

TRC Worldwide Engineering

1230 N. University Drive.

Phone: (954) 484-7777

www.trcww.com C.O.A. No. 35826



December 6, 2022

City of Hollywood
Department of Design and Construction Management
2207 Raleigh Street
Hollywood, FL 33022

**RE: Proposal for Structural Engineering Services
 Five Bridge Repair Project, Hollywood, FL**

Dear City of Hollywood:

TRC Worldwide Engineering, Inc. (TRC) is pleased to present our proposal for structural engineering services for the above reference project. Our proposal is based on FDOT Bridge Inspection Reports provided by the City of Hollywood, meeting with the city held February 8, 2022, and Consultant Informational Guide provided by the city.

PROJECT DESCRIPTION

The City of Hollywood has five bridges (N. 29th Ave. (866301), Sanders (866302), Sherman (866303), Taft (866304) and Johnson (866305)) that were inspected by FDOT and are in need of structural concrete repair.

SCOPE OF SERVICES

Phase 1:

1. We understand that our scope of work is to provide design phase structural engineering services including consultation, preliminary structural information, coordination, design, and production of deliverables as described below. Our fee is based upon timely receipt of information as described under "Required Information" below, a preliminary site visit to each bridge to verify the information provided in the FDOT Reports, and attendance at meetings as defined under "Meetings" listed below.
2. Assist the City of Hollywood with putting together the Bid Forms that correspond to the structural concrete scope included in this proposal.
3. Provide preliminary cost estimates at the 90% and 100% Construction Document deliverables.
4. Provide a prioritization list of the five bridges so that the City of Hollywood and other Authorities having jurisdiction may address the highest need bridges first, if necessary.
5. Make required design permit submittals as requested by the City of Hollywood. The City will assist TRC with the required design permits. The permit set provided by TRC will allow the City to obtain quantifiable bids from bidders as determined by the City.
6. Utility coordination and location to be provided by Craven Thompson & Associates, Inc. for the five bridges. (See Appendix A)

7. The Chappell Group and TRC will attend pre-application meetings with the US Army Corps of Engineers, South Florida Water Management District, and Broward County Environmental Protection & Growth Management Department to determine the extent of permitting required for the bridge improvements with each agency based on the scope of work provided in the TRC plans. (See Appendix B)
8. The Chappell Group will process ERP and SFWMD ROW Permit applications for each of the five bridges. The fees for this scope of service do not include the fee for the actual permits. The permit fees will need to be paid by the City of Hollywood. (See Appendix B)
9. As an optional service, The Chappell Group will provide benthic surveys of each bridge as required. (See Appendix B)

Phase 2:

10. Assist the City of Hollywood with bidding and negotiations.
11. Construction administration as described below.
12. We recommend that our firm visit the site to observe construction. Please see "Site Visits" below for description of these services. The total amount of visits would depend upon the sequencing of the project, the complexity of the project, specific code requirements, and the quality of the construction. We estimate, based upon our understanding of this project, that the maximum number of visits would be approximately 2 per bridge for N. 29th Ave. and Sanders, 3 for Sherman, and 4 per bridge for Taft and Johnson. Additional site visits beyond those mentioned above will be an additional service to be billed at \$600 per visit. During the first site visit, TRC will assist the contractor with marking the extents of repair for concrete spall locations.
13. Develop a punch list and conduct a final inspection. Review of close-out documents.
14. Services, which are outside of the scope of work defined herein, will be billed as additional services only after prior agreement with your office. See "Additional Services" listed below for more information.
15. Reimbursable expenses (long distance phone and fax; delivery charges, travel expenses outside the Tri-County (Broward, Miami-Dade, Palm Beach) area, etc.):

COMPENSATION

1. 90% Construction Drawings (Phase 1):	Lump Sum	\$ 39,120
2. 100% Construction Drawings (Phase 1):	Lump Sum	\$ 10,780
3. Utility Location by Craven Thompson (Phase1):	Lump Sum	\$ 7,000
4. Environmental Permit Submittal by The Chappell Group (Phase 1):		
a. Meetings with Client	Lump Sum	\$ 3,500
b. Process ERP Permit	Hourly NTE	\$ 20,000
c. Process SFWMD ROW Permit (\$7,500 per bridge)	Hourly NTE	\$ 37,500
5. Construction Administration (Phase 2):	Lump Sum	\$ 38,125
6. TRC Optional Services Allowance:	Allowance	\$ 7,500
7. TCG Optional Service – Benthic Survey (\$2,000 per bridge)	Allowance	\$ 10,000
8. Soft Digs by Sub-consultant, \$500 per dig	Allowance	\$ 2,500

Please Initial _____



9. Reimbursable Expenses (Invoiced at Cost):	Allowance	\$ 500
Total Base Service Fees (1-5 Above)	Lump Sum	\$156,025
Total Optional Service Allowance (5-8 Above)	Allowance	\$ 20,500
Total Base + Option Service Allowance		\$176,525

Terms of payment are net 30 days. Should services be suspended or terminated prior to completion, work completed as of official notification to stop work shall be invoiced according to percentage of structural services complete, regardless of the status of drawings, or of the work of other parties. After all work is stopped, additional fees may apply to re-start the project.

PROJECT ASSUMPTIONS

Our fee and schedule for this work is based upon many assumptions typical for this type of structure. This information is not typically provided in the request for proposal description of the project.

1. The only warranty or guarantee made by TRC in connection with the services performed hereunder is that we will use that degree of care and skill ordinarily exercised under similar conditions by reputable members of our profession practicing in the same or similar locality. No other warranty, expressed or implied, is made or intended by our proposal for consulting services, by our furnishing oral or written reports, or by furnishing drawings and specifications.
2. Geotechnical and Material testing performed during construction will be provided by a testing agency retained by the contractor, if required.
3. TRC will not perform any site surveys which may be required by the building department. An allowance has been included for soft digs for utility verification to be provided by Craven Thompson and/or their sub-consultant.
4. As-built site drawing of existing utilities, soft dig excavation for utility verification, surveying, landscape architecture, environmental consulting, and fire sprinkler design is not included in our scope of work.
5. Construction administration, although itemized under scope of services, is a requirement of our contract and cannot be excluded. TRC requires shop drawings to be provided as indicated on our construction documents. If TRC is not provided with shop drawings for review and the project is built, TRC will assume no liability for any misinterpretations of design intent as indicated on our construction documents.
6. The structure shown on contract documents is structurally adequate only in its completed form. The contractor is responsible for temporarily bracing all soil, forms, concrete, steel, masonry, wood, to resist gravity, soil, wind, and seismic loads during construction TRC will not provide any engineering or design for said systems.
7. As part of our service, we will perform a visit to the site to observe existing framing. We will not perform destructive testing. This visit will be performed in advance of our engineering services. Our scope of work does not include precise field measurements or material testing to ascertain existing structural properties. We will not be held responsible for additional costs incurred by the contractor or our firm for assumptions of hidden conditions to be field

Please Initial _____



determined during demolition. TRC will make promptly notify the City of areas requiring access and will coordinate with the City to gain that access.

8. Other services not included by TRC are multiple printing and distribution of permitting (except as defined under, bidding, and construction documents), in-depth examination of alternative structural systems, and architectural design and detailing responsibilities.
9. Our condition survey will not include verification that the structure was constructed in accordance with construction documents. Our structural condition review will be limited to visual observations for obvious structural distress. We will only perform a walkthrough of the structure and observe areas readily accessible at the time of our visit. We will not remove finishes or architectural elements to observe structural elements.
10. TRC will provide record documents, 3 copies, upon completion of each bridge.
11. Our scope of work does not include formatting and preparing calculations for submittal to any outside party or responding to peer review questions or comments.
12. MOT plan is not required for the concrete repair scope of work.

REQUIRED INFORMATION

Our fee is dependent upon receiving the following information for our work:

1. No additional information is needed at this time.

If additional information will be required throughout the design and construction phase of the work. Our fee reflects an understanding that such information will be provided in a timely manner in the effort of making the project a success for both our companies.

MEETINGS:

We consider meeting with your staff and with the contractor throughout the project development and construction an essential tool for the success of a project. Based upon our experience with similar projects, we have included the following meetings in our scope of work for this project:

- One scope of work review meeting, "kick-off" meeting.
- Design progress meetings bi-weekly
- One public meeting as a part of Phase 1
- Preconstruction meeting, one per bridge

All meetings listed above are considered to be local, (within 30 miles of our office), and each meeting length not exceeding three hours. We will attend additional meetings if requested by your office. These additional meetings will be billed hourly at the rates listed in this proposal, or as otherwise agreed upon.

DELIVERABLES (Phase One):

Based upon our experience with projects of this size and complexity, we will provide benchmark deliverables as itemized below:

Initial Site Visit: An initial site visit will be taken to each bridge. Documentation will be provided for the observations of this visit. The City will be notified in writing of any deficiencies not identified in the Bridge Inspection Report.

Please Initial _____

Coordination Drawings: An electronic pdf copy of drawings and specification will be issued for review by the City at 90% completion. Provide the City with a prioritization list for the five bridges and a construction cost estimate.

Permit: Three hard copies and an electronic pdf copy of signed and sealed permit drawings and specifications will be issued.

We can provide additional sets of our structural drawings for this project if requested by your office or the contractor at a time and material basis.

SCHEDULE OF DELIVERABLES:

Coordination and production of structural permit construction documents of a project of this size and complexity should take roughly 12 to 16 weeks.

CONSTRUCTION ADMINISTRATION (Phase Two):

Our construction administration services are intended to provide support during the construction phase of the project to aid the contractor in the understanding of the design intent or our drawings. These services are limited to answering legitimate requests for information (RFI's), limited discussion with the field, scope of work review meeting and preconstruction meetings with contractor and subcontractors (quantity as indicated in the meetings sections of this proposal) and review of shop drawings. Not included in our scope of work are the following items: value engineering, unforeseen site conditions, and resolution of construction errors.

SITE VISITS:

Our site visits during construction are intended to visibly inspect the structural repairs taking place within the scope of this project. We will write a report of our findings and provide a copy to the City of Hollywood. The report will include any deficiencies and whether or not the deficiencies have been corrected. At the completion of our inspections, we will prepare a final inspection report indicating that to the best of our knowledge the structure has been constructed in accordance with construction documents, provided all reported deficiencies have been corrected and or repaired to our satisfaction.

ADDITIONAL SERVICES:

Services not specifically detailed herein such as value engineering, unforeseen site conditions, resolution of construction errors, change order review, review of contractor's pricing, contractor pay application review, or other work defined as additional services above will be considered outside our scope of work. If the assumptions noted in this proposal are incorrect as a result of unforeseen conditions discovered during construction or unforeseen project developments, an additional service agreement may also be required. After request of any additional services, we will notify your office in writing of the specific request outside our scope of work. We will include our fee agreement and schedule for the additional work. We will not proceed with additional service-related work without a signed authorization to proceed from your office.

We appreciate the opportunity to provide you with this proposal and for your interest in our firm. We look forward to working with you on this project. Please contact us should you require any additional information.

Please Initial _____

Sincerely,
TRC Worldwide Engineering



Donata M. Williams, P.E.
Managing Principal

By signing below, you agree that you have read, understand, and will abide by the terms and conditions of this proposal, including the terms and conditions on the attached General Terms and Conditions:

Signature

Date

Printed Name

Title

Pursuant to Section 558.0035 F.S., an individual employee or agent of consultant (TRC) may not be held individually liable for negligence arising out of or related to this agreement and the services provided.

RATE SCHEDULE

MANAGING PRINCIPAL / DIVISION MANAGER	\$ 200.00 PER HOUR
PRINCIPAL	\$ 185.00 PER HOUR
REGISTERED ENGINEER / SENIOR PROJECT MANAGER	\$ 150.00 PER HOUR
PROJECT MANAGER	\$ 125.00 PER HOUR
INSPECTOR	\$ 90.00 PER HOUR
CADD DESIGNER / DRAFTER	\$ 100.00 PER HOUR
CLERICAL	\$ 80.00 PER HOUR
EXPERT WITNESS	\$ 350.00 PER HOUR

Please Initial _____

Project Staff Hour Summary									
	Managing Principal		Sr. Project Manager		Project Manager/Eng.		Drafting		Total
Billing Rate (per Hour)	\$200		\$150		\$125		\$100		
	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	
Phase 1									
N. 29th Avenue	18	\$3,600	12	\$1,800	20	\$2,500	8	\$1,000	\$8,900
Sanders	18	\$3,600	12	\$1,800	16	\$2,000	8	\$1,000	\$8,400
Sherman	22	\$4,400	16	\$2,400	20	\$2,500	8	\$1,000	\$10,300
Taft	22	\$4,400	16	\$2,400	20	\$2,500	8	\$1,000	\$10,300
Johnson	22	\$4,400	24	\$3,600	24	\$3,000	8	\$1,000	\$12,000
Subtotal Phase 1:	102	\$20,400.00	80	\$12,000.00	100	\$12,500.00	40	\$5,000.00	\$49,900
Phase 1 Sub-consultant Utility Location Services (Craven Thompson)									\$7,000
Phase 1 Sub-consultant Meetings with Client (The Chappell Group)									\$3,500
Phase 1 Sub-consultant ERP Permit Submittal Services (The Chappell Group)							Hourly NTE		\$20,000
Phase 1 Sub-consultant Environmental SFWMD Permit Services, \$7,500/bridge (The Chappell Group)							Hourly NTE		\$37,500
Phase 2									
N. 29th Avenue	10	\$2,000	12	\$1,800	10	\$1,250	10	\$1,250	\$6,300
Sanders	10	\$2,000	12	\$1,800	10	\$1,250	10	\$1,250	\$6,300
Sherman	10	\$2,000	16	\$2,400	15	\$1,875	10	\$1,250	\$7,525
Taft	10	\$2,000	20	\$3,000	20	\$2,500	12	\$1,500	\$9,000
Johnson	10	\$2,000	20	\$3,000	20	\$2,500	12	\$1,500	\$9,000
Subtotal Phase 2:	50	\$10,000.00	80	\$12,000.00	75	\$9,375.00	54	\$6,750.00	\$38,125
Lump Sum Total:	102	\$30,400.00	80	\$24,000.00	175	\$21,875.00	94	\$11,750.00	\$156,025

Optional Services									
Additional Site Visits, \$600 per									\$0
TRC Optional Service Allowance									\$7,500
Soft Digs, Craven Thompson, \$500 per									\$2,500
Benthic Survey, The Chappell Group, \$2,000 per									\$10,000
Reimbursible Expenses									\$500
Subtotal Optional Service:									\$20,500

TOTAL BASE + OPTIONAL SERVICE

\$176,525

TRC Staff

Donata Management, meetings, cost estimate
David Design (drawings and spec mark-up)
Zach Site visits, preliminary and during construction, cost estimate assistance
Kathy drafting

June 16, 2022

Email: dwilliams@trcww.com

Mr. Donata Williams Beasley, P.E., MBA, CM-BIM
Managing Principal
TRC Worldwide Engineering, Inc.
1230 North University Drive
Plantation, Florida 33322

**RE: UTILITY LOCATIONS FOR 5 BRIDGES IN HOLLYWOOD
CTA PROPOSAL NO. 2022-C10.201**

Dear Mr. Beasley:

The firm of Craven Thompson & Associates, Inc. (CT&A) is pleased to provide you with the following proposal for professional surveying services, for the above referenced project.

Specifically, we propose to provide the following:

I. SURVEYING SERVICES

1.1 Utility Designations and Test Holes (CTA Task No. 11050)

Craven Thompson will provide coordination with and underground utility location service to provide utility designation and locations within 50 feet of both ends of Five (5) bridges within the City of Hollywood, Florida.

The bridge numbers are as follows and shown on the attached Exhibits.

Bridge 1:	866301
Bridge 2:	866302
Bridge 3:	866303
Bridge 4:	866304
Bridge 5:	866305

Deliverables will be in an AutoCAD format with utilities overlaid on top of a georeferenced aerial of each bridge and based on Global positioning system (GPS) locations.

Utility Designates - Lump Sum.....\$7,000.00

Test Holes - Lump Sum\$500. 00 each

Approximate time of completion: four (4) to five (5) weeks, after receipt of Notice to Proceed (weather permitting).

CRAVEN THOMPSON



& ASSOCIATES INC.

Engineers
Planners
Surveyors
Landscape Architects

Scope of Services

The scope of services is limited by the specific terms of this proposal. Except as stated specifically herein, no other service will be provided except as "extra work", subject to the fees hereinafter set forth.

In reviewing this proposal for professional services, it should be understood that the above proposal items and their corresponding fees do not necessarily represent the full scope of services required for the project. Rather, it represents our best effort to set forth those services which we believe to be those requested by you, the Client, and/or those we can determine to be needed to accomplish a particular objective. However, we recognize and we ask that the Client recognize that as a project progresses the scope of service as originally defined may change in content to include work not initially identified. Several factors will cause this to happen:

1. Additional requirements identified by the Client.
2. New laws or governmental agency requirements.

As these influences occur and are identified, we will advise you of same and seek your direction as to how you wish to proceed.

Work required as a result of the above will be "extra work" outside of the original scope of services. Upon your direction, we will perform the work under the "Hourly Fee Schedule" section of this proposal or we can provide you with a separate proposal should the scope so indicate.

Hourly Fee Schedule

Civil Engineering Services

Principal Engineer	\$250/Hour
Senior Supervising Engineer	\$220/Hour
Senior Engineer	\$165/Hour
Project Engineer	\$145/Hour
Engineering Senior CADD Technician	\$110/Hour

Land Surveying & Mapping Services

Principal Surveyor	\$200/Hour
Professional Land Surveyor	\$155/Hour
Project Surveyor	\$140/Hour
Survey CADD / GIS Tech	\$105/Hour
Survey Field Crew (1-Man Crew)	\$110/Hour
Survey Field Crew (2-Man Crew)	\$155/Hour
Survey Field Crew (3-Man Crew)	\$190/Hour
Survey Crew with Laser Scan (3-Man Crew)	\$300/Hour

Landscape Architecture and Planning Services

Principal Landscape Architect / Principal Planner	\$200/Hour
Senior Supervising Landscape Architect	\$185/Hour
Senior Landscape Architect	\$160/Hour
Senior Planner	\$155/Hour
Landscape Architect	\$145/Hour
Project Landscape Designer	\$135/Hour
Land Planner	\$135/Hour

Construction Administration Services

Director of Construction Management	\$170/Hour
Construction Manager	\$160/Hour
Senior Field Representative	\$125/Hour
Field Representative	\$105/Hour

Miscellaneous

Clerical	\$90/Hour
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Hourly Charges

Hourly work will be billed at our current prevailing rates; however, these are subject to change due to increasing labor and material costs. Hourly work performed outside of normal business hours will be billed at one and a half times the current rates for overtime. No notice of change in prevailing rates shall be required. The firm's normal business hours are from 8:00 a.m. to 5:00 p.m., Monday through Friday.

Lump Sum Fees

The Lump Sum Fees set forth above are applicable for a period of six (6) months from the date of this proposal. If the work on any item to which a lump sum fee shall apply is not commenced within said period, the firm reserves the right to terminate this Agreement as it relates to said item. If the work is initiated but not concluded within said period, regardless of the reason therefore, the balance of the fee due shall be increased at the rate of one percent (1%) per month for each month the work continues until the work is complete. No prior notice of such adjustment shall be required.

Cost Estimates

In that our firm does not have control over the cost of labor and materials, or over competitive bidding and marketing conditions, the estimates of construction costs provided by our firm will be made on the basis of our experience and qualifications, but our firm does not guarantee the accuracy of the estimates of probable cost as compared to the contractor's bids. The firm recommends that you consult with the other professionals which you have employed in connection with the project.

Ownership of Documents

All documents including, but not limited to, drawings and specifications prepared in connection with the project constitute the work product of the firm and a portion of the instruments of service with respect to the project. Such documents and/or specifications constitute a portion of the integral services provided by the firm and, as such, are not intended or represented to be suitable for reuse by you or others or for extensions of the project or in connection with any other project. The firm specifically disclaims any responsibility and/or liability for or in connection with the reuse of such documents and/or specifications or any use thereof beyond the scope of the Project as set forth herein. By your execution of this proposal, you agree to indemnify and hold the firm harmless from all claims, damages, losses and expenses including, but not limited to, attorney's fees arising out of or resulting from the reuse or extended use of such documents or specifications.

Permits and Approvals

The permits and agency approvals mentioned above are those known to us to be required for projects of this kind, and we will apply for them as indicated. However, our experience has shown us that agencies and regulatory authorities do not always communicate new regulations and legislation properly and that the enforcement of policies can vary. The Client is therefore cautioned that additional permits or approvals other than those presently identified may be required. Should this arise, we will notify you and respond promptly to the requirement.

Construction Requirements

At the time that the firm is authorized by you to perform professional engineering services involving design plans and permit requiring approval by governmental agencies, the firm will be required to provide certificates of compliance to those agencies with regard to the performance of certain aspects of the work, which performance will be rendered by others. It will be necessary, therefore, for the firm to perform full-time observation regarding some items and to make periodic site visits for other items to determine whether or not the improvements are in "substantial compliance" with the relevant contract documents.

It shall be your responsibility to notify the firm of the commencement of any work so that the firm may perform the necessary inspections and observations. The amount of time required for such inspections and observations and for the completion of the applicable certifications will be dictated by the performance of the contractor. Moreover, and in addition to the required site visits, the firm must also prepare and review the as-built drawings during and at the end of the construction period. All of the services described in this paragraph constitute "extra work", unless otherwise specifically set forth in the "Scope of Services". The cost of providing these services is not included in the Lump Sum fee, unless specifically indicated.

The firm shall not be responsible for the quality or quantity of the work, the execution thereof, the techniques or sequences of construction, the safety and security of the project or the maintenance thereof. The firm is not a guarantor or insurer of the work

of others and assumes no duty in connection therewith. In performing the services required of it, the firm will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession practicing in the same or similar locality. No other warranty, express or implied, is made or intended by the firm by virtue of the undertakings or of its performance of the service hereunder. Absent bad faith in the performance of the work hereunder, the firm shall not be liable for any damages resulting from misfeasance in the performance of any work with regard to the project. No person other than you shall have the right to rely on the expertise of the firm or the performance of the matters set forth herein. The firm reserves the right to record a memorandum hereof in the public records of the County.

The above stated services are the minimum level of services that the firm is obligated to perform. The firm currently provides a complete range of construction-related services which it will be happy to discuss with you at the time that your project is ready for construction.

Permit Fees; Application Fees; Outside Consultant Fees

The service fees set forth herein do not include the payment of governmental agency submittal fees, review fees or permit fees, or any other charges assessed by said agencies. Further, the service fees do not include the cost of services provided by others. These fees shall be paid for by the Client. Should our firm find it absolutely necessary to advance fees for the Client, said fees shall be reimbursed along with a service and handling fee upon receipt of the invoice for same.

Direct Charges

Unless otherwise specified, the above service fees do not include the following direct charges:

1. Blue prints, mylars and xeroxing will be billed at current price schedule per print copy. These prices are available upon request.
2. Postage, Federal Express, photographic services for enlargements, reductions, etc.: At Cost plus 10% handling charge.

Assignment

It should be expressly understood that this proposal is for the use of the executing Client and is not assignable or assumable by any third party.

LIABILITY

PURSUANT TO F.S. 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

Invoicing and Payment

Work will be invoiced at the end of each month based on a proration of work completed to date, with payment expected upon receipt of the invoice by the Client. Client shall notify firm within ten (10) days of receipt of invoice should invoice be found to be unacceptable. Any invoice for which firm is not so notified shall be deemed to be acceptable for purposes of payment by Client.

If payment is not received within 45 days of the invoice date, Consultant may terminate this agreement or suspend work under the agreement without further notice, and a late charge of one and one-half percent (1-1/2%) per month on outstanding balance shall accrue until delinquent balance is paid. Client agrees to pay all costs of collection, including reasonable Attorney fees, should such action be required.

Client's Responsibilities

1. The Client shall provide full information regarding requirements for the project including a program, which shall set forth the design objectives, constraints and expendability, special equipment and systems and site requirements.
2. The Client shall furnish the services of soil engineers or other consultants when such services are deemed necessary. Such services shall include test borings, test pits, soil bearing values, percolation tests, air and water pollution tests,

ground corrosion and resistivity tests, including necessary operations for determining subsoil, air and water conditions, with reports and appropriate professional recommendations.

3. The Client shall furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Contract Documents.
4. The Client shall furnish a Legal Description of the property and the appropriate Title Information.
5. The Client shall execute all permit applications. As "Permittee", or "applicant" or "holder", Owner shall be responsible for complying with the conditions of all permits issued. In particular, Client shall be responsible for the safety of the General Public during construction.

Acceptance

This proposal and fee schedules are based on acceptance within 30 days of the date of preparation. If not accepted by you within that time-period, we reserve the right to re-evaluate the terms and conditions contained herein.

If the proposed work and fees contained herein are agreeable with you, please sign the enclosed copy of this letter and return same to our office. Should you have any questions regarding the above, please do not hesitate to call.

Sincerely,

CRAVEN THOMPSON & ASSOCIATES, INC.



RICHARD D. PRYCE, P.S.M.
Vice President - Surveying/GIS

RDP/fd

Attachment

Mr. Donata William Beasley, P.E., MBA, CM-BIM

CT&A Proposal No. 2022-C10.201

June 16, 2022

Page 6

ACCEPTANCE OF PROPOSAL: The above fees, terms, conditions, and specifications are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined.

THIS PROPOSAL ACCEPTED BY:

Name & Title

Firm Name

Date

Telephone Number

Facsimile Number

Exhibit - Overall

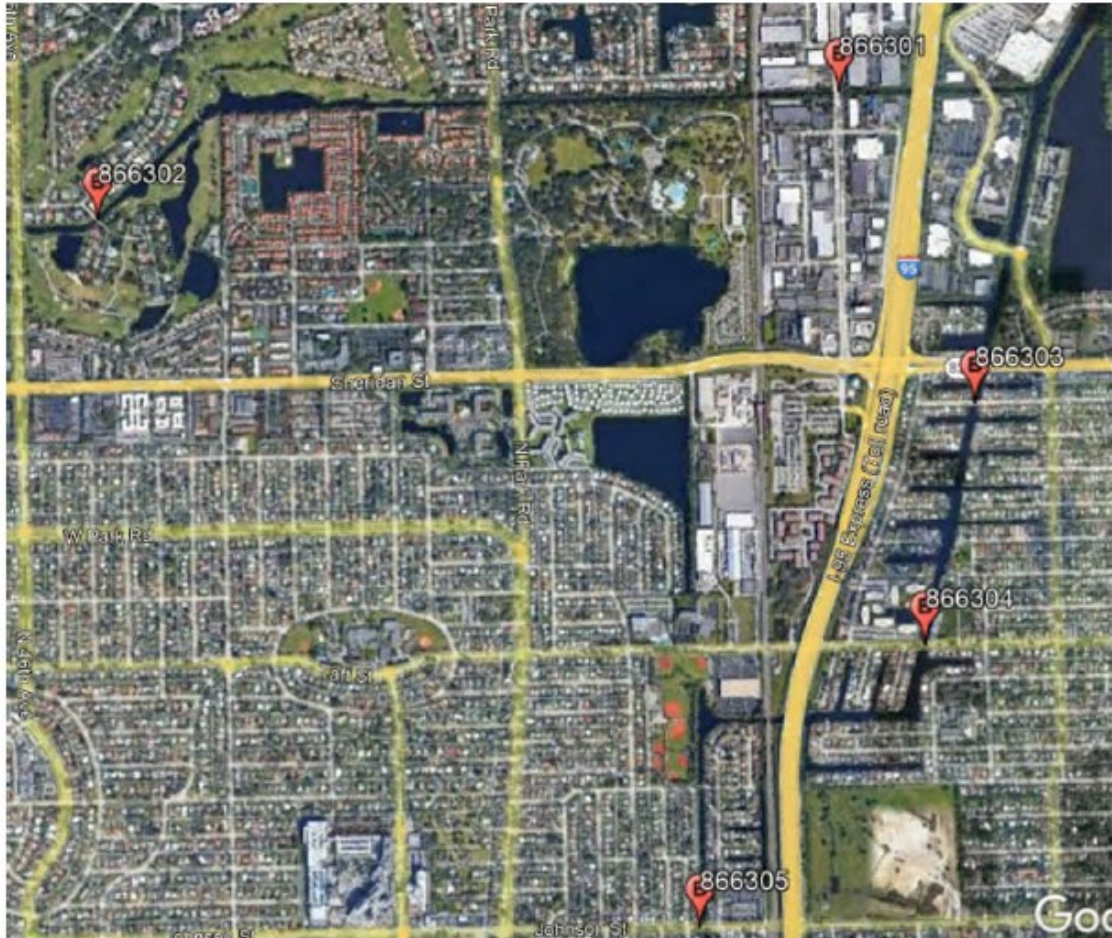


Exhibit: Bridge 866301

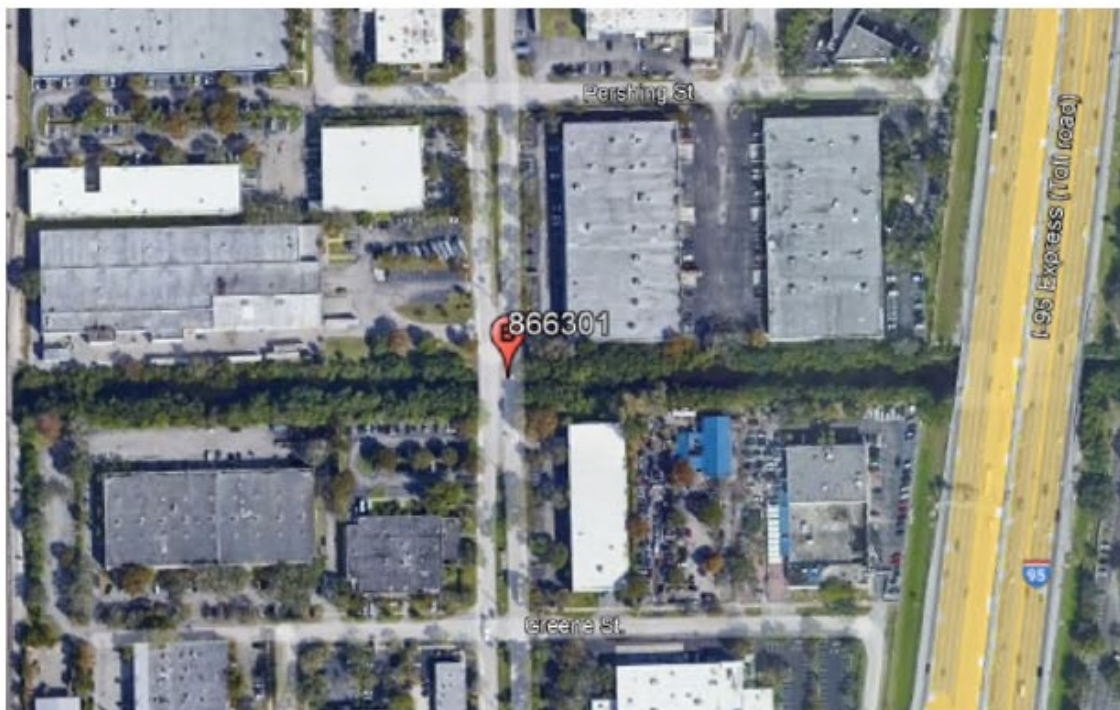


Exhibit: Bridge 866302



Exhibit: Bridge 866303

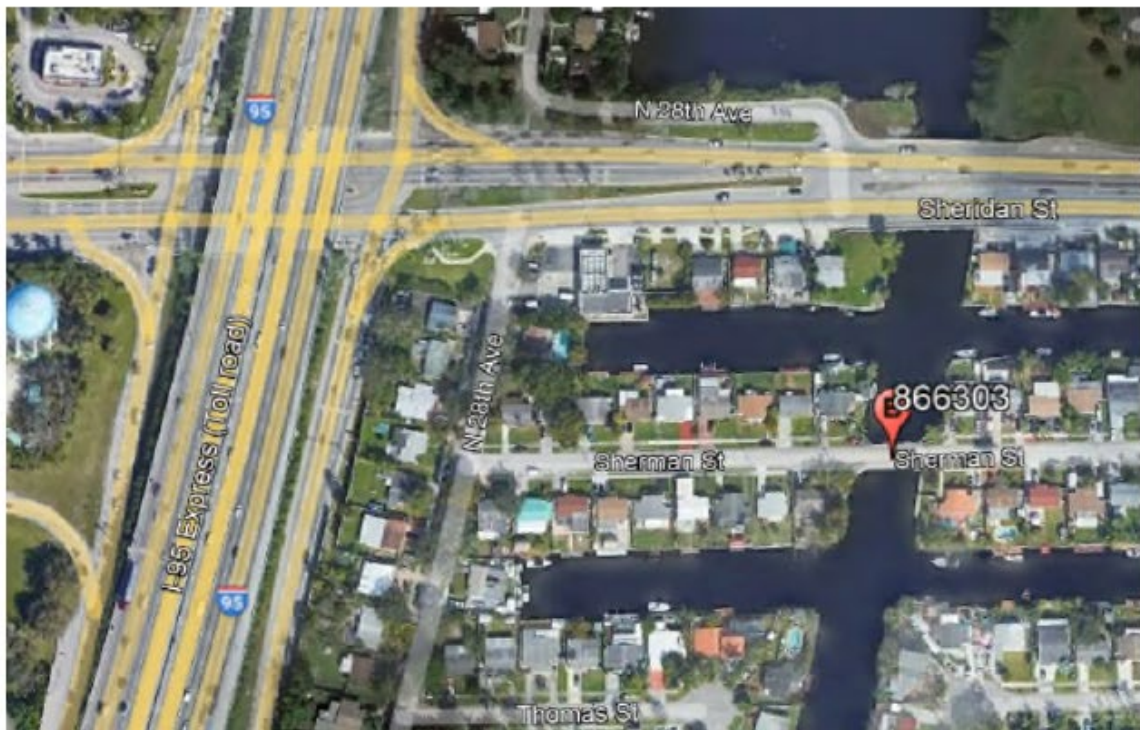
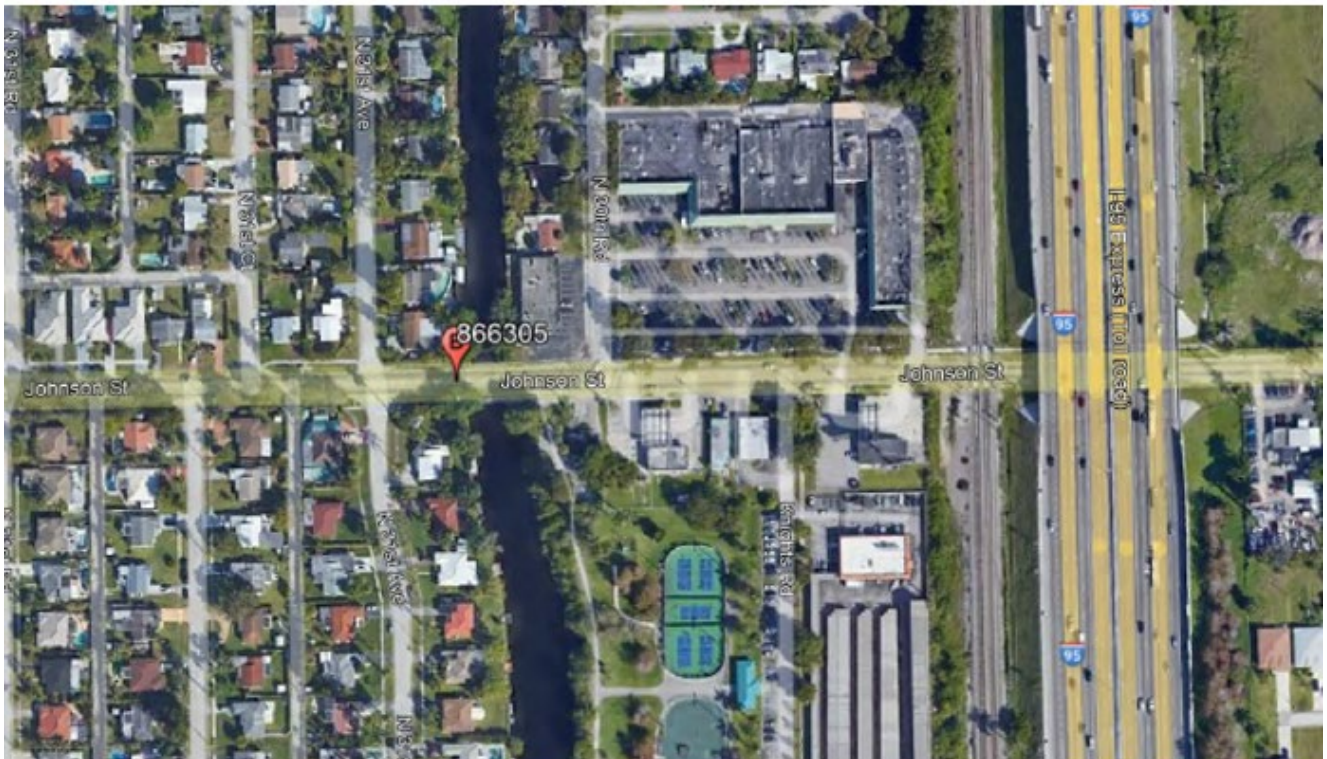


Exhibit: Bridge 866304



Exhibit: Bridge 866305





November 15, 2022

Ms. Donata Williams Beasley, P.E., MBA, CM-BIM
 TRC Worldwide Engineering, Inc.
 1230 N. University Drive
 Plantation, FL 33322

**RE: HOLLYWOOD BRIDGE REPAIRS, BROWARD COUNTY
 ERP Permitting
TCG Proposal No. 2022.132rev2**

Dear Ms. Beasley:

The Chappell Group, Inc. (TCG) is pleased to provide you (Client) with the following proposal for professional Environmental Services pertaining to the above referenced project site specifically described as above and provided via email from Client on May 24, 2022 for the repair of five (5) bridges. If accepted, this proposal will become the agreement for the project (the "Agreement"):

I. ENVIRONMENTAL SERVICES

1.1 Meetings with Client (Task No. 1170)

Attend pre-application meetings with Client, Client's Engineer, US Army Corps of Engineers, South Florida Water Management District (SFWMD), and Broward County Environmental Protection & Growth Management Department (BCEPGMD) to determine the extent if an of permitting required for the bridge improvements with each agency based on the scope of work provided in TRC plans. A meeting will be scheduled with each agency separately. This lump sum is for three (3) meetings total.

Lump Sum.....\$3,500.00

1.2 Process ERP Permit Applications (Task No. 1111)

TCG will prepare and process environmental resource applications with the U.S. Army Corps of Engineers, Florida Department of Environmental Protection & Broward County Environmental Protection & Growth Management Department for the necessary structural repairs to all five (5) bridges (North 29th Avenue, Sanders, Sherman, Taft, and Johnson). TCG will prepare necessary applications and exhibits for the application submittal including the benthic resource survey and report. TRC (Client) will provide the necessary structural engineering drawings and sections for the submittal. TCG will prepare responses to Requests for

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Additional Information (RAI), assist TRC with revisions to plans, benthic resource survey verification with agency staff, and coordination with Client, engineer, and agencies regarding applications and RAIs. Prepare correspondence letters to U.S. Fish and Wildlife Service, National Marine Fisheries Service, and Florida Fish and Wildlife Conservation Commission as necessary. This task includes any mangrove trimming required to complete the repairs.

Lump Sum.....\$20,000.00

1.3 Process SFWMD ROW Permit Applications (Task No. 1115)

TCG will prepare and process right of way permit applications and transfers as necessary with the SFWMD for the necessary structural repairs to each existing bridge. As stated in email from Eliu Cueto of SFWMD to the City each bridge will require a separate SFWMD ROW permit. TCG will prepare necessary applications and exhibits for the application submittal. TRC (Client) will provide the necessary structural engineering drawings and sections for the submittal. TCG will prepare responses to Requests for Additional Information (RAI), assist TRC with revisions to plans, and coordination with Client, engineer, and agencies regarding applications and RAIs.

Lump Sum.....\$7,500.00 per bridge

Optional Services

1.4 Benthic Survey (Task No. 1030)

Conduct benthic survey of the submerged bottoms to locate any benthic resources within the footprint of the proposed bridge improvements in the adjacent canal. The seagrass survey must be performed from June 1 – September 30 as required by regulatory agencies. Surveys conducted outside of the acknowledged seagrass growing season may be subject to agency review and verification at the start of the next growing season. Prepare summary report of findings.

Lump Sum.....\$2,000.00 per bridge

***Client to provide electronic AutoCAD file of survey if available.**

****This proposal does not include impacts to benthic resources, removal of mangroves, mitigation, dredging, processing sovereign submerged lands easement/lease, or variances with the local municipality. If these services are requested by the client a separate proposal will be provided under separate cover.**

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Scope of Services

The scope of services is limited by the specific terms of this proposal. Except as stated specifically herein, no other service will be provided except as "extra work" subject to the additional fees hereinafter set forth. The terms hereof shall be construed in favor of TCG and all inferences and implications shall be deemed to be for the benefit of TCG. In reviewing this proposal for professional services, it is agreed that the above proposal items and their corresponding fees do not necessarily represent the full scope of services required for the project. Rather, it represents TCG's best effort to set forth those services which TCG believes to be those requested by Client, and/or those we can determine to be needed to accomplish a particular objective. However, Client agrees that as a project progresses the scope of service as originally defined may change in content to include work not initially identified. Several factors will cause this to happen:

1. Better understanding of the project and the Client's goals as progress on the project is made.
2. Additional requirements identified by the Client.
3. New laws or governmental agency requirements.

As these influences occur and are identified, TCG will advise you of same and seek your direction as to how you wish to proceed.

Work required as a result of the above will be "extra work" outside of the original scope of services. Upon Client's direction, TCG will perform the work under the "Hourly Fee Schedule" section of this proposal or TCG can provide Client with a separate proposal should the scope so indicate.

Hourly Fee Schedule

Principal	\$225/Hour
Project Manager.....	\$150/Hour
Senior Project Biologist.....	\$125/Hour
Project Biologist	\$100/Hour
Expert Witness	\$350/Hour
Court Appearances	\$350/Hour

Hourly work will be billed at TCG's current prevailing rates; however, these are subject to change due to increasing labor and material costs. No notice of change in prevailing rates shall be required.

Lump Sum Fees

The Lump Sum Fees set forth above are applicable for a period of six (6) months from the date of this proposal. If the Agreement becomes effective, but the work on any item to which a lump sum fee shall apply is not commenced within said period, TCG reserves the right to terminate this Agreement for convenience in part as it relates to said item.

Cost Estimates

In that TCG does not have control over the cost of labor and materials, or over competitive bidding and marketing conditions, the estimates of construction costs provided by TCG will be made on the basis of TCG's experience and qualifications, but TCG does not guarantee the accuracy of the estimates of probable cost as compared to the contractor's bids. TCG recommends that Client consult with the other professionals which you have employed in connection with the project.

Ownership of Documents

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All documents including, but not limited to, drawings and specifications prepared in connection with the project constitute the work product or instrument of service of TCG to the project ("Instruments of Service"). Such Instruments of Service constitute a portion of the integral services provided by TCG, as such, remain the property of TCG and are not intended or represented to be suitable for reuse by you or others or for extensions of the project or in connection with any other project. TCG specifically disclaims any responsibility and/or liability for or in connection with the reuse of such Instruments of Service or any use thereof beyond the scope of the Project as set forth herein. By Client's execution of this proposal, Client agrees to indemnify and hold TCG, its employees, and its representatives harmless from all claims, damages, losses, and expenses including, but not limited to, attorney's fees arising out of or resulting from the reuse or extended use of such documents or specifications.

All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "Intellectual Property Rights") in and to all Instruments of Service and other materials that are delivered to Client under this project or prepared by or on behalf of TCG in the course of performing the Services shall be owned by TCG. TCG hereby grants Client a license to use all Intellectual Property Rights free of additional charge and on a non-exclusive and non-transferable basis but only to the extent necessary to for the work in this Agreement.

Permits and Approvals

The permits and agency approvals mentioned above are those known to TCG to be required for projects of this kind, and TCG will apply for them as indicated. However, our experience has shown us that agencies and regulatory authorities do not always communicate new regulations and legislation properly and that the enforcement of policies can vary. Client agrees and is therefore cautioned that additional permits or approvals other than those presently identified may be required. Should this arise, TCG will notify you and respond promptly to the requirement, but any additional cost will be the responsibility of Client.

Construction Requirements

At the time that TCG is authorized by you to perform professional environmental services involving design plans and permits requiring approval by governmental agencies, the engineer of record will be required to provide certificates of compliance to those agencies with regard to the performance of certain aspects of the work, which performance will be rendered by others. It will be necessary, therefore, for TCG to perform full-time observation regarding some items and to make periodic site visits for other items to determine whether or not the improvements are in "substantial compliance" with the relevant contract documents.

It shall be Client's responsibility to notify TCG of the commencement of any work so that TCG may perform the necessary inspections and observations. The amount of time required for such inspections and observations and for the completion of the applicable certifications will be dictated by the performance of the contractor. Moreover, and in addition to the required site visits, TCG must also review the as-built drawings during and at the end of the construction period. All of the services described in this Section relating to Construction Requirements constitute "extra work", unless otherwise specifically set forth in the "Scope of Services". The cost of providing these services is not included in the Lump Sum fee, unless specifically indicated.

TCG shall not be responsible for the quality or quantity of the work, the execution thereof, the techniques or sequences of construction, the safety and security of the project, or the maintenance thereof. TCG is not a guarantor or insurer of the work of others and assumes no duty in connection therewith. In performing the services required of it, TCG will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession practicing in the same or similar locality. Absent bad faith in the performance of the work hereunder, TCG shall not be liable for any damages resulting from misfeasance in the performance of any work with regard to the project. No person

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other than Client shall have the right to rely on the expertise of TCG or the performance of the matters set forth herein. TCG reserves the right to record a memorandum hereof in the public records of the County where the work is being performed.

TCG shall not be liable for any breach of the warranty above unless Client gives written notice of the defective services, reasonably described, to TCG within ten (10) days of the time when Client discovers or ought to have discovered that the services were defective. Subject to same, TCG shall, in its sole discretion, either (i) repair or re-perform such services (or the defective part); or (ii) credit or refund the price of such services at the pro rata contract rate. THESE REMEDIES SET FORTH HEREIN SHALL BE THE CLIENT'S SOLE AND EXCLUSIVE REMEDY AND TCG'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH HEREIN.

EXCEPT FOR THE LIMITED WARRANTY SET FORTH HEREIN ABOVE, TCG MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE SERVICES, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; OR (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) WARRANTY OF TITLE; OR (D) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

IN NO EVENT WILL TCG BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

IN NO EVENT SHALL TCG'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO TCG PURSUANT TO THIS PROPOSAL

If TCG's performance of its obligations under this project is prevented or delayed by any act or omission of Client or its agents, subcontractors, consultants or employees, TCG shall not be deemed in breach of its obligations under this project or otherwise liable for any costs, charges or losses sustained or incurred by Client, in each case, to the extent arising directly or indirectly from such prevention or delay.

The above stated services are the minimum level of services that TCG is obligated to perform. TCG currently provides a complete range of construction-related services which it will be happy to discuss with you at the time that your project is ready for construction.

Force Majeure

TCG shall not be liable or responsible to Client, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of TCG including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, or telecommunication breakdown or power outage, provided that, if the event in question continues for a continuous period in excess of thirty (30) days, Client shall be entitled to give notice in writing to Service Provider to terminate this Agreement.

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Permit Fees; Application Fees; Outside Consultant Fees

The service fees set forth herein do not include the payment of governmental agency submittal fees, review fees or permit fees, or any other charges assessed by said agencies. Further, the service fees do not include the cost of services provided by others. These fees shall be paid for by Client. Should TCG find it absolutely necessary to advance fees for Client, said fees shall be reimbursed along with a service and handling fee upon receipt of the invoice for same.

Direct Charges

Unless otherwise specified, the above service fees do not include the following direct charges:

1. Blue prints, mylars, Xeroxing, Postage, Federal Express, photographic services for enlargements, reductions, etc.: At Cost plus 10% handling charge.
2. All travel expenses including airfare, lodging, car rental, and fuel expenses: At Cost plus 10% handling charge.

Assignment

It should be expressly understood that this proposal is for the use of the executing Client and is not assignable or assumable by any third party.

Invoicing and Payment

Work will be invoiced at the end of each month based on a proration of work completed to date, with payment expected upon receipt of the invoice by the Client. Client shall notify TCG within ten (10) days of receipt of invoice should invoice be found to be unacceptable. Any invoice for which TCG is not so notified shall be deemed to be acceptable for purposes of payment by Client.

If payment is not received when due under this Agreement, TCG may suspend work under the agreement without further notice, and a late charge of one and one-half percent (1-1/2%) per month on outstanding balance shall accrue until delinquent balance is paid.

Client's Responsibilities

1. The Client shall provide full information regarding requirements for the project including a program, which shall set forth the design objectives, constraints and expendability, special equipment and systems and site requirements.
2. The Client shall furnish upon request by TCG the services of soil engineers or other consultants when such services are deemed necessary. Such services shall include, but are not limited to, Phase I Environmental Site Assessments, test borings, test pits, soil bearing values, percolation tests, air and water pollution tests, ground corrosion and resistivity tests, including necessary operations for determining subsoil, air and water conditions, with reports and appropriate professional recommendations.
3. The Client shall furnish upon request of TCG structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Contract Documents.
4. The Client shall furnish a Legal Description of the property and the appropriate Title Information.

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5. The Client shall execute all permit applications. As "Permittee", or "applicant" or "holder", Owner shall be responsible for complying with the conditions of all permits issued. In particular, Client shall be responsible for the safety of the General Public during construction.

Termination

In addition to any remedies that may be provided under this Agreement, TCG may terminate this Agreement for cause with immediate effect upon written notice to Client, if Client:

- (a) fails to pay any amount when due under this Agreement;
- (b) has not otherwise performed or complied with any of the terms of this Agreement, in whole or in part; or
- (c) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

Any improper termination for cause shall be treated as a termination for convenience.

TCG, in its sole discretion, may terminate this Agreement, in whole or in part, at any time, without cause, by providing at least ten (10) days' prior written notice to the Client. If this Agreement is terminated for convenience, TCG shall have no further responsibilities or liabilities to the Client. Client agrees that by entering into this Agreement, TCG has given sufficient consideration for receipt of this right to terminate the contract for convenience.

Waiver

No waiver by TCG of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by TCG. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement by TCG shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

Litigation Costs and Expenses

If either party institutes any legal suit, action, or proceeding, the prevailing party is entitled to receive, and the other party shall pay, in addition to all other remedies to which the prevailing party may be entitled, the costs and expenses incurred in enforcing its rights under this Agreement pre-filing and conducting the suit, action, or proceeding, including any costs that are taxable pursuant to any applicable statute, rule, or guideline (including, but not limited to, the Statewide Uniform Guidelines for Taxation of Costs in Civil Actions), as well as costs not taxable thereunder and including actual attorneys' fees and expenses, and court costs, even if not recoverable by law (including, without limitation, all fees, taxes, costs, and expenses incident to appellate, bankruptcy, and post-judgment proceedings).

Choice of Law, Exclusive Venue, and Jurisdiction

This Agreement shall be governed by Florida law. The exclusive venue for any suit, action, or proceeding shall be Broward County, Florida. Client consents to the personal jurisdiction for such suit, action, or proceeding in Broward County, Florida.

WAIVER OF JURY TRIAL

EACH PARTY ACKNOWLEDGES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT, INCLUDING EXHIBITS, SCHEDULES, ATTACHMENTS, AND APPENDICES ATTACHED TO THIS AGREEMENT, IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY

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IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, ATTACHMENTS, OR APPENDICES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

II. Acceptance

This proposal and fee schedules are based on acceptance within thirty (30) days of the date of preparation. If not accepted by Client within that time period, TCG reserves the right to re-evaluate the terms and conditions contained herein.

If the proposed work and fees contained herein are agreeable with Client, please sign the enclosed copy of this letter and return same to our office. Should you have any questions regarding the above, please do not hesitate to call.

Sincerely,

THE CHAPPELL GROUP, INC.



Sarah Chappell
President

ACCEPTANCE OF PROPOSAL: The above fees, terms, conditions, and specifications are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined and the individual accepting this proposal will be personally liable for payment of services described in this proposal along with the Client

THIS PROPOSAL ACCEPTED BY:

Please provide Account Payables Contact Information below:

Name & Title (Printed) on behalf of the Client and Personally

Name: _____

Address: _____

Firm Name (Printed)

Signature

Email: _____

Date

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