



DULAND DESIGN

May 7, 2026

Mr. Juan Justiniano

email: jjustiniano@justinarc.com

Justin Architects
2400 E. Commercial Blvd, Suite 201
Ft Lauderdale, FL 33308

Re: Landscape Site Plan and Permit Set – 102 NW 5th Ave, Delray Beach

Dear Mr. Justiniano,

Thank you for the opportunity to present this proposal for Landscape Architectural Services for Delray CRA property located at 102 NW 5th Ave, Delray Beach, Florida. We are enthusiastic about working with you and your team to contribute to this project and to conform to City of Delray Beach's landscape requirements.

PROJECT DESCRIPTION

Based on the information provided, it is our understanding that the property is in the process of pursuing Class I Site Plan approval and further, a building permit. The total site area is approximately 0.46 acres with currently one parcel with an existing building to remain and two vacant parcels to be developed into a parking lot. The extent of DULAND DESIGN services will be to provide all drawings and documentation required for Site Plan submittal and to submit for building permit related to landscape design.

SCOPE OF SERVICES

Site Plan Approval Landscape Submittal Set

We will work in coordination with you and your team to study in detail the configuration, scale and relationship between site elements, architecture, existing tree canopies in the vicinity of the site, site plan and site context, as well as landscape code requirement. During this process, we may suggest and/or discuss with your team for a site plan layout study and review for landscape code compliance, and best landscape design practices as related to site plan. Once we agree on the final site plan, it will be used as the basis for the landscape design for the property.

We will prepare a signed and sealed landscape submittal set to the City for Site Plan approval. This set will be prepared to meet the City's landscape requirements. DULAND DESIGN is not responsible for the site plan, and we will try to provide landscape design solutions based on the site plan to meet the code requirement to the best of our ability.

This signed and sealed landscape Site Plan submittal set will include the following.

1. Planting Plans – Quantity, size, and description of the following:
 - Trees, shrubs, and groundcovers
 - Soil mixes
 - Planting details
 - Specifications

As part of this task and the fee proposed below, DULAND DESIGN will attend all presentation meetings/submittals to the City as well as team coordination meetings.

Additional data needed from you includes electronic document in both PDF and AutoCAD formats for recent survey of the property with location of existing trees, topography, existing utilities (including overhead wires), existing perimeter walls, proposed detailed site plan with site lighting layout, building floor plans, elevations, proposed grading plan, proposed utility plan, as-built irrigation and landscape plans and any other additional information of the project that may be available.

Landscape Permit Set/Construction Documents/Permitting

Based on DRC approved drawings, we will proceed to prepare Construction Documents for Bidding and Building Permit.

This phase of work includes mainly coordination and revisions necessary based on final site plan revisions, coordination with lighting, underground and above ground utilities proposed as well as irrigation design.

We will prepare a signed and sealed landscape permit set for submittal to the City for approval. This set will be prepared to meet the City's landscape requirements. This set of documents will also be sufficient for bidding and construction.

This signed and sealed landscape Permit Set submittal set will include the following.

1. Planting Plans – Quantity, size, and description of the following:
 - Trees, shrubs, and groundcovers
 - Soil mixes
 - Planting details
 - Specifications
2. Irrigation Plans – these plans shall be used for bidding, permitting and construction to include the actual irrigation system layout, a list of materials, specifications, and typical installation details.

It is assumed that this set of drawings will be used to obtain development approvals as required. We further assume the Site Plan, Architectural Design or Civil will not have substantial design change after SP approval. If further drawings or substantial revisions are required for agency approvals including building permits, DULAND DESIGN will provide these as Additional Services.

As part of this task and the fee proposed below, DULAND DESIGN will attend all presentation meetings/submittals to the City as well as team coordination meetings.

This proposal includes one round of revisions through the Site Plan Approval process. If Minor Changes are required to the plans after one review cycle for the Site Plan submittals, we will prepare a second revised set of drawings to reflect these Minor Changes. Any additional modifications or Major Changes required to the plans after one review cycle will constitute Additional Services.

Please note that Minor Changes as additions and/or deletion of notes, specifications, details, or otherwise subtle adjustments in the work product are included in the reference fee amount below. Major Changes as may be required by the Owner/Client, City or other Governmental Agencies are considered Additional Services and will be billed based on hourly basis at rates as stated in attached Rate Schedule. DULAND DESIGN reserves the right to determine what constitutes a Minor versus a Major Change.

Estimated timeline for the initial submittal is one and a half (1.5) weeks after we receive all required based information noted above. Estimated timeline for the revisions submittals is one (1) week after we receive all required revised/updated base information from all other disciplines.

Bidding Assistance (on Timecard not to exceed)

DULAND DESIGN will develop a **detailed Schedule of Values (SOV)** with a clear breakdown of line items and associated pricing for the landscape scope. Note that this would be an Opinion of Probably Construction Cost serving as an independent baseline for the Owner to evaluate contractor bids.

DULAND DESIGN will be available during this phase to assist you with bidding and negotiation of a Contract for Construction with qualified contractor(s). We will answer questions during the bid phase and issue addenda and clarifications as required. We can also assist in bid review and contractor interviews as necessary. We will provide this phase of service on a timecard basis as per our Rate Schedule.

Construction Observation (on Timecard not to exceed)

The construction phase will commence with the award of the contract for construction. DULAND DESIGN services shall be oriented toward reviewing the progress of construction, specifically design and aesthetics of the site work described above, and preparing written documents advising the Owner of the items which appear to need correction. DULAND DESIGN will assist the Owner and contractor with the interpretation of the requirements of the Construction Documents and shall render interpretations necessary for the proper execution of the work with reasonable promptness.

DULAND DESIGN shall also review and take appropriate action upon the contractor's submittals, such as shop drawings, product data, and samples, but only for conformance with the design concept and with the information given in the Construction Documents. DULAND DESIGN will not be responsible for construction means, methods, techniques, sequences, or procedures, for safety precautions and programs in connection with the work, or for the acts or omissions of the contractor.

The Client will have a field supervisor to coordinate and administrate the construction. DULAND DESIGN will provide the following during this phase:

1. One (1) site visit at 25% landscape installation completion to observe construction progress and report to the Client.
2. One (1) substantial completion walk-through.
3. Prepare a punch list of items to be corrected and/or completed for final inspection.
4. One (1) final inspection of completed construction.
5. Issuance of Landscape Certification Letter once the final inspection is deemed satisfactory.

Additional Services

Additional Services shall be considered for those services related to making revisions or additions to drawings, specifications, or other documents outlined when such revisions are inconsistent with instructions previously given, or those services which are in addition to the Scope of Services outlined in this Agreement. Time spent during the construction phase to correct, clarify, or redesign due to error or omissions of DULAND DESIGN shall be performed at no additional cost. Likewise, time spent addressing program or design changes by the Owner or operator, or major field revisions caused by construction issues of other disciplines, shall be considered for additional services. Additional Services will be provided if requested and authorized by the Owner.

PURSUANT TO SECTION 558.0035(1)(c), FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF DULAND DESIGN LLC MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE. Note: The (increased) font size of the above statement is in accordance with Florida Statutes requirements.

COMPENSATION

For the tasks above, we propose the following fees:

- | | |
|--|--------------------------------|
| 1. SP Landscape Submittal Set | \$ 4,800 |
| 2. SP Review - One Review Cycle Comments | \$ 650 |
| 3. Construction Documents/Permitting | \$ 2,500 |
| 4. Bidding Assistance | \$ 950 Time Card not to exceed |

5. Construction Observation	\$ 1,980 Time Card not to exceed
6. Additional Services	Time Card as per Billing Rate

TOTAL \$ 10,880

This proposal is valid for 30 days from date of issuance.

The above proposed fee includes two copies of signed and sealed landscape permit set for submittal. We can provide additional copies as necessary and production costs will be billed as reimbursable expenses as outlined in General Terms & Conditions. On projects of this nature, we request a retainer of \$ 2,720.

Progress invoices will be billed at milestones and a pro-rated retainer to be applied to each invoice.

In addition to professional fees outlined in this agreement, the Client shall pay all out-of-pocket expenses which are defined as actual expenditures made by DULAND DESIGN, their employees, and/or professional consultants in the interest of the project as defined in General Terms and Conditions, will be billed at actual cost incurred plus a 10% Administrative Fee.

If the above meets with your understanding and approval, please sign a copy of this proposal, and return it with a deposit check or direct bank wire, which will serve as our authorization to proceed. If you feel modifications to this proposal are required, please do not hesitate to call us. We very much look forward to working together on this project.

Sincerely,



Chang Du

Principal

Attachments: General Terms and Conditions and Rate Schedule

Cc: Carlos Justiniano cjustiniano@justinarc.com

APPROVED and ACCEPTED on this _____ day of _____, 2026.

By: _____



April 3, 2026

Justin Architects
2400 E. Commercial Blvd, Suite 201
Fort Lauderdale, FL 33308

Attn: Mr. Carlos Justiniano, Vice President – RA, NCARB
Email: cjustiniano@justinarc.com

RE: **Proposal for Geotechnical Services**
Percolation Test
102 NW 5th Ave
Delray Beach, Florida 33444
TSFGeo Proposal No. 2604-251

Dear Carlos:

As requested, **TSFGeo** is pleased to submit this proposal for the above-referenced project. Based on our understanding of the project, the proposed construction will consist of improvements at 102 NW 5th Ave, Delray Beach, Florida 33444. This proposal includes an outline of our proposed scope of work, an estimate of the total fees, and our anticipated schedule for completion of the work.

PROPOSED SCOPE OF WORK

As requested, the following field testing will be performed:

Table 1 – Proposed Field Testing	
Location	Proposed Services
Parking Area	- One (1) Bore Hole Permeability (BHP) test per South Florida Water Management District (SFWMD) standard.

Prior to drilling at the project site, TSFGeo will notify the local utility companies and request that underground utilities be marked (Sunshine State One Call). **Our experience, however, is that the utility companies will not mark privately owned utilities. Our proposal assumes that the Client or Park will locate private/park utility lines, if any, in the field or clear boring locations**

of utility conflicts prior to mobilization of the drill rig. TSFGeo can recommend a utility line locating service upon request.

Boring will be approximately located in the field by our drilling personnel by measuring distances with a tape from known reference points.

Upon completion of the field exploration, some laboratory testing and visual classifications will be performed on selected samples.

A data report will be issued that contains the percolation test results (K-value).

ESTIMATED FEES

It is proposed that the fee for the performance of the services outlined above is determined on a **lump sum** price basis and that the work be performed pursuant to TSFGeo's General Conditions enclosed herewith and incorporated into this proposal. On the basis of the proposed quantities, our **lump sum** fee for the proposed geotechnical services will be **\$2,900.00**.

The above estimate assumes that the site is open and accessible to our truck-mounted drill rig. Our estimate covers the work needed to provide drilling services and geotechnical report. Not included are clearing to access boring locations, reports, reviews of foundation drawings, preparation of construction specifications, special conferences and any other work requested after submittal of our report.

SCHEDULE AND AUTHORIZATION

TSFGeo will proceed with the work after receipt of a signed copy of this proposal. With our present schedule, we can commence work within a few days of project approval (weather permitting and permit approval) and after utilities have been cleared. The fieldwork is expected to take 1 day to complete, depending on accessibility of the site. The data report can be submitted about 1 week after completion of the field exploration. Verbal preliminary results can be made to appropriate parties prior to submittal of the written report.

We at TSFGeo appreciate the opportunity to submit this proposal and look forward to working with you on this project. If you should have any questions concerning our proposal, please contact our office.

Respectfully submitted,

TSFGeo



Ramakumar Vedula, P.E.
Principal Engineer



Esvard Janvier
Staff Engineer

Attachments:

General Conditions
Site Location

AUTHORIZED BY:	INVOICE TO:
Name:	Firm:
Title:	Name:
Date:	Address:
	Phone :

**Proposal for Geotechnical Services
Percolation Test**

TSFGeo's General Conditions

1. **SCOPE OF WORK:** Work means the specific geotechnical, analytical, testing or other service to be performed by Tierra South Florida, Inc. (TSFGeo) as set forth in TSFGeo's proposal, Client's acceptance of the scope of work and these General Conditions. Additional work ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the work to be done by TSFGeo. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of TSFGeo's work. TSFGeo shall have no duty or obligation to any third party greater than that set forth in TSFGeo's proposal, Client's acceptance of TSFGeo's proposal and these General Conditions. The ordering of work from TSFGeo, or the reliance on any of TSFGeo's work, shall represent acceptance of the terms of TSFGeo's proposal and these General Conditions, regardless of the terms of any subsequently issued document.
2. **RIGHT-OF-ENTRY** -The client will provide right-of-entry for TSFGeo and all necessary equipment in order to complete the work. While TSFGeo will take all reasonable precautions to minimize any damage to the property, it is understood by Client that in the normal course of work some damage may occur; the correction of which is not part of this agreement.
3. **DAMAGE TO EXISTING MAN-MADE OBJECTS** -The Client, will provide the location of all underground utilities or obstructions to TSFGeo who, in the prosecution of their work, will take all reasonable precautions to avoid damage or injury to any such subterranean structure or utility. The Owner agrees to hold TSFGeo harmless for any damages to subterranean structures which are not called to TSFGeo's attention and correctly shown on the plans furnished and will reimburse TSFGeo for any expenses in connection with any claims or suits including reasonable attorney fees at the trial and appellate levels.
4. **IN-PLACE MATERIALS TESTING** - TSFGeo will not be responsible for repair or damage to portions of structures designated for in-place materials testing. Repairs can be made for aesthetic reasons if requested in advance of the work to be performed. The cost for labor and materials would be charged.
5. **SAMPLE RETENTION** - TSFGeo will retain all soil and rock samples obtained for geotechnical explorations for 30 days. Samples subjected to Construction Materials and Laboratory testing are disposed of subsequent to testing. Further storage or transfer of samples can be made at Client's expense upon written authorization.
6. **DEFINITION OF RESPONSIBILITY (OBSERVATION SERVICES)** - The presence of our field representative will be for the purpose of providing observation and field testing. Our work does not include supervision or direction of the actual work of the contractor, his employees or agents. The contractor for this project should be so advised.
 - 6.1. The Contractor should also be informed that neither the presence of our field representative or the observation and testing by our firm shall excuse him in any way for defects discovered in his work. It is understood that TSFGeo will not be responsible for the Contractor's job or site safety on his project. That will be the sole responsibility of the contractor.
7. **STANDARD OF CARE** -Service performed by TSFGeo under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other warranty, expressed or implied, is made.
 - 7.1. Client recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys or explorations are made by TSFGeo and that the data, interpretations and recommendations of TSFGeo are based solely on the information available to it. TSFGeo shall not be responsible for the interpretation by others of information developed.
8. **ORAL AGREEMENTS** -No oral agreement, guarantee, promise, representation or warranty shall be binding.
9. **OWNERSHIP OF DOCUMENTS** -All reports, boring logs, field data and notes, laboratory test data, calculations, estimates and other documents prepared by TSFGeo, as instruments of service, shall remain the property of TSFGeo until final payment is received and a letter of copyright transfer been executed.
10. **BASIS OF PAYMENT** -Payment is due within 30 days of date of invoice. Payments not made when due shall bear interest at eighteen (18) percent annum or at the maximum rate allowed by law from the date of the invoice until same is paid.
 - 10.1. If the Client fails to make any payment due to TSFGeo for service and/or expenses within 60 days of date of invoice, TSFGeo may, after giving seven days' written notice to Client, suspend services until all outstanding amounts have been paid to TSFGeo in full. Further, TSFGeo may, in addition to withholding services, or singularly, withhold reports, plans and other documents not paid in full by the Client. In the event that final payment for completed work is not made, TSFGeo shall request that all copyrighted documents which were submitted to client be returned and all information used in project plans be removed from project documents.
 - 10.2. In the event it is necessary to take legal action to effect collection, whether or not litigation is commenced, the Client agrees to reimburse TSFGeo for expenses in connection with any claims or suits, including reasonable attorney's fees, including but not limited to the trial and appellate levels.
 - 10.3. This contract shall be governed by the laws of the State of Florida.
11. **CONSTRUCTION REVIEW** - TSFGeo cannot accept responsibility for any design work unless the work includes services for construction review to determine whether or not the work performed is in substantial compliance with TSFGeo's conclusions and recommendations.
12. **INDEMNIFICATION** -TSFGeo agrees to hold harmless and indemnify Client from and against liability arising out of TSFGeo's negligent performance of the work. Client agrees to indemnify and hold TSFGeo harmless from all liability including all costs, attorney's fees and expenses of defense for any claims by any other person or corporation which may arise out of the performance or breach of this contract for which TSFGeo was not solely negligent.
13. **LIMITATION OF LIABILITY** -The Client/Owner agrees to limit TSFGeo's liability for negligent professional acts, errors or omissions, such that the total aggregate liability of TSFGeo shall not exceed \$50,000 or the total fee for the services rendered on this project; whichever is greater. The Owner further agrees to require the contractor and his subcontractors a similar limitation of liability suffered by the contractor or the subcontractors arising from TSFGeo's negligent professional acts, errors or omissions.
 - 13.1. If Client prefers to have higher limits on professional liability, TSFGeo agrees to increase the limits up to a maximum of \$1,000,000 upon Client's written request at the time of accepting our proposal provided that Client agrees to pay an additional consideration of 5 percent of our total fee. The additional charge for the higher liability limits is because of the greater risk assumed and is not strictly a charge for additional professional liability insurance.
14. **INSURANCE** -TSFGeo represents that it and its agents, staff and consultants employed by it are protected by Worker's Compensation insurance and Employer's Liability Insurance in conformance with applicable state laws. TSFGeo has such coverage under public liability and property damage insurance policies that TSFGeo deems to be adequate. A Certificate of Insurance can be supplied evidencing such coverage upon request.
 - 14.1. Within the limits and conditions of such insurance, TSFGeo agrees to indemnify and save client harmless from and against any loss, damage or liability arising from any negligent acts by TSFGeo, its agents, staff and consultants employed by it. TSFGeo shall not be responsible for any loss, damage or liability beyond the amounts, limits and considerations of such insurance. TSFGeo shall not be responsible for any loss, damage or liability arising from any acts by clients, its agents, staff and other consultants employed by it.
 - 14.2. Cost of the above coverage is included in our quoted fees. If additional coverage or increased limits of liability are required, TSFGeo will endeavor to obtain the requested insurance and charge separately for costs associated with additional coverage or increased limits.
15. **TERMINATION** -This agreement may be terminated by either party upon seven days written notice in the event of substantial failure by the other party to perform in accordance with the terms thereof. Such termination shall not be effective if the substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, TSFGeo shall be paid for services performed to the termination notice date plus reasonable termination expenses.
 - 15.1. In the event of termination or suspension for more than three months, prior to completion of all reports contemplated by this Agreement, TSFGeo may complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs for TSFGeo in completing such analyses, records and reports.
16. **CLIENT'S OBLIGATION TO NOTIFY TSFGeo** - Client represents and warrants that it has advised TSFGeo of any known or suspected hazardous materials or conditions, utility lines and pollutants at any site at which TSFGeo is to do work hereunder, and unless TSFGeo has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, Client agrees to defend, indemnify and save TSFGeo harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to TSFGeo's performance of its work and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to TSFGeo by Client.
17. **HAZARDOUS MATERIALS** -This agreement shall not be interpreted as requiring TSFGeo to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants.

Initial _____

Site Location

