

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: September 16, 2025

[X] Consent [] Regular
[] Workshop [] Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Consultant Services Authorization (CSA) No. 3 to the continuing consulting services/design professional contract (R2025-0079) with Song & Associates, Inc. (Consultant) in the amount of \$222,546.35 for the Osprey Point Golf Training and Learning Center project.

Summary: On January 14, 2025, the Board of County Commissioners (BCC) approved the continuing consulting services/design professional contract (R2025-0079) with the Consultant to provide professional architectural and engineering services for capital improvement or renovation projects countywide. The Parks and Recreation Department has been operating out of a temporary modular structure since 2017 and it no longer adequately serves the operational needs of staff and students. This item will authorize the professional services for the Osprey Point Golf Training and Learning Center project, located at 20720 Osprey Point Golf Trail in Boca Raton. Under CSA No. 3, the Consultant will provide professional services which include design, documentation, permitting, and construction administration services necessary for the construction of a new 7,400 square feet single-story training facility to be sited adjacent to the south end of the current driving range. The project includes, but is not limited to, architectural/interior design, landscape and irrigation design together with geotechnical, civil, structural, mechanical, plumbing, electrical, fire protection, and fire alarm engineering services. This continuing contract was awarded pursuant to the requirements of the Equal Business Opportunity Ordinance. This continuing contract was presented to the Goal Setting Committee on May 15, 2024, and the Committee established a mandatory minimum 25% Small Business Enterprise (SBE) subcontracting goal on the contract. The Consultant committed to 52% SBE participation. The SBE participation on this CSA is 58.06%. To date, the overall SBE participation on the contract is 54.80%. This contract is subject to emergency ordinance R2025-014 approved by the BCC on June 3, 2025. Funding for this project is from the Golf Course Capital Fund. **(Capital Improvements Division) District 5 (MWJ)**

Background and Justification: On September 5, 2024, the Consultant was selected in accordance with Board of County Commissioners (BCC) adopted procedures and pursuant to Section 287.055, Florida Statutes, the Consultants' Competitive Negotiation Act. CSA No. 3 authorizes professional services necessary for the Osprey Point Golf Training and Learning Center project.

- Attachments:**
- 1. Location Map
 - 2. Budget Availability Statement
 - 3. CSA No. 3
 - 4. CSA History
 - 5. Certificate of Liability Insurance
 - 6. Nongovernmental Entity Human Trafficking Affidavit
 - 7. Emergency Ordinance Notification Letter

Recommended by:  8/8/25
Department Director Date

Approved by:  9/2/25
Deputy County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2025	2026	2027	2028	2029
Capital Expenditures	\$232,007				
Operating Costs					
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	\$232,007	-0-	-0-	-0-	-0-
# ADDITIONAL FTE POSITIONS (Cumulative)					

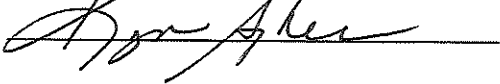
Is Item Included in Current Budget: Yes X No
Is this item using Federal Funds? Yes No X
Is this item using State Funds? Yes No X

Budget Account No:
Fund 3605 Dept 581 Unit P919 Object 6505

PROFESSIONAL SERVICES \$222,546.35
STAFF COSTS \$ 9,460.52
CONTINGENCY \$ 0.00
TOTAL \$232,006.87

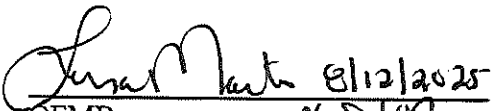
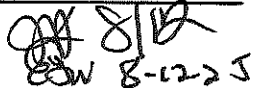
B. Recommended Sources of Funds/Summary of Fiscal Impact:

Funding for this project is from the Golf Course Capital Fund.

C. Departmental Fiscal Review: 


III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

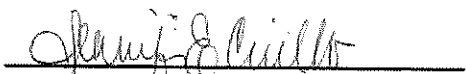
 8/12/2025
OFMB  8/12/25

 8/13/25
Contract Development and Control 2678-3-25

B. Legal Sufficiency:

 8/18/25
Assistant County Attorney

C. Other Department Review:


Department Director

This summary is not to be used as a basis for payment.

LOCATION MAP

Project No: 2023-028297
Project Name: Osprey Point Learning Center
Location: 20720 Osprey Point Golf Trail, Boca Raton, FL 33498



BUDGET AVAILABILITY STATEMENTREQUEST DATE: 7/17/25 REQUESTED BY: Marc Hartley 561-233-2053PROJECT TITLE: Osprey Point Golf Training and Learning Center
(Same as CIP or IST, if applicable)ORIGINAL CONTRACT AMOUNT: \$N/A IST PLANNING NO.: N/AREQUESTED AMOUNT: \$232,006.87 BCC RESOLUTION#: R2020-0742eFDO #: P-2024-000772 DATE: 04-09-25PROJECT NUMBER: 2023-028297CSA NUMBER: 3 SUPPLEMENT NUMBER: N/ACHANGE ORDER NUMBER: N/A W. O. NUMBER: N/ATASK ORDER NUMBER: N/A AMENDMENT NUMBER: N/ASERVICE LOCATION: 20720 Osprey Point Golf Trl, Boca Raton 33498BUILDING NUMBER: 1906CONSULTANT: Song & Associates, Inc.

CONTRACTOR: _____

PROVIDE A BRIEF STATEMENT OF THE SCOPE OF SERVICES TO BE PROVIDED BY THE CONSULTANT/CONTRACTOR:

Professional services shall include design, documentation, permitting and construction administration for the new golf learning and training facility.

CONSTRUCTION	\$ _____
PROFESSIONAL SERVICES	\$222,546.35
STAFF COST*	\$9,460.52
EQUIPMENT/SUPPLIES	\$ _____
ADVERTISEMENT/PERMIT FEES	\$ _____
CONTINGENCY	\$ _____
TOTAL	\$232,006.87

* By signing this BAS your department agrees to these CID staff charges and your account will be charged upon receipt of this BAS by FD&O. Unless there is a change in the scope of work, no additional staff charges will be billed. If this BAS is for construction costs of \$250,000 or greater, staff charges will be billed as actual and reconciled at the end of the project. If the project requires Facilities Management or ESS staff your department will be billed actual hours worked upon project completion.

BUDGET ACCOUNT NUMBER(S) (Specify distribution if more than one and order in which funds are to be used):

FUND: 3605 DEPT: 581 UNIT: P919 OBJ: 6505

IDENTIFY FUNDING SOURCE FOR EACH ACCOUNT: (check and provide detail for all that apply)

<input type="checkbox"/> Ad Valorem (Amount\$ _____)	<input type="checkbox"/> Infrastructure Sales Tax (Amount\$ _____)
<input type="checkbox"/> State (Source/Type _____ Amount\$ _____)	<input type="checkbox"/> Federal (Source/Type _____ Amount\$ _____)
<input type="checkbox"/> Grant (Source/Type _____ Amount\$ _____)	<input type="checkbox"/> Impact Fees: (Amount\$ _____)
<input type="checkbox"/> Other (Source/Type _____ Amount\$ 232,006.87)	

Department: Parks and RecreationBAS APPROVED BY:  DATE 7/17/25ENCUMBRANCE
NUMBER: _____

MH/GC

ATTACHMENT #3

CONSULTANT SERVICES AUTHORIZATION NO. 3

SONG & ASSOCIATES, INC.

Continuing Consulting services/Design Professional Services Contract

OSPREY POINT GOLF TRAINING AND LEARNING CENTER

PROJECT NO. 2023-028297

DISTRICT NO. 5

THIS CONSULTANT SERVICES AUTHORIZATION (CSA) NO. 3 to the Contract dated 01-14-25 (R2025-0079) (the "Contract") between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners and the Consultant identified herein is for the consultant services described in Item 4 of this CSA.

1. CONSULTANT: SONG & ASSOCIATES, INC., whose Federal Tax ID# is 65-0848859.

2. History: Not applicable. This CSA is for a new project.

3. Services completed to date: Not applicable. This CSA is for a new project.

4. Description of Services to be provided by Consultant: Professional services shall include design, documentation, permitting and construction administration for the new golf learning and training facility as detailed on the attached proposal dated 04-04-25. In the event of a conflict between the terms and conditions of the Contract and the terms and conditions of Consultant's proposal, the terms and conditions of the Contract shall control.

5. Compensation: The compensation to be paid to the Consultant for the requested services shall be: Lump Sum charge of **\$222,546.35**.

6. This CSA may be terminated, in whole or in part, by the County with or without cause in accordance with the Contract terms. In the event of termination not the fault of the Consultant, the Consultant shall be compensated for all services performed to termination date, together with reimbursable expenses (if applicable) then due in accordance with the Contract terms.

Consultant agrees to waive any and all claims for lost profits or anticipated future profits in the event of a termination with or without cause under this Contract.

7. If not previously provided or for a new project, the Consultant shall provide County with an executed Conflict of Interest Disclosure Form, attached hereto and incorporated herein.

8. All terms, conditions, and obligations of the original Contract, as amended, shall remain in full force and effect, unless specifically noted as follows:

Section 8.7 of the Contract is hereby deleted in its entirety and replaced with the following:

8.7 NON-DISCRIMINATION.

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2025-0748, as may be amended, the CONSULTANT warrants and represents that throughout the term of the Contract, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

As a condition of entering into this Contract, the CONSULTANT represents and warrants that it will comply with the COUNTY'S Commercial Nondiscrimination Policy as described in Resolution 2025-0748 as may be amended. As part of such compliance, the CONSULTANT shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the CONSULTANT retaliate against any person for reporting instances of such discrimination. The CONSULTANT shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the COUNTY's relevant marketplace in Palm Beach County. The CONSULTANT understands and agrees that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification or debarment of the company from participating in COUNTY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. CONSULTANT shall include this language in its subcontracts.

9. Time of Commencement: Consultant shall begin work immediately on the requested services upon receipt of this executed document which shall constitute official “Notice to Proceed”.

10. EBO Program:

The API established for this contract is a mandatory minimum of 25% SBE participation. The Consultant in its contract committed to SBE participation of 52%. SBE participation for this CSA is 58.06%. When added to the Consultant's participation to date, the resulting SBE participation is 54.80%.

11. Emergency Ordinance. *The Contract and this CSA is subject to the County Emergency Ordinance 2025-014, approved by the Board of County Commissioners on June 3, 2025.*

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Project No.: 2023-028297
Project Name: Osprey Point Golf Training and Learning Center

IN WITNESS WHEREOF, this CSA is accepted, subject to the terms and conditions of the
aforementioned Contract.

ATTEST:
JOSEPH ABRUZZO, CLERK &
COMPTROLLER

PALM BEACH COUNTY,
A Political Subdivision of the State of Florida
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Marina G. Marino, Mayor

Date: _____

APPROVED AS TO
LEGAL SUFFICIENCY

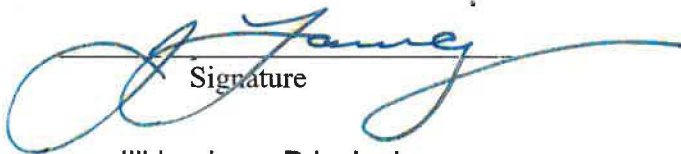
APPROVED AS TO TERMS
AND CONDITIONS

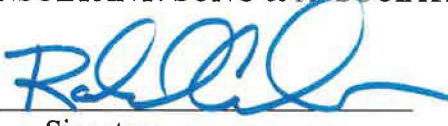
By: _____
Assistant County Attorney

By:  Acting 8/8/25
Director - FD&O

WITNESS:

CONSULTANT: SONG & ASSOCIATES, INC.


Signature
Jill Lanigan, Principal
Name (type or print)

By: 
Signature
Robert Castrovinci, AIA
Name (type or print)

Principal
Title

(Corporate Seal)





[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation

SONG & ASSOCIATES, INC.

Filing Information

Document Number	P98000061362
FEI/EIN Number	65-0848859
Date Filed	07/10/1998
State	FL
Status	ACTIVE
Last Event	CORPORATE MERGER
Event Date Filed	01/04/1999
Event Effective Date	NONE

Principal Address

1545 Centrepark Drive No.
WEST PALM BEACH, FL 33401

Changed: 03/31/2015

Mailing Address

1545 Centrepark Drive No.
WEST PALM BEACH, FL 33401

Changed: 03/31/2015

Registered Agent Name & Address

LEE, YOUN S
15860 SICILY TERRACE
WELLINGTON, FL 33414

Name Changed: 01/10/2023

Address Changed: 01/10/2023

Officer/Director Detail

Name & Address

Title President

Lee, Youn
1545 Centrepark Drive No.
WEST PALM BEACH, FL 33401

Title Secretary

Lanigan, Jill
1545 Centrepark Drive No.
WEST PALM BEACH, FL 33401

Title Treasurer

Castrovinci, Robert
1545 Centrepark Drive No.
West Palm Beach, FL 33401

Title VP

Fuentes, Jorge
1545 Centrepark Drive No.
West Palm Beach, FL 33401

Annual Reports

Report Year	Filed Date
2023	01/10/2023
2024	01/03/2024
2025	01/07/2025

Document Images

01/07/2025 -- ANNUAL REPORT	View image in PDF format
01/03/2024 -- ANNUAL REPORT	View image in PDF format
01/10/2023 -- ANNUAL REPORT	View image in PDF format
03/07/2022 -- ANNUAL REPORT	View image in PDF format
03/17/2021 -- ANNUAL REPORT	View image in PDF format
04/06/2020 -- ANNUAL REPORT	View image in PDF format
04/01/2019 -- ANNUAL REPORT	View image in PDF format
04/11/2018 -- ANNUAL REPORT	View image in PDF format
04/06/2017 -- ANNUAL REPORT	View image in PDF format
03/07/2016 -- ANNUAL REPORT	View image in PDF format
03/31/2015 -- ANNUAL REPORT	View image in PDF format
03/12/2014 -- ANNUAL REPORT	View image in PDF format
02/14/2013 -- ANNUAL REPORT	View image in PDF format
02/22/2012 -- ANNUAL REPORT	View image in PDF format
02/09/2011 -- ANNUAL REPORT	View image in PDF format
03/03/2010 -- ANNUAL REPORT	View image in PDF format
03/19/2009 -- ANNUAL REPORT	View image in PDF format
03/10/2008 -- ANNUAL REPORT	View image in PDF format
04/20/2007 -- ANNUAL REPORT	View image in PDF format

03/30/2006 -- ANNUAL REPORT	View image in PDF format
01/25/2005 -- ANNUAL REPORT	View image in PDF format
04/28/2004 -- ANNUAL REPORT	View image in PDF format
04/07/2003 -- ANNUAL REPORT	View image in PDF format
05/13/2002 -- ANNUAL REPORT	View image in PDF format
01/29/2001 -- ANNUAL REPORT	View image in PDF format
05/31/2000 -- ANNUAL REPORT	View image in PDF format
03/29/1999 -- ANNUAL REPORT	View image in PDF format
01/04/1999 -- Merger	View image in PDF format
07/10/1998 -- Domestic Profit	View image in PDF format



July 28, 2023

Revised July 10, 2025

Mr. Marc Hartley
Palm Beach County Capital Improvement Division
Facilities/Services Project Manager
2633 Vista Parkway
West Palm Beach, FL 33411

RE: Palm Beach County
Osprey Point Golf Learning Center
Professional Services Fee Proposal

Dear Mr. Hartley:

Song + Associates, Inc. is pleased to provide Design, Documentation, Permitting and Construction Administration Phase Services for a new golf learning and training facility of approximately 7,400 SF to be located at the County's Osprey Point Golf Course located at 12551 Glades Rd, Boca Raton, FL 33498. The County's Hard Cost Construction Budget has been increased to \$1.75M.

I. PROJECT UNDERSTANDING

This project will consist of a new 7,400 SF single-story training facility to be sited adjacent to the south end of the current driving range per Exhibit A. Presently, there is no facility available to the public in the vicinity of the practice range to provide comfort, safety, and protection from inclement weather for students. The current Don Law Golf Academy office trailer has been a temporary structure since 2017 and it no longer adequately serves the growing needs of staff and students. Upgrades to the Nest Eatery and Pro Shop have made Osprey Point the most desirable public golf course in Palm Beach County; however, the DLGA office trailer is not reflective of the Osprey Point and DLGA standards and is one of the first buildings seen by the public upon arrival.

II. SCOPE OF SERVICES

- A. Song + Associates and our consultants of Urban Design Studio (Landscape/Irrigation), Engenuity Group (Survey / Civil), Jezerinac Group (Structural), Hammond & Associates (MEP) and Universal Engineering Sciences (Geotechnical) will provide Architectural/Interior, Landscape and Irrigation design together with Geotechnical, Civil, Structural, Mechanical, Plumbing, Electrical, Fire Protection and Fire Alarm Engineering Services.

Song + Associates, Inc.
Architecture • Planning • Interior Design

1545 Centrepark Drive North
West Palm Beach, Florida 33401
T : 561.655.2423 F : 561.655.1482

American Institute of Architects / NCARB

- B. We will provide the standard scope of professional design service phases consisting of Schematic Design, Design Development, Construction Documents, Bidding/ Negotiation assistance and Construction Administration.
- D. SCHEMATIC DESIGN PHASE (30% Level Documents)
- Develop the Conceptual Design into the Schematic Design package to validate the Owner program and to complete the overall design.
 - Adjustment to the building program as necessary for final sign-off.
 - Engage the necessary design consultants for Civil, Mechanical, Electrical, Plumbing, Structural engineering and the Landscape Architect for document development.
 - Prepare schematic floor plans, elevations, sections and critical building details showing the relationship of project components for Owner approval.
 - Initiate Building Department and County Fire review discussions to receive their input regarding design review and necessary documentation.
 - Develop appropriate material selections and interior design concepts for Owner review and approval.
- E. DESIGN DEVELOPMENT (60% Level Documents) / CONSTRUCTION DOCUMENTS (95% and 100% Level Documents)
- Upon the Owner's approval of the Schematic Design deliverable, prepare contract documents inclusive of drawings and specifications describing in technical detail the construction work to be done inclusive of materials, equipment, workmanship and finishes.
 - Coordinate and interface with other consulting disciplines of Civil, Structural, Mechanical, Electrical, Plumbing, Structural, and Landscape Architecture.
 - Coordinate with the Palm Beach County and the selected General Contractor (CMaR) the requirements for front end specifications pertaining to of the conditions of the construction contract including phasing, general conditions, general requirements, schedule, milestones, etc.
 - Continue discussions with the Building Department and County Fire to receive their final input regarding design and documentation prior to official permit review submission.
 - Conduct progress meetings with the Owner and Design Consultants.
 - Provide the final coordinated set for Owner review.
 - Provide a completed County resiliency and sustainability checklist per PPM CW-O-093.
- F. PERMIT, BIDDING AND NEGOTIATION ASSISTANCE
- Assist in the preparation of bid documents.
 - Respond to Contractor/ Bidder questions and RFI's.
 - Issue revised documents required by Addenda items.
 - Assist the Owner with review and evaluation of the subcontractor bids and qualifications when requested.
 - Provide a conformed set of documents incorporating all pertinent revisions including Building Department permit review comments, addenda and responses to RFI's.

G. CONSTRUCTION ADMINISTRATION

- Provide responses to Contractor construction RFI's
- Review and process shop drawings and samples.
- Attend periodic OAC (Owner/ Architect/ Contractor) meetings.
- Conduct periodic site observation visits that coincide with OAC meetings to evaluate construction relative to the intent of the documents. Site Observations limited to two (2) per month with observation reports issued.
- Review payment applications and certifications.
- Issue Certificates for Substantial completion with punch list items and Final Pay Application Certificate.
- Construction Administration is limited to 8 months from Contractor notice to proceed.

III. **FEES**

Basic Services include Architecture, Structural, Mechanical, and Electrical, Plumbing and Fire Protection services. These are as identified by the State of Florida Division of Management Services which is one of several tools used as a reference to help establish services and fees.

Extended Services are those which are considered additional services according to the State of Florida DMS. Certain extended services are a requirement of the project in order to procure the necessary approvals and permits needed for construction. We have identified those that are required and those which are optional and at the discretion of Palm Beach County whether or not they are to be part of the design scope.

Description of Extended Services:

Surveying

Prepare a Boundary, Topographic and Tree Survey pursuant to Chapter 5J-17.050, Florida Administrative Code, of a portion of the site identified by parcel control number: 00-41-47-14-13-001-0000 and limited to the area highlight in Exhibit A. The survey will also include locating the Royal Palms that are requested to be transplanted and soft digs to confirm location and type of underground utilities which will be incorporated into the survey.

Geotechnical Exploration Services

On site exploration of site subsurface conditions, five (5) borings minimum, concluded in a report that will document these conditions and include recommendations for subsurface remediation and recommendations for foundation design based on structural loads provided by the structural engineer. The report will also include the results of 2 percolation rate tests, for K-values.

Civil Design

Develop paving, grading, drainage, water, sewer, underground utility drawings, details and specifications for submittal to the appropriate agencies for approval. Prepare applications and packages of various review agencies, track reviews, respond to review comments and procure required site /civil permits. Provide construction administration. Off-site utilities are not included in this fee proposal. Civil site visits during CA are limited to nine (9) total with current fee reduction.

Landscape and Irrigation Design

Prepare landscape and irrigation construction plans for compliance with local code, assist with permitting and bidding and provide construction administration. Participate in the design of site concepts, layouts, materials and details to include special features and hardscape.

Low Voltage Systems Design

Coordination of specialty systems for Owner selected devices and locations including:

- Low Voltage Access/ Security systems / Telecommunication systems.
- IT systems of audio visual for conference rooms and general office areas.
- Low Voltage for computer swing analysis systems.

Record Documents

Provide revised electronic drawing files which will reflect contractor provided redline changes to the permit documents during construction.

Sustainability Certification

LEED certification or any other sustainable certification process **is not included in this proposed scope of services; however**, Song + Associates and our consultants are committed to sustainable design, which will include common "green" building practices, many of which are integrated into the Building Code and per the County's PPM CW-O-093.

This fee amount is further described as follows:

A. Basic Services

- | | | |
|--|----|------------|
| 1. Basic Services for Architectural/ Structural / MEP. Based on an average complexity for an estimated \$1,375,000.00 construction cost (hard building cost only); however, the construction budget has increased to \$1,750,000.00. | \$ | 102,705.00 |
|--|----|------------|

B. Required Extended Services (all include a +10% Architect management fee of the consultant)

- | | | |
|---|----|-----------|
| 2. Survey | \$ | 5,327.00 |
| Site Utility Engineering (SUE) for utility locates | \$ | 3,156.00 |
| Soft Digs – 4 Air Vacuum Excavation Holes | \$ | 2,400.00 |
| 3. Geotechnical Engineering | \$ | 5,617.35 |
| 4. Civil Engineering (Off-site improvements are not included) | \$ | 50,420.00 |
| 5. Landscape Architecture and Irrigation Design | \$ | 29,301.00 |
| 6. Low Voltage Systems | \$ | 6,600.00 |
| 7. Record Documents | \$ | 3,500.00 |
| 8. Song + Associates Consultant Management Fee | \$ | 8,520.00 |

Subtotal (B)	\$	114,841.35
Subtotal (A + B)	\$	217,546.35

C. Expenses

- | | | |
|---|----|----------|
| 1. 3 rd Party Printing (Not to Exceed) | \$ | 5,000.00 |
|---|----|----------|

Subtotal (C)	\$	5,000.00
Subtotal (A + B + C)	\$	222,546.35 222,546.35

Grand Total (A + B + C)	\$	222,546.35
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The fees are valid for a period of 3 months from the date of this proposal. If not accepted, the fees will be renegotiated. All Services will be invoiced monthly based on the percentage of work completed.

If the total project cost increases above 10% or decreases below 10% of the \$1.75 million estimated hard building construction cost, (a 20% window), Song + Associates, Inc. agrees to redesign to meet budget or renegotiate this fee on Owner initiated scope increases or added program.

V. ADDITIONAL SERVICES

Additional services not included in this proposal as optional services identified under Extended Services but offered by this design team for Owner consideration include:

1. Site Plan Approval
2. Traffic Study and Report
3. HVAC and Lighting Control Commissioning
4. Site Lighting 15' beyond the building footprint.
5. Detailed Renderings and Models
6. Off-site utility improvements
7. Cost Estimates
8. Furniture Specifications and Procurement
9. Low voltage equipment selections

VI. OWNER RESPONSIBILITIES

- A. The Client will provide to the Architect pertinent information documents and drawings in Microsoft Word and AutoCAD electronic form (where available).

VII. Reimbursable Expenses

Reimbursable expenses are included in the proposed fee and shall be in accordance with the terms and conditions of the Palm Beach County master agreement and shall not exceed the amount set forth above.

Acceptance of this proposal may be indicated by providing a Work Authorization/PO to our office which will indicate agreement between the two parties and a notice to proceed.

We appreciate this opportunity and look forward to continuing to serve Palm Beach County.

Sincerely,



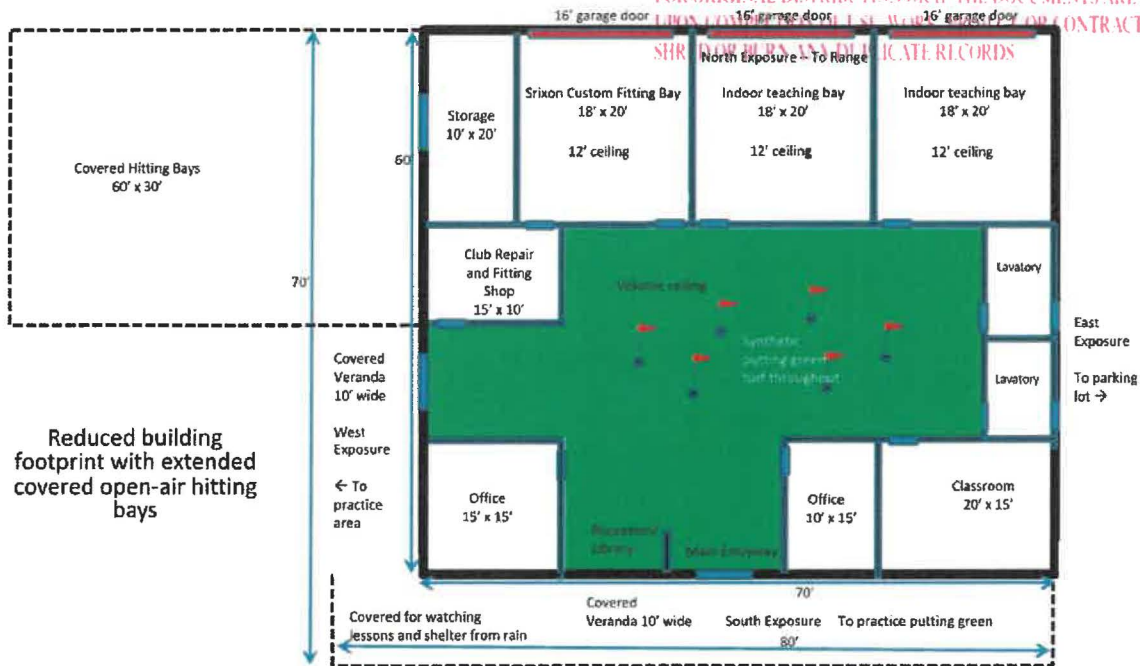
Robert Castrovinci, AIA, NCARB
Principal

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DO NOT
COPY/RECORD**

DISCLOSURE WARNING - THIS DOCUMENT IS EXEMPT AND CONFIDENTIAL FROM SEC. 119(07), FLORIDA STATUTES. ANY ENTITY OR PERSONS RECEIVING SUCH INFORMATION SHALL MAINTAIN THE EXEMPT STATUS OF THE INFORMATION UNLESS OTHERWISE AUTHORIZED BY THE COUNTY.

THESE DOCUMENTS SHALL NOT BE DISTRIBUTED, LOANED OR COPIED WITHOUT THE WRITTEN PERMISSION OF THE COUNTY IN ACCORDANCE WITH THE RELEVANT PROVISIONS OF FLORIDA LAW. THE COUNTY MUST BE ADVISED IMMEDIATELY AS TO ANY CHANGES IN CUSTODIAN FROM THOSE PERSONS LISTED IN CORRESPONDENCE FOR ORIGINAL DISTRIBUTION OR IF THE DOCUMENTS ARE LOST OR STOLEN.

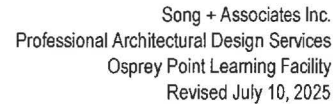
"EXHIBIT A"



FLOOR PLAN



SITE PLAN



Task 1: Schematic Design

Task 1: Subtotal	\$15,690.00
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Principal	\$225.00	per hour	x	4.00	hours	=	\$900.00
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Task 2: Subtotal	\$15,690.00
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Principal	\$225.00	per hour	x	4.00	hours	=	\$900.00
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Task 3: Subtotal	\$15,690.00
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Principal	\$225.00	per hour	x	1.00	hours	=	\$225.00
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Task 4: Subtotal	\$3,620.00
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Principal	\$225.00	per hour	x	6.00	hours	=	\$1,350.00
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Task 5: Subtotal	\$11,010.00
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Total Basic Service Fee	\$61,700.00
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Required Extended Services

Task 6: Low Voltage

Principal	\$225.00	per hour	x	8.00	hours	=	\$1,800.00
Project Manager	\$130.00	per hour	x	10.00	hours	=	\$1,300.00
Sr. Designer	\$130.00	per hour	x	7.00	hours	=	\$910.00
Job Captian	\$115.00	per hour	x	10.00	hours	=	\$1,150.00
CADD	\$90.00	per hour	x	12.00	hours	=	\$1,080.00
Clerical	\$60.00	per hour	x	6.00	hours	=	\$360.00

Task 6: Subtotal \$6,600.00

Task 7: Record Documents

Principal	\$225.00	per hour	x	0.00	hours	=	\$0.00
Project Manager	\$130.00	per hour	x	3.00	hours	=	\$390.00
Sr. Designer	\$130.00	per hour	x	0.00	hours	=	\$0.00
Job Captian	\$115.00	per hour	x	8.00	hours	=	\$920.00
CADD	\$90.00	per hour	x	15.00	hours	=	\$1,350.00
Clerical	\$60.00	per hour	x	14.00	hours	=	\$840.00

Task 7: Subtotal \$3,500.00

Task 8: Consultant management

Principal	\$225.00	per hour	x	6.00	hours	=	\$1,350.00
Project Manager	\$130.00	per hour	x	48.00	hours	=	\$6,240.00
Sr. Designer	\$130.00	per hour	x	0.00	hours	=	\$0.00
Job Captian	\$115.00	per hour	x	0.00	hours	=	\$0.00
CADD	\$90.00	per hour	x	0.00	hours	=	\$0.00
Clerical	\$60.00	per hour	x	15.50	hours	=	\$930.00

Task 8: Subtotal \$8,520.00

Total Extended Service Fee ~~\$18,675.00~~ \$18,620.00

Combined Total Fee ~~\$80,375.00~~ \$80,320.00

(Signature)



June 30, 2023

Mr. Rob Castrovinci
Principal
Song + Associates, Inc.
1545 Centrepark Drive North
West Palm Beach, FL 33401
Via email: Rcastrovinci@songandassociates.com

REFERENCE: OSPREY POINT GOLF LEARNING CENTER
Boca Raton, Florida
PROPOSAL FOR STRUCTURAL DESIGN SERVICES

Dear Mr. Castrovinci,

Thank you for inviting Jezerinac Group, PLLC to provide this proposal to Song + Associates, Inc. (the Client) for structural engineering services in relation to Osprey Point Golf Learning Center (the Project).

The following paragraphs outline our understanding of the project, our proposed scope, and the proposed fee structure.

I. Project Description

Our fee proposal is based on information provided to us in a Client's email dated **June 26, 2023**, which included a Presentation Deck last dated June of 2023 as well as a brief emailed description. To summarize in general terms, the project consists of the structural design of a single story 4,200 square foot building as well as an 1,800 square foot covered open-air hitting area.

II. Scope of Services

Our scope of services will be as provided in Exhibit A Basic Scope of Services – Structural Design attached.

III. Fees

We propose to perform the above Scope of Services for the Lump Sum Fees listed below plus reimbursable expenses as defined by AIA B104.

Position	Rate	Hours	Total
Schematic Design			
Senior Principal	250	3	\$750.00
Principal	242.74		\$0.00
Senior Associate	154	2	\$308.00
Project Engineer	130		\$0.00
Senior Engineer	115		\$0.00
Engineer	105	6	\$630.00
BIM Manager	145	3	\$435.00
Administrative Support	70		\$0.00
Schematic Design Phase Total:			\$2,123.00



Mr. Rob Castrovinci
 Song + Associates, Inc.
 Re: Osprey Point Golf Learning Center
 June 30, 2023
 Page 2 of 3

Design Development			
Senior Principal	250	4	\$1,000.00
Principal	242.74		\$0.00
Senior Associate	154	3	\$462.00
Project Engineer	130		\$0.00
Senior Engineer	115		\$0.00
Engineer	105	10	\$1,050.00
BIM Manager	145	7	\$1,015.00
Administrative Support	70		\$0.00
Design Development Total:			\$3,527.00
Construction Documents			
Senior Principal	250	3	\$750.00
Principal	242.74		\$0.00
Senior Associate	154	3	\$462.00
Project Engineer	130		\$0.00
Senior Engineer	115		\$0.00
Engineer	105	28	\$2,940.00
BIM Manager	145	10	\$1,450.00
Administrative Support	70		\$0.00
Construction Documents Total:			\$5,602.00
Construction Administration			
Senior Principal	250		\$0.00
Principal	242.74		\$0.00
Senior Associate	154	1	\$154.00
Project Engineer	130		\$0.00
Senior Engineer	115		\$0.00
Engineer	105	25	\$2,625.00
BIM Manager	145		\$0.00
Administrative Support	70		\$0.00
Construction Administration Total:			\$2,779.00
Total Fee:			\$14,031.00

For this project, we anticipate reimbursable expenses to include local travel, printing, and courier fees. These expenses will be borne by Jezerinac Group.



Mr. Rob Castrovinci
Song + Associates, Inc.
Re: Osprey Point Golf Learning Center
June 30, 2023
Page 3 of 3

IV. Payment

We will invoice the Client monthly for fees and expenses. Amounts due will be proportional to the completion of the phases described in Section III. Payment is due per the terms provided within Exhibit C, Standard Conditions. Jezerinac Group reserves the right to suspend or terminate services should payment fail to comply with these terms.

V. Additional Services

Should we be requested to perform services outside our Basic Scope of Services, as outlined in Exhibit A, we will make a request for additional fees in writing. We will proceed with the additional services only upon approval by the Client. Additional services will be rendered on an hourly basis per the rates that are shown within Exhibit B - Billing Rates unless a negotiated lump sum is mutually agreed upon.

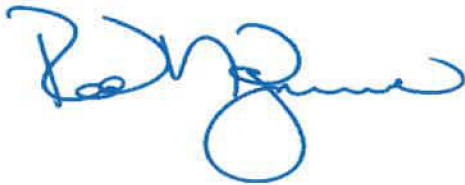
VI. Standard Conditions

We will perform all services in accordance with Exhibit C, Standard Conditions. Should Client elect to enter into an AIA Architect/Consultant Agreement or other Agreement, we will expect that these mutually beneficial terms are included within. This Proposal Letter in combination with its Exhibits represents our entire agreement.

Again, we would like to thank you for this opportunity and look forward to your favorable response to our proposal and are ready to get started immediately.

Very Truly Yours,

JEZERINAC GROUP, PLLC



Ronald M. Jezerinac, P.E., S.E.
President

Accepted by: Song + Associates, Inc.

(signature)

(printed)

(date)



EXHIBIT A

Basic Scope of Services – Structural Design

In general, our Basic Scope of Services includes the analysis and design of the primary structural frame and the secondary framing that supports the building enclosure. Documentation will include general notes, plans, sections, details, and specifications. The documentation will be generated using the Revit Structure platform with a Level of Detail 300 Building Information Model. The design of select systems will be delegated to the general contractor or subcontractor's engineer. In these cases, our documents will include adequate performance criteria and we will review their work to ensure that all loads are delivered to the primary structural frame as intended. We will attend periodic design, coordination, and construction meetings in which the primary focus is the building structure. Meetings will be attended in person or via teleconference depending on the subject matter and availability of technology. During construction, we will review submittals and respond to inquiries related to the structure and will visit the site periodically to observe construction. See sections below for further explanation of activities per phase. Note that the Consultant will not proceed into any subsequent phase without written direction to do so.

Schematic Design

- Provide a Basis of Design or Structural Narrative. This will include a summary of the design to be executed including a code assessment, identification of gravity and lateral loads imposed on the structure, description of gravity and lateral load resisting systems, the material selection including design properties, and a description of major analysis assumptions.
- Present viable framing schema for Architect and Construction Professionals to evaluate. Depending on project size and complexity, this may include preliminary general notes, design load maps, complete or partial foundation, and framing plans, identification of lateral load resisting system, conceptual sections, special detailing integral to the system, and outline specifications.
- Building Information Modeling Level of Detail 100:
 - Provide locations of structural grids (but defer grid ownership to the architect), walls, and columns. Framing members may be shown as BIM elements (but not sized) or linework to indicate framing directions only.
- Assist the Owner in selecting a Geotechnical Engineer. This may include the issuance of a Soil Boring Plan and provide requirements of the Soils Investigation Report.
- If Construction Professionals are on board at this stage, provide estimates of structural quantities for pricing.

Design Development

- Further refine Basis of Design or Structural Narrative.
- Select and further develop the chosen structural scheme.
- Prepare Design Development level drawings. This includes defining member proportions of depth and width via plan notes, elevations, or schedules allowing the Architect, Construction Professionals, and other Design Consultants to coordinate with the structure. This includes further development of the General Notes, finalization of design loads, Foundation Plans, elevated Framing Plans, elevations of Lateral Load Resisting System, Building Sections, and Typical Details.
- Building Information Modeling Level of Detail 200:
 - Provide locations of structural grids (but defer grid ownership to the architect), walls, columns, foundations, and major framing elements. The approximate depths of structural members will be modeled. Exact member depths will not be finalized until the Construction Documents phase.
 - The model may be shared with the Client for preliminary clash detection.
 - Typical 2-D details will be used to depict the interaction between modeled elements.





EXHIBIT A

Basic Scope of Services – Structural Design

Construction Documents

- Issue drawings to the Building Department for Permit including General Notes, Wind Pressure Diagrams, full and partial Framing Plans, Framing Elevations, Building Sections, Member Schedules, and Details.
- Building Information Modeling Level of Detail 300:
 - Provide final location, elevation, and sizes of structural grids (but defer grid ownership to the architect), walls, columns, foundations, and major framing elements. Framing members shall be sloped as required, excluding floors.
 - Openings in structural walls and roofs will be modeled with a tolerance of (+/- 1/8") from the architectural locations. Final locations will not be defined in the structural model.
 - The structural model may be shared with the Client for clash detection.
 - Examples of minor framing elements include, but are not limited to: miscellaneous steel, joist bridging, curbs, sump pits, parapets, non-load-bearing partitions, pipe & sleeve penetrations, and any plan elements that are not visible at 1/8" scale. These elements will be depicted in 2-D details.
 - Elements of the building design which will be delegated to a specialty engineer will be modeled for general location purposes but shall be superseded by the specialty engineer's signed drawings. Delegate engineered roof trusses will not be modeled. They shall be depicted as line work in plan and in 2-D details.
 - Concrete reinforcing and structural steel connections will be depicted in schedules and details.
- Perform periodic in-house Quality Assurance Reviews.
- Provide up to three signed and sealed copies of the drawings to the Building Department.
- Respond to and revise documents as required for up to two rounds of comments by the Building Department.

Construction Administration

- Assist Construction Professionals in evaluating bids and proposals.
- Attend pre-construction conferences in person or via telephone before major structural sub-contractors commence work.
- Respond to written and verbal requests for clarification. When in writing, responses are to be transmitted electronically.
- Review submittals required by Construction Documents. All reviewed drawings are to be marked up and transmitted electronically.
- Review Testing and Special Inspection Reports. Testing and Inspection services to be procured by the Owner under a separate contract.
- Visit the site during the construction of the primary structural frame and the secondary framing that supports the building enclosure. The purpose of site visits is to observe construction progress and to assess general conformance with the design intent of the building. Site visits are not intended to be exhaustive and do not relieve Special Inspector of their sole responsibility to ensure that the building is being constructed per the Construction Documents.
- Provide Record Set of structural drawings. This includes compiling all changes and additions made to Construction Documents during construction.

Further Clarifications to Scope

The following items are specifically excluded from our Scope of Services:

- Attendance of meetings in which the building structure is not the primary focus of the meeting. This includes multi-disciplinary meetings where discussion of the structure is limited.
- Opinions and estimates of Cost of Work. the Owner shall retain a qualified Construction Professional to perform such services.





EXHIBIT A

Basic Scope of Services – Structural Design

- Design of structural elements outside of the building footprint. This is including but not limited to site retaining walls, planter walls, spa and pool structures, signage walls, signage support, sidewalks, flag, and light poles and their supports.
- Design and detailing of non-structural elements including waterproofing systems, ceiling framing, non-load-bearing partitions, and MEP supports including ceiling hangars and rooftop curbs.
- Surveying and documenting existing conditions.
- Revisions to work that has already been completed and approved.
- Services made necessary by deficient construction or by default of any contractor.
- Consultant promotes the inclusion of the Structural Engineer of Record on-site on a full or part-time basis to facilitate and expedite the flow of contractor-generated inquiries. While these services are not included in our Basic Scope, we look forward to discussing them with the Architect and Owner at the appropriate time.
- Issuance of drawings to the owner, architect, contractor, or building department in excess of the issuances described in the preceding sections.
- Requests for substitutions that were not directed by the Architect or Owner during the design phase or were initiated by the Contractor for their convenience or their economic or schedule benefit.
- Changes during the design phase that were initiated by the Contractor for their convenience or their economic or schedule benefit.





EXHIBIT B

Fee Schedule

Project Name: Osprey Point Golf Learning Center

Position	Raw Rate	Loaded Rate
Senior Principal	\$84.17	\$250.00
Principal	\$81.73	\$242.74
Senior Associate	\$51.85	\$154.00
Project Engineer	\$43.77	\$130.00
Senior Engineer	\$38.72	\$115.00
Engineer	\$35.35	\$105.00
BIM Manager	\$48.82	\$145.00
Admin Support	\$23.57	\$70.00

Multiplier:

Salary 1.00

Overhead & Fringe 1.70

Subtotal 2.70

% Profit 0.27

Total Multiplier 2.97

*3.0 Maximum Allowable





EXHIBIT C

Standard Conditions – Architect and Consultant

1. These Standard Conditions, along with the Proposal Letter and its referenced Exhibits, represent the entire and integrated agreement between the Architect and Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Architect and Consultant (Jezerinac Group, PLLC).
2. The portion of the Project for which the Consultant shall provide services is defined in the Proposal Letter along with its referenced exhibits and is hereinafter called This Portion of the Project. Except as set forth herein, the Consultant shall not have any duties or responsibilities for any other portion of the Project.
3. To the extent that the provisions of the Prime Agreement apply to This Portion of the Project, the Architect shall assume toward the Consultant all obligations and responsibilities that the Owner assumes toward the Architect, and the Consultant shall assume toward the Architect all obligations and responsibilities that the Architect assumes toward the Owner. Where a provision of the Prime Agreement is inconsistent with a provision of this Agreement, this Agreement shall govern. To make this Article valid, Architect shall provide a fully executed copy of that agreement to Consultant prior to the execution of any Architect-Consultant Agreement.
4. Except as authorized by the Architect, all communications between the Consultant and the Owner, Contractor or other consultants for the Project shall be forwarded through the Architect. The Architect shall be the administrator of the professional services for the Project and shall facilitate the exchange of information among the Owner, Consultant and other consultants as necessary for the coordination of This Portion of the Project.
5. The Consultant shall perform its services consistent with the professional skill and care ordinarily provided by professionals practicing in the same or similar locality under the same or similar circumstances. The Consultant shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.
6. The Consultant shall not be responsible for the acts or omissions of the Architect, Architect's other consultants, Contractor, Subcontractors, their agents or employees, or other persons performing any of the Work. The Consultant shall provide prompt written notice to the Architect if the Consultant becomes aware of any errors, omissions or inconsistencies in the services or information provided by the Architect or other consultants.
7. The Consultant shall submit for the Architect's approval a schedule for the performance of the Consultant's services consistent with the requirements of the Prime Agreement, which may be adjusted as the Project proceeds. The Consultant's schedule shall allow reasonable time for the Architect and other consultants to review the Consultant's submittals. Once approved by the Architect, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Consultant or Architect. Should the project schedule be adjusted causing a material change to its staffing plan, through no fault of the Consultant, the Consultant shall be entitled to additional fees for services rendered per Article 8.
8. The Architect shall provide available information in a timely manner regarding requirements for and limitations on This Portion of the Project, including a copy of the Owner's program for the Project. The Architect shall identify a representative authorized to act on the Architect's behalf with respect to This Portion of the Project. The Architect or such identified representative shall render decisions in a timely manner pertaining to documents submitted by the Consultant in order to avoid unreasonable delay in the orderly and sequential progress of the Consultant's services. If the Consultant reasonably requests information from investigations, surveys, tests, analyses, and reports, or the services of other consultants not within the scope of the Consultant's services, the Architect shall request that the Owner furnish the information or services.
9. Additional Services may be provided after execution of this Agreement without invalidating the Agreement. Upon recognizing the need to perform Additional Services that may arise as the Project proceeds, the Consultant shall notify the Architect. The Consultant, however, shall not proceed to provide such services until the Consultant receives the Architect's written authorization.
10. The Architect shall confer with the Consultant before issuing interpretations or clarifications of documents prepared by the Consultant and shall request the recommendation of the Consultant before providing interpretations or clarifications of shop drawings, product data, samples or other submissions of the Contractor, or upon Change Orders and Construction Change Directives affecting This Portion of the Project.
11. For purposes of this Agreement, the Cost of the Work is defined as set forth in AIA B101. If at any time the estimate for the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Consultant shall make appropriate recommendations to the Architect to adjust the Project's size, quality or budget related to This Portion of the Project. Additionally, the Consultant shall cooperate with the Architect and the Architect's other consultants in redesigning the Work for This Portion of the Project to comply with the budget for the Cost of the Work. Should the project require redesign, through no fault of the Consultant, the Consultant shall be entitled to additional fees for services rendered per Article 9.
12. Consultant shall not have control or charge of, and shall not be responsible for, construction means, methods, techniques, sequences or procedures, for safety precautions and programs in connection with work or activities at the project site, for the acts or omissions of any contractor, subcontractors or any other persons performing any work or undertaking any activities at the project site, or for the failure of any of them to carry out any work or perform their activities in accordance with their contractual obligations, including, but not limited to, the requirements of any drawings, specifications or other documents prepared by Consultant.
13. The Architect and the Consultant shall not make changes in each other's Instruments of Service without the written permission of the other party.



Per terms & conditions of Prime Contract

EXHIBIT C

Standard Conditions – Architect and Consultant

14. The Consultant shall indemnify and hold the Architect and the Architect's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Consultant, its employees and its consultants in the performance of professional services under this Agreement.
15. The Architect shall indemnify and hold the Consultant and the Consultant's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its other consultants in the performance of professional services under this Agreement.
16. The Consultant shall, within time limits agreed upon or otherwise with reasonable promptness, render written recommendations on claims, disputes and other matters in question between the Owner and Contractor relating to the execution or progress of This Portion of the Project as provided by the Contract Documents. Should the Architect request these services, the Consultant shall be entitled to additional fees for services rendered per Article 9.
17. **CONSULTANT SHALL ONLY BE LIABLE TO PAY DAMAGES TO ARCHITECT ARISING OUT OF OR IN CONNECTION WITH THIS PORTION OF THE PROJECT, TO THE EXTENT THAT SUCH DAMAGES ARE CAUSED BY, AND ARE IN PROPORTION TO, THE NEGLIGENCE OF, OR BREACH OF THE STANDARD OF CARE BY, CONSULTANT. NOTHING CONTAINED IN THIS AGREEMENT SHALL CREATE A CONTRACTUAL RELATIONSHIP WITH OR A CAUSE OF ACTION IN FAVOR OF A THIRD PARTY, INCLUDING THE PROJECT OWNER AND ANY CONTRACTOR, SUBCONTRACTOR, VENDOR OR MATERIAL SUPPLIER, AGAINST EITHER THE ARCHITECT OR CONSULTANT. NOTWITHSTANDING ANYTHING TO THE CONTRARY PROVIDED FOR IN THIS AGREEMENT, TO THE EXTENT PERMITTED BY LAW, IT IS SPECIFICALLY UNDERSTOOD AND AGREED THAT THERE SHALL BE NO PERSONAL LIABILITY ON THE PART OF THE OWNERS, DIRECTORS, OFFICERS, MEMBERS, SHAREHOLDERS OR EMPLOYEES OF CONSULTANT OR ANY OF ITS AFFILIATES OR ITS SUCCESSORS AND ASSIGNS WITH RESPECT TO THE SERVICES OR ANY OF THE TERMS, COVENANTS, OBLIGATIONS, AND CONDITIONS OF THIS AGREEMENT.**
18. Any claim, dispute or matter in question shall be subject to mediation as a condition precedent to binding dispute resolution. Mediation shall be conducted as set forth in AIA Document B101. When applying those provisions to this Agreement, "Architect" shall be substituted for "Owner," and "Consultant" shall be substituted for "Architect." If the parties do not resolve a claim, dispute or matter in question through mediation, the method of binding dispute resolution shall be the following: Litigation in a court of competent jurisdiction.
19. It is expressly understood and agreed that, to the fullest extent permitted by law and notwithstanding any other provision of this Agreement, the aggregate total of Consultant's liability (and the liability of its owners, directors, officers and employees, if any such liability otherwise exists) arising from any and all claims, suits, demands, damages, losses, judgments, payments, awards, and expenses relating to the Project, Services and/or this Agreement shall be limited to and in no event exceed three times the fee actually received by Consultant for services rendered on the project and in no case greater than the proceeds of Consultant's Professional Liability Insurance Policy.
20. Except as otherwise provided below, the Architect or Consultant may terminate this Agreement with a 30-day notice. In the case of Consultant termination, Consultant shall be paid for its services rendered to date.
21. This Agreement shall be governed by the Florida Law unless the venue is otherwise provided in the Prime Agreement.
22. The Architect and Consultant, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither Architect nor Consultant shall assign this Agreement without the written consent of the other.
23. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Architect or Consultant.
24. Unless otherwise required in this Agreement, the Architect and Consultant shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.



EXHIBIT C

Standard Conditions – Architect and Consultant

25. If the Consultant or Architect receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.
26. The Architect shall reimburse the Consultant for the Reimbursable Expenses necessarily incurred by the Consultant or the Consultant's employees directly relating to the Project.
27. The Consultant shall submit invoices for services and Reimbursable Expenses in accordance with the provisions of the Prime Agreement. The Architect shall review such invoices and, if they are considered incorrect or untimely, the Architect shall, within ten days from receipt of the Consultant's billing, review the matter with the Consultant and confirm in writing to the Consultant the Architect's understanding of the disposition of the issue.
28. Payments to the Consultant shall be made within 10 days after the Architect is paid by the Owner under the Prime Agreement. The Architect shall exert reasonable and diligent efforts to collect prompt payment from the Owner. The Architect shall pay the Consultant in proportion to amounts received from the Owner that are attributable to the Consultant's services rendered and Reimbursable Expenses incurred. Consultant reserves the right to stop work or withhold deliverables should Consultant be unable to collect prompt payment.





Classification/Title	Raw Labor Rate	Labor Multiplier	Hourly Rate	Est. Hours	Est. Cost
PM/RTS - PE	\$ 41.00	2.85	\$ 116.85	6	\$ 701.10
PM/RTS - Principal Engr.	\$ 71.00	2.85	\$ 202.35	3	\$ 607.05
NRTS - Staff Engineer	\$ 31.00	2.85	\$ 88.35	16	\$ 1,413.60
NRTS - Engr. Tech.	\$ 21.00	2.85	\$ 59.85	6	\$ 359.10
Administrative	\$ 17.00	2.85	\$ 48.45	10	\$ 484.50
Drilling Crew (2-Person)	\$ 48.00	2.85	\$ 136.80	15	\$ 2,052.00
				Est. Total	\$ 5,617.35

July 11, 2023

Robert Castrovinci
Song + Associates, Inc.
1545 Centrepark Drive North
West Palm Beach, Florida 33401
Email: rcastrovinci@songandassociates.com



Urban Design
Land Planning
Landscape Architecture

**Re: OSPREY POINT GOLF LEARNING CENTER
UDS REF. # 23-056.000 (LA,IR,BAR,LAC,PER,GA)**

Dear Mr. Castrovinci:

Thank you very much for contacting Urban Design Studio for professional services. This proposal is submitted by **URBAN DESIGN STUDIO (UDS)**, (hereinafter referred to as the "Consultant") to **SONG + ASSOCIATES, INC.** (hereinafter referred to as the "Client") for professional planning and landscape architectural services the Consultant will provide for the above-referenced project. The project site is a portion of the Osprey Point Golf Course located within the Burt Aaronson South County Regional Park located north of Glades Road and west of US 441/SR7 in unincorporated Palm Beach County, west of Boca Raton, Florida. Proposed is a new golf learning center, practice putting green and reconfigured parking area. The site has a PO-Public Ownership zoning designation, making it suitable for governmental uses.

The Consultant will assist Palm Beach County Capital Improvements Division (CID) and the Client to develop a Landscape Plans for the project, assist with permitting and bidding, tree barricade permitting and provide construction observation services. An Irrigation Plan is also required for building permitting and a proposal from sub-consultant Parker-Yannette Design Group is also provided for this scope of services.

Signed and sealed Landscape Plans, prepared by a licensed Landscape Architect and complying with the local municipal land development code and any Conditions of Approval imposed by the approving authority, are required as part of the building, utility and land development permit applications for construction of the project. In preparing landscape plans for this project, the design will meet the minimum requirements for landscape buffers, parking lot, foundation planting and common area landscaping. It will also include the coordination and planning for the relocation of several Royal Palms within the affected area of the golf learning center. We will work with the Client and project team to finalize the landscape design and minimize conflicts between landscape and other improvements. We will also prepare opinions of cost for both the schematic and final design phases. All necessary municipal tabular data will be accommodated on the plans.

This proposal also includes services to assist with permitting and bidding the project, and providing construction observation services. The municipal jurisdiction will require that the Landscape Architect of record provide a letter stating that the work is in substantial conformance with the permitted plans and specifications. The Consultant must perform site visits during the course of the installation as set forth in this proposal to be in a position to provide this letter at the completion of the project.

Services to prepare design development and construction plans for irrigation improvements, assist with bidding, and provide construction observation services for irrigation installation for each will also be required for submittal with the building permit application. The Consultant will subcontract with Parker-Yannette Design Group for these services. A proposal from Parker-Yannette Design Group is attached hereto, and included with this proposal.

Our services will include the following:

PART I. LANDSCAPE ARCHITECTURAL DESIGN DOCUMENTS
UDS REF. # 23-056.000 (LA)

A. GENERAL SERVICES

- Attendance at one (1) initial Client conference to review pertinent landscape development restrictions and/or requirements, and Client-supplied data (i.e., survey, building plans, utilities);
- Consultation and coordination with the Client and the project design team regarding proposed site improvements, building locations, pedestrian systems, roadways, focal points, and other site elements.

B. SCHEMATIC DESIGN

- Using the site plan, prepare an annotated schematic design landscape plan reflecting required landscape improvements per code based on the proposed site improvements.

C. DESIGN DEVELOPMENT PLANS

- Utilizing the base plan provided by the Client, prepare a landscape base plan. Review and assist with the resolution of any base plan issues such as utility easement locations, planting in easements, right-of-way dedications, signage, sight lines and general coordination of site details with Client and the project design team;
- Prepare a design development level landscape plan, reflecting quantities of landscape material in each for code compliance, including the following elements:
 - overall tree specification and location to include buffers, open space, and parking areas
 - hedge, shrub, and groundcovers
 - foundation plantings
 - interior landscaping and open space
 - mechanical and utility screening
- Preparation of one (1) opinion of cost for proposed landscape improvements;
- Coordination with Owner and project design team to review design and opinion of cost, and discuss final changes to design and plant palette;
- Preparation of one (1) final amended design for submittal to Client for approval of Design Development Landscape Plan.

**PART II. TREE BARRICADING PLANS FOR VEGETATION BARRICADE
PERMITTING
UDS REF. # 23-056.000 (BAR)**

- Coordinate and attend one (1) site visit with Palm Beach County representatives to inspect trees and palms to be preserved and discuss location of barricades;
- Preparation of a Tree Barricading Plan and provide this plan and the Tree Disposition Plan to CID for submission to the Building Department to pursue a Vegetation Protection Barricade Permit;
- Attend one (1) site meeting with the Contractor installing barricades to assist with identifying the locations;
- Attend one (1) site meeting with PBC Landscape/ERM Staff following installation of barricades to confirm installation in correct location.

**PART III. LANDSCAPE ARCHITECTURAL CONSTRUCTION DOCUMENTS
UDS REF. # 23-056.000 (LAC)**

- Utilizing the approved Design Development Level Landscape Plan, preparation of one (1) final Landscape Plan for the proposed landscape improvements, suitable for permitting and construction. The Landscape Plan shall depict:
 - overall landscape design
 - plant types
 - plant quantities
 - location map
 - tabular data
 - general notes
 - Practice Putting Green to be designed by others
- Preparation of landscape specifications in "book" format;
- Consultation and coordination with the Client, CID and the project design team related to the proposed improvements, consistency of drawings and minimizing conflicts between infrastructure and proposed planting.
- Submit Landscape Plans including final planting schedule, planting details and specifications to Client and project design team for conflict review as follows:
 - 90% complete
 - 100% complete
- Preparation of opinions of cost for each submittal identified above.

**PART IV. PERMITTING AND BID ASSISTANCE
UDS REF. # 23-056.000 (PER)**

- Provide signed and sealed copies of the Landscape Plan for submittal by others with the permit applications;
- Review and respond to up to two (2) sets of comments received from the governing municipality and utility authority as part of the land development, utility and building permit reviews. Revise the Landscape Plans and provide a written response to the comments and provide both to the Client for resubmission to the governing municipality;

- Coordination with Client to address any landscape related questions that arise during bidding process;
- Preparation of up to two (2) addenda to landscape bid documents, if required.

PART V. CONSTRUCTION OBSERVATION
UDS REF. # 23-056.000 (CO)

- Prepare for and attend one (1) Pre-Construction Meeting on site with the selected General and Landscape contractors;
- Conduct site visits as indicated below to review conformance with landscape contract documents prepared by UDS, including preparation of field observation reports:
 - One (1) observation at time of delivery of plant material to observe nursery stock prior to planting
 - One (1) observation to review excavation of planting areas prior to placement of clean back fill in parking lots and building foundations
 - Up to two (2) observations of plant material installation
- Attend up to two (2) construction coordination meetings as directed by Client or CID Staff;
- Coordinate with Client and Contractor during the landscape installation to address site conditions and field adjustment plant material;
- Respond to pertinent Requests for Information (RFI);
- Perform one (1) final inspection of landscape installation, and develop one (1) punch list;
- Complete one (1) final walk-thru to confirm all punch list items have been completed;
- Prepare a letter for submission to the governing municipality stating that the landscape installation is in substantial conformance with the permitted plans and specifications;
- Coordination with Client, Contractor, and governing municipality to pursue landscape sign-off for landscape installation.

PART VI. IRRIGATION SERVICES
UDS REF. # 23-056.000 (IR)

- As requested, UDS will subcontract for irrigation design services. The irrigation services will be provided by our Sub-Consultant, Parker-Yannette Design Group. Attached is a proposal dated June 28, 2023 outlining the services to be provided. These fees will be billed to the Client through UDS.

PART VII. REIMBURSABLE EXPENSES
UDS REF. # 23-056.000 (EXP)

Reimbursable expenses are in addition to professional service fees and shall include, but are not limited to: reproduction, travel, lodging, courier, telephone charges, and client requested renderings and models. All vendor reimbursable expenses shall be billed on a monthly basis and charged at 15% above direct cost.

PART VIII. ADDITIONAL SERVICES
UDS REF. # 23-056.000 (GA)

Additional Services required as a result of substantial changes in the established project program, constraints, or other major changes in the project concept, or as requested by the Client or Palm Beach County will require proper authorization by the Client and will be billed at the hourly rates referenced herein, or may be negotiated on a fixed fee basis.

Additional Services **not included** within this proposal consist of, but are not limited to the following:

- Preparation and/or processing of any entitlement application not referenced herein;
- Site planning services;
- Standalone concurrency application;
- Document revisions resulting from changes in another consultants' work;
- Services of any consultant not listed in this proposal;
- Major document revisions resulting from design modifications requested by Owner, Client or supplied by another project design team;
- Coordination with Owner, Client, or project design team due to changes in program not described in scope;
- Additional resubmissions above those listed in this proposal;
- Revisions to the Landscape Plan as requested by the Owner, Client or as required by the governing municipality, following approval of the design development level design agreed to under the Construction Drawings phase;
- Preparation or submission of any permit applications unless noted herein;
- Preparation of streetscape or median landscape design and permitting in a right-of-way;
- Preparation of plant maintenance manual;
- Additional site visits other than referenced above;
- Selecting or locating utilities, signs or lights;
- Selecting or specifying hardscape or site furnishings.

At the request of PBC, Urban Design Studio shall provide additional work not listed under "Scope of Services" on an hourly basis. Additional Work Agreement addendum(s) will be sent for your use in approving additional services. The hourly rates listed below.

FEES:

PART I.	LANDSCAPE ARCHITECTURAL DESIGN DOCUMENTS	
	UDS REF. # 23-056.000 (LA)	
	LUMP SUM	\$6,321.00
PART II.	TREE BARRICADING PLANS FOR VEGETATION BARRICADE PERMITTING	
	UDS REF. # 23-056.000 (BAR)	
	LUMP SUM	\$2,058.00

PART III.	LANDSCAPE ARCHITECTURAL CONSTRUCTION DOCUMENTS	
	UDS REF. # 23-056.000 (LAC)	
	LUMP SUM	\$4,410.00
PART IV.	PERMITTING AND BID ASSISTANCE	
	UDS REF. # 23-056.000 (PER)	
	LUMP SUM	\$3,087.00
PART V.	CONSTRUCTION OBSERVATION	
	UDS REF. # 23-056.000 (CO)	
	LUMP SUM	\$5,145.00
PART VI.	IRRIGATION SERVICES	
	UDS REF. # 23-056.000 (IR)	
	LUMP SUM	\$7,280.00
PART VII.	REIMBURSABLE EXPENSES	\$1,000.00
	UDS REF. # 23-056.000 (EXP)	
PART VIII.	ADDITIONAL SERVICES	
	UDS REF. # 23-056.000 (GA)	
	HOURLY OPEN <i>(Client authorization required prior to services being rendered)</i>	
TOTAL FEE.....		\$29,301.00
	PART 1 TO PART VI	\$28,301.00
	PART IX REIMBURSABLE EXPENSES...	\$1,000.00

UDS will not exceed the total maximum labor fee shown without authorization from the Client. Individual task amounts are approved for budgeting purposes only. UDS reserves the right to reallocate amounts among tasks as necessary.

Urban Design Studio fee rates are:

Principal	\$193.00	Senior Urban Planner	\$118.00
Project Manager	\$161.00	Urban Planner	\$106.00
Landscape Architect (Licensed)	\$147.00	CADD Technician	\$81.00
Landscape Designer	\$112.00	Clerical	\$62.00

These fees do not include filling or permitting fees, which must be provided by the Client.

Contract Notes:

- *Errors and Omissions: Modifications to plans and application materials required as a result of errors and/or omissions by the surveyor, engineer or any other consultant, or changes requested by the Client or governmental agencies, will also be considered additional services, unless otherwise stated.*
- *Plant Quality: As the Consultant will not be on the site at all times during the landscape installation activities, and that a determination of plant quality includes the condition of the root ball, which is not visible after planting, the Consultant accepts no liability for any defective plant material not readily identified, or improper construction and/or maintenance practices.*
- *Construction Details: Pavement and Parking Construction details shown on plans prepared by the Consultant are conceptual only and subject to review by the project engineer and approval by the permitting agencies.*
- *Client agrees to advise Consultant of any known or suspected contaminants at the Project site.*
- *Client acknowledges and agrees that proper Project maintenance is required after the Project is complete. A lack of improper maintenance may result in damage to property or persons. Client further acknowledges and agrees that, as between the parties to this Agreement, Client is solely responsible for the results of any lack of or improper maintenance.*
- *Plant Maintenance: Client acknowledges and agrees that proper maintenance of plant material is required after the project is complete to keep it alive and growing.*

TERMINATION OF CONTRACT

Terms and conditions pursuant to Contract R-2022-0844 with Palm Beach County.

Additionally, Consultant may suspend the performance of its services if Client fails to pay Consultant in full for services rendered or expenses incurred. Consultant shall have no liability because of such suspension of services or termination due to Client's nonpayment.

Thank you for the opportunity to submit this proposal. The terms of this agreement are attached hereto and are a part hereof. Receipt of this signed proposal shall be our authorization to proceed.

Sincerely,
URBAN DESIGN STUDIO



Ken Tuma
Managing Principal

Attachments:

UDS OEBO Schedule 2
Attachment E – Conflict of Interest
Summary of Labor Hours
Proposal from Parker-Yannette Design Group dated June 28, 2023 for Irrigation
Parker-Yannette Design Group OEBO Schedule 2

APPROVED and ACCEPTED THIS _____ • Attachment: "Terms"

DAY OF _____, 2023.

Signature

Authorized Agent

TERMS

- Fixed Fees shall be billed on a monthly percentage of professional services completed basis.
- Fees related to Hourly services shall be billed monthly at the rates specified herein.
- The Consultant shall not exceed the estimated budget without further authorization.
- Payment of fees does not in any way depend upon development approval by any governmental agency or any other reviewing body.
- All balances shall be due upon receipt. Invoices shall be considered past due thirty (30) days from date of billing.
- The Client shall be responsible for a twelve percent (12%) carrying charge on all past due accounts.
- Fees and hourly rates are subject to renegotiation if scope of services is not completed within six (6) months due to delays beyond the Consultant's control.
- The Consultant shall not be responsible for any application fees or permit fees if required.
- The Consultant shall not be responsible for any professional services or fees other than those specifically referenced in this agreement.
- The terms of this agreement may be null and void if not accepted in thirty (30) days.
- Owner hereby grants to UDS the right to lien the real property of Owner as to which the professional services of UDS under this Agreement apply, to the extent of all sums, costs and fees due UDS hereunder. Such lien shall be filed, governed and foreclosed in the same manner as liens authorized under Chapter 713.03 (2), Florida Statutes.
- Services and costs under this contract may be subject to a Florida sales tax. If required, such a tax will be added to the fees quoted herein.
- Nothing in this Agreement shall create a contractual relationship for the benefit of any third party.
- UDS retains the right to post a marketing/information sign on the subject property.

ADDITIONAL SERVICES:

- Additional Services required as a result of substantial changes in the established project program, constraints or other major changes in the project concept, or as requested by the Client or Governing Body will require proper authorization by the client and will be billed at the hourly rates referenced herein, or may be negotiated on a fixed fee basis.

HOURLY RATES:

- Expert Witness testimony and deposition time will be billed at higher hourly rates.
- Hourly rates are subject to change upon thirty (30) day written notification.

MANAGING PARTNER/PRINCIPALS:	\$130-300/hr.	DIRECTORS:	\$125-200/hr.
LANDSCAPE ARCHITECTS:	\$120-150/hr.	PLANNERS:	\$75-175/hr.
DESIGNERS:	\$75-150/hr.	TECHNICAL SUPPORT:	\$50-75/hr.

EXPENSES:

- Reimbursable expenses are in addition to professional service fees and shall include, but are not limited to: reproduction, travel, lodging, courier, telephone charges, and client requested renderings/models. All vendor reimbursable expenses shall be billed on a monthly basis and charged at 15% above direct cost.

USE AND OWNERSHIP OF DOCUMENTS:

- Upon the parties signing this Agreement, Consultant grants Client a nonexclusive license to use UDS documents as described in this Agreement, provided Client performs in accordance with the terms of this Agreement. No other license is implied or granted under this Agreement. All instruments of professional service prepared by Consultant, including, but not limited to, drawings and specifications, graphic/logo design, and renderings are the property of UDS. These documents shall not be reused by Client on other projects without Consultant's written permission. UDS retains all rights, including copyrights, in its documents. Client or others cannot use UDS documents to complete this Project with others unless Consultant is found to have materially breached this Agreement.

INDEMNIFICATION:

- If this project involves construction as that term is generally understood, and the Consultant does not provide services during the construction, including, permitting/construction observation, site visits, shop drawing review, design clarifications, etc., the Client agrees to indemnify, defend and hold Consultant harmless from and against any and all claims, suits, demands, losses, costs and expenses, and liabilities arising out of, or resulting from, acts or omissions in the performance of said architectural services during construction by the Client, and those agents, employees, or subcontractors other than the Consultant, and project certification.

TERMINATION:

- It is further understood that, in case the Client fails to make any payments when due, in full, within thirty (30) days of the receipt of notification as to the amounts then due, the Consultant may elect not to perform any further services pursuant to this agreement and all payments already made shall be retained as liquidated damages and the Consultant may elect to terminate the Contract. Consultant shall have no liability because of such suspension of services or termination due to Client's nonpayment.

ATTORNEY'S FEES:

- In connection with any litigation, including appellate proceedings arising out of this agreement, the Consultant shall be entitled to recover from the Client any amounts due and/or unpaid, together with costs, interest and reasonable attorney's fees.

CONFLICT:

- Any changes to this contract shall be in writing and executed by all parties. In the event that there is disagreement between the parties regarding any of the terms of this agreement, said disagreement shall be submitted to arbitration pursuant to the rules and regulations of the American Arbitration Association. In no event shall any demand for mediation be made after such claim or dispute would be barred by applicable law. The decision of the American Arbitration Association shall be binding on the parties. Mediation fees shall be shared equally.

Per Terms & Conditions of Prime Contract

Summary of Labor Hour Requirements

Urban Design Studio
610 Clematis Street, Suite CU-02
West Palm Beach, FL 33401

Task	Task Description	Principal	Project Manager	Licensed Landscape Architect	Senior Urban Planner	Urban Planner	Landscape Designer	CADD Technician	Clerical	
		\$193	\$161	\$147	\$118	\$106	\$112	\$81	\$62	
Landscape Architectural Design Documents	Attendance at one (1) initial Client conference to review pertinent landscape development restrictions and/or requirements, and Client-supplied data (i.e. survey, building plans, utilities);	\$0	\$0	2	\$294	\$0	\$0	\$0	\$0	\$0
	Consultation and coordination with the Client and the project design team regarding proposed site improvements, building locations, pedestrian systems, roadways, focal points, and other site elements.	\$0	\$0	6	\$882	\$0	\$0	\$0	\$0	\$0
	Using the site plan, prepare an annotated schematic design landscape plan reflecting required landscape improvements per code based on the proposed site improvements.	\$0	\$0	8	\$1,176	\$0	\$0	\$0	\$0	\$0
	Utilizing the base plan provided by the Client, prepare a landscape base plan. Review and assist with the resolution of any base plan issues such as utility easement locations, planting in easements, right-of-way dedications, signage, sight lines and general coordination of site details with Client and the project design team;			6	\$882	\$0				
	Prepare a design development level landscape plan, reflecting quantities of landscape material in each for code compliance, including the following elements: overall tree specification and location to include buffers, open space, and parking areas, hedge, shrub, and groundcovers, foundation plantings, interior landscaping and open space, mechanical and utility screening			8	\$1,176	\$0				
	Preparation of one (1) opinion of cost for proposed landscape improvements;			1	\$147	\$0				
	Coordination with Owner and project design team to review design and opinion of cost, and discuss final changes to design and plant palette;			4	\$588	\$0				
	Preparation of one (1) final amended design for submittal to Client for approval of Design Development Landscape Plan.			8	\$1,176	\$0				
	Subtotal	\$0	\$0	\$6,321	\$0	\$0	\$0	\$0	\$0	\$6,321
Tree Barricading Plans for Vegetation Barricade Permit	Coordinate and attend one (1) site visit with Palm Beach County representatives to inspect trees and palms to be preserved and discuss location of barricades;	\$0	\$0	3	\$441	\$0	\$0	\$0	\$0	\$0
	Preparation of a Tree Barricading Plan and provide this plan and the Tree Disposition Plan to CID for submission to the Building Department to pursue a Vegetation Protection Barricade Permit;	\$0	\$0	7	\$1,029	\$0	\$0	\$0	\$0	\$0

Summary of Labor Hour Requirements

Urban Design Studio
610 Clematis Street, Suite CU-02
West Palm Beach, FL 33401

Task	Task Description	Principal	Project Manager	Licensed Landscape Architect	Senior Urban Planner	Urban Planner	Landscape Designer	CADD Technician	Clerical	
Tree Barricading Plans for Vegetation Barricade Permitting (cont.)		\$193	\$161	\$147	\$118	\$106	\$112	\$81	\$62	
	Attend one (1) site meeting with the Contractor installing barricades to assist with identifying the locations;			2	\$294	\$0				
	Attend one (1) site meeting with PBC Landscape/ERM Staff following installation of barricades to confirm installation in correct location.	\$0	\$0	2	\$294	\$0	\$0	\$0	\$0	
Subtotal		\$0	\$0	\$2,058	\$0	\$0	\$0	\$0	\$0	\$2,058
Landscape Architectural Construction Documents	Utilizing the approved Design Development Level Landscape Plan, preparation of one (1) final Landscape Plan for the proposed landscape improvements, suitable for permitting and construction. The Landscape Plan shall depict: overall landscape design, plant types, plant quantities, location map, tabular data, general notes	\$0	\$0	12	\$1,764	\$0	\$0	\$0	\$0	
	Preparation of landscape specifications in "plan" format;	\$0	\$0	2	\$294	\$0	\$0	\$0	\$0	
	Consultation and coordination with the Client, CID and the project design team related to the proposed improvements, consistency of drawings and minimizing conflicts between infrastructure and proposed planting.	\$0	\$0	6	\$882	\$0	\$0	\$0	\$0	
	Submit Landscape Plans including final planting schedule, planting details and specifications to Client and project design team for conflict review as follows: -90% complete -100% complete	\$0	\$0	8	\$1,176	\$0	\$0	\$0	\$0	
	Preparation of opinions of cost for each submittal identified above.	\$0	\$0	2	\$294	\$0	\$0	\$0	\$0	
Subtotal		\$0	\$0	\$4,410	\$0	\$0	\$0	\$0	\$0	\$4,410
Permitting and Bid Assistance	Provide signed and sealed copies of the Landscape Plan for submittal by others with the permit applications;	\$0	\$0	1	\$147	\$0	\$0	\$0	\$0	
	Review and respond to up to two (2) sets of comments received from the governing municipality and utility authority as part of the land development, utility and building permit reviews. Revise the Landscape Plans and provide a written response to the comments and provide both to the Client for resubmission to the	\$0	\$0	8	\$1,176	\$0	\$0	\$0	\$0	

Task	Task Description	Principal	Project Manager	Licensed Landscape Architect	Senior Urban Planner	Urban Planner	Landscape Designer	CADD Technician	Clerical	
		\$193	\$161	\$147	\$118	\$106	\$112	\$81	\$62	
Permitting and Bid Assistance (cont.)	Coordination with Client to address any landscape related questions that arise during bidding process;	\$0	\$0	4	\$588	\$0	\$0	\$0	\$0	
	Preparation of up to two (2) addenda to landscape bid documents, if required.	\$0	\$0	8	\$1,176	\$0	\$0	\$0	\$0	
Subtotal		\$0	\$0	\$3,087	\$0	\$0	\$0	\$0	\$0	\$3,087
Construction Observation	Prepare for and attend one (1) Pre-Construction Meeting on site with the selected General and Landscape contractors;	\$0	\$0	2	\$294	\$0	\$0	\$0	\$0	
	Conduct site visits as indicated below to review conformance with landscape contract documents prepared by UDS, including preparation of field observation reports: -One (1) observation at time of delivery of plant material to observe nursery stock prior to planting -One (1) observation to review excavation of planting areas prior to placement of clean back fill in parking lots and building foundations -Up to two (2) observations of plant material installation	\$0	\$0	8	\$1,176	\$0	\$0	\$0	\$0	
	Attend up to two (2) construction coordination meetings as directed by Client or CID Staff;			4	\$588					
	Coordinate with Client and Contractor during the landscape installation to address site conditions and field adjustment plant material;			4	\$588					
	Respond to pertinent Requests for Information (RFI);			6	\$882					
	Perform one (1) final inspection of landscape installation, and develop one (1) punch list;	\$0	\$0	4	\$588	\$0	\$0	\$0	\$0	
	Complete one (1) final walk-thru to confirm all punch list items have been completed;	\$0	\$0	2	\$294	\$0	\$0	\$0	\$0	
	Prepare a letter for submission to the governing municipality stating that the landscape installation is in substantial conformance with the permitted plans and	\$0	\$0	2	\$294	\$0	\$0	\$0	\$0	
	Coordination with Client, Contractor, and governing municipality to pursue landscape sign-off for landscape installation.	\$0	\$0	3	\$441	\$0	\$0	\$0	\$0	
Subtotal		\$0	\$0	\$5,145	\$0	\$0	\$0	\$0	\$0	\$5,145

Task	Task Description	Principal	Project Manager	Licensed Landscape Architect	Senior Urban Planner	Urban Planner	Landscape Designer	CADD Technician	Clerical	
		\$193	\$161	\$147	\$118	\$106	\$112	\$81	\$62	
Irrigation Service	PART A - Irrigation Plan	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,920
	PART B - Construction Administration	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,360
Subtotal		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,280
	Reimbursable Expenses Allowance									\$1,000
TOTAL										\$28,301



ENGINEERS SURVEYORS GIS MAPPERS

C. ANDRE RAYMAN, P.S.M.

KEITH B. JACKSON, P.E.

LISA A. TROPEPE, P.E.

ADAM SWANEY, P.E., LEED AP

JENNIFER MALIN, P.S.M.

June 27, 2023

Revised April 2, 2025

Robert Castrovinci, AIA, NCARB
Song & Associates, Inc
1545 Centrepark Drive North
West Palm Beach, FL 33401
(Via email: rcastrovinci@songandassociates.com)

**RE: Professional Civil Engineering & Surveying Services
Osprey Point Golf Learning Center
Boca Raton, Florida
Engenuity Group, Inc. Project No. 23058.01**

Dear Mr. Castrovinci:

We are pleased to offer this proposal to render Professional Civil Engineering & Surveying services in connection with Osprey Point Golf Learning Center located at 12551 Glades Rd, Boca Raton, FL (hereinafter called the 'Project'). Our proposal is based on your email and presentation attachment of June 26, 2023 showing a proposed building and expanded parking and associated pathways.

Surveying Services

Engenuity Group, Inc. will prepare a Topographic and Tree Survey pursuant to Chapter 5J-17.050, Florida Administrative Code, of a portion of the site identified by Parcel Control Number: 00-41-47-14-13-001-0000. The specific limits are shown on the attached graphic highlighted in red, which was provided on June 26, 2023.

See the attached **Designated Scope of Services** for a specific list of items to be included on the survey.

Total Survey Fee: \$5,327.00

Additionally, we will provide SUE services for the project limits as mentioned above.

Engenuity Group, Inc. will provide services with due diligence and in a manner consistent with the standards of the subsurface utility locating industry.

Every reasonable effort will be made to locate the asbestos water main and services as indicated on record plans available to us or not as well as all other underground utilities within the right-of-way for the route.

The horizontal location effort will include electromagnetic induction, power source detection, and ground penetrating radar (GPR) within the site outlined in **red** on the attached graphic. The accuracy of these techniques is subject to the limitation of the available technology and certain factors and field conditions beyond our control.

REVISED 2025 04-02 2023 07-14 Proposal
Project No. 23058.01
Page 1 of 7

- Utility locations are provided for design purposes only in an attempt to prevent or reduce the likelihood of damage during excavation.
- Areas to be surveyed with GPR must be level, and free of obstructions.
- Use of this service does not relieve interested parties from their responsibility to make required notifications prior to excavation.
- Results are dependent upon field conditions at the time of locating services.

Total SUE Fee: \$3,156.00

The results of our SUE efforts which will be performed in accordance with ASCE 38-22 will be shown on the topographic survey deliverable which will be signed and sealed for this project.

Technical Limitations of Methods of Locating Subsurface Utilities:

Ground Penetrating Radar (GPR) is a non-destructive geophysical method that uses radar pulses to image the subsurface. This technique uses electromagnetic radiation in the microwave band of the radio spectrum, and detects the reflected signals from subsurface structures. The working principle of GPR involves emitting a high-frequency radio wave into the ground and observing the reflected signals. The radar antenna emits the signal into the ground, and when the signal hits a boundary with different dielectric constants, the signal is reflected back to the antenna. The time it takes for the reflection to arrive back at the receiver is proportional to the depth of the object causing the reflection. The reflected signals are recorded by the system and then processed to create a subsurface profile. The resulting profile can be interpreted to understand the subsurface conditions, including the presence of buried objects or changes in material properties. Despite its extensive utility in geology, archaeology, surveying, and engineering, GPR does have some technical limitations. Understanding these limitations is critical. Soil and Material Properties: One of the primary limitations of GPR is the sensitivity to material properties. Conductive materials such as clay, salty water, or certain types of minerals can absorb and attenuate the radar signal, reducing the depth of penetration. Non-metallic materials and utilities may not reflect signals as strongly as metallic materials and utilities. Similarly, heterogeneous materials or conditions can cause signal scattering, which may complicate the interpretation of the results. Penetration Depth: While GPR can be incredibly useful for shallow investigations, the depth of penetration is limited. The penetration depth is determined by the frequency of the radar wave, with lower frequencies penetrating deeper but providing less resolution, and higher frequencies offering higher resolution but shallower penetration. Differentiation Between Similar Materials: GPR may struggle to differentiate between objects or layers of similar dielectric constants. This can lead to difficulties in distinguishing between different layers or objects within the subsurface, potentially causing inaccurate interpretations. Small Objects: GPR has limitations when detecting small objects. The minimum size of detectable objects is approximately equal to the wavelength of the radar wave, which means higher frequency (and thus, shorter wavelength) systems are required for detecting small objects, sacrificing depth

penetration. Surface and Subsurface Conditions: Surface conditions such as rough terrain or vegetation can negatively impact GPR data quality. Similarly, certain subsurface conditions like soil moisture, temperature, and the presence of metallic objects can cause signal distortion or absorption.

Electromagnetic Induction (EMI) systems are a common method for locating buried utilities due to their non-invasive nature and potential for high accuracy. EMI systems work by transmitting an electromagnetic field into the ground using a coil. When this field interacts with a buried utility, it induces electric currents within the utility, generating a secondary magnetic field. The EMI system's receiver detects this secondary field, and the difference between the primary and secondary fields is analyzed to determine the presence and approximate location of the utility. Depth limitation: The depth at which an EMI system can detect underground utilities is largely dependent on the frequency of the electromagnetic wave used. High-frequency signals can yield detailed information about shallow subsurface features but do not penetrate deeply into the ground. Conversely, low-frequency signals can reach greater depths but offer less precision. Soil conditions: Soil conditions can greatly affect the accuracy of an EMI system. For example, high moisture content or high conductivity soils can interfere with the magnetic field, making it difficult to accurately locate utilities. Similarly, rocky or sandy soils can scatter the magnetic field, leading to inaccuracies. Interference: When multiple utilities are present in the same location, the signals from each utility can interfere with each other, leading to inaccuracies. This is especially true when the utilities are close together, such as in congested urban areas. Non-conductive utilities: EMI systems are primarily designed to detect conductive utilities, such as metal pipes or cables. Non-conductive utilities, such as plastic pipes, may not be detectable by an EMI system.

The final deliverable will be an electronically signed and sealed copy of the Topographic and Tree Survey with accompanying AutoCAD file, which can be provided within thirty (30) business days of receiving authorization to proceed. In the event of rain delaying our field work, the delivery time will be pushed back the same number of days.

Air Vacuum Excavation Test Holes (By Others)

Engenuity Group, Inc. has subcontracted Colliers Engineering & Design, Inc. to obtain soft digs (excavations) to be determined where potential conflicts with existing utilities are expected or identified during the design process.

Soft Digs Fee: \$600.00 per Locate- Minimum 4: Total: \$2,400.00

Engineering Services

Our services will consist of preparation of Design Development, Information and Documents (50%), Final Construction Documents (100%), Permit Application submittals,

Contractor Bid Coordination, Construction Observations, and Construction Phases Services, all as set forth in Exhibit "A" which is attached to this letter.

Our services as set forth in Exhibit "A" will be provided for a lump sum of **\$50,420.00** based on the following distribution of compensation:

A. Design Development (50%)	\$6,960.00
B. Construction Documents (100%)	\$18,130.00
C. Permitting	\$9,532.00
D. Bid Coordination	\$1,902.00
E. Construction Phases Services	\$13,896.00

Permit Fees, Reproduction Charges and Reimbursable Expenses

The Total Contract Price **does not** include the payment of any governmental agency submittal or processing fees. The cost of these fees and any costs incurred by the office for printing, reproduction and other reimbursable expenses such as postage, travel, and document copy charges will be billed to the client monthly.

Invoicing and Payment

Work will be invoiced on a monthly basis for work completed to date. Invoice shall be paid in full by the Client within thirty (30) days of the invoice date, unless within such thirty (30) day period, Client notifies Engenuity Group, Inc. in writing of its objection to the amount of said invoice. Such notice shall be accompanied by payment of any undisputed portion of said invoice. If written objection is not received within thirty (30) days it shall constitute approval of invoice by Client. If the payment is not received within fifteen (15) days of billing date, a late charge will be added to the invoice in the amount of 1½ percent per month on the outstanding balance. If payment is not received within sixty (60) days of the invoice date, work may be suspended on the project until the outstanding invoice(s) are paid in full.

This proposal represents the entire understanding between you and us with respect to the Project. If this satisfactorily sets forth your understanding of our agreement, please execute the attached Authorization and return it to us. If you have any questions, please do not hesitate to contact us.

PURSUANT TO SECTION 558.0035 FLORIDA STATUTES, THE CONSULTANT IS THE RESPONSIBLE PARTY FOR THE PROFESSIONAL SERVICES IT AGREES TO PROVIDE UNDER THIS CONTRACT. NO INDIVIDUAL PROFESSIONAL EMPLOYEE, AGENT, DIRECTOR, OFFICER OR PRINCIPAL MAY BE INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF THIS CONTRACT, AS LONG AS THE CONSULTANT MAINTAINS THE PROFESSIONAL LIABILITY INSURANCE REQUIRED UNDER THIS CONTRACT AND AS LONG AS ANY DAMAGES ARE SOLELY ECONOMIC IN NATURE AND THE DAMAGES

DO NOT EXTEND TO PERSONAL INJURIES OR PROPERTY NOT SUBJECT TO THIS CONTRACT.

Sincerely,



Adam C. Swaney, P.E.
Director of Engineering

Approved by:



Keith B. Jackson, P.E.
Vice President

**Authorization: Professional Civil Engineering & Surveying Services
Osprey Point Golf Learning Center
Boca Raton, Florida
Engenuity Group, Inc. Project No. 23058.01**

By: _____

(Name & Title)

Date: _____

For: _____

(Name of Company)

Contract Amount:	Total Survey Fee:	\$5,327.00
	Total SUE Fee:	\$3,156.00
	Soft Digs Fee:	\$600.00 per Locate- Total \$2,400.00
	Total Engineering Fee:	\$50,420.00

DESIGNATED SCOPE OF SERVICES: TOPOGRAPHIC/TREE SURVEY**NAME: OSPREY POINT GOLF LEARNING CENTER****ENGENUITY PROJECT NO. 23058.01****DATE: 4/2/2025**

TASK:	Included in Contract (Yes/No)
Topographical Survey	
Minimum of two permanent benchmarks per every 500' on site; description and elevation to nearest .01'.	Yes
Contours at 1-foot intervals; error shall not exceed one half contour interval.	No
Spot elevation at each intersection of a 50-foot square grid covering the property.	Yes
Spot elevations at street intersection and at 100 feet on center curb, sidewalk and edge of paving including far side of paving.	Yes
Topographic data will be obtained at 100-foot intervals of the road from right-of-way to right-of-way.	Yes
Plotted location of structures, man-made (e.g., paved areas) and natural features.	Yes
Location of water mains, and other utilities including, but not limited to, buried tanks and septic fields serving, or on, the property based on as-built information supplied by utility companies.	No
Location of fire hydrants available to the property.	Yes
Location and characteristics of power and communications systems above grade.	Yes
Location, size, depth and direction of flow of sanitary sewers, storm drains and culverts serving, or on, the property; location of catch basins and manholes, and inverts of pipe at each.	Yes
Name of the operating authority of each utility.	No
Elevation of water in any excavation, well or nearby body of water.	No
Extent of watershed onto the property.	No
Trees of 6" and over (caliper 3' above ground); locate within 1' tolerance and give species in English or botanical terms.	Yes
Specimen trees flagged by the Owner or the Architect (___ in number); locate to the center within 1' tolerance; give species in English or botanical terms, give caliper and ground elevation on upper slope side.	No
Perimeter outline only of thickly wooded areas unless otherwise directed.	Yes
Confirm soil boring location(s).	No
SUE Services included in the scope	No
Scale of drawing is typically 1"=20' but will be determined by Engenuity Group, Inc. unless the client specifies a scale they would like the drawing at.	
Other (specify): 1. Datum will be National American Vertical Datum 1988 (NAVD 88) 2. SUE Services are included in the services	

GRAPHIC



Fee Breakdown
OSPREY POINT GOLF LEARNING CENTER
BOCA RATON, FL

Engenuity Group Project 23058.01

		Sr. Corporate Officer	Sr. CADD/GID Tech/Field Rep	2 Person survey Crew	Clerical		
Hourly Rate		\$198.00	\$109.00	\$144.00	\$60.00		
1	Field Work		2	20		\$	3,098.00
2	Office Work	3	15			\$	2,229.00
TOTAL						\$	5,327.00

Fee Breakdown **OSPREY POINT GOLF LEARNING CENTER**

Engenuity Group Project No. 23058.01

Description

		Sr. Corporate Officer	Sr. CADD/GID Tech/Field Rep	2 Person survey Crew	Soft Digs	Clerical	
	Street Name	\$198.00	\$109.00	\$144.00	\$600.00	\$60.00	
1	Engenuity Group Underground Locating Services	1	6	16			\$ 3,156.00
2	Colliers- Soft Digs				4		\$ 2,400.00
Total							\$ 5,556.00

EXHIBIT “A”

**OSPREY POINT GOLF LEARNING CENTER
BOCA RATON, FL
Engenuity Group Project No. 23058.01**

ENGINEER'S SERVICES:

A1.01 Design Development (50%)

- A. Meet with OWNER to define and clarify OWNER'S requirements for the Project and available data.
- B. Research and Coordination of existing water and sewer utility connection points.
- C. Research and Coordination on legal positive outfall point and detention requirements for storm water discharge and runoff.
- D. Prepare initial drawings indicating the scope, extent, and character of the paving, grading, drainage, wastewater, and water work to be performed and furnished by the CONTRACTOR.
- E. Prepare drainage calculations.
- F. Attend up to two (2) coordination meetings.

A1.02 Construction Documents (100%)

- A. Prepare final drawings indicating the scope, extent, and character of the paving, grading, drainage, wastewater, and water work to be performed and furnished by the CONTRACTOR.
- B. Prepare note specifications on plans.
- C. Prepare a Pollution Prevention Plan.
- D. Prepare Engineer's Opinion of Cost for the overall civil site improvements.

A1.04 Permitting Phase Services

- A. Provide technical criteria, written descriptions, and design data for filing applications for permits from the following governmental authorities having jurisdiction to review or approve the design of the Project:
1. South Florida Water Management District – On-site ERP drainage modification permit.
 2. Palm Beach County Engineering Department - On-Site paving and drainage and driveway connection permits.
 3. Palm Beach County Water Utilities Department- Water and Wastewater permit.
 4. Palm Beach County Health Department – Water and Wastewater permit.
 5. Palm Beach Fire Rescue – Water Permit.
 6. NPDES Permit Application (NOI).

Normal and customary permitting activities are included in ENGINEER'S services. Responding to application review comments that require ENGINEER'S services that are not normal and customary are additional services that can be performed on an hourly basis upon authorization.

A1.05 Items to be furnished by OWNER:

- A. Soil borings and analysis. Percolation test results, if required.

A1.06 This proposal does not include the following:

- A. The design of any major off-site roadway improvements, or any utility extension beyond 500' from the proposed building site.
- B. Reproduction of drawings and specifications for CONTRACTOR'S use during construction.
- C. Survey including platting and construction layout or record drawings.
- D. Design of landscaping, irrigation, and lighting.
- E. Coordination or design of new or relocated electrical, gas, telephone, and TV services. Minor relocation coordination is included for existing trailer demolition.
- F. Traffic Study or Analysis.

G. Environmental Analysis or design including wetlands, uplands, or contamination.

A1.07 Bid Coordination

A. Assist ARCHITECT/ OWNER in obtaining and reviewing bids for the Work.

A1.08 Construction Phase Services

A. *Preconstruction Conference.* Attend a Preconstruction Conference prior to commencement of Work at the Site.

B. *Visits to Site and Observation of Construction.* In connection with observations of CONTRACTOR'S work in progress while it is in progress:

1. Make no more than TEN (10) visits to the site at intervals appropriate to the various stages of construction, as ENGINEER deems necessary, in order to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations by ENGINEER, are not intended to be exhaustive or to extend to every aspect of CONTRACTOR'S work in progress or to involve detailed inspections of CONTRACTOR'S work in progress beyond the responsibilities specifically assigned to ENGINEER in the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on ENGINEER'S exercise of professional judgment. Based on information obtained during such visits and such observations, ENGINEER will determine in general if CONTRACTOR'S work is proceeding in accordance with the Contract documents, and ENGINEER shall keep OWNER informed of the progress of Work. Additional site visits beyond this can be provided as an additional service.
2. ENGINEER will not, during such visits or as a result of such observations of CONTRACTOR'S work in progress, supervise, direct, or have control over CONTRACTOR'S work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by CONTRACTOR, for safety precautions and programs incident to regulations applicable to CONTRACTOR'S furnishing and performing the Work. Accordingly, ENGINEER neither guarantees the performance of any CONTRACTOR nor assumes responsibility for any CONTRACTOR'S failure to furnish

and perform its work in accordance with the Contract Documents.

- C. *Clarifications and Interpretations; Field Orders.* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of CONTRACTOR'S work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. ENGINEER may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.
- D. *Shop Drawings and Samples.* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which CONTRACTOR is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto. ENGINEER has an obligation to meet the CONTRACTOR'S submittal schedule that has earlier been acceptable to ENGINEER.
- E. *Applications for Payment.* Based on ENGINEER'S on-site observations as an experienced and qualified design professional, ENGINEER will review pay applications and advise OWNER to either recommend payment or return the pay application to the CONTRACTOR for correction.
- F. *Inspections and Tests.* Require such special inspections or tests of CONTRACTOR'S work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. ENGINEER'S review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. ENGINEER shall be entitled to rely on the results of such tests. Field testing of materials is not included in ENGINEER'S scope of services.
- G. *Record Drawings.* Review Record Drawings prepared and certified by the CONTRACTOR'S Florida licensed surveyor and the CONTRACTOR.
- H. *Completion of Construction Certifications.* Prepare construction completion certifications and submit to the following agencies:

1. South Florida Water Management District
 2. Palm Beach County Engineering Department
 3. Palm Beach County Water Utilities Dept. and PBC Health Dept.
 4. NPDES Notice of Completion
- .
- I. *Substantial Completion.* Promptly after notice from CONTRACTOR that CONTRACTOR considers the entire Work ready for its intended use, in company with OWNER and CONTRACTOR, conduct a review of the work to determine if it is Substantially Complete.
 - J. *Final Notice of Acceptability of the Work.* Conduct a final review to determine if the completed Work of CONTRACTOR is acceptable.
 - K. *Contract Time.* ENGINEER'S services during construction are dependent upon the timely performance of CONTRACTOR'S work. ENGINEER'S services are based on a construction Contract Time of one hundred and eighty (180) calendar days for final completion of the work. If the CONTRACTOR exceeds such period of time, ENGINEER'S compensation shall be subject to an equitable adjustment.

Exhibit B
Fee Breakdown
Osprey Point Learning Center

Engenuity Group Project No. 23058.01

Description	Sr. Project Engineer	Project Manager	Sr. Cadd Tech/Field Tech	Field Representative	Clerical
Hourly Rate	\$155.00	\$142.00	\$109.00	\$90.00	\$60.00
Design Development Phase (50%)					
1 Coordination Meetings	4.00	4.00			
2 P, G & D Design	2.00	4.00			
3 S & W Design	2.00	4.00			
4 P, G & D Drawings			8.00		
5 S & W Drawings			8.00		
6 Sewer Profiles					
7 Specifications					
8 Calculations		8.00			
9 Utility Coordination		8.00			
10 Horizontal Control Plan					
11 Pollution Prevention Plan					
12 Permitting					
13 Cost Estimate					
14 Quality Control Review					
Labor Hours	8.00	28.00	16.00	0.00	0.00
Labor Cost	\$ 1,240.00	\$ 3,976.00	\$ 1,744.00	\$ -	\$ -
Other Direct Costs					\$ -
Consultant Costs					\$ -
Total Fee (Design Development)					\$ 6,960.00
Construction Documents (100%) and Permitting Phase					
1 Coordination Meetings		4.00			
2 P, G & D Design	2.00	12.00			
3 S & W Design	2.00	12.00			
4 P, G & D Drawings		4.00	32.00		
5 S & W Drawings		4.00	32.00		
6 Sewer Profiles					
7 Specifications		4.00	2.00		
8 Calculations					
9 Utility Coordination		2.00	4.00		
10 Horizontal Control Plan		2.00	6.00		
11 Pollution Prevention Plan		2.00	4.00		
12 Permitting	12.00	48.00	4.00		7.00
13 Cost Estimate		8.00			
14 Quality Control Review	4.00	2.00	2.00		
Labor Hours	20.00	104.00	86.00	0.00	7.00
Labor Cost	\$ 3,100.00	\$ 14,768.00	\$ 9,374.00	\$ -	\$ 420.00
Other Direct Costs					\$ -
Consultant Costs					\$ -
Total Fee (Design, Construction Documents 100% and Permitting)					\$ 27,662.00
Bidding Phase					
1 Bidding Assistance	2.00	6.00			
2 Pre-Bid Meeting and Minutes	2.00				2.00
3 Bid Opening and Tabulation					
4 Issue Addenda					
5 Bid Evaluation	2.00				
6 Notice of Award					
7 Contracts					
Labor Hours	6.00	6.00	0.00	0.00	2.00
Labor Cost	\$ 930.00	\$ 852.00	\$ -	\$ -	\$ 120.00
Other Direct Costs					\$ -
Consultant Costs					\$ -
Total Fee (Bidding)					\$ 1,902.00

Exhibit B
Fee Breakdown
Osprey Point Learning Center

Engenuity Group Project No. 23058,01

Description	Sr. Project Engineer	Project Manager	Sr. Cadd Tech/Field Tech	Field Representative	Clerical
Hourly Rate	\$155.00	\$142.00	\$109.00	\$90.00	\$60.00
Construction Phase Services					
1 Preconstruction Conference	2.00	3.00			\$ 736.00
2 Field Observations				39.00	12.00
3 Engineer's Site Visits	2.00	10.00			\$ 1,730.00
4 Clarifications and Interpretations		5.00			\$ 710.00
5 Change Order review		5.00			\$ 710.00
6 Shop Drawing review		8.00			\$ 1,136.00
7 Testing report review		2.00			\$ 284.00
8 Pay Application review		6.00		2.00	\$ 1,032.00
9 Closeout Documents		4.00			\$ 568.00
10 Record Drawing review		2.00		2.00	\$ 464.00
11 Certifications	4.00	2.00			\$ 904.00
12 Substantial Completion Walkthrough		3.00		3.00	\$ 696.00
13 Final Walkthrough		3.00		3.00	\$ 696.00
Labor Hours	8.00	53.00	0.00	49.00	12.00
Labor Cost	\$ 1,240.00	\$ 7,526.00	\$ -	\$ 4,410.00	\$ 720.00
Other Direct Costs					\$ -
Consultant Costs					\$ -
Total Fee (Construction)					\$ 13,896.00
TOTAL LUMP SUM FEE					\$ 50,420.00

VIA Email
July 12, 2023

Engenuity Group, Inc
1280 North Congress Avenue, Suite 101
West Palm Beach, FL 33409

Proposal for Professional Services
Osprey Point Golf Learning Center
Colliers Engineering & Design Proposal No.: 23009850P

Dear Nury Figueroa,

Colliers Engineering & Design, Inc. (DBA Maser Consulting) is pleased to submit this proposal to provide professional services. The project is located at 12551 Glades Road, Boca Raton, FL 33498.

This proposal is divided into four sections as follows:

- Section I – Scope of Services**
- Section II – Business Terms and Conditions**
- Section III – Technical Staff Hourly Rate Schedule and Reimbursable Expenses**
- Section IV – Client Contract Authorization**

The order in which the following scope of services are presented generally follows the sequence in which the project will be accomplished; however, depending on the project, the various authorized services contained in this proposal may be performed in a sequence as deemed appropriate by Colliers Engineering & Design to meet project schedules.

Section I – Scope of Services

Based on our conversations and information noted above, we propose to complete the following:

Subsurface Utility Engineering

Colliers Engineering & Design proposes to provide the following professional Subsurface Utility Engineering (SUE) Services in support of the above-named project in accordance with the project limits as indicated on the provided map and site sketch labeled Exhibit-1 below. Our investigation will be performed to the standard of care applicable in the SUE profession. CED will perform Locates (Test Holes) at the direction of Engenuity Inc at the location shown in Exhibit-1, within Osprey Point Golf Course. A minimum of 4 locates will be required per mobilization.

Locating (Test Hole) Services

Location services will be used to find the horizontal and vertical position of subsurface utilities by excavating a test hole using vacuum excavation techniques and equipment that is non-destructive to utilities. Location services will be performed at specific points within the project where precise

vertical utility information is required to determine the extent of conflict or clearance with or from a proposed design element. Test hole locations will be identified by the Project Owner or Client and transmitted to Colliers Engineering & Design to be completed in the field.

- Provide equipment, personnel and supplies required to perform locating services. Colliers Engineering & Design shall determine which equipment, personnel and supplies are required to perform such services.
- Excavate test holes to expose the utility to be measured in such a manner that ensures the safety of the excavation and the integrity of the utility to be measured. In performing such excavations, Colliers Engineering & Design shall comply with applicable utility damage prevention laws. Excavations will be performed using specially developed vacuum excavation equipment that is non-destructive to existing facilities. If contaminated soils are discovered during the excavation process, Colliers Engineering & Design will so notify the Client.
- Locate and identify the precise horizontal and vertical position of existing facilities. Positive identification includes the determination or confirmation of facility type, size, depth and material composition.
- In grass and landscape areas, restoration shall be as reasonably possible to the condition that existed prior to excavation.
- In pavement areas, restoration shall be with asphaltic cold mix or other pre-approved methods as required. It is anticipated there will be vacuum excavation in paved areas required for test holes on this project.
- In areas inaccessible by excavation truck or other equipment, electronic depths may be provided on designated utilities in lieu of test holes.

Deliverables

Colliers Engineering & Design will perform Utility Field Sketches, and digital site photographs will be collected of locate services performed.

- Sketch
- Photos
- Test hole Report

Technical Limitations

Services will be provided with due diligence and in a manner consistent with standards of the subsurface utility locating industry. Every reasonable effort will be made to locate all utility systems of interest whether indicated on record plans available to us or not. However, no guarantee can be made that all existing utility systems can be detected, located, or exposed. It may not be possible to detect utilities without prior knowledge, such as systems that are not depicted on record prints available to us. Typically, the horizontal location effort will include electromagnetic induction, power source detection, and ground

penetrating radar (GPR). Electromagnetic induction is a method in which a transmitted signal is applied to a metallic target. If the target is metallic and unbroken, the target can be traced and a receiver at the surface is used to detect the transmitted signal. If the signal cannot be applied directly to the target, induction may be produced from the surface. In this scenario bleed-off of the transmitted signal to an adjacent facility is possible, sometimes resulting in erroneous information. PVC, HDPE, concrete pipe, and other non-metallic facilities cannot be located by electromagnetic methods. Power source detection is a technique used to locate naturally occurring magnetic fields that exist around cables while generating a signal (electric, telephone, CATV for example). Ground penetrating radar (GPR) is available to assist in locating non-metallic utilities and other facilities that are unidentifiable using traditional electromagnetic techniques. The accuracy of these techniques is subject to the limitation of the available technology and certain factors and field conditions beyond our control, such as the size, depth and conductivity of the target, the site conditions and access, soil conditions, depth to water table and the existence of adjacent buried materials and debris. The targeting of subsurface utilities, although highly reliable, is expressly understood to represent an approximate location of the facility marked on the ground surface. Facilities located from the surface are usually found within two feet of the surface mark. Once a possible facility has been located from the surface, vacuum excavation services should be used to visually verify to provide the accurate horizontal location and vertical measurements (a test hole).

Exclusions and Understandings

Services relating to the following items are not anticipated for the project or cannot be quantified at this time. Therefore, any service associated with the following items is specifically excluded from the scope of professional services within this agreement.

Services not specifically outlined above in Section I;

- Records Research
- Utility Coordination
- Mapping
- Surface Feature Survey
- Designation

Items not part of our standard Subsurface Utility Investigation are:

- Gravity systems e.g., drainage or storm
- Secondary services e.g., laterals
- Irrigation
- Overhead facilities

If an item listed herein, or otherwise not specifically mentioned within this agreement, is deemed necessary, Colliers Engineering & Design may prepare an addendum to this agreement for your

review, outlining the scope of additional services and associated professional fees regarding the extra services.

This Contract and Fee Schedule are based upon the acceptance of Colliers Engineering & Design's Business Terms and Conditions contained in Section II of this Contract. Delivery, mileage, printing and reproduction, overnight mail service and postage costs are not included in the lump sum fees and will be added to each monthly invoice.

Subsurface Utility Engineering Investigation Phase Name	Fee
Locates \$600 per Locate (Minimum of 4 locates per mobilization)	\$600.00 per Locate
Total:	\$2400.00 Minimum

Limits of Investigation

Exhibit-1



Section II – Business Terms and Conditions

Colliers Engineering & Design agrees to provide professional services under the following terms and conditions:

The term Client referenced herein is the person, persons, corporation, partnership, or organization referenced in the proposal between Colliers Engineering & Design and said Client.

1.0 SCOPE OF SERVICES:

A description of the services to be provided by Colliers Engineering & Design will be presented and agreed to in written form, whenever possible. Services not set forth in the Scope of Services, are excluded from the Scope of Services, and Colliers Engineering & Design will assume no responsibility to perform such services under the base contract. In situations where a written contract is not executed or where additional services becomes necessary during the course of the project, Colliers Engineering & Design may provide such services using our Technical Staff Hourly Rate Schedule in effect at the time of services (Note: Current Rate Schedule as set forth in Section III is attached hereto and made part hereof).

The proposed fees set forth in this Agreement shall be open for acceptance for sixty (60) days from the proposal date. If the Agreement is signed after that date, the proposed fees may be adjusted prior to commencement of services, subject to agreement by the Client and Colliers Engineering & Design.

Where Lump Sum or Unit Price Contracts are signed, and services provided by Colliers Engineering & Design extend beyond a date 12 months after the date of execution of this Agreement, Colliers Engineering & Design reserves the right to increase such contract amounts in accordance with the Regions Consumer Price Index. In the event that a Lump Sum or Unit Price Contract is partially completed at such time that the price is to be adjusted, Colliers Engineering & Design reserves the right to increase the balance of the fee still to be billed as of the anniversary date. Since there are substantial costs to stop and restart a project once it is underway, should a project's progress be halted at any time by the client, for any reason, Colliers Engineering & Design reserves the right to charge a restart fee and/or to renegotiate the remaining fees within the contract.

The hourly rates listed in our Technical Staff Hourly Rate Schedule are adjusted semi-annually and the Client shall be billed at the rates that are in effect at the time of service.

These Business Terms and Conditions are applicable for any additional professional services rendered for this project including, but not limited to, change orders, client service authorization forms, etc.

2.0 STANDARD OF CARE:

In performing services, we agree to exercise professional judgment, made on the basis of the information available to us, and to use the same degree of care and skill ordinarily exercised in similar circumstances and conditions by reputable consultants performing comparable services in the same locality. This standard of care shall be judged as of the time the services are rendered, and not according to later standards.

Reasonable people may disagree on matters involving professional judgment and, accordingly, a difference of opinion on a question of professional judgment shall not excuse a Client from paying for services rendered. NO OTHER REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, IS MADE.

3.0 INVOICES:

Colliers Engineering & Design bills its Clients on a monthly basis using a standard invoice format. This format provides for a description of services performed and a summary of professional fees, expenses, and other charges. For more detailed invoicing requests, Colliers Engineering & Design reserves the right to charge for invoice preparation time by staff members. Monthly invoices will be submitted based upon percentage of services completed and reimbursable expenses. Any comments or discrepancies, relative to invoices shall be submitted in writing within fourteen (14) days or the account will be considered correct.

For professional services billed on an hourly basis, Colliers Engineering & Design reserves the right to invoice all overtime services performed by our employees using our Technical Staff Hourly Rate Schedule in effect at the time of services at ONE AND ONE-HALF TIMES our standard hourly rate for those employees.

Expenses incurred for services, equipment, and facilities not furnished by Colliers Engineering & Design are charged to the Client at cost plus an up-charge not to exceed 15 percent of the invoice for said services.

Client shall pay Colliers Engineering & Design for reimbursable expenses, including, but not limited to, application fees, printing and reproduction, mileage, courier and express delivery service, special/overnight mailings, facsimile transmissions, specialized equipment and laboratory charges, and costs of acquiring materials specifically for the Client. Reimbursable charges will be added to each monthly invoice and are part of Client's responsibility.

4.0 PAYMENT:

Colliers Engineering & Design bills are payable in full UPON RECEIPT and **payment is expected within thirty (30) days**. We reserve the right to assess a late charge of 1.5 percent per month for any amounts not paid within 45 days of the billing date. In the event payment is not made according to the terms and conditions herein, the matter may proceed to a collections agency or to an attorney for collection. Client shall be

responsible for fees charged by the collections agency and/or attorney's fees incurred to collect the monies owed. Should the matter proceed to court, client shall also be responsible for court costs.

In addition, where payment is not received in accordance with the terms of this contract, Colliers Engineering & Design reserves the right to withdraw any applications to federal, state, or local regulatory agencies / boards filed on behalf of the client with the understanding that these applications are the property of Colliers Engineering & Design. Colliers Engineering & Design will provide you with written notification two (2) weeks prior to taking any action to withdraw an application submitted on behalf of the client. If payment of all outstanding invoices is not received within two (2) weeks of receipt of this letter, Colliers Engineering & Design will withdraw all pending applications for the project.

5.0 RETAINER:

Colliers Engineering & Design reserves the right to request a retainer from the Client prior to the commencement of services on a project. While retainers are collected prior to the start of a project, the retainer is held to the end of the project, and will be applied to the final invoices. Retainers are not applied to the beginning of the project.

6.0 RIGHT OF ENTRY/JBSITE:

Client will provide for right of entry for Colliers Engineering & Design personnel and equipment necessary to complete our services. While Colliers Engineering & Design will take all reasonable precautions to minimize any damage to the property, it is understood by the Client that in the normal course of our services, some damage may occur, the correction of which is not part of this Agreement.

Client shall furnish or cause to be furnished to Colliers Engineering & Design all documents and information known to the Client that relate to the identity, location, quantity, nature or characteristics of any hazardous or toxic substances at, on, or under the site. In addition, the Client will furnish or cause to be furnished such other information on surface and subsurface site conditions required by Colliers Engineering & Design for proper performance of its services. Colliers Engineering & Design shall be entitled to rely on the accuracy and completeness of Client provided documents and information in performing the services required under this Agreement and Colliers Engineering & Design assumes no responsibility or liability for their accuracy or completeness.

Colliers Engineering & Design will not direct, supervise, or control the work of Client's contractors or their subcontractors. Colliers Engineering & Design shall not have authority over or responsibility for the construction means, methods, techniques, sequences, or procedures and Colliers Engineering & Design's services will not include a review or evaluation of the contractors (or subcontractor's) safety precautions, programs or measures. Colliers Engineering & Design does not guarantee the performance of the construction contract by the Client's contractors or the subcontractors and Colliers Engineering & Design does not assume responsibility for the Client's contractors' or subcontractors' failure to furnish and perform their work in accordance with the Contract Documents.

Colliers Engineering & Design shall be responsible only for its activities and that of its employees on any site. Neither the professional activities nor the presence of Colliers Engineering & Design or its employees or subcontractors on a site shall imply that Colliers Engineering & Design controls the operations of others, nor shall this be construed to be an acceptance by Colliers Engineering & Design of any responsibility for jobsite safety.

7.0 UTILITIES:

In the execution of our services Colliers Engineering & Design will take reasonable precautions in accordance with the professional standard of care to avoid damage or injury to subterranean structures or utilities. The Client agrees to hold Colliers Engineering & Design harmless and defend and indemnify Colliers Engineering & Design for any claims or damages to subterranean structures or utilities, which have not been marked-out under the One-Call system or are not shown or are incorrectly shown on the plans furnished.

8.0 TERMINATION OR SUSPENSION OF SERVICES:

Should Client fail to make payments when due or is otherwise in material breach of this Agreement, Colliers Engineering & Design at their election may suspend services at any time after PROVIDING WRITTEN NOTICE TO THE CLIENT until payments are brought current. Colliers Engineering & Design shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension and the Client agrees to indemnify and hold Colliers Engineering & Design harmless from any claim or liability resulting from such suspension.

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. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, Colliers Engineering & Design shall be paid for service performed to the termination notice date plus reasonable termination expenses.

In the event of termination, or suspension for more than three (3) months, prior to completion of all services contemplated by the Agreement, Colliers Engineering & Design 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 expenses of termination or suspension shall include all direct costs of Colliers Engineering & Design in completing such analyses, records and reports.

9.0 SUBCONSULTANTS/SUBCONTRACTORS:

Colliers Engineering & Design prefers that its Clients directly retain others whose services are required in connection with a project (e.g., drillers, analytical laboratories, transporters, other experts, etc.), except in unusual circumstances. As a service, we will advise Clients with respect to selecting other such subconsultants/subcontractors and will assist Clients in coordinating and monitoring their performance. In no event will we assume any liability or responsibility for the work performed by other subconsultants/subcontractors, or for their failure to perform any work,

regardless of whether we hire them directly as subconsultants/subcontractors, or only coordinate and monitor their work. When Colliers Engineering & Design does engage a subconsultant/subcontractor on behalf of the Client, the expenses incurred, including rental of special equipment necessary for the work, will be billed as they are incurred, at cost plus an up-charge not to exceed 20 percent of the invoice. By engaging us to perform services, you agree to defend, indemnify and hold Colliers Engineering & Design its directors, officers, employees, and other agents harmless from and against any and all claims, losses, liabilities, damages, demands, costs, or judgments arising out of or relating in any way to the performance or non-performance of work by another subconsultant/subcontractor. In addition, Client agrees to pursue recovery of and assert any claims based upon its loss, expenses and/or damages solely and directly against those subconsultants/subcontractors. In consideration of such indemnity and waiver, Colliers Engineering & Design agrees to assign its rights and/or claims against those subconsultants/subcontractors pursuant to the subconsultants/subcontractors agreements with Colliers Engineering & Design to the Client.

10.0 AGREED REMEDY:

Colliers Engineering & Design shall be liable to the Client only for direct damages to the extent caused by Colliers Engineering & Design's negligence in the performance of its services. UNDER NO CIRCUMSTANCES SHALL COLLIERS ENGINEERING & DESIGN BE LIABLE FOR INDIRECT, CONSEQUENTIAL, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES, OR FOR DAMAGES CAUSED BY THE CLIENT'S FAILURE TO PERFORM ITS OBLIGATIONS. With regard to services involving hazardous substances, Colliers Engineering & Design has neither created nor contributed to the creation or existence of any actually or potentially hazardous, radioactive, toxic, or otherwise dangerous substance or condition at any site, and its compensation is in no way commensurate with the potential liability that may be associated with a substance or site.

To the fullest extent permitted by law, the total liability, in the aggregate, of Colliers Engineering & Design and Colliers Engineering & Design's officers, directors, employees, agents and consultants to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of in any way related to Colliers Engineering & Design's services, the Project or this Agreement, from any cause or causes whatsoever, including but not limited to, negligence, strict liability, breach of contract or breach of warranty shall not exceed the total compensation received by Colliers Engineering & Design under this Agreement, not including reimbursable expenses and any subconsultant/subcontractor fees rendered on the project.

It is intended by the parties to this Agreement that Colliers Engineering & Design's services in connection with the project shall not subject Colliers Engineering & Design's individual employees, officers or directors to any personal legal exposure for the risks associated with this project. Therefore, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and /or asserted only against Colliers Engineering & Design, a New Jersey corporation, and not against any of Colliers Engineering & Design's employees, officers or directors.

11.0 LIABILITY TO THIRD PARTIES:

The Client agrees to be solely responsible for, and to defend, indemnify, and hold Colliers Engineering & Design harmless from any and all liabilities, claims, damages and costs (including reasonable attorney's fees and defense costs) by third parties arising out of, or in any way related to, our performance or non-performance of services, except claims for personal injury, death, or personal property damage to the extent caused by the sole negligence, gross negligence or willful misconduct of employees of Colliers Engineering & Design.

12.0 INDEMNIFICATION:

Colliers Engineering & Design shall maintain, at its own expense, Workers Compensation Insurance, Comprehensive General Liability Insurance and Professional Liability Insurance at all times and will, upon request, furnish insurance certificates to the Client.

To the fullest extent permitted by law, Client shall indemnify, defend and hold harmless Colliers Engineering & Design and its agents, officers, directors and employees, subcontracts or consultants (herein for the remainder of this section collectively referred to as Colliers Engineering & Design) from and against all claims, damages, losses and expenses, whether direct, indirect or consequential or punitive, including but not limited to fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the services of Colliers Engineering & Design or any claims against Colliers Engineering & Design arising from the acts, omissions or work of others, unless it is proven in a court of competent jurisdiction that Colliers Engineering & Design is guilty of negligence, gross negligence, or willful misconduct in connection with the services and such negligence, gross negligence, or willful misconduct was the sole cause of the damages, claims, and liabilities.

Client agrees to defend, indemnify and hold harmless Colliers Engineering & Design from and against all claims, damages, losses and expenses, direct or indirect, and consequential damages, including but not limited to fees and charges of attorneys and court, and arbitration costs, brought by any person or entity, or claims against Colliers Engineering & Design which arise out of, are related to, or are based upon, the actual or threatened dispersal, discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acids, alkalis, toxic chemical, radioactive materials, liquids, gases or any other material, upon it or into the surface or subsurface soil, water or watercourse, objects, or any tangible or intangible matter.

To the fullest extent permitted by law, such indemnification shall apply regardless of the fault, negligence breach of warranty or contract, or strict liability of Colliers Engineering & Design. This indemnification shall not apply to claims, damages, losses, or expenses which are determined by a court of competent jurisdiction to be the sole result of negligence or willful misconduct by Colliers Engineering & Design of obligations under this Agreement.

13.0 ASSIGNS:

The Client may not delegate, assign, sublet, or transfer his duties or interest in the Agreement without written consent of Colliers Engineering & Design.

Colliers Engineering & Design shall not, in connection with any such assignment by the Client, be required to execute any documents that in any way might, in the sole judgment of Colliers Engineering & Design, increase Colliers Engineering & Design's contractual or legal obligations or risks, or the availability or costs of its professional or general liability insurance.

The Agreement shall not create any rights or benefits to parties other than the Client and Colliers Engineering & Design, and nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or Colliers Engineering & Design. Colliers Engineering & Design's services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claim against Colliers Engineering & Design because of this Agreement of Colliers Engineering & Design's performance or nonperformance of services hereunder.

14.0 OWNERSHIP AND RESTRICTION ON REUSE OF DOCUMENTS:

All drawings, calculations, reports, plans, specifications, computer files, field data, notes, and other documents and instruments ("Documents") prepared by Colliers Engineering & Design are and remain the property of Colliers Engineering & Design as instruments of service. The Documents may not be copied by the Client or others on extensions of this project or on any other project. The Client agrees not to use Colliers Engineering & Design's Documents for marketing purposes, for projects other than the project for which the Documents were prepared by Colliers Engineering & Design, or for future modifications to this project, without Colliers Engineering & Design's express written permission. Any reuse or distribution to third parties without such express written permission or project-specific adaptation by Colliers Engineering & Design will be at the Client's sole risk and without liability to Colliers Engineering & Design or its employees, subsidiaries, independent professional associates, sub consultants, and subcontractors. The Client shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless Colliers Engineering & Design from and against any and all expenses, fees, demands, liabilities, suits, actions, claims, damages or losses including attorneys' fees and costs, arising out of or resulting from such unauthorized distribution or reuse of Documents.

Computer files are not considered part of deliverables unless specifically requested or required by the signed contract. If computer files are required, Colliers Engineering & Design shall provide Client files subject to the following conditions:

The Client must execute our standard Electronic Media Release form prior to any distribution of files. The Client recognizes that data, plans, specifications, reports, documents or other information recorded on or transmitted as electronic media are subject to undetectable alteration, either intentional or unintentional due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, it is understood that electronic files provided to the Client are for informational purposes only and are not intended as an end-product. Colliers Engineering & Design makes no representation of any warranties, either expressed or implied, regarding the fitness or suitability of the electronic documents. Accordingly, the Client agrees to waive any and all claims against Colliers Engineering & Design and Colliers Engineering & Design's consultants relating in any way to the unauthorized use, reuse or alteration of the electronic documents. Any unlicensed use or reuse of the documents without our written consent will constitute a violation of our copyright. Only original plans and reports of the most recent date bearing the signature and the embossed seal of the professional will be considered documents of record.

Colliers Engineering & Design, shall maintain in its storage facility, samples collected as part of their services provided for a period of three (3) months after issuance of final reports. After the three (3) month time limit, all samples will be disposed of in accordance with appropriate regulations at the time. Extended storage of samples can be arranged at an additional cost to be established on a project by project basis.

15.0 GENERAL CONDITIONS:

Colliers Engineering & Design shall not be responsible for the delays caused by factors beyond its reasonable control, including but not limited to delay due to accidents, an act of God, fire, hurricane, flood, explosions, strike, boycott or other labor dispute, failure of the Client to furnish timely information or approve or disapprove of Colliers Engineering & Design's services or work product, delays caused by faulty performance by the Client or contractors of any level, or by acts of Government, which, in the opinion of Colliers Engineering & Design, could not have been reasonably foreseen and provided for such delay will entitle Colliers Engineering & Design to an extension of time in performing its Services. If there is any increase in the total cost of providing Services by reason of any such delay, Colliers Engineering & Design will notify Client of particulars, and Client will pay for such increase. When such delays beyond Colliers Engineering & Design's reasonable control occur, the Client agrees that Colliers Engineering & Design shall not be responsible for damages, nor shall Colliers Engineering & Design be deemed in default of this Agreement.

The fees quoted in this proposal assume that upon authorization, this project will commence through to completion without a stop work order from the Client. Should a stop work order be received from the Client before completion of the project or any task, additional fees may be required to restart the project.

16.0 CONSTRUCTION OBSERVATION SERVICES:

If the Scope of Services for this Agreement includes construction observation services, then the following provisions shall apply:

During the project construction phase, Colliers Engineering & Design shall consult with and advise Client and act as Client's representative as provided in the Scope of Services provided in Colliers Engineering & Design's Proposal. The extent and limitations of the duties, responsibilities

Part Terms & Conditions of Prime Contract

and authority of Colliers Engineering & Design as outlined in the Scope of Services provided in Colliers Engineering & Design's Proposal shall not be modified, except as Colliers Engineering & Design and Client may otherwise agree in writing.

Colliers Engineering & Design services during the construction phase are intended to provide Client a greater degree of confidence that the completed work of Contractor will conform in general to the approved plans and related documents. Colliers Engineering & Design shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work and Colliers Engineering & Design shall not, during visits to the project site or as a result of observation of Contractor's work in progress, supervise, direct or have control over Contractor's work nor shall Colliers Engineering & Design have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. Accordingly, Colliers Engineering & Design neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish or perform its work in accordance with the Contract Documents.

If the Scope of Services for this Agreement includes Design Services but does not include Construction Phase Services, then the following provisions shall apply:

It is understood and agreed that Colliers Engineering & Design's services under this Agreement do not include project observation or review of the Contractor's performance or any other construction phase services, and that the Client will provide such services. The Client assumes all responsibility for any interpretation of the Contract Documents or construction observation and supervision performed by others and expressly waives any claims against Colliers Engineering & Design that may be in any way connected thereto.

In addition the Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold Colliers Engineering & Design harmless from any loss, claim or cost, including reasonable attorney's fees and cost of defense, arising or resulting from the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the design plans, reports, or any other documents produced by Colliers Engineering & Design.

If the Client requests in writing that Colliers Engineering & Design provide any specific construction phase services and if Colliers Engineering & Design agrees in writing to provide such services, Colliers Engineering & Design shall be compensated in accordance with a written Agreement between the Client and Colliers Engineering & Design.

17.0 OPINIONS OF PROBABLE COST:

In reviewing Colliers Engineering & Design's opinions of probable construction cost, the Client understands that Colliers Engineering & Design has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that any opinions of probable construction costs provided by Colliers Engineering & Design are to be made based on Colliers Engineering & Design's judgment, qualifications and experience as a design professional familiar with the construction industry. Colliers Engineering & Design makes no representation or warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

18.0 HAZARDOUS MATERIALS:

If the Scope of Services for this Agreement does not include services related to hazardous materials, then the following provision shall apply:

It is acknowledged by both parties that Colliers Engineering & Design's Scope of Services does not include any services related to asbestos or hazardous or toxic materials. In the event Colliers Engineering & Design or any other party encounters asbestos or hazardous or toxic materials at the project site, or should it become known in any way that such materials may be present at the project site or any adjacent areas that may affect the performance of Colliers Engineering & Design's services, Colliers Engineering & Design may, at its sole option and without liability for consequential or any other damages, suspend performance of services on the project until the Client takes steps to identify, abate and/or remove the asbestos or hazardous or toxic materials, and to warrant that the project site is in full compliance with applicable laws.

If the Scope of Services for this Agreement includes services related to hazardous materials, then the following provision shall apply:

In consideration of the substantial risks to Colliers Engineering & Design posed by the presence or suspected presence of asbestos or hazardous or toxic materials on or about the project site, the Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless Colliers Engineering & Design, its officers, directors, employees, agents and independent consultants and any of them from all claims and losses, including reasonable attorney's fees and defense costs, arising out of, or in any way connected with, the performance or nonperformance of the obligations under this Agreement unless and until there has been an adjudication by a court or forum of competent jurisdiction that the claims at issue are a direct result of sole negligence of Colliers Engineering & Design.

19.0 TOPOGRAPHIC MAPPING:

If the Scope of Services for this Agreement includes topographic mapping, then the following provisions shall apply:

Colliers Engineering & Design shall perform the services necessary to produce the required topographic mapping and/or shall retain an independent sub consultant to perform topographic mapping services. The topographic mapping shall be prepared in conformance with generally accepted standards for aerial mapping services. Colliers Engineering & Design's sole responsibility and liability with regard to the accuracy or completeness of the topographic mapping is limited to the correction of any inaccurate information, and this shall be the Client's sole remedy related to the adequacy or accuracy of the topographic mapping and any information derived from the data.

If the location of subsurface information (i.e., underground utilities, storage tanks, structures, etc.) is to be provided by Colliers Engineering & Design, the topographic survey shall be limited to the extent of the information provided by the Client or others. Colliers Engineering & Design

For Terms & Conditions of Prime Contract

shall not be responsible for any unknown conditions not identified in the information provided to Colliers Engineering & Design or any unknown condition beyond the reasonable scope of the information obtained as a result of any testing, test pit excavations, boring, or samples taken by Colliers Engineering & Design.

20.0 EARTHWORK ANALYSIS:

In reviewing Colliers Engineering & Design's earthwork analysis, calculations, reports or opinions, the Client understands that Colliers Engineering & Design's data is based on the topographic mapping used as a Base Map for plan preparation and that this topographic mapping has certain standard tolerances and accuracy limits. The Client further understands that due to earthwork differences that result from topographic map accuracy limitations, construction changes, topsoil depth, replacement of unsuitable soils, weather conditions, construction methods, soil conditions, earthwork calculation methods, soil volume calculation methods and other factors, some of which are unique to each contractor and construction site, it is not possible to definitively predict quantities that will ultimately be determined to be associated with a particular project. Earthwork data provided by Colliers Engineering & Design is provided to assist the Client in understanding the general earthwork requirements. Since some degree of uncertainty may still exist, Colliers Engineering & Design's sole responsibility and liability with regard to the accuracy or completeness of the earthwork analysis is limited to the correction of any inaccurate information. To determine actual quantities and costs associated with required earthwork, the Client must solicit actual construction bids from qualified contractors and must require such contractors to determine existing topographic conditions, subgrade conditions, construction plans and procedures.

21.0 GOVERNING LAW:

The laws of the State within which the project is being performed will govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be sought in that State or in a Federal Court, venued in that State.

22.0 INVALID TERMS:

In the event any of these Contract Provisions are found to be illegal or otherwise unenforceable, the unenforceable Contract Provision will be stricken. Striking such a Contract Provision shall have no effect on the enforceability of the remaining Contract Provisions and those remaining Contract Provisions shall continue in full force and effect as if the unenforceable Contract Provision were never included in the Agreement.

23.0 SURVIVAL:

All express representations, indemnifications or limitations of liability made in or given in this Agreement will survive the completion of all services of Colliers Engineering & Design under this Agreement or the termination of this Agreement for any reason.

24.0 ENTIRE AGREEMENT:

This Agreement comprises the final and complete Agreement between the Client and Colliers Engineering & Design. It supersedes all prior or contemporaneous communications, representations, or Agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that each party has read the document thoroughly, has had the opportunity to have questions explained by independent counsel and is satisfied with the terms and conditions contained herein. Amendments to this Agreement shall not be binding unless made in writing and signed by both the Client and Colliers Engineering & Design.

To the extent Client provides its own Agreement and that Agreement conflicts with or is silent with respect to any term or condition expressed herein, these conditions shall prevail and shall be binding upon the parties.

Section III – Rate Schedule

Miami, Florida Technical Staff Rates 2022	
Billing Titles	Hourly Rates
Principal	225.00
Professional Surveyor & Mapper	200.00
Project Manager	190.00
Project Specialist / Survey Intern	160.00
Senior Survey / CADD Technician	130.00
Survey / CADD Technician	110.00
Survey Crew	195.00
Scanner Crew	205.00
Senior Utility Project Manager	195.00
Utility Project Manager	165.00
Utility Coordinator	135.00
SUE Crew (designating)	185.00
SUE Crew (locating)	225.00
Security Escort	50.00
Expert Witness	375.00

Reimbursable Expenses	
General Expenses	Cost + 15%
Travel (Hotel, Airfare, Meals)	Cost + 15%
Sub-Consultants/Sub-Contractors	Cost + 20%
Plotting	3.95 / Each
Computer Mylars / Color Plots	95.00 / Each
Photocopies	0.19 / Each
Color Photocopies	2.00 / Each
Document Binding	4.00 / Each
Portable Media	95.00 / Each
Exhibit Lamination (24" x 36" or larger)	75.00 / Each
Initial Digital Signature	275.00
Additional Digital Signatures	75.00 / Each
Mileage Reimbursement*	0.625 / Per Mile
	Field Vehicle 0.70 / Per Mile

*Mileage reimbursement subject to change based upon IRS standard mileage rate.

Miami Rate Schedule

Rates are effective through January 31, 2023

Section IV – Client Contract Authorization

I hereby declare that I am duly authorized to sign binding contractual documents. I also declare that I have read, understand, and accept this contract.

Signature

Date

Printed Name

Title

If you find this proposal acceptable, please sign where indicated above in Section IV, and return one signed copy to this office. **Payment terms are NET30 of receipt of invoice.** This proposal is valid until (60 days per business terms).

We very much appreciate the opportunity of submitting this proposal and look forward to performing these services for you.

Sincerely,

Colliers Engineering & Design, Inc.
(DBA Maser Consulting)

Michael Kriegel

Michael Kriegel

HAMMOND & ASSOCIATES

CONSULTING ENGINEERS

2300 Palm Beach Lakes Blvd, Suite 215M, West Palm Beach, Florida 33409 • (561) 689-0003 • hammondengineers.com

To: Robert Castrovinci AIA, NCARB - Principal, Song & Associates

From: Nate Hammond, P.E. – Managing Director, Hammond Engineering

Subject: Osprey Point Golf Learning Center – MEP Fee Proposal

Date: July 1, 2025

Hammond Engineering, Inc. is pleased to provide this fee proposal to design the Mechanical, Electrical, Plumbing and Fire Protection for **Osprey Point Golf Learning Center**. The scope of work will include a ~4,200 SF enclosed practice facility and an 1,800 SF covered open-air hitting bays. The MEP scope will include Mechanical Design for a DX system, Electrical for Power, data, Fire alarm, and lighting, plumbing for 2 single point of use restrooms and sink in the club repair shop, and fire protection for the facility

The scope of work will include the following:

1. Coordinate with Lighting Rep. and Power Supply Company
2. Design Electrical Lighting & Power
3. Design parking lot & Site power/lighting system w/ photometrics
4. Design low voltage systems limited to telecommunications and audio/visual equipment device placement
5. Design the Fire Alarm System
6. Design a complete Fire Sprinkler System
7. Design a complete Sanitary and Water Piping Systems
8. Prepare Sanitary, Water and Storm Water Risers
9. Design HVAC Air Handling Systems
10. Design new ductwork system
11. Design Condensate and Auxiliary Drainage System for the AHU's

All work provided under Mechanical, Electrical, Plumbing, and Low Voltage shall include the following:

- a) Signed and sealed Calculations by a Professional Licensed Engineer.
- b) Review submittals as required by the Prime Contract.
- c) Attend review meetings, incorporate review comments.
- d) Obtain all approvals, permits, etc., from applicable Federal, State and Local agencies having jurisdiction for the construction of the project.

Our fee to provide the **Design Services** outlined for **Osprey Point Golf Learning Center** is summarized below:

Design Fee Schedule	Basic Services	Low Voltage Design	Total
50% Construction Documents	\$5,261.88	\$1,315.47	\$6,577.35
95% Construction Documents	\$8,769.80	\$2,192.45	\$10,962.25
Permit Construction Documents	\$3,507.92	\$876.98	\$4,384.90
Total Design Fee	\$17,539.60	\$4,384.90	\$21,924.50
Construction Administration	\$4,039.60	\$1,009.90	\$5,049.50
Total	\$21,579.20	\$5,394.80	\$26,974.00

Construction Administration Services for **Osprey Point Golf Learning Center** will include:

- a) Review all pertinent shop drawings and maintain shop drawing log.
- b) Answer contractor's RFIs, issue clarifications, etc., during the construction phase.
- c) Prepare punch list prior to the issuance of substantial completion.
- d) Periodic site visits through the construction schedule as needed.

Fee Breakdown - Design			
Position	Rate	Hours	Cost
Principal	\$189.93	12	\$2,279.16
Project Manager	\$112.77	50	\$5,638.50
Senior Engineer	\$112.77	39	\$4,398.03
Design Engineer	\$84.37	90.3699	\$7,624.51
Senior Technician	\$80.72	0	\$0.00
CAD Operator	\$62.40	24	\$1,497.60
Secretary	\$48.67	10	\$486.70
Total		225.3699	\$21,924.50

Fee Breakdown - Construction Administration			
Position	Rate	Hours	Cost
Principal	\$ 189.93	2	\$379.86
Project Manager	\$ 112.77	16	\$1,804.32
Senior Engineer	\$ 112.77	4	\$451.08
Design Engineer	\$ 84.37	24	\$2,024.88
Senior Technician	\$ 80.72	0	\$0.00
CAD Operator	\$ 62.40	0	\$0.00
Secretary	\$ 48.67	8	\$389.36
Total		54	\$5,049.50

Hourly Rates

Personnel Classification	Hourly Pay	Multiplier	Hourly Rate
Principal	76.92	2.469	189.93
Project Manager	45.67	2.469	112.77
Senior Engineer	45.67	2.469	112.77
Design Engineer	34.17	2.469	84.37
Senior Technician	32.69	2.469	80.72
CAD Operator	25.27	2.469	62.40
Secretary	19.71	2.469	48.67

Multiplier Calculations

Salary		1.000
Fringe Benefits		0.219
Overhead		1.000
Subtotal		2.219
Profit		0.250
Total Multiplier		2.469

OEBO SCHEDULE 1*SOLICITATION/PROJECT/BID NAME: Osprey Point Golf Learning CenterSOLICITATION/PROJECT/BID NO.: 19218-Continuing Services ContractSOLICITATION OPENING/SUBMITTAL DATE: June 26, 2025COUNTY DEPARTMENT: PBC Capital Improvements Division Facilities Development Operations**Section A**PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY THE **PRIME CONTRACTOR/CONSULTANT*** ON THE PROJECT:NAME OF PRIME RESPONDENT/BIDDER: Song + Associates, Inc.ADDRESS: 1545 Centrepark Drive N. West Palm Beach, Florida 33401CONTACT PERSON: Robert Castrovinci, AIA, NCARBPHONE NO.: 561-655-2423E-MAIL: rcastrvinci@songandassociates.comPRIME'S DOLLAR AMOUNT OR PERCENTAGE OF WORK: \$85,320.00

SBE Prime's must include their percentage or dollar amount in the Total Participation line under section B.

Non-SBE



SBE

**Section B**PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY **ALL SUBCONTRACTORS/SUBCONSULTANTS** ON THE PROJECT BELOW:

Subcontractor/Sub consultant Name	(Check all Applicable Categories)		DOLLAR AMOUNT OR PERCENTAGE OF WORK
	Non-SBE	SBE	
1. Song + Associates, Inc. 1545 Centrepark Drive N West Palm Beach, FL 33401 561-655-2423	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>\$85,320.00</u>
2. Hammond & Associates, Inc. 2300 Palm Beach Lakes Blvd. Suite 215M, West Palm Beach, FL 33409 561-622-8585	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u>\$26,974.00</u>
3. Jezerinac Group, PLLC 1615 Forum Place, 3A, West Palm Beach, FL 33401 561-622-8585	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u>\$14,031.00</u>
4. Engenuity Group, Inc. 1280 Congress Ave #101, West Palm Beach, FL 33409 561-655-1151	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u>\$61,303.00</u>
5. UDS (Urban Design Studio, LLC) 610 Clematis Street, suite CU02, West Palm Beach, FL 33401 561-366-1100	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u>\$29,301.00</u>

(Please use additional sheets if necessary)

Total Bid/Offer Price \$ See page 2Total \$216,929.00Total **Certified** SBE Participation \$ See page 2I hereby certify that the above information is accurate to the best of my knowledge: See page 2

Name & Authorized Signature

Title

- Note:**
1. The amount listed on this form for a Subcontractor/sub consultant must be supported by price or percentage listed on the properly executed Schedule 2 or attached signed proposal.
 2. **Only those firms certified by Palm Beach County at the time of solicitation due date are eligible to meet the established OEBO Affirmative Procurement Initiative (API). Please check the applicable box and list the dollar amount or percentage under the appropriate demographic category.**
 3. Modification of this form is not permitted and will be rejected upon submittal.
 4. If a Mandatory API goal applies, failure to submit a properly executed Schedule 2 will result in a determination of non-responsiveness to the solicitation.

OEBO SCHEDULE 1*

SOLICITATION/PROJECT/BID NAME: Osprey Point Golf Learning Center

SOLICITATION/PROJECT/BID NO.: 19218-Continuing Services Contract

SOLICITATION OPENING/SUBMITTAL DATE: June 26, 2025

COUNTY DEPARTMENT: PBC Capital Improvements Division Facilities Development Operations

Section A PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME CONTRACTOR/CONSULTANT* ON THE PROJECT:

NAME OF PRIME RESPONDENT/BIDDER: Song + Associates, Inc. ADDRESS: 1545 Centrepark Drive N. West Palm Beach, Florida 33401

CONTACT PERSON: Robert Castrovinci, AIA, NCARB PHONE NO.: 561-655-2423 E-MAIL: rcastrovinci@songandassociates.com

PRIME'S DOLLAR AMOUNT OR PERCENTAGE OF WORK: \$85,320.00

SBE Prime's must include their percentage or dollar amount in the Total Participation line under section B.

Non-SBE

SBE



Section B PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SUBCONTRACTORS/SUBCONSULTANTS ON THE PROJECT BELOW:

Subcontractor/Sub consultant Name	(Check all Applicable Categories)		DOLLAR AMOUNT OR PERCENTAGE OF WORK
	Non-SBE	SBE	
1. GFA International, Inc., dba 3921 Westgate Ave., West Palm Beach, FL 33409 561-347-0070	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	\$5,617.35
2.	<input type="checkbox"/>	<input type="checkbox"/>	
3.	<input type="checkbox"/>	<input type="checkbox"/>	
4.	<input type="checkbox"/>	<input type="checkbox"/>	
5.	<input type="checkbox"/>	<input type="checkbox"/>	

(Please use additional sheets if necessary)

Total Bid/Offer Price \$ 222,546.35

Total \$5,617.25

Total Certified SBE Participation \$ ~~\$137,226.35~~ \$129,209.00

I hereby certify that the above information is accurate to the best of my knowledge:



Name & Authorized Signature

Principal

Title

- Note:
- The amount listed on this form for a Subcontractor/sub consultant must be supported by price or percentage listed on the properly executed Schedule 2 or attached signed proposal.
 - Only those firms certified by Palm Beach County at the time of solicitation due date are eligible to meet the established OEBO Affirmative Procurement Initiative (API). Please check the applicable box and list the dollar amount or percentage under the appropriate demographic category.
 - Modification of this form is not permitted and will be rejected upon submittal.
 - If a Mandatory API goal applies, failure to submit a properly executed Schedule 2 will result in a determination of non-responsiveness to the solicitation.

OEBO LETTER OF INTENT – SCHEDULE 2*

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. All Subcontractors/subconsultants, including any tiered Subcontractors/ subconsultants, must properly execute this document. If a Mandatory API goal applies, failure to submit a properly executed Schedule 2 will result in a determination of non-responsiveness to the solicitation. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: 19218 - Continuing Services Contract

SOLICITATION/PROJECT NAME: Osprey Point Golf Learning Center

Prime Contractor: Song + Associates, Inc. Subcontractor: Hammond & Associates Inc.

(Check box(s) that apply)

☒ SBE ☐ Non-SBE ☐ Supplier

Date of Palm Beach County Certification (if applicable): 9/07/23

SBE PARTICIPATION – SBE Primes must document all work to be performed by their own work force on this form. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. When applicable, identify the line item(s) associated with the service/product being supplied. SBE credit will only be given for the areas in which the SBE is certified. A detailed quote/proposal may be attached to a properly executed Schedule 2 for additional information.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
	Mechanical, Electrical & Plumbing Design				\$26,974.00

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: \$26,974.00

If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.

Name of 2nd/3rd tier Subcontractor/subconsultant

Price or Percentage: _____

Song + Associates, Inc.

Print Name of Prime

By: 

Authorized Signature

Robert Castrovinci, AIA, NCARB

Print Name

Principal

Title

Date: June 26, 2025

Hammond & Associates Inc.

Print Name of Subcontractor/subconsultant

By: 

Authorized Signature

Nate Hammond, PE

Print Name

President

Title

Date: June 26, 2025

OEBO LETTER OF INTENT – SCHEDULE 2*

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. All Subcontractors/subconsultants, including any tiered Subcontractors/ subconsultants, must properly execute this document. If a Mandatory API goal applies, failure to submit a properly executed Schedule 2 will result in a determination of non-responsiveness to the solicitation. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: 19218 - Continuing Services Contract

SOLICITATION/PROJECT NAME: Osprey Point Golf Learning Center

Prime Contractor: Song + Associates, Inc. Subcontractor: Jezerinac Group PLLC

(Check box(s) that apply)

☒ SBE ☐ Non-SBE ☐ Supplier

Date of Palm Beach County Certification (if applicable): 4/13/24

SBE PARTICIPATION – SBE Primes must document all work to be performed by their own work force on this form. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. When applicable, identify the line item(s) associated with the service/product being supplied. SBE credit will only be given for the areas in which the SBE is certified. A detailed quote/proposal may be attached to a properly executed Schedule 2 for additional information.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
	Structural Design				\$14,031.00

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: _____

If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.

Name of 2nd/3rd tier Subcontractor/subconsultant

Price or Percentage:

Song + Associates, Inc.

Print Name of Prime

By: 

Authorized Signature

Robert Castrovinci, AIA, NCARB

Print Name

Principal

Title

Date: June 26, 2025

Jezerinac Group PLLC

Print Name of Subcontractor/subconsultant

By: 

Authorized Signature

Ronald Jezerinac, PE, SE

Print Name

President

Title

Date: June 26, 2025

OEBO LETTER OF INTENT – SCHEDULE 2*

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. All Subcontractors/subconsultants, including any tiered Subcontractors/ subconsultants, must properly execute this document. If a Mandatory API goal applies, failure to submit a properly executed Schedule 2 will result in a determination of non-responsiveness to the solicitation. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: 19218 - Continuing Services Contract

SOLICITATION/PROJECT NAME: Osprey Point Golf Learning Center

Prime Contractor: Song + Associates, Inc.

Subcontractor: Engenuity Group, Inc.

(Check box(s) that apply)

☒ SBE ☐ Non-SBE ☐ Supplier

Date of Palm Beach County Certification (if applicable): 1/5/2025-1/4/2028

SBE PARTICIPATION – SBE Primes must document all work to be performed by their own work force on this form. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. When applicable, identify the line item(s) associated with the service/product being supplied. SBE credit will only be given for the areas in which the SBE is certified. A detailed quote/proposal may be attached to a properly executed Schedule 2 for additional information.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
	Civil Engineering, Survey and Excavation Tests				\$61,303.00

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: \$61,303.00

If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.

Colliers Engineering and Design, Inc.

Price or Percentage: \$2,400.00

Name of 2nd/3rd tier Subcontractor/subconsultant

Song + Associates, Inc.

Print Name of Prime

By: Digitally signed by Robert M Castrovinci
Date: 2025.06.26 16:30:35-04'00'

Authorized Signature

Robert Castrovinci, AIA, NCARB

Print Name

Principal

Title

Date: June 26, 2025

Engenuity Group, Inc.

Print Name of Subcontractor/subconsultant

By: Keith Jackson Digitally signed by Keith Jackson
Date: 2025.06.26 11:14:11 -04'00'

Authorized Signature

Keith B. Jackson, P.E.

Print Name

Vice President

Title

Date: June 26, 2025

OEBO LETTER OF INTENT – SCHEDULE 2*

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. All Subcontractors/subconsultants, including any tiered Subcontractors/ subconsultants, must properly execute this document. If a Mandatory API goal applies, failure to submit a properly executed Schedule 2 will result in a determination of non-responsiveness to the solicitation. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: 2023-028297

SOLICITATION/PROJECT NAME: Osprey Point Golf Training and Learning Center

Prime Contractor: Engenuity Group, Inc.

Subcontractor: Colliers Engineering and Design Inc.

(Check box(s) that apply)

☐ SBE ☒ Non-SBE ☐ Supplier

Date of Palm Beach County Certification (if applicable): _____.

SBE PARTICIPATION – SBE Primes must document all work to be performed by their own work force on this form. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. When applicable, identify the line item(s) associated with the service/product being supplied. SBE credit will only be given for the areas in which the SBE is certified. A detailed quote/proposal may be attached to a properly executed Schedule 2 for additional information.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
1	Locating (Test Hole) Services	\$600.00	1	Min 4 Units	\$2400.00/Day

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: _____

If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.

Name of 2nd/3rd tier Subcontractor/subconsultant

Price or Percentage: _____

Engenuity Group, Inc.

Print Name of Prime

By: _____

Authorized Signature

Adam Swaney

Print Name

Vice President/Director of Engineering

Title

Date: 07/22/2025

Colliers Engineering and Design, Inc.

Print Name of Subcontractor/subconsultant

By: Daniel Checchia

Authorized Signature

Daniel Checchia

Print Name

Title

Date: 07/22/2025

OEBO LETTER OF INTENT – SCHEDULE 2*

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. All Subcontractors/subconsultants, including any tiered Subcontractors/ subconsultants, must properly execute this document. If a Mandatory API goal applies, failure to submit a properly executed Schedule 2 will result in a determination of non-responsiveness to the solicitation. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: 19218 - Continuing Services Contract

SOLICITATION/PROJECT NAME: Osprey Point Golf Learning Center

Prime Contractor: Song + Associates, Inc.

Subcontractor: Urban Design Studio (UDS) LLC

(Check box(s) that apply)

☒ SBE ☐ Non-SBE ☐ Supplier

Date of Palm Beach County Certification (if applicable): 6/14/24

SBE PARTICIPATION – SBE Primes must document all work to be performed by their own work force on this form. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. When applicable, identify the line item(s) associated with the service/product being supplied. SBE credit will only be given for the areas in which the SBE is certified. A detailed quote/proposal may be attached to a properly executed Schedule 2 for additional information.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
	Landscape and irrigation Design				\$29,301.00

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: _____

If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.

Name of 2nd/3rd tier Subcontractor/subconsultant

Price or Percentage:

Song + Associates, Inc.

Print Name of Prime

By: 

Authorized Signature

Robert Castrovinci, AIA, NCARB

Print Name

Principal

Title

Date: June 26, 2025

Urban Design Studio (UDS) LLC

Print Name of Subcontractor/subconsultant

By: 

Authorized Signature

Kenneth G. Tuma

Print Name

Managing Principal

Title

Date: June 26, 2025

OEBO LETTER OF INTENT – SCHEDULE 2*

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. All Subcontractors/subconsultants, including any tiered Subcontractors/ subconsultants, must properly execute this document. If a Mandatory API goal applies, failure to submit a properly executed Schedule 2 will result in a determination of non-responsiveness to the solicitation. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: 19218 - Continuing Services Contract

SOLICITATION/PROJECT NAME: Osprey Point Golf Learning Center

Prime Contractor: Song + Associates, Inc.

Subcontractor

GFA International, Inc. d/b/a
Universal Engineering Sciences

(Check box(s) that apply)

☐ SBE ☒ Non-SBE ☐ Supplier

Date of Palm Beach County Certification (if applicable): 4/13/21

SBE PARTICIPATION – SBE Primes must document all work to be performed by their own work force on this form. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. When applicable, identify the line item(s) associated with the service/product being supplied. SBE credit will only be given for the areas in which the SBE is certified. A detailed quote/proposal may be attached to a properly executed Schedule 2 for additional information.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
	Geotechnical Engineering				\$5,617.35

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: _____

If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.

Name of 2nd/3rd tier Subcontractor/subconsultant

Price or Percentage: _____

Song + Associates, Inc.

Print Name of Prime

By: Digitally signed by Robert M Castrovinci
Date: 2025.06.26 16:29:37-04'00'

Authorized Signature

Robert Castrovinci, AIA, NCARB

Print Name

Principal

Title

Date: June 26, 2025

GFA International, Inc. d/b/a
Universal Engineering Sciences

Print Name of Subcontractor/subconsultant

By: Carlos A Mercado
Digitally signed by Carlos A Mercado
DN: cn=Carlos A Mercado,
o=Universal Engineering Sciences, c=US
Date: 2025.06.26 11:20:59 -04'00'

Authorized Signature

Carlos Mercado, PE

Print Name

Principal Engineer

Title

Date: June 26, 2025

CONFLICT OF INTEREST DISCLOSURE FORM

(Must be completed by Proposer and any subconsultants and returned with proposal)

PALM BEACH COUNTY CONFLICT OF INTEREST DISCLOSURE FORM

CONSULTANT/SUBCONSULTANT represents that it presently has no interest, either direct or indirect, which would or could conflict in any manner with the performance of services for the County, except as follows:

None

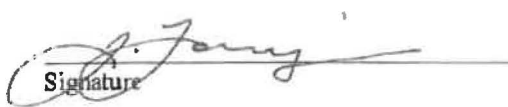
(Attach additional sheets as needed.)

CONSULTANT/SUBCONSULTANT further represents that no person having any interest shall be employed for said performance. By signing below, CONSULTANT/SUBCONSULTANT certifies that the information contained herein is true and correct and constitutes all current potential conflicts of interest which may influence or appear to influence CONSULTANT/SUBCONSULTANT'S judgment or quality of services being provided to the County.

CONSULTANT/SUBCONSULTANT shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest that may arise in the future through any prospective business association, interest or other circumstance which may influence or appear to influence CONSULTANT/SUBCONSULTANT'S judgment or quality of services being provided to the County. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that CONSULTANT/SUBCONSULTANT may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute an unacceptable conflict of interest if entered into by the CONSULTANT/SUBCONSULTANT.

If, in the sole opinion of the COUNTY, the prospective business association, interest or circumstance of CONSULTANT/SUBCONSULTANT would constitute an unacceptable conflict of interest to the COUNTY, the COUNTY shall so state in the notification and the CONSULTANT/SUBCONSULTANT shall not enter into said association, interest or circumstance.

This DISCLOSURE is submitted by (Name of Individual:) Jill Lanigan, as (Title/Position:) Principal Corporate Secretary of (Name of Firm:) Song + Associates, Inc. who hereby certifies that any misrepresentation by the CONSULTANT/SUBCONSULTANT on this Disclosure is considered an unethical business practice and is grounds for sanctions against future County business with the CONSULTANT/SUBCONSULTANT.


Signature

10/30/24

Date

CONFLICT OF INTEREST DISCLOSURE FORM
(Must be completed by Proposer and any subconsultants and returned with proposal)

PALM BEACH COUNTY CONFLICT OF INTEREST DISCLOSURE FORM

CONSULTANT/SUBCONSULTANT represents that it presently has no interest, either direct or indirect, which would or could conflict in any manner with the performance of services for the County, except as follows:

NA

(Attach additional sheets as needed.)

CONSULTANT/SUBCONSULTANT further represents that no person having any interest shall be employed for said performance. By signing below, CONSULTANT/SUBCONSULTANT certifies that the information contained herein is true and correct and constitutes all current potential conflicts of interest which may influence or appear to influence CONSULTANT/SUBCONSULTANT'S judgment or quality of services being provided to the County.

CONSULTANT/SUBCONSULTANT shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest that may arise in the future through any prospective business association, interest or other circumstance which may influence or appear to influence CONSULTANT/SUBCONSULTANT'S judgment or quality of services being provided to the County. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that CONSULTANT/SUBCONSULTANT may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute an unacceptable conflict of interest if entered into by the CONSULTANT/SUBCONSULTANT.

If, in the sole opinion of the COUNTY, the prospective business association, interest or circumstance of CONSULTANT/SUBCONSULTANT would constitute an unacceptable conflict of interest to the COUNTY, the COUNTY shall so state in the notification and the CONSULTANT/SUBCONSULTANT shall not enter into said association, interest or circumstance.

This DISCLOSURE is submitted by (Name of Individual:) Nathan Hammond, as (Title/Position:) President of (Name of Firm:) Hammond & Associates who hereby certifies that any misrepresentation by the CONSULTANT/SUBCONSULTANT on this Disclosure is considered an unethical business practice and is grounds for sanctions against future County business with the CONSULTANT/SUBCONSULTANT.


Signature

October 30, 2024
Date

CONFLICT OF INTEREST DISCLOSURE FORM
(Must be completed by Proposer and any subconsultants and returned with proposal)

PALM BEACH COUNTY CONFLICT OF INTEREST DISCLOSURE FORM

CONSULTANT/SUBCONSULTANT represents that it presently has no interest, either direct or indirect, which would or could conflict in any manner with the performance of services for the County, except as follows:

N/A

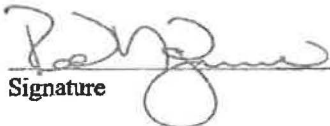
(Attach additional sheets as needed.)

CONSULTANT/SUBCONSULTANT further represents that no person having any interest shall be employed for said performance. By signing below, CONSULTANT/SUBCONSULTANT certifies that the information contained herein is true and correct and constitutes all current potential conflicts of interest which may influence or appear to influence CONSULTANT/SUBCONSULTANT'S judgment or quality of services being provided to the County.

CONSULTANT/SUBCONSULTANT shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest that may arise in the future through any prospective business association, interest or other circumstance which may influence or appear to influence CONSULTANT/SUBCONSULTANT'S judgment or quality of services being provided to the County. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that CONSULTANT/SUBCONSULTANT may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute an unacceptable conflict of interest if entered into by the CONSULTANT/SUBCONSULTANT.

If, in the sole opinion of the COUNTY, the prospective business association, interest or circumstance of CONSULTANT/SUBCONSULTANT would constitute an unacceptable conflict of interest to the COUNTY, the COUNTY shall so state in the notification and the CONSULTANT/SUBCONSULTANT shall not enter into said association, interest or circumstance.

This DISCLOSURE is submitted by (Name of Individual:) Ronald Jezerinac, as
(Title/Position:) President of (Name of Firm:) Jezerinac Group, PLLC
who hereby certifies that any misrepresentation by the CONSULTANT/SUBCONSULTANT on this Disclosure is considered an unethical business practice and is grounds for sanctions against future County business with the CONSULTANT/SUBCONSULTANT.


Signature

October 30, 2024
Date

CONFLICT OF INTEREST DISCLOSURE FORM

(Must be completed by Proposer and any subconsultants and returned with proposal)

PALM BEACH COUNTY CONFLICT OF INTEREST DISCLOSURE FORM

CONSULTANT/SUBCONSULTANT represents that it presently has no interest, either direct or indirect, which would or could conflict in any manner with the performance of services for the County, except as follows:

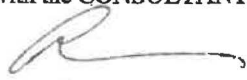
(Attach additional sheets as needed.)

CONSULTANT/SUBCONSULTANT further represents that no person having any interest shall be employed for said performance. By signing below, CONSULTANT/SUBCONSULTANT certifies that the information contained herein is true and correct and constitutes all current potential conflicts of interest which may influence or appear to influence CONSULTANT/SUBCONSULTANT'S judgment or quality of services being provided to the County.

CONSULTANT/SUBCONSULTANT shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest that may arise in the future through any prospective business association, interest or other circumstance which may influence or appear to influence CONSULTANT/SUBCONSULTANT'S judgment or quality of services being provided to the County. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that CONSULTANT/SUBCONSULTANT may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute an unacceptable conflict of interest if entered into by the CONSULTANT/SUBCONSULTANT.

If, in the sole opinion of the COUNTY, the prospective business association, interest or circumstance of CONSULTANT/SUBCONSULTANT would constitute an unacceptable conflict of interest to the COUNTY, the COUNTY shall so state in the notification and the CONSULTANT/SUBCONSULTANT shall not enter into said association, interest or circumstance.

This DISCLOSURE is submitted by (Name of Individual:) C. Andre Rayman, PSM, as (Title/Position:) President of (Name of Firm:) Engenuity Group, Inc. who hereby certifies that any misrepresentation by the CONSULTANT/SUBCONSULTANT on this Disclosure is considered an unethical business practice and is grounds for sanctions against future County business with the CONSULTANT/SUBCONSULTANT.



Signature

10/30/2024

Date

CONFLICT OF INTEREST DISCLOSURE FORM

(Must be completed by Proposer and any subconsultants and returned with proposal)

PALM BEACH COUNTY CONFLICT OF INTEREST DISCLOSURE FORM

CONSULTANT/SUBCONSULTANT represents that it presently has no interest, either direct or indirect, which would or could conflict in any manner with the performance of services for the County, except as follows:

None

(Attach additional sheets as needed.)

CONSULTANT/SUBCONSULTANT further represents that no person having any interest shall be employed for said performance. By signing below, CONSULTANT/SUBCONSULTANT certifies that the information contained herein is true and correct and constitutes all current potential conflicts of interest which may influence or appear to influence CONSULTANT/SUBCONSULTANT'S judgment or quality of services being provided to the County.

CONSULTANT/SUBCONSULTANT shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest that may arise in the future through any prospective business association, interest or other circumstance which may influence or appear to influence CONSULTANT/SUBCONSULTANT'S judgment or quality of services being provided to the County. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that CONSULTANT/SUBCONSULTANT may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute an unacceptable conflict of interest if entered into by the CONSULTANT/SUBCONSULTANT.

If, in the sole opinion of the COUNTY, the prospective business association, interest or circumstance of CONSULTANT/SUBCONSULTANT would constitute an unacceptable conflict of interest to the COUNTY, the COUNTY shall so state in the notification and the CONSULTANT/SUBCONSULTANT shall not enter into said association, interest or circumstance.

This DISCLOSURE is submitted by (Name of Individual:) Ken Tuma, as (Title/Position:) Managing Principal of (Name of Firm:) Urban Design Studio, LLC who hereby certifies that any misrepresentation by the CONSULTANT/SUBCONSULTANT on this Disclosure is considered an unethical business practice and is grounds for sanctions against future County business with the CONSULTANT/SUBCONSULTANT.


Signature

10-30-2024

Date

CONFLICT OF INTEREST DISCLOSURE FORM

Project: Construction Materials Testing, Geotechnical Engineering and Inspection
Professional Continuing Services Contract on a Consultant Service
Authorization Basis

Project No.: 2023050

CONSULTANT/ANNUAL CONSULTANT represents that it presently has no interest, either direct or indirect, which would or could conflict in any manner with the performance of services for the County, except as follows:

N/A

(Attach additional sheets as needed)

CONSULTANT/ANNUAL CONSULTANT further represents that it presently has no interest and shall acquire no interest which would conflict with performance of services solicited herein, as provided for in Chapter 112, Part III, Florida Statutes, and Section 2-441, et seq., the Palm Beach County Code of Ethics. The CONSULTANT/ANNUAL CONSULTANT further represents that no person having any such conflict of interest shall be employed for said performance of services.

CONSULTANT/ANNUAL CONSULTANT shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest that may arise in the future through any prospective business association, interest or other circumstance which may influence or appear to influence CONSULTANT'S/ANNUAL CONSULTANT'S judgment or quality of services being provided to the County. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that CONSULTANT/ANNUAL CONSULTANT may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute an unacceptable conflict of interest if entered into by the CONSULTANT/ANNUAL CONSULTANT.

If, in the sole opinion of the COUNTY, the prospective business association, interest or circumstance of CONSULTANT/ANNUAL CONSULTANT would constitute an unacceptable conflict of interest to the COUNTY, the COUNTY shall so state in the notification and the CONSULTANT/ANNUAL CONSULTANT shall not enter into said association, interest or circumstance.

By signing below, CONSULTANT/ANNUAL CONSULTANT certifies that the information contained herein is true and correct and constitutes all current potential conflicts of interest which may influence or appear to influence CONSULTANT'S/ANNUAL CONSULTANT'S judgment or quality of services being provided to the County.

THIS DISCLOSURE is submitted by Travis Merrick (name),
as President (title), of GFA International Inc. DBA Universal Engineering Science Firm,
who hereby certifies that the information stated above is true and correct. Further, it is hereby
acknowledged that any misrepresentation by the CONSULTANT/ANNUAL CONSULTANT on
this Disclosure is considered an unethical business practice and is grounds for sanctions against
future County business with the CONSULTANT/ANNUAL CONSULTANT.

Travis Merrick, President
(Print Name and Title)

[Signature]
(Signature)

3/27/2023
(Date)

ATTACHMENT #4

CSA History

[illegible]



SONG&AS-01

JNGUYEN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/7/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ames & Gough 8300 Greensboro Drive Suite 980 McLean, VA 22102	CONTACT NAME:	
	PHONE (A/C, No, Ext): (703) 827-2277	FAX (A/C, No): (703) 827-2279
INSURED Song & Associates Inc. 1545 Centrepark Drive North West Palm Beach, FL 33401	E-MAIL ADDRESS: admin@amesgough.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Transportation Insurance Company A(XV)	NAIC # 20494
	INSURER B: Continental Casualty Company (CNA) A, XV	20443
	INSURER C: Arch Insurance Company, A+ XV	11150
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			6020869686	1/3/2025	1/3/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			6020869686	1/3/2025	1/3/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			6020871700	1/3/2025	1/3/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Professional Liab.			PAAEP0144303	10/21/2024	10/21/2025	Per Claim 3,000,000
C	Professional Liab.			PAAEP0144303	10/21/2024	10/21/2025	Per Aggregate 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Palm Beach County, Board of County Commissioners is included as additional insured with respect to General Liability, Automobile Liability, and Umbrella Liability when required by written contract. General Liability and Automobile Liability are primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and when required by written contract. General Liability, Automobile Liability and Umbrella Liability policies include a waiver of subrogation in favor of the additional insureds where permissible by state law and when required by written contract. 30-day Notice of Cancellation will be issued for the General Liability, Automobile Liability, Umbrella Liability and Professional Liability policies in accordance with policy terms and conditions.

CERTIFICATE HOLDER

CANCELLATION

Palm Beach County, Board of County Commissioners
c/o Capital Improvements Division
2633 Vista Parkway
West Palm Beach, FL 33411

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/03/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Mary Storti c/o Paychex Insurance Agency, Inc. 225 Kenneth Drive, Rochester, NY 14623	CONTACT NAME: PHONE (A/C, No, Ext): (888) 627-4735 E-MAIL ADDRESS: PEO_WorkComp@paychex.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A: American Zurich Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 40142
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COVERAGES	CERTIFICATE NUMBER: 20235160	REVISION NUMBER:
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WC 12-68-329-05	06/01/2025	06/01/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
				Location Coverage Period	06/01/2025	06/01/2026	Client# 20009373-FL

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Coverage is provided for only those co-employees of, but not subcontractors to: Song & Associates Inc, 1545 Centrepark Drive North, West Palm Beach FL 33401

CERTIFICATE HOLDER PBC Board of County Commissioners Facilities Development & Operations Department Capital Improvement 2633 Vista Parkway West Palm Beach FL 33409	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CONTRACT EXHIBIT G
ONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT
 Section 787.06(13), Florida Statutes

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of Song + Associates, Inc.
 (ENTITY) and attest that the ENTITY does not use coercion for labor or services as defined in
 section 787.06, Florida Statutes.

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true
 and correct.


 (signature of officer or representative)

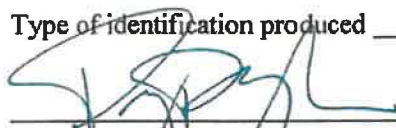
Jill Lanigan, Principal, Corporate Secretary
 (printed name and title of officer or representative)

State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization
 this, 30 day of OCTOBER, 2024, by JILL LANIGAN.

Personally known ☒ OR produced identification ☐.

Type of identification produced _____.


 NOTARY PUBLIC
 My Commission Expires: 5/1/2028
 State of Florida at large



Perry Douglass
 Comm.: HH 512715
 Expires: May 01, 2028
 Notary Public - State of Florida

(Notary Seal)



Facilities Development &
Operations Department

Capital Improvements Division

2633 Vista Parkway
West Palm Beach, FL 33411
Telephone - (561) 233-0261
www.pbc.gov/fdo

Palm Beach County
Board of County
Commissioners

Maria G. Marino, Mayor

Sara Baxter, Vice Mayor

Gregg K. Weiss

Joel G. Flores

Marci Woodward

Maria Sachs

Bobby Powell Jr.

Interim
County Administrator

Todd J. Bonlarron

"An Equal Opportunity Employer"

July 9, 2025

Song & Associates, Inc.
1545 Centrepark Drive N
West Palm Beach, FL 33401
ilanigan@songandassociates.com

Re: Contract # R2025-0079
Continuing Architectural Consulting Contract
Notification of Contract Clauses No Longer Being Enforced
Pursuant to Emergency Ordinance 2025-014

Dear Robert Castrovinci,

On June 3, 2025, the Board of County Commissioners (BCC) approved an emergency ordinance to suspend the race and gender conscious provisions of the County's EBO ordinance. The suspension will remain in effect for two years or until further direction by the BCC, whichever comes first. As a result, the provisions relating to minority/women-owned business enterprise (M/WBEs) participation contained in Section 8.6 of contract number R2025-0079 **will not be enforced** as of June 3, 2025, only the small business enterprise (SBE) provisions will apply.

Please sign below to acknowledge receipt of this notification. This acknowledgement will be included, and made part of, the contract file.

Should you require any additional information please contact our office at (561) 233-0261.

Cordially,


Fernando DelDago, Director
Capital Improvements Division

Receipt Acknowledged and In Agreement:


Song & Associates, Inc

July 9, 2025

Date

c: Shethal Sinanan, Contract Manager, CID
Luisa Ditosti, Contract Analyst, CID
Holly Knight, Senior Professional Engineer, Engineering & Public Works