

June 6, 2022

Sofia Snead
Palm Beach Christian Preparatory School
5208 Haverhill Road
Greenacre, FL 33463

Ryan Carlson
Gast Construction Group, Inc.
333 Southern Blvd., Unit 102
West Palm Beach, FL 33405

Re: Project Proposal – Palm Beach Christian Preparatory School Traffic Study Update

Dear Mr. Carlson and Ms. Snead:

We are pleased to submit the scope and budget for the preparation of an updated traffic study to support Palm Beach Christian Preparatory School, located at the northeast quadrant of the Haverhill Road and Nautica Isles Boulevard intersection, in the City of Greenacres. The site currently consists of 2 single-family homes. The proposal is to construct a 100-student high school and a 4,763 sqft of place of worship.

The scope of work is developed based on our understanding of the development application requirements, our conversations with you, and the methodologies deployed for previously studies for similar tasks. The study will be completed in accordance with the requirements in the *Traffic Performance Standards (TPS)* adopted by Palm Beach County.

The scope of work includes a traffic study for the development documenting the trip generation, trip distribution, project significance, level-of-service (LOS) assessments, and driveway assessment required by Palm Beach County, as well as meetings and coordination with City of Greenacres and/or Palm Beach County.

We propose to conduct the work on a time-and-material basis. Our estimate for the cost to be ~~\$10,000~~. The fees are billed monthly at *via planning, inc.* staff loaded bill rates, as shown below:

Project Manager: \$240/hour

Engineering Associate: \$135/hour

Transportation Analyst: \$120/hour

Transportation Intern: \$90/hour

This estimate does not include any additional traffic data collection which may be required. It is understood that all traffic volumes will be obtained from Palm Beach County and/or the Client. No additional data collection will be conducted by *via planning, inc.* unless otherwise requested

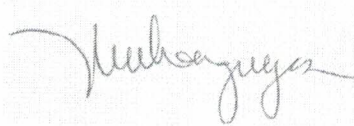
as an out-of-scope item. Additional traffic data collection, if required, will be billed at cost to the Client. The detailed scope of work is included in Exhibit "A". Once the budget is reached, no additional work shall be performed unless we receive budget amendment authorization from you.

Please review this proposal at your earliest convenience. If this proposal is satisfactory, please return a signed copy, and a fully executed copy will be returned for your records. The executed contract will serve as Notice to Proceed (NTP).

Schedule: The draft traffic study will be completed three (3) weeks from the receipt of the NTP.

Please give me a call with any questions you may have.

Sincerely,
via planning, inc.

A handwritten signature in black ink, appearing to read "Thuha Nguyen Lyew". The signature is written in a cursive, flowing style.

Thuha Nguyen Lyew, PE, PTOE

Exhibit "A" – Scope of Work

Traffic Study (Budget: \$10,000)

1. Confirm daily, AM, and PM gross trip generation, pass-by, internal and net new trip for the proposed development based on the Palm Beach County Trip Generation Rates table, Institute of Transportation Engineers (ITE) Trip Generation Manual 10th Edition including pass-by and internal trip reductions, and information provided by the Client.
2. Confirm project trip distribution and trip assignment.
3. Update a "significant test" table with all the links within the radius of influence, based on the criteria set forth by Palm Beach County's *TPS*.
4. Conduct LOS assessment per Palm Beach County's *TPS*, if needed.
5. Conduct driveway analysis at the proposed driveways.
6. Conduct queueing analysis at the entrance(s) and exit(s) during the morning site-generated peak hour.
7. Identify needed improvement(s) to adequately address the impacts resulted from the proposed development.
8. Prepare a draft report documenting findings from analysis.
9. Meet with Palm Beach County staff and/or their consultant to discuss review comments, if any.
10. Prepare up to two (2) rounds of revisions, and prepare a final report, addressing comments from the City and County staff and/or consultant.

This scope does not include traffic data collection, and preparatory or attendance time for any public hearings or additional meetings. All requests for additional traffic data collection, presentations and meetings of this nature will be accommodated on a time-and-materials basis and will be considered out-of-scope work.

PROFESSIONAL SERVICES AGREEMENT

This professional services agreement ("Agreement") sets forth the terms between *via planning, inc.* and *Palm Beach Christian Preparatory School* having an address at 5208 Haverhill Road, Greenacre, FL 33463 ("CLIENT") with regard to the performance of services described in Exhibit "A" (the "Services").

Compensation

CLIENT agrees on the compensation for the performance of the Services by *via planning, inc.* as stated below unless modified by way of a fully executed contract amendment.

Description	Compensation Method	Compensation Amount
Traffic Statement	Time and Material	\$10,000

via planning, inc. staff is defined as all permanent and temporary employees, as well as any and all contract labor of *via planning, inc.* Unless the compensation method is on a lump sum or fixed fee basis, all *via planning, inc.* staff time spent for the performance of the Services will be billed at *via planning, inc.*'s standard billing rates at the time of performing the Services. Standard billing rates are subject to annual revision. If the compensation method is on a lump sum or fixed fee basis, the performance of the Services will be billed based on percent complete.

Payment

Monthly invoices will be issued by *via planning, inc.* for all services performed under the terms of this Agreement. A retainer, if applicable, will be required in advance of start of work and will be credited to the final invoice(s) of this project. Invoices are due and payable within 30 days of receipt. CLIENT must notify *via planning, inc.*'s Project Manager or Billing Analyst, in writing, within said time frame if there are any disputed amounts. CLIENT must still pay undisputed invoiced amounts. Remainder will be due once disputed amount is resolved and agreed upon. Interest at the rate of 5 percent per month will be charged on all past due amounts, unless not permitted by law, in which case, interest will be charged at the highest amount permitted by law. Interest charges are in addition to the fixed ceiling for the contract. CLIENT'S failure to make payments to *via planning, inc.* before invoice is 90 days past due shall constitute a material breach of this agreement and *via planning, inc.* shall have the option to withhold services until paid, or to terminate this Agreement. Legal action will be taken on unpaid invoices that are over 120 days overdue.

Reimbursement

Unless the compensation method is on a lump sum or fixed fee basis, CLIENT agrees to reimburse *via planning, inc.* for all actual reasonable and necessary expenditures, incurred on or directly for the CLIENT'S project, including but not limited to expenses related to travel (i.e., airfare, lodging, temporary housing, meals, parking, taxis, mileage at the current IRS-allowed rates, etc.),

telephone calls, and postal expenditures. Reimbursement for automobiles, meals and lodging, and any other expenses furnished by commercial sources shall be the actual charges.

Term

This Agreement shall be effective on the date of this Agreement, and shall continue in full force and effect until the completion of the Services.

Termination

Either CLIENT or *via planning, inc.* may terminate this Agreement for its convenience by giving a thirty (30) days written notice to the other party. Upon any termination, the CLIENT shall promptly pay *via planning, inc.* for all services rendered and costs incurred up to and including the effective date of termination.

Limitation of Liability

In recognition of the relative risks and benefits of the Services, CLIENT agrees that *via planning inc.*'s aggregate joint, several and individual liability, whether for breach of contract, breach of warranty, negligence, professional malpractice or strict liability shall be limited to an amount no greater than two (2) times the total compensation received by *via planning, inc.* under this Agreement. Neither *via planning, inc.* nor any of its employees, affiliates, agents, officers, directors, or shareholders shall be liable for any indirect, punitive, consequential, or exemplary damages of any nature, including, but not limited to fines, penalties, lost profits, whether said claim is based upon contract, warranty, tort (including negligence and strict liability) or any other theory of law. This provision shall survive the termination or expiration of this Agreement.

Limitation of Remedy

CLIENT agrees that CLIENT will not, under any circumstances, bring a lawsuit or claim against *via planning, inc.*'s employees, affiliates, agents, officers, directors or shareholders and that CLIENT's sole remedy shall be against *via planning, inc.* This provision shall survive the termination or expiration of this Agreement.

Indemnification

To the maximum extent permitted by law, CLIENT and *via planning, inc.* shall indemnify, reimburse, and hold harmless the other party, and its respective employees, affiliates, agents, officers, directors or shareholders from and against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, and reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, and its respective employees, affiliates, agents, officers, directors or shareholders that occurs in connection with this Agreement. This indemnification shall survive the termination or expiration of the Agreement.

Ownership of Documents

via planning, inc. is deemed the sole author and owner of its documents and other instruments of the Services, and will retain all common law, statutory, and other reserved rights, including copyrights. *via planning, inc.* grants CLIENT a license to use the documents and instruments of the Service for the purpose of constructing, occupying and maintaining the project. Reuse or modification of any such documents and instruments by CLIENT, without *via planning, inc.*'s written permission, shall be at CLIENT's own sole risk and CLIENT agrees to indemnify and hold harmless *via planning, inc.* from all claims, damages and expenses, including attorney's fees, related to the reuse or modification by CLIENT or others acting through CLIENT.

Electronic Documents

If *via planning, inc.* provides CLIENT any documents or other instruments of service in electronic form ("Electronic Documents"), acceptance and use of the Electronic Documents by CLIENT shall be at CLIENT's sole risk and CLIENT shall:

- a. Waive and covenant not to sue *via planning, inc.* alleging any inaccuracy or defect of the Electronic Documents.
- b. Agree that *via planning, inc.* makes no representation with regard to the compatibility of the Electronic Documents with CLIENT'S software or hardware.
- c. Indemnify, hold harmless, reimburse and defend *via planning, inc.* from, for and against any claim, damage, liability, or cost, including attorneys' fees that may arise from CLIENT'S use of the Electronic Documents or any subsequent modification of the Electronic Documents by any person or entity.

Dispute Resolution

In the event of a dispute arises out of or in connection with this Agreement, CLIENT and *via planning, inc.* will attempt to resolve the dispute through good faith negotiations. If the dispute is not resolved within a reasonable period, then any or all outstanding issues shall be resolved by non-binding mediation in accordance with any statutory rules of mediation. At the option of CLIENT, pending final resolution of a dispute hereunder, *via planning, inc.* shall continue diligently with the performance of the Services under this Agreement.

Time Bar to Legal Action

All legal actions by either party against the other arising out of or in any way connected with this Agreement or the Services to be performed hereunder shall be barred and under no circumstances shall any such legal action be initiated by either party after the shorter of: three (3) years or the State's applicable statute of limitations calculated from the date the Services herein is completed unless this Agreement shall be terminated earlier, in which case the date of termination of this Agreement shall be the date on which such period shall commence.

Additional Insured

CLIENT and *via planning, inc.* shall cause its general liability insurers to name each other as an additional insured and shall require CLIENT'S Contractors performing work on this project to name *via planning, inc.* as an additional insured on their general liability and umbrella/excess insurance policies.

Standard of Performance

via planning, inc. shall perform the Services under this Agreement in a professional manner, to the level of competency currently maintained by other practicing professional engineers performing the same type of work, and consistent with prevailing industry standards and practices. *via planning, inc.* makes no warranty, guaranty, or assurance, express or implied that *via planning, inc.*'s work will yield or accomplish a perfect or particular outcome for the project.

Cost Estimate

Any cost estimates provided by *via planning, inc.* during the performance of the Services will be on a basis of experience and judgment. However, *via planning, inc.* has no control over market conditions or bidding procedures and therefore cannot warrant that bids, construction or other project costs will not vary from these cost estimates.

Entire Agreement

This Agreement constitutes the complete agreement and sets forth the entire understanding and agreement of the parties as to the subject matter of this Agreement and supersedes all prior discussions and understandings in respect to the subject of this Agreement, whether written or oral.

Amendment

Any amendment or modification of this Agreement or additional obligation assumed by CLIENT or *via planning, inc.* in connection with this Agreement will only be binding if evidenced in writing signed by each party or an authorized representative of each party.

Waiver of Breach

The waiver by either party of a breach, default, delay or omission of any of the provisions of this Agreement by the other party shall not be construed as a waiver of any subsequent breach of the same or other provisions.

Severability

In the event that any of the provisions of this Agreement are held to be illegal, invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the illegal, invalid or unenforceable parts severed from the remainder of this

No Third Party Rights

To the maximum extent permitted by law, no third party is an intended beneficiary of this Agreement, no third party shall have any right to enforce any term of this Agreement, and no third party shall have any right in, to, or arising out of, the Services performed by *via planning, inc.*

Currency

Except as otherwise provided in this Agreement, all monetary amount referred to in this Agreement are in USD (US Dollars).

Governing Law

This Agreement shall be governed by the laws of the State of Florida.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement as of this 9 day of June, 2022.

via planning, inc.

Palm Beach Christian Preparatory School

Signature

Signature

Printed Name

Printed Name

Title

Title

[Handwritten Signature]

Sofia Sneed

Co. Owner
