



C. ANDRE RAYMAN, P.S.M.

KEITH B. JACKSON, P.E.

LISA A. TROPEPE, P.E.

ADAM SWANEY, P.E., LEED AP

JENNIFER MALIN, P.S.M.

June 22, 2023

Randy Wertepny, P.E.  
Keshavarz & Associates, Inc  
711 N. Dixie Hwy., Suite 201  
West Palm Beach, FL 33401  
(Via email: [randy@keshavarz.com](mailto:randy@keshavarz.com))

**RE: Professional Coordination, Representation & Surveying Services  
Townwide Resiliency Vulnerability Assessment  
Town of Loxahatchee, Florida  
Engenuity Group, Inc. Project No. 22138.12**

Dear Mr. Wertepny:

We are pleased to offer this proposal to render Professional Public Outreach, Steering Committee Representation & Land Surveying services in connection with Townwide Resiliency Vulnerability Assessment within the Town of Loxahatchee Groves, FL (hereinafter called the 'Project').

### **Surveying Services**

Engenuity Group, Inc. will prepare an AutoCAD basemap of the canal system in the Town of Loxahatchee Groves. Engenuity Group, Inc., will obtain cross sections of the Town's canals (A, B, C, D, E, F, Folsom and Collecting Canal- South of Okeechobee Blvd) and as outlined on the attached graphic.

Cross sections of the canals will be obtained at approximately 500' intervals and the locations may be adjusted to fit your needs so long as they are identified prior to the commencement of these services. The cross sections will include the limits of roadway and/or apparent maintenance access within 30' from the canal top of bank on either side of the canal. The edge of pavement/rock road, top of bank, edge of water elevation, grade breaks and bottom of the canal will be acquired as well as the depth of any muck or silt material encountered within the canal. The results of the field acquisition will be uploaded to AutoCAD and edge of water, top of bank, roadways will be drafted in the basemap file that will be a part of this deliverable. It is our understanding that your company will use the elevations obtained to generate a 3D surface.

We are approximating obtaining 150 cross sections as a part of this scope. Elevations will be acquired in National American Vertical Datum of 1988 (NAVD 88).

**Total Surveying Fee: \$88,050.00**

The final deliverable will be the AutoCAD basemap file, which can be provided within sixty (60) business days of receiving authorization to proceed. A signed and sealed version of the survey is not a part of this proposal. In the event of rain delaying our field work, the delivery time will be pushed back the same number of days.

### **Stormwater Management Resiliency Steering Committee**

This committee would oversee the development of this study as well as well as the implementation. The Committee will likely consist of a Town Council Member, Public Works Director, Town Manager, Town Consultant(s) and potentially other interested parties (ITID, VOW, SFWMD). The purpose of the steering committee meetings is to assist in reviewing the goals of the project, review draft materials, provide input for study direction, assist in identifying geographic context, appropriate modeling methodologies, assist in identifying available data and resources, identify relevant assets, and review project findings and recommendations. Engenuity Group, Inc. will have Adam Swaney, P.E., Vice President, act as the representative from our office to participate on this Committee. These meetings will be held on a biannual basis and will total 5 meetings over the span of the project. Additional meetings after this timeframe can be discussed in the future and are not included in this scope of work. It is estimated each meeting will last approximately 2 hours with 1 hour of preparation and 1 hour of follow up before and after the meetings including answering technical questions by stakeholders.

**Total Fee: \$3,960.00**

### **Public Outreach**

The Town has committed to FDEP to host two public outreach meetings associated with the study. Engenuity Group, Inc. will have Bradley Jackson act as the representative from our office to participate as the lead on these meetings. It is estimated each meeting will take up to 4 hours with 1 additional hour for each to coordinate with the technical team and gather materials for attendees. Associated tasks include providing the following: 1) meeting agendas to include location, date, and time of meeting; 2) meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, steering committee member, local government staff); 3) a copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable; 4) a copy of the file or weblink of the video or audio recording from the meeting, if applicable; and 5) a summary report including attendee input and meeting outcomes. This **does not** include preparation of all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

**Total Public Outreach Fee: \$1,600.00**

**Permit Fees, Reproduction Charges and Reimbursable Expenses**

The Total Contract Price **does not** include the payment of any governmental agency submittal or processing fees. The cost of these fees and any costs incurred by the office for printing, reproduction and other reimbursable expenses such as postage, travel, and document copy charges will be billed to the client monthly.

**Invoicing and Payment**

Work will be invoiced on a monthly basis for work completed to date. Invoice shall be paid in full by the Client within thirty (30) days of the invoice date, unless within such thirty (30) day period, Client notifies Engenuity Group, Inc. in writing of its objection to the amount of said invoice. Such notice shall be accompanied by payment of any undisputed portion of said invoice. If written objection is not received within thirty (30) days it shall constitute approval of invoice by Client. If the payment is not received within fifteen (15) days of billing date, a late charge will be added to the invoice in the amount of 1½ percent per month on the outstanding balance. If payment is not received within sixty (60) days of the invoice date, work may be suspended on the project until the outstanding invoice(s) are paid in full.

This proposal represents the entire understanding between you and us with respect to the Project. If this satisfactorily sets forth your understanding of our agreement, please execute the attached Authorization and return it to us. If you have any questions, please do not hesitate to contact us.

**PURSUANT TO SECTION 558.0035 FLORIDA STATUTES, THE CONSULTANT IS THE RESPONSIBLE PARTY FOR THE PROFESSIONAL SERVICES IT AGREES TO PROVIDE UNDER THIS CONTRACT. NO INDIVIDUAL PROFESSIONAL EMPLOYEE, AGENT, DIRECTOR, OFFICER OR PRINCIPAL MAY BE INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF THIS CONTRACT, AS LONG AS THE CONSULTANT MAINTAINS THE PROFESSIONAL LIABILITY INSURANCE REQUIRED UNDER THIS CONTRACT AND AS LONG AS ANY DAMAGES ARE SOLELY ECONOMIC IN NATURE AND THE DAMAGES DO NOT EXTEND TO PERSONAL INJURIES OR PROPERTY NOT SUBJECT TO THIS CONTRACT.**

Sincerely,



Jennifer Malin, P.S.M.  
Director of Surveying

Approved by,



Keith B. Jackson, P.E.  
Vice President

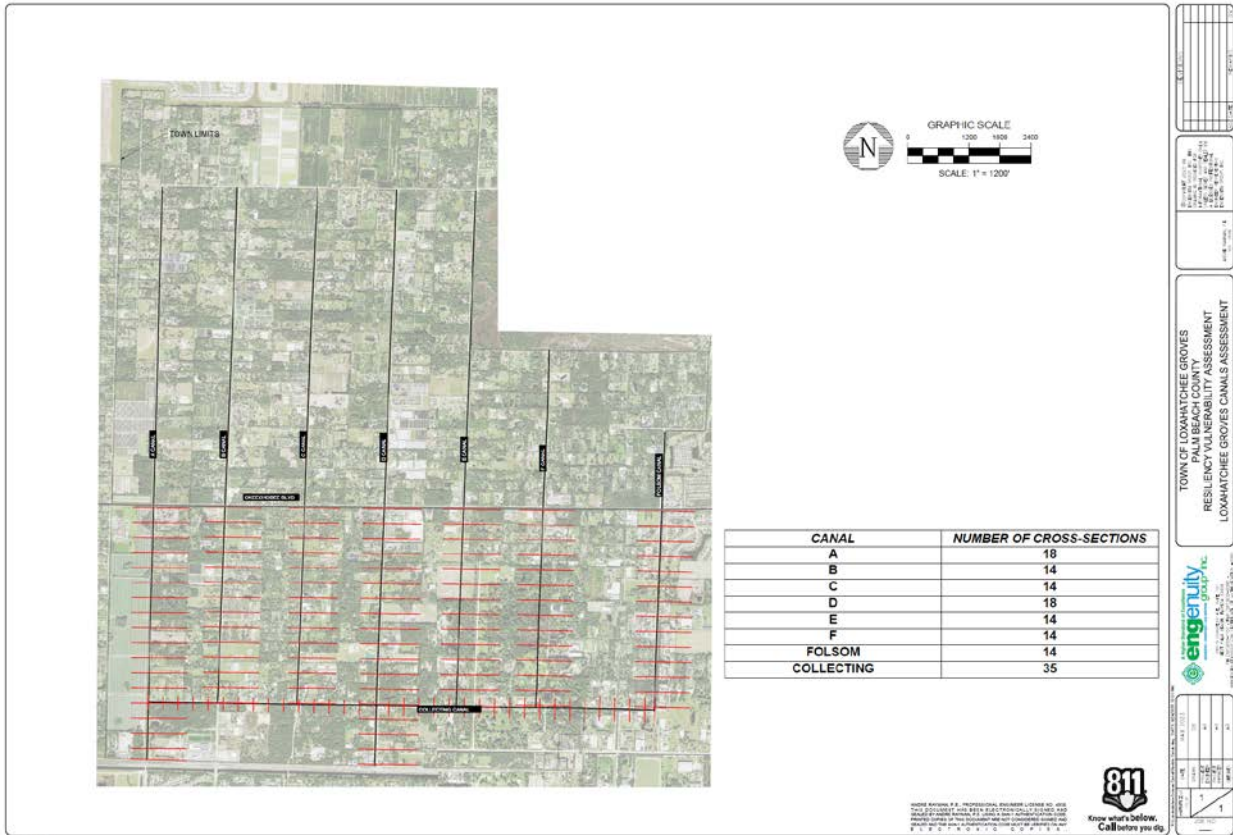
Authorization: Professional Coordination, Representation & Surveying Services  
Townwide Resiliency Vulnerability Assessment  
Town of Loxahatchee, Florida  
Engenuity Group, Inc. Project No. 22138.12

By: \_\_\_\_\_ Date: \_\_\_\_\_  
(Name & Title)

For: \_\_\_\_\_  
(Name of Company)

Contract Amount: \$93,610.00

# Graphic



# Fee Breakdown

## Resiliency Vulnerability Assessment Canal Survey

Engenuity Group Project 22138.12

		Sr. Project Land Surveyor	AutoCAD Technician	2 Person Survey Crew	Administrative Assistant	
	<b>Hourly Rate</b>	<b>\$160.00</b>	<b>\$112.00</b>	<b>\$145.00</b>	<b>\$66.00</b>	
1	Field Work 150 Cross Sections		37.50	450.00		\$ 69,450.00
2	Office Work 150 Cross Sections	37.50	112.50			\$ 18,600.00
<b>TOTAL</b>						<b>\$ 88,050.00</b>

# Exhibit B

## Fee Breakdown

### Townwide Resiliency Vulnerability Assessment

Engenuity Group Project No. 22138.12

Description		Sr. Corporate Officer	Project Manager	
Hourly Rate		\$198.00	\$160.00	
1	Stormwater Management Resiliency Steering Committee	20.00		\$ 3,960.00
2	Public Outreach		10.00	\$ 1,600.00
	<b>Labor Hours</b>	20.00	10.00	0.00
	<b>Labor Cost</b>	\$ 3,960.00	\$ 1,600.00	\$ -
	<b>Other Direct Costs</b>			\$ -
	<b>Consultant Costs</b>			\$ -
	<b>Total Fee</b>			\$ 5,560.00