



**City of North Port**  
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**WORK ASSIGNMENT**

Change Order       Amendment

CONSULTANT: Conzor Engineers, LLC

CONTINUING CONTRACT NO. & TITLE: 2019-23-01 Continuing Engineering Services

WORK ASSIGNMENT #: 2023-07PW      **THIS WORK ASSIGNMENT**  
 AGENDA ITEM 24-0775 6/25/24 COM MTG

SHORT TITLE: Temporary Traffic Signals at I-75 and Toledo Blade and Sumter

DATE SUBMITTED: 4/25/2023

AMOUNT (LUMP SUM) : \$82,038.38

SCHEDULED COMPLETION: November 30, 2024

**CONTRACT AND BUDGET OVERVIEW FOR FISCAL YEAR 20<sup>24</sup>**

	<b>DEPARTMENT</b>
TOTAL OF PREVIOUS ASSIGNMENTS	<u>\$228,299.74</u>
THIS WORK ASSIGNMENT	<u>\$82,038.38</u>
TOTAL WORK ASSIGNMENTS	<u>\$310,338.12</u>
ACCOUNT NO/PROJECT NO	<u>R23TSI / 107-5000-541.46-07, R23TSI / 107-5000-541.46-08</u>

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

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



# CITY OF NORTH PORT

## CHANGE ORDER/CONTRACT AMENDMENT FORM

WA #: 2023-07PW

CO#: \_\_\_\_\_ Amendment #: 1

City's Contract No.: 2019-23-01

Project Manager/Engineer: Anthony Friedman

Project Name: Temporary Traffic Signals at I-75 and Toledo Blade and Sumter

### Description:

The original work assignment is for the design of temporary traffic signals to be installed at the intersections of NB I-75 ramps at Sumter Boulevard and Toledo Blade Boulevard, to maintain safe traffic operation while awaiting the permanent construction of the traffic signals to be completed by FDOT.

### Purpose of Change Order:

Upon submitting the 90% plans to FDOT for a right of way use permit to install the temporary signals, comments were received that essentially made the installation of the signals infeasible, and this project was temporarily suspended pending FDOT's progress on the permanent signal installation. As discussion continued between the City and FDOT, it was gathered that FDOT would allow the installation of the temporary signals if the scope was modified to remove the traffic signal at the intersection NB I-75 and Sumter Boulevard and instead replace it with a traffic signal at SB I-75 and Toledo Blade Boulevard. The result is that both sets of ramps at Toledo Blade Boulevard will be signalized, while no temporary traffic signals will be installed at the Sumter Boulevard interchange.

This change order reflects the additional survey and design work needed to remove the Sumter interchange from the plans and add a traffic signal to the southbound ramps at the Toledo Blade Boulevard interchange.

### Attachments (provide documents below from Consultant supporting change):



Attachment A - Fee Schedule with contracted hourly rates/number of hours breakdown



Attachment B - Consultants written scope/quote (for this work assignment)



Attachment C - Supporting documentation (includes time extensions if requested)

CHANGE IN CONTRACT PRICE				CONTINGENCY FUNDS			
Original Contract Amount:		\$228,299.74		Use of Contingency Funds?		Yes	No
Previous Amendment/ Change Orders:	# -	to # -	Original Contingency Amount:	\$ -			
	# -	to # -					
Approved Amount: Amendments/Change Orders	Amend	\$ -	Approved Use of Contingency Amount:	\$ -			
	CO	\$ -					
Current Contract Price:		\$228,299.74		Increase/(Decrease):		\$ -	
This Change Add/(Deduct):		\$82,038.38				\$ -	
Total Contract Amount w/this change (pending approval):		\$310,338.12		Contingency Balance:		\$ -	

CHANGE IN CONTRACT TIME				
Please fill in the Initial & Final Dates and Days of the original contract and the Dates and Difference (days) for each subsequent change order.				
Initial Date	Final Date	Days/Difference (days)*	Action	Basic Description
Enter dates & number of days in Cells Below		Add Action and Description in Cells Below		
4/25/2023	9/29/2023	158 days	Original	Initial Execution
9/30/2023	11/30/2024	428 days	Amendment 1	Add signal to SB I-75 at Toledo Blade
Total Days*		586 days		
* Calendar days (not working days)				

**SIGNATURES ON NEXT PAGE**



## **Scope of Services**

Professional Services Agreement

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

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

## **Supplemental Agreement #1**

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## SECTION 1 INTRODUCTION

This supplemental agreement is to modify the original scope which was to prepare design plans for temporary traffic signals at two locations: 1. The northbound entrance and exit ramps from Interstate 75 at Sumter Boulevard. 2. The northbound entrance and exit ramps from Interstate 75 at Toledo Blade Boulevard.

The modified scope is to prepare design plans for temporary traffic signals for the northbound and southbound entrance and exit ramps from Interstate 75 at Toledo Blade Boulevard.

The design and plans preparation for the northbound entrance and exit ramps from Interstate 75 at Sumter Boulevard will no longer be performed and unused budget for that design will be reallocated to the currently proposed work.

This project was placed on hold due to FDOT's indication that the project would require an Interchange Operation Analysis Report (IOAR) for the temporary signals as part of their commentary for the RW construction permit. Preparing an IOAR for this temporary condition would not be viable due to the time required for FDOT review and approval of such a report and the fact that such an analysis would identify the need for improvements beyond the scope of the temporary improvement project. Per coordination between the City of North Port and FDOT, April 30, 2024:

- Based on the traffic conditions at the Toledo Blade interchange, FDOT would prefer that a temporary signal be placed at the southbound ramps at Toledo Blade in lieu of the northbound ramp at Sumter.
- Both the NB and SB ramps at Toledo Blade will need to be signalized and the signal at Sumter should be removed from the plans.
- FDOT will not require FHWA approval nor a IOAR as long as it is made very clear on the plans and permit application that these are temporary and part of a maintenance of traffic plan for the permanent signals. That is how they would like us to submit our documents.
- FDOT stated that they will be able to complete their review period within 4-6 months.

Conсор Engineers, LLC. (the CONSULTANT) (Formerly Known As American Consulting Engineers of Florida, LLC) shall prepare construction ready plans and specifications for the Toledo Blade Boulevard I-75 Interchange . The CONSULTANT will coordinate with FDOT to obtain a Construction in Right of Way permit. Submittal of a new permit application is anticipated since the previously submitted permit application was for two interchange improvements. However, this will be confirmed with FDOT permit reviewers.

## SECTION 2 SCOPE OF SERVICES

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

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

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

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

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

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

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

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

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

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

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

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

The CONSULTANT will prepare signalization plans for the temporary signals as described in the introduction. Both the southbound and northbound entrance and exit ramps to I-75 will be signalized on Toledo Boulevard. These ramps are located less than 800’ apart and we will analyze the feasibility of operating both ramp intersections with a single controller using a four phase diamond interchange signal operating plan (SOP). Both intersections will employ a diagonal span wire signal support and use microwave front-fire vehicle detectors for stop bar and advanced vehicle detection. Pedestrian signals will be installed to cross both entrance and exit ramps as well as one leg (at each intersection) across Toledo Blade Boulevard. Synchro will be used to determine initial controller timings and determine if the left turn movements on Toledo Blade can be run in a protected permissive mode. If so, a 4 section Flashing Yellow Arrow (FYA) head will be used. **This proposal does not include traffic counts.**

#### **2.2.5 Task 2 Deliverables**

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



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

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

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

### 90% Design Phase

#### Roadway Plans

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

#### Signing and Pavement Marking Plans

- Key Sheet
- Tabulation of Quantities
- General Notes
- Plan Sheets

#### Signalization Plans

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

#### Documentation

- Specifications
- Construction Cost Estimate
- Responses to Comments

#### Permitting

- FDOT RW Permit Application

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

### Roadway Plans

- Project Control
- Subsurface Utility Data

### Signing and Pavement Marking Plans

- No additional sheets, only updates

### Signalization Plans

- Strain Pole Data Sheet
- Summary of Soil Borings

### Documentation

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

## **Final Plans Submittal**

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

- Approved FDOT Construction within right of way permit
- CADD Files

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

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

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

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

The CONSULTANT's Sub-Consultant will provide survey and utility designation and subsurface utility exploration (SUE) for the additional limits along Toledo Blade Boulevard. Unused Sumter Boulevard SUE scope from the original scope will be reallocated to the new signal locations for Toledo Blade Boulevard.

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

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

- Contacting the local underground utility clearance agency prior to beginning the field exploration

- Two (2) SPT borings to a depth of 30 feet below grade for the pole locations at the Sumter Blvd. intersection
- Two (2) SPT borings to a depth of 30 feet below grade for the pole locations at the Toledo Blade Blvd. intersection
- Limited MOT
- All boring locations will be backfilled/grouted to grade upon work completion

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

### **SECTION 3 SCHEDULE**

The project schedule will be executed as follows:

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

### **SECTION 4 MEETINGS AND COORDINATION**

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

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

### **SECTION 5 POST DESIGN SERVICES**

Post Design Services will be provided on an hourly basis per the original contract.

### **SECTION 6 COST PROPOSAL**

The supplemental services described herein shall be provided for a cost not to exceed \$ 82,038.38.

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

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

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

Consultant Name: American Consulting Engineers of Florida, LLC

Date: 5/10/2024

Staff Classification	Total Staff Hours From "SH Summary -	Principal	Senior Engineer	Project Engineer	Staff Engineer	Junior Engineer	Senior CADD Designer	Administrative Assistant	Staff Classification 8	Staff Classification 9	Staff Classification 10	Staff Classification 11	Staff Classification 12	SH By Activity	Salary Cost By Activity	Average Rate Per Task
		\$368.42	\$259.65	\$200.03	\$148.52	\$122.30	\$183.53	\$110.70	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
3. Project General and Project Common Tasks	37	30	0	0	0	0	0	7	0	0	0	0	0	37	\$11,828	\$319.66
4. Roadway Analysis	40	2	4	8	12	14	0	0	0	0	0	0	0	40	\$6,870	\$171.75
5. Roadway Plans	14	1	1	3	4	5	0	0	0	0	0	0	0	14	\$2,434	\$173.84
8. Environmental Permits, and Env. Clearances	36	2	3	7	11	13	0	0	0	0	0	0	0	36	\$6,140	\$170.55
9. Structures - Misc. Tasks, Dwgs, Non-Tech.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
18. Structures - Miscellaneous	0	0	0	-1	0	0	0	0	0	0	0	0	0	-1	(\$200)	\$200.03
19. Signing & Pavement Marking Analysis	27	1	0	9	14	0	3	0	0	0	0	0	0	27	\$4,799	\$177.72
20. Signing & Pavement Marking Plans	14	1	0	4	7	0	1	0	0	0	0	0	0	13	\$2,392	\$183.98
21. Signalization Analysis	74	4	4	44	22	0	0	0	0	0	0	0	0	74	\$14,581	\$197.04
22. Signalization Plans	20	1	1	11	6	0	0	0	0	0	0	0	0	19	\$3,720	\$195.76
<b>Total Staff Hours</b>	<b>262</b>	<b>42</b>	<b>13</b>	<b>85</b>	<b>76</b>	<b>32</b>	<b>4</b>	<b>7</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>259</b>		
<b>Total Staff Cost</b>		<b>\$15,473.64</b>	<b>\$3,375.45</b>	<b>\$17,002.55</b>	<b>\$11,287.52</b>	<b>\$3,913.60</b>	<b>\$734.12</b>	<b>\$774.90</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$52,561.78</b>	<b>\$202.94</b>

Check = \$52,561.78

Task 1 - Project Management and Coordination	\$11,827.50
Task 2 - Analysis and Plans Preparation	\$34,594.66
Task 3 - Permitting Services	\$6,139.62
Task 4 - Survey and SUE	\$22,776.60
Task 5 - Geotechnical Exploration and Analysis	\$6,700.00
Total Basic Services	\$82,038.38

<b>SALARY RELATED COSTS:</b>					\$52,561.78
<b>SUBTOTAL ESTIMATED FEE:</b>					<b>\$52,561.78</b>
Subconsultant: Universal Engineering Sciences, LLC					\$6,700.00
Subconsultant: Cumbey & Fair, Inc.					\$22,776.60
<b>SUBTOTAL ESTIMATED FEE:</b>					<b>\$82,038.38</b>
<b>SUBTOTAL ESTIMATED FEE:</b>					<b>\$82,038.38</b>
Post Design (Hourly) Services					
<b>GRAND TOTAL ESTIMATED FEE:</b>					<b>\$82,038.38</b>

**Project Activity 3: General Tasks**

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

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
3.3	Specifications & Estimates					
3.3.1	Specifications Package Preparation	LS	1	0	0	included in original
3.3.2	Estimated Quantites Report Preparation	Report	0	Calculated Hours 0	0	
		Components	0			
3.4	Contract Maintenance and Project Documentation	LS	1	12	12	
3.5	Value Engineering (Multi-Discipline Team) Review	LS	1	0	0	
3.6	Prime Consultant Project Manager Meetings	LS	1	17	17	See listing below
3.7	Plans Update	LS	1	0	0	

**Project Activity 3: General Tasks**

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
3.8	Post Design Services	LS	1	0	0	
3.9	Digital Delivery	LS	1	0	0	
3.10	Risk Assessment Workshop	LS	1	0	0	
3.11	Railroad, Transit, and/or Airport Coordination	LS	1	0	0	
3.11.1	Aeronautical Evaluation	LS	1	0	0	
3.12	Landscape and Existing Vegetation Coordination	LS	1	0	0	
3.13	Other Project General Tasks	LS	1	0	0	
<b>3. Project Common and Project General Tasks Total</b>					<b>37</b>	
<b>3.6 - List of Project Manager Meetings</b>						
		<b>Units</b>	<b>No of Units</b>	<b>Hours/ Unit</b>	<b>Total Hours</b>	<b>Comments</b>
	Roadway Analysis	EA	1	1	1	
	Utilities	EA	1	1	1	
	Structures	EA	1	1	1	
	Signing & Pavement Marking	EA	1	2	2	
	Signalization	EA	1	2	2	
	Survey	EA	1	1	1	
	Geotechnical	EA	1	1	1	
	Phase Reviews	EA	2	2	4	
	Field Reviews	EA	2	2	4	
<b>Total Project Manager Meetings</b>			11		17	Total PM Meeting Hours carries to Task 3.6 above

**Project Activity 4: Roadway Analysis**

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

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
4.1	Typical Section Package	LS	0	4	0	included in original
4.5	Horizontal /Vertical Master Design Files	LS	1	8	8	1 x 8 hours
4.9	Temporary Traffic Control Plan Analysis	LS	1	4	4	1 x 4 hours
4.13	Design Variations and Exceptions	LS	0	0	0	
4.14	Design Report	LS	1	0	0	
4.15	Roadway Quantities for EQ Report	Length (Miles)	0.25	Calculated Hours	0	Use remaining budget
		Complexity	Low Range			
		Interchanges Rest Areas	1	42		
4.16	TTCP Quantities for EQ Report	Complexity	Simple	Calculated Hours	0	Use remaining budget
		Major Phases	3	8		
4.17	Cost Estimate	LS	1	4	4	
<b>Roadway Analysis Technical Subtotal</b>					<b>16</b>	

**Project Activity 4: Roadway Analysis**

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
4.20	Field Reviews	LS	1	8	8	
4.22	Technical Meetings	LS	1	12	12	Meetings are listed below
4.23	Quality Assurance/Quality Control	LS	%	5%	1	
4.25	Supervision	LS	%	5%	1	
<b>Roadway Analysis Nontechnical Subtotal</b>					<b>22</b>	
4.26	Coordination	LS	%	5%	2	
<b>4. Roadway Analysis Total</b>					<b>40</b>	

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

Carries to 4.21

Carries to Tab 3



**Project Activity 5: Roadway Plans**

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

Task No.	Task	Scale	Units	No. of Units or Sheet	Hours/ Unit or Sheet	Total Hours	Comments
5.1	Key Sheet		Sheet	1	2	2	modify key sheet
5.2	Typical Section Sheets						
5.2.1	Typical Sections		EA	0	6	0	
5.3	General Notes/Pay Item Notes		Sheet	0	8	0	
5.7	Plan Sheet		Sheet	2	4	8	modify plan sheet
5.18	Temporary Traffic Control Cross Section Sheets		EA	0	8	0	Typical Sections and Notes
5.23	Project Control Sheets		Sheet	0	4	0	
5.25	Utility Verification Sheets (SUE Data)		Sheet	0	6	0	
<b>Roadway Plans Technical Subtotal</b>						<b>10</b>	
5.26	Quality Assurance/Quality Control		LS			2	
5.27	Supervision		LS			2	
<b>5. Roadway Plans Total</b>						<b>14</b>	

**Project Activity 8: Environmental Permits**

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

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
8.15	Other Environmental Permits	LS	1	24	24	Resubmit FDOT RW Permit Application
<b>Environmental Permits and Environmental Clearances/Reevaluations Technical Subtotal</b>					<b>24</b>	
8.18	Technical Meetings	LS	1	8	8	Meetings are listed below
8.19	Quality Assurance/Quality Control	LS	%	5%	1	
8.20	Supervision	LS	%	5%	1	
<b>Environmental Permits and Environmental Clearances Nontechnical Subtotal</b>					<b>10</b>	
8.21	Coordination	LS	%	5%	2	
<b>8. Environmental Permits and Environmental Clearances Total</b>					<b>36</b>	

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	Comments	PM Attendance at Meeting Required?	Number
FDOT	EA	2	4	8			0
<b>Total Meetings</b>				<b>8</b>	<b>Total Project Manager Meetings (carries to Tab 3)</b>		<b>0</b>

Carries to 8.18

Carries to Tab 3

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

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

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
19.1	Traffic Data Analysis	LS	1	0	0	Examine Data supplied by others
19.3	Signing and Pavement Marking Master Design File	LS	1	16	16	Revise Toledo Blade
19.5	Sign Panel Design Analysis	EA	0	0	0	
19.7	S&PM Quantities for EQ Report	Length (Miles)	0.25	Calculated Hours	8	
		Complexity	Mid Range			
		Interchanges Rest Areas	1	21		
19.8	Cost Estimate	LS	1	0	0	use remaining budget
<b>Signing and Pavement Marking Analysis Technical Subtotal</b>					<b>24</b>	
19.11	Field Reviews	LS	1	0	0	
19.12	Technical Meetings	LS	1	0	0	
19.13	Quality Assurance/Quality Control	LS	%	5%	1	
19.15	Supervision	LS	%	5%	1	
<b>Signing and Pavement Marking Analysis Nontechnical Subtotal</b>					<b>2</b>	
19.16	Coordination	LS	%	5%	1	
<b>19. Signing and Pavement Marking Analysis Total</b>					<b>27</b>	

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

Carries to 19.12

Carries to Tab 3

## 20. Signing and Pavement Marking Plans

Task No.	Task	Project Parameter			Staff Hours	
		Description	Units	Complexity	Calculated	Negotiated
20.1	Key Sheet		1		4	0
	Signature Sheet		1		2	0
20.2	General Notes/Pay Item Notes		1	Standard	9	0
20.4	Plan Sheet	Length (Miles)	0.25	Mid Range	6	4
		Sig Intersection Mid-Block Xing	2		4	4
20.7	Guide Sign Data	Sign Panel	2		4	4
<b>S&amp;PM Plans Technical Hours Subtotal</b>					<b>29</b>	<b>12</b>
20.9	Quality Assurance/Quality Control	%	1	5%	1	1
20.10	Supervision	%	1	5%	1	1
<b>S&amp;PM Plans Total</b>						<b>14</b>

Carries to Summary Table

**Project Activity 21: Signalization Analysis**

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

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
21.1	Traffic Data Collection	LS	0	2	0	TMC's Supplied by Others
21.2	Traffic Data Analysis	PI	2	8	16	Run Sunchro & Develop Controller Timings + Clearances (+ One Controller SOP)
21.5	Reference and Master Signalization Design File	PI	1	8	8	Toledo Blade (Southbound Ramps)
21.7	Overhead Street Name Sign Design	EA	1	3	3	(1) Toledo Blade Blvd
21.8	Pole Elevation Analysis	LS	1	3	3	Toledo Blade (Southbound Ramps)
21.10	Signalization Quantities for EQ Report	Signalized Intersections	1	Calculated Hours 20	20	Toledo Blade (Southbound Ramps)
21.11	Cost Estimate	LS	0	12	0	
<b>Signalization Analysis Technical Subtotal</b>					<b>50</b>	
21.14	Field Reviews	LS	1	8	8	1 person @ 8hrs
21.15	Technical Meetings	LS	1	6	6	Meetings are listed below
21.16	Quality Assurance/Quality Control	LS	%	5%	3	
21.18	Supervision	LS	%	5%	3	
<b>Signalization Analysis Nontechnical Subtotal</b>					<b>20</b>	

**Project Activity 21: Signalization Analysis**

21.19	Coordination	LS	%	5%	4	
<b>21. Signalization Analysis Total</b>					<b>74</b>	

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

Carries to 21.15

Carries to Tab 3

## 22. Signalization Plans

Task No.	Task	Project Parameter			Staff Hours	
		Description	Units	Complexity	Calculated	Negotiated
22.1	Key Sheet		0		0	0
	Signature Sheet		0		0	0
22.2	General Notes/Pay Item Notes		0	Standard	0	0
22.3	Signalization Plan Sheets	Signalized Intersections	1	Mid Range	4	4
22.6	Guide Sign Data	Sign Panel	1		2	2
22.7	Special Details	Details	0	Simple	0	0
			1	Standard	2	2
			0	Complex	0	0
22.8	Service Point Details	Service Point	0	Simple	0	0
			1	Standard	8	8
22.10	Strain Pole Schedule	Span	1		2	2
22.12	Temporary Detection Sheet	Intersections	0		0	0
<b>Signalization Plans Technical Hours Subtotal</b>					<b>18</b>	<b>18</b>
20.13	Quality Assurance/Quality Control	%	1	5%	1	1
20.14	Supervision	%	1	5%	1	1
<b>Signalization Plans Total</b>						<b>20</b>

EXHIBIT - A

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

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

4.04 Design Survey:

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

The survey shall be limited to the areas described below:

- Toledo Blade Blvd. at I-75 – South 1,250 feet from I-75 on the west side of the R/W, and approximately 300 feet of the exit ramp on the west side of Toledo Blade. Total length of Survey/SUE limits is 1,550 feet.

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

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

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

4.04.1 Horizontal Control:

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

4.04.2 Vertical Control Survey:

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

4.04.3 Survey Baseline:

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

4.04.4 Baseline Referencing:

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

4.04.5 Topography:

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

4.04.6 Digital Terrain Model:

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

4.04.7 Subsurface Utilities:

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

4.04.8 Drainage Survey:

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

4.04.9 Right of Way Survey:

February 24, 2023

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

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

Exhibit "B"

Consultant's Pre-Negotiation Est.

Conzor Engineers, LLC

Name of Project: North Port Temp Traffic Signals - Additional topo at Toledo Blade Blvd  
 County: \_\_\_\_\_  
 FPN: 0  
 FAP No.: N/A

Contract No.: 0  
 N/A XX  
 Districtwide Master Contract # / FP ID: 0

Consultant Name: \_\_\_\_\_  
 Consultant No.: enter consultants proj. number  
 Date: 5/9/2024  
 Estimator: 0

Staff Classification	Total Staff Hours From "SH Summary - Firm"	Project Manager	Chief Engineer	Senior Engineer	Project Engineer	Engineer	Designer	Senior Tech.	Technician	Clerical	Work Class-10	Work Class-11	Work Class-12	Work Class-13	Principal Surveyor	Senior Project Surveyor	Survey Analyst 3	SH By Activity	Salary Cost By Activity	Average Rate Per Task
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$180.00	\$150.00	\$95.00		
3. Project Common & Project General Tasks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
4. Roadway Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
5. Roadway Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
6a. Drainage Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
6b. Drainage Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
7. Utilities	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
8a. Env. Permits	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
8b. Env. Compliance & Clearances	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
9. Structures - Misc. Tasks, Dwgs, Non-Tech.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
10. Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
13. Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
14. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
16. Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
17. Structures - Retaining Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
18. Structures - Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
19. Signing & Pavement Marking Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
20. Signing & Pavement Marking Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
21. Signalization Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
22. Signalization Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
23. Lighting Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
24. Lighting Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
25. Landscape Architecture Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
26. Landscape Architecture Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
27a. Survey- (Non-SUE) Field & Office Support	42	0	0	0	0	0	0	0	0	0	0	0	0	0	5	12	25	42	\$5,075	\$120.83
27b. Survey- (SUE) Field & Office Support	18	0	0	0	0	0	0	0	0	0	0	0	0	0	2	5	11	18	\$2,155	\$119.72
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
30. Terrestrial Mobile LIDAR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
35. Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
36. 3D Modeling	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
<b>Total Staff Hours</b>	<b>60</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>7</b>	<b>17</b>	<b>36</b>	<b>60</b>		
<b>Total Staff Cost</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,260.00</b>	<b>\$2,550.00</b>	<b>\$3,420.00</b>			<b>\$120.50</b>

Check = \$7,230.00

Survey Field Days by Subconsultant  
 4 - Person Crew:

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

SALARY RELATED COSTS:				\$7,230.00
OVERHEAD:		0.00%		\$0.00
OPERATING MARGIN:		0.00%		\$0.00
FCCM (Facilities Capital Cost Money):		0.0000%		\$0.00
EXPENSES (Includes Permit Legal Notices):		0.00%		\$0.00
Environmental Permit Fees: American Consulting Engineering of Florida, LLC				\$0.00
Survey Survey (Non-SUE) Field - if by Prime	6,2	3-person crew days @	\$1,624.00 / day	\$10,068.80
Survey (SUE-Designate) Field - if by Prime	1,5	3-person crew days @	\$1,640.00 / day	\$2,460.00
Survey (SUE-Locate) Field - if by Prime	1,1	3-person crew days @	\$1,710.00 / day	\$1,881.00
Survey (SUE-Survey) Field - if by Prime	0,7	3-person crew days @	\$1,624.00 / day	\$1,136.80
<b>SUBTOTAL SURVEY (PRIME) ESTIMATED FEE:</b>				<b>\$15,546.60</b>
<b>SUBTOTAL (PRIME) ESTIMATED FEE:</b>				<b>\$22,776.60</b>
Subconsultant: Sub 1				\$0.00
Subconsultant: Sub 2				\$0.00
Subconsultant: Sub 3				\$0.00
Subconsultant: Sub 4				\$0.00
Subconsultant: Sub 5				\$0.00
Subconsultant: Sub 6				\$0.00
Subconsultant: Sub 7				\$0.00
Subconsultant: Sub 8				\$0.00
Subconsultant: Sub 9				\$0.00
Subconsultant: Sub 10				\$0.00
Subconsultant: Sub 11				\$0.00
Subconsultant: Sub 12				\$0.00
<b>SUBTOTAL (SUBCONSULTANT/S) ESTIMATED FEE:</b>				<b>\$0.00</b>
<b>SUBTOTAL ESTIMATED FEE:</b>				<b>\$22,776.60</b>
Geotechnical Field and Lab Testing:				\$0.00
<b>SUBTOTAL ESTIMATED FEE:</b>				<b>\$22,776.60</b>
Optional Services:				\$0.00
<b>GRAND TOTAL ESTIMATED FEE:</b>				<b>\$22,776.60</b>

## Project Activity 27a. Survey (Non-SUE) (Firm)

Estimator: C&F/ Pat McCormack		(Drop down box)		North Port Temp Traffic Signals - Additional topo at Toledo Blade Blvd						
Consultant's Pre-Negotiation Est.										
Representing		Print Name							Signature / Date	
FDOT District:										
Consultant-C&F (Firm Initials)										
Task No.	Task	Units	No of Units	Field Crew Days/Unit	Crew Days	Field Support Hours / Crew Days	Field Support Hours	Office Support Hours / Crew Days	Office Support Hours	Comments
27.1	Horizontal Project Control (HPC)									Horizontal Project Control
	2-Lane Roadway	Mile	0.30	1.65	0.50	1.00	0.50	4.00	1.98	
	Multi-lane Roadway	Mile		0.00	0.00		0.00		0.00	
	Interstate	Mile			0.00		0.00		0.00	
27.2	Vertical PC / Bench Line									Vertical Project Control
	2-Lane Roadway	Mile	0.30	1.65	0.50	1.00	0.50	3.00	1.49	
	Multi-lane Roadway	Mile			0.00		0.00		0.00	
	Interstate	Mile			0.00		0.00		0.00	
27.3	Alignment and Existing R/W Lines									Alignment and Existing R/W with project limits
		Mile	0.30	4.00	1.20	1.00	1.20	4.00	4.80	
27.4	Aerial Targets			Units/Day						N/A
	2-Lane Roadway	EA			0.00		0.00		0.00	
	Multi-lane Roadway	EA			0.00		0.00		0.00	
	Interstate	EA			0.00		0.00		0.00	
27.5	Reference Points	"A"		Units/Day						See 27.3
	2-Lane Roadway	EA			0.00		0.00		0.00	
	Multi-lane Roadway	EA			0.00		0.00		0.00	
	Interstate	EA			0.00		0.00		0.00	
	Reference Points	"B"		Units/Day						
	Non Alignment Points/Approximate	EA			0.00		0.00		0.00	
27.6	Topography/DTM (3D)									DTM Survey of Toledo Blade Blvd. at I-75 – South 1,250 feet from I-75 on the west side of the R/W, and approximately 300 feet of the exit ramp on the west side of Toledo Blade. Total length of Survey/SUE limits is 1,550 feet. .
		EA	0.30	11.00	3.30	1.00	3.30	5.00	16.50	

**Project Activity 27a. Survey (Non-SUE) (Firm)**

Task No.	Task	Units	No of Units	Field Crew Days/Unit	Crew Days	Field Support Hours / Crew Days	Field Support Hours	Office Support Hours / Crew Days	Office Support Hours	Comments
27.7	Planimetric (2D)									N/A
		Mile			0.00		0.00		0.00	
27.8	Roadway Cross-Sections/Profiles									N/A
		Mile			0.00		0.00		0.00	
27.9	Side Street Surveys									N/A
		Mile			0.00		0.00		0.00	
27.10	Underground Utilities									<p align="center"><b>LEAVE THIS LINE ITEM BLANK ON THIS TAB.</b> Place data on "27. Survey (SUE)" tab</p>
	Designates	Mile/Site			0.00		0.00		0.00	
	Locates	Point			0.00		0.00		0.00	
	Survey		0%	0.00	0.00		0.00		0.00	
27.11	Outfall Survey									
		Mile			0.00		0.00		0.00	
27.12	Drainage Survey			Units/Day						See 27.6
		EA			0.00		0.00		0.00	
27.13	Bridge Survey									
	Minor / Major	EA			0.00		0.00		0.00	
27.14	Channel Survey									
		EA			0.00		0.00		0.00	
27.15	Pond Site Survey									
		EA			0.00		0.00		0.00	
27.16	Mitigation Survey									
		Mile			0.00		0.00		0.00	
27.17	Jurisdiction Line Survey									
		Mile			0.00		0.00		0.00	
27.18	Geotechnical Support			Units/Day						
		EA			0.00		0.00		0.00	

**Project Activity 27a. Survey (Non-SUE) (Firm)**

Task No.	Task	Units	No of Units	Field Crew Days/Unit	Crew Days	Field Support Hours / Crew Days	Field Support Hours	Office Support Hours / Crew Days	Office Support Hours	Comments
27.19	Sectional / Grant Survey									
		Corner			0.00		0.00		0.00	
		Mile			0.00		0.00		0.00	
27.20	Subdivision Location									
		Block			0.00		0.00		0.00	
27.21	Maintained R/W									
		Mile			0.00		0.00		0.00	
27.22	Boundary Survey									
		EA			0.00		0.00		0.00	
27.23	Water Boundary Survey									
		EA			0.00		0.00		0.00	
27.24	R/W Staking / R/W Line									N/A
		EA			0.00		0.00		0.00	
		Mile			0.00		0.00		0.00	
27.25	R/W Monumentation									
		Point			0.00		0.00		0.00	
27.26	Line Cutting									
		Mile			0.00					
27.27	Work Zone Safety									
			5.49	0.125	0.69					
27.28	Miscellaneous Surveys									
					0.00		0.00		0.00	
<b>27.a Survey (Non-SUE) Subtotal</b>				<b>Crew Days</b>	<b>6.18</b>	<b>Field Support Hours</b>	<b>5.49</b>	<b>Office Support Hours</b>	<b>24.77</b>	
27.29	Supplemental Surveys									THE % FOR SUPPLEMENTAL WILL BE DETERMINED AT NEGOTIATIONS. THIS ITEM CAN ONLY BE USED IF AUTHORIZED IN WRITING BY THE DISTRICT LOCATION SURVEYOR AND / OR HIS DESIGEE.
			0%	6.18	0.00		0.00		0.00	
27.30	Document Research	Units								
			8.00						8.00	

### Project Activity 27a. Survey (Non-SUE) (Firm)

Task No.	Task	Units	No of Units	Field Crew Days/Unit	Crew Days	Field Support Hours / Crew Days	Field Support Hours	Office Support Hours / Crew Days	Office Support Hours	Comments
27.31	Field Reviews	Units								
			0.00						0.00	
27.32	Technical Meetings	LS								DO NOT manually input specific values on this row. This line will be automatically computed by the tabulation at the bottom of this tab.
			0.00						0.00	
27.33	Quality Assurance / Quality Control	LS								
							5%		1.24	
27.34	Supervision	LS								
							5%		1.91	
27.35	Coordination	LS								
							3%		0.74	
<b>27a. Survey (Non-SUE) Total</b>				<b>Crew Days</b>	<b>6.2</b>	<b>Field Support Hours</b>	<b>5</b>	<b>Office Support Hours</b>	<b>37</b>	
<b>Total Hours (Field &amp; Office Support)=</b>									<b>42</b>	Field + Office Support= 42



**Project Activity 27a. Survey (Non-SUE) (Firm)**

Task No.	Task	Units	No of Units	Field Crew Days/Unit	Crew Days	Field Support Hours / Crew Days	Field Support Hours	Office Support Hours / Crew Days	Office Support Hours	Comments
<b>Technical Meetings</b>		<b>Units</b>	<b>No of Units</b>	<b>Hours/ Unit</b>	<b>Total Hours</b>	<b>PM Attendance at Meeting Required?</b> <small>(drop down box (Yes / No))</small>		<b>Number</b>	<b>Comments</b>	
	Kickoff Meeting with FDOT	EA	0	0	0	No		0	Columns D and E are for meetings for technical staff.	
	Baseline Approval Review	EA	0	0	0	No		0	"	
	Network Control Review	EA	0	0	0	No		0	"	
	Vertical Control Review	EA	0	0	0	No		0	"	
	Local Governments (cities, counties)	EA	0	0	0	No		0	"	
	Final Submittal Review	EA	0	0	0	No		0	"	
	Other Meetings	EA	0	0	0	No		0	"	
<b>Subtotal Technical Meetings</b>					<b>0</b>	<b>Subtotal PM Meetings</b>		<b>0</b>		
	Progress Meetings (if required by FDOT)	EA	0	0	0	**		--	** Project Manager attendance at progress, phase and field review meetings are manually entered on General Task 3	
	Phase Review Meetings	EA	0	0	0	**		--	** Project Manager attendance at progress, phase and field review meetings are manually entered on General Task 3	
<b>Total Meetings</b>			<b>Carries to 27.32=</b>		<b>0</b>	<b>Total PM Mtgs (carries to Tab 3)=</b>		<b>0</b>		

## Project Activity 27b. Survey (SUE) (Firm)

Estimator:		(Drop down box)							North Port Temp Traffic Signals - Additional topo at Toledo Blade Blvd		
<b>Consultant's Pre-Negotiation Est.</b>											
<b>Representing</b>		<b>Print Name</b>							<b>Signature / Date</b>		
FDOT District:											
Consultant-XXXX (Firm Initials)											
Task No.	Task	Units	No of Units	Field Crew Days/Unit	Crew Days	Field Support Hours / Crew Days	Field Support Hours	Office Support Hours / Crew Days	Office Support Hours	Comments	
27.1	Horizontal Project Control (HPC)									<b>THIS TAB IS FOR SURVEY (SUE) ONLY . SEE "27a. Survey (Non-SUE)" tab for all other Survey Tasks.</b>	
	2-Lane Roadway	Mile			0.00		0.00		0.00		
	Multi-lane Roadway	Mile			0.00		0.00		0.00		
	Interstate	Mile			0.00		0.00		0.00		
27.2	Vertical PC / Bench Line									Update distribution percentages on lower half of "Staff-Hour Summary - Grand Total" tab.	
	2-Lane Roadway	Mile			0.00		0.00		0.00		
	Multi-lane Roadway	Mile			0.00		0.00		0.00		
	Interstate	Mile			0.00		0.00		0.00		
27.3	Alignment and Existing R/W Lines										
		Mile			0.00		0.00		0.00		
27.4	Aerial Targets			Units/Day							
	2-Lane Roadway	EA			0.00		0.00		0.00		
	Multi-lane Roadway	EA			0.00		0.00		0.00		
	Interstate	EA			0.00		0.00		0.00		
27.5	Reference Points	"A"		Units/Day							
	2-Lane Roadway	EA			0.00		0.00		0.00		
	Multi-lane Roadway	EA			0.00		0.00		0.00		
	Interstate	EA			0.00		0.00		0.00		
	Reference Points	"B"		Units/Day							
	Non Alignment Points/Approximate	EA			0.00		0.00		0.00		
27.6	Topography/DTM (3D)										
		Mile			0.00		0.00		0.00		
27.7	Planimetric (2D)										
		Mile			0.00		0.00		0.00		
27.8	Roadway Cross-Sections/Profiles										
		Mile			0.00		0.00		0.00		

### Project Activity 27b. Survey (SUE) (Firm)

Task No.	Task	Units	No of Units	Field Crew Days/Unit	Crew Days	Field Support Hours / Crew Days	Field Support Hours	Office Support Hours / Crew Days	Office Support Hours	Comments
27.9	Side Street Surveys									
		Mile			0.00		0.00		0.00	
27.10	<b>Underground Utilities</b>									Level "B" SUE Designation for 1,550 LF x 3 utilities for a total length of 4,650' (0.88 miles). 8 Level "A" Test holes at EOR's request.
	Designates	Length	0.88	1.5086	1.33	1.00	1.33	1.00	1.33	
	Locates	Point	8	0.1250	1.00	1.00	1.00	3.00	3.00	
	Survey		25%	2.3300	0.58	1.00	0.58	3.00	1.74	
<b>SUE Sub-total:</b>					<b>2.91</b>					
27.11	Outfall Survey									
		Mile			0.00		0.00		0.00	
27.12	Drainage Survey			Units/Day						
		EA			0.00		0.00		0.00	
27.13	Bridge Survey									
	Minor / Major	EA			0.00		0.00		0.00	
27.14	Channel Survey									
		EA			0.00		0.00		0.00	
27.15	Pond Site Survey									
		EA			0.00		0.00		0.00	
27.16	Mitigation Survey									
		Mile			0.00		0.00		0.00	
27.17	Jurisdiction Line Survey									
		Mile			0.00		0.00		0.00	
27.18	Geotechnical Support			Units/Day						
		EA			0.00		0.00		0.00	
27.19	Sectional / Grant Survey									
		Corner			0.00		0.00		0.00	
		Mile			0.00		0.00		0.00	
27.20	Subdivision Location									
		Block			0.00		0.00		0.00	

**Project Activity 27b. Survey (SUE) (Firm)**

Task No.	Task	Units	No of Units	Field Crew Days/Unit	Crew Days	Field Support Hours / Crew Days	Field Support Hours	Office Support Hours / Crew Days	Office Support Hours	Comments
27.21	Maintained R/W				0.00		0.00		0.00	
		Mile								
27.22	Boundary Survey				0.00		0.00		0.00	
		EA								
27.23	Water Boundary Survey				0.00		0.00		0.00	
		EA								
27.24	R/W Staking / R/W Line				0.00		0.00		0.00	
		EA								
		Mile			0.00		0.00		0.00	
27.25	R/W Monumentation				0.00		0.00		0.00	Usually authorized as a post-construction Optional Service. If so, exclude it from original contract estimates and negotiations documentation, or keep on separate forms.
		Point								
27.26	Line Cutting				0.00					
		Mile								
27.27	<b>Work Zone Safety</b>					<b>Conversions</b>				
	Designates		1.33	0.1250	0.1663	= 1.33 hr.	= 80 min.			
	Locates		1.00	0.1250	0.1300	= 1.04 hr.	= 62 min.			
	Survey		0.58	0.1250	0.0700	= 0.56 hr.	= 34 min.			
SUE Sub-total:			2.91		0.3663	:Total Work Zone Safety				
27.28	Miscellaneous Surveys				0.00		0.00		0.00	
<b>27b. Survey (SUE Sub-total)</b>				Crew Days (Designate)	<b>1.50</b>	Field Support Hours	<b>1.33</b>	Office Support Hours	<b>1.33</b>	Crew Days (Designate) @ ( 1.33 ) + Work Zone Safety @ ( 0.1663 ) = 1.5 Crew Days
				Crew Days (Locates)	<b>1.13</b>		<b>1.00</b>		<b>3.00</b>	Crew Days (Locates) @ ( 1 ) + Work Zone Safety @ ( 0.13 ) = 1.13 Crew Days
				Crew Days (Survey)	<b>0.65</b>		<b>0.58</b>		<b>1.74</b>	Crew Days (Survey) @ ( 0.58 ) + Work Zone Safety @ ( 0.07 ) = 0.65 Crew Days
				(Work Zone Safety, Check)	0.37	Check:	2.91	Check:	6.07	Check, Sub-total Survey Days= 3.28 (Not Rounded)

**Project Activity 27b. Survey (SUE) (Firm)**

Task No.	Task	Units	No of Units	Field Crew Days/Unit	Crew Days	Field Support Hours / Crew Days	Field Support Hours	Office Support Hours / Crew Days	Office Support Hours	Comments
27.29	Supplemental Surveys									THE % FOR SUPPLEMENTAL WILL BE DETERMINED AT NEGOTIATIONS. THIS ITEM CAN ONLY BE USED IF AUTHORIZED IN WRITING BY THE DISTRICT LOCATION SURVEYOR AND / OR HIS DESIGEE.
	Designate		0%	1.50	0.00		0.00		0.00	
	Locates		0%	1.13	0.00		0.00		0.00	
	Survey		0%	0.65	0.00		0.00		0.00	
27.30	Document Research	Units								
			4.00						4.00	
27.31	Field Reviews	Units								
			4.00						4.00	
27.32	Technical Meetings	LS								DO NOT manually input specific values on this row. This line will be automatically computed by the tabulation at the bottom of this tab.
			0.00						0.00	
27.33	Quality Assurance / Quality Control	LS								
								5%	0.30	
27.34	Supervision	LS								
								5%	0.85	
27.35	Coordination	LS								
								3%	0.18	
<b>27b. Survey (SUE) Total</b>				Crew Days (Designate)	<b>1.5</b>	Field Support Hours	<b>3</b>	Office Support Hours	<b>15</b>	
				Crew Days (Locates)	<b>1.1</b>					
				Crew Days (Survey)	<b>0.7</b>					
<b>Total Hours (Field &amp; Office Support)=</b>									<b>18</b>	Field + Office Support= 18

**Project Activity 27b. Survey (SUE) (Firm)**

Task No.	Task	Units	No of Units	Field Crew Days/Unit	Crew Days	Field Support Hours / Crew Days	Field Support Hours	Office Support Hours / Crew Days	Office Support Hours	Comments
<b>Technical Meetings</b>		<b>Units</b>	<b>No of Units</b>	<b>Hours/ Unit</b>	<b>Total Hours</b>	<b>PM Attendance at Meeting Required?</b> <small>(drop down box (Yes / No))</small>		<b>Number</b>	<b>Comments</b>	
	Kickoff Meeting with FDOT	EA	0	0	0	No		0	Columns D and E are for meetings for technical staff.	
	Baseline Approval Review	EA	0	0	0	No		0	"	
	Network Control Review	EA	0	0	0	No		0	"	
	Vertical Control Review	EA	0	0	0	No		0	"	
	Local Governments (cities, counties)	EA	0	0	0	No		0	"	
	Final Submittal Review	EA	0	0	0	No		0	"	
	Other Meetings	EA	0	0	0	No		0	"	
<b>Subtotal Technical Meetings</b>					<b>0</b>	<b>Subtotal PM Meetings</b>		<b>0</b>		
	Progress Meetings (if required by FDOT)	EA	0	0	0	**		--	** Project Manager attendance at progress, phase and field review meetings are manually entered on General Task 3	
	Phase Review Meetings	EA	0	0	0	**		--	** Project Manager attendance at progress, phase and field review meetings are manually entered on General Task 3	
<b>Total Meetings</b>			<b>Carries to 27.32=</b>		<b>0</b>	<b>Total PM Mtgs (carries to Tab 3)=</b>		<b>0</b>		

May 10, 2024

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

Attention: William Adams

RE: **PROPOSAL TO PROVIDE ADDITIONAL GEOTECHNICAL SERVICES**

Proposed Temporary Traffic Signals  
I-75 & Toledo Blade Blvd Ramps  
North Port, Sarasota County; Florida  
**UES Proposal Number:** 1130.0524.00005

Universal Engineering Sciences, LLC. (UES) appreciates this opportunity to submit this proposal to provide additional 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 design of four (4) temporary signals (single point/concrete strain poles) for the I-75 and Toledo Blade Blvd. northbound and southbound ramps (2 poles at each of the ramps) located in North Port, FL.

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
- Two (2) SPT borings to a depth of 30 feet below grade for the poles at I-75 & Toledo Blade Blvd ramps
- Limited MOT
- All boring locations will be backfilled/grouted to grade upon work completion



Standard Penetration Test (ASTM D 1586) will be performed in the boring continuous to a depth of 10 feet and at five 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 & estimated seasonal high groundwater level
- Foundation recommendations and soil bearing capacity
- Soil Design Parameters (soil unit weight and friction angle or soil shear strength)
- Laboratory testing results

## SCHEDULE

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

## FEE

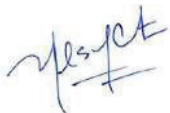
UES is prepared to perform the geotechnical exploration for the total fee of **\$6,700.00**.

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

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

Sincerely,

**UNIVERSAL ENGINEERING SCIENCES, LLC.**



Yudelsy Epler  
Project Engineer



Robert Gomez, P.E.  
Regional Manager



**UNIVERSAL ENGINEERING SCIENCES, LLC.**  
Work Authorization / Proposal Acceptance Form

**PLEASE SIGN AND RETURN ONE COPY**

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

<b>PROJECT NAME:</b>	Temporary Traffic Signals at I-75 & Toledo Blade Blvd- GEO- 5.3.24		
<b>PROJECT LOCATION:</b>	I-75 & Toledo Blade Blvd Ramps, 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.: 1130.0524.00005**  
**Total Service Estimate = \$ 6,700.00**

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

A. Universal General Conditions.

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

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

**A. 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 \_\_\_\_\_ 2024.

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

**BY (signature):** \_\_\_\_\_ **BY (signature):** \_\_\_\_\_

**NAME:** \_\_\_\_\_ **NAME: Robert I. Gomez**

**TITLE:** \_\_\_\_\_ **TITLE: Branch Manager**

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

- 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 Universal Engineering Sciences' 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. Universal Engineering Sciences would be pleased to perform these services at additional cost, if you desire.

**SECTION 1: RESPONSIBILITIES** 1.1 *Universal Engineering Sciences, LLC*, and its subsidiaries and 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 \$400.00, 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 \$800.00, 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.**

Proposed Schedule (Dependant upon NTP by or prior to Begin Work)

5239777 North Port Interchanges

Begin Work

~~7/3/2023~~

kickoff (by or before)

7/10/2023

Pre-Application Meeting (Will adjust per FDOT availability)

8/2/2023

90% Plans/Permit Application

8/16/2023

90% Review

9/16/2023

2024

100% Plans/Responses to Comments

10/7/2023

100% Review

11/6/2023

Final Plans

~~11/20/2023~~