



April 20, 2026  
REVISED May 6, 2026

Via Email: [cgoulding@ppines.com](mailto:cgoulding@ppines.com)

**Ms. Christina Goulding**  
**Assistant City Manager/Director**  
City of Pembroke Pines  
601 City Center Way  
Pembroke Pines, Fl. 33025

**Scoping Meeting Report and Proposed Scope of Work Proposal**

Project Name: **City of Pembroke Pines Flamingo Park Field One Renovation**  
Work Order Request No.: *(Provided by the CITY)*  
Consultant Name: **RE Chisholm Architects, Incorporated**  
Consultant Address: **782 NW 42<sup>nd</sup> Avenue, Miami, Florida 33126**  
Consultant Project Manager: **Matthew Polak, AIA, LEED AP**  
Date of Scoping Meeting: **March 25, 2026**  
Project Location / Address: **City of Pembroke Pines Flamingo Park Field One Renovation  
1900 NW 122<sup>nd</sup> Terrace  
Pembroke Pines, Florida 33026**  
City Department: **Recreation and Cultural Arts**  
City Project Manager: **Dayana Castellon**

Communication Matrix:

**City of Pembroke Pines;**

PM - Dayana Castellon 954.518.9064 – [dcastellon@ppines.com](mailto:dcastellon@ppines.com)  
ACM - Christina Goulding 954.392.2130 – [cgoulding@ppines.com](mailto:cgoulding@ppines.com)

**Chisholm Architects (Architecture and Project Lead)**

PM - Matthew Polak 305.542.9235 – [mpolak@chisholmarchitects.com](mailto:mpolak@chisholmarchitects.com)  
Principal - Robert E. Chisholm 305.542.9233 – [bob@chisholmarchitects.com](mailto:bob@chisholmarchitects.com)

**CAP Engineering (Civil Engineers)**

PM – Rolando Alvarez 305.448.1711 – [ralvarez@capengfla.com](mailto:ralvarez@capengfla.com)

**Kamm Consulting (MEP Engineers)**

PE – Art Kamm 954.949.2200 – [art@kammconsulting.com](mailto:art@kammconsulting.com)

**J. Bonfill and Associates (Surveyors)**

President - Jackie Bonfill 305.598.8383 – [jackie@jbonfill.com](mailto:jackie@jbonfill.com)

**Ardaman and Associates (Soil Testing)**

PE – Evelio Horta 305.704.4662 – [ehortajr@ardaman.com](mailto:ehortajr@ardaman.com)

**PROJECT DETAILS:**

- PROJECT UNDERSTANDING:** The project consists of the replacement of the existing varsity natural grass and clay baseball field no. 1 with new drainage and artificial turf.  
Scope includes:



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- a. New Synthetic surface baseball field with drainage.
- b. New home and visitor bull pen areas with synthetic surface.
- c. New foul poles.
- d. Removal and replacement of sports lighting fixtures (poles to remain)
- e. New electronic scoreboard.
- f. Removal and replacement of fencing and netting.
- g. Refurbishment of existing shade canopies at bleachers.
- h. Refurbishment of existing bleachers and concrete pads.
- i. Refurbishment of existing dugouts with new benches and associated furnishings.
- j. Renovation of press box with new windows, doors, power, lighting, HVAC, finishes fixtures and equipment.
- k. Pave access road south of field to cell tower station and provide drainage solution with adjacent properties.
- l. Repair, repave and restripe adjacent parking area and provide ADA accessibility to baseball field and adjacent playground.
- m. Provide concrete walkways from bleacher area to concession building.
- n. Provide new walkway from eastern parking area to central playground.

## 2. **SCOPE OF SERVICES**

### **TASK 1. Pre-Design Services**

- a. Review of Owner provided Information
- b. Building Code Research and Analysis.
- c. Site visits by A/E Team to review/confirm as-built conditions
- d. Preparation of As-Built documents and Base files.
- e. Soil Testing by Soils Engineer/Consultant.
- f. Surveying.

### **TASK 2. Schematic Design**

- a. Schematic site plan in ACAD format.
- b. Schematic floor plans of press box, dugouts and canopies.
- c. Schematic Reflected ceiling plans at 1/8 "or 1/4" scale in ACAD format.
- d. Schematic Exterior Elevations at 1/8 "or 1/4" scale in ACAD format.
- e. Schematic Building Sections at 1/8 "or 1/4" scale in ACAD format.
- f. Material Selection of all finishes.
- g. (2) meetings with Owner are included in this phase.



**TASK 3. Design Development Phase**

- a. Site and Floor plans at appropriate scale in ACAD format
- b. Reflected ceiling plans at 1/8 "or 1/4" scale in ACAD format.
- c. Final Material Selection of all finishes.
- d. Coordination with Engineering Consultants on systems and equipment requirements at 1/8" or 1/4" scale in ACAD Format.
- e. Exterior and Interior elevations of all affected walls/ceilings and areas including
- f. Coordination with Owner of FFE items including but not limited to:
  - I. Dugout benches and furnishings
  - II. Lighting Fixtures.
  - III. Fencing and netting
  - IV. HVAC system
  - V. Door/Cabinetry Hardware
- g. Coordination with Owner of all finishes, including but not limited to:
  - I. Floors
  - II. Walls
  - III. Bases
  - IV. Soffits.
  - V. Ceilings
  - VI. Countertops and sills.
- h. (2) meetings with Owner are included in this phase

**TASK 4. A/E Construction Documents**

- a. Architecture:
  - I. General Location Site Plan
  - II. Demolition Site and Floor Plans
  - III. Demolition Reflected Ceiling Plans
  - IV. Site and Floor Plans
  - V. Reflected Ceiling Plans
  - VI. Typical wall sections
  - VII. Typical soffit details
  - VIII. Typical Synthetic turf field details
  - IX. Finish Schedule
  - X. Door Schedule
  - XI. Hardware
  - XII. Typical notes and details.
- b. Civil Engineering
  - I. General Location Site Plan.
  - II. Demolition Site Plan.
  - III. Paving, Drainage and Grading Site Plan.
  - IV. Water and Sewer Plan (for reference only and if required)
  - V. Parking area lighting plan.
  - VI. Typical site sections.
  - VII. Typical notes and details.



- c. MEP Systems for press box
  - I. HVAC Plan
  - II. HVAC Typical notes and details
  - III. HVAC Schedules
  - IV. HVAC Energy and Load Calculations
  - V. Electrical Power Plan
  - VI. Electrical Lighting Plan.
  - VII. Electrical Typical notes and details
  - VIII. Electrical Panel Schedules and Risers
  - IX. Plumbing Plan
  - X. Plumbing typical notes and details
  - XI. Plumbing fixture schedules
  - XII. Plumbing Risers.
- d. Preparation of signed and sealed construction documents for permit and includes response to building department comments, permit expediting by others.
- e. Digital upload and permit expediting not included.
- f. (2) meetings with Owner are included in this phase.

**TASK 5. Pre-Construction Phase Services**

- a. Dry-Run Building Permit
- b. Bidding
- c. Bid Award

**TASK 6. Basic Construction Administration** – Estimated not to exceed (8) month construction period

- a. A/E RFI Response
- b. A/E Shop Drawing Review.
- c. (1) site visit per month. ((8) consecutive site visits.)

**3. PROJECT SCHEDULE:**

TASK 1. Pre-Design Services	15 working days
TASK 2. Schematic Design	15 working days
City Review	10 working days
TASK 3. Design Development Phase	15 working days
City Review	10 working days
TASK 4. A/E Construction Documents	15 working days
City Review	10 working days
TASK 5. Pre-Construction Phase Services	65 working days
Note: Bidding to commence upon completion of Dry-run permit process.	
TASK 6. Basic Construction Administration	175 working days



4. **OPINION OF PROBABLE CONSTRUCTION COST +/- \$3,000,000**

5. **SUBCONSULTANTS**

CAP Engineering – Civil Engineers

Kamm Consulting – MEP Engineers

J. Bonfill and Associates – Surveyors

Ardaman and Associates – Soil Testing

6. **CITY FURNISHED DOCUMENTS & DATA** – City shall provide legal description and park survey, as-built documents of park including but not limited to baseball field one, press box, bleachers, canopies and adjacent cell tower if available

7. **MEETINGS AND SITE VISITS** – As indicated in scope of services, A/E team estimates the following

Meetings either in person or via Zoom/Teams                      6 to 8 meetings

Site visit during design and construction                      8 to 10 site visits

8. **COMPENSATION**

1. Basic A/E Services ( <i>Refer to Attachments “A, B and C”</i> )	\$ 236,620
2. Reimbursable Expenses (Allowance)	\$ <u>750</u>
<b>TOTAL</b>	<b>\$ 237,370</b>

3. Fee is Lump Sum with Monthly progress invoicing.

9. **SERVICES NOT INCLUDED**

- a. Project Programming
- b. Correction of pre-existing code deficiencies not related to described scope of work.
- c. Off-Site Civil Engineering/Design.
- d. Special Inspections
- e. Interior Design.
- f. Furniture, Fixtures and Equipment Selection.
- g. Landscape Architecture.
- h. Sports Lighting Design. Field Lighting Fixture Replacement shall be by MUSCO for selection of fixture and preparation of necessary specifications and photo metrics and will be coordinated with A/E construction/bid documents.
- i. Permit submittal.
- j. Zoning variances process.
- k. LEED.



- l. Value Engineering.
  - m. Project-specific professional liability Insurance. Our standard umbrella coverage shall be maintained and enforced for the duration of the project.
  - n. Permit or test fees of any type.
  - o. Interior design or space planning or FFE selection.
  - p. 3D Renderings.
  - q. Asbestos, lead or mold, and mildew abatement.
  - r. Meeting with owner, owner consultants, and general contractor beyond those included as part of basic services.
  - s. Any work or documents outside those specifically mentioned or stated in this REC proposal.
  - t. Any public or private presentations other than meetings with the client.
  - u. Fire-sprinkler design.
10. **ADDITIONAL SERVICES** - Refer to section 9 above.
11. **SPECIAL CONSIDERATIONS/NOTES/ASSUMPTIONS.**
- a. ADA accessibility for press box is excluded.
  - b. Existing parking area drainage is in satisfactory condition.
12. **OTHER INFORMATION** – N/A

**R.E. CHISHOLM ARCHITECTS, INC.**

Date:

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Robert E. Chisholm FAIA, NCARB  
Chairman/CEO



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April 21, 2026

Mr. Matthew Polak, AIA  
R.E. Chisholm Architects, Inc.  
782 NW 42nd Ave, Suite 650  
Miami, Florida 33126

**Re: Proposal for Civil Engineering Services – Baseball Field Improvements  
Pembroke Pines**

Dear Mr. Polak:

C.A.P. Engineering, Inc. (CAP) is pleased to submit this proposal to provide professional engineering services for improvements to the baseball field and associated parking and paved areas located at: 1900 NW 122 Terrace, Pembroke Pines, FL 33026 (SW Corner Field).

**SCOPE OF SERVICES**

The work consists of converting the existing baseball field from natural turf to synthetic turf and providing adequate drainage within the field including bullpen, dugout and batting cages, repaving of the existing parking lot located SE of the field including site lighting layout and design, regrading and paving of the center area located above Field 5, and regrading and reconstruction of the paved area along the southern portion of the cell tower site adjacent to the gas station. Refer to Exhibit A (attached) for additional details.

CAP will prepare design plans and responses to review comments, based on the following phases:

**Phase 1: Information Gathering:**

CAP will review available information (i.e., as-built records) and perform up to three (3) site visits to document and evaluate existing conditions of the baseball field, parking areas, adjacent paved surfaces and associated lighting elements. The purpose is to assess grading, drainage patterns, and overall site conditions to support design development.

A Topographic Survey and Geotechnical report are excluded from CAP's scope and shall be provided by R.E. Chisholm Architects Inc. prior to commencement of the Engineering Design phase.

**Phase 2: Engineering Design 100%:**

CAP will prepare civil engineering construction plans and drainage calculations for the scope of services described above. Plans will include grading, drainage, paving, and site lighting improvements, as required for permitting.

**Phase 3: Permitting:**

CAP will respond to agency comments to obtain approval. This proposal includes up to two (2) review cycles. Additional review cycles, if required due to unforeseen agency comments or changes beyond the original scope, will be addressed as Additional Services.



Plans will be signed and sealed and submitted in a format suitable for permitting.

**Phase 4: Construction Contract Administration:**

CAP will provide limited Construction Administration services to support the implementation of the design and assist the Client during construction. Services will include:

- Responding to contractor's Requests for Information (RFIs) related to the civil design, limited to up to ten (10) RFIs.
- Reviewing shop drawings and submittals for general conformance with the design intent.
- Performing up to three (3) site visits during construction to observe progress and general compliance with the plans.
- Preparing a final certification letter indicating that the project was constructed in general accordance with the approved civil engineering plans, based on site visits performed and visual observations of readily accessible areas.

Construction Administration services are intended to assist with general conformance of the work and do not include continuous on-site inspection or construction supervision.

Additional site visits, responses to RFIs or services beyond those described above will be considered as Additional Services.

**Deliverables:**

- Signed and sealed civil engineering construction plans (Grading, Drainage, Paving, and Lighting Plans)
- Responses to agency review comments, up to two (2) review cycles.
- Final certification letter indicating that the project was constructed in general accordance with the approved civil engineering plans.

**Excluded Services:**

- Topographic Survey
- Geotechnical Report (ex. soil boring, percolation test etc.)

**Fees:**

CAP proposes providing the services described herein for a lump sum fee of Thirty-Five Thousand (\$ 35,000.00) dollars.

The total fee shall be invoiced as follows:

Twenty Percent (20%) upon execution of this proposal, Sixty Percent (60%) upon submittal of the 100% Engineering Design, and the remaining Twenty Percent (20%) upon issuance of the final certification letter.



**Additional Services:**

Additional Services shall include any services not expressly identified in the above Scope of Work. Such services will be provided for an agreed-upon lump sum fee, subject to the prior written approval of R.E. Chisholm Architects, Inc. Should circumstances arise during the performance of the Services that require work beyond the original scope, CAP will promptly notify R.E. Chisholm Architects, Inc. of the nature, extent, and estimated cost of the additional services and will proceed only upon receipt of written authorization.

C.A.P. Engineering, Inc. looks forward to working with R.E. Chisholm Architects Inc. on this project. Should you require any additional information, or wish to discuss this proposal further, please contact Mr. Roy Vinas, EI at (239) 200.4438 or me at (305) 458.6000.

Very Truly Yours,  
C.A.P. Engineering, Inc.

A handwritten signature in blue ink, appearing to read 'Carlos A. Penin', is written over a horizontal line.

Carlos A. Penin, PE  
President

Accepted by:  
R.E. Chisholm Architects Inc.

\_\_\_\_\_  
Mr. Matthew Polak, AIA  
President / Project Director



**Consulting**

May 7, 2026

Email: [mpolak@chisholmarchitects.com](mailto:mpolak@chisholmarchitects.com)

**Matthew Polak**  
**R.E. Chisholm Architects, Inc.**  
782 NW 42<sup>nd</sup> Avenue, Suite 650  
Miami, FL 33126

**Shareholders**

*Bradly L. Brown, P.E.*  
*John Chirgwin, PM*  
*Michael Freire, P.E., PM*  
*Rick Gonzalez, LEED AP, PM*  
*Art Kamm, P.E., CxA, LEED AP*  
*Greg Kemp, PM*  
*Duane Millar, LEED AP, PM*

**RE: FLAMINGO PARK – PRESSBOX**  
*Pembroke Pines, FL*

Dear Matthew:

We are pleased to provide the following proposal for construction documents and drawing specifications **to add a mini-split to a 200 sq. ft. press box. Scope also includes 200 sq. ft. storage located under press box, which will require new lighting.**

Engineering services for this project include: Mechanical, Electrical and Plumbing.

Kamm Consulting shall perform its work in character, sequence and timing so that it will be coordinated with that of the Client and in accordance with mutually agreed schedules provided by the Client. Work shall be performed with the standard of care, skill, and diligence normally provided by a Professional Engineer.

The services provided by Kamm Consulting shall include the following:

- (a) Coordinate with Client to establish design criteria for heating, ventilation and air conditioning (HVAC), electrical and plumbing.
- (b) Construction documents and specifications for HVAC, electrical and plumbing include but are not limited to: floor plans, schedules, risers, panels, details, etc.
- (c) Coordinate and conform with applicable Building Codes and building departments.
- (d) Three (3) sets of signed and sealed permit documents. Additional sets to be billed as reimbursables.
- (e) Site visit included for design.

Providing the services set forth above, the Client shall pay Kamm Consulting, Inc. **fees in the amount of: \$11,500.00**

Please allow 6 – 8 weeks **(excluding weekends and holidays)** for Construction Documents after proper design criteria has been established and CADD files have been received.

**OFFICES**

**Deerfield Beach:**

1407 West Newport Center Drive  
Deerfield Beach, Florida 33442  
954-949-2200

**Ft. Pierce:**

405 Angle Road  
Fort Pierce, Florida 34947  
772-448-3499

[www.kammconsulting.com](http://www.kammconsulting.com)

FLAMINGO PARK – PRESSBOX (05.07.26)

- *Additional site visits, if requested, will be billed hourly per rates listed below.*
- *All outdoor mounted mechanical equipment needs to be certified by a Structural Engineer in compliance with Section 301.15 Florida Mechanical Code 2023 (not included in above fee)*
- *“System Commissioning” per Section C408 of the Florida Building Code – Energy Conservation, 8<sup>th</sup> Edition (2023) is not included in this scope of work. Section C408.2.1 “Commissioning Plan” is included if applicable.*
- *As-built/record documents, if required, at the end of the project will be billed hourly at the rates listed below.*
- *Light fixture selection and placement is not part of our scope of work unless specifically indicated in writing.*
- *Reimbursables to be billed separately.*
- *Site Lighting, if required, is not included in the scope of services quoted herein.*
- *Full CSI-format MEP specifications are excluded unless explicitly listed and will be provided as an additional service if required.*
- *Low-voltage systems including data, telecommunications, audiovisual, access control, and security systems are excluded from this scope of work. Kamm will coordinate with the Owner’s low-voltage and security consultant and will provide junction boxes and pathways as required for installation of low-voltage systems by others.*
- *BDA system, if required, to be provided by others.*
- *This proposal includes standard interdisciplinary design coordination reflected in the contract documents. Formal 3D clash detection, model-based coordination, or automated conflict resolution services are excluded and may be provided as an additional service if requested.*

Additional services, if requested, will be billed hourly at rates listed below:

\$125.00 / Hr. – Clerical  
\$130.00 / Hr. – CAD/BIM Technician  
\$145.00 / Hr. – Designer  
\$150.00 / Hr. – BIM Coordinator  
\$180.00 / Hr. – Engineering / Field Technician  
\$225.00 / Hr. – Project Manager  
\$350.00 / Hr. – Principals

**Reimbursables to include:**

Mailing expenses, travel expenses for site visits beyond 50 miles of office, printing charges for additional prints. Site visits requested by Client / Owner will be billed hourly as additional services.

If you have any questions or need additional information, please let me know.

Sincerely,  
**KAMM CONSULTING, INC.**

*Art Kamm*

Art Kamm, P.E., CxA, LEED AP BD&C  
Chief Executive Officer  
RAK:gal

**\*\* NO WORK SHALL BEGIN WITHOUT CUSTOMER WRITTEN AUTHORIZATION \*\***

**TERMS:** This agreement may be terminated at any time either by Kamm Consulting or by your Firm upon seven (7) days written notice at which time the compensation for services rendered shall be made in relation to the work then completed.

Payment shall be made in full, net 30 days. The Design Professional shall be entitled to collect from the client attorney's fees, court costs and expenses associated with collection of fees.

**INTEREST:** If payment is not received by the Consultant within thirty (30) calendar days of the due date, invoices shall bear interest at one-and-one-half (1.5) percent (or the maximum rate allowable by law, whichever is less) of the PAST DUE amount per month, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

A copy of the Firm's General Liability and Errors and Omissions Insurance shall be forwarded to you upon acceptance of this proposal.

This proposal is void within 30-days if not accepted at the option of Kamm Consulting, Inc.

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Consultant, their respective officers, directors, partners, employees, contractors or sub-consultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement.

To the maximum extent permitted by law, the Client agrees to limit the Consultant's liability for the Client's damages to the sum of \$100,000.00 or the Consultant's fee, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

Owner acknowledges that we are not biologists, toxicologists or the like, and cannot assure that the project will be mold free. Owner recognizes that meteorological conditions of Florida are conducive to mold formation within, on and beneath building material employed in construction, regardless of HVAC design, and herein releases Engineer, its employees, professionals, officers, and sub-consultants for any claims relating to existing mold (in the case of a renovation), and future proliferation of mold (for new construction), excepting only those damages, liabilities or costs attributable to the negligence or willful misconduct of the Consultant. Owner accepts all risks associated with mold formation and we strongly advise Owner to employ a qualified professional to review work product anticipated herein for susceptibility of mold formation.

- Kamm CAD standards and layering system shall apply, unless informed of and negotiated otherwise in advance.
- Any background changes after 60% Construction Docs have been issued will incur additional fees.
- Wind load calculations are not part of our scope of work.
- M-E-P work ends 5' from the building footprint.

**PROJECT BILLING ADDRESS:** \_\_\_\_\_  
\_\_\_\_\_

Contact Phone #: \_\_\_\_\_ PO #: \_\_\_\_\_

Accepted by: \_\_\_\_\_ (*Officer of Corporation*)

Print: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_



April 8, 2026

Chisholm Architects Inc.  
782 NW 42<sup>nd</sup> Avenue Suite 650  
Miami Florida 33126  
Attn: Matthew Polak AIA

**In reference to: Flamingo Park 1900 NW 122 Terrace Pembroke Pines FI 3302 ID # 5140 12-16-0010**

Dear Mr. Polak:

Pursuant to your request regarding a fee estimate for surveying and mapping services for the above-mentioned project, the following amended proposal for the Scopes provided is hereby submitted for your consideration:

**Survey Scope of Services:**

1. Specific Purpose Survey.
2. Existing parking lot grid every 25 feet.
3. Elevation grid (50'x50') around the property.
4. Location of visible above ground features, baseball field, dugouts, parking lot, driveways, utility poles, fences, valve boxes, manholes if any (if applicable)
5. Rim and invert elevation of existing storm and sanitary sewer structures if any within requested area.
6. Locate existing trees, common names, canopy, trunk & height. If trees are not identifiable by our surveying crew, owner is responsible for consulting with a botanist or a tree expert for species identification.
7. Elevation information: Vertical control NAVD 1988. Based on 2 well established published benchmarks which JBA will provide full description.
8. Horizontal control Geographic and Florida State Plane Coordinate System, East Zone, North American Datum of 1983/2011 (NAD83/90).
9. Locate boundary line along the south, west and east property line with the requested sketch provided only.
10. Elevations along the south property line 5 feet offset every 20 feet.

**Qualifications:**

1. **Rule of Law:** All field and office efforts in connection with this project will be performed in strict accordance with the applicable provisions of the "Standards of Practice for Land Surveying in the State of Florida", pursuant to Rule 5J-17 Florida Administrative Code.
2. Requests for service not specifically enumerated in this Letter of Proposal will be addressed via separate response if so required.
3. All survey works to be done in U.S. feet.
4. Deliverables; two signed and sealed sets of drawings upon request, PDF digitally signed and sealed and a CAD file.
5. Client must provide legal description.

**Total Estimated Work \$8,800.00**

**Payments and Invoicing:**

Invoices will be submitted by CONSULTANTJ Bonfill and Associates, Inc. to CLIENT Chisholm Architects Inc. for services performed and expenses incurred pursuant to this Agreement. Payment of such invoice will be due upon presentation. CONSULTANT'S standard invoice format shall apply, and such format shall be acceptable to CLIENT for payment, unless otherwise agreed to in writing hereunder. The field crew will obtain a signed time sheet if requested from the project manager in the field.



**PAYMENT DELAY:** If the CONTRACTOR has received payment from the OWNER and if for any reason not the fault of J Bonfill and Associates, Inc.(the SUBCONTRACTOR) does not receive a progress payment from the CONTRACTOR within seven (7) days after the date such payment is due; the SUBCONTRACTOR, upon giving an additional seven (7) days written notice to the CONTRACTOR, and without prejudice to and in addition to any other legal remedies, may stop work until payment of the full amount owing to the SUBCONTRACTOR has been received.

**PROVISIONS RELATIVE TO THE SERVICES RENDERED**

**A). Re-use of Documents:**

All original documents, including, but not limited to, drawings, sketches, specifications, maps, as-built drawings, reports, that result from CONSULTANT'S services pursuant or under this Agreement remain the sole property of CONSULTANT and are not intended or represented to be suitable for re-use by CLIENT or others.

CLIENT may, at their expense, obtain a set of reproducible copies of any maps and/or drawings prepared for them by CONSULTANT, in consideration of which CLIENT agrees that no additions, deletions, changes or revisions shall be made to same without the express written consent of CONSULTANT. Any re-use without written verification of adaptation by CONSULTANT mandates that CLIENT indemnify and hold CONSULTANT harmless from all claims, damages, losses and expenses, including, but not limited to, attorney's fees, arising out of or resulting there from.

Photographs of any completed project embodying the services of CONSULTANT provided hereunder may be made by CONSULTANT and shall be considered as its property and may be used for publication.

**B). Performance:**

CONSULTANT shall not be considered in default in performance of its obligations hereunder if performance of such obligations is prevented or delayed by acts of God or government, labor disputes, failure or delay of transportation or by subcontractors, or any other similar cause or causes beyond the reasonable control of CONSULTANT. Time of performance of CONSULTANT'S obligations hereunder shall be extended by time period reasonably necessary to overcome the effects of such force majeure occurrences.

**C). Professional Standards:**

All work performed by CONSULTANT will be in accordance with its professional standards and in accordance with all applicable government regulations. CONSULTANT will make its best efforts to obtain all governmental approvals contemplated under this Agreement. However, CONSULTANT does not warrant or represent that any government approval will be obtained.

**D). Termination:**

This Agreement may be terminated by either party upon seven (7) days written notice in event of the substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. For the purpose of this Agreement, the failure to pay any invoice submitted by CONSULTANT within sixty (60) days of the date of said invoice, shall be considered a substantial failure on behalf of CLIENT.

In the event of any termination, CONSULTANT shall be paid for all services rendered to the date of termination including all reimbursable expenses.

**E). Liability:**

CONSULTANT is protected by Workmen's Compensation Insurance, Professional Liability Insurance and by Public Liability Insurance for bodily injury and property damage and will furnish certificates of insurance upon request. CONSULTANT agrees to hold CLIENT harmless from loss, damage, injury or liability arising solely from the negligent acts or omission of CONSULTANT, its employees, agents, subcontractors and their employees and agents, but only to the extent that the same is actually covered and paid under the foregoing policies of insurance. If CLIENT requires increased insurance coverage, CONSULTANT will, if specifically directed by CLIENT, secure additional insurance obtained at CLIENT'S expense.

CLIENT agrees that CONSULTANT'S aggregate liability to CLIENT and all construction and professional contractors and subcontractors employed directly or indirectly by CLIENT on the Project, due to or arising from CONSULTANT'S services under this Agreement or

because of the relation hereby of CONSULTANT, its agents, employees or subcontractors, or otherwise, is and shall be limited to CONSULTANT'S total fees under this Agreement or \$50,000.00 whichever is greater. In no event shall CONSULTANT be liable for any indirect, special or consequential loss or damage arising out of the services hereunder including, but not limited to, loss of use, loss of profit, or business interruption whether caused by the negligence of CONSULTANT or otherwise.

**F). Litigation:**

In the event litigation in any way related to the services performed hereunder is initiated between CONSULTANT and CLIENT, the non-prevailing party shall reimburse the prevailing party for all of its reasonable attorney's fees and costs related to said litigation.

**CLIENT'S OBLIGATIONS:**



CLIENT shall designate a person to act with authority on CLIENT'S behalf with respect to all aspects of the Project. CLIENT shall be responsible for all processing fees or assessments required for the completion of the Project. CLIENT shall provide CONSULTANT access to the Project site at reasonable times upon reasonable notice.

**GENERAL PROVISIONS:**

A). Persons Bound by Agreement:

The persons bound by this Agreement are CONSULTANT and CLIENT and their respective partners, successors, heirs, executors, administrators, assigns and other legal representatives. This Agreement and any interest associated with this Agreement may not be assigned, sublet or transferred by either party without the prior written consent of the other party; such consent not to be unreasonably withheld. Nothing contained herein shall be construed to prevent CONSULTANT from employing such independent consultants, associates and sub-consultants as CONSULTANT may deem appropriate to assist in the performance of the services hereunder.

Nothing herein shall be construed to give any rights or benefits arising from this Agreement to anyone other than CONSULTANT and CLIENT.

B). No Waiver or Modifications:

No waiver by CONSULTANT of any default shall operate as a waiver for any other default or be construed to be a waiver of the same default on a future occasion. No delay, course of dealing or omission on the part of CONSULTANT in exercising any right or remedy shall operate as a waiver thereof, and no single or partial exercise by CONSULTANT of any right or remedy shall preclude any other or further exercise of any right or remedy.

This Agreement, including all requests for additional services placed hereunder, express the entire understanding and agreement of the parties with reference to the subject matter hereof, and is a complete and exclusive statement of the terms of this Agreement, and no representations or agreements modifying or supplementing the terms of this Agreement shall be valid unless in writing, signed by persons authorized to sign agreements on behalf of both parties.

C). Governing Laws or Venue:

This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Florida. Venue for any litigation shall be Miami-Dade County, Florida.

By acceptance of this proposal, the signing person represents and warrants to the Surveyor, that it is authorized to enter and accept the proposal on behalf of Chisholm Architects Inc.

If acceptable, space is provided for an authorized signature. We will consider the return of the signed original letter as our legal contract and Notice to Proceed. By signing below, I APPROVE AND ACCEPT this letter as a legal contract and read and agree to the payment terms as set forth above.

By: \_\_\_\_\_  
(Authorized Signature)

Date: \_\_\_\_\_

\_\_\_\_\_  
(Typed or printed name)

Title: \_\_\_\_\_

**On behalf of J. Bonfill & Associates, Inc., I thank you for this opportunity to present this proposal for your consideration and look forward to your favorable response. In the interim, if there is anything we can do to be of service in this or any other matter, please do not hesitate to call me directly at 305.598.8383**

Sincerely yours,

\_\_\_\_\_  
**Marilyn Bonfill Sarasola, V, P.**



**Ardaman & Associates, Inc.**

Geotechnical, Environmental and  
Materials Consultants

2608 W 84 Street, Hialeah, FL 33016

PH 305-825-2683

Date: April 9<sup>th</sup>, 2026

Proposal No.: 26-0072

Mr. Matthew Polak AIA, LEED AP  
President/Project Director

R.E. Chisholm Architects, Inc  
7882 NW 42<sup>nd</sup> Ave, Suite 650  
Miami, FL 33126

**PROPOSAL FOR GEOTECHNICAL ENGINEERING SERVICES  
PROPOSED DRAINAGE  
FLAMINGO PARK  
PEMBROKE PINES**

In accordance with your request, we are pleased to submit our proposal to perform subsurface explorations and testing for the above project. The purpose of the exploration is to obtain exfiltration rate required for drainage design.

Six (6) South Florida Water Management District Exfiltration Test will be performed to obtain soil permeability values for the design of runoff water retention and detention facilities.

An engineering report will be prepared which will present the findings of our exploration and our recommendations for site preparation and foundation design.

Prior to the mobilization of our drilling equipment, we will notify Sunshine State One-Call of Florida Inc. (SSOCOF) of our planned exploration so that the affected utility companies can mark the location of buried utility lines in the proposed exploration areas. The locating process will require a lead time of 3 to 5 business days. We cannot take responsibility for damages to private underground lines, structures and/or underground services which do not subscribe to SSOCOF. Their locations should be provided by the client prior to commencement of the field work.

Ardaman & Associates, Inc. will not be responsible for repair, damage or lack of service to utilities caused by our drilling operations inside a private property on a utility not clearly marked by the utility company.

The estimated cost of our geotechnical services for this project is \$4,600.00. Full payment is due upon report completion. Upon receipt of payment, two (2) copies of the Geotechnical Report will be mailed out to the client. Additional copies have a fee of \$25.00 each.

Weather conditions permitting, we will start the field exploration program within five working days after receiving your authorization to proceed. We estimate that our field work will have a duration of 1 day. Our report preparation will require an additional 5 working days to complete.

Should we encounter conditions on the site that warrant more investigative effort than anticipated, we will inform you immediately.

This proposal is subject to the applicable General Conditions and to the following: (1) access to the test locations must be readily available to equipment, which requires clearance of 10 feet in height and 10 feet in width. The proposed boring locations must be free from obstacles such as trees, power lines, or other vehicles which may obstruct the test locations.

Please contact us if you should have any questions concerning the scope of work or the fee estimate.

If the terms above are acceptable to you, please return the enclosed Proposal Acceptance Form as an indication of your acceptance and authorization to proceed with the work. Please complete the payment responsibility section in its entirety and sign the bottom clearly to help us set up your file correctly.

Very truly yours,  
**ARDAMAN & ASSOCIATES, INC.**

A handwritten signature in blue ink, appearing to read "Evelio Horta".

Evelio Horta, Ph.D., P.E., G.E.  
Vice President



**PROPOSAL/PROJECT ACCEPTANCE AND AGREEMENT**

**PROJECT INFORMATION:**

Project Name Drainage Flamingo Park  
Project Location Pembroke Pines  
Proposal Number and Date Proposal 26-0072, April 9<sup>th</sup>, 2026  
Description of Services Geotechnical Engineering Services  
Estimated Fee \$4,600.00

**PROPERTY OWNER IDENTIFICATION:**

Name \_\_\_\_\_  
Property Identification Number \_\_\_\_\_  
Owner's Mailing Address \_\_\_\_\_  
City/State \_\_\_\_\_ Zip Code \_\_\_\_\_ Phone \_\_\_\_\_  
Attention \_\_\_\_\_ Title \_\_\_\_\_  
E-mail \_\_\_\_\_

**SPECIAL INSTRUCTIONS:**

**PAYMENT TERMS:**

Payment shall be due within 30 days after date of each periodic invoice. Interest at the rate of 18% per annum (or the highest rate allowable by law) shall accrue on all amounts not paid within 30 days after date of invoice. All attorney fees and expenses associated with collection of past due invoices will be paid by Client. Failure to timely pay any invoice shall constitute a waiver of any and all claims arising from or related to Ardaman & Associates, Inc.'s services, including but not limited to the services described in this Proposal.

**PROPOSAL ACCEPTANCE:**

By accepting this Proposal, the Terms and Conditions of this Proposal, including the Terms on this page, and Ardaman & Associates, Inc.'s General Conditions appearing on the following page of this Proposal, are incorporated herein by reference. In the event this Proposal Acceptance was received by facsimile, Client hereby confirms that the above described Proposal, the Terms and Conditions of this Proposal, including the Terms on this page, and Ardaman & Associates, Inc.'s General Conditions have been made available and are incorporated in this agreement.

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
(Print or type individual, firm or corporate body name)

\_\_\_\_\_  
(Signature of authorized representative)

\_\_\_\_\_  
(Print or type name of authorized representative and title)

## GENERAL CONDITIONS - FLORIDA

**Parties And Scope Of Work** – A&A shall include said company and any subsidiary or affiliate performing the Work. “Work” means the specific services to be performed by A&A as set forth in A&A’s proposal as well as any additional services requested or accepted by Client. “Client” refers to the person or business entity ordering the Work to be done by A&A. If the Client is ordering the Work on behalf of a third party or intends to provide A&A’s Work to induce a third party’s reliance, the Client shall disclose the identity of such third party to A&A in writing before the commencement of A&A’s Work hereunder. In the event Client fails to disclose the identity of such third party prior to commencement of A&A’s Work, A&A will owe no legal duty to such third party unless the third party negotiates and obtains a written reliance letter from A&A. Client agrees that A&A’s professional duties are specifically limited to the Work as set forth in A&A’s proposal. The Client assumes sole responsibility for determining whether the quantity and the nature of the Work ordered by the Client is adequate and sufficient for the Client’s intended purpose. A&A’s Work is for the exclusive use of Client. In no event shall A&A owe any legal duty to any third party (including, but not limited to, assignees, successors in interest, condominium associations, homeowner associations and subsequent purchasers) unless those third parties are disclosed by Client in accordance with this paragraph and those third parties accept these General Conditions.

**On-Call Services** – In the event A&A is retained to perform construction materials testing (“CMT”), including but not limited to proctor and soil density tests, concrete tests, etc., on an On-Call basis such that A&A is not retained to perform continuous observations of construction, Client assumes sole responsibility for determining the location and frequency of sampling and testing. In such On-Call testing, A&A’s test results are only representative of conditions at the test location and elevation, and different conditions may exist at other locations and other elevations. Furthermore, in the event Client fails to properly determine the location or frequency of sampling and testing, under no circumstances will A&A assume that duty by performing its CMT services.

**Right-of-Entry** – Unless otherwise agreed, Client will furnish right-of-entry on the property for A&A to make the planned borings, surveys, and/or explorations. A&A will take reasonable precautions to minimize damage to the property caused by its equipment and sampling procedures, but the cost of restoration or damage which may result from the planned operations is not included in the contracted amount.

**Damage to Existing Man-made Objects** – It shall be the responsibility of the Client to disclose the presence and accurate location of all hidden or obscure man-made objects relative to field tests, sampling, or boring locations. Client waives any claim against A&A arising from any damage to existing man-made objects.

**Limitation of Liability** - A&A shall perform services for Client in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of competent consultants practicing in the same or a similar locality as the project. In the event any portion of the services fails to comply with this obligation and A&A is promptly notified in writing prior to one year after completion of such portion of the services, A&A will re-perform such portion of the services, or if re-performance is impracticable, A&A will refund the amount of compensation paid to A&A for such portion of the services. In no event shall A&A be liable for any special, indirect, incidental, or consequential damages. The remedies set forth herein are exclusive and the total liability of A&A whether in contract, tort (including negligence whether sole or concurrent), or otherwise arising out of, connected with or resulting from any and all services provided by A&A, including but not limited to the Work, shall not exceed the total fees paid by Client or \$50,000.00, whichever is less.

**PURSUANT TO §558.0035, FLORIDA STATUTES, A&A’S INDIVIDUAL EMPLOYEES AND/OR AGENTS MAY NOT HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THEIR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT.**

**Sampling or Testing Location** – Unless specifically stated to the contrary, the unit fees included in this proposal do not include costs associated with professional land surveying of the site or the accurate horizontal and vertical locations of tests. Field tests or boring locations described in our report or shown on our sketches are based on specific information furnished to us by others or estimates made in the field by our technicians. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated in the report.

**Sample Handling and Retention** – Generally test samples or specimens are consumed and/or substantially altered during the conduct of tests and A&A, at its sole discretion, will dispose (subject to the following) of any remaining residue immediately upon completion of test unless required in writing by the Client to store or otherwise handle the samples. (a) NON HAZARDOUS SAMPLES: At Client’s written request, A&A will maintain preservable test samples and specimens or the residue therefrom for thirty (30) days after submission of A&A’s report to Client free of storage charges. After the initial 30 days and upon written request, A&A will retain test specimens or samples for a mutually acceptable storage charge and period of time. (b) HAZARDOUS OR POTENTIALLY HAZARDOUS SAMPLES: In the event that samples contain substances or constituents hazardous or detrimental to human health, safety or the environment as defined by federal, state or local statutes, regulations, or ordinances (“Hazardous Substances” and “Hazardous Constituents”, respectively), A&A will, after completion of testing and at Client’s expense: (i) return such samples to Client; (ii) using a manifest signed by Client as generator, will have such samples transported to a location selected by Client for final disposal. Client agrees to pay all costs associated with the storage, transport, and disposal of such samples. Client recognizes and agrees that A&A is acting as a bailee and at no time does A&A assume title of said waste.

**Discovery of Unanticipated Hazardous Materials** – Hazardous materials or certain types of hazardous materials may exist at a site where there is no reason to believe they could or should be present. A&A and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. A&A and Client also agree that the discovery of unanticipated hazardous materials may make it necessary for A&A to take immediate measures to protect health and safety. A&A agrees to notify Client as soon as practicable should unanticipated hazardous materials or suspected hazardous materials be encountered. Client encourages A&A to take any and all measures that, in A&A’s professional opinion, are justified to preserve and protect the health and safety of A&A’s personnel and the public. Client agrees to compensate A&A for the additional cost of working to protect employees’ and the public’s health and safety. In addition, Client waives any claim against A&A arising from A&A’s discovery of unanticipated hazardous materials or suspected hazardous materials.

**Indemnification** – Client agrees to defend, indemnify and save harmless A&A from all claims, including but not limited to negligence claims, suits, losses, personal injuries, death and property liability resulting from or related to A&A’s Work, whether such claims or damages are caused in whole or in part by A&A, and agrees to reimburse A&A for expenses in connection with any such claims or suits, including reasonable attorney’s fees. Client’s obligation to indemnify is limited to \$2 million per occurrence, which Client agrees bears a reasonable commercial relationship to the Work undertaken by A&A. Client further agrees that these general conditions are a part of the Work’s specifications or bid documents, if any. Client further agrees that its duty to defend is specifically severable from its duty to indemnify A&A as described herein.

**Assignment** – Client hereby agrees that this Agreement shall not be assignable by Client without A&A’s written consent.

**Legal Jurisdiction** – The parties agree that any litigation shall only be brought in a court of competent jurisdiction located in Orlando, Orange County, Florida. All causes of action, including but not limited to actions for indemnification and contribution, arising out of A&A’s Work shall be deemed to have accrued and the applicable statutes of limitation, which are unaltered by this provision, shall commence to run not later than the date of issuance of A&A’s final invoice for the Work. Each of the parties hereto irrevocably waives any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement.

**Compliance With Laws** - A&A shall perform its services consistent with sound professional practice and endeavor to incorporate laws, regulations, codes, guidance, and standards applicable at the time the work is performed. In the event that standards of practice change during the Project, A&A shall be entitled to additional compensation where additional services are needed to conform to the standard of practice. Both A&A and the Client shall abide by all local, state, and federal regulations

and laws, including all applicable anti-bribery and anti-fraud regulations and laws, the U.S. Foreign Corrupt Practices Act, UK Bribery Act of 2010 and Economic Crime and Corporate Transparency Act of 2023, Brazilian Clean Companies Act, Corruption of Foreign Public Officials Act, and other laws as may apply.

**Termination** - A&A may terminate this Agreement with cause for non-payment of invoices upon fourteen (14) days written notice.

**Force Majeure** - A&A shall not be held responsible for any delay or failure in performance caused by fire, flood, explosion, war, strike, embargo, government requirement, civil or military authority, acts of God, act or omission of subcontractors, carrier, clients or other similar causes beyond its control.

**Drafting and Severability** – This Agreement has been drafted by all Parties hereto and shall not be construed against one Party or in favor of any other Party. In the event that any provision of this Agreement is held invalid, the remainder of this Agreement shall be fully enforceable.

9/25-CONDO