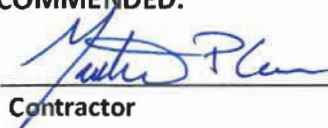


| CHANGE IN CONTRACT/AGREEMENT PRICE | | | | | CONTINGENCY FUNDS | | |
|--|----------------|---|----------------|---|--|------------------------------|--|
| Original Contract Amount: | \$2,394,028.31 | | | | Use of Contingency Funds? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| Previous Amendment/ Change Orders: | # | 1 | to # | 9 | Original Contingency Amount: | | |
| | # | | to # | | | | |
| Approved Amount: Amendments/Change Orders | Amend | | \$2,453,681.35 | | Approved Use of Contingency Amount: | | |
| | CO | | | | | | |
| Current Contract Price: | \$4,847,709.66 | | | | Increase/(Decrease): | | |
| This Change Add/(Deduct): | \$295,796.50 | | | | | | |
| Total Contract Amount w/this change (pending approval): | \$5,143,506.16 | | | | Contingency Balance: | | |
| | | | | | | | |

| CHANGE IN CONTRACT TIME | | | | |
|---|------------|--------------------|-----------------|----------------------|
| Please fill in the Initial & Final Dates of the Original Contract, and the Difference (days) for each subsequent amendment (the date will auto-fill for the amendment). Then fill in the corresponding Action and Basic Description. You must double-click the chart to open in Excel before entering data. There are extra rows hidden, and extra rows may be added if necessary. | | | | |
| Initial Date | Final Date | Difference (days)* | Action | Basic Description |
| 10/2/2015 | 9/26/2016 | 360 days | Original | Initial Execution |
| 9/27/2016 | 9/27/2017 | 365 days | Amendment One | |
| 9/28/2017 | 1/28/2019 | 487 days | Amendment Two | |
| 1/29/2019 | 5/31/2020 | 488 days | Amendment Three | |
| 6/1/2020 | 5/31/2021 | 364 days | Amendment Four | |
| 6/1/2021 | 7/31/2021 | 60 days | Amendment Five | |
| 8/1/2021 | 6/4/2024 | 1,038 days | Amendment Six | |
| 6/4/2024 | 6/4/2024 | 0 days | Amendment Seven | |
| 6/4/2024 | 6/5/2025 | 366 days | Amendment Eight | |
| 6/6/2025 | 9/30/2027 | 926 days | Amendment Nine | Post Design Services |
| 9/30/2027 | 9/30/2027 | 0 days | Amendment Ten | |
| Total | | 3,528 days | | |
| * Calendar days (not working days) | | | | |

SIGNATURES ON NEXT PAGE

RECOMMENDED:

By:  9/9/2025
Contractor Date

By: Anthony Friedman
City Project Manager Date

Digitally signed by Anthony Friedman
DN: C=US, E=afriedman@northportfl.gov, O=City
of North Port, OU=Public Works Engineering,
CN=Anthony Friedman
Date: 2025.09.19 11:40:24 -04'00'

APPROVED:

By: Chuck Speake
Department Director Date

Digitally signed by Chuck Speake
Date: 2025.09.19 11:49:29 -04'00'

By: Lisa Herrmann
Budget Administrator Date


Digitally signed by Lisa
Herrmann
Date: 2025.09.30
09:16:43 -04'00'

By: Alla V. Skipper
Purchasing Date

Digitally signed by Alla V.
Skipper
Date: 2025.09.30
09:05:36 -04'00'

By: Irina Kukharensko
Finance Director Date

Digitally signed by Irina
Kukharensko
Date: 2025.09.30
11:03:40 -04'00'

By: 
Assistant City Manager Date

Digitally signed by Jason
Yarborough
Date: 2025.09.30
12:15:53 -04'00'

By: _____
City Manager Date

By: _____
City Clerk Date

By: _____
City Attorney Date

Scope of Services

Professional Services Agreement

Price Boulevard

City of North Port RFP No. 2015-19

TABLE OF CONTENTS

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| DESCRIPTION OF DESIGN SERVICES..... | 1 |
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| SECTION 3 COST PROPOSAL | 3 |

Attachments

Estimate of Work Effort and Cost – Prime Consultant
Subconsultant scope and fee – Universal
Subconsultant scope and fee – Cumbey & Fair

INTRODUCTION

The City of North Port executed a contract with Charlotte Engineering and Survey, a Florida corporation and wholly owned subsidiary of Consor North America, Inc. (formally Consor Engineers, LLC and American Consulting Engineers of Florida, LLC) (The CONSULTANT), to design the widening of Price Boulevard from Sumter Boulevard to Toledo Blade Boulevard on September 28, 2015.

This supplemental scope of services is to provide lighting analysis and design, services.

The original scope and supplementals thereto, through Supplemental Agreement No. 9, are substantially complete with the exception of post design services for the Phase 1, under construction, and the design services for the replacement of the bridge over the Myakkahatchee Creek and associated widening of Price Boulevard west of Sumter Boulevard. The design services for the Price Boulevard /Myakkahatchee Creek limits work is ongoing. This supplemental scope of services is for lighting analysis, design and plans to provide lighting improvements within the project limits from the high school entrance, west of the Myakkahatchee Bridge, to the beginning of the existing decorative lighting west of Sumter Boulevard.

The following services are to be provided by the CONSULTANT or the CONSULTANT's team which includes sub-consultants providing Geotechnical evaluation.

DESCRIPTION OF DESIGN SERVICES

This Supplemental Agreement modifies the contract to provide supplemental services as follows:

1. PROJECT MANAGEMENT

The CONSULTANT will coordinate with the City as well as subconsultants as needed to carry out the activities under this scope of services.

2. LIGHTING ANALYSIS

The CONSULTANT will analyze and document Lighting tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

The CONSULTANT will prepare a Preliminary Lighting Design Analysis Report (LDAR) in accordance with the requirement of the FDOT Design Manual. The report will be submitted under a separate cover with the plans submittals.

The CONSULTANT will coordinate power service point(s) to provide electricity for the proposed street light load center(s). Correspondence with the power company concerning new electrical service will be included in the LDAR.

The CONSULTANT will submit voltage drop calculations showing the number of luminaries per circuit, the length of each circuit, the size conductor or conductors used and their ohm resistance values. The voltage drop incurred on each circuit (total volts and percentage of drop) will be calculated. The Voltage Drop Calculations will be submitted as part of the LDAR.

The Lighting Design Analysis Report will include a Photometric Report that shows the Horizontal Foot Candle (HFC) illumination levels on the roadway. Cut sheets for the type of Luminaire used in the

photometric analysis will be included in the LDAR. The FAA Notice Criteria Tool will be used to determine if the new lighting poles exceed FAA Notice Criteria.

The CONSULTANT will prepare a Lighting Design file to include all necessary design elements and all associated reference files. The CONSULTANT will provide an accurate engineer's construction cost estimate for the lighting.

The light poles and fixtures used in this design will be the same type of pole and luminaire as the decorative light poles East of Main Street on Price Boulevard.

Optional Lighting Services (Analysis and Plans) are included in the event that either the final preferred lighting layout includes a greater number of pole locations than currently anticipated or the City desires extended limits of lighting improvements. Use of optional service budget will require prior authorization from the City's Project Manager.

3. LIGHTING PLANS

The CONSULTANT will prepare a set of Lighting Plans in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

The Lighting plans will have a:

- Key Sheet,
- General Note Sheet with pay item notes,
- Pole Data Sheet,
- Service point details,
- Plan Sheets showing location of poles and electrical conductor sizes,
- Decorative Light Pole Design Sheet,
- Load Center Details.

The CONSULTANT will submit:

- 90% Submittal: Design plans, Specifications, Construction Cost estimate
- 100% Submittal: Design plans, Specifications, Construction Cost estimate
- Final Signed and Sealed Design Plans and Specifications

4. UTILITY COORDINATION

The CONSULTANT will coordinate utility conflicts associated with the proposed lighting installations.

5. STRUCTURAL ANALYSIS

The CONSULTANT will incorporate light pole support pedestals into the bridge bents at the designated light pole locations as specified by the lighting design. A thorough bridge analysis will be conducted to assess and modify the existing bent design and pile loads, if necessary, to accommodate the additional loading requirements. The foundations for the light poles located off the bridge will be designed and detailed utilizing drilled shafts, with 2 designs developed to account for varying soil conditions at the lighting locations. Structural plans will be revised to include the light pole support

pedestals and shaft foundations within the limits of the bridge and approach slabs. Additionally, plans for the drilled shaft foundations located outside the bridge and approach slabs will be included in the lighting plans.

Optional Services - will include the development of design calculations and plans for a special design spread footing foundation, should conflicts arise that inhibit the implementation of a drilled shaft foundation at any location designated for light poles.

6. GEOTECHNICAL SERVICES

The CONSULTANT's Subconsultant, Universal Engineering, will perform soil borings and provide soil design parameters for light pole foundation design as identified in their attached scope of services.

7. SURVEY

The CONSULTANT's subconsultant, Cumbe & Fair, will perform subsurface utility locates to determine accurate subsurface utility locations and evaluate potential conflicts in accordance with their attached scope of services. These are identified as optional services, and will be performed as required on a per each basis.

SECTION 2 PROJECT SCHEDULE

The lighting analysis and design, and remaining project submittals, will be performed as follows:

90% (light) Submittal 3 months from NTP – will include lighting plans only and not include structural evaluation.

100% Submittal will include all components and follow 3 months after the 90%(light) submittal.

Final submittal (overall project) 2 months after 100% submittal.

SECTION 3 COST PROPOSAL

The basic services described herein shall be provided for a lump sum fee of \$217,792.00 with \$78,004.50 included as optional services to be utilized if required and authorized for a total of \$295,796.50. A detailed estimate of work effort and sub-consultant information accompanies this proposal.

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

| Name of Project: | | Price Blvd. Supplemental Agreement No. 10 | | | | | | | | | | Consort | | |
|--|--------------------------------------|---|-----------------|------------------|-----------------|----------|------------------|------------------|----------------|------------------------|-------------------------|----------------|-------------------------|-----------------------|
| Staff Classification | Total Staff Hours From "SH Summary - | Project Manager | Senior Engineer | Project Engineer | EI ("Jr. Eng.") | Designer | Senior Scientist | Junior Scientist | Chief Designer | Staff Classification 9 | Staff Classification 10 | SH By Activity | Salary Cost By Activity | Average Rate Per Task |
| | | \$368.00 | \$275.00 | \$200.00 | \$148.50 | \$111.00 | \$198.00 | \$102.00 | \$198.00 | \$0.00 | \$0.00 | | | |
| 3. Project General and Project Common Tasks | 60 | 60 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 60 | \$22,080 | \$368.00 |
| 7. Utilities | 80 | 12 | 20 | 24 | 24 | 0 | 0 | 0 | 0 | 0 | 0 | 80 | \$18,280 | \$228.50 |
| 9. Structures - Misc. Tasks, Dwgs. Non-Tech. | 107 | 11 | 48 | 27 | 10 | 0 | 0 | 0 | 11 | 0 | 0 | 107 | \$26,311 | \$245.90 |
| 12. Structures - Short Span Concrete Bridge | 264 | 13 | 53 | 40 | 26 | 0 | 0 | 0 | 132 | 0 | 0 | 264 | \$57,356 | \$217.26 |
| 18. Structures - Miscellaneous | 32 | 2 | 13 | 0 | 6 | 0 | 0 | 0 | 11 | 0 | 0 | 32 | \$7,380 | \$230.63 |
| 23. Lighting Analysis | 288 | 14 | 29 | 144 | 101 | 0 | 0 | 0 | 0 | 0 | 0 | 288 | \$56,926 | \$197.66 |
| 24. Lighting Plans | 107 | 5 | 11 | 54 | 37 | 0 | 0 | 0 | 0 | 0 | 0 | 107 | \$21,160 | \$197.75 |
| Total Staff Hours | 938 | 117 | 174 | 289 | 204 | 0 | 0 | 0 | 154 | 0 | 0 | 938 | | |
| Total Staff Cost | | \$43,056.00 | \$47,850.00 | \$57,800.00 | \$30,294.00 | \$0.00 | \$0.00 | \$0.00 | \$30,492.00 | \$0.00 | \$0.00 | | | |
| Check = \$209,492.00 | | | | | | | | | | | | | | |
| OPTIONAL SERVICES | | | | | | | | | | | | | | |
| Consort | | \$62,396.50 | | | | | | | | | | | | |
| Cumbeys & Fair | | \$14,108.00 | | | | | | | | | | | | |
| Universal | | \$1,500.00 | | | | | | | | | | | | |
| GRAND TOTAL OPTIONAL SERVICES | | \$78,004.50 | | | | | | | | | | | | |
| SUBTOTAL ESTIMATED FEE: | | | | | | | | | | | | | | |
| Subconsultant: Cumbeys & Fair | | \$0.00 | | | | | | | | | | | | |
| Subconsultant: Universal | | \$8,300.00 | | | | | | | | | | | | |
| GRAND TOTAL ESTIMATED FEE: | | \$217,792.00 | | | | | | | | | | | | |

| | | | | | | | | | | | | | | |
|---|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| Check = \$209,492.00 | | | | | | | | | | | | | | |
| GRAND TOTAL INCLUDING OPTIONAL SERVICES | | | | | | | | | | | | | | |
| \$295,796.50 | | | | | | | | | | | | | | |

Project Activity 3: General Tasks

Estimator: Bill Adams

Price Boulevard
SA#10

| Task No. | Task | Units | No of Units | Hours/ Unit | Total Hours | Comments |
|---|--|-------|-------------|-------------|-------------|-----------------------------|
| 3.4 | Contract Maintenance and Project Documentation | LS | 1 | 60 | 60 | For additional coordination |
| 3. Project Common and Project General Tasks Total | | | | | 60 | |

Project Activity 7: Utilities

Estimator: Bill Adams

Price Boulevard
SA#10

| Task No. | Task | Units | No of Units | Hours/ Unit | Total Hours | Comments |
|--------------------|-------------------------------|-------|-------------|-------------|-------------|---------------------------------|
| 7.11 | Utility Coordination/Followup | LS | 1 | 40 | 40 | Based on Price Segment 1 effort |
| 7.16 | Certification/Close-Out | LS | 1 | 40 | 40 | Based on Price Segment 1 effort |
| 7. Utilities Total | | | | | 80 | |

Project Activity 9: Structures Summary and Miscellaneous Tasks and Drawings

Estimator: Renee Reader

Price Boulevard
SA#10

| Task No. | Task | Units | Design and Production Staffhours | | | | Comments | | | | |
|--|-----------------------------------|-------|----------------------------------|----------------|---------------|---|---|---------|------------------------------------|---------|---------|
| | | | No. of Units | Hours per Unit | No. of Sheets | Total | | | | | |
| General Drawings | | | | | | | | | | | |
| 9.1 | Key Sheet and Index of Drawings | Sheet | 1 | 4 | 1 | 4 | Modify index of sheet for new sheets per lighting update | | | | |
| 9.4 | Miscellaneous Common Details | Sheet | 1 | 4 | 1 | 4 | Modify signature sheet for new sheets per lighting update | | | | |
| 9.8 | Quantities for EQ Report | LS | 1 | 8 | | 8 | Update Quantities for additional lighting elements | | | | |
| 9.9 | Cost Estimate | LS | 1 | 2 | | 2 | Update Cost Estimate for additional lighting elements | | | | |
| Structures - Summary and Miscellaneous Tasks and Drawings | | | | | | | | | | | |
| 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 | 32 | | | | | | | | | 32 |
| Structures Technical Subtotal | | 296 | 0 | 0 | 264 | 0 | 0 | 0 | 0 | 0 | 32 |
| Task No. | Task | Units | No. of Units | Hours per Unit | Total | Comments | | | | | |
| 9.11 | Field Reviews | LS | 1 | 6 | 6 | | | | | | |
| 9.12 | Technical Meetings | LS | 1 | 12 | 12 | Meetings are listed below | | | | | |
| 9.13 | Quality Assurance/Quality Control | LS | % | 7% | 22 | | | | | | |
| 9.15 | Supervision | LS | % | 5% | 16 | | | | | | |
| Structures Nontechnical Subtotal | | | | | 56 | | | | | | |
| 9.16 | Coordination | LS | 1 | 33 | 33 | Coordinate with Geotech (10hrs), Lighting (15hrs), Roadway & Utilities (8hrs) | | | | | |
| 9. Structures - Summary and Miscellaneous Tasks and Drawings | | | | | | | 107 | | | | |
| Technical Meetings | | Units | No of Units | Hours/ Unit | Total Hours | Comments | | | PM Attendance at Meeting Required? | Number | |
| Other Meetings | | EA | 3 | 4 | 12 | drainage, utility, geotechnical | | | | 0 | |
| Subtotal Technical Meetings | | | | | 12 | | | | | 0 | |
| Total Meetings | | | | | 12 | Total Project Manager Meetings (carries to Tab 3) | | | | 0 | |

Carries to 9.12

Carries to Tab 3

Project Activity 12: Structures- Short Span Concrete

Estimator: Renee Reader
Bridge Identifier (Number or Name): Price Blvd. over Myakkahatchee Creek, 175055

Price Boulevard
SA#10

| Task No. | Task | Units | No. of Units | Hours/ Unit | No. of Sheets | Total Hours | Comments |
|------------------------------------|----------------------------|-------------|--------------|-------------|---------------|-------------|---|
| General Layout Design and Plans | | | | | | | |
| 12.3 | General Plan and Elevation | Sheet | 1 | 8 | 1 | 8 | Update P&E with light pole locations |
| 12.4 | Construction Staging | Sheet | 3 | 4 | 3 | 12 | Add lighting pedestals and extended bents to 3 construction sequence sheets. |
| 12.6 | Miscellaneous Details | Sheet | 1 | 20 | 1 | 20 | 1) Detail of raised light pole connection within the raised concrete median - 20 hrs (details and work out rebar layout) |
| End Bent Design and Plans | | | | | | | |
| 12.8 | End Bent Structural Design | EA Design | 1 | 12 | | 12 | Update End Bent design for loading from light poles |
| Intermediate Bent Design and Plans | | | | | | | |
| 12.11 | Bent Geometry | EA Bent | 1 | 6 | | 6 | Elevations and pile geometry for wider intermediate bent to accommodate lighting pedestals. |
| 12.12 | Bent Stability Analysis | EA Analysis | 1 | 24 | | 24 | Stability analysis for wider intermediate bent with additional piles to accommodate lighting pedestals. |
| 12.13 | Bent Structural Design | EA Design | 1 | 32 | | 32 | New Int. Bent design for wider cap, additional piles, and loading from light poles and light pole pedestals. (24hrs) Design light pole pedestal. (8hrs) |
| 12.14 | Bent Plan and Elevation | Sheet | 1 | 20 | 1 | 20 | Create new intermediate bent sheet P&E (Assuming pedestal added to both ends of alternating bent) |
| 12.15 | Bent Details | Sheet | 1 | 16 | 1 | 16 | Add light pole pedestal detail |

Project Activity 12: Structures- Short Span Concrete

| Task No. | Task | Units | No. of Units | Hours/ Unit | No. of Sheets | Total Hours | Comments |
|---|--|-----------|--------------|-------------|---------------|-------------|--|
| Miscellaneous Substructure Design and Plans | | | | | | | |
| 12.16 | Foundation Layout | Sheet | 1 | 2 | 1 | 2 | Update light pole foundation within bridge approach |
| Prestressed Slab Unit Bridges | | | | | | | |
| 12.22 | Prestressed Slab Unit Design | EA Design | 2 | 28 | | 56 | Update beam designs for additional median lighting and pedestal loading: (Int. & Ext. 12x68 FSB beams 2 designs @ 12hrs=24hrs) and (Int. 12x49 FSB beam @ 12hrs). Design of the median pole foundation on the Bridge (24hrs). Total 24hrs+12hrs+20hrs=56hrs. |
| 12.24 | Prestressed Slab Unit Details and Schedule | Sheet | 1 | 4 | 1 | 4 | Update FSB schedule based on additional loading from lighting and median pedestals. |
| 12.26 | Superstructure Sections and Details | Sheet | 1 | 20 | 1 | 20 | Section Through Bridge (4hrs); Typical Section Through Bridge Deck (4hrs); Superstructure (1 & 2) - (2hrs x 2 sheets=4hrs); Sidewalk and Median Details (1&2) - (2hrs x 2sheets=4hrs); Finish Grade Elevations 1 & 2 - (2hrs x 2sheets=4hrs) = Total 8 sheets = 20hrs |
| Reinforcing Bar List | | | | | | | |
| 12.27 | Preparation of Reinforcing Bar List | Sheet | 2 | 8 | 2 | 16 | Prepare a new bar list for Intermediate Bents with lighting pedestals for Phase II and Phase III construction. (12hrs); Update approach slab rebar (4hrs) |
| Load Rating | | | | | | | |
| 12.28 | Load Ratings | EA Unit | 2 | 8 | | 16 | Update beam load ratings for additional median lighting and pedestal loading: (Int. & Ext. 12x68 FSB beams, 2 designs @ 4hrs=8hrs) and (Int. 12x49 FSB beam for temporary and final conditions @ 4hrs) Update load rating package including summary sheet, calculation pages, and quick check. (4hrs) Total 8hrs+4hrs+4hrs=16hrs. |
| 12. Structures - Short Span Concrete Bridge Total | | | | | | 12 | 264 |

Project Activity 18: Miscellaneous Structures

Estimator: Renee Reader

Price Boulevard
SA#10

| Task No. | Task | Unit | No. of Units | Hours/ Unit | No. of Sheets | Total Hours | Comments |
|--------------------------------------|------------------|------|--------------|-------------|---------------|-------------|--|
| Special Structures | | | | | | | |
| 18.31 | Other Structures | LS | 2 | 16 | | 32 | Plan details for the drilled shaft foundation for light poles off the bridge (16hrs). Design of the drilled shaft foundations for light poles off the bridge (2 designs @ 8hrs=16hrs). |
| 18. Structures - Miscellaneous Total | | | | | | 0 | 32 |

Project Activity 23: Lighting Analysis

Estimator: Gordon D. Ziecina P.E

Price Boulevard

| Task No. | Task | Units | No. of Units | Hours/ Units | Total Hours | Comments |
|---|--|-------|--------------|--------------|-------------|--|
| 23.2 | Lighting Design Analysis Report (LDAR) | LS | 1 | 60 | 60 | LDAR to include Photometric Report showing roadway illumination levels, Cut Sheets for the Luminaire used in the analysis, Identification and availability of Electric Service points, Include Voltage Drop calculations used for sizing electrical conductors, FAA Notice Criteria tool determinations. |
| 23.3 | Voltage Drop Calculations | EA | 8 | 2 | 16 | 2 load centers 4 circuits each. |
| 23.5 | Reference and Master Design Files | LS | 1 | 55 | 55 | 15 hrs for set up + 40 X 1.0 |
| 23.7 | Design Documentation | LS | 1 | 8 | 8 | |
| 23.8 | Quantities for EQ Report | LS | 1 | 34 | 34 | EQ Report @ 35 poles (calculated 34 hrs.) 90%, 100% % Final Cost Estimate (3 X 6 hrs) |
| 23.9 | Cost Estimate | LS | 1 | 18 | 18 | |
| 23.11 | Other Lighting Analysis | LS | 1 | 25 | 25 | |
| Lighting Analysis Technical Subtotal | | | | | 216 | Coordination with FPL for Power Service Points + Analyzing the circuits for voltage drop and determining wire sizes |
| 23.12 | Field Reviews | LS | 1 | 32 | 32 | 2 people 2 visits @ 8 hrs |
| 23.13 | Technical Meetings | LS | 1 | 8 | 8 | |
| 23.14 | Quality Assurance/Quality Control | LS | % | 7% | 15 | |
| 23.15 | Independent Peer Review | LS | % | 0% | 0 | |
| 23.16 | Supervision | LS | % | 5% | 11 | |
| Lighting Analysis Nontechnical Subtotal | | | | | 66 | |
| 23.17 | Coordination | LS | % | 2% | 6 | |
| 23. Lighting Analysis Total | | | | | 288 | |

| Technical Meetings | | Units | No of Units | Hours/ Unit | Total Hours | Comments | |
|-----------------------------|--|-------|-------------|-------------|-------------|---|---|
| Other Meetings | | EA | 1 | 8 | 8 | Coordination | 0 |
| Subtotal Technical Meetings | | | | | 8 | Subtotal Project Manager Meetings | 0 |
| Total Meetings | | | | | 8 | Total Project Manager Meetings (carries to Tab 3) | 0 |

Carries to 23.13

Carries to Tab 3

24. Lighting Plans

Estimator:

Price Boulevard
SA#10

| Representing | Print Name | Signature / Date |
|-----------------|------------|------------------|
| FDOT District | | |
| Consultant Name | | |

NOTE: Signature Block is optional, per District preference

| Task No. | Task | Scale | Units | No. of Units | Hours/ Unit | No. of Sheets | Total Hours | Comments |
|-----------------------------------|-----------------------------------|-------|-------|--------------|-------------|---------------|-------------|--|
| 24.1 | Key Sheet | | Sheet | 1 | 6 | 1 | 6 | Key Sheet + EOR + Structural EOR signature sheet |
| 24.2 | General Notes/Pay Item Notes | | Sheet | 1 | 9 | 1 | 9 | Standard Notes |
| 24.3 | Pole Data, Legend and Criteria | | Sheet | 1 | 12 | 1 | 12 | 35 Poles calculated at 12 hrs |
| 24.4 | Service Point Details | | Sheet | 2 | 12 | 2 | 24 | 2 load centers with 4 circuits each |
| 24.6 | Plan Sheet | | Sheet | 8 | 3 | 8 | 24 | 1=40 scales 8 sheets |
| 24.7 | Special Details | | Sheet | 2 | 10 | 2 | 20 | Decorative pole detail and foundation |
| Lighting Plans Technical Subtotal | | | | | | | 95 | |
| 24.11 | Quality Assurance/Quality Control | | LS | % | 7% | | 7 | |
| 24.12 | Supervision | | LS | % | 5% | | 5 | |
| 24. Lighting Plans Total | | | | | | 15 | 107 | |

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project:Price Blvd. Supplemental Agreement No. 6

CES/American

| Staff Classification | Total Staff Hours From "SH Summary - | Project Manager | Senior Engineer | Project Engineer | El ("Jr. Eng.") | Designer | Senior Scientist | Junior Scientist | Chief Designer | Staff Classification 9 | Staff Classification 10 | SH By Activity | Salary Cost By Activity | Average Rate Per Task |
|--|--------------------------------------|-----------------|-----------------|------------------|-----------------|------------|------------------|------------------|----------------|------------------------|-------------------------|----------------|-------------------------|-----------------------|
| | | | | | | | | | | | | | | |
| 9. Structures - Misc. Tasks, Dmgs, Non-Tech. | 32 | 3 | 14 | 8 | 4 | 0 | 0 | 0 | 3 | 0 | 0 | 32 | \$7,742 | \$241.94 |
| 18. Structures - Miscellaneous | 104 | 5 | 42 | 0 | 21 | 0 | 0 | 0 | 36 | 0 | 0 | 104 | \$23,637 | \$227.27 |
| 23. Lighting Analysis | 100 | 5 | 15 | 30 | 30 | 20 | 0 | 0 | 0 | 0 | 0 | 100 | \$18,640 | \$186.40 |
| 24. Lighting Plans | 67 | 3 | 10 | 20 | 20 | 14 | 0 | 0 | 0 | 0 | 0 | 67 | \$12,378 | \$184.75 |
| Total Staff Hours | 303 | 16 | 81 | 58 | 75 | 34 | 0 | 0 | 39 | 0 | 0 | 303 | \$62,396.50 | \$205.93 |
| Total Staff Cost | | \$5,888.00 | \$22,275.00 | \$11,600.00 | \$11,137.50 | \$3,774.00 | \$0.00 | \$0.00 | \$7,722.00 | \$0.00 | \$0.00 | | | |

| | | |
|-------------------------------|---------------------|-------------|
| SUBTOTAL ESTIMATED FEE: | Check = \$62,396.50 | \$62,396.50 |
| Subconsultant: Cumbeby & Fair | | \$14,108.00 |
| Subconsultant: Universal | | \$1,500.00 |
| GRAND TOTAL ESTIMATED FEE: | | \$78,004.50 |

Project Activity 9: Structures Summary and Miscellaneous Tasks and Drawings

Estimator: Renee Reader

Price Boulevard
SA#10

| Task No. | Task | Units | Design and Production Staffhours | | | | Comments | | | | | |
|--|-----------------------------------|-------|----------------------------------|----------------|---------------|---|---|---------|---------|------------------------------------|---------|---|
| | | | No. of Units | Hours per Unit | No. of Sheets | Total | | | | | | |
| | General Drawings | | | | | | | | | | | |
| 9.8 | Quantities for EQ Report | LS | 1 | 4 | | 4 | Update Quantities for additional lighting elements | | | | | |
| 9.9 | Cost Estimate | LS | 1 | 4 | | 4 | Update Cost Estimate for additional lighting elements | | | | | |
| Structures - Summary and Miscellaneous Tasks and Drawings | | | | | | | | | | | | |
| 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 | 104 | | | | | | | | | 104 | |
| Structures Technical Subtotal | | | 104 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 104 | |
| Task No. | Task | Units | No. of Units | Hours per Unit | Total | Comments | | | | | | |
| 9.12 | Technical Meetings | LS | 1 | 4 | 4 | Meetings are listed below | | | | | | |
| 9.13 | Quality Assurance/Quality Control | LS | % | 7% | 8 | | | | | | | |
| 9.15 | Supervision | LS | % | 5% | 6 | | | | | | | |
| Structures Nontechnical Subtotal | | | | | 18 | | | | | | | |
| 9.16 | Coordination | LS | 1 | 6 | 6 | Coordinate with Geotech (2hrs), Lighting (4hrs), | | | | | | |
| 9. Structures - Summary and Miscellaneous Tasks and Drawings | | | | | 32 | | | | | | | |
| Technical Meetings | | Units | No of Units | Hours/ Unit | Total Hours | Comments | | | | PM Attendance at Meeting Required? | Number | |
| Other Meetings | | EA | 1 | 4 | 4 | drainage, utility, geotechnical | | | | | 0 | |
| Subtotal Technical Meetings | | | | | 4 | | | | | | | 0 |
| Total Meetings | | | | | 4 | Total Project Manager Meetings (carries to Tab 3) | | | | | | 0 |

Carries to 9.12

Carries to Tab 3

Project Activity 18: Miscellaneous Structures

Estimator: Renee Reader

Price Boulevard
SA#10

| Task No. | Task | Unit | No. of Units | Hours/ Unit | No. of Sheets | Total Hours | Comments |
|--------------------------------------|------------------|------|--------------|-------------|---------------|-------------|--|
| Special Structures | | | | | | | |
| 18.31 | Other Structures | LS | 1 | 104 | | 104 | Optional Services: Up to 2 Special spread footer foundations for light pole foundations off the bridge with drilled shaft conflicts: (1st Design @ 32hrs 2nd @ 24 hrs and Plan Sheet @ 24hrs ea.). |
| Mast Arms | | | | | | | |
| 18. Structures - Miscellaneous Total | | | | | | | |
| | | | | | 0 | 104 | |

Project Activity 23: Lighting Analysis

Estimator: Gordon Ziecina, PE

Price Boulevard
SA#10

| Task No. | Task | Units | No. of Units | Hours/ Units | Total Hours | Comments |
|---|--|-------|--------------|--------------|-------------|--|
| 23.2 | Lighting Design Analysis Report (LDAR) | LS | 1 | 40 | 40 | LDAR to include Photometric Report showing roadway illumination levels, Cut Sheets for the Luminaire used in the analysis, Identification and availability of Electric Service points, Include Voltage Drop calculations used for sizing electrical conductors, FAA Notice Criteria tool determinations. |
| 23.3 | Voltage Drop Calculations | EA | 8 | 2 | 16 | 2 load centers 4 circuits each. |
| 23.5 | Reference and Master Design Files | LS | 1 | 24 | 24 | |
| Lighting Analysis Technical Subtotal | | | | | 80 | |
| 23.12 | Field Reviews | LS | 1 | 8 | 8 | |
| 23.14 | Quality Assurance/Quality Control | LS | % | 7% | 6 | |
| 23.16 | Supervision | LS | % | 5% | 4 | |
| Lighting Analysis Nontechnical Subtotal | | | | | 18 | |
| 23.17 | Coordination | LS | % | 2% | 2 | |
| 23. Lighting Analysis Total | | | | | 100 | |

24. Lighting Plans

Estimator:

Price Boulevard

| Task No. | Task | Scale | Units | No. of Units | Hours/ Unit | No. of Sheets | Total Hours | Comments |
|-----------------------------------|-----------------------------------|-------|-------|--------------|-------------|---------------|-------------|-------------------------------------|
| 24.3 | Pole Data, Legend and Criteria | | Sheet | 1 | 12 | 1 | 12 | 35 Poles calculated at 12 hrs |
| 24.4 | Service Point Details | | Sheet | 2 | 12 | 2 | 24 | 2 load centers with 4 circuits each |
| 24.6 | Plan Sheet | | Sheet | 8 | 3 | 8 | 24 | 1=40 scales 8 sheets |
| Lighting Plans Technical Subtotal | | | | | | | 60 | |
| 24.11 | Quality Assurance/Quality Control | | LS | % | 7% | | 4 | |
| 24.12 | Supervision | | LS | % | 5% | | 3 | |
| 24. Lighting Plans Total | | | | | | | 11 | 67 |

May 5, 2025

CONSOR Engineers, LLC
5621 Banner Drive
Fort Myers, FL 33912

Attention: William Adams

RE: **PROPOSAL TO PROVIDE GEOTECHNICAL SERVICES**
Proposed Myakkahatchee Creek Light Poles
Price Boulevard
North Port, Sarasota County; Florida
UES Proposal Number: 1130.0425.00055

UES Professional Solutions, 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.

PROJECT DESCRIPTION

The project under consideration involves the addition of between ten (10) to fifteen (15) light poles to the Myakkahatchee Creek limits. A draft layout plan showing the pole locations was provided to us. A final layout with the amount of poles and locations will be provided before our field explorations.

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.

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
- Limited MOT
- Ten (10) SPT borings to a depth of 10 feet below grade for the poles (one boring per pole)- every 500 feet
- **Optional:** Up to a maximum of five (5) additional SPT borings to a depth of 10 feet below grade for additional poles
- 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 foot 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
- 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 5 to 7 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.

FEE

UES is prepared to perform the geotechnical exploration for the following fees:

Basic Service: Geotechnical Exploration/ 10 Borings: \$8,300.00

Optional Service: Up to 5 additional Borings: \$300.00/per boring

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.

UES Professional Solutions, LLC appreciates this opportunity to offer our services, and we are looking forward to the assignment. Please call if you have any questions.

Sincerely,

UES PROFESSIONAL SOLUTIONS, 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

UES PROFESSIONAL SOLUTIONS, LLC
Work Authorization / Proposal Acceptance Form

PLEASE SIGN AND RETURN ONE COPY

UES Professional Solutions, LLC (UES) 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: | Price Blvd Lighting- GEO- 4.21.25 | | |
| PROJECT LOCATION: | Price Blvd, North Port, Florida | | |
| CLIENT NAME: | CONSOR Engineers, LLC | Attn: William Adams | Phone: 813-344-6728 |
| CLIENT ADDRESS: | 5621 Banner Drive, Fort Myers, FL 33912 | Email: | wadams@consoreng.com |

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

UES Opportunity No.: 1130.0425.00055

Basic Service: Geotechnical Exploration/ 10 Borings: \$8,300.00

Optional Service: Up to 5 additional Borings: \$300.00/per boring

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

A. UES Professional Solutions, LLC. 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. Client Information:

| | | | |
|-------------------|---------------|-----------------------------|------------------|
| | | Social Security Number or | |
| Firm: | | Federal Identification No.: | |
| Address: | City: | State: | 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: State: Zip Code: |
| Attention: | Title: |
| Phone: | Fax: |

If invoice is to be charged to a credit card please complete info below:

| | | |
|---|--|--|
| Credit card: | | |
| Visa ____ MasterCard ____ Discover ____ American Express ____ | | |
| CC #: | Exp. | |
| Name as appears on card: | | |
| Address: | | |
| Amount: | 3 or 4 digit Security Code (on back of card): | |

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duty authorized representatives

this _____ day of _____ 2025.

| | |
|------------------------|--|
| CLIENT: | UES PROFESSIONAL SOLUTIONS, LLC |
| BY (signature): | BY (signature): |
| NAME: | NAME: Robert I. Gomez |
| TITLE: | TITLE: Branch Manager |

Return Executed Copies to:

UES Professional Solutions, LLC
1748 Independence Boulevard, Suite B-1, Sarasota, FL 34234
Tel (941) 358-7410 • Fax (941) 358-7353

- 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.
- We will contact you immediately if we encounter subsurface conditions which could require the borings to be advanced to deeper depths, additional borings or other field testing, or engineering evaluations and/or studies outside the scope of this proposal. Any additional required services authorized by the client will be provided at our prevailing unit rate and/or lump sum fees.
- **Additional services after initial Geotechnical Report, recommendations, addendum letters, changes in design, consultations, or meetings if requested, will be invoiced at UES Professional Solutions' standard engineering rates or a minimum fee of \$625.00. This does not include additional field work/ testing.**
- We have assumed that all boring locations are accessible to standard, truck-mounted drilling equipment. We will contact you and send you a proposal for additional fee, if limited drilling paths (push-down vegetation) are required to access the boring locations in wooded areas. UES will need a survey showing any wetland areas within the property.
- We have assumed that 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.
- **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.**
- UES will contact the local underground utility clearance agency prior to beginning the field exploration. However, it should be noted that there might be additional underground features, including private utilities and underground structures at the site, which may not be identified by the local underground utility company. Our proposal assumes that private utility lines will be located in the field by others prior to mobilization of the drill rig.
- UES will locate soil borings in the field by UES personnel measuring distances from the existing features identified on the plan provided by you. Some field adjustments may be required due to the existing building/property uses.
- Recommendations concerning other soil related considerations are beyond the scope of our exploration. This report presents an evaluation of site conditions on the basis of traditional geotechnical procedures for site characterization. Our work **will not** address the potential for surface expression of deep geological conditions, such as sinkhole development related to karst activity. The recovered samples **will not** be examined, either visually or analytically, for chemical composition or environmental hazards. UES Professional Solutions would be pleased to perform these services at additional cost, if you desire.

UES Professional Solutions, LLC
GENERAL CONDITIONS

SECTION 1: RESPONSIBILITIES 1.1 UES Professional Solutions, LLC, and its affiliated companies ("UES"), is responsible for providing the services described under the Scope of Services. The term "UES" as used herein includes all of UES's 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, plans and specifications, 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 in writing.

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** 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 work is 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.

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 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 Scope of Services. **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: BILLING AND PAYMENT 4.1 UES will submit invoices to Client monthly or upon completion of services. Invoices will show charges for different personnel and expense classifications. **4.2** 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. **4.3** 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 5: OWNERSHIP AND USE OF DOCUMENTS 5.1 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. Neither Client nor any other entity shall change or modify UES's instruments of service. **5.2** 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. **5.3** UES will retain all pertinent records relating to the services performed for a period of five years following submission of the report or completion of the Scope of Services, during which period the records will be made available to the Client in a reasonable time and manner. **5.4** 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 entity, or used or relied upon by any other entity, without the express written consent of UES. Client is the only entity to which UES owes any duty or duties, in contract or tort, pursuant to or under this Agreement.

SECTION 6: DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS 6.1 Client represents that a reasonable effort has been made to inform UES of known or suspected hazardous materials on or near the project site. **6.2** Under this agreement, the term hazardous materials include hazardous materials, hazardous wastes, hazardous substances (40 CFR 261.31, 261.32, 261.33), petroleum products, polychlorinated biphenyls, asbestos, and any other material defined by the U.S. EPA as a hazardous material. **6.3** Hazardous materials may exist at a site where there is no reason to believe they are present. The discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work. 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 materials. **6.4** UES will notify Client when unanticipated hazardous materials or suspected hazardous materials are encountered. Client will make any disclosures required by law to the appropriate governing agencies. Client will hold UES harmless for 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 it is the Client's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials. **6.5** 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 7: RISK ALLOCATION 7.1 Client agrees that UES's liability for any damage on account of any breach of contract, error, omission, or 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 UES's proposal provided that Client agrees to pay an additional consideration of four percent of the total fee, or \$1,200.00, whichever is greater. If Client prefers a \$2,000,000.00 limit on contractual or professional liability, UES agrees to increase the limits up to a maximum of \$2,000,000.00 upon Client's written request at the time of accepting UES's proposal provided that Client agrees to pay an additional consideration of four percent of the total fee, or \$2,000.00,

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. **7.2** Client shall not be liable to UES and UES shall not be liable to Client for any incidental, special, or consequential damages (including lost profits, loss of use, and lost savings) incurred by either party due to the fault of the other, regardless of the nature of the fault, or whether it was committed by Client or UES, their employees, agents, or subcontractors; or whether such liability arises in breach of contract or warranty, tort (including negligence), statutory, or any other cause of action. **7.3** As used in this Agreement, the terms "claim" or "claims" mean any claim in contract, tort, or statute alleging negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation, or any other act giving rise to liability.

SECTION 8: INSURANCE **8.1** UES represents it and its agents, staff and consultants employed by UES, 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 7, 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 agents, staff, and others employed by Client. **8.2** Under no circumstances will UES indemnify Client from or for Client's own actions, negligence, or breaches of contract. **8.3** To the extent damages are covered by property insurance, Client and UES waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance.

SECTION 9: DISPUTE RESOLUTION **9.1** 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 mediation or non-binding arbitration, before and as a condition precedent to other remedies provided by law. **9.2** If a dispute arises and that dispute is not resolved by mediation or non-binding arbitration, then: (a) the claim will be brought in the state or federal courts having jurisdiction where the UES office which provided the service is located; and (b) the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees, expert witness fees, and other claim related expenses.

SECTION 10: TERMINATION **10.1** 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, or in the case of a force majeure event such as terrorism, act of war, public health or other emergency. Such termination shall not be effective if such substantial failure or force majeure 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. **10.2** 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 11: REVIEWS, INSPECTIONS, TESTING, AND OBSERVATIONS **11.1** Plan review, private provider inspections, and building inspections are performed for the purpose of observing compliance with applicable building codes. Threshold inspections are performed for the purpose of observing compliance with an approved threshold inspection plan. Construction materials testing ("CMT") is performed to document compliance of certain materials or components with applicable testing standards. UES's performance of plan reviews, private provider inspections, building inspections, threshold inspections, or CMT, or UES's presence on the site of Client's project while performing any of the foregoing activities, is not a representation or warranty by UES that Client's project is free of errors in either design or construction. **11.2** If UES is retained to provide construction monitoring or observation, UES will report to Client any observed work which, in UES's opinion, does not conform to the plans and specifications provided to UES. UES shall have no authority to reject or terminate the work of any agent or contractor of Client. No action, statements, or communications of UES, or UES's site representative, can be construed as modifying any agreement between Client and others. UES's performance of construction monitoring or observation is not a representation or warranty by UES that Client's project is free of errors in either design or construction. **11.3** Neither the activities of UES pursuant to this Agreement, nor the presence of UES or its employees, representatives, or subcontractors on the project site, shall be construed to impose upon UES any responsibility for means or methods of work performance, superintendence, sequencing of construction, or safety conditions at the project site. Client acknowledges that Client or its contractor is solely responsible for project jobsite safety. **11.4** Client is responsible for scheduling all inspections and CMT activities of UES. All testing and inspection services will be performed on a will-call basis. UES will not be responsible for tests and inspections that are not performed due to Client's failure to schedule UES's services on the project, or for any claims or damages arising from tests and inspections that are not scheduled or performed.

SECTION 12: ENVIRONMENTAL ASSESSMENTS Client acknowledges that an Environmental Site Assessment ("ESA") is conducted solely to permit UES to render a professional opinion about the likelihood or extent of regulated contaminants being present on, in, or beneath the site in question at the time services were conducted. No matter how thorough an ESA study may be, findings derived from the study are limited and UES cannot know or state for a fact that a site is unaffected by reportable quantities of regulated contaminants as a result of conducting the ESA study. Even if UES states that reportable quantities of regulated contaminants are not present, Client still bears the risk that such contaminants may be present or may migrate to the site after the ESA study is complete.

SECTION 13: SUBSURFACE EXPLORATIONS **13.1** Client acknowledges that subsurface conditions may vary from those observed at locations where borings, surveys, samples, 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 or provided by UES. **13.2** Subsurface explorations may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or boring device moves through a contaminated zone and links it to an aquifer, underground stream, or other hydrous body not previously contaminated. UES is unable to eliminate totally cross-contamination risk despite use of due care. Since subsurface explorations may be an essential element of UES's services indicated herein, Client shall, to the fullest extent permitted by law, waive any claim against UES, and indemnify, defend, and hold UES harmless from any claim or liability for injury or loss arising from cross-contamination allegedly caused by UES's subsurface explorations. 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 14: SOLICITATION OF EMPLOYEES Client agrees not to hire UES's employees except through UES. In the event Client hires a UES employee within one year following any project through which Client had contact with said employee, Client shall pay UES an amount equal to one-half of the employee's annualized salary, as liquidated damages, without UES waiving other remedies it may have.

SECTION 15: ASSIGNS Neither Client nor UES may delegate, assign, sublet, or transfer its duties or interest in this Agreement without the written consent of the other party.

SECTION 16: GOVERNING LAW AND SURVIVAL **16.1** This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction in which the UES office performing the services hereunder is located. **16.2** In any of the provisions of this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired and will survive. Limitations of liability and indemnities will survive termination of this agreement for any cause.

SECTION 17: INTEGRATION CLAUSE **17.1** 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. **17.2** 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.

SECTION 18: WAIVER OF JURY TRIAL Both Client and UES waive trial by jury in any action arising out of or related to this Agreement.

SECTION 19: INDIVIDUAL LIABILITY PURSUANT TO FLORIDA STAT. 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF UES MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

Revised 11.5.24



CUMBEY & FAIR, INC.

2463 ENTERPRISE ROAD, CLEARWATER, FLORIDA 33762
(727) 797-8982 Clearwater (813) 223-4333 Tampa (727) 791-8752 Fax WWW.CUMBEYFAIR.COM

May 5, 2025

William Adams, PE

Senior Project Manager

Conсор

2041 Vista Parkway, Suite 101

West Palm Beach, FL 33411

Phone: 561.253.9567

**Re: Proposal/Scope for Survey/SUE Optional
Services for City of Northport Project along
Price Blvd at Myakkahatchee Creek**

Scope of Services

Cumbey & Fair is pleased to submit this proposal/fee estimate to provide Optional Subsurface Utility Exploration (SUE) and SUE Survey services to Consor for the above-referenced City of Northport project at Price Blvd. Cumbey & Fair, Inc. will prepare SUE Survey data in accordance with F.A.C. 5J.050 thru 5J-17.053 Standards and Practice. The Survey scope includes the following:

- Provide up to 30 SUE Quality Level "A" Test Holes (VVH – verified vertical and horizontal) at EOR's request as Optional Services.
- Provide CAD file with the horizontal and vertical location for all Test holes, SUE field notes, and a SUE Test Hole Report depicting the aforesaid Quality Level "A" utility locations.
- Horizontal Datum – NAD 83 (2011 Adjustment)
- Vertical Datum – NAVD 1988
- All field survey work shall be recorded in approved media and submitted.
- Deliverables include CADD file and SUE Report.



CUMBEY & FAIR, INC.

2463 ENTERPRISE ROAD, CLEARWATER, FLORIDA 33762
(727) 797-8982 Clearwater (813) 223-4333 Tampa (727) 791-8752 Fax WWW.CUMBEYFAIR.COM

SUE/SUE Survey Fee Estimate

| Classification | Rate | Hours | Total |
|--------------------------|----------|--------------|-----------------|
| OFFICE | | | |
| Senior Surveyor & Mapper | \$174.00 | 2 | \$348 |
| Surveyor & Mapper | \$145.00 | 4 | \$580 |
| Survey Technician | \$90.00 | 22 | \$1,980 |
| FIELD | | | |
| 3-Person Survey Crew | \$180.00 | 15 | \$2,700 |
| SUE Crew | \$170.00 | 50 | \$8,500 |
| | | Total | \$14,108 |

The total Fee Estimate is **\$14,108.00 for 30 Test Holes, or 470.27 per Test Hole.**

Proposed Survey Services will be delivered within thirty (30) business days of the original Notice to Proceed date.

Please call or email if you have any questions.

Sincerely,
Cumbey & Fair, Inc.

Patrick McCormack
Vice President – Sr. Survey Manager
pmccormack@cumbeyfair.com