



## **Board of County Commissioners**

1801 27th Street  
Vero Beach, Florida 32960  
Telephone: (772) 567-8000 FAX: 772-778-9391

### **Project:**

**WORK ORDER NO. 2 (Engineering)  
FOR  
PROFESSIONAL SERVICES AGREEMENT  
FOR PROFESSIONAL CIVIL ENGINEERING SERVICES CONTRACT  
WITH  
Masteller & Moler, Inc.**

**IRC COURTHOUSE JUDGES SECURITY UPGRADE – IRC Project No. 1621  
CONSTRUCTION SERVICES**

This Work Order No. 2 is in accordance with the existing AGREEMENT dated November 4<sup>th</sup>, 2014 between Masteller & Moler, Inc. (**ENGINEER**) and Indian River County (**COUNTY**). This Work Order No. 2 amends the agreement as follows:

#### **SECTION I - PROJECT LIMITS**

This Work Order No. 2 is for the **ENGINEER** to provide for professional services during construction of the Indian River County Courthouse Judges Security Upgrade project.

#### **SECTION II - SCOPE OF SERVICES**

We shall perform the following tasks to ensure that construction is in compliance with permits and approvals:

**Bidding Assistance:** Masteller & Moler, Inc., and our sub-consultants ML Engineering, Treasure Coast Engineering, and Lucido & Associates will provide professional services to Indian River County (Owner) during the project's bidding process generally including the following:

1. Preparation for and attendance at a mandatory pre-bid meeting and preparation of a letter of response to include in an addendum, if needed.
2. Research and responses to bidders' questions to be incorporated into written addenda during the bidding process, if needed.
3. Review submitted bids, evaluate for correctness and completion, contact references (if applicable), and provide Letter of Findings and Recommendation of Contract Award.

Note: Bidding assistance does not entail review of proposed substituted equipment. If proposed by bidding contractors, a separate amendment may need to be provided for our review services.

**Pre-Construction Meeting / Shop Drawing Review:** We will coordinate with the selected Contractor and his sub-contractors and Indian River County (Owner) Personnel to set up a pre-construction meeting. We shall review all shop drawings and submittals for site work construction as designed by us and our sub-consultants. Specifically, our sub-consultant ML

Engineering will review concrete mix design, masonry and accessories, and reinforcing; and our sub-consultant Treasure Coast Engineering will review the electrical systems designed for this project. Upon review of shop drawings, we will provide our findings to the Owner. Upon final approval by the Owner, we shall provide the approved shop drawings to the Contractor for construction.

**On-Site Construction Observation:** During construction of the site improvements by the Contractor, we shall perform sufficient construction observation at our discretion on an as-needed basis such that we can certify the construction of the project improvements. Our proposal is based on the assumption Indian River County (Owner) and/or the contractor will be responsible for the performance of all testing including density testing and concrete cylinder testing. We will need to be provided with all testing results in written format. The objectives that will be observed and verified are as follows:

- a. Demolition
- b. Curbs
- c. Gate Installation
- d. Sidewalk

Parking coordination during construction relative to the current parking lot occupants is not included in this Work Order. It is understood it will be the Owner's and/or Contractor's responsibility to coordinate parking arrangements during construction.

Our sub-consultant ML Engineering will perform construction observation, limited to four (4) on-site visits for:

- a. Foundation pre-pour: Verify compaction requirements are met, reinforcing size, quantity and placement.
- b. Masonry walls: Verify and beam reinforcing, masonry placement, grouting and wall joints.
- c. Concrete slab: Verify compaction requirements are met and reinforcing.

Our sub-consultant Treasure Coast Engineering will perform construction observation on an as-needed basis such to verify the electrical is constructed in conformance with the permitted plans and specifications.

Our sub-consultant Lucido & Associates will perform construction observation as follows:

- a. Attend up to two (2) site visits to observe landscape installation and wall aesthetic elements;
- b. Upon notification of completed landscape installation, attend one (1) walk-thru with Client and Contractor to witness installed landscape material, wall aesthetic elements and issue one (1) punch list if necessary;
- c. Upon full and complete landscape installation and wall aesthetic element installation, attend one (1) final walk-thru with Client and Contractor.

Full-time resident construction observation is not required and therefore not included.

Upon completion of construction, Masteller & Moler, Inc. must be provided with As-Built surveys to confirm proper horizontal and vertical alignment of project improvements. The As-Built survey is typically provided by the Contractor's Surveyor (licensed in the State of Florida) and must be provided in AutoCAD format and black line with reference to State Plane Coordinates

as required by Indian River County. We shall also review test results to be provided to our office by the Contractor. We will provide our findings of said reviews to the Owner.

While reviewing the as-built survey and test results, we shall conduct an initial walk-through and develop a punchlist of construction deficiencies. Our punchlist shall be provided to the Owner for review and approval. Upon Owner's approval of said punchlist, we shall provide the punchlist to the Contractor in order that the deficiencies may be corrected. It is understood the Owner may develop an independent punchlist as well. Once the Contractor has satisfactorily corrected the punchlist items and we are confident the site has been constructed in compliance with permit approvals based on our review of the site, as-built survey, and test results, and the Owner is satisfied with corrections, we shall submit a Certification of Construction Completion to the City of Vero Beach and request final inspection.

In the event the City Inspector prepares a punchlist, we will provide said punchlist to the Owner and Contractor in order that the deficiencies may be corrected. Once the City's punchlist has been resolved to the Owner's and our satisfaction, we shall notify the City the site is ready for re-inspection.

The As-built survey is not included in our fees. **Daily and Periodic inspections of erosion control devices and reports required by the NPDES General Permit are the Responsibility of the Contractor and are not included in this proposal.**

**Engineering Certifications:** Upon completion of the project and review of As-Built and Testing results to confirm proper construction, Certifications will be prepared as follows:

1. Engineer's Certification to COVB Engineering Department
2. Engineer's Certification to COVB Planning Department
3. Engineer's Certification of Completion to Owner
4. Landscape Architect's Certification of Inspection and Material
5. Structural Engineer's Certification of Completion
6. Electrical Engineer's Certification of Completion

Any and all items not specifically set forth in this Work Order are excluded. Specifically excluded items include but are not limited to: testing of any kind, construction stake-out, as-builts, and parking coordination.

### SECTION III - COMPENSATION

The **COUNTY** agrees to pay, and the **ENGINEER** agrees to accept a total lump sum of \$26,432.50 for the above-described services rendered as identified in Sections I and II of this Work Order No. 2 based on the following:

Services During Project Bidding	<b>\$ 4,587.50</b>
Masteller & Moler, Inc.	\$ 2,000.00
ML Engineering, Inc. (\$900.00 x 1.15)	\$ 1,035.00
Treasure Coast Engineering (\$700.00 x 1.15)	\$ 805.00
Lucido & Associates (\$650.00 x 1.15)	\$ 747.50

Pre-Construction Meeting / Shop Drawing Review **\$ 5,450.00**

Masteller & Moler, Inc.	\$ 2,000.00
ML Engineering, Inc. (\$1,650.00 x 1.15)	\$ 1,897.50
Treasure Coast Engineering (\$700.00 x 1.15)	\$ 805.00
Lucido & Associates (650.00 x 1.15)	\$ 747.50

Project Construction Administration **\$ 16,395.00**

Masteller & Moler, Inc.	\$ 8,000.00
ML Engineering, Inc. (\$2,600.00 x 1.15)	\$ 2,990.00
Treasure Coast Engineering (\$2,500.00 x 1.15)	\$ 2,875.00
Lucido & Associates (\$2,200.00 x 1.15)	\$ 2,530.00

All and/or any additional services not described hereon shall be pre-approved by the **COUNTY**. Approved additional services shall be invoiced at the rates disclosed in the approved fee schedule with the **ENGINEER**.

The AGREEMENT is hereby mended as specifically set forth herein. All remaining sections of the AGREEMENT shall remain in full force and effect, and are incorporated herein.

IN WITNESS WHEREOF the parties hereto have executed these presents this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**CONSULTANT:**  
**MASTELLER & MOLER, INC**

**BOARD OF COUNTY COMMISSIONERS**  
**OF INDIAN RIVER COUNTY**

By:   
Stephen E. Moler, PE  
Title: Vice President

By: \_\_\_\_\_  
Joseph E. Flescher, Chairman

BCC Approved Date: \_\_\_\_\_

Attest: Jeffrey R. Smith, Clerk of Court and Comptroller

By: \_\_\_\_\_  
Deputy Clerk

Approved: \_\_\_\_\_  
Jason E. Brown, County Administrator

Approved as to form and legal sufficiency: \_\_\_\_\_  
Dylan T. Reingold, County Attorney



**EXHIBIT "A" – MASTELLER & MOLER, INC. FEE BREAKDOWN**

Service during Project Bidding

Pre-Bid Meeting Preparation & Attendance	\$ 1,200.00
Research & Response(s) to Questions	\$ 400.00
<u>Review &amp; Evaluate Submitted Bids</u>	<u>\$ 400.00</u>
Sub-total	\$ 2,000.00

Pre-Construction Meeting / Shop Drawing Review

Pre-Construction Meeting Preparation, Coordination & Attendance	\$ 1,000.00
<u>Shop Drawing Review &amp; Coordination</u>	<u>\$ 1,000.00</u>
Sub-total	\$ 2,000.00

Project Construction Administration

On-Site Construction Observation (approx. 25 hours)	\$ 2,575.00
Progress Meetings (approx. 6)	\$ 900.00
Partial Pay Reviews	\$ 900.00
Sub-Consultant Coordination	\$ 2,275.00
<u>Project Close-out Coordination &amp; Certifications</u>	<u>\$ 1,350.00</u>
Sub-total	\$ 8,000.00

<b>Total</b>	<b>\$ 12,000.00</b>
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**M L Engineering Inc.**

2030 37<sup>th</sup> Avenue  
Vero Beach, Florida 32960  
Phone: (772) 569-1257  
Fax: (772) 569-4041

**EXHIBIT "B" – M L ENGINEERING, INC. FEE BREAKDOWN**

April 12, 2017

Mr. Steve Moler, P.E.  
Masteller & Moler, Inc.  
1655 27<sup>th</sup> Ave. Suite 2  
Vero Beach, Florida 32960

Re: IRC Courthouse – Construction Administration  
Vero Beach, Florida  
Engineer's Project 16-210A

Dear Steve:

We are pleased to provide you with this proposal for structural engineering services on the above project.

Our scope of work will be to provide construction administration services for the structural portion of the work for the proposed masonry screen walls at the East parking lot.

**Scope of Work includes:**

- 1 Pre-bid meeting
- 2 Bid reviews
- 3 Pre-construction meeting
- 4 Submittal review of the following:
  - a. Concrete mix design
  - b. Masonry and accessories
  - c. Reinforcing
- 5 Construction observation, limited to (4) on-site visits for the following:
  - a. Foundation pre-pour. Verify compaction requirements are met, reinforcing size, quantity and placement
  - b. Masonry walls. Verify and beam reinforcing, masonry placement, grouting and wall joints
  - c. Concrete slab. Verify compaction requirements are met and reinforcing
6. Payment reviews
7. Final inspection

The following services are not included in our scope:

1. Concrete or other material testing
2. Soil or compaction testing
3. Surveys
4. Permit fees

**IRC Courthouse-Construction Administration**  
**Vero Beach, Florida**  
**April 12, 2017**  
**Page 2 of 3**  
**Engineer's Project 16-210A**

**Fees**

We propose to provide the above-described services for the fees listed below which will be invoiced as a lump sum upon completion or monthly based on a percentage of completion.

1. Pre-bid meeting		\$ 450.00
2. Bid reviews		\$ 450.00
3. Pre-construction meeting		\$ 450.00
4. Submittal review		\$ 1,200.00
5. Construction observation	4 @ \$400/ea	\$ 1,600.00
6. Payment reviews	3 @ \$200/ea	\$ 600.00
7. Final inspection	1 @ \$400	\$ 400.00
Total		\$ 5,150.00

If additional engineering services are requested our services can be provided and billed at the following hourly rates. If there are substantial revisions at any time during the evaluation and design of the project that may affect our proposal, we will notify you prior to making such changes.

Administration	\$ 45.00
ACAD Technician	\$ 75.00
Inspector	\$ 80.00
Structural Engineer	\$ 150.00

**Schedule**

Our schedule for completion will be based upon receiving substantially completed information as described above in a timely manner, which will allow us to provide these services in a time-frame which can be mutually agreed upon. Should you require further information or clarification, please call.

Respectfully,



Michael A. Lue, P.E.  
Consulting Engineer

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2017

\_\_\_\_\_  
Signature

**ATTACHMENT 'A'**  
**PROPOSAL/CONTRACT FOR ENGINEERS SERVICE**

- I. **ACCEPTANCE:**  
The time for acceptance of the afore going proposal is limited to thirty (30) days from the date of the proposal. If not accepted within that timeframe, the proposal will be withdrawn by ML Engineering, Inc., after which a new proposal must be negotiated by the parties.
- II. **INDEMNIFICATION:**  
As a separate and distinct consideration for this indemnification agreement hereunder, the consideration of which is \$100.00, the receipt of which is acknowledged by the party with whom ML Engineering, Inc. is contracting hereunder, that party agrees to indemnify and hold ML Engineering, Inc. harmless from any and all claim and causes of action arising out of the work of ML Engineering, Inc. arising out of the work performed or to be performed by the party with whom ML Engineering, Inc. is contracting hereunder, or any other contracting parties' agents, affiliates, subsidiaries or assigns, excepting only such actions, claims or lawsuits arising out of the gross negligence of ML Engineering, Inc., its affiliates, subsidiaries, officers and employees.
- III. **THIRD PARTY BENEFICIARY:**  
This agreement is entered into for the exclusive benefit of the parties, and the parties expressly disclaim any intent to benefit anyone not a party.
- IV. **LATE PAYMENT:**  
All payments called for under the terms and conditions of this proposal will bear simple interest a 1-1/2% per month.
- V. **GOVERNING LAW AND VENUE:**  
This agreement is to be governed by the laws of the State of Florida and the venue in the event of any litigation shall be Indian River County, Florida.
- VI. **LIABILITY:**  
The liability of ML Engineering, Inc. for damages arising out of its performance for any mistake, mission interruption, delay, error or defects in the providing of its services set forth herein or any portion of its services, occurring in the course of performing this agreement, shall in no event exceed the amount of the contract for services.
- VII. **TERMINATION FOR CAUSE:**  
ML Engineering, Inc. has the right to terminate the contract for cause, which includes any of the following events:  
  1. Failure to make timely payments.
  2. Failure to respond to ML Engineering, Inc.'s written request for information or decisions.
  3. If ML Engineering, Inc. verily believes that the work requested will result in a structure or design that is not viable.

In the event of the above one or more grounds for termination for cause, ML Engineering, Inc. shall give a seven day written notice, and if the grounds for termination are not corrected within the seven days, ML Engineering, Inc. has the right to terminate the contract.
- VIII. **ATTORNEY FEES:**  
If either party brings a lawsuit in order to enforce or interpret the provisions of this agreement, the prevailing party should be entitled to reasonable attorney fees in addition in addition to any other relief to which that party may be entitled.



# TREASURE COAST ENGINEERING

Your Electrical Design Consultant

## EXHIBIT "C" – TREASURE COAST ENGINEERING, INC. FEE BREAKDOWN

Masteller & Moler, Inc.  
Steve Moler  
1655 27th St., #2  
Vero Beach, FL 32960

4/12/2017

**Reference:** Indian River Courthouse Wall/Gate Construction Administration  
Indian River County, Florida

Dear Steve,

In response to your request, the following is Treasure Coast Engineering, Inc's (Consultant) proposal to provide the Construction Administration services on the above referenced project.

### FEES

1.	Pre-Bid Meeting:	\$ 450.00
2.	Bid & Shop drawings review:	\$ 500.00
3.	Pre-Construction Meeting:	\$ 450.00
4.	Construction observation, partial payment reviews not to exceed:	\$ 1,500.00
5.	Final Inspection at end of project to confirm electrical system is installed and properly working with signed and seal letter certifying the completion of work.	\$ 1,000.00

If anything is found that needs to be addressed outside this proposal it shall be billed at an hourly rate of \$150/hr once approved by you. Please don't hesitate to call me with any questions or concerns that might affect this proposal.

**This quotation for design services is valid for sixty (60) days from the date of this proposal.**

Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Invoices shall be submitted monthly and are due upon receipt. Unless otherwise agreed upon, 100% of the design services will be invoiced upon delivery of the sign & sealed permit construction drawings. Invoices shall be considered past due if not paid within thirty (30) days of the invoice date. If the Client should fail to pay any invoice within thirty (30) days of the due date, the Consultant reserves the right to discontinue work on the project. **All deposits or invoices paid to the Client from your client no matter what that particular service was shall have a reasonable and proportional percentage of that payment used to pay any outstanding invoice from the Consultant.**


If payment is not received within sixty (60) days of the invoice date, the Client shall pay as interest an additional charge of one-and-one-half (1.5%) percent (or the maximum allowable by law, whichever is lower) of the PAST DUE amount per month. Payment thereafter shall first be applied to interest accrued and the remainder to principal. **Further, the Consultant will have the option of notifying the property owner of possible lien on their property because of lack of payment from the Client.**

In the event legal action is necessary to enforce the payment provisions of this Agreement, the Consultant shall be entitled to recover reasonable attorney's fees, court costs and expenses in connection therewith and for the reasonable value of the Consultant's time and expenses spent in connection with such collection action computed at the Consultant's prevailing fee schedule and expense policies.

We appreciate the opportunity to offer this proposal and hope we can be of assistance to you in the near future.

Please sign below indicating your acceptance of this proposal.

Thank you,

  
Bryant Jenks, PE, LEED AP

By signing below, you accept the terms of this proposal:

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**Client:** Masteller & Moler, Inc., Steve Moler

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**Date**

## General Terms and Conditions

### Reimbursable Items

Our proposal design fees do not include reimbursable expenses. All drawings shall be printed at our office and delivered to Client. Items requested by Client shall be billed at the following rates:

- A. Travel expenses- actual cost with a 1.2 multiplier.
- B. Reproductions (\$0.25 per square foot), postage, and deliveries - actual cost with a 1.2 multiplier.

### Hourly Rates for Additional Services

Our hourly rates for additional services shall be billed at the following rates:

- A. Engineer \$150.00 per hour
- B. Designer \$ 80.00 per hour
- C. Drafter \$ 60.00 per hour
- D. Admin \$ 40.00 per hour

### Limitation of liability

The aggregate liability of Treasure Coast Engineering, Inc., in any Client claim, shall not, under any circumstance, exceed the payment, if any, received by Treasure Coast Engineering, Inc. for the services furnished or to be furnished, as the case may be, which is subject of the claim or dispute. In no event shall Treasure Coast Engineering, Inc. be responsible for incidental or consequential damages, however caused.

### Physical Construction of Project

When services are provided during construction under this proposal, it is understood that the Consultant shall not be in charge of or be responsible for the Contractor's methods of construction, construction forces or equipment, construction progress, Contractor's safety procedures or information as to the status of the Contractor's payment of his bills for labor and/or materials used on the Project.

### Ownership of Documents

All plans, specifications, computer files, field data, notes and other documents and instruments prepared by the Consultant shall remain the property of the Consultant and may not be used by any others without the written consent of the Consultant, including the copyright thereto. *The Client shall be expressly prohibited from making any further use of the construction documents for any purpose, including, but not limited to, the conversion for another purpose. This provision shall survive termination of this Agreement.*

### Termination of Agreement

This agreement is subject to termination by the Client upon seven (7) days written notice. In the event of any termination, the Consultant will be paid for all services rendered to the date of termination. Upon written request, the Consultant will supply one copy of all documents related to the Project.

### Additional services

Revisions due to owner comments or revisions which occur after permit submission completion (including addressing permit comments) will be treated as additional services and invoiced accordingly.

### Severability

Should any term and condition be declared illegal or otherwise unenforceable, it shall be severed from the remainder of this agreement without affecting the legality of enforceability of the remaining portions.

### Indemnity

The Consultant agrees to indemnify for only the damages that flow from the Consultant's own negligence or from that of the Consultant's sub-consultants.

### Standard of Care

The Consultant is to be held only to the standard of care of other similarly skilled and educated Consultants in the community. No other standards or warranties, expressed or implied, including warranties of marketability or fitness for a particular purpose apply.

### Mediation

Any dispute under this agreement shall be submitted to final and non-binding mediation as follows:

- a. Each party shall bear the cost of its own attorney's fees, and
- b. The mediation hearing shall be held in Indian River County, Florida, unless the parties mutually agree to another location.
- c. Neither party shall commence or pursue any litigation on any claim under this Agreement until mediation has been demanded by a party and either the other party does not reasonably cooperate in the mediation process or the parties are still at an impasse following the mediation. Each party agrees that this requirement to mediate is reasonable, valid and enforceable. If any legal proceeding is necessary to enforce or interpret the provisions of this Agreement after mediation, the prevailing party shall be entitled to its reasonable attorney's fees and legal costs, in addition to any other relief to which such party may be entitled. The venue for any legal action for the enforcement of this Agreement shall be in Indian River County, Florida, to the exclusion of all other venues.



EXHIBIT "D" – LUCIDO & ASSOCIATES, INC. FEE BREAKDOWN

April 17, 2017

via email: [semoler@bellsouth.net](mailto:semoler@bellsouth.net)  
Consider this to be the original

Mr. Stephen E. Moler, P.E.  
Vice President  
Masteller & Moler, Inc.  
1655 27<sup>th</sup> Street, Suite 2  
Vero Beach, FL 32960

**RE: IRC Courthouse Judges Security Upgrade Project – Proposal of Services for Post Design Services  
(LA REF NO. 17-370)**

Dear Mr. Moler:

This agreement authorizes **Lucido & Associates**, hereinafter referred to as "Consultant," to provide to **Masteller & Moler, Inc.**, hereinafter referred to as "Client" with post design services IRC Courthouse Judges Security Upgrade project located in Indian River County FL.

**SCOPE OF SERVICES**

- Coordination with Client and Contractor during bidding of work to include review of contractor-submitted shop drawings, RFI's and proposed substitutions pertinent to our prepared documents only;
- Attend up to two (2) site visits to observe landscape installation and wall aesthetic elements;
- Upon notification to this office of completed landscape installation, attend one (1) walk-thru with Client and Contractor to witness installed landscape material, wall aesthetic elements and issue one punch list if necessary;
- Upon full and complete landscape installation and wall aesthetic element installation, attend one final walk-thru with Client and Contractor and issue landscape certification letter for Contractor's submittal to City/County prior to issuance of Certificate of Occupancy.

**FEES:**

Fees shall be billed on an hourly basis, based on the billing rates included in this contract, and shall not exceed the estimated amount of **Three Thousand Five Hundred (\$3,500.00) dollars**. Consultant shall not exceed the estimated fee without authorization from Client. Fees may be increased based on changes or additions to the proposed Scope of Services. Fees shall be billed monthly on a percentage of completion basis, and are due upon receipt.

**2017 HOURLY BILLING RATES**

President	\$235.00	Senior Designer	\$ 90.00
Senior Vice President	\$225.00	Executive Administrator	\$ 85.00
Vice President	\$195.00	Project Designer	\$ 80.00
Senior Landscape Architect	\$145.00	Bookkeeper	\$ 75.00
Senior Planner	\$135.00	Design Technician	\$ 65.00
Senior Project Manager	\$125.00	Administrative Assistant	\$ 55.00
Senior Planning Assistant	\$115.00	Technical Assistant	\$ 45.00
Environmental Specialist	\$105.00		

Hourly rates are valid for a period of thirty (30) days from date of proposal. Hourly rates may change at the beginning of each calendar year based on annual review

**EXPENSES:**

Reimbursable expenses may include: reproduction, travel expenses, courier, telephone costs, and outside vendors, and shall be billed on a monthly basis in addition to professional services fees. All vendor reimbursable expenses shall be charged direct costs plus 15%.

**ADDITIONAL SERVICES:**

Additional services required as a result of substantial changes in the established scope of services, project program or concept; unforeseen constraints; new, revised or improper interpretations or applications by government staff or officials of local development regulations or Comprehensive Plan policies; revisions to plans or documents prepared by others not directly affiliated with Lucido and Associates; or as requested by the Client will be billed at either the hourly rates referenced herein or at agreed upon fixed fees. Additional services include, but are not limited to, planned unit development agreements; governmental applications for development approval not specifically listed herein; conceptual site plans, master plans, final site plans; phasing plans; meetings/site visits not listed in the scope of services; traffic analyses or review and coordination of traffic related issues; revising previously approved drawings; additional graphics, elevations, cross-sections, perspectives, color renderings or photo boards not specifically listed herein; tree surveys or mitigation plans; architectural services, review of architectural plans or coordination of architectural issues; engineering services, review of engineering plans or coordination of engineering issues; site lighting or electrical engineering; landscape designs, plans, or specifications; irrigation designs, plans, or specifications; structural plan; governmental or building permits; permit drawings; environmental surveys or review and coordination of environmental related issues; site visits during landscape installation to ensure design intent is met; and other such services (i.e. meetings, plans or processes) not otherwise listed in the scope of services.

**INSURANCE:**

The Consultant carries Worker's Compensation insurance, professional liability insurance, and general liability insurance. If the Client directs the Consultant to obtain increased insurance coverage, the Consultant will acquire such additional insurance, if obtainable, at the Client's expense.

**TERMS:**

Invoices shall be considered past due thirty (30) days from the date of billing. Work process shall stop after account is thirty (30) days in arrears. In connection with any litigation, including appellate proceedings arising out of this Agreement, the prevailing party shall be entitled to recover any amounts due and/or unpaid, together with costs, interest and reasonable attorney's fees. In the event any invoice or any portion thereof remains unpaid for more than thirty (30) days following the invoice date, the Consultant may initiate collection and/or legal proceedings to collect the same. Any sum due the

Consultant which is not paid within thirty (30) days after submission of an invoice shall bear interest at a rate of one and one-half percent (1-1/2%) per month from the date of submission of the invoice until paid in full. If the Client objects to an invoice, it must advise the Consultant in writing providing its reasons within 14 days of receipt of the invoice, or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing.

The parties acknowledge that a substantial portion of negotiations and anticipated performance of this agreement occurred or shall occur in Indian River County, Florida, and that, therefore, without limiting the jurisdiction or venue of any other federal or state courts, each of the parties irrevocably and unconditionally (a) agrees that any suit, action or other legal proceeding arising out of or relating to this Agreement may be brought in the courts of record of the State of Florida in Indian River County; (b) consents to the jurisdiction of such court in any such suit, action or proceeding; and (c) waives any objection which he or she may have to the laying of venue of any such suit, action or proceeding in such court. The Client understands and agrees that if all fees and reimbursable expenses are not paid, that after the conclusion and/or termination of the representation, the Consultant may report such non-payment to the appropriate credit reporting agencies. In addition, the Client understands and agrees that after the conclusion and/or termination of the representation, the Consultant may assign any unpaid fees and costs to an appropriate collection agency for collection, or initiate a collection action itself.

All original drawings and information are to remain the property of the Consultant (all copies of drawings to be supplied to Client for their files). The Client will be provided with copies of final drawings and/or reports for information and reference purposes. Plans and documents are not to be used for Construction purpose without Consultant approval. Boundary survey shall be provided by Client in digital format in State Plane Coordinate System. All Consultant information and materials may not be used for the benefit of any third party without approval by the Consultant.

Technical and pricing information in this proposal is confidential and the proprietary property of the Consultant, and is not to be disclosed or made available to third parties without the written consent of the Consultant. All plans, documents and graphics are to be considered accepted after submittal to the appropriate governing jurisdiction.

The Consultant will not be responsible for Government Certification of our landscape designs or other associated planting or site problems if not contracted to provide site inspection services during plant installation.

All conceptual, master and final site plans produced by the Consultant are diagrammatic and not to be used for construction purposes. All master and final site plans must be horizontally controlled and brought into compliance with regulatory site design standards by the Client's engineer for construction purposes.

The obligation to provide further services under this Agreement may be terminated by the Client upon thirty (30) days written notice in the event of any 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, the Consultant will be paid for services rendered to the date of notice, all expenses subject to reimbursement hereunder, and other reasonable expenses incurred by the Consultant as a result of such termination. The fee and timing for the quote above is valid for a period of thirty (30) days from the date of this contract.

In the event the Consultant's compensation under this agreement is a fixed fee, upon such termination, the amount payable to the Consultant for services rendered will be a proportional amount of the total fee based on the ratio of the amount of the work done, as reasonably determined by the Consultant, to the total amount of services which was to have been performed, less prior partial payments, if any, which have been made.

Consultant shall not be responsible for, or liable for:

1. Changes to the Client-approved or submitted site plan or development application that may result from Client directives; changes to construction plans or surveys.
2. New, revised or improper interpretations or applications by government staff or government officials of development regulations or Comprehensive Plan policies.
3. Amendments to government approved final site plans that may result from platting requirements.
4. Delays to site plan or development applications or responses to staff reports that may be created by project team members, government agencies or any other unforeseen circumstances that may result from the development review process.
5. The quality of work or technical data and analysis provided by other project team members such as plans, documents, or electronic data prepared by the project engineer, surveyor, attorney, architect, traffic consultant, environmental consultant or others not employed by Lucido & Associates.

This contract does not guarantee government approval of the development application. Consultant shall not be responsible for, or liable for, the denial of a government application based on failure to perform by project team member; or new, revised, or improper interpretations or applications of local development regulations or Comprehensive Plan policies by government staff or officials; or any other unforeseen circumstances that may result from the development review process.

The Client acknowledges and agrees that land use matters at all levels of government are time consuming and unpredictable. The Consultant cannot guarantee success nor can the Consultant guarantee the timing of the governmental process. All time estimates, if any, are simply estimates based upon past experience and eventual time frames may vary considerably from any estimates given. The Consultant is not responsible for any time delays or damages to the Client because of any time delays regardless of the source of the delays. All fees charged by government are to be paid by the Client, regardless of the amount of the fee or the reason for the fee. The Consultant is not responsible for any fees charged by the government. The governmental process in land use matters may also involve the Client engaging other professionals to assist the Client. The Client is responsible for engaging all other professionals to assist the Client in achieving the Client's land use goals. The Consultant is not responsible for engaging other professionals, is not responsible for work product of other professionals and is not responsible for any fees of other professionals. The Consultant is not responsible for the government misinterpreting government regulations or making new interpretations of government regulations inconsistent with past interpretations.

Mr. Stephen Moler, P.E.  
LA # 17-370 IRC Courthouse Judges Security Upgrade  
April 17, 2017  
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**SIGNATURE/RETAINER**

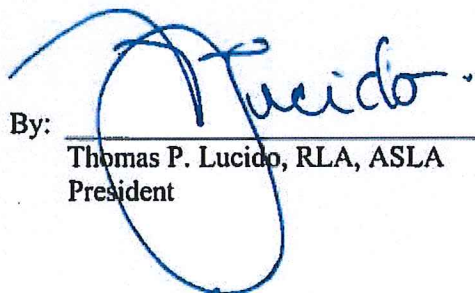
Please sign and return a copy of the proposal to us along. Retain the original proposal for your records.  
Work will commence upon receipt of the executed proposal.

APPROVED AND ACCEPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.

**LUCIDO & ASSOCIATES, LLP**

**MASTELLER & MOLER, INC.**

By: Thomas Lucido & Associates, P.A.  
a Florida Corporation  
Its Managing Partner

By:   
\_\_\_\_\_  
Thomas P. Lucido, RLA, ASLA  
President

By: \_\_\_\_\_  
Stephen Moler, P.E.  
Vice President

SG/kpa