



April 17th, 2026

May 3rd, 2026 – Rev 1

May 22nd, 2026 – Rev 2

City of Pembroke Pines

City PM's:

Dayana Castellon, *Project Manager*

Christine Goulding, *Assistant City Manager/Director*

9600 Pembroke Road

Pembroke Pines, FL 33025

Date of Scoping Meeting: March 10, 2026

City Department: Recreation and Cultural Arts

CPZ Architects, Inc.

4316 W Broward Blvd

Plantation, FL 33317

Consultant PM: Keron Murrell | keron@cpzarchitects.com

Principal: Heidi Rodriguez, AIA | heidi@cpzarchitects.com

RE: Cinnamon Place Park Renovation and Improvements Project

Dear Ms. Castellon:

We are pleased to offer the following fee proposal to provide Architectural and Engineering Services for the modernization and improvements of Cinnamon Place Park.

PROJECT UNDERSTANDING

CPZ Architects, Inc. understands that the City of Pembroke Pines wishes to modernize and renovate approximately 6 acres located within Cinnamon Place Park at 9600 Pembroke Road, Pembroke Pines, Florida, which includes:

- Reconfiguration of vehicular access to eliminate routine neighborhood traffic
- Improvements to park visibility and identity along Pembroke Road
- Enhancements to passive recreation opportunities
- Improvements to drainage and overall site functionality
- Balancing increased community use with neighborhood compatibility
- Vehicular Access Reconfiguration: Establish primary vehicular access from Poinciana Drive; eliminate routine vehicular access from the residential street.
- Neighborhood Access: Retain SW 85th Avenue access for emergency use;
- pedestrian and bicycle access maintained.
- Relocated & Expanded Parking: New parking lot accessed from Poinciana Drive to improve convenience and visibility.
- Entry Signage: Install enhanced signage at Pembroke Road and Poinciana Drive.

CPZ ARCHITECTS, INC.

MAIN: 4316 W. Broward Boulevard, Plantation, Florida 33317
1601 Belvedere Road, S-305, West Palm Beach, Florida 33406
1717 20th Street, Suite 1, Vero Beach, Florida 32960
341 N. Maitland Avenue, Maitland, Florida 32751
954-792-8525 www.cpzarchitects.com



- Drainage Improvements: Incorporate a dry retention area.
- Pedestrian & Path Improvements: Reconstruct and enhance internal walking paths.
- Landscape & Passive Enhancements: Increase tree canopy and exercise station integration.
- Removal of Underutilized Baseball Practice Area: Remove informal baseball space to accommodate parking.

See attached client exhibits at the end of proposal for reference.

Per client meeting, the water feature is no longer in scope of work.

SCOPE OF SERVICES

Task 1 – Data Collection

1. (1) Site visit to document existing conditions and verify existing building plans provided by Pembroke Pines. This visit will include documentation of all existing site conditions.
2. Building Code Research Review
 - a. Identify if there are any areas that may be out of compliance
3. (1) Internal virtual kick-off meeting with consultants to discuss the project, desired design elements, and to review the project schedule.

Task 4 – Development of Project Deliverables

- Task 4.1 Schematic Design
 - Prepare a site plan based on the conditions desired by the client and submitted in the attached exhibits.
 - Begin Revit/BIM/3D model of the existing building and site components. Revit model will be built in accordance with existing building drawings and finetuned based on dimensions verified as part of Task 1.
 - Assumed two (2) meetings with City for this phase.
 - Coordination with Pembroke Road FDOT Roadway improvements occurring concurrently. This includes incorporating the park dedication of land into plans to accommodate the widening.
 - Coordination with Poinciana Drive improvements occurring concurrently.
- Task 4.2 Design Development
 - CPZ will implement the comments received on the schematic design plans and provide a Design Development set of plans for review.
 - Assumed one (2) meeting with City for this phase.
 - Coordination and various meetings with consultants.
 - Coordination with product manufacturers for selection of finishes.
 - Prepare Site Plan Approval package for the Development Review Committee (DRC)

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- Review and provide comments on cost estimate.
- Continue coordination with Pembroke Road FDOT Roadway improvements.
- Continue coordination with Poinciana Drive improvements.
- Task 4.3 90% Construction Documents
 - Prepare 90% Construction Documents package and specifications on drawings.
 - Assumed one (2) meeting with City for this phase.
 - Various meetings with consultants for coordination
 - Coordination with product manufacturers and vendors
 - Prepare renderings for presentation purposes.
 - Continue coordination with Pembroke Road FDOT Roadway improvements.
 - Continue coordination with Poinciana Drive improvements.
- Task 4.4 100% Construction Documents
 - Finalize set of 100% Construction Documents package based on feedback from 90% set.
 - Assumed one (1) meeting with City for this phase.
 - Finalize all construction-related details.
 - Finalize renderings for presentation purposes.
 - Review and provide comments on cost estimate.
 - Continue coordination with Pembroke Road FDOT Roadway improvements.
 - Continue coordination with Poinciana Drive improvements.

Task 5 – Permitting Assistance

1. Assist in the permitting process by responding to Building Department comment reviews. **It is understood that permit processing, tracking and all submittals shall be by Pembroke Pines.**
2. Provide all Signed and Sealed drawings as required and respond to drawings as required for all permit comments. If required, we will meet with plan reviewers to resolve any questions.
3. Assistance in filling out required permit applications.

Task 6 – Procurement/Solicitation Assistance (Bidding)

1. Attendance to (1) pre-bid meeting.
2. Attendance to (1) bid award meeting.
3. Respond to bidder RFI’s during bidding process
4. Evaluate substitution requests
5. Drawing modifications to address bidder’s questions
6. Submit written addenda with clarifications
7. Review of received bids and contractor recommendation.

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PROJECT SCHEDULE

- Task 1 1 Month
- Task 4 4 Months
- Task 5 2 Months
- Task 6 1 Month
- Task 7 7 Months – *Not included at the client’s request.*

OPINION OF PROBABLE CONSTRUCTION COST

\$2.0 million to \$2.4 million

This Opinion of Probable Construction Cost is provided for general budgeting purposes based on available information and typical costs for similar projects in South Florida. As the design has not commenced and the project has not been bid, this estimate should be considered preliminary. Actual costs may vary, and refinement is expected as the project progresses. This estimate was not prepared by a professional cost estimator. Additionally, there are various factors that impact the cost of construction:

- 1. Escalation
- 2. Contractor
 - a. Large National vs. Local Contractor
 - i. Large:
 - 1. Higher overhead, strong risk management, more documentation and staffing
 - 2. Higher general conditions/general requirements
 - 3. Higher quantity of change orders
 - ii. Local:
 - 1. Better subcontractor relationships
 - 2. Lower overhead
 - 3. More competitive pricing
- 3. FDOT coordination and required improvements
- 4. Utility conflicts
- 5. Poor soils and excessive fill
- 6. Phasing requirements, if any.
- 7. Unforeseen conditions

CITY FURNISHED DOCUMENTS & DATA

See attached exhibits.

MEETINGS AND SITE VISITS

See Tasks 1-6.

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COMPENSATION

Compensation for this effort is as follows:

Cinnamon Place Park Proposal								
	Services	CPZ	MUEngineers (Structural)	Delta G (MEP)	Kimley-Horn (Civil & Landscape)	Terracon (Geotech & Asbestos)	CMS (Cost Estimator)	
Task 1 (Data Collection)	Data Collection	\$ 7,720.00		\$ 1,490.00	\$ 6,515.00	\$ 13,000.00		
Task 4 (Development of Project Deliverables)	Schematic Design	\$ 16,910.00	\$ 2,250.00	\$ 1,620.00	\$ 50,815.00			
	Design Development	\$ 18,070.00	\$ 2,250.00	\$ 2,535.00			\$ 3,780.00	
	90% Construction Documents	\$ 22,430.00		\$ 3,050.00				
	100% Construction Documents	\$ 17,850.00	\$ 2,250.00	\$ 1,225.00			\$ 4,072.00	
Task 5 (Permitting)	Permitting Assistance	\$ 7,240.00	\$ 450.00	\$ 1,350.00	\$ 30,150.00			
Task 6 (Bidding)	Procurement Assistance (Bidding)	\$ 5,640.00	\$ -	\$ 1,620.00	\$ 1,690.00			
	SUBTOTAL	\$ 95,860.00	\$ 7,200.00	\$ 12,890.00	\$ 89,170.00	\$ 13,000.00	\$ 7,852.00	\$ 225,972.00

Compensation for architectural and engineering services is based on the projected hourly rates established in the contract for continuing services between CPZ Architects and the City of Pembroke Pines. Refer to last page for hourly breakdown.

SERVICES NOT INCLUDED

1. Fire Alarm and Fire Protection scopes are excluded from this scope.
2. Surveying services. The City will provide a survey with boundary, utilities (inclusive of underground utilities), topography, and trees.
3. Existing tree condition assessment.
4. Additional meetings related to coordination with ongoing projects (FDOT and Poinciana). See also Special Considerations/Assumptions below.
5. Additional meetings or presentations to Town Council.
6. CSI specifications book. All specifications on drawings.

SPECIAL CONSIDERATIONS / ASSUMPTIONS

1. FDOT Roadway Widening: We have included design coordination, limited to integration of plans and new property boundary into the new Cinnamon Place Park site plan. It is anticipated that some landscaping efforts will overlap this area and are accounted for. However, meetings related to the FDOT permitting efforts are assumed to not be required and are therefore not included.
2. Poinciana Drive Improvements: We have included design coordination, limited to integration of plans into the new Cinnamon Place Park site plan. However, meetings related to the Poinciana Widening permitting efforts are assumed to not be required and are therefore not included.
3. Entry Signage: It is assumed that Pembroke Pines is working with a vendor for the monument signs. Structural design for these signs is excluded. However, power, if required, is included.

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- 4. Existing amenities are anticipated to remain.
- 5. Exercise Stations: Equipment is anticipated to be selected by the City, with foundation/anchoring design by CPZ’s structural engineer.

All terms and conditions shall be in accordance with our Master Agreement and this Work Order.

We thank you for the opportunity to offer you these services. If this proposal meets with your approval, please provide an additional work authorization. If you have any questions, please contact me at 954-792-8525.

Respectfully,
CPZ ARCHITECTS, INC.

Heidi Rodriguez, AIA
Principal

Accepted on _____ 2026.

By: _____

Title: _____

Hourly Breakdown:

Tasks	CPZ Architects						
	Principal (Corp. Officer)	Senior Architect (10-15 Yrs. As RA)	Project Architect (5-10 Yrs as RA)	Staff Architect (1-5 Yrs as RA)	Architect Intern (Ongoing IDP)	Arch Dsgnr/CADD (Unlicen.)	Administrative
	\$ 285.00	\$ 170.00	\$ 150.00	\$ 125.00	\$ 100.00	\$ 90.00	\$ 75.00
Task 1 Data Collection							
	0	0	20	0	40	8	0
SUB-TOTAL	\$ -	\$ -	\$ 3,000.00	\$ -	\$ 4,000.00	\$ 720.00	\$ -
Task 4 Development of Project Deliverables							
Task 4.1 Schematic Design							
	6	0	48	0	80	0	0
SUB-TOTAL	\$ 1,710.00	\$ -	\$ 7,200.00	\$ -	\$ 8,000.00	\$ -	\$ -
Task 4.2 Design Development							
	2	0	50	0	100	0	0
SUB-TOTAL	\$ 570.00	\$ -	\$ 7,500.00	\$ -	\$ 10,000.00	\$ -	\$ -
Task 4.3 90% Construction Documents							
	18	0	54	0	92	0	0
SUB-TOTAL	\$ 5,130.00	\$ -	\$ 8,100.00	\$ -	\$ 9,200.00	\$ -	\$ -
Task 4.4 100% Construction Documents							
	10	0	60	0	60	0	0
SUB-TOTAL	\$ 2,850.00	\$ -	\$ 9,000.00	\$ -	\$ 6,000.00	\$ -	\$ -
Task 5 Permitting Assistance							
	4	0	22	0	28	0	0
SUB-TOTAL	\$ 1,140.00	\$ -	\$ 3,300.00	\$ -	\$ 2,800.00	\$ -	\$ -
Task 6 Procurement/Solicitation Assistance (Bidding)							
	4	0	18	0	18	0	0
SUB-TOTAL	\$ 1,140.00	\$ -	\$ 2,700.00	\$ -	\$ 1,800.00	\$ -	\$ -
							\$ 95,860.00

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MUEngineers, Inc.
3440 NE 12th Avenue
Oakland Park, FL 33334
Phone: (954) 324-4730
CA#: 29348
www.MUEngineers.com



Proposal

Tuesday, March 17, 2026

CPZ Architects, Inc.
4316 West Broward Boulevard
Plantation, FL 33317
Attention: Mr. Heidi Rodriguez

Via E-Mail: heidi@cpzarchitects.com

Reference	Project Name:	Cinnamon Place Park
	Project Address:	8600 Pembroke Rd, Pembroke Pines, FL 33025
	MUE PN:	MUE26031602

Dear Heidi,

We are pleased to propose the following agreement for providing structural engineering services on this project. This proposal will remain open for acceptance for 30 days from the date above.

MUEngineer's project scope of work (SOW)

Our scope and involvement in this project will be limited to the following structural consulting services:

1. Structural design of a new monument sign structure replacing the existing one at the same location.
See the Engineering Compensation Schedule below for other professional services provided and their associated fees.

Engineering Compensation

- | | |
|---|-----------------------------------|
| 1. Structural Design and Permit Documents (PDs) | |
| 1.1. 30% CDs / SDs | Fixed fee of \$2,250.00 |
| 1.2. 60% CDs / DDs | Fixed fee of \$2,250.00 |
| 1.3. 90% CDs /100% Permit Development (DD) | Fixed fee of \$2,250.00 |
| <hr/> | |
| 2. Bidding Assistance (responding to bidders RFIs and attending up to one bidding phase conference call) | Fixed Fee of \$0.00 |
| <hr/> | |
| 3. Permit Phase Assistance (limited to response to structural related permit comments, revising structural construction documents as per the permit comments) and issuing 100% Construction Documents (CDs) | Fixed Fee of \$450.00 |
| <hr/> | |
| 4. Provide CSI technical specifications related to the structural design of the building structure in 8-1/2" x 11" format | Not included in our fee and scope |

5. Structural design of any site, civil, and land scape structures not specifically included in the SOW above such as but not limited to e.g., privacy walls, retaining walls, generator supports and enclosures, dumpster enclosures, etc. located more than 5'-0" off the building envelope	Not included in our fee and scope
6. Time related to value engineering tasks	Not included in our fee and scope
7. Time related to private peer reviews and peer reviews demanded by any authorities such as the local building department.	Not included in our fee and scope
8. Reimbursable expenses for printing and shipping of 2 permit sets per official building department permit review, printing and shipping of 2 signed and sealed sets of construction documents and printing and shipping of 2 sets of official building department permit revisions.	Fixed fee of \$250.00(only applies if printed documents are requested and / or required)
9. Construction Administration Services (CA)	On an as needed and hourly rate basis per our standard rate schedule
10. Site visits and attending site meetings during construction.	On an as needed and hourly rate basis (including travel time between MUE's office and meeting location) with a minimum charge of \$525.00 per scheduled site visit and site meeting
11. Special Inspections and additional site visits during construction	Not included in our scope and fee; Available as additional service or separate contract with ownership

Any revisions to the scope of work, additional services, any changes to a portion of the structure for which the structural design has been completed more than 25% or additional services will be done at the prevailing hourly rates for the personnel involved.

Initial: _____

2026 Hourly rate schedule

Principal	\$290.00 per hour
Vice President	\$250.00 per hour
Engineering Manager	\$225.00 per hour
Project Manager	\$200.00 per hour
Project Engineer	\$175.00 per hour
Structural Designer	\$150.00 per hour
Structural Inspector	\$130.00 per hour
BIM Technician	\$125.00 per hour
Administrative	\$115.00 per hour

The hourly rates above are subject to the following multipliers:

- Multiplier of 1.5 for work on Saturdays and on workdays before 8:00 AM or after 5:00 PM
- Multiplier of 2.0 for work on Sundays
- Multiplier of 2.5 for work on National Holidays

This rate schedule is subject to review and adjustment on or about the first of each year.

Specifications, documents, and deliverables

- Electronically Signed and Sealed Structural Plans for Permitting and Construction in pdf file format.
- Electronically Signed and Sealed Structural Calculation Package in 8-1/2"x11" pdf file format.

Additional services / scope items not included in our fee or scope.

Additional services are those that arise because of services not part of our basic scope of services [SOW] and engineering compensation schedule above. If requested, the performance of such work may be billed on an hourly basis or on a mutually agreed lump sum basis.

Additional services would include, but are not limited to:

- Cost estimating
- Design of items not related to the main building structure or indicated above such as:
 - Design of miscellaneous site structures which extend more than 5'-0" beyond the building footprint and not specifically indicated in the SOW above, such as but not limited to site amenities, dumpster enclosures, emergency generator enclosures, generator foundation slabs, site walls, seawalls and bulkheads, fountains, pools, entry signs and footings, light pole and flagpole foundations, benches, sidewalks, ramps, curbs, decks, civil and landscape structures, etc.
 - Design of specialty-engineered items and miscellaneous items not related to the main building structure such as concrete tilt wall panels, decorative and architectural precast concrete components, heavy timber framing and connections, wood trusses, light gauge steel framing, steel joists and girders, windows and doors and their attachments, trellises, canopies, screen framing, fabric structures, any type of stair framing and stair structures (other than conventional cast in place concrete stairs or wood framed stairs, ladders, railings, RTU curbs and stands, cooling tower support framing, trellises, elevated wood decks, etc., mechanical equipment support framing and hangers, etc.

Initial: _____

- Circumstances beyond MUEngineers' control that require additional work, rework, or out of sequence work after the design development phase may require additional fees. This work may be required by governmental agencies, peer reviews, design or value engineering changes after the building configuration has been approved by ownership at the completion of the design development phase, field conditions, or non-compliant construction.
- Design related construction means and methods, construction sequencing, construction loading conditions, sheathing, shoring, scaffolding, formwork, temporary bracing, etc.
- Redesign required to accommodate alternative materials or methods of construction proposed by the contractor after construction documents have been completed.
- Redesign of any part of the structure required due to unforeseen site conditions that may be discovered during construction.
- Design of foundations and tiebacks for construction equipment including, but not limited to, cranes, placement booms, buck hoists, etc.
- Any changes to a portion of the structure after the schematic design phase has been completed and for which the structural design has been completed more than 25%.
- Full-time site representation during construction. This service can be provided at the rates stipulated for construction administration services or a negotiated lump sum fee. We will require appropriate office space on-site for our personnel with phone, high-speed internet, fax, copier, and desk space.
- Resolution of design problems arising from fabrication or construction errors, or contractor's failure to pass quality assurance tests.
- Any time that is required to interact, to respond to or redesign related to an engineering peer review or value engineering review.
- Revisions and changes to the construction documents required by the local governing agency after the issuance of a building permit.

This proposal is based on the following assumptions.

- A Geotechnical Engineer will be retained by others and MUE will coordinate its foundation design with the Geotechnical Engineer's written report. The client understands, agrees, and accepts that MUE may use the Geotechnical Engineer's written report and is entitled to rely upon its accuracy and completeness. The client recognizes and understands that the Geotechnical Engineer is responsible for the accuracy and completeness of the Geotechnical Engineer's written report.
- The General Contractor or Construction Manager is solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with this work, including meeting all current OSHA regulations. MUEngineers, Inc. is not responsible for the means and methods of construction or for related safety precautions and programs.

Additional Provisions

In the event that the Client requests termination of the work prior to completion, we reserve the right to complete such analysis and records as necessary to place our files in order and, where we consider necessary to protect our professional reputation, to complete a report on the work performed to date. A termination charge to cover the cost thereof in an amount not to exceed 30 percent of all charges incurred up to the date of the stoppage of work may, at the discretion of MUEngineers, Inc., be applicable.

Initial:

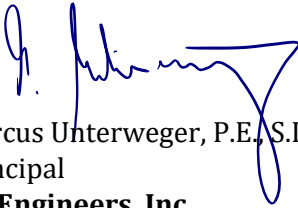


All work prepared by MUEngineers Inc. is the property of the corporation and may only be used for its intended use. Said work may not be used at any other location for any other use without MUEngineers' written authorization.

This Letter of Agreement and Exhibit A constitute the entire agreement between the parties. Please examine these documents, sign, and return one copy as your approval and authorization to commence with the SOW and services indicated above.

We are looking forward to working with you on this project.

Sincerely,



Marcus Unterweger, P.E., S.I., LEED AP
Principal
MUEngineers, Inc.

THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS, AND THE PERSON SIGNING ON BEHALF OF EACH HAS BEEN AUTHORIZED TO DO SO. IF THE PERSON SIGNING BELOW AS CUSTOMER IS ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, SUCH PERSON REPRESENTS THAT HE OR SHE HAS THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITION.

CPZ Architects, Inc.:

MUEngineers, Inc.

Authorize Signature: _____
Print Full Name: _____
Job Title: _____
Signature Date: _____

Authorized Signature: _____
Print Full Name: Marcus Unterweger
Job Title: Principal
Signature Date: _____

NOTE: PLEASE RETURN A SIGNED COPY OF THE ACCEPTED PROPOSAL TO MUENGINEERS AS YOUR APPROVAL AND AUTHORIZATION TO COMMENCE WITH THESE DESIGN SERVICES

Initial: _____



EXHIBIT A – TERMS AND CONDITIONS

This is an exhibit attached to and made part of the Letter of Agreement dated Tuesday, March 17, 2026 between CPZ Architects, Inc. and MUEngineers, Inc. MUEngineers, Inc. (SE) shall perform the services outlined in this Agreement for the stated fee arrangement.

Fee

The total fee, except stated as fixed fee or lump sum, shall be understood to be an estimate, based upon Scope of Services, and shall not be exceeded by more than ten percent without written approval of the Client. Where the fee arrangement is to be on an hourly basis, the rates shall be those that prevail at the time services are rendered.

Billings/Payments

Invoices for services and reimbursable expenses and are due when rendered. Invoices shall be considered past due if not paid within 14 calendar days after the invoice date and MUE may, without waiving any claim or right against Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice. A service charge will be charged at an interest rate of 1.5% (or the legal rate) per month on unpaid balance. MUEngineers reserves the right to place the client's account with a collection agency when payment is not received within 90 days. The client will be charged the cost of collection and attorney cost; in the event their account is placed with the collection agency or is past due.

Additional Reimbursable Expenses

Additional reimbursable expenses incurred directly or indirectly in connection with the project such as, but not limited to, printing and shipping expenses for additional sets of structural documents as / if requested, travel expenses [including travel time], overnight deliveries, etc.

Access to Site

Unless otherwise stated, MUE will have access to the site for activities necessary for the performance of the services. MUE will take precautions to minimize damage due to these activities but has not included in the fee the cost of restoration of any resulting damage.

Hidden Conditions and Hazardous Materials

A structural condition is hidden if it is concealed by an existing finish or if it cannot be investigated by reasonable visual observation. If MUE has reason to believe that a structurally deficient condition may exist, MUE shall notify the Client who shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition. If (1) the Client fails to authorize such investigation or correction after due notification, or (2) MUE has no reason to believe that such a condition exists, the Client is responsible for all risks associated with this condition, and MUE shall not be responsible for the existing condition nor any resulting damages to persons or property. SE shall have no responsibility for the discovery, presence, handling, removal, disposal, or exposure of persons to hazardous materials of any form.

Initial:



Indemnifications

MUE shall indemnify and hold harmless the Client and its personnel against any and all claims, damages, losses, and expenses to the extent they are caused by the negligent acts or omissions of MUE or its employees in the performance of its services under this agreement, subject to the Risk Allocation provisions. The Client shall indemnify and hold harmless MUE and all of its personnel from and against any and all claims, damages, losses and expenses arising out of or resulting from the performance of the services, provided that any such claims, damage, loss or expense is caused in whole or in part by the negligent act or omission and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except MUE) or anyone for whose acts any of them may be liable. This indemnification shall include any claim, damage, or loss due to the presence of hazardous materials.

Risk Allocation

In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant and Consultant's officers, directors, partners, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant and Consultants officers, directors, partners, employees, shareholders, owners and subconsultants shall not exceed \$100,000.00, or the Consultant's total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to all liability or cause of action, however alleged or arising, unless otherwise prohibited by law.

Termination of Services

This Agreement may be terminated upon 10 days written notice by either party should the other fail to perform their obligations hereunder. In the event of termination, the Client shall pay MUE for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

Ownership Documents

All documents produced by MUE under this Agreement shall remain the property of MUE and may not be used by the Client for any other endeavor without the written consent of MUE.

Dispute Resolution

Any claim or dispute between the Client and MUE shall be submitted to mediation, subject to the parties agreeing to a mediator. This agreement shall be governed by the laws of the principal place of business of MUEngineers, Inc.

It is intended by the parties to this Agreement that the Consultant's services in connection with the project shall not subject the Consultant's individual employees, officers, or directors to any personal legal exposure for the risks associated with this project. The Owner agrees that as the Owner's sole and exclusive remedy, any claim, demand, or suit shall be directed and/or asserted only against the Consultant, a Florida corporation, and not against any of the Consultant's employees, officers, or directors.

Initial:



PURSUANT TO SECTION 558.0035 FLORIDA STATUTES, THE CONSULTANT'S CORPORATION IS THE RESPONSIBLE PARTY FOR THE PROFESSIONAL SERVICES IT AGREES TO PROVIDE UNDER THIS AGREEMENT. NO INDIVIDUAL PROFESSIONAL EMPLOYEE, AGENT, DIRECTOR, OFFICER, OR PRINCIPAL MAY BE INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF THIS CONTRACT.

S:\FormsAndTemplates\MUE-Proposal-DesignSF.docx

Initial: _____





CPZ Architects, Inc.
4316 West Broward Blvd.
Plantation, FL 33317
954-792-8525
Joe@cpzarchitects.com

19 May 2026

Re: Proposal for professional engineering construction documents for the **Cinnamon Park Place Project**. The MEP scope is outlined in the Pembroke Pines RFP. The platform for the project is Autocad.

Dear Joe,

Thank you for considering us with regard to this project. Delta G Consulting Engineers, Inc. agrees to provide professional services to design systems for the above project as required for permit and code compliance. Services shall include detailed construction documents with electrical, plumbing and mechanical systems with specifications and coordination with regulatory agencies and building departments for permit.

Electrical Systems

Site parking Lighting with photometrics
Lighting – Normal, Emergency and Egress Illumination
Power Distribution from existing infrastructure on site to gate

Heating Ventilation and Air Conditioning

HVAC Load Calculations and Florida State Energy Calculations
System Design with Unit Sizing and Equipment Selections
Ductwork layout with Distribution System
Ventilation for Toilets

Specifications and Documents Complete

Delivery of two sign and seal sets of documents with specifications on plans; or Digital S/S
Coordination Meetings with Architect and Design Team
Responses to Building Department comments and Contractor bidding questions

Exclusions

Changes to Documents for Value Engineering or after DD's are completed
Cost estimates
Record Drawings or As-Builts; by Contractor
Plumbing

SPECIFICATIONS AND DOCUMENTS COMPLETE

All coordination meetings with Design team as needed.
All construction documents can be completed within your schedule

HOURLY SERVICES

Should additional service beyond the scope of those listed above be required, these services shall be separately negotiated at the time of the request. Typical hourly fees for services are:

Principal Time	\$250.00
Project Manager Time	\$175.00
Senior Engineering Time	\$155.00
Senior Technician (Designer) Time	\$135.00
Cad Drafter	\$ 85.00
Clerical Time	\$ 70.00

SCOPE OF WORK FEES

FEES

Task 1: Data Collection (Site Visit/Project set up)	\$1,490.00
Task 4 Development of Project Deliverables:	
SD 30% Design	\$1,620.00
DD 60% Design	\$2,535.00
CD 90%	\$3,050.00
CD 100%	\$1,225.00
Task 5: Permitting Assistance	\$1,350.00
Task 6: Procurement/Solicitation Assistance (respond to RFI's adjust dwgs if/as necessary)	\$1,620.00
Total Engineering Design Fee (See attached spreadsheet):	\$12,890.00

GENERAL CONTRACT TERMS AND CONDITIONS

Proposals:

As applicable, Delta G Consulting Engineers, Inc., (Delta G), extends this proposal to perform the services or invoices for having performed the services as identified in the proposal, invoice, or agreement, (written), for the stated fee arrangement. Proposals offered by Delta G to the Client shall be valid for 30 days. Invoices shall be payable upon receipt or as otherwise noted in this written agreement. If any part of this or related documents are deemed illegal or otherwise unsuitable, the remaining portions of the documents shall remain intact and enforced.

Access to Site:

Unless otherwise stated, Delta G will have access to the site for activities necessary for the performance of the services noted herein. The firm will take or has taken precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damages or repairs.

Dispute Resolution:

Any claim or dispute made during design, construction or post-construction between the Client and Delta G shall be submitted to non-binding mediation. Client and Delta G Consulting Engineers, Inc. agree to include a similar mediation agreement with all contractors, subcontractors, sub-consultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.

Billings/Payments:

Invoices for Delta G's services shall be submitted at Delta G's option, or per written project schedule; either upon completion of services or as agreed. Invoices shall be payable upon receipt. If the invoice is not paid within 15 days Delta G may, without waving any claim or right against the Client, and without liability whatsoever to the Client, suspend or terminated the performance of the service. Retainers shall be credited on final invoice.

Late Payment:

A lien for professional services may be filed if Delta G’s invoices are not paid in full upon delivery. Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5%, (or the maximum legal rate in the state), on the unpaid balance. In the event any portion or all of an account remains unpaid 45 days after the billing, the Client shall pay all costs of collection, including Notices to Owner and all attorneys’ fees.

Indemnification:

The client shall, to the fullest extent permitted by law, indemnify and hold harmless Delta G, its officers, directors, employees, agents and sub-consultants from and against any damage, liability and cost, including all attorney’s fees and defense costs, arising out of or in any way connected with the performance by any of the parties above named of the services under this agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of Delta G Consulting Engineers, Inc.

Certifications:

Guarantees and Warranties: Delta G shall not be required to execute any document that would result in its certifying, guaranteeing, or warranting the existence of conditions whose existence Delta G cannot ascertain.

Limitation of Liability:

In recognition of the relative risks, rewards and benefits of the project to both Client and Delta G the risks have been allocated such that the Client agrees that, to the fullest extent permitted by the law, the Firm’s total liability to the Client for any and all injuries, claims losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes, shall not exceed one half of the fees actually paid under this invoice or contract as applicable. Such causes include, but are not limited to, Delta G’s negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Termination of Services:

This agreement may be terminated by the Client or Delta G should the other fail to perform its obligation hereunder. In the event of termination, the Client shall pay for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

Ownership of Documents:

All documents produced by Delta G Consulting Engineers, Inc. under this agreement shall remain the property of Delta G and may not be used by the Client for any endeavor without the written consent of Delta G.

Your signed acceptance of this proposal shall constitute a binding agreement between us.

Accepted:

CPZ Architects

Delta G Consulting Engineers, Inc.
George San Juan, P. E., LEED AP, President

By _____

By **George San Juan**

Date _____

Date: **19 May 2026**



DELTA G CONSULTING ENGINEERS, INC.

Delta G Consulting Engineering
 1800 Eller Drive, Suite 570
 Fort Lauderdale, FL 33316
 954-527-1112

Project Name: Cinnamon Place Park Pembroke Pines
Proposal Date: 4/14/2026

Task by Person			Task 1: Data Collection - Site Visit		Task 4: Schematic Design (30% Design)		Task 4: Design Development (60% Design)		Task 4: 90% Construction Documents		Task 4: 100% Construction Documents		Task 5: Permitting Assitance		Task 6: Procurement Solicitation (Respon to RFIs Adjust Dwgs)		Grand Total	
Title	Employee	Rate	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee
Principal	George SanJuan	\$ 250.00	1	\$ 250.00	0	\$ -	0	\$ -	0	\$ -	1	\$ 250.00	1	\$ 250.00	0	\$ -	3	\$ 750.00
Project Manager	Stephen Bender	\$ 175.00	3	\$ 525.00	1	\$ 175.00	3	\$ 525.00	4	\$ 700.00	1	\$ 175.00	2	\$ 350.00	1	\$ 175.00	15	\$ 2,625.00
Senior Engineer (Mechanical)	Agustin Sanchez	\$ 155.00	2	\$ 310.00	3	\$ 465.00	6	\$ 930.00	6	\$ 930.00	2	\$ 310.00	2	\$ 310.00	3	\$ 465.00	24	\$ 3,720.00
Senior Designer (Electrical)	Jason Rivas	\$ 135.00	3	\$ 405.00	6	\$ 810.00	8	\$ 1,080.00	8	\$ 1,080.00	3	\$ 405.00	2	\$ 270.00	6	\$ 810.00	36	\$ 4,860.00
Revit/CAD Specialist	Yazmin Rodriguez	\$ 85.00	0	\$ -	2	\$ 170.00	0	\$ -	4	\$ 340.00	1	\$ 85.00	2	\$ 170.00	2	\$ 170.00	11	\$ 935.00
			9	\$ 1,490.00	12	\$ 1,620.00	17	\$ 2,535.00	22	\$ 3,050.00	8	\$ 1,225.00	9	\$ 1,350.00	12	\$ 1,620.00	89	\$ 12,890.00



May 1, 2026

Heidi Rodriguez, A1A
CPZ Architects, Inc.
4316 West Broward Boulevard
Plantation, Florida 33317

Re: Letter Agreement for Professional Services for
City of Pembroke Pines, Cinnamon Place Park
8600 Pembroke Road, Pembroke Pines, Florida 33029

Dear Ms. Rodriguez:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") submits this Letter Agreement ("Agreement") to CPZ Architects, Inc. ("Client") for providing professional engineering and landscape architecture services for the enhancement of a park ("Project") for the City of Pembroke Pines, Florida ("City").

Project Understanding

Kimley-Horn understands that Client has been retained by the City under *CCNA Continuing Professional Services Agreement Citywide Professional Architectural, Engineering, Surveying and Mapping between the City of Pembroke Pines and CPZ Architects, Inc.*, executed on January 14, 2026, for development of approximately ±6.0 acres located within Cinnamon Place Park at 8600 Pembroke Road, Pembroke Pines, Florida, Florida (see Figure 1). The Client wishes for Kimley-Horn to analyze, design, submit for permits, and provide limited construction phase services for the Project's proposed paving, grading, drainage, landscaping, and irrigation systems. The park redevelopment design is limited to the following:

- 1-new monument sign
- 7-new exercise stations
- New walking/jogging path
- New parking lot
- Addition of landscaping and tree plantings
- Closure of existing entrance off SW 85th Avenue and new entrance off of Poinciana Drive
- Addition of dry retention pond



Figure 1-Project Location

Assumptions

Kimley-Horn’s scope and fee are based on the following assumptions:

- City is to provide a boundary and topographic survey in PDF and AutoCAD format created by City’s surveyor, including locations for all trees 4” DBH and larger and all palms 6’ H and taller will be provided by others. Survey services are excluded from this agreement.
- Kimley-Horn will coordinate with the Client and other consultants as retained by the Client under separate contracts (herein after referred to as “Design Team”). It is our understanding that; survey, environmental evaluations, testing and reports will be prepared and provided in a timely manner by others under separate contracts.
- It is assumed the site has the capacity to support the proposed drainage infrastructure required for the Project by a combination of exfiltration trench, swales, and retention areas. No stormwater pumps are included in this scope of service.
- It is assumed that the existing site infrastructure has the capacity to support the proposed water and sanitary sewer demands for the Project. Water and/or wastewater design is not included in this scope of services.
- No sanitary sewer lift stations are included in this scope of services.
- All application/permit fees shall be provided by the Client or City.
- Arboriculture services for existing tree valuation or existing tree condition assessment are excluded from this agreement but can be provided as an additional service.
- Proposed irrigation improvements are assumed to use an existing on-site source and are limited to amendments to existing site irrigation to tie into the existing water source. If a new source is requested or required, it will be considered additional services.

- Hardscape design services, such as site furnishing or decorative finishes are excluded from this agreement.
- Exercise equipment and equipment surface treatment(s) are assumed to be provided by the Client or others. Only grading exercise areas are included with this scope of work.
- Rendering services are excluded from this agreement.
- Dry utility service layout and coordination including electric, phone, gas etc. are not part of these services but can be provided at the request of the Client as an additional service at our current hourly rates.
- Traffic improvements are not anticipated for this project and are excluded from this scope of services.
- Photometrics evaluation is not included in this scope of services but can be added as an additional service.
- Leadership in Energy and Environmental Design (LEED) services are not part of this scope of services.
- No public outreach or meetings are included with this scope of services
- Construction phase services are excluded from this scope of services. It is assumed that construction phase services will be included as an additional service when the project starts construction.
- Any plan revisions or comments that are required due to a significant design change by the Client, City or Design Team past schematic design shall result in an additional service.
- This scope of work includes coordination with for the restroom renovation. However the renovation design is to be done by others.
- No wetland permitting nor delineation is included with this scope of work and can be provided for an additional fee.
- Monument sign design to be done by others. Only grading and surrounding landscaping are included in this scope of services. Location of monument signs are to be provide for Schematic Design, any change to sign location past Design Development is not included in this scope and will be done as an additional service.
- Monument sign is to be placed outside of Florida Department of Transportation right-of-way.
- Kimley-Horn will coordinate the park design with FDOT for incorporation with their design of Pembroke Road, however it is assumed that this project does not require any permitting with FDOT.
- No drainage permitting nor calculations are required for Poinciana Drive nor associated ditches for driveway connections.

If any of these assumptions are not correct, then the scope and fee will change.

Scope of Services

Kimley-Horn will provide the services specifically set forth below.

Task 1: Data Collection

Kimley-Horn will engage with design team geotechnical sub-consultant for locations of requested geotechnical testing.

Kimley-Horn shall perform up to one (1) site visit to observe the existing conditions, existing vegetation, and observe the existing irrigation system in operation. Kimley-Horn shall attend up to one (1) virtual kick-off meeting with the design team to discuss the project, desired design elements, potential plant species, irrigation system, and to review the project schedule.

As part of this task, Kimley-Horn shall request existing utility as-built information from the major utility providers within the project area to include water, sewer, drainage, electrical, cable. It is not anticipated that existing irrigation system information will be received as part of this task. Kimley-Horn will incorporate and overlay as-built information received from utility providers on the Client/City provided survey to create existing conditions to be used for the development of design plans.

Task 4: Design Development

Kimley-Horn will prepare civil engineering and landscaping architectural plans, calculations, and cost estimates in support of Client submittals to City as listed below.

Task 4.1 Schematic Design

Kimley-Horn will use the existing conditions along with the Client provided site plan to prepare a schematic horizontal control plan depicting the surface level features of the Project for Client and City review. Landscape and Irrigation design is excluded from Task 4.1 and will be provided after the completion of Task 4.1. Plan sheets will be prepared in 24"x36" format using AutoCAD 2026 and will be submitted electronically in PDF. Kimley-Horn will submit Schematic Plans and will address up to one (1) round of Client/City comments and incorporate the changes into the Design Development Plans as part of Task 4.2. Kimley-Horn will provide schematic site Plan in AutoCAD format for Client use and archival.

The Schematic Plans will include the following sheets:

- Site Plan

Deliverables: Schematic Plans

Task 4.2 Design Development

Kimley-Horn will implement the comments received on the schematic design plans and provide one (1) design development set of plans for the Project for review and comment by Client and City. Once Client/City comments have been incorporated into the plans, Kimley-Horn shall prepare civil permit plans for drainage permitting.

The plans will include the following:

- *Cover Sheet*
- *Geometry, Signing, and Pavement Marking Plan and Details* - plan to include an overall view of the surface features planned for the project as well as geometric control of the Project.
- *Erosion and Sediment Control Plan and Details* - plan will show overall erosion and sediment control needed for construction as required by South Florida Water Management District and South Broward Drainage District.

- *Paving, Grading, and Drainage Plan and Details* - Kimley-Horn will design grading for the project based on proposed survey grades, with proposed elevations identified at high points, low points, and intermittent points every 100 feet. Kimley-Horn will provide details for proposed paving for the Project. Kimley-Horn will design the drainage infrastructure for the Project including pipe elevations, size, materials, and locations as well as structure elevations, type, and locations. Plans are to include construction details for the paving, grading, and drainage designs.
- *Cross Sections* - Kimley-Horn will prepare up to five (5) typical cross-sections for the Project that meet the requirements of South Broward Drainage District (SBDD).
- *Preliminary Tree Disposition Plans and Details* - Kimley-Horn will use the tree survey and field observations to produce a plan that indicates existing tree locations keyed to a chart that describes species, height, Diameter at Breast Height (DBH), canopy spread. This plan will tabulate trees to remain, to be removed, and/or to be relocated. Kimley-Horn will provide notes and details to support the trees' disposition, and in accordance with code requirements, as well as mitigation calculations.
- *Preliminary Planting Plans and Details* - Kimley-Horn will specify concept-level Tree and Palm planting , quantities, schedules, specifications and project-specific planting details for the area identified in the Project Understanding.

Kimley-Horn will prepare a hydrologic model and calculations per SFWMD, SBDD, and City of Pembroke Pines' stormwater requirements analyzing the pre- and post-development hydrologic conditions. The modeling and calculations will be summarized in a report and submitted to SBDD with the permitting application.

Utilizing a vehicle chosen by Client/City, Kimley-Horn will conduct a maneuverability analysis for the proposed parking lot's ingress and egress as a part of the Design Development. The maneuverability analysis will be performed utilizing Transoft Solutions Inc. AutoTURN software.

Kimley-Horn will address up to one (1) round of Client/City comments and incorporate the changes into the 90% Construction Documents as part of Task 4.3.

Deliverables: Design Development Plans, Permit Plans, and Drainage Report

Task 4.3 90% Construction Documents

Kimley-Horn will prepare 90% progress Construction Documents based on agency reviews for the proposed improvements. The 90% Construction Documents will include the following:

- Cover Sheet
- Geometry, Signing, and Pavement Marking Plan and Details
- Erosion and Sediment Control Plan and Details
- Paving, Grading, and Drainage Plan and Details
- Tree Disposition Plan and Details
- Landscaping Plan and Details

As part of this task, Kimley-Horn will also provide a preliminary Opinion of Probable Construction Cost (OPCC) for the civil and landscaping work for proposed improvements. Kimley-Horn has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. OPCC's are based on the information known to Kimley-Horn at the time and represent only Kimley-Horn's judgment as a design professional. Kimley-Horn cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from the OPCC.

Kimley-Horn will address up to one (1) round of Client/City comments and incorporate the changes into the 100% Construction Document Plans as part of Task 4.4.

Deliverables: 90% Construction Documents, 90% Opinion of Probable Construction Cost

Task 4.4 100% Construction Documents

Kimley-Horn shall prepare 100% Construction Documents based on Client review for the proposed improvements at a scale suitable for bidding purposes. The 100% Construction Documents will include the following:

- Cover Sheet
- Geometry, Signing, and Pavement Marking Plan and Details
- Erosion and Sediment Control Plan and Details
- Paving, Grading, and Drainage Plan and Details
- Tree Disposition Plan and Details
- Landscaping Plan and Details
- Irrigation Plans and Details: Kimley-Horn will design the irrigation system to provide 100% irrigation coverage for all exterior proposed landscaped areas as identified within the project understanding. Kimley-Horn will provide the following irrigation design services, after Client approval of the Planting Plan:
 - Calculation of irrigation system requirements based on water application per week and water window availability as determined by local municipality and SFWMD.
 - Irrigation mainlines and sub-mainline sizing with recommended routing.
 - Coordination with project civil engineer for sleeve and mainline routing, as applicable.
 - Material legend of all components.
 - Ancillary notes, calculations, and labels required to develop a master irrigation system.
 - Irrigation system is assumed to connect to existing park master irrigation system.

Kimley-Horn will update the 90% OPCC to reflect any changes to the design.

Kimley-Horn shall provide quantities and bid item notes for incorporation into the bid package, prepared on the Client provided template.

Deliverables: Construction Documents, Opinion of Probable Construction Cost, Bid Tabulation and Notes

Task 5: Permitting

Kimley-Horn will assist the Client/City/Contractor in the preparation of permit applications with supporting documentation to the following jurisdictional regulatory agencies. Kimley-Horn will provide digitally signed and sealed permit plan sets in pdf format for each submittal. Permit coordination for these permits is assumed to be done by Client/City/Contractor.

- 1) Florida Department of Environmental Protection
 - a) National Pollutant Discharge Elimination Systems Permitting (NPDES)
- 2) City of Pembroke Pines
 - a) Design Review
 - b) Building Permit
 - c) Landscape Permit

Kimley-Horn will prepare permit applications with supporting documentation to the following jurisdictional regulatory agencies and respond to up to two (2) rounds of comments each. Kimley-Horn will provide digitally signed and sealed permit plan sets in pdf format for each submittal. Permit coordination for these permits is assumed to be done by Kimley-Horn.

- 1) South Broward Drainage Control District (SBDD)
 - a) Stormwater Management Permit
- 2) South Florida Water Management District (SFWMD)
 - a) Consumptive Water Use Permit for Irrigation
- 3) Broward County Tree Removal

Kimley-Horn does not guarantee the issuance of permits or approvals. If permits are issued for this project, the conditions and expiration dates are the sole responsibility of the Client. Kimley-Horn is not responsible for extending time limited entitlements or permits. Kimley-Horn can provide hourly additional services to file for extensions, if applicable, provided the Client issues a direct written request for each requested entitlement, prior to the dates of expirations. The Client shall provide all permit fees.

Task 6: Procurement/Solicitation Assistance

Kimley-Horn shall consult with and advise the Client for the proposed improvements during bidding process. This task is limited to attendance of up to one (1) pre-bid meeting and issuance of addenda in response to interested contractor questions of request for information during the bid process. All responses by Kimley-Horn shall be approved by Client and City prior to issuance.

Services Not Included

Any other services, including but not limited to the following, are not included in this Agreement:

1. Multiple phased project
2. Value Engineering

Additional Services

Any services not specifically provided for in the above scope will be billed as additional services and performed at Kimley-Horn's then-current hourly rates.

Information Provided By Client

Kimley-Horn shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client’s consultants or representatives. The Client shall provide all information requested by Kimley-Horn during the project, including but not limited to the following:

1. Site plan (PDF and AutoCAD)
2. Signed and sealed boundary and topographic survey (PDF and AutoCAD)
3. Geotechnical Reports (PDF)
4. Certified Tree Survey (PDF)

Schedule

Kimley-Horn will perform the services as expeditiously as practicable with the goal of meeting a mutually agreed upon schedule.

Fee and Expenses

Kimley-Horn will perform the services in Tasks 1 and 4 - 6 for the total lump sum fee below. Individual task amounts are informational only. All permitting, application, and similar project fees will be paid directly by the Client.

Task Number & Name		Fee	Type
1	Data Collection	\$6,515.00	Lump Sum
2	Project Management	-	Lump Sum
3	Planning	-	Lump Sum
4	Design Development	\$50,815.00	Lump Sum
5	Permitting Assistance	\$30,150.00	Lump Sum
6	Procurement/Solicitation Assistance	\$1,690.00	Lump Sum
Total		\$89,170.00	

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Kimley-Horn" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to CPZ Architects, Inc.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in a PDF. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

_____ Please email all invoices to _____

_____ Please copy _____

To proceed with the services, please have an authorized person sign this Agreement below and return to us. We will commence services only after we have received a fully-executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

To ensure proper set up of your projects so that we can get started, please complete and return with the signed copy of this Agreement the attached Request for Information. Failure to supply this information could result in delay in starting work on this project.

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

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



By: Stefano F. Viola, P.E.
Senior Vice President



Tiffany Stanton, P.E.
Project Manager



3347 NW 55th Street
 Fort Lauderdale, FL 33309
P 954-741-8282
F 954-741-8240
Terracon.com

March 19, 2026

CPZ Architects, Inc.
 4316 W Broward Blvd
 Plantation, FL 33317

Attn: Heidi Rodriguez, AIA
 P: (754) 248 1299
 E: heidi@cpzarchitects.com

RE: Proposal for Geotechnical Engineering Services
 Cinnamon Place Park Renovation and Improvements
 8600 Pembroke Rd
 Pembroke Pines, FL 33025
 Terracon Proposal No. P34265036

Dear Ms. Rodriguez:

We appreciate the opportunity to submit this proposal to CPZ Architects, Inc. to provide Geotechnical Engineering services for the above referenced project. The following are exhibits to the attached Agreement for Services.

- | | |
|-----------|-----------------------------------|
| Exhibit A | Project Understanding |
| Exhibit B | Scope of Services |
| Exhibit C | Compensation and Project Schedule |
| Exhibit D | Site Location |
| Exhibit E | Anticipated Exploration Plan |

Our base fee to perform the Scope of Services described in this proposal is **\$9,800** with an anticipated delivery date of the report 25 working days from notice to proceed. Exhibit C includes details of our fees and consideration of additional services as well as a general breakdown of our anticipated schedule.

Your authorization for Terracon to proceed in accordance with this proposal can be issued by signing the Agreement for services between CPZ Architects, Inc. and Terracon and returning it to us.

Terracon

Edwin Roa Ramos
 Senior Staff Engineer

Rutu Nulkar, P.E.
 Operations Manager

AGREEMENT FOR SERVICES

This **AGREEMENT** is between CPZ Architects Inc ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Pembroke Pines - Cinnamon Place Park project ("Project"), as described in Consultant's Proposal dated 03/19/2026 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

- 1. Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
- 2. Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
- 3. Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
- 4. Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
- 5. Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
- 6. LIMITATION OF LIABILITY.** CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.
- 7. Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
- 8. Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
- 9. Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$2,000,000 occ / \$4,000,000 agg); (iii) automobile liability insurance (\$2,000,000 B.I. and P.D. combined single limit); (iv) umbrella liability (\$5,000,000 occ / agg); and (v) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

- 10. CONSEQUENTIAL DAMAGES.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Florida law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to unsafe site conditions. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes.

PURSUANT TO SECTION 558.0035 OF FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE.

Consultant: **Terracon Consultants, Inc.**

By:  Date: **3/19/2026**

Name/Title: **Rutugandha H Nulkar / Senior Associate/Operations Manager**

Address: **3347 NW 55th St
Fort Lauderdale, FL 33309-6306**

Phone: **(954) 741-8282** Fax: _____

Email: **Rutu.Nulkar@terracon.com**

Client: **CPZ Architects Inc**

By: _____ Date: _____

Name/Title: **Heidi Rodriguez, AIA / Vice President, Principal**

Address: **4316 W Broward Blvd
Plantation, FL 33317-3762**

Phone: **(954) 792-8525** Fax: _____

Email: **heidi@cpzarchitects.com**

Exhibit A – Project Understanding

Our Scope of Services is based on our understanding of the project as described by CPZ Architects, Inc. and the expected subsurface conditions as described below. We have not visited the project site to confirm the information provided. Aspects of the project, undefined or assumed, are highlighted as shown below. We request CPZ Architects, Inc. and/or the design team verify all information prior to our initiation of field exploration activities.

Planned Construction

Item	Description
Information Provided	The project information was provided to us via email dated March 16, 2026.
Project Description	The project involves reconfiguring vehicular access and enhancing recreational opportunities. Planned improvements include upgraded drainage, expanded parking areas, new entry signage, enhanced landscaping, and pedestrian and pathway upgrades. Additional improvements are planned for existing structures, including the restroom facilities and exercise equipment. However, based on the information provided, geotechnical recommendations are not required for these improvements.
Proposed Structure	New parking lot accessed from Poinciana Drive.

Site Location and Anticipated Conditions

Item	Description
Parcel Information	The project is located at 8600 Pembroke Rd in Pembroke Pines, FL 33025. (See Exhibit D)
Existing Improvements	The project site is currently occupied by a green area within Cinnamon Place Park Renovation and Improvements.
Existing Topography	The site is relatively flat
Site Access	Based on the google earth imagery we anticipate that all exploration locations, are accessible with our truck-mounted drilling equipment and support vehicles.

Exhibit B – Scope of Services

Our proposed Scope of Services consists of field exploration, laboratory testing, and engineering/project delivery. These services are described in the following sections.

Field Exploration

Based on input provided by CPZ Architects, Inc., and our experience with similar projects in the vicinity of the project site, we propose the following field exploration program. We have assumed that any permits required to perform borings within the project area will be provided to Terracon by others.

Number of Borings	Planned Boring Depth (feet)	Planned Location ¹
1	10	Proposed parking area Boring and exfiltration test P-1/EX-1
1	6	Proposed parking area P-2
2	-	Double-ring infiltration tests performed in the dry retention areas. Inf-1 and Inf-2

Boring Layout and Elevations: We will use handheld GPS equipment to locate borings with an estimated horizontal accuracy of ± 10 feet. Field measurements from existing site features may be utilized. If available, approximate elevations will be obtained by interpolation from a site specific, surveyed topographic map. We can alternatively coordinate with your Project Surveyor to include locations and surface elevations in project information if so requested.

Subsurface Exploration Procedures: We will advance borings with a truck-mounted drill rig using rotary wash boring techniques. Five samples will be obtained in the upper 10 feet of each boring and at intervals of 5 feet thereafter. Soil sampling is typically performed using split-barrel sampling procedures. The split-barrel samplers are driven in accordance with the standard penetration test (SPT). The samples will be placed in appropriate containers, taken to our soil laboratory for testing, and classified by a Geotechnical Engineer. In addition, we will observe and record groundwater levels during drilling and sampling.

Our exploration team will prepare field boring logs as part of standard drilling operations including sampling depths, penetration distances, and other relevant sampling information. Field logs include visual classifications of materials observed during drilling

and our interpretation of subsurface conditions between samples. Final boring logs, prepared from field logs, represent the Geotechnical Engineer's interpretation and include modifications based on observations and laboratory tests.

Exfiltration Tests: One exfiltration test will be performed to a depth of 10 feet below existing grade. This test will be performed in general accordance with the South Florida Water Management District (SFWMD) Usual Open-Hole Test Method.

Double Ring Infiltration Tests: Two double ring infiltration tests will be performed at the existing grade after clearing any grass and topsoil. The tests will be performed in general accordance with ASTM D3385 – Standard Test Method for Infiltration Rate of Soils in Field Using Double-Ring Infiltrometer.

Property Disturbance: Terracon will take reasonable efforts to reduce damage to the property. However, it should be understood that in the normal course of our work some disturbance could occur.

We will backfill borings with grout upon completion. Excess auger cuttings will be dispersed in the general vicinity of the borehole.

Safety

Terracon is not aware of environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our Scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate. Our Scope of Services does not include environmental site assessment services, but identification of unusual or unnatural materials observed while drilling will be noted on our logs.

Exploration efforts require borings (and possibly excavations) into the subsurface, therefore Terracon will comply with local regulations to request a utility location service through SSOCOF. We will consult with the landowner/client regarding potential utilities or other unmarked underground hazards. Based upon the results of this consultation, we will consider the need for alternative subsurface exploration methods as the safety of our field crew is a priority.

Private utilities should be marked by the owner/client prior to commencement of field exploration. Terracon will not be responsible for damage to private utilities not disclosed to us. Terracon proposes to provide private utility locating services using a subcontractor. Fees associated with this service are included in our Scope of Services (See Exhibit C).

The detection of underground utilities is dependent upon the composition and construction of the utility line; some utilities are comprised of non-electrically conductive materials and

Proposal for Geotechnical Engineering Services

Cinnamon Place Park Renovation and Improvements | Pembroke Pines, FL 33025

March 19, 2026 | Terracon Proposal No. P34265036



may not be readily detected. The use of a private utility locate service would not relieve the landowner/client of their responsibilities in identifying private underground utilities.

Site Access: Terracon must be granted access to the site by the property owner. Without information to the contrary, we consider acceptance of this proposal as authorization to access the property for conducting field exploration in accordance with the Scope of Services. Our proposed fees do not include time to negotiate and coordinate access with landowners or tenants. Terracon will conduct field services during normal business hours (Monday through Friday between 7:00am and 5:00pm). If our exploration must take place over a weekend or at night, please contact us so we can adjust our schedule and fee.

Laboratory Testing

The project engineer will review field data and assign laboratory tests to understand the engineering properties of various soil and rock strata. Exact types and number of tests cannot be defined until completion of fieldwork, but we anticipate the following laboratory testing may be performed:

- Water content
- Grain size analysis (-200 sieve only)
- Organic content

Our laboratory testing program often includes examination of soil samples by an engineer. Based on the results of our field and laboratory programs, we will describe and classify soil samples in accordance with the Unified Soil Classification System (USCS).

Engineering and Project Delivery

The results of our field and laboratory programs will be evaluated, and a geotechnical engineering report will be prepared under the supervision of a licensed professional engineer. Upon completion of borings for field exploration study, a data report will be provided.

The Geotechnical report will include:

- Boring logs with field and laboratory data
- Stratification based on visual soil (and rock) classification
- Groundwater levels observed during drilling
- Site Location and Exploration Plans
- Subsurface exploration procedures
- Description of subsurface conditions
- Subgrade preparation/earthwork recommendations

Proposal for Geotechnical Engineering Services

Cinnamon Place Park Renovation and Improvements | Pembroke Pines, FL 33025

March 19, 2026 | Terracon Proposal No. P34265036



- Exfiltration and infiltration test results
- Typical Pavement thickness, design and construction recommendations

We welcome the opportunity to have project kickoff conversations with the team to discuss key elements of the project. The typical delivery process includes the following:

- Project Planning – Proposal information, schedule and anticipated exploration plan
- Site Characterization – Findings of the site exploration and laboratory results
- Geotechnical Engineering Report

When services are complete, we will provide a digital version of our completed Geotechnical Engineering, including the professional engineer's seal and signature, which documents our services.

Additional Services

In addition to the services noted above, the following are often associated with geotechnical services. Fees for services noted above do not include the following:

Review of Plans and Specifications: Our geotechnical report and associated verbal and written communications will be used by others in the design team to develop plans and specifications for construction. Review of project plans and specifications is a vital part of our geotechnical engineering services. This consists of review of project plans and specifications related to site preparation, foundation, and pavement construction. Our review will include a written statement conveying our opinions relating to the plans and specifications' consistency with our geotechnical engineering recommendations.

Observation and Testing of Pertinent Construction Materials: Development of our geotechnical engineering recommendations and report relies on an interpretation of soil conditions. Our assessment is based on widely spaced exploration locations and the assumption that construction methods will be performed in a manner sufficient to meet our expectations and consistent with recommendations made at the time the geotechnical engineering report is issued. We should be retained to conduct construction observations, and perform/document associated materials testing, for site preparation, foundation, and pavement construction. These services allow a more comprehensive understanding of subsurface conditions and necessary documentation of construction to confirm and/or modify (when necessary) the assumptions and recommendations made by our engineers.

Exhibit C – Compensation and Project Schedule

Compensation

Based upon our understanding of the site, the project as summarized in Exhibit A, and our planned Scope of Services outlined in Exhibit B, our base fee is shown in the following table:

Task	Lump Sum Fee ^{1,2}
Geotechnical Report – Subsurface Exploration, Laboratory Testing and Geotechnical Report	\$8,300
Private Utility Locates	\$1,500
TOTAL FEES	\$9,800

1. The lump sum fee considers one drill rig mobilization and no unexpected onsite delays. If additional drill rig mobilizations are required, an additional fee of \$1,250 would be invoiced. A drill crew standby rate of \$300 per hour would be invoiced for unexpected delays.
2. Proposed fees noted above are effective for 90 days from the date of the proposal.

Our Scope of Services does not include services associated with site clearing, wet ground conditions. If such services are desired by the owner/client, we should be notified so we can adjust our Scope of Services.

Additional Services	Lump Sum Fee	Initial for approval
Preparation of Specifications and review of Plans	TBD	
Construction Material Testing Services	TBD	

Unless instructed otherwise, we will submit our invoice(s) to the address shown at the beginning of this proposal. If conditions are encountered that require Scope of Services revisions and/or result in higher fees, we will contact you for approval, prior to initiating services. A supplemental proposal stating the modified Scope of Services as well as its effect on our fee will be prepared. We will not proceed without your authorization.



Project Schedule

We developed a schedule to complete the Scope of Services for the Geotechnical Report based upon our existing availability and understanding of your project schedule. However, our schedule does not account for delays in field exploration beyond our control, such as weather conditions, delays resulting from utility clearance, or lack of permission to access the boring locations. In the event the schedule provided is inconsistent with your needs, please contact us so we may consider alternatives.

Delivery on Client Portal	Schedule ¹
Mark Borings and Clearing Underground Utilities	6 days after notice to proceed
Field Services and Site Characterization	2 days
Geotechnical Engineering Report	17 days
Total Working Days	25 days from Notice to proceed

1. Standard workdays. We will maintain an activities calendar. The schedule will be updated to maintain a current awareness of our plans for delivery



Exhibit D - Site Location

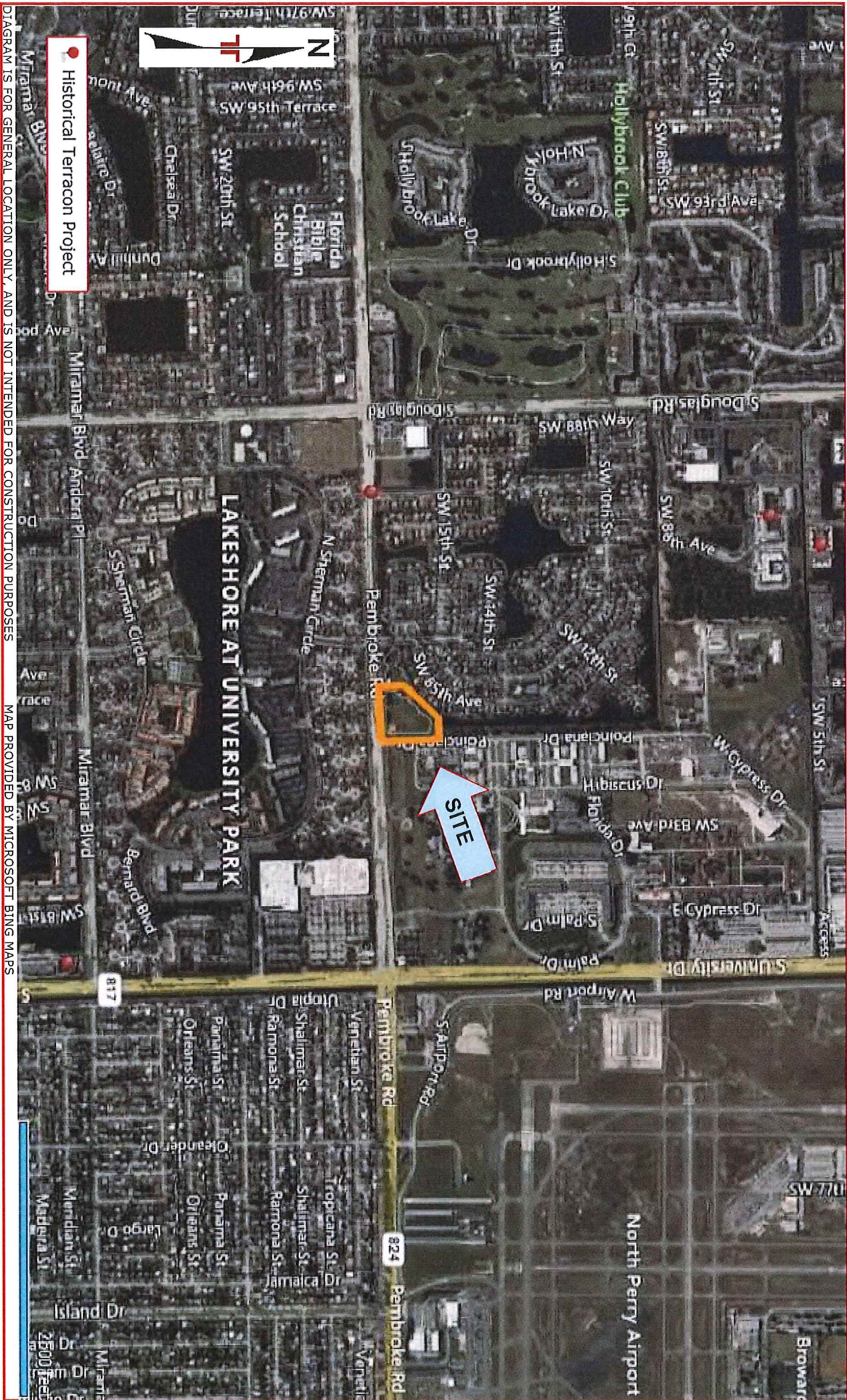
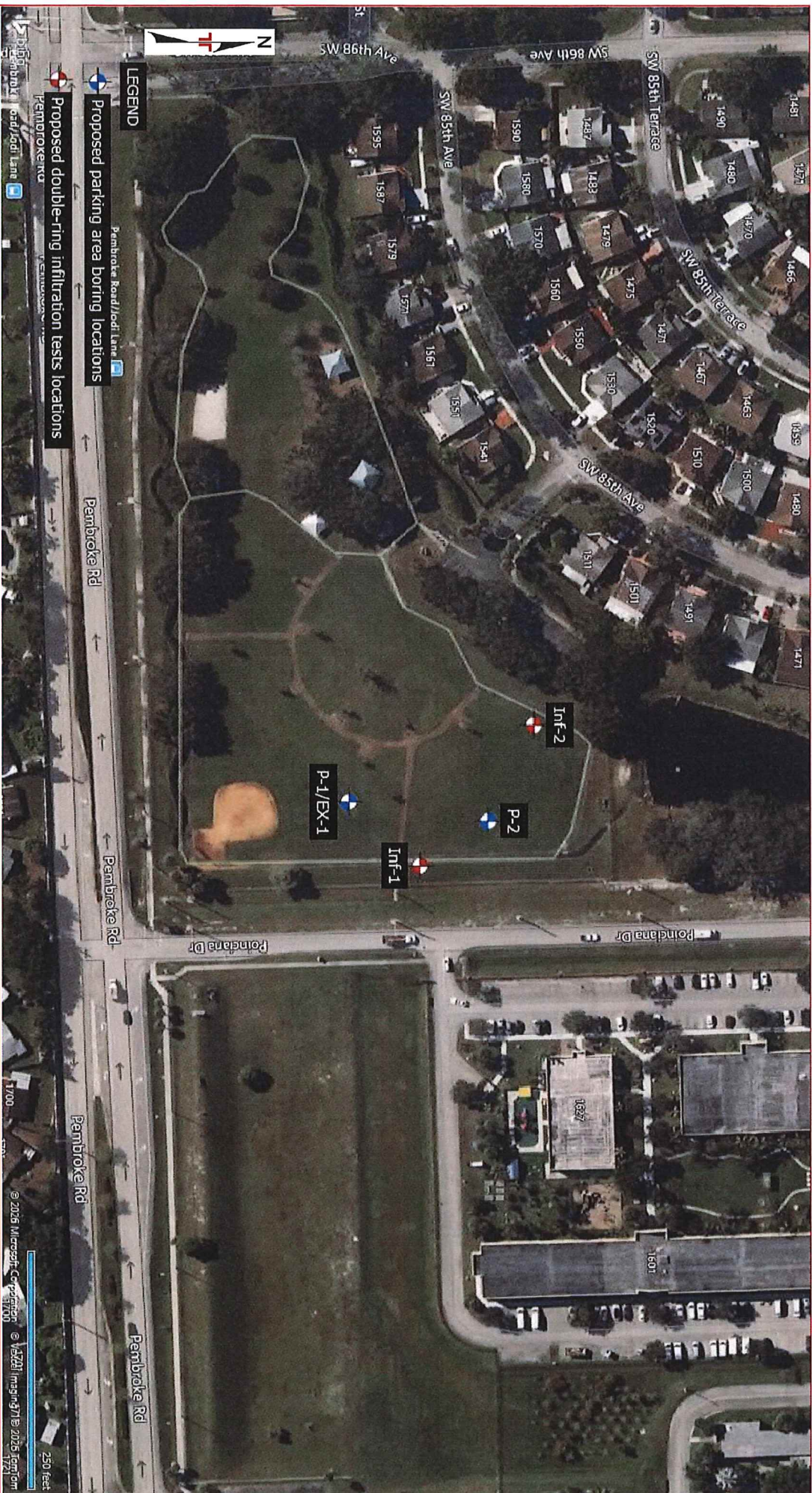


DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES. MAP PROVIDED BY MICROSOFT BING MAPS

Exhibit E – Exploration Plan



Exhibit E – Exploration Plan





3347 NW 55th Street
Ft. Lauderdale, FL 33309
P: (954) 741-8282
Terracon.com

April 17, 2026

CPZ Architects
4316 W. Broward Boulevard
Plantation, Florida 33317

Attn: Heidi Rodriguez, Principal
P: (954) 792-8525 ext 102
E: heidi@cpzarchitects.com

Re: Proposal for Pre-Renovation Asbestos Survey
Cinnamon Place Park
Restroom
8600 Pembroke Pines
Pembroke Pines, Florida 33025
Terracon Proposal No. P34267108

Dear Ms. Rodriguez:

Terracon Consultants, Inc. (Terracon) is pleased to submit our proposal to CPZ Architects (Client) to conduct a pre-renovation asbestos survey at the above-referenced subject property in Pembroke Pines, Florida.

A. Project Information

The pre-renovation survey will encompass the interior and exterior of a small one-story restroom building located in the park, with a combined floor area of 500 square feet. Terracon acknowledges that the facilities are currently occupied and under consideration for interior and exterior renovation.

B. Scope of Services

NESHAP Asbestos Survey

Terracon will mobilize an Asbestos Hazard Emergency Response Act (AHERA)-accredited asbestos building inspector to conduct an asbestos survey of the interior of the structure as required by U.S. Environmental Protection Agency (USEPA) regulation 40 CFR Part 61, National Emission Standards for Hazardous Air Pollutants (NESHAP). Terracon will conduct a visual assessment of the structure to identify materials suspected of containing asbestos (suspect ACM) such as thermal system insulation, surfacing

materials, and miscellaneous materials. Suspect materials will be physically assessed for friability and evidence of damage or degradation. Samples of suspect ACM will be collected for laboratory analysis. Bulk sample collection will be conducted in general accordance with the sampling protocols outlined in USEPA 40 CFR 763.86.

To the extent reasonable Terracon will limit sampling to locations that are discrete. Sample collection will result in some isolated damage to building materials; however, attempts will be made to limit such damage to the extent necessary for sample collection. Some materials cannot be sampled without significant damage to the finish or function of a material including ceramic tile adhesives or mortar beds and roofing. **Destructive material sampling will not be conducted without prior client and/or owner approval.** Materials that cannot be discretely sampled will be recorded and quantified like other suspect ACM, but will be assumed to contain asbestos. Terracon will not be responsible for repair or touch-up of sample locations. Utilities and service lines are assumed to be live and materials which come in contact with such utilities will not be sampled.

Terracon will not perform sampling that requires dismantling of equipment or removal of protective coverings. Reasonable efforts to access suspect materials within known areas of restricted access will be made provided these areas are not determined to be permit-required confined spaces, or to pose a health or safety risk to Terracon personnel. Sampling will not include suspect materials that cannot be safely reached with available ladders or aerial lifts.

A laboratory accredited by the National Voluntary Laboratory Accreditation Program (NVLAP), will analyze bulk material samples using polarized light microscopy (PLM). The laboratory will analyze all samples of each material unless instructed otherwise by Terracon. Samples of materials that are identified as containing asbestos in concentrations greater than zero percent but less than 10% will be assumed to be asbestos containing unless the client authorizes additional laboratory costs associated with point counting the materials. Eligible materials such as drywall systems will not be subjected to composite analysis unless requested by the client.

For the preparation of this proposal, our fee below is based on the analysis of up to 75 samples with a 48-hour analytical turnaround time from sample receipt by the laboratory.

Conditions

In order to complete the above services, the client will provide:

- Access and right of entry to all areas within the structure
- Information about any restrictions or special access requirements regarding the site shall be made known to Terracon prior to site mobilization.

- Information about any known environmental conditions at the site (e.g., hazardous materials or processes, specialized protective equipment requirements, unsound structural members, etc.) shall also be communicated to Terracon prior to site mobilization.

Report

Terracon will issue an asbestos survey report, which will be delivered electronically in PDF form and will describe the sampling methods and the results of the asbestos survey. The report will include a description of the numbers, types, and locations of building material samples collected, the analytical results, and the estimated quantity of materials identified as containing asbestos. No estimates of ACM removal costs will be provided.

Samples of friable materials analyzed only by PLM visual estimation and containing less than 10% asbestos will be listed in the report as ACM as required by the NESHAP regulations in 40 CFR 61 Subpart M. To establish their status as non-ACM (<1%), additional analysis by point counting must be performed on these materials. Materials determined by point counting to contain less than 1% asbestos will be listed separately in the report with their asbestos content to assist the client in complying with OSHA regulations. According to a July 31, 1992, Applicability Determination memo from the EPA, asbestos-containing non-friable caulks in good condition may be classed as Category 1 non-friable materials. This classification decision will be made at the sole discretion of our inspector at the time of the survey.

Unless otherwise instructed, the final report will be submitted to the email address supplied to Terracon above. Verbal results of the laboratory analyses may be available earlier. The findings and conclusions presented in our final reports will take precedence over any verbal or written information communicated to the client prior to the issuance of the final report.

Reliance

The final report will be prepared for the exclusive use and reliance of the Client. Reliance by any other party is prohibited without the written authorization of the Client and Terracon. If the Client is aware of additional parties that will require reliance on the report, the names, addresses, and relationships of these parties should be provided for Terracon approval prior to the time of authorization to proceed. Terracon will grant reliance to those approved parties upon receipt of a fully executed Reliance Agreement (available upon request).

Reliance on the report by the Client and all authorized parties will be subject to the terms, conditions, and limitations stated in the Agreement for Services, the Reliance Agreement, and the report.

Safety

At Terracon, we all have a personal and uncompromising commitment to everyone going home safely each and every day. Our Incident and Injury-Free (IIF) program is about care and concern for people. It is our personal and organizational commitment at all levels of the company and is where safety is held as a core value as well as an operational priority. Working safely is an inseparable part of working correctly, just as much as other operational priorities, quality, profitability and schedule. IIF is our commitment to our people and others, who we value for who they are and what they do. IIF is not just something we do; it is in everything we do.

As part of our IIF process, we will prepare a pre-task plan for this project where we will identify the potential site safety and job hazards associated with your site. Our pre-task plan will identify and prepare our personnel to be able to handle conditions such as but not limited to public safety, environmental contamination, site access issues, overhead and underground utilities, adverse weather conditions, and personal protective equipment and will continually be reviewed and reevaluated throughout the field work activities. Each site is unique and may contain different safety conditions. We understand that to protect our personnel as well as others we must look at each site individually to identify potential concerns.

Schedule

Field work is expected to be completed in one business day. Laboratory analysis will take 48 hours from receipt by the analyzing laboratory. Our report will be completed within approximately ten business days following receipt of the laboratory results. The findings and conclusions presented in our final report will take precedence over any verbal information communicated to the client prior to the issuance of the final report.

In order to comply with the proposed schedule, please provide the following items at the time of notification to proceed.

- Signed Agreement for Services
- Signed Sampling Authorization Form
- Right of entry to conduct the survey, including unrestricted access to the interior, exterior, and roof
- Notification of any restrictions or specific requirements (such as confidentiality, scheduling, or site safety requirements) regarding accessing the site

C. Compensation

Our fee for the scope of services described above will be **\$3,200.00**. Fees for the asbestos survey include collection and analysis of up to 35 asbestos samples with 48-hour turnaround time from sample receipt by the lab.

Terracon will attempt to contact the client while on site before incurring extra costs if collection of additional asbestos samples over the proposed 35 samples is required to comply with NESHAP regulations.

In order to avoid a second mobilization, additional authorization will not be considered a requirement before collection of additional samples if the client is unavailable when contacted.

Additional asbestos samples will be invoiced at \$30 each including collection, laboratory analysis, and reporting.

If laboratory analysis indicates need for additional analysis by point-counting, as permitted by NESHAP regulations, then the client will be contacted, and the circumstances will be explained. In this event, Terracon may make a recommendation as to whether point-counting analysis should be performed and will seek authorization from the client to do so. Point-counted samples will be invoiced at \$65 per sample analyzed. Point counted results will be indicated as such in the report. The above lump sum fee is based on the assumptions and conditions provided at the time of this proposal.

D. Authorization

If this scope of services meets with your approval, work may be initiated by returning a signed original copy of this Agreement for Services to our office. Project initiation may be expedited by faxing a copy of the signed Agreement for Services to the undersigned below at (954) 741-8240 and/or emailing an executed copy to Mr. Sergio A. Adasme at sergio.adasme@terracon.com.

The terms, conditions, and limitations stated in the Agreement for Services (and sections of this proposal incorporated therein), shall constitute the exclusive terms and conditions and services to be performed for this project. This proposal is valid only if authorized within 60 days of the proposal date. We appreciate the opportunity to provide this proposal and look forward to working with you on this project. If you have any questions or comments regarding this proposal or require additional services, please give me a call.

We appreciate the opportunity to provide this proposal and look forward to working with you on this project. If you have any questions or comments regarding this proposal or require additional services, please give me a call.

Sincerely,

Terracon Consultants, Inc.

Asbestos Business License ZA-337

Sergio A. Adasme
Project Industrial Hygienist

Alicia Coley, CIH, LAC
Licensed Asbestos Consultant AX138

Attachments: Agreement for Services
Sampling Authorization Form



SAMPLING AUTHORIZATION

Terracon Consultants, Inc. has been requested to sample the currently installed building materials, including roofing materials, for determination of the presence of asbestos-containing materials. The sampling and analysis are being conducted in anticipation of planned demolition of the building.

As part of the sampling procedures, it will be necessary for Terracon to remove coverings/finishes, make penetrations/cuts, exploratory holes, etc. in currently installed building materials. Additionally, Terracon will penetrate the roofing materials and remove the materials down to the roof deck or underlying substrate. All parties should be aware that several materials cannot be sampled without significant damage to the finish or function of a material including, but not limited to, plaster, ceramic tile, terrazzo, marble, floor finishes, select adhesives, mortar beds, and roofing.

Terracon will repair the roof by applying temporary patching at the roof sample locations; however, Terracon will not repair, replace, or refinish other sample locations in the exterior or interior of the building. The building owner and occupants should understand that sampling of the roofing materials by cutting into these materials may void roof warranties that may be currently in effect. Terracon recommends that the sample locations be permanently patched by a qualified roofing contractor and/or by a roofing contractor approved by the current warranty holder. Terracon will not be responsible for leaks or damage as a result of the sample locations not being permanently patched.

Your acknowledgment of the proposed Survey Activities is requested below.

Bulk Sample / Damage Authorization

- I have read the above and authorize destructive investigation, as required, to complete a thorough inspection.
- I have read the above and will not authorize damage to the following materials (material description and location required):

Building Name or Address

Building Owner Representative / Entity

Printed Name of Authorized Person

Signature of Authorized Person Date

AGREEMENT FOR SERVICES

This **AGREEMENT** is between CPZ Architects Inc ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the CPZ - Cinnamon Place Park project ("Project"), as described in Consultant's Proposal dated 04/15/2026 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

- 1. Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
- 2. Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
- 3. Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
- 4. Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
- 5. Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
- 6. LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
- 7. Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
- 8. Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
- 9. Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$2,000,000 occ / \$4,000,000 agg); (iii) automobile liability insurance (\$2,000,000 B.I. and P.D. combined single limit); (iv) umbrella liability (\$5,000,000 occ / agg); and (v) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

- 10. CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to unsafe site conditions. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes.

PURSUANT TO SECTION 558.0035 OF FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE.

Consultant: **Terracon Consultants, Inc.**

By: _____ Date: **4/15/2026**

Name/Title: **Alicia N Coley / Regional Services Specialist**

Address: **3347 NW 55th St
Fort Lauderdale, FL 33309-6306**

Phone: **(954) 741-8282** Fax: _____

Email: **Alicia.Coley@terracon.com**

Client: **CPZ Architects Inc**

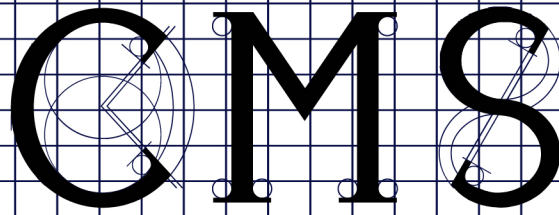
By: _____ Date: _____

Name/Title: **Heidi Rodriguez, AIA / Vice President,
Principal**

Address: **4316 W Broward Blvd
Plantation, FL 33317-3762**

Phone: **(954) 792-8525** Fax: _____

Email: **heidi@cpzarchitects.com**



CONSTRUCTION MANAGEMENT SERVICES

11555 Heron Bay Blvd, Suite 204, Coral Springs FL 33076 – 954-481-1611

Revised Proposal

CMS-Construction Management Services, Inc.
11555 Heron Bay Blvd., Suite 204
Coral Springs, FL 33076

Contact: Wayne Birch
Phone: (954) 481-1611
Email: wbirch@cms-construction-services.com

Cinnamon Place Park Master Plan Improvements

Proposal Date: **4/13/2026**

Proposal Valid Through: **10/13/2026**

Customer

Company: CPZ Architects
Project
Address: Pembroke Road & SW 86th
Avenue, Pembroke Pines, FL 33029

Customer Contact

Contact: **Heidi Rodriguez**
Title: Principal
Phone: 954.792.8525 ext # 102
Email: Heidi@cpzarchitects.com

CMS, Inc. is delighted to offer Professional Cost Estimating Services in response to your request. Our estimates will adhere to the CSI MasterFormat standards for construction cost estimating and will incorporate localized line-item construction costs specific to the region. We are committed to delivering the necessary services to prepare detailed cost estimates for the following items.

Scope of Basic Services:

CMS will prepare Construction Cost Estimates at 60% CD and 100% CD.

These deliverables will be based on the scope, plans and narrative provided by CPZ Architects.

Meetings and Revisions:

The scope includes one revision meeting to review and refine the estimate(s), incorporating all necessary adjustments. All items proposed for revision must be submitted concurrently during this meeting. Additional revisions or meetings beyond this scope may result in a change order request.

CMS

60% CD Cost Estimate			
<i>Title</i>	<i>Hours</i>	<i>Rate</i>	<i>Total</i>
Project Manager	2	\$ 138.00	\$ 276.00
Senior Estimator	24	\$ 146.00	\$ 3,504.00
Total			\$ 3,780.00

100% CD Cost Estimate			
<i>Title</i>	<i>Hours</i>	<i>Rate</i>	<i>Total</i>
Project Manager	2	\$ 138.00	\$ 276.00
Senior Estimator	26	\$ 146.00	\$ 3,796.00
Total			\$ 4,072.00

Summary of Fees	
60% CD Cost Estimate	\$ 3,780.00
100% CD Cost Estimate	\$ 4,072.00
Total	\$ 7,852.00

CMS

Payment Terms

Payment terms are set at NET 30 days unless otherwise mutually agreed upon or superseded by subcontractor agreements or other prevailing contractual obligations.

We appreciate your consideration and are eager to collaborate with you on this project. If you agree to the terms outlined above, please kindly sign in the designated space below and return a copy to our office for processing at your earliest convenience.

CMS –Construction Management Services Inc.

By: Wayne Birch

Signature - Wayne Birch

Principal

Title

4/13/2026

Date

CPZ Architects

By: _____

Signature

Title

Date