



CAULFIELD & WHEELER, INC.
Consulting Engineers • Surveyors & Mappers

Celebrating
35
years

Engineering EB0003591
Surveying LB0003591
Landscape Architecture LC0000318

September 23, 2022 (Rev. 7/31/23)

Proposal #09-22-124

Village of Valor, LTD
Attn: Kathy Makino/Dr. Casimiro Crockett
3175 S. Congress Avenue, #310
Palm Springs, FL 33461
Email to: corey@placepnd.com

Re: Agreement for professional services relating to the “Village of Valor” project located on 2nd Avenue North, Palm Springs, Palm Beach County, Florida (CWI Job #6744).

Dear Ms. Makino/Dr. Crockett:

Thank you for the opportunity to present you with this agreement for professional services for the “Village of Valor” project. The scope of this agreement is to provide professional Surveying services of the subject property.

SCOPE OF SERVICES

1). OFFSITE SPECIFIC PURPOSE ROUTE SURVEY (Survey area shown on Exhibit “A” attached)

Consultant shall conduct a Specific Purpose Route Survey of the subject property in accordance with the Standards of Practice set forth in Chapter 5J-17 adopted by the Florida State Board of Professional Surveyors and Mappers, pursuant to Chapter 472.027 Florida Statutes.

Survey will include inverts.

Fee.....\$7,220.00

**Time frame to complete is 3-4
weeks from notice to proceed.**

2). SUBSURFACE UTILITY ENGINEERING (SUE) SERVICES

Utility Designating Services (marking & sketch only)\$5,990.00

3). MISCELLANEOUS SERVICES

Any other miscellaneous services outside the scope of this contract, requested by the Client, will be performed at the prevailing hourly rates based upon actual work performed.

Principals.....	\$190.00/hr.
Expert Witness Testimony.....	\$275.00/hr.
Laser Scanning Survey Crew.....	\$250.00/hr.
GPS Survey Crew	\$165.00/hr.
Robotic Survey Crew.....	\$140.00/hr.
Field Survey Crew	\$140.00/hr.
Professional Land Surveyor.....	\$140.00/hr.
Engineering Design.....	\$140.00/hr.
Landscape Architect/Site Planning.....	\$135.00/hr.
CADD/Technician/Draftsperson.....	\$100.00/hr.
Office Technician.....	\$75.00/hr.
Engineering Inspector	\$90.00/hr.
Prints	\$0.30/s.f.
Mylars	\$4.50/s.f.
Federal Express/Overnight Deliveries	Cost plus 10%
Courier Deliveries	Cost plus 10%

4). GENERAL PROVISIONS

- A. The terms of this agreement shall be effective for one (1) year from the date of execution of this contract and may be renegotiated at the option of the Consultant.
- B. Receipt of this agreement (signed by all parties) shall be considered by Caulfield & Wheeler, Inc. as notice to proceed.
- C. Statements for the professional services rendered by Caulfield & Wheeler, Inc. under this agreement will be invoiced monthly based on a work-in-progress or completed basis and payment is due upon the Client's receipt of the invoice or statement. Invoices not paid within 60 days of the date of the invoice shall be deemed delinquent. Upon any invoice or statement becoming delinquent, Caulfield & Wheeler, Inc. may:

1. Deem this agreement terminated. Caulfield & Wheeler, Inc. and Client shall thereupon have no further rights or obligations under this agreement and all fees and costs owed by Client through the date of termination shall be immediately due and payable; and/or
2. Withhold all work product of Caulfield & Wheeler, Inc. under this agreement, including all drawings, surveys, plats, reports, calculations, specifications, and all other data, and not deliver the same to the Client, and discontinue performing and providing professional services under this proposal until payment in full of all outstanding statements is received; file lien against the property for all outstanding invoices.

Client acknowledges that Consultant will not be held liable for any damages incurred resulting from Consultant withholding work product or discontinuing services due to delinquency of payment of invoices on the part of the Client.

Caulfield & Wheeler, Inc. may request that the final statement be paid simultaneously with the delivery to the Client of the final work product due under this agreement. Fees for Caulfield & Wheeler, Inc.'s professional services under this agreement and costs incurred shall be due and payable by Client whether or not the Client, for any reason, fails or elects not to proceed with the Project.

- D. The Client shall be responsible for the payment of all reimbursable items (i.e. blueprints, printing, Engineering mylars, plat mylars, authorized travel, filing fees, permits, assessments, or governmental related fees).
- E. The obligation to provide further services under this agreement may be terminated by either party upon receipt of written notice within seven (7) days in the event of a substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, Consultant shall be paid for all services rendered to the date of termination including all reimbursable expenses and terminating expenses.
- F. Revisions and/or additional services requested outside the scope of this agreement will be invoiced at the prevailing hourly rates.
- G. All electronic files are the property of Caulfield & Wheeler, Inc. Hard copies of the data contained in the electronic files will be provided to Client upon request.
- H. This Agreement may be assigned to another entity upon payment in full of outstanding invoices sent prior to the assignment request.

**PURSUANT TO FLORIDA STATUTE 558.0035, AN
INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE
HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.**

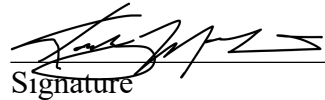
This agreement, consisting of four (4) pages, represents the entire understanding between Caulfield & Wheeler, Inc., Consultant; and Village of Valor, LTD, Client, with respect to the project and may only be modified in writing signed by all parties.

Sincerely,
Caulfield & Wheeler, Inc.



David P. Lindley, PLS
Senior Vice President

Accepted by:
Village of Valor, LTD



Signature

Kathy Makino-Leipsitz

Print Name
Member of the GP

Title
August 2, 2023

Date

EXHIBIT "A"

