

August 17, 2020

Oksana Maslak  
The Shores HOA  
4832 NW 57<sup>th</sup> Manor  
Coconut Creek, FL 33073

**RE: LANDSCAPE ARCHITECTURAL – THE SHORES, COCONUT CREEK- STREET  
TREE REMOVAL/ REPLACEMENT  
CTA PROPOSAL NO. 2020-H11.261**

Dear Ms. Maslak:

The firm of Craven Thompson & Associates, Inc. (CTA) is pleased to provide you with the following proposal for professional Landscape Architectural Design Services for The Shores HOA Street Tree project. Our Scope is as follows:

**CRAVEN THOMPSON**



**& ASSOCIATES INC.**

Engineers  
Planners  
Surveyors  
Landscape Architects

**I. LANDSCAPE ARCHITECTURAL SERVICES**

1.1 Landscape Plan Processing (CTA Task No. 21020)  
Process landscape plans through the City of Coconut Creek for plan approval. It is anticipated that only an Administrative Approval is required.

*Hourly, Not to Exceed.....\$1,300.00*

1.2 Landscape Plan (CTA Task No. 21030)  
Prepare a street tree replacement plan for The Shores development. Landscape plans are to include tree removal and replacement recommendations to create a new street tree layout more appropriate for the development. A minimum of two (2) replacement tree options are to be provided for species diversification. Plans to include details and specifications suitable for bidding, permitting, and construction. Plans will be developed from aerials, scanned plans provided by the City if available, and site visits. Irrigation is not included.

*Lump Sum.....\$2,000.00*

1.3 Tree Survey Plan (CTA Task No. 21040)  
Prepare Tree Survey plans for the street tree portions of the project. Lot trees are not included. Task includes one (1) site visit for a visual survey and documentation of size, type, existing conditions, and recommendations. Plans will be developed from aerials and site visits.

*Lump Sum.....\$3,000.00*

1.4 Meetings with Client and Agencies (CTA Task No. 24000)  
Attendance at requested project meetings or conference calls with The Shores Home Owners Association and the City for project coordination, if required.

*Hourly, Not to Exceed.....\$1,000.00*

3563 N.W. 53rd Street  
Fort Lauderdale, FL 33309-6311  
(954)739-6400  
Fax (954) 739-6409

**II. MISCELLANEOUS**

2.1 Reimbursable Expenses (CTA Task No. 31140)

Reimbursable expenses shall include printing, mylars, copying, postage, photographic services, long distance phone calls, Federal Express and courier services.

*Estimated Budget*..... \$500.00

**Scope of Services**

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

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

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

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

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

**Hourly Fee Schedule**

**Civil Engineering Services**

Principal Engineer .....	\$210/Hour
Senior Supervising Engineer .....	\$190/Hour
Senior Engineer .....	\$140/Hour
Project Engineer .....	\$120/Hour
Engineering Senior CADD Technician.....	\$95/Hour

**Land Surveying & Mapping Services**

Principal Surveyor .....	\$170/Hour
Professional Land Surveyor.....	\$130/Hour
Project Surveyor .....	\$120/Hour
Survey CADD / GIS Tech.....	\$90/Hour
Survey Field Crew (1-Man Crew) .....	\$95/Hour
Survey Field Crew (2-Man Crew) .....	\$135/Hour
Survey Field Crew (3-Man Crew) .....	\$165/Hour
Survey Crew with Laser Scan (3-Man Crew) .....	\$260/Hour

**Landscape Architecture and Planning Services**

Principal Landscape Architect / Principal Planner.....	\$170/Hour
Senior Supervising Landscape Architect .....	\$155/Hour
Senior Landscape Architect.....	\$135/Hour
Landscape Architect.....	\$125/Hour
Project Landscape Designer .....	\$115/Hour
Project Planner .....	\$115/Hour

**Construction Administration Services**

Director of Construction Management .....	\$150/Hour
Construction Manager .....	\$140/Hour
Senior Field Representative .....	\$100/Hour
Field Representative .....	\$90/Hour

**Miscellaneous**

Clerical .....	\$75/Hour
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**Hourly Charges**

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

**Lump Sum Fees**

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

**Cost Estimates**

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

**Ownership of Documents**

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

**Permits and Approvals**

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

**Construction Requirements**

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

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

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

No person other than you shall have the right to rely on the expertise of the firm or the performance of the matters set forth herein. The firm reserves the right to record a memorandum hereof in the public records of the County.

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

**Permit Fees; Application Fees; Outside Consultant Fees**

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

**Direct Charges**

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

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

**Assignment**

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

**LIABILITY**

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

**Invoicing and Payment**

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

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

**Client's Responsibilities**

1. The Client shall provide full information regarding requirements for the project including a program, which shall set forth the design objectives, constraints and expendability, special equipment and systems and site requirements.
2. The Client shall furnish the services of soil engineers or other consultants when such services are deemed necessary. Such services shall include test borings, test pits, soil bearing values, percolation tests, air and water pollution tests, ground corrosion and resistivity tests, including necessary operations for determining subsoil, air and water conditions, with reports and appropriate professional recommendations.
3. The Client shall furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Contract Documents.
4. The Client shall furnish a Legal Description of the property and the appropriate Title Information.
5. The Client shall execute all permit applications. As "Permittee", or "applicant" or "holder", Owner shall be responsible for complying with the conditions of all permits issued. In particular, Client shall be responsible for the safety of the General Public during construction.

**Acceptance**

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

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

Sincerely,

**CRAVEN THOMPSON & ASSOCIATES, INC.**



SCOTT W. PEAVLER, P.L.A.  
*Senior Supervising Landscape Architect*

SWP/jm

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

THIS PROPOSAL ACCEPTED BY:

\_\_\_\_\_  
Name & Title

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Facsimile Number