CITY OF OAKLAND PARK WORK AUTHORIZATION FOR PROFESSIONAL SERVICES

CONSULTANT: Miller Legg & Associates, I PROJECT MANAGER: Sierra Marrero	(nc			
Address: 5747 N Andrews Way, Fort Lauderda	ale, Florida 33309			
		Work Authorization No: 22-EBS- MILLERLEGG-NE13THAVE-IMPROVEMENTS Resolution #:R-2021-107 (Required for expenditure \$25,000 or above) Effective Date:		
P.O. # For Work Authorization:		Budget		
Brief Task Description: Professional Services	for the City of Oaklan	d Park ne 13 TH Avenue	Improvements Project.	
In accordance with the above referenced agree Exhibit A (Scope of Services). All required s			tasks detailed in attached See Exhibit "C"	
The total amount or the limiting amount of authorized by the CITY in writing. Hourly not the work performed, by whom, work dates a paid based upon the percent of work that is a	the compensation wi ot to exceed (NTE) iter and number of hours	ll be: <u>\$ 145,250.00</u> unns will be paid against	nless additional services are t detailed invoices describing	
Compensation elements are as follows:	D/Lo4b o	d of Commention	4 (0)	
Task Task 1 – Topographic Survey	Metho	d of Compensation Lump Sum	Amount (\$) \$95,000.00	
Task 2 – Due Diligence Investigation		Lump Sum	\$7,500.00	
Task 2 – Due Diffgence investigation Task 3 – Hydraulic Analysis (Drainage)		Lump Sum	\$9,500.00	
Task 4 – Site-Civil (60%) Design Development		Lump Sum	\$31,000.00	
Documents		Lump Sum	\$31,000.00	
Task 5 – Design Development Phase Meeting		Lump Sum	\$1,500.00	
Attendance		Dump Sum	\$1,500.00	
Task 6 – Reimbursable Expenses Allowance		Lump Sum	\$750.00	
Total		Dump Dum	\$145,250.00	
Other Notes: This Work Authorization is subject to the Contract approved by the City Commission with, this Work Authorization by signing and via the appropriate Department Director.	on September 11, 201 I dating and returning	9. Please acknowledg two (2) original signe	ge receipt of, and agreement d copies to the City Manager	
CITY of OAKLAND PARK Approval:				
David Hebert, City Manager	(Signature)		(Date)	
Brynt Johnson, Director Engineering & Building Services	(Signature)		(Date)	
CONSULTANT Acceptance:	MAN (
Michael D. Kroll President Miller Legg & Associates Inc.	(Signature)		(Date)	

^{*}Expenditures \$25,000 or greater require City Commission Approval Expenditures \$7,500 of greater require City Manager Approval

Exhibit A Scope of Services



May 2, 2022

Via Email Sierra Marrero@oakiandparkff.gov

Sierra Marrero Sr. Project Manager Dept. of Engineering and Building Services City of Oakland Park 5399 N. Dode Hwy., Suite 3 Oakland Park, FL 33334

Re: Oakland Park NE 13th Avenue Improvements (the "Project") Miller Legg Proposal No. 22-P0631

Dear Sierra

Thank you for the opportunity to submit the attached Agreement for Professional Services to assist you with accomplishing your goals for the Oakland Park NE 13th Avenue Improvements Profect.

Please have an authorized Client signatory sign and initial the attached Agreement and Exhibit A page(s) where indicated, complete the Client Silling Instructions, and return for Miller Legg's execution. A fully-executed copy will be emailed to you for your file.

Should you have any questions, please do not hesitate to contact me at (954) 628-3618 or candreon@millerlegg.com. Again, thank you for this opportunity, and I look forward to speaking with you soon.

Sincerely,

Christopher T. Andreoni, P.E.

Project Engineer

Attachment: Exhibit A — Scope of Services

Exhibit B — Limits of Project and Survey Exhibit C — Owner Supplied Information

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AGREEMENT FOR PROFESSIONAL SERVICES						
Cilent:	City of Oakland	Park ,	Cilent Repre	sentative:	Slerra Marren	0
Address: 5399 N. Dixle Hwy., Sizte 3 Oakland Park, FL 33334 Phone/Fax: 954-530-4424 Emsti: Sierra.Marrero@oaklandparkfl.gov						
Phone/Fax:	954-630-4424		Emsti:	Sierra.Mar	reroggoakiand	parkti gov
Date: May 2	, 2022	Projec	t No: _22-PDE	31 T: _	R:	\$:
Projeci Name	and Location:	Oakland Park NE 1: Oakland Park, Brown			the "Project"	7)
Description o	f Services to be	Provided: See Exhi	bii A			
Fee: Lump :	Sum of \$144,50	D.CO AND/OR	Hounty not to	exceed (NTE) fee of	N/A
		AND/OR	Reimbursable	Expenses L	ump Sum of	\$750.00
Retainer: (Payable upon execution of this Agreement) N/A Special Conditions: N/A						
	Notice to Owner:Is the Client the Owner of the Property? ☑Yes ☐No # 'No', Owner's name and address: City of Oakland Park					
		3650 NE 12th		nd Park, FL	33334	
					and secretained	
The undersigned agree that these services shall be in compliance with the Agreement and associated conditions, dated September 13, 2019. Any additional requested services will be addressed in a separate agreement.						
(Consultant)	Associates, Inc. o	Vola Willer Legg ate:	(Clent)	Pakland Park	Date:	
Signature			Signatia	ne		
Michael D. Kroll, President						
Printed Name/	Tipe .		Printed	Name/Title		
Attachment: Exhibit A – Scope of Services Exhibit B – Limits of Project and Survey Exhibit C – Owner Supplied Information						
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1.0 PROJECT DESCRIPTION

The Project is generally described as follows: Consultant shall provide survey and civil engineering services for the proposed drainage and sidewalk improvements along the NE 13th Avenue corridor in Oakland Park, Broward County, Florida. See attached Exhibit B for project and survey limits.

2.0 BASIS OF SCOPE

General:

- For this Project, the "Client" is **The City of Oakland Park** and the "Consultant" is **Miller Legg**.
- This scope was prepared based on Project information received via email from Ms. Sierra Marrero on February 1, 2022. Exhibit C includes documents from the email that are relevant to the project limits and scope. Consultant reserves the right to amend this scope should the proposed scope change.
- The Project consists of the addition of sidewalks and drainage improvements along NE 13th Avenue and its branching streets between NE 40th Place and E Oakland Park Boulevard. The project limits are shown within the attached Exhibit B.
- Permitting, construction documents and construction administration services are not included in this scope. This scope is only for the analysis and recommendations related to the proposed improvements as part of a pre-design phase of the project.
- Design documents for the project scope will be completed in one (1) phase. Phasing plans
 are not included in the scope. If requested, phasing plans shall be provided as an
 additional service.
- This scope of services does not include public outreach, site plan amendments, rezoning, special permit, or land use plan amendment (LUPA) processes. If required, this can be provided as an additional service.
- The site is not subject to any requirements stemming from a Phase 1 or Phase 2 environmental site assessments (ESA).
- No Opinions of Probable Cost (OPC's) for construction are included with this scope. All
 pricing and estimates well be provided by Contractor. OPC's can be provided as an
 additional service if required.
- The Client design documents provided to Consultant shall meet the requirements of the Americans with Disabilities Act (ADA) as it relates to all issues associated with pedestrian connectivity.
- · Scope does not include vacating rights of ways or easements.

ML Proposal No: 22-F	P0031 P	age 1 of 5	Initial:	ML:	Client:
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- Book format specifications are not included under this scope. Notes and specifications will be provided on the plans.
- All geotechnical, MEP, electrical, environmental, and structural consulting services will be performed by others.
- Scope includes 60% Design Development Documents (DD), submittal only. Any additional Client/Design Team/Agency submittals will be provided as an additional service.
- Project will not be submitted for LEED certification. No LEED services are included in this scope but can be provided as an additional service if required.
- Site lighting, photometric and electrical design and permitting services will be provided by others.
- Tree assessment/disposition services will be provided as an additional service upon Client approval of 60% Design Development Documents.
- Landscape Architecture and irrigation services are not included in this scope services. If required, these services can be provided as an additional service.

2.2 Survey:

- It is anticipated that the field services required to complete this survey scope will take approximately 8 weeks to complete based on a total linier footage of roadway of 3.64 miles.
- Alta/Topographic Survey/Title Exception Review are not required.
- Special certification will be provided by Client.
- The depiction of trees will be shown on the survey drawing.
- Topographic survey elevations will be shown at 50-foot intervals; invert elevations are shown.
 A topo of full right-of-way plus 10 feet at each side.
- All fees within this proposal are based on performing each task one (1) time only. Additions or modifications to scope, re-staking as well as resulting CAD and Project management time, will be invoiced per the hourly Rate Schedule as an additional service.

2.3 Engineering:

- A Due Diligence Analysis has been included with this proposal with the intention to identify the
 items needed to provide construction level site-civil engineering documents, including
 permitting requirements, identifying Authorities Having Jurisdiction (AHJ's) within the project
 limits and researching/obtaining existing utility information.
- Engineering design documents are limited to a 60% Design Development Site-Civil level submittal for this proposal. An additional services agreement will be developed

ML Proposal No: 22-P0031 Page	e 2 of 5 Initial:	ML:	Client:
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following this pre-design phase of the project to include construction level engineering documents.

- Consultant shall prepare hydraulic calculations for drainage improvements. These may
 include preparation of drainage analysis, modeling and associated pipe/structure
 sizing as required for the proposed o improvements. Stormwater calculations and
 modeling services will be confined to the project area (see Exhibit B). Should
 calculations need to extend beyond the project area due to Regulatory Agency review
 requirements, they will be provided as an additional service.
- Scope does not include improvements to water and sanitary sewer infrastructure beyond what is necessary to incorporate the new drainage design.
- Scope does not include design, permitting or coordination services for non-civil utilities (gas, electrical, IT/communications). These will be provided by Client, Owner, MEP, utility provider or Contractor.
- This scope does not include electrical services, service lines, duct bank or transformer design. This service shall be provided by Client's MEP Consultant.
- Traffic or signalization studies (or updates to previously issued studies) are not included in this scope. If the AHJ's determine these are required, they could be provided as additional services.
- Traffic improvements such as roadway widening, turn lanes, intersection improvements, or traffic signalization are not included in this scope. Should these services be required as a result of AHJ's reviews, Consultant shall assist with these tasks as an additional service.
- Geotechnical services, as required for paving, earthwork, and drainage design calculations will be provided by others.
- FEMA floodplain analysis, study or map amendment *is not included in this scope*. If required, Consultant can assist with these tasks as an additional service.

3.0 INFORMATION TO BE PROVIDED BY CLIENT

- All available existing utility information within the project limits in CAD and PDF format.
- Electronic CAD files of all proposed conceptual site plans and renderings
- Copies of all relevant data, including correspondence, reports, plans or information in its possession which may be beneficial to the work effort performed by the Consultant.
- Authorization from property owner shall be provided as necessary to enter the Property and conduct this investigation.

ML Proposal No: 22-P0031 Page 3 of 5	Initial: ML:	_ Client:	
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4.0 SCOPE OF BASIC SERVICES AND FEE

The scope of services to be provided by Consultant shall be as follows:

SURVEY SERVICES

Task 1 Topographic Survey - Consultant shall prepare a topographic survey of full right-of-way plus 10 feet at each side on roads shown on Exhibit B, showing aboveground improvements, elevations will be measure at 50-foot intervals, high and low points, rim and invert elevations of sanitary sewer and drainage structures. Underground utility locations shall be based on site observation, designation by consultant or others. Trees with 3-inch DBH and larger will be shown on the survey. This task does not include an arborist assessment.

DESIGN DEVELOPMENT PHASE

- Task 2 Due Diligence Investigation Consultant shall provide due diligence services which shall include the following site assessments for the NE 13th Avenue Improvements Project:
 - General Site Information.
 - Existing utility information (water, sewer, and drainage).
 - Agencies Having Jurisdiction for utility and roadway construction
 - 811 Sunshine Utility Ticket
 - Site permitting processes and existing permit research.

Two (2) site inspection to evaluate the conditions of the existing site is included with this task.

- Task 3 Hydraulic Analysis (Drainage) Consultant shall perform a hydraulic analysis of the existing and proposed drainage system to determine pipe sizing and capacity. The hydraulic analysis is limited to the existing drainage system supplying NE 13th Avenue and its branching streets proposed to discharge into the existing system. The existing drainage system consists of a 72" collector drainage line under NE 13th Avenue between the Kimberly Lake outfall and the North Fork Middle River Outfall as shown in the Exhibit C documents.
- Task 4 Site-Civil (60%) Design Development Documents Based upon the due diligence investigation and hydraulic analysis, Consultant shall prepare a 60% level Site-Civil Design Development Plan showing the general alignment and horizontal geometry of site civil and utility infrastructure improvements including vehicular and pedestrian access/circulation, drainage improvements, existing domestic water, sanitary sewer lines and utility lines, and preliminary grading. Profile views are not included in this task and will be provided in the future during the Construction Document Phase of the project.

Consultant shall research, coordinate and compare the utility maps, as-builts and existing site conditions for potential limitations and conflicts of the proposed systems and other constraints that may impact design and permitting.

One (1) round of revisions to the Design Development Plans as a result of Client review comments is included under this task. Additional revisions to Design Development Plans can be provided as an additional service. Revisions do not include major site plan or program changes.

ML Proposal No: 22-P0031 Page 4 of 5 Initial: ML: C	_ Client:
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Task 5 Design Development Phase Meeting Attendance – Consultant shall attend up to three (3) Client/Design team SD coordination/review meetings or conference calls.

MISCELLANEOUS TASKS

Task 6 Reimbursable Expenses Allowance - Consultant shall provide services, as necessary, to assist Client in the processing of documents, plotting, printing, and shipping of plans or other miscellaneous items in order to facilitate successful completion of the Project. Costs incurred in providing these services shall be reimbursed in accordance with the General Conditions. For this Project an initial allowance of \$750.00 in reimbursable expenses shall be established. This allowance may be increased upon authorization from the Client.

die de la company	FEE SUMMARY		7 / 15
TASK NUMBER	TASK	LUMP SUM FEE	HOURLY NTE FEE
SURVEY SERVICE			
Task 1	Topographic Survey	\$95,000.00	-
	SURVEY SERVICES SUB-TOTAL =	\$95,000.00	-
DESIGN DEVELOR	PMENT DESIGN PHASE		
Task 2	Due Diligence Investigation	\$7,500.00	-
Task 3	Hydraulic Analysis (Drainage)	\$9,500.00	-
Task 4	Site-Civil (60%) Design Development Documents	\$31,000.00	-
Task 5	Design Development Phase Meeting Attendance \$1,500.00 -		-
	DESIGN DEVELOPMENT DESIGN PHASE SUB-TOTAL =	\$49,500.00	-
MISCELLANEOUS	SERVICES	20,1149	USA KIPLA
Task 6	Reimbursable Expenses Allowance	\$750.00	-
	MISCELLANEOUS SERVICES SUB-TOTAL =	\$750.00	-
	TOTAL FEE =	\$145,250.00	

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ML Proposal No: 22-P0031 Page 5 of 5 Initial: ML: _____ Client: ____

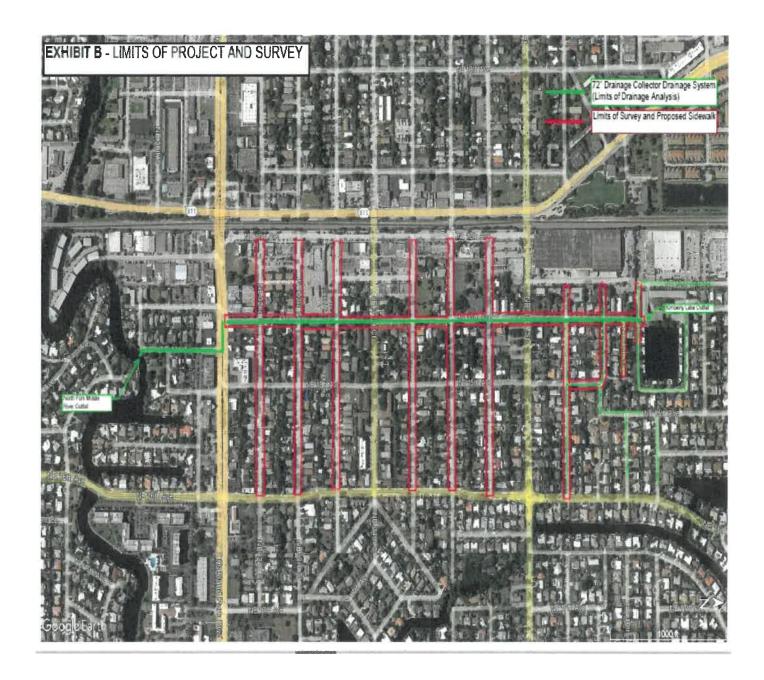
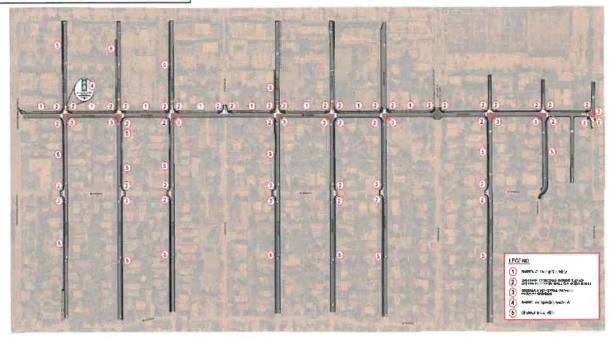


EXHIBIT C - OWNER SUPPLIED INFORMATION (LIMITS OF SIDEWALK IMPROVEMENTS)

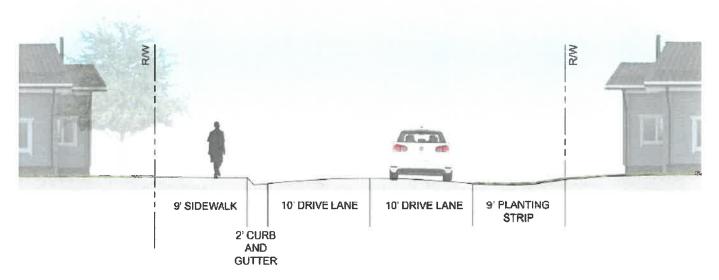


NE 13 AVENUE IMPROVEMENTS CSLIP GRANT APPLICATION CITY OF OAKLAND PARK PROPOSED IMPROVEMENTS - OVERVIEW





EXHIBIT C - OWNER SUPPLIED INFORMATION (TYPICAL CROSS SECTIONS)









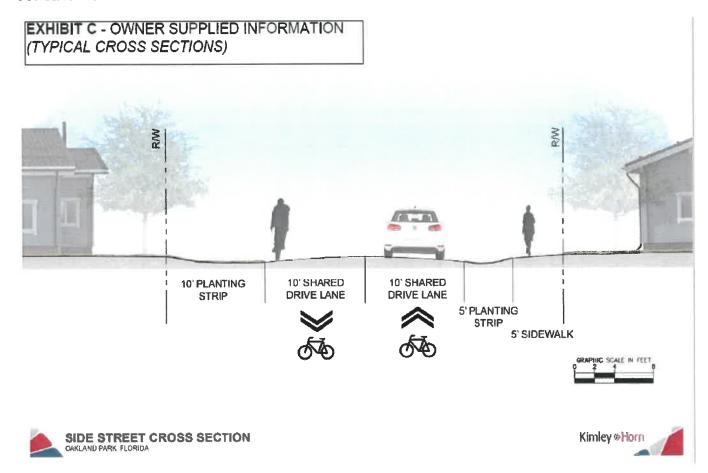


EXHIBIT C - OWNER SUPPLIED INFORMATION (UTILITY ATLAS - DRAINAGE)



EXHIBIT C - OWNER SUPPLIED INFORMATION (UTILITY ATLAS - DRAINAGE)

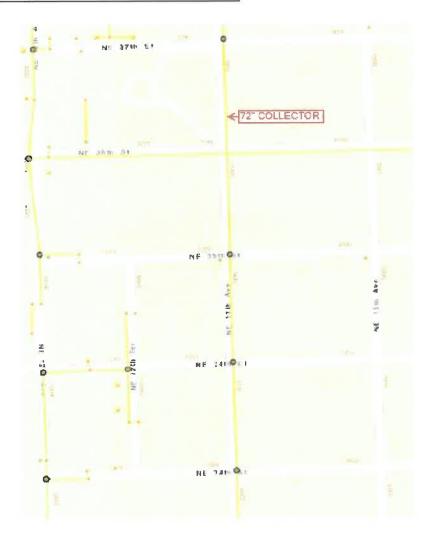


EXHIBIT C - OWNER SUPPLIED INFORMATION (UTILITY ATLAS - DRAINAGE)



EXHIBIT C - OWNER SUPPLIED INFORMATION (UTILITY ATLAS - DRAINAGE)



Exhibit B

Work Authorization Terms

All terms and conditions shall be in conformance with the Agreement between the City of Oakland Park and Miller Legg & Associates, dated September 16, 2019.

1. AUTHORIZATION TO PROCEED

Signing this Agreement shall be construed as authorization by the City of Oakland Park (City) for Miller Legg & Associates (CONSULTANT) to proceed with the Services, unless otherwise provided for in this Agreement. The terms and conditions of the contract between the City, and CONSULTANT govern this Work Authorization.

2. LUMP SUM

Lump sum compensation is calculated by reference to hourly schedule included in the executed contract and estimated hours provided to the City during negotiation. Actual hourly charges by classification against the lump sum may vary from the original estimated hours based on workload demands and other factors; however, the lump sum amount of the contract will not change unless the project scope changes.

3. DIRECT EXPENSES

Direct Expenses (Reimbursable) shall be those costs incurred on or directly for the City's Project, including but not limited to necessary transportation costs including mileage at current rate when its automobiles are used, meals and lodging, laboratory tests and analyses, computer services, word processing services, telephone, printing and binding charges. Reimbursement for these EXPENSES shall be on the basis of actual charges when furnished by commercial sources and on the basis of usual commercial charges when furnished by CONSULTANT.

4. SCOPE CHANGES

In the event that CONSULTANT believes that work outside of the scope of this contract has been requested or must be undertaken, CONSULTANT will notify the City Project Manager in writing prior to performing the additional work. The City and CONSULTANT will meet to address the Additional Services Request within one week of notification. If it is agreed that additional services are warranted, the City and CONSULTANT shall attempt to have the request placed on the next available City Commission agenda. CONSULTANT shall begin work after Commission approval; however, if time constraints dictate quicker action, CONSULTANT will undertake the additional work after coming to agreement with the City during the initial meeting with regards to the specific additional services.

5. COST ESTIMATES

Any cost estimates provided by CONSULTANT will be on a basis of experience and judgment. Since CONSULTANT has no control over market conditions or bidding procedures, CONSULTANT does not warrant that bids or ultimate construction costs will not vary from these cost estimates.

PROFESSIONAL STANDARDS

CONSULTANT shall be responsible, to the level of competency presently maintained by other practicing professionals in the same type of work in South Florida, for the professional and technical soundness, accuracy, and adequacy of all design, drawings, specifications, and other work and materials furnished under this Agreement. CONSULTANT makes no warranty, expressed or implied.

7 COMPENSATION SCHEDULE

CONSULTANT will invoice the City on a monthly basis for services rendered the previous month. After receipt the City shall notify CONSULTANT within ten (10) days of any discrepancies or disputed items. If the invoice is acceptable, the City agrees to pay CONSULTANT within thirty (30) days of date of invoice.

8. LIMITATION OF LIABILITY

CONSULTANT's liability to the City shall be based on the terms of the Contract

TERMINATION

Either City or CONSULTANT may terminate this Agreement by giving 30 days' written notice to the other party. In such an event the City shall forthwith pay CONSULTANT in full for all work previously authorized and performed prior to effective date of termination. If no notice of termination is given, relationships and obligations created by this Agreement shall be terminated upon completion of all applicable requirements of the Contract Agreement. All requirements of Section 19 of the contract shall apply to this contract.

10. ASSIGNMENT TO RELATED ENTITY

Requirements of Section 16, of the agreement apply to this section.

11. SEVERABILITY

In case any one or more of the provisions contained in this Agreement shall be held illegal, the enforceability of the remaining provisions contained herein shall not be impaired thereby

12. INFORMATION PROVIDED BY CLIENT

Permit application fees.

13. 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. The terms hereof shall be construed in favor of the firm and all inferences and implications shall be deemed to be for the benefit of the firm.

In reviewing this proposal for professional services, it should be understood that the 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. Better understanding of the project and the Client's goals as progress on the project is made.
- 2. Additional requirements identified by the Client.
- 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.

14. FEES

The 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.

15. 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.

16. CONSTRUCTION REOUIREMENTS

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 the City's responsibility to notify CONSULTANT 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.

17. 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.

18 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.

Exhibit C Preliminary Project Schedule

DELIVERY SCHEDULE

The Project as delineated in this scope of services is estimated to be completed within after Notice to Proceed. The following is the expected work schedule for the Project:

Deliverable	Schedule

Exhibit D Staff Time Estimate