

TENTH AMENDMENT TO AGREEMENT NO. 2015-19 PROFESSIONAL ENGINEERING  
SERVICES FOR THE WIDENING OF PRICE BOULEVARD FROM SUMTER BOULEVARD TO  
TOLEDO BLADE BOULEVARD

This *Tenth Amendment to Agreement No. 2015-19 Professional Engineering Services for the Widening of Price Boulevard from Sumter Boulevard to Toledo Blade Boulevard* ("Ninth Amendment") is made and entered into by and between the City of North Port, Florida, a municipal corporation of the State of Florida and whose address is 4970 City Hall Boulevard, North Port, Florida 34286 ("City") and Consor North America, Inc., which is registered to conduct business in the State of Florida and whose address is 6505 Waterford District Drive, Suite 470, Miami, Florida 33126 ("Consultant").

**RECITALS**

**WHEREAS**, on or about September 28, 2015, the parties entered into *Agreement #2015-19 Professional Engineering Services for the Widening of Price Boulevard from Sumter Boulevard to Toledo Blade Boulevard* (the "Original Agreement"); and

**WHEREAS**, on or about August 1, 2016, the Original Agreement was amended ("First Amendment") to change the scope to add three public meetings; to increase compensation \$26,270.00; and to extend the time 365 days; and

**WHEREAS**, on or about March 2, 2018, the Original Agreement was amended ("Second Amendment") to change the scope to add various work; to increase the compensation \$887,839.67; and to extend the time 487 days; and

**WHEREAS**, on or about June 26, 2019, the Original Agreement was amended ("Third Amendment") to change the scope to the design of stormwater ponds as wet ponds; to decrease the compensation \$368,742.96; and to extend the time 488 days; and

**WHEREAS**, on or about May 4, 2020, the Original Agreement was amended ("Fourth Amendment") to extend the time 364 days; and

**WHEREAS**, on or about July 5, 2021, the Original Agreement was amended ("Fifth Amendment") to extend the time 60 days; and

**WHEREAS**, on or about January 25, 2023, the Original Agreement was amended ("Sixth Amendment") to change the scope to update plans and redesign waterway crossings; to increase the compensation \$1,218,827.95 : and to extend the time 1,038 days; and

**WHEREAS**, on or about August 3, 2023, Consultant's name and address changed to Charlotte Engineering and Surveying, LLC, whose address is 2818 Wesley Chapel, Florida 33544; and

**WHEREAS**, on or about October 24, 2023, the Original Agreement was amended ("Seventh Amendment") to change the scope to add force mains for utilities; and to increase the compensation \$172,125.00; and

**WHEREAS**, on or about January 1, 2024, the City Manager approved pursuant to Section 13 of the Original Agreement the assignment of Consultant's obligations and rights to Consor Engineers, LLC; and

**WHEREAS**, on or about February 21, 2024, the Original Agreement was amended (“Eighth Amendment”) to change the scope to extend the limits of design from Sumter Boulevard up to and including the Myakkahatchee Creek Bridge; to increase the compensation \$218,988.00; and to extend the time 366 days; and

**WHEREAS**, on or about March 18, 2025, the Original Agreement was amended (“Ninth Amendment”) to change the scope to add post design services including shop drawing review and design revisions, as needed, to increase the compensation \$298,373.69; and to extend the time 940 days; and

**WHEREAS**, the parties mutually desire to amend the Original Agreement to include lighting design services between the Myakkahatchee Creek Bridge and Sumter Boulevard; to increase compensation \$295,796.50; and

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, the sufficiency and receipt of which are acknowledged, the parties agree that the Original Agreement is amended as follows, with all other terms in the Original Agreement remaining unchanged and in full force and effect:

**1. EFFECT OF AMENDMENT/EFFECTIVE DATE**

- A. The parties ratify the terms and conditions of the Original Agreement not inconsistent with this Tenth Amendment, all of which are incorporated by reference as if set forth fully herein. This Tenth Amendment modifies the sections of the Original Agreement as identified herein. Where a section of the Original Agreement is not identified, the terms as they appear in the Original Agreement remain and apply.
- B. All references to this “Agreement” in the Original Agreement and this Tenth Amendment mean and include both the Original Agreement and this Tenth Amendment.
- C. This Tenth Amendment is effective as of the date the last party approves or executes it, as applicable (the “Effective Date”), and shall continue as otherwise provided in the Original Agreement.

**2. ORIGINAL AGREEMENT SECTION 2 - COMPENSATION AND PAYMENT FOR CONSULTANT’S SERVICES**

Section 2A.1. to the Original Agreement is amended to read in its entirety as follows:

**A. COMPENSATION**

- 1. CONSULTANT shall receive a not to exceed amount of FIVE MILLION ONE HUNDRED FORTY THREE THOUSAND FIVE HUNDRED SIX DOLLARS AND 16 CENTS (\$5,143,506.16) as compensation for its services. This compensation shall include all profit, direct and indirect labor costs, personnel related costs, overhead and administrative costs, travel related out-of-pocket expenses and costs, and all other costs which are necessary to provide the services as outlined in this Agreement. The Scope of Services and Fee Schedule (Attachments A and B, respectively) are attached hereto and incorporated within.

### 3. ORIGINAL AGREEMENT – SECTION 18. NOTICES

Section 18 – Notices, is hereby amended to read in its entirety as follows:

Any notice, demand, communication, or request required or permitted by this Agreement must be sent certified mail, return receipt requested, or by delivery through any nationally recognized courier service (Federal Express, UPS, USPS, and others) that provides evidence of delivery, at the address provided for receipt of notices in this Agreement and e-mailed to:

As to the City

**CITY’S ADMINISTRATIVE AGENT**

Anthony Friedman, P.E., PTOE, Transportation Engineer, City of North Port  
Department of Public Works  
1100 N. Chamberlain Boulevard  
North Port, Florida 34286  
(941) 240-8098  
afriedman@northportfl.gov

With copies of claims  
and demands sent to:

City of North Port, Florida  
City Attorney’s Office  
4970 City Hall Boulevard  
North Port, Florida 34286  
northportcityattorney@northportfl.gov

As to Consultant:

**CONSULTANT’S REPRESENTATIVE**

William Adams, P.E. Project Manager  
2041 Vista Parkway, Suite 101  
West Palm Beach, Florida 33411  
(561) 253-9567  
William.adams@consoreng.com

Notices are effective when received at the addresses specified above. Changes to the respective addresses or the above-designated individuals may be made from time to time by either party by written notice. This Section must not be construed to restrict the transmission of routine communications between representatives of the Contractor and the City.

### 4. ORIGINAL AGREEMENT ATTACHMENT A – SCOPE OF SERVICES AND FEE SCHEDULE

Attachment A – Scope of Services for the Original Agreement is amended to add to the scope of the Eighth Amendment as attached.

### 5. ORIGINAL AGREEMENT ATTACHMENT B – CONSULTANT’S FEE SCHEDULE

Attachment B – Consultant’s Fee Schedule for the Original Agreement is amended to add the Consultant’s Fee Schedule for the Tenth Amendment as attached.

IN WITNESS WHEREOF, the parties have executed this Tenth Amendment as follows.

CONSULTANT  
CONSOR NORTH AMERICA, INC.

[Signature]  
By: Matthew P Cass  
Title: SVP

**ACKNOWLEDGEMENT**

STATE OF North Carolina  
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 9<sup>th</sup> day of September 2025 by Matthew Cass (name), as SVP (title) for Conсор North America, Inc. (entity).

[Signature]  
Notary Public  
Exp. 2-15-27



Personally Known OR  Produced Identification  
Type of Identification Produced \_\_\_\_\_

CONSULTANT'S REPRESENTATIVE  
CONSOR NORTH AMERICA, INC.

[Signature]  
By: Matthew Cass  
Title: Senior Vice President

**ACKNOWLEDGEMENT**

STATE OF North Carolina  
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 9<sup>th</sup> day of September 2025, by Matthew Cass (name), as SVP (title) for Conсор North America, Inc. (entity).

[Signature]  
Notary Public  
Exp: 2-15



Personally Known OR  Produced Identification  
Type of Identification Produced \_\_\_\_\_

Approved by the City Commission of the City of North Port, Florida on October 14, 2025.

**CITY OF NORTH PORT, FLORIDA**



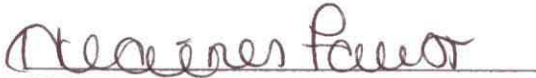
A. JEROME FLETCHER II, ICMA-CM, MPA  
CITY MANAGER

**CITY'S ADMINISTRATIVE AGENT**



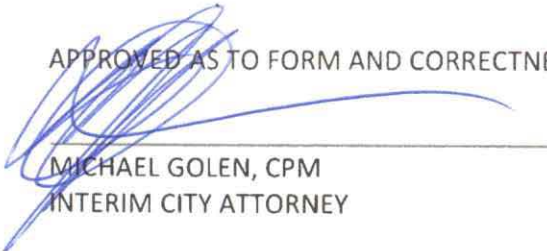
Anthony Friedman, P.E., PTOE

ATTEST



HEATHER FAUST, MMC  
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS



MICHAEL GOLEN, CPM  
INTERIM CITY ATTORNEY

## **Scope of Services**

Professional Services Agreement  
Price Boulevard  
City of North Port RFP No. 2015-19

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## 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, Cumbey & 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**

Attachment A to the Tenth Amendment to Contract 2015-19

Name of Project: Price Blvd. Supplemental Agreement No. 10

Conсор

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
		\$368.00	\$275.00	\$200.00	\$148.50	\$111.00	\$198.00	\$102.00	\$198.00	\$0.00	\$0.00		\$22,080	
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
<b>Total Staff Hours</b>	938	117	174	289	204	0	0	0	154	0	0	938		
<b>Total Staff Cost</b>		\$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		<b>\$209,492.00</b>	<b>\$223.34</b>

Check = \$209,492.00

OPTIONAL SERVICES	
Conсор	\$62,396.50
Cumbey & Fair	\$14,108.00
Universal	\$1,500.00
<b>GRAND TOTAL OPTIONAL SERVICES</b>	<b>\$78,004.50</b>

<b>SUBTOTAL ESTIMATED FEE:</b>		<b>\$209,492.00</b>
Subconsultant: Cumbey & Fair		\$0.00
Subconsultant: Universal		\$8,300.00
<b>GRAND TOTAL ESTIMATED FEE:</b>		<b>\$217,792.00</b>

<b>GRAND TOTAL INCLUDING OPTIONAL SERVICES</b>	<b>\$295,796.50</b>
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**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
<b>3. Project Common and Project General Tasks Total</b>					<b>60</b>	

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
<b>7. Utilities Total</b>					<b>80</b>	

Attachment A to the Tenth Amendment to Contract 2015-19  
**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						
<b>General Drawings</b>												
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					
<b>Structures - Summary and Miscellaneous Tasks and Drawings</b>					4	18						
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	
<b>Structures Technical Subtotal</b>		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							
<b>Structures Nontechnical Subtotal</b>					56							
9.16	Coordination	LS	1	33	33	Coordinate with Geotech (10hrs), Lighting (15hrs), Roadway & Utilities (8hrs)						
<b>9. Structures - Summary and Miscellaneous Tasks and Drawings</b>					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	
<b>Subtotal Technical Meetings</b>					12						0	
<b>Total Meetings</b>					12	<b>Total Project Manager Meetings (carries to Tab 3)</b>					0	

Carries to 9.12

Carries to Tab 3

Estimator: Renee Reader

Price Boulevard

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

SA#10

Task No.	Task	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
<b>General Layout Design and Plans</b>							
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)
<b>End Bent Design and Plans</b>							
12.8	End Bent Structural Design	EA Design	1	12		12	Update End Bent design for loading from light poles
<b>Intermediate Bent Design and Plans</b>							
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

Task No.	Task	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
<b>Miscellaneous Substructure Design and Plans</b>							
12.16	Foundation Layout	Sheet	1	2	1	2	Update light pole foundation within bridge approach
<b>Prestressed Slab Unit Bridges</b>							
12.22	Prestressed Slab Unit Design	EA Design	2	28		56	Update beam designs for additional median lighting and pedestal loading: (Int. & Ext. 12x58 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
<b>Reinforcing Bar List</b>							
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)
<b>Load Rating</b>							
12.28	Load Ratings	EA Unit	2	8		16	Update beam load ratings for additional median lighting and pedestal loading: (Int. & Ext. 12x58 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.
<b>12. Structures - Short Span Concrete Bridge Total</b>					<b>12</b>	<b>264</b>	

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
<b>Special Structures</b>							
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).
<b>18. Structures - Miscellaneous Total</b>					<b>0</b>	<b>32</b>	

**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	Coordination with FPL for Power Service Points + Analyzing the circuits for voltage drop and determining wire sizes
<b>Lighting Analysis Technical Subtotal</b>					<b>216</b>	
23.12	Field Reviews	LS	1	32	32	2 people 2 vists @ 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	
<b>Lighting Analysis Nontechnical Subtotal</b>					<b>66</b>	
23.17	Coordination	LS	%	2%	6	
<b>23. Lighting Analysis Total</b>					<b>288</b>	

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

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
<b>Lighting Plans Technical Subtotal</b>						<b>15</b>	<b>95</b>	
24.11	Quality Assurance/Quality Control		LS	%	7%		7	
24.12	Supervision		LS	%	5%		5	
<b>24. Lighting Plans Total</b>						<b>15</b>	<b>107</b>	

**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, Dwgs, 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
<b>Total Staff Hours</b>	303	16	81	58	75	34	0	0	39	0	0	303		
<b>Total Staff Cost</b>		\$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		<b>\$62,396.50</b>	<b>\$205.93</b>

Check = \$62,396.50

<b>SUBTOTAL ESTIMATED FEE:</b>		<b>\$62,396.50</b>
Subconsultant: Cumbey & Fair		\$14,108.00
Subconsultant: Universal		\$1,500.00
<b>GRAND TOTAL ESTIMATED FEE:</b>		<b>\$78,004.50</b>

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							
<b>General Drawings</b>													
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						
<b>Structures - Summary and Miscellaneous Tasks and Drawings</b>						4	8						
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	
<b>Structures Technical Subtotal</b>		104	0	0	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								
<b>Structures Nontechnical Subtotal</b>					18								
9.16	Coordination	LS	1	6	6	Coordinate with Geotech (2hrs), Lighting (4hrs),							
<b>9. Structures - Summary and Miscellaneous Tasks and Drawings</b>					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		
<b>Subtotal Technical Meetings</b>					4						0		
<b>Total Meetings</b>					4	<b>Total Project Manager Meetings (carries to Tab 3)</b>					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
<b>Special Structures</b>							
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 Sheest @ 24hrs ea.).
<b>Mast Arms</b>							
<b>18. Structures - Miscellaneous Total</b>					<b>0</b>	<b>104</b>	

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	
<b>Lighting Analysis Technical Subtotal</b>					<b>80</b>	
23.12	Field Reviews	LS	1	8	8	
23.14	Quality Assurance/Quality Control	LS	%	7%	6	
23.16	Supervision	LS	%	5%	4	
<b>Lighting Analysis Nontechnical Subtotal</b>					<b>18</b>	
23.17	Coordination	LS	%	2%	2	
<b>23. Lighting Analysis Total</b>					<b>100</b>	

**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
<b>Lighting Plans Technical Subtotal</b>						<b>11</b>	<b>60</b>	
24.11	Quality Assurance/Quality Control		LS	%	7%		4	
24.12	Supervision		LS	%	5%		3	
<b>24. Lighting Plans Total</b>						<b>11</b>	<b>67</b>	



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 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
- 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



Yudelsy Epler  
Project Engineer



Robert Gomez, P.E.  
Regional Manager

**UES PROFESSIONAL SOLUTIONS, LLC**  
 Attachment to the Tenth Amendment to Contract 2015-19  
**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.

<b>PROJECT NAME:</b>	Price Blvd Lighting- GEO- 4.21.25		
<b>PROJECT LOCATION:</b>	Price Blvd, North Port, Florida		
<b>CLIENT NAME:</b>	CONSOR Engineers, LLC	<b>Attn:</b> William Adams	<b>Phone:</b> 813-344-6728
<b>CLIENT ADDRESS:</b>	5621 Banner Drive, Fort Myers, FL 33912	<b>Email:</b> 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:**

**Firm:** \_\_\_\_\_ **Social Security Number or 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.

**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,

Attachment A to the Tenth Amendment to Contract 2015-19

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. Attachment A to the Tenth Amendment to Contract 2015-19

**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



# CUMBNEY & FAIR, INC.

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



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## SUE/SUE Survey Fee Estimate

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

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](mailto:pmccormack@cumbeyfair.com)

## **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.