If a dispute arises related to the services provided under this Agreement and that dispute requires litigation instead of ADR as provided above, then:
- the claim will be brought and tried in judicial jurisdiction of the court of the county where UES's principal place of business is located and Client waives the right to remove the action to any other county or judicial jurisdiction, and
  - The prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees, and other claim related expenses.

#### **SECTION 11: TERMINATION**

- 11.1 This 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. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, UES shall be paid for services performed to the termination notice date plus reasonable termination expenses.
- 11.2 In the event of termination, or suspension for more than three (3) months, prior to completion of all reports contemplated by the Agreement, UES may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspension. The expense of termination or suspension shall include all direct costs of UES in completing such analyses, records and reports.

#### **SECTION 12: ASSIGNS**

- 12.1 Neither the Client nor UES may delegate, assign, sublet or transfer their duties or interest in this Agreement without the written consent of the other party.

#### **SECTION 13. GOVERNING LAW AND SURVIVAL**

- 13.1 The laws of the State of Florida will govern the validity of these Terms, their interpretation and performance.
- 13.2 If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitations of liability and indemnities will survive termination of this Agreement for any cause.

#### **SECTION 14. INTEGRATION CLAUSE**

- 14.1 This Agreement represents and contains the entire and only agreement and understanding among the parties with respect to the subject matter of this Agreement, and supersedes any and all prior and contemporaneous oral and written agreements, understandings, representations, inducements, promises, warranties, and conditions among the parties. No agreement, understanding, representation, inducement, promise, warranty, or condition of any kind with respect to the subject matter of this Agreement shall be relied upon by the parties unless expressly incorporated herein.
- 14.2 This Agreement may not be amended or modified except by an agreement in writing signed by the party against whom the enforcement of any modification or amendment is sought.

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