PROJECT #	
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Dated this 7th day of November, 2025

TOWN OF LAKE PARK

DESIGN SERVICES FOR KELSEY PARK SPLASH PAD

PROFESSIONAL SERVICES

This agreement between the Town of Lake Park, a Florida municipal corporation ("TOWN" or "CLIENT"), and Kimley-Horn and Associates, Inc., a North Carolina Corporation authorized to transact business in Florida ("CONSULTANT"), is pursuant to Kelsey Park Splash Pad Project ("PROJECT"), RFQ 121-2025.

PROJECT BACKGROUND

The CLIENT has requested professional design services for the development concepts for a new splash pad to be located within the Kelsey Park property, 601 Federal Hwy, Lake Park, FL. It is our understanding that the development of park improvements was previously developed by another consultant to the Town and that the splashpad element, while identified, was not clearly defined or designed.

The COSULTANT was selected for the design, engineering, and construction phase services for the implementation the splash pad. In order to develop an accurate scope and fee for engineering and construction documents, the Town must select a concept to move forward into design.

PROJECT ASSUMPTIONS

The Task Order scope of services assumes the following:

- CLIENT will furnish as built drawings, record drawings of the existing utilities, site survey or any other available information for CONSULTANT'S use in producing a base map.
- If a site survey does not exist for the property, Consultant will prepare a base map using available data and the CLIENT-requested data noted above, along with available aerial photography and GIS property data.
- CLIENT will contract for geotechnical engineering and subsurface utility exploration (SUE) services, if required to complete the design and permitting of the project.
- Preparation of full construction documents for this project assumes the following of the selected design:
 - A recirculating or flow-through system requiring electrical, water, and storm services extended to the splash pad pump area.
 - A splash pad located 200' from required restroom area, per FBC Sec 454.1.9.8
 - An existing restroom facility already meeting FBC Sec 454.1.9.8
 - An outdoor shower is required.

- The splash pad will be constructed with a perimeter 4' fence with self-closing /latching gates.
- The splash pad will be designed with a concrete surface within the wet deck zone.
- Sitting areas surrounding the splash pad will be designed with a concrete surface, site furnishings, pre-engineered shade features (such as sails, funbrellas, or umbrellas), shower, and required signage.
- It is assumed that the splash pad will operate at night, requiring 6 footcandles of light on the deck and water feature area, per FBC Sec.454.1.9.8.4
- The splash pad will be designed using a single-source manufacturer, providing a turn-key solution inclusive of fully engineered pumping systems, controls, UV sanitization, actuators, valves, filters, chemical controls, surge tank, etc. to provide a turnkey splash pad solution for the space within the wet deck zone.
 - Should a design solution be desired by the Town that cannot be delivered as a turnkey solution, Kimley-Horn will require an amendment to add specialty subconsultant services for splash pad plumbing/engineering services.
- 3D renderings of design recommendations will be prepared by the splash pad equipment manufacturer for portions of the project within the wet deck. CLIENT-requested renderings beyond this narrow scope will require an amendment.
- CLIENT has indicated that a public engagement/ public involvement effort is not required
 for this project; services to prepare for, attend, and/or lead a public engagement/ public
 involvement effort are excluded from this agreement.
- Kimley-Horn has no control over the actions of jurisdictional agencies and is not a party to agreements between the Client and others. Accordingly, professional opinions as to the status of permits and entitlements or the suitability for a specific purpose herein and professional opinions as to the probability and timeframe for approvals are made on the basis of professional experience and available data. Kimley-Horn does not guarantee that the outcome of permits and entitlements or suitability will not vary from its opinions. Because its opinions are based upon limited site investigation and scope of services, Kimley-Horn does not guarantee that all issues affecting the site have been investigated.

SPECIFIC SCOPE OF SERVICES

The Scope of Services to be provided by CONSULTANT will be as follows:

Task 1: CONCEPTUAL DESIGN

- KICK OFF MEETING WITH VILLAGE: Kimley-Horn will visit the site to observe existing
 conditions and assess potential design integration with surrounding spaces and to
 ground-truth the project survey. Kimley-Horn will attend one Kick Off meeting with
 Village staff and present a design development concept.
- CONSULTANT will perform limited utility coordination to determine potential City and franchise utilities within the project limits. CONSULTANT will review CLIENT-provided as-built information, contact Sunshine 811 for a design ticket, and contact utility owners in the area to determine approximate utility locations.

- Base Map Preparation using available existing survey information and aerial
 photography, as well as data provided by the CLIENT, the CONSULTANT will prepare a
 base map of sufficient detail to prepare conceptual designs. This base map may not be
 of sufficient detail for future permit or construction documents, depending on Town's
 requirements. CONSULTANT will make one site visit to observe the existing conditions
 for use in preparing the base map.
- CONSULTANT will prepare up to three initial concepts depicting splash pad designs and configurations for review by the CLIENT. Concepts will be prepared in AutoCAD, to scale, over the project base map, and be presented as black and white line drawings with limited color. Inspiration image exhibits will be prepared in support of design recommendations. Elements that may be included in conceptual design:
 - Splash Pad spray features
 - Wet deck extents
 - Splash Pad location adjustment to accommodate FBC requirements.
 - Required splash pad elements:
 - Fencing
 - o Outdoor shower
 - Signage
 - Pavement types
 - Shade features
 - Seating areas
- CONSULTANT will attend one meeting with the CLIENT to present the initial concepts and receive feedback.
- CONSULTANT will prepare one revised draft concept, incorporating CLIENT comments, selecting elements of the initial concepts for further development into a draft concept.
 The draft concept will be prepared as a plan drawing with limited color.
- CONSULTANT will prepare an Opinion of Probable Cost (OPC) for the draft concept.
 - The CONSULTANT has no control over the cost of labor, materials, equipment, or over a Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to CONSULTANT at this time and represent only the CONSULTANT'S judgment as a design professional familiar with the construction industry. The CONSULTANT cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.
- CONSULTANT will attend one meeting with the CLIENT to present the draft concept and draft OPC to receive CLIENT feedback.
- CONSULTANT will prepare the final concept, incorporating CLIENT comments. The final
 concept will be prepared as a plan drawing with color. A final OPC will be prepared to
 incorporate elements depicted in the final concept.
- Consultant will make one presentation to Town Council for selection of a concept.

Task 1 Deliverable: A summary memorandum will be produced, documenting the approved concept, OPC, and Town Council decision.

TASK 2: DESIGN DEVELOPMENT / SITE PLAN PACKAGE

SITE PLAN APPLICATION TO TOWN: Upon Client approval of the Design Development Site Plan, Consultant will prepare a site plan package consisting of items required by the Town for Site Plan review. All application fees will be paid directly by the Client. Site Plan package will consist of:

- Cover Page
- Project survey (Provided by CLIENT)
- General Notes
- Site Plan
- Site Plan details showing preliminary detailing for site elements and lighting features
- Preliminary Engineering Plan depicting:
 - Erosion control notes and details
 - o Horizontal control information
 - Preliminary grading and identification of drainage patterns a preliminary drainage concept for coordination with SFWMD to prepare for permitting.
- Preliminary lighting layout with photometric plan
- Landscape Plans with calculations

Task 2 Deliverables:

- Preparation of Site Plan package for submittal to the Town, consisting of plans noted above.
- Prepare Opinion of Probable Construction Cost (OPCC) update, based on Site Plan package design.

Task 3 – 90% CONSTRUCTION DOCUMENTS

After Town approval of the Site Plan package, CONSULTANT will prepare plans and details suitable for bidding purposes, with site engineering, site lighting/electrical engineering, landscape and irrigation. During this task, the Consultant will perform the following:

Contact utility owners and request any available information depicting the locations and configuration of existing utilities within and around the park property.

Attend coordination meetings with regulatory agencies having jurisdiction over the project to discuss permitting requirements.

Prepare 90% construction documents typically consisting of the following:

Services for this task are limited to the following:

- Cover Sheet
- General notes
- Demolition Plan
- Site Plan for proposed improvement area
- Erosion Control Plan and Details
- Engineering Plan will consist of the following:
 - Erosion Control notes and details

- Proposed site grading and drainage for park improvements, with permit calculations.
- Utility Service Extensions
- Horizontal control for site elements
- Engineering Details will consist of details that support the engineering plan described above.
- Electrical Engineering Plans for electrical service extensions, panel connections, and service to the splash pad and lighting.
- Planting plan for proposed improvement areas will delineate plant material, plant quantities, plant schedules, specifications and project-specific planting details, including code required planting calculations. Existing trees/ tree disposition information will be included on the planting plan.
- Irrigation plan designed to provide irrigation coverage for all exterior proposed landscaped areas, as directed by Client. Consultant will provide the following irrigation design services, after Client approval of the 90% landscape plans:
 - Calculation of irrigation system requirements based on water application per week and water window availability as determined by local municipality and South Florida Water Management District.
 - Water source(s) evaluation for irrigation system assuming existing source located on Phase 1.
 - Irrigation mainline and sub-mainline sizing with recommended routing.
 - Irrigation controller assumed to use controller on Phase 1.
 - Material legend of all components.
 - Ancillary notes, calculations, and labels required to develop a master irrigation system.
 - SFWMD Water use permit application on behalf of the Client for well water source, as required.
- Hardscape plans based on Client design input gathered during the Conceptual Development phase. Kimley-Horn will prepare construction documents limited to the following:
 - Site furnishings specification and layout locations
 - Fencing layout and detailing for gates
 - Signage per FBC requirements
- Submit the 90% bid/construction drawings to the Client for review and meet with the Client to discuss. After review, address reasonable review comments as part of the final bid/construction drawings.
- Submit the revised 90% drawings for permit application to the Town for preliminary building permit review.
 - All Permit fees to be paid directly by the Client
- Provide an updated OPCC for the 90% plans.

Task 3 Deliverables

- Progress PDF plan sets will be emailed to the Client every other week until 90% plans are submitted.
- Sets of the 90% construction drawings in 24" x 36" format for internal and permit reviews
- Updated OPCC.

Task 4 - PERMITTING Services

- The Consultant will prepare and submit applications, calculations, supporting documents and plans for review by the following agencies:
- Seacoast Utility Authority: Utility permitting
- **FDEP:** 10-2 Permit / Self-Certification is assumed to be required for this project.
- PBC Health Department: Splash Pad permitting
- Town of Lake Park: Planning and Zoning and Engineering Department
- No other agency approvals are anticipated or included in this scope of services other than those identified above. All permitting fees will be the responsibility of the Client. Project representation for this task is required and is included in this proposal.
- Consultant will provide up to one (1) round of reasonable responses to SFWMD and up to two (2) rounds of reasonable responses to PBC Health Department and the Town of Lake Park.

Task 5 - FINAL BID/CONSTRUCTION DOCUMENTS

- Once the 90% construction drawings have been approved by the CLIENT, these will be used as the basis for preparing the final bid/ construction documents and in response to permit/ preliminary permit comments.
- Specifications will be a part of the plan set, all specifications will be referenced or placed on the plan sheets. Kimley-Horn will assist the Client in the preparation of certain sections of Division 1 specifications, limited to description of work, measurement and payment, and bid form. During this task, the Consultant will perform the following:
 - Revise the drawings prepared in Task 3 per the CLIENT and permitting agency comments, finalizing the structural design of the boardwalk.
 - o Tabulate anticipated construction items, quantities, measurements and payment items and their associated notes.
 - Prepare Division 1 required provisions for inclusion into the CLIENT-provided contract documents:
 - o Determine anticipated construction time for contract purposes.
 - o Update the engineer's opinion of probable construction costs.
 - Prepare a bid form that will list the separate pay items, estimated quantities, descriptions, and units.
 - Provide the CLIENT with a project description to be included in the CLIENT's front end documents.

Task 5 Deliverables

- Three sets of the final construction drawings in 24" x 36" format
- Update opinion of probable construction cost for the proposed improvements
- AutoCAD files of construction plans
- MS Word and Excel files of specifications or reports prepared related to this project

Task 6 - PROJECT REPRESENTATION/MEETINGS

Kimley-Horn will represent the project and/or make presentations to Town Staff, Town Council, or permit agencies. Services under this task will be provided on an hourly plus expense basis with a designated maximum fee. Anticipated meetings are as follows:

- Up to four (4) face-to-face meetings:
 - Kick-off Meeting
 - o Progress meetings with Town staff
 - Meetings with regulatory agencies/ permit coordination
- Up to twelve (12) conference calls:
 - Coordination with Town PM/Staff
 - Coordination with utility providers and regulatory agencies

<u>Task 7 – LIMITED Bidding Assistance (Hourly)</u>

It is our understanding that the Client will use a competitive bidding process to award the contact to a qualified contractor to construct the improvements. Services under this task will be provided on an hourly plus expense basis with a designated maximum fee. At the Client's request, Kimley-Horn will provide the following services:

- Consult with and advise the Client during the bidding process.
- Prepare bid specification manual bid form, bid item descriptions, and technical specifications. It is assumed that most (if not all) front end (Division 1) bid sections will be provided by Village.
- Attendance at the pre-bid meeting.
- Issuance of addenda in response to interested contractor questions or requests for information during the bid process. All responses by the Consultant will be approved by the Client prior to issuance. The Client will be responsible in making the award.

Task 8 – Limited Construction Phase Services (Hourly)

This task assumes a maximum of ten (10) months of construction phase services. Services under this task will be provided on an hourly plus expense basis with a designated maximum fee. At the Client's request, the following services may be performed as a part of Construction Phase Services:

- **Pre-Construction Conference.** Consultant will attend a Pre-Construction Conference prior to commencement of Work at the Site or at Client-designated location in Boynton Beach.
- Visits to Site and Observation of Construction. Consultant will make ten (10) visits in order to observe the progress of the work. Such observations will not be exhaustive or extend to every aspect of Contractor's work. Observations will to be limited to spot checking, selective measurement, and similar methods of general observation. Based on information obtained during site visits, Consultant will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and Consultant will keep Client informed of the general progress of the work.

Consultant will not supervise, direct, or have control over Contractor's work, nor shall Consultant have authority to stop the Work or have responsibility for the means, methods, techniques, equipment choice and usage, schedules, or procedures of construction selected by Contractor, for safety programs incident to Contractor's work, or for any failure of Contractor to comply with any laws. Consultant does not guarantee the performance of any Contractor and has no responsibility for Contractor's failure to perform its work in accordance with the Contract Documents.

- Recommendations with Respect to Defective Work. Consultant will recommend to Client that Contractor's work be disapproved and rejected while it is in progress if, on the basis of its observations, Consultant believes that such work will not produce a completed Project that generally conforms to the Contract Documents.
- Clarifications and Interpretations. Consultant will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents. Any orders authorizing variations from the Contract Documents will be made by Client.
- Change Orders. Consultant may recommend Change Orders to the Client, and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.
- Shop Drawings and Samples. Consultant will 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. Such review and approvals or other action will not extend to means,
 methods, techniques, equipment choice and usage, schedules, or procedures of
 construction or to related safety programs.
- Substitutes and "or-equal." Consultant will evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents.
- Inspections and Tests. Consultant may require special inspections or tests of Contractor's work as Consultant deems appropriate, and may receive and review certificates of inspections within Consultant's area of responsibility or of tests and approvals required by laws or the Contract Documents. Consultant's review of certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not be an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Consultant shall be entitled to rely on the results of such tests.
- Disagreements between Client and Contractor. Consultant will, if requested by Client, render written decision on all claims of Client and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents. In rendering decisions, Consultant shall be fair and not show partiality to Client or Contractor and shall not be liable in connection with any decision rendered in good faith.
- Applications for Payment. Based on its observations and on review of applications for payment and supporting documentation, Consultant will determine amounts that Consultant recommends Contractor be paid. Such recommendations will be based on Consultant's knowledge, information and belief, and will state whether in Consultant's opinion Contractor's work has progressed to the point indicated, subject to any qualifications stated in the recommendation. For unit price work, Consultant's

recommendations of payment will include determinations of quantities and classifications of Contractor's work, based on observations and measurements of quantities provided with pay requests. Consultant's recommendations will not be a representation that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work, or involved detailed inspections.

- Substantial Completion. Consultant will, after notice from Contractor that it considers
 the Work ready for its intended use, in company with Client and Contractor, conduct a site
 visit to determine if the Work is substantially complete. Work will be considered
 substantially complete following satisfactory completion of all items with the exception of
 those identified on a final punch list.
- Final Notice of Acceptability of the Work. Consultant will conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that Consultant may recommend final payment to Contractor. Accompanying the recommendation for final payment, Consultant shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of Consultant's knowledge, information, and belief based on the extent of its services and based upon information provided to Consultant.
- Project Close-out Documents: Consultant shall assist the Owner in assembling and submitting the certification packages stating that the Project is complete to Village of Tequesta and FDEP/South Florida Water Management District. The Client will pay all application, review, and permitting fees.
- Limitations of Responsibilities: The Consultant shall not be responsible for the acts or
 omissions of any Contractor or subcontractor, any of the Contractor(s)' or
 subcontractor(s)' agents or employees, or any other persons (except the Consultant's own
 employees and agents) at the site or otherwise performing any of the Contractor(s)' work.

ADDITIONAL SERVICES

If authorized in writing by the TOWN, as an amendment to this Task Order, the CONSULTANT will furnish, or obtain, Additional Services of the types listed in the MASTER AGREEMENT. The TOWN, as indicated in the MASTER AGREEMENT, will pay for these services.

- Professional survey services
- Preparation of bid, construction, or permit drawings
- Bid phase services
- Construction phase services
- Public meeting attendance or leading a public involvement effort
- Development of 3D or photo-simulation renderings

PERFORMANCE SCHEDULE

Kimley-Horn will provide our services as expeditiously as practicable to meet a mutually agreed upon schedule.

METHOD OF COMPENSATION

CONSULTANT will perform the services described above on a labor fee plus expense basis with the maximum labor fee shown below.

Task No.	Description	Fee
1	Conceptual Design	\$14,671.02
2	Design Development/ Site Plan Package	\$19,344.89
3	Bid/Construction Documents	\$23,280.25
4	Permitting Services	\$13,230.84
5	Final Bid/Construction Documents	\$ 9,929.43
6	Project Representation/Meetings	\$11,256.00
7	Limited Bid Phase Services	\$4,984.84
8	Limited Construction Phase Services	\$23,928.38
	Total Lump Sum Fee (Tasks 1-6)	\$120,625.65

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

Labor fee will be billed on an hourly basis according to our then-current rates. Direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.15 times cost. A percentage of labor fee will be added to each invoice to cover certain other expenses as to these tasks such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Administrative time related to the project may be billed hourly. All permitting, application, and similar project fees will be paid directly by the Client. Should the CLIENT request Kimley-Horn to advance any such project fees on the Client's behalf, an invoice for such fees, with a fifteen percent (15%) markup, will be immediately issued to and paid by the CLIENT.

Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

Project No.:

DESIGN SERVICES FOR KELSEY PARK SPLASH PAD
KIMLEY-HORN AND ASSOCIATES, INC.
RFQ No. 121-2025

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Sincerely, KIMLEY-HORN AND ASSOCIATES, INC. Signed: Signed: Jonathan D. Haigh Christopher W. Heggen Title: **Project Manager** Title: Vice President TOWN OF LAKE PARK (Date) (Print or Type Name) (Member or Manager, as authorized) (Email Address)

, Witness

Exhibit A – Work Break Down Fee Schedule

Project: Splash Pad Design Services Client: Town of Lake Park

Estimator: Jonathan Haigh

Category	Principal in Charge	Senior Professional	Professional 2	Professional 1	Analyst	Admin / Clerical	Total Hours	Total
Contract Rate	\$ 118.56	\$ 93.28	\$ 63.38	\$ 55.49	\$ 35.83	\$ 33.56		
ask 1 Prioritization and Recommendations								
repare Base Map					4		4	\$143.32
evelop initial concepts		2		3	20	1	26	\$1,103.19
nitial Concept Meeting		2		_	2			\$258.22
raft Conceptand OPC Development		2		3	20	1	26	\$1,103.19
raft Concept Meeting		2		_	2		4	\$258.22
nal Concept and OPC refinement		2		3	18	1	24	\$1,031.5
resnetaiton to Town Council		2			3		5	\$294.05
ask 2 - Design Development/ Site Plan Pacakge								
repare sub agreement/project setup				2			2	\$110.98
ite Visit		2	3	3	3		11	\$650.66
esign Development Site Plan			1	3	10		14	\$588.15
levisions to DD plan			1	3	6		10	\$444.83
over Sheet				1	2		3	\$127.15
General Notes				2	2		4	\$182.64
ite Plan		2	1	4	9		16	\$794.37
Site Plan Details		2		2	9		13	\$620.01
Prelim Engineering Plan			2	4	18		24	\$993.66
andscape Plans		2			8		10	\$473.20
Prelim OPC		1	2	2	4	2	11	\$541.46
ask 3 - Bid/Construction Docs								
Itility Coordination			1		4		5	\$206.70
Cover Sheet				1	2		3	\$127.15
General Notes				2	2		4	\$182.64
ite Plan			1	3	6		10	\$444.83
Demolition Plan			1	2	9		12	\$496.83
Frosion Control Plan			2	5	10		17	\$762.51
Engineering Plan			5	10	12		27	\$1,301.76
Hardscape Plans		2		10	12		14	\$616.52
andscape Plans/Details		2			12		14	\$616.52
rigation Plans/Details		2			10		12	\$544.86
ighting/electrical			4	6	10		20	\$944.76
DPC update		1	1	2	2	2	8	\$406.42
rask 4 - Permitting Services			1			2	J	Ş 400.4 2
		2	2	10	10	1	25	ć4 2C0 0
DEP/SFWMD/Seacoast permitting		2	2	10	10	1	25	\$1,260.08
own of Lake Park permitting		2	2	10	10	1	25	\$1,260.08
OH permitting		2	2	10	10	1	25	\$1,260.08
ask 5 - Final Bid/Construction Docs								
ull Set Plan Revisions based on Permit Comments		2	10	18	18		48	\$2,464.12
PC update		1	1	2	2	1	7	\$372.86
ask 6 - Project Representation								
n person Meetings		8	4		8		20	\$1,286.40
Conference Calls		12	6		12		30	\$1,929.60
ask 7 - Limited Bidding Assistance								
Pre-bid		1	2				3	\$220.04
Prepare Bid Specs		1	2	4	4	1	12	\$618.88
Addendum preparation		1	2	4	4	- 1	11	\$585.32
ask 7 - Limited Construction Phase Services		-	-					, 500.JL
recon					2		2	\$71.66
Dbservation visits		8		10	20		38	\$2,017.7
ontractor coord/RFI/or-equals/		10		18	18		46	\$2,576.5
		2		4	4	2	12	\$618.96
hop drawing review				4	4			\$618.96
ay app review		10		4	4	2	12	•
		2 92	F.0	4	4	15	10	\$551.84
unch list/final		u)	58	160	357	16		
	0						683	
unch iisvītnai Fee	\$0 \$0	\$8,582	\$3,676	\$8,878	\$12,791	\$537		
							683 Sub-Total Expenses	\$34,464.4

Total \$120,625.65

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