



# CITY OF NORTH PORT



## CONTRACT/AGREEMENT AMENDMENT FORM

**Amendment No.:** Eight (8)

**City's Contract No./ Agreement No.:** 2015-19

**Commission Meeting Date:** 2/20/2024

**Purchase Order No.:** 046574

**Project Name:** Price Boulevard Widening Phase I

**Originating Department/Division:** Public Works/Engineering

**Point of Contact/Project Manager:** Anthony Friedman

**Contractor:** American Consulting Engineers of Florida, LLC

**Amendment required as a result of:**

☐ Changed/Unforeseen Conditions

☐ Errors and Omissions

☒ Change in Scope

☒ Time Extension/Deletion

☒ Change in Price (+/-)

☐ Owner's Request

**Please complete the following sections, and attach additional pages as necessary:**

**Explanation of Request (What is changing? Include effect on completion time):**

The scope is being expanded to include the design for road widening and its associated drainage infrastructure for the approximately 1500-foot gap between the proposed four-lane section at the Myakkahatchee Creek bridge and the existing four-lane section at the Sumter Boulevard Intersection.

**Reason for Amendment (Why is it changing?):**

There are currently two ongoing portions of the Price Boulevard Widening Project under design, which are being prepared as separate sets of construction plans. The first is the primary portion of the widening project between Sumter and Toledo Blade Boulevards and the second is the bridge replacement over the Myakkahatchee Creek. The proposed bridge replacement at the Myakkahatchee Creek will accommodate the future cross section of Price Boulevard which includes four-lanes of traffic and one two-way-left-turn-lane. The existing intersection of Price Boulevard and Sumter Boulevard also accommodates four lanes of thru traffic on Price Boulevard. The current design limits leave an approximately 1500-foot gap of two-lane road between the two four-lane sections provided by the intersection and the bridge widening. To maximize the efficiency of the design process, establish drainage infrastructure that will support the final design of the roadway, and have the ability to utilize the full four-lane capacity of the replacement bridge, it is recommended that the design limits be expanded to eliminate this gap and allow for a continuous four-lane Price Boulevard from the Myakkahatchee Creek Bridge all the way to Toledo Blade Boulevard.

Please note that this amendment will only affect the Myakkahatchee Creek bridge portion of the design and will have no impact to the timeline of the widening of Price Boulevard between Sumter and Toledo Blade.

**Attachments (list documents supporting change):**

1. Scope and Fee Schedule

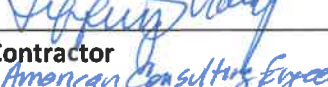
Please fill in the information below as applicable. You must double-click the chart to open in Excel before entering data.

Account Number	Project Number	Amount
144-5000-541.31-05	R15PW1	\$218,988.00

CHANGE IN CONTRACT PRICE		CONTINGENCY FUNDS	
Please fill in the information below as applicable. You must double-click the chart to open in Excel before entering data.			
Original Contract Amount:	\$2,394,028.31	Use of Contingency Funds? (Yes or No)	No
Last Approved Amendment #	1 through 7	Original Contingency Amount:	
Last Approved Change Order #			
Prior Approved Amount: Amendments	\$1,936,319.66	Approved Use of Contingency Amount:	
Prior Approved Amount: Change Orders			
Current Contract Price:	\$4,330,347.97	This (Decrease)/Increase:	
This Change Add/(Deduct):	\$218,988.00		
Total Contract Amount w/ this change (pending approval):	\$4,549,335.97	Contingency Balance w/ this change approved:	\$0.00

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

**RECOMMENDED:**

By:  12/12/23  
Contractor Date  
*American Consulting Engineers of FL, LLC*

**APPROVED:**

Chuck  
By: Speake  
Digitally signed by Chuck Speake  
Date: 2023.12.26 11:49:01 -05'00'

Department Director Date  
Alla V. Skipper

By: Skipper  
Digitally signed by Alla V. Skipper  
Date: 2023.12.26 16:43:25 -05'00'

Purchasing Date  
By:  Date: 2023.12.28 14:03:04 -05'00'

Assistant City Manager Date

By: \_\_\_\_\_  
City Clerk Date

By: Anthony Friedman  
Digitally signed by Anthony Friedman  
Date: 2023.12.12 16:57:55 -05'00'

Lisa  
By: Herrmann  
Digitally signed by Lisa Herrmann  
Date: 2023.12.27 15:38:11 -05'00'

Budget Administrator Date  
Kimberly Williams

By: Williams  
Digitally signed by Kimberly Williams  
Date: 2023.12.27 18:59:19 -05'00'

Finance Director Date

By: \_\_\_\_\_  
City Manager Date

By: \_\_\_\_\_  
City Attorney Date



## **Scope of Services**

Professional Services Agreement

Price Boulevard

City of North Port RFP No. 2015-19

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## Attachments

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

## INTRODUCTION

The City of North Port executed a contract with Charlotte Engineering and Survey, a Florida corporation and wholly owned subsidiary of 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. The original scope and supplementals thereto, through Supplemental Agreement No. 5, was completed in June of 2021. Since that time there has been construction within the corridor and desirable design improvements have been identified as well as the replacement of the bridge over the Myakkahatchee Creek which was added under Supplemental Agreement No. 6, on or around January 26, 2023. Further evaluation of the replacement of the bridge over the Myakkahatchee Creek determined that it is desirable to extend the limits of improvements to connect to the existing four-lane divided roadway, just west of Sumter Boulevard, approximately 0.5 mile east of the Myakkahatchee Creek. This supplemental scope of services is to provide the design, permitting, survey and plans preparation services required to extend the project limits. The map provided below identifies the adjusted limits of improvements.



The following services are to be provided by the CONSULTANT or the CONSULTANT's team which includes sub-consultants providing Survey, Utility Investigation, and Geotechnical exploration and analysis.

## **DESCRIPTION OF SUPPLEMENTAL SERVICES**

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

### **1. PROJECT GENERAL TASKS**

The CONSULTANT will manage the contract and provide coordination for additional work limits and an extended contract duration.

### **2. ROADWAY ANALYSIS AND PLANS**

The CONSULTANT will extend the limits of the ultimate four-lane roadway approximately 0.5 mile to the east to connect to the existing four-lane section just west of Sumter Boulevard.

### **3. DRAINAGE ANALYSIS AND PLANS**

The CONSULTANT will design and prepare plans for a conveyance system for the added limits as well as an offsite stormwater management facility (pond).

### **4. UTILITIES**

The CONSULTANT will evaluate potential utility conflicts for the added limits.

### **5. SIGNING AND PAVEMENT MARKING ANALYSIS AND PLANS**

The CONSULTANT will design and prepare signing and pavement marking plans for the added limits.

### **6. SURVEY AND UTILITY DESIGNATION**

The CONSULTANT's subconsultant, Cumbey & Fair, will provide survey and utility designation for the added limits of the roadway as well as the pond site in accordance with their attached scope of work.

### **7. GEOTECHNICAL SERVICES**

The CONSULTANT's subconsultant, Universal Engineering, will provide geotechnical services in accordance with their attached scope of work.

## **SECTION 2 DESIGN PHASES AND SUBMITTALS**

The design phase submittals with the added limits are proposed to begin with 60% since the details worked out during the already completed 30% design phase will be applicable to the extended limits.

Submittals will include: 60%, Permit, 90%, 100% and Final plans. The submittal details will be in accordance with the previously approved scope of services.

### **SECTION 3 MEETINGS AND COORDINATION**

Meetings and coordination will include phase review meetings, monthly progress reports, City Commission Meetings, and general coordination as required over the life of the contract.

### **SECTION 4 PROJECT SCHEDULE**

The project schedule for the Myakkahatchee Creek Bridge will be extended by 12 months.

### **SECTION 5 COST PROPOSAL**

The services described herein shall be provided for a lump sum cost as follows: \$218,988.00. A detailed estimate of work effort and sub-consultant information accompanies this proposal.

The cost proposal herein does not include costs for permit application fees to respective environmental 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:		Price Blvd. Supplemental Agreement No. 8										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
		\$275.00	\$275.00	\$188.00	\$114.00	\$111.00	\$196.00	\$102.00	\$198.00	\$0.00	\$0.00			
3. Project General and Project Common Tasks	84	84	0	0	0	0	0	0	0	0	0	84	\$23,100	\$275.00
4. Roadway Analysis	371	56	19	111	111	74	0	0	0	0	0	371	\$62,361	\$168.09
5. Roadway Plans	138	21	7	41	41	28	0	0	0	0	0	138	\$23,190	\$168.04
6a. Drainage Analysis	166	25	8	50	50	33	0	0	0	0	0	166	\$27,838	\$167.70
6b. Drainage Plans	91	14	5	27	27	18	0	0	0	0	0	91	\$15,377	\$168.98
7. Utilities	24	4	1	7	7	5	0	0	0	0	0	24	\$4,044	\$168.50
8. Environmental Permits, and Env. Clearances	67	7	0	27	0	0	13	20	0	0	0	67	\$11,589	\$172.97
19. Signing & Pavement Marking Analysis	81	12	4	24	24	17	0	0	0	0	0	81	\$13,535	\$167.10
20. Signing & Pavement Marking Plans	20	3	1	6	6	4	0	0	0	0	0	20	\$3,356	\$167.80
<b>Total Staff Hours</b>	1,042	226	45	293	266	179	13	20	0	0	0	1,042		
<b>Total Staff Cost</b>		\$62,150.00	\$12,375.00	\$55,084.00	\$30,324.00	\$19,869.00	\$2,548.00	\$2,040.00	\$0.00	\$0.00	\$0.00		<b>\$184,390.00</b>	<b>\$176.96</b>
Check =													\$184,390.00	
<b>SUBTOTAL ESTIMATED FEE:</b>														<b>\$184,390.00</b>
Subconsultant: Cumbey & Fair														<b>\$19,998.00</b>
Subconsultant: Universal														<b>\$14,600.00</b>
<b>GRAND TOTAL ESTIMATED FEE:</b>														<b>\$218,988.00</b>

**Project Activity 3: General Tasks**

Estimator: Bill Adams

Price Boulevard

SA#6

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
3.1.11	Other Agency Meetings	LS	4	2	8	2 SWFWMD, USACOE, FWC
3.1 Public Involvement Subtotal					8	
3.3.1	Specifications Package Preparation	LS	0	12	0	N/A Incl. in original
3.4	Contract Maintenance and Project Documentation	LS	1	60	60	12 months @ 5 hours each
3.6	Prime Consultant Project Manager Meetings	LS	1	16	16	See listing below

**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	To be separate hourly agreement
3.9	Digital Delivery	LS	1	0	0	N/A Incl. in original
<b>3. Project Common and Project General Tasks Total</b>					<b>84</b>	

3.6 - List of Project Manager Meetings	Units	No of Units	Hours/ Unit	Total Hours	Comments
Roadway Analysis	EA	2	4	8	
Drainage	EA	0	4	0	
Utilities	EA	2	4	8	
<b>Total Project Manager Meetings</b>		8		16	Total PM Meeting Hours carries to Task 3.6 above

**Notes:**

1. If the hours per meeting vary in length (hours) enter the average in the hour/unit column.
2. Do not double count agency meetings between permitting agencies.
3. Project manager meetings are calculated in each discipline sheet and brought forward to Column D, except for Photogrammetry.



**Project Activity 4: Roadway Analysis**

Estimator: Bill Adams

Price Boulevard

SA#6

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
4.5	Horizontal /Vertical Master Design Files	LS	1	80	80	Extend full typical 2200 feet
4.8	Cross Section Design Files	LS	1	55	55	
4.9	Temporary Traffic Control Plan Analysis	LS	1	40	40	
4.10	Master TTCP Design Files	LS	1	32	32	Four phases at 8 hours each
4.15	Quantities for EQ Report	LS	1	60	60	
4.16	Cost Estimate	LS	1	24	24	8 hours for initial and 4 hours each for 4 future updates
Roadway Analysis Technical Subtotal					291	

**Project Activity 4: Roadway Analysis**

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
4.19	Field Reviews	LS	1	16	16	
4.21	Technical Meetings	LS	1	16	16	Meetings are listed below
4.22	Quality Assurance/Quality Control	LS	%	5%	15	
4.24	Supervision	LS	%	5%	15	
<b>Roadway Analysis Nontechnical Subtotal</b>					<b>62</b>	
4.25	Coordination	LS	%	5%	18	
<b>4. Roadway Analysis Total</b>					<b>371</b>	

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	Comments	PM Attendance at Meeting Required?	Number
Phase Review Meetings	EA	4	4	16	PM attendance at Phase Review Meetings is manually entered on General Task 3		--
<b>Total Meetings</b>				<b>16</b>	<b>Total Project Manager Meetings (carries to Tab 3)</b>		<b>2</b>

Carries to 4.21

Carries to Tab 3

**Project Activity 5: Roadway Plans**

Estimator: Bill Adams

Price Boulevard

SA#6

Task No.	Task	Scale	Units	No. of Units or Sheet	Hours/ Unit or Sheet	Total Hours	Comments
5.2.1	Typical Sections		EA	1	8	8	typical section adjustments
5.6	Profile Sheet	40	Sheet	4	6	24	
5.7	Plan Sheet	40	Sheet	4	6	24	
5.16	Cross Sections		EA	44	0.5	22	
5.17	Temporary Traffic Control Plan Sheets		Sheet	16	3	48	4 phases x 4 additional sheets
<b>Roadway Plans Technical Subtotal</b>						<b>126</b>	
5.26	Quality Assurance/Quality Control		LS	%	5%	6	
5.27	Supervision		LS	%	5%	6	
<b>5. Roadway Plans Total</b>						<b>138</b>	

**Project Activity 6a: Drainage Analysis**

Estimator:

Price Boulevard

SA#6

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
6a.1	Drainage Map Hydrology	Per Map	1	24	24	for added limits
6a.9	Design of Storm Drains	EA	12	3	36	
6a.13	Drainage Design Documentation Report	LS	1	8	8	for added limits

**Project Activity 6a: Drainage Analysis**

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
6a.15	Temporary Drainage Analysis	LS	1	16	16	For TTCP phasing
6a.16	Quantities for EQ Report	Drainage Structures	12	Calculated Hours	8	
		Phase 2 Submittal		8		
6a.17	Cost Estimate	LS	1	8	8	
<b>Drainage Analysis Technical Subtotal</b>					<b>136</b>	
6a.24	Field Reviews	LS	1	8	8	
6a.27	Quality Assurance/Quality Control	LS	%	5%	7	
6a.29	Supervision	LS	%	5%	7	
<b>Drainage Analysis Nontechnical Subtotal</b>					<b>22</b>	
6a.30	Coordination	LS	%	5%	8	
<b>6a. Drainage Analysis Total</b>					<b>166</b>	

**6b. Drainage Plans**

Estimator:		<b>6b. Drainage Plans Staff Hours</b>							Price Boulevard SA#6
<b>Representing</b>		<b>Print Name</b>				<b>Signature / Date</b>			
FDOT District									
Consultant Name									
NOTE: Signature Block is optional, per District preference									
Task No.	Task	Project Parameter			Staff Hours				Documentation
		Description	Units	Complexity	Calculated	Department	Consultant	Negotiated	Provide documentation when negotiated hours differ from the calculated hours.
6b.1	Drainage Map (Including Interchanges)	Length (Miles)	0.50	Mid Range	12	0	12	12	
6b.2	Bridge Hydraulics Recommendation Sheets	Bridges	0		0	0	0	0	
6b.3	Drainage Structures	Drainage Structures	12		30	0	30	30	
		Details	2						
6b.4	Lateral Ditches	Ditches	0	Standard	0	0	0	0	
			0	Complex					
		Cross Section Alignments	0						
6b.5	Retention/Detention/Floodplain Compensation Ponds	Ponds	1	Standard	28	0	28	28	
			0	Complex					
		Cross Section Alignments	2						
6b.6	Erosion Control Plan	Length (Miles)	0.50	Mid Range	1	0	1	1	
6b.7	SWPPP		Yes	Standard	6	0	6	6	
<b>Drainage Plans Technical Subtotal</b>					<b>77</b>	<b>0</b>	<b>77</b>	<b>77</b>	
6b.8	Quality Assurance/Quality Control	%	5%		10	0	10	10	
6b.9	Supervision	%	5%		4	0	4	4	
<b>6. Drainage Plans Total</b>					<b>91</b>	<b>0</b>	<b>91</b>	<b>91</b>	

**Project Activity 7: Utilities**

Estimator: Bill Adams

Price Boulevard  
SA#6

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours		Comments
7.3	Make Utility Contacts	LS	1	8	8		added limits
7.9	Utility Design Meeting	LS	0	4	0		
7.10	Review Utility Markups & Work Schedules, and Processing of Schedules & Agreements	LS	1	8	8		added limits
7.11	Utility Coordination/Followup	LS	1	8	8		added limits
7.15	Contract Plans to UAO(s)	LS	0	4	0		
7.16	Certification/Close-Out	LS	0	8	0		
7. Utilities Total					24		

**Project Activity 8: Environmental Permits**

Estimator: Bill Adams

Price Boulevard

SA#6

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
	<b>Environmental Permits and Environmental Clearances</b>					
8.1	Preliminary Project Research	LS	0		0	included in prior scope
	<b>Permits</b>					
8.2	<b>Field Work</b>					
8.2.2	Establish Wetland Jurisdictional Lines and Assessments	LS	1	12	12	
8.2.3	Species Surveys	LS	1	16	16	
8.3	Agency Verification of Wetland Data	LS	1	16	16	
8.4	<b>Complete And Submit All Required Permit Applications</b>					
8.4.1	Complete and Submit All Required Wetland Permit Applications	LS	1	0	0	Section 404 Nationwide Permit either through FDEP or USACOE, and ERP
8.5	Coordinate and Review Dredge and Fill Sketches	LS	1	0	0	
8.6	<b>Complete and Submit Documentation for Coordination and/or USCG Permit Application</b>					
	<b>Environmental Clearances/Reevaluations</b>					
<b>Environmental Permits and Environmental Clearances/Reevaluations Technical Subtotal</b>					<b>44</b>	
8.18	Technical Meetings	LS	1	16	16	Meetings are listed below
8.19	Quality Assurance/Quality Control	LS	%	5%	2	
8.20	Supervision	LS	%	5%	2	
<b>Environmental Permits and Environmental Clearances Nontechnical Subtotal</b>					<b>20</b>	
8.21	Coordination	LS	%	5%	3	
<b>8. Environmental Permits and Environmental Clearances Total</b>					<b>67</b>	

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	Comments	PM Attendance at Meeting Required?	Number
WMD	EA	2	4	8			2
FDEP	EA	2	4	8			0
<b>Total Meetings</b>				<b>16</b>	<b>Total Project Manager Meetings (carries to Tab 3)</b>		<b>4</b>

Carries to 8.18

Carries to Tab 3



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

Estimator: Bill Adams

Price Boulevard

SA#6

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
19.3	Signing and Pavement Marking Master Design File	LS	1	55	55	
19.7	Quantities for EQ Report	LS	1	8	8	
19.8	Cost Estimate	LS	1	4	4	
<b>Signing and Pavement Marking Analysis Technical Subtotal</b>					<b>67</b>	
19.11	Field Reviews	LS	1	4	4	
19.13	Quality Assurance/Quality Control	LS	%	5%	3	
19.15	Supervision	LS	%	5%	3	
<b>Signing and Pavement Marking Analysis Nontechnical Subtotal</b>					<b>10</b>	
19.16	Coordination	LS	%	5%	4	
<b>19. Signing and Pavement Marking Analysis Total</b>					<b>81</b>	

**Project Activity 20: Signing and Pavement Marking Plans**

Estimator: Bill Adams

Price Boulevard

SA#6

Task No.	Task	Scale	Units	No of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
20.1	Key Sheet		Sheet	0	4	0	0	included in original
20.2	General Notes/Pay Item Notes		Sheet	0	4	0	0	included in original
20.4	Plan Sheet		Sheet	3	6	3	18	
<b>Signing and Pavement Marking Plans Technical Subtotal</b>						<b>3</b>	<b>18</b>	
20.12	Quality Assurance/Quality Control		LS	%	5%		1	
20.13	Supervision		LS	%	5%		1	
<b>20. Signing and Pavement Marking Plans Total</b>						<b>3</b>	<b>20</b>	



# CUMBEY & FAIR, INC.

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

October 18, 2023

**William L. Adams, PE**

Project Manager/Principal  
American Consulting Professionals, LLC  
2041 Vista Parkway, Suite 101  
West Palm Beach, FL 33411  
Phone: 561.253.9567

**Re: Proposal/Scope for Survey/SUE Services for Additional  
Topo on City of Northport Project along Price Blvd East of  
Myakkahatchee Creek**

**Scope of Services**

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

- Provide Topo data from the exiting end of Survey at Eagles Flight Way/Creek Nine Drive to Station 141+50 (Approx. 2,200').
- Topo Survey data within the project limits (See Attachment "A" area in red) to include the following: depict all ditches, driveways, bridges, above-ground utilities, ground shots, edge of water, fences, sidewalks, culverts, drainage structures, inverts, curbs, edges of pavement, paved ditches, water meters, valves, junction boxes, manholes, power/light poles, mailboxes, and any other significant feature within the survey limits.
- Topo lateral limits shall be from R/W to R/W.
- Provide Topo for Pond Site (Approx. 3 acres).
- SUE Quality Level "B" Designation.
- Provide up to 12 SUE Quality Level "A" Test Holes (VVH – verified vertical and horizontal) at EOR's request.
- 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.
- SUE Survey for all Quality Level "B" Designation and Quality Level "A" Test Holes
- 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 Surveyor's Report.



# CUMBEY & FAIR, INC.

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

## **Survey and SUE Fee Estimate**

Classification	Rate	Hours	Total
<b>OFFICE</b>			
Senior Surveyor & Mapper	\$174.00	5	\$870
Surveyor & Mapper	\$145.00	8	\$1,160
Survey Technician	\$90.00	72	\$6,480
<b>FIELD</b>			
3-Person Survey Crew	\$180.00	80	\$14,400
SUE Crew	\$170.00	40	\$6,800
		<b>Total</b>	<b>\$29,710</b>

The total Lump Sum Fee Estimate is **\$29,710.00**

Proposed Survey Services will be delivered within forty (40) 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)



# CUMBEY & FAIR, INC.

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

## Attachment "A"



## Pond Site



CIVIL ENGINEERS

LAND SURVEYORS

PLANNERS

October 23, 2023

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

Attention: William Adams

RE: **PROPOSAL TO PROVIDE GEOTECHNICAL SERVICES**  
Proposed Bridge Replacement Widening/Reconstruction & Pond  
Price Boulevard  
North Port, Sarasota County; Florida  
**UES Proposal Number:** 1130.1023.00046

Universal Engineering Sciences, LLC. (UES) appreciates this opportunity to submit this proposal to provide geotechnical services at the above referenced project. Our understanding of this project with our proposed scope of services and cost estimates, are presented below.

## **PROJECT DESCRIPTION**

The project under consideration involves the design of one (1) stormwater management pond, and the widening of the limits of the Price Boulevard bridge replacement to construct the full 4-lane divided section to connect to the existing 4-lane divided section to the west (approximately 0.5 miles). Aerial plans showing the project area were provided to us.

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

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
- Five (5) SPT borings to a depth of 15 feet below grade along the roadway shoulders
- Two (2) SPT borings to a depth of 35 feet below grade within the pond area
- Four (4) pavement cores
- 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
- Site preparation recommendations
- Pavement recommendations
- Existing asphalt/base thickness
- Fill Suitability
- Depth of the confining layer
- Soil Design Parameters
- Laboratory testing results

## **SCHEDULE**

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

## **FEE**

UES is prepared to perform the geotechnical exploration for the total fee of **\$14,600.00**.

**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



# Untitled Map

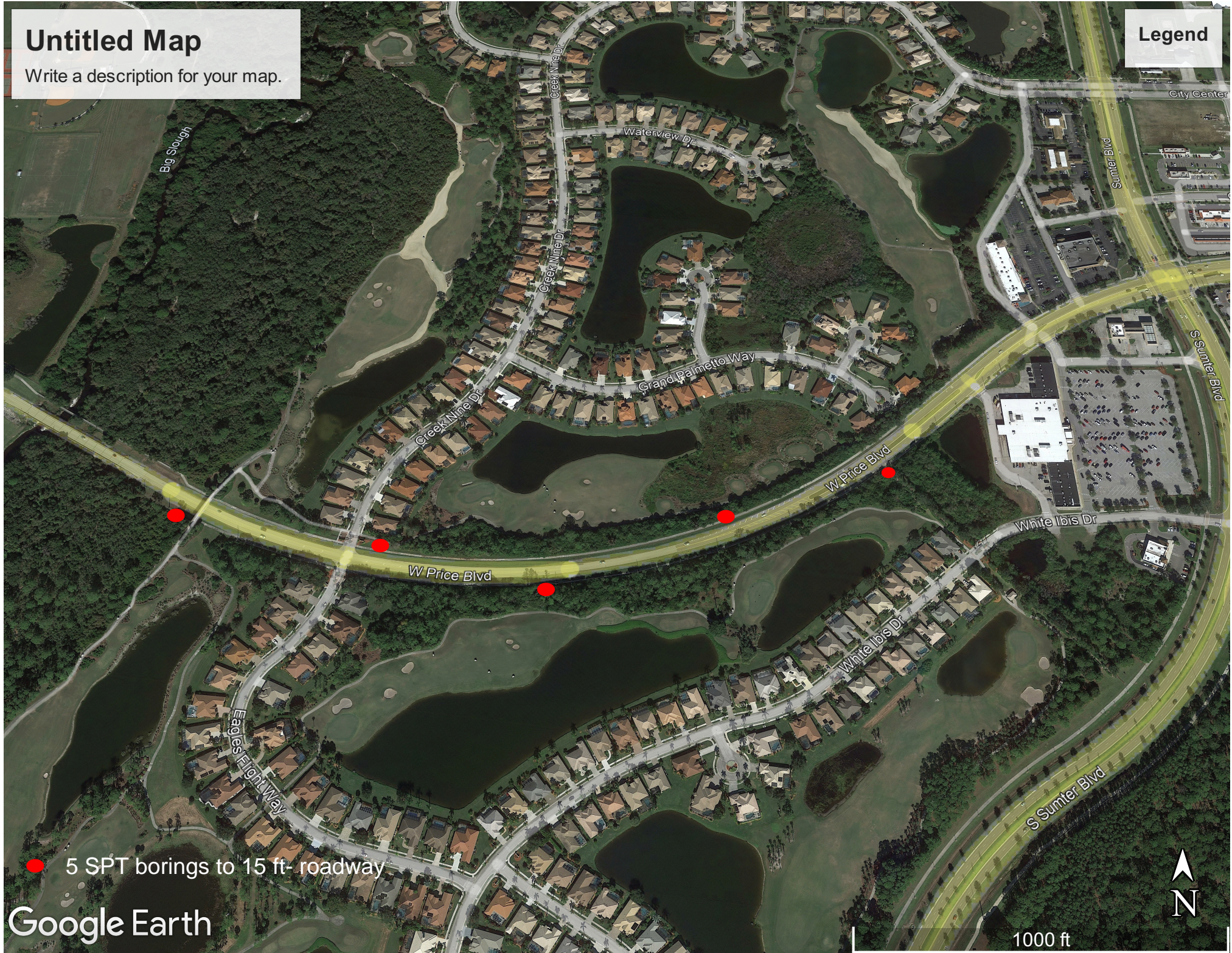
Write a description for your map.

## Legend

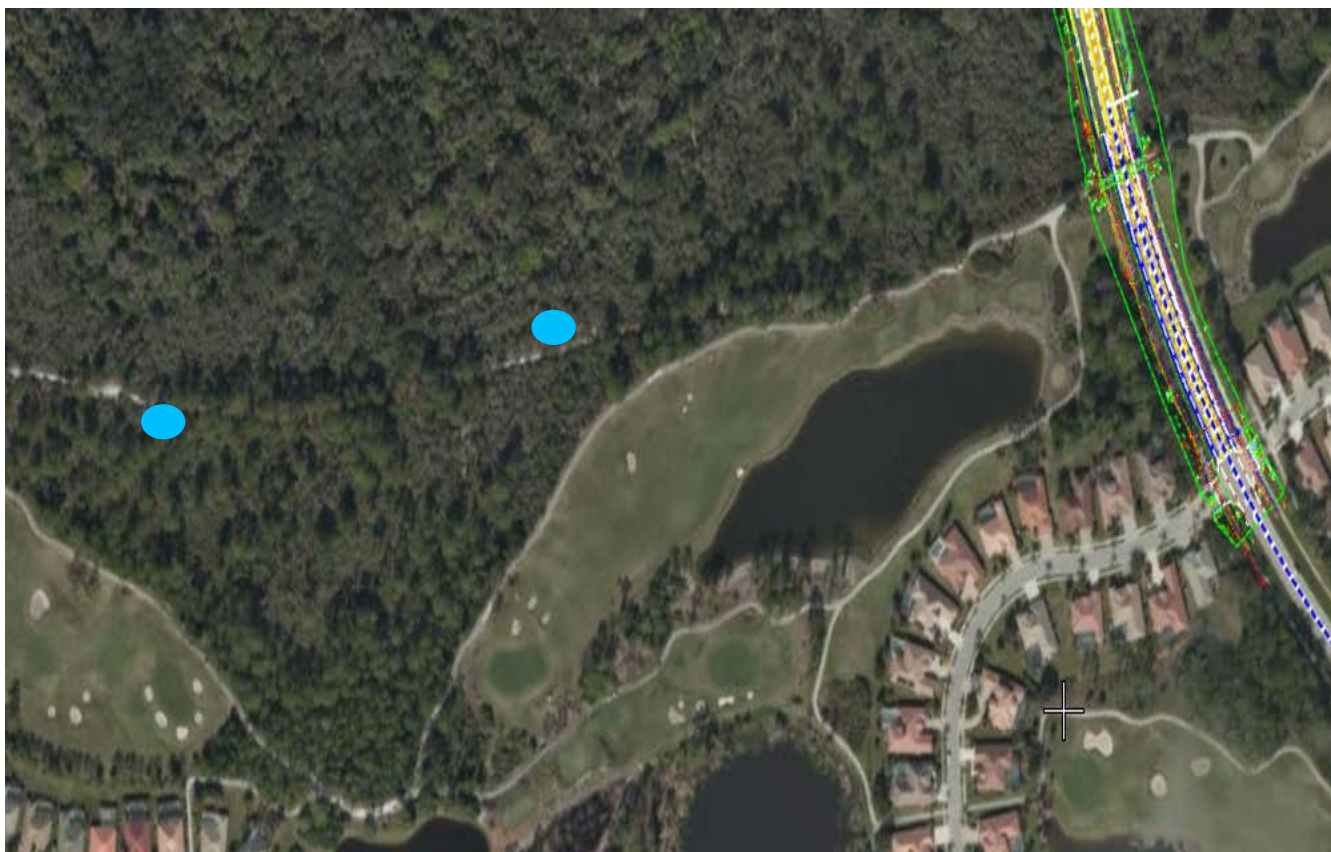
● 5 SPT borings to 15 ft- roadway

Google Earth

1000 ft







● 2 SPT to 35 ft- Pond

- 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.

**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>	Price Blvd SA 7- GEO- 10.19.23		
<b>PROJECT LOCATION:</b>	Price Blvd, North Port, Florida		
<b>CLIENT NAME:</b>	American Consulting Professionals, LLC	<b>Attn:</b> William Adams	<b>Phone:</b> 850-289-1005
<b>CLIENT ADDRESS:</b>	4489 Woodbine Road, Pace, FL 32571	<b>Email:</b>	WAdams@acp-fl.com

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

**UES Opportunity No.: 1130.1023.00046**

**Total Service Estimate = \$ 14,600.00**

**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:**

<b>Firm:</b>		<b>Social Security Number or</b>
		<b>Federal Identification No.:</b>
<b>Address:</b>	<b>City:</b>	<b>Zip Code:</b>
<b>Attention:</b>	<b>Title:</b>	
<b>Phone:</b>	<b>Fax:</b>	

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

<b>Firm:</b>			
<b>Address:</b>	<b>City:</b>	<b>Zip Code:</b>	
<b>Attention:</b>	<b>Title:</b>		
<b>Phone:</b>	<b>Fax:</b>		

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

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

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

this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

<b>BY (signature):</b>	<b>BY (signature):</b>
<b>NAME:</b>	<b>NAME: Robert I. Gomez</b>
<b>TITLE:</b>	<b>TITLE: Branch Manager</b>

**Return Executed Copies to:**

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

**SECTION 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.**