

**Board of County Commissioners  
SEMINOLE COUNTY, FLORIDA**

**BASIC AGREEMENT  
NUMBER M-2599-19/RTB**

Agreement Title: Architectural/Engineering Services for Fire Station 11

Consultant/Contractor: C.T. HSU & Associates, P.A.  
Address: 820 Irma Ave.  
Orlando, FL 32803

**ATTACHMENTS TO THIS AGREEMENT:**

- ☒ supplemental conditions - Exhibit "A"  
☒ scope of services - Exhibit "B"  
☒ rate/fee schedule – Exhibit "C"  
☐ drawings/plans/specifications  
☐ special conditions (Sole Source form) – Exhibit "D"

**METHOD OF COMPENSATION:**

- ☒ fixed fee basis  
☐ time basis-not-to-exceed  
☐ time basis-limitation of funds  
☐ retainage shall be withheld

TIME FOR COMPLETION: The services to be provided by the CONSULTANT/CONTRACTOR shall commence upon execution of this Agreement by the parties and shall be completed within by **January 31, 2021**. Failure to meet the completion date shall be grounds for Termination of this Agreement for Default.

Agreement Amount: **TWO HUNDRED FORTY-NINE THOUSAND ONE HUNDRED NINETY-SEVEN AND 00/100 DOLLARS (\$249,197.00).**

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for the purposes stated herein.

(THIS SECTION TO BE COMPLETED BY THE COUNTY)

**ATTEST:**

C.T. HSU & Associates, P.A.

\_\_\_\_\_  
, Secretary

By: \_\_\_\_\_  
C.T. Hsu, President

(CORPORATE SEAL)

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

\*\*\*\*\*  
**WITNESSES:**

**BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA**

\_\_\_\_\_  
(Procurement Analyst)

By: \_\_\_\_\_  
Ray Hooper, Purchasing and Contracts Manager

\_\_\_\_\_  
(Procurement Analyst)

Date: \_\_\_\_\_  
As authorized for execution by the Board of County Commissioners at their \_\_\_\_\_ 20\_\_\_\_, regular meeting.

**OC # 812599 ON # \_\_\_\_\_**

## **AGREEMENT GENERAL TERMS AND CONDITIONS**

**SECTION 1. INTRODUCTION.** These General Terms and Conditions are amended or supplemented by the Supplementary Conditions attached hereto and incorporated as Exhibit "A".

**SECTION 2. SERVICES.** The COUNTY does hereby retain the CONSULTANT/CONTRACTOR to furnish those services and perform those tasks as further described in the Scope of Services attached hereto and incorporated herein as Exhibit "B".

**SECTION 3. METHOD OF COMPENSATION.** Compensation for the services to be provided by the CONSULTANT/CONTRACTOR are attached hereto and incorporated as Exhibit "C". If the compensation is based on:

(a) **FIXED FEE BASIS**, then the Agreement Amount becomes the Fixed Fee Amount and the CONSULTANT/CONTRACTOR shall perform all work required by this Agreement for the Fixed Fee Amount. The Fixed Fee is an all-inclusive Firm Fixed Price binding the CONSULTANT/CONTRACTOR to complete the work for the Fixed Fee Amount regardless of the costs of performance. The work to be performed by the CONSULTANT/CONTRACTOR shall be based on the Labor Hour Rates established in Exhibit "C" of this Agreement. In no event shall the CONSULTANT/CONTRACTOR be paid more than the Fixed Fee Amount.

(b) **TIME BASIS WITH A NOT-TO-EXCEED AMOUNT**, then the Agreement Amount becomes the Not-to-Exceed Amount and the CONSULTANT/CONTRACTOR shall perform all the work required by this Agreement for a sum not exceeding the Not-to-Exceed Amount. In no event is the CONSULTANT/CONTRACTOR authorized to incur expenses exceeding the not-to-exceed amount without the express written consent of the COUNTY. Such consent will normally be in the form of an amendment to this Agreement. The CONSULTANT/CONTRACTOR'S compensation shall be based on the actual work required by this Agreement and the Labor Hour Rates established in Exhibit "C" of this Agreement. Only the Labor Rates provided as of the date of the CONSULTANT/CONTRACTOR'S price proposal attached hereto as Exhibit "C" shall remain in effect for this project.

(c) **TIME BASIS WITH A LIMITATION OF FUNDS AMOUNT**, then the Agreement Amount becomes the Limitation of Funds amount and the CONSULTANT/CONTRACTOR is not authorized to exceed the Limitation of Funds amount without prior written approval of the COUNTY. Such approval, if given by the COUNTY, shall indicate a new Limitation of Funds amount. The CONSULTANT/CONTRACTOR shall advise the COUNTY whenever the CONSULTANT/CONTRACTOR has incurred expenses on this Agreement that equals or exceeds eighty percent (80%) of the Limitation of Funds amount. The CONSULTANT/CONTRACTOR'S compensation shall be based on the actual work required by this Agreement and the Labor Hour Rates established in Exhibit "C" of this Agreement. Only the Labor Rates provided as of the date of the CONSULTANT/CONTRACTOR'S price proposal attached hereto as Exhibit "C" shall remain in effect for this project.

(d) The CONSULTANT/CONTRACTOR may utilize labor categories that are not included in the attached fee proposal. If a substitution is necessary, the work shall be completed within the approved Time Basis (Not-To-Exceed or Limitation of Funds) Work Order Amount, and in no event shall the Agreement Amount be modified as a result of any changes in labor categories. The CONSULTANT/CONTRACTOR shall submit a written request to the COUNTY'S PROJECT MANAGER for approval of any substitution prior to the utilization of any labor category for service, and the COUNTY PROJECT MANAGER'S approval of any substitution must take place prior to submission of the invoice. Any approved labor category substitution shall be in effect on the date of the County's approval for any substitution.

### **SECTION 4. PAYMENT:**

(a) Payments shall be made to the CONSULTANT/CONTRACTOR when requested as work progresses for services furnished, but not more than once monthly. The CONSULTANT/CONTRACTOR may invoice amount due

based on the total required services actually performed and accepted. Upon review and approval of the CONSULTANT/CONTRACTOR'S invoice, the COUNTY shall, within thirty days of receipt of invoice, pay the CONSULTANT/CONTRACTOR.

(b) At the end of each month, the CONSULTANT/CONTRACTOR shall render to the COUNTY a properly dated, itemized invoice that includes, but not limited to, the following:

- (1) The name and address of the CONSULTANT/CONTRACTOR.
- (2) The Agreement number.
- (3) A complete and accurate time record of services performed by the CONSULTANT/CONTRACTOR during the month for which the COUNTY is billed.
- (4) A description of the services rendered in (3) above with sufficient detail to identify the exact nature of the work performed; and
- (5) Such other information as may be required by this Agreement or requested by the COUNTY from time to time.

The original invoice shall be sent to:

**Director of County Finance  
Seminole County Board of County Commissioners  
Post Office Box 8080  
Sanford, Florida 32772**

(c) A duplicate copy of the invoice shall be sent to the address specified in Section 4 of the SUPPLEMENTARY CONDITIONS (Exhibit "A").

(d) Payment shall be made after review and approval by the COUNTY within thirty (30) days of receipt of a proper invoice from the CONSULTANT/CONTRACTOR.

### **SECTION 5. AUDIT OF RECORDS.**

(a) The COUNTY may perform or have performed an audit of the records of the CONSULTANT/CONTRACTOR after final payment to support final payment hereunder. This audit would be performed at a time mutually agreeable to the CONSULTANT/CONTRACTOR and the COUNTY subsequent to the close of the final fiscal period in which the last work is performed. Total compensation to the CONSULTANT/CONTRACTOR may be determined subsequent to an audit as provided for in subsection (b) and of this Section, and the total compensation so determined shall be used to calculate final payment to the CONSULTANT/CONTRACTOR. Conduct of this audit shall not delay final payment as required by Section 4(d).

(b) The CONSULTANT/CONTRACTOR agrees to maintain all books, documents, papers, accounting records and other evidences pertaining to work performed under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at the CONSULTANT/CONTRACTOR'S office at all reasonable times during the Agreement period and for five (5) years from the date of final payment under the Agreement for audit or inspection as provided for in subsection (a) of this Section.

(c) In the event any audit or inspection conducted after final payment, but within the period provided in subsection (b) of this Section reveals any overpayment by the COUNTY under the terms of the Agreement, the CONSULTANT/CONTRACTOR shall refund such overpayment to the COUNTY within thirty (30) days of notice by the COUNTY.

### **SECTION 6. RESPONSIBILITY OF CONSULTANT/CONTRACTOR.**

(a) The CONSULTANT/CONTRACTOR shall be responsible for the professional quality, technical accuracy and the coordination of all deliverables, including but not limited to, plans, studies, reports and other services furnished by the CONSULTANT/CONTRACTOR under this Agreement. The CONSULTANT/CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in his services.

(b) Neither the COUNTY'S review, approval or acceptance of, nor payment for, any of the services required shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and the CONSULTANT/CONTRACTOR shall be and remain liable to the COUNTY in accordance with applicable law for all

damages to the COUNTY caused by the CONSULTANT/CONTRACTOR'S performance of any of the services furnished under this Agreement.

**SECTION 7. OWNERSHIP OF DOCUMENTS.** All deliverables, including but not limited to, reference data, survey data, plans and reports that result from the CONSULTANT'S/CONTRACTOR'S services under this Agreement shall become the property of the COUNTY after final payment for the specific service provided is made to the CONSULTANT/CONTRACTOR. No changes or revisions to the documents furnished by the CONSULTANT/CONTRACTOR shall be made by the COUNTY or its agents without the written approval of the CONSULTANT/CONTRACTOR.

**SECTION 8. TERM.** This Agreement shall take effect on the date of its execution by the COUNTY and expires upon final delivery, inspection, acceptance, and release of the final payments and encumbrances of the last approved amount of this Agreement, unless terminated earlier in accordance with the termination provisions in Section 9.

**SECTION 9. TERMINATION.**

(a) The COUNTY may, by written notice to the CONSULTANT/CONTRACTOR, terminate this Agreement, in whole or in part, at any time, either for the COUNTY'S convenience or because of the failure of the CONSULTANT/CONTRACTOR to fulfill the CONSULTANT/CONTRACTOR'S Agreement obligations. Upon receipt of such notice, the CONSULTANT/CONTRACTOR shall:

(1) Immediately discontinue all services affected unless the notice directs otherwise; and

(2) Deliver to the COUNTY all plans, studies, reports, estimates, summaries, and such other information and materials as may have been accumulated by the CONSULTANT/CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of the COUNTY, the CONSULTANT/CONTRACTOR shall be paid compensation for acceptable services performed to the date of termination. The CONSULTANT/CONTRACTOR shall be paid no more than a percentage of any Fixed Fee amount equivalent to the percentage of the completion of work contemplated by the Agreement.

(c) If the termination is due to the failure of the CONSULTANT/CONTRACTOR to fulfill their Agreement obligations, the COUNTY may take over the work and prosecute the same to completion by Agreement or otherwise. In such case, the CONSULTANT/CONTRACTOR shall be liable to the COUNTY for reasonable additional costs occasioned to the COUNTY thereby. The CONSULTANT/CONTRACTOR shall not be liable for such additional costs if the failure to perform the Agreement arises out of causes beyond the control and without the fault or negligence of the CONSULTANT/CONTRACTOR. Such causes may include, but are not limited to, acts of God or of the public enemy, acts of the COUNTY in either its sovereign or Contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond the control and without the fault or negligence of the CONSULTANT/CONTRACTOR.

(d) If, after notice of termination for failure to fulfill Agreement obligations, it is determined that the CONSULTANT/CONTRACTOR had not so failed, the termination shall be deemed to have been effected for the convenience of the COUNTY. In such event, adjustment in the Agreement price shall be made as provided in subsection (b) of this Section.

(e) The rights and remedies of the COUNTY provided in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

**SECTION 10. EQUAL OPPORTUNITY EMPLOYMENT.** The CONSULTANT/CONTRACTOR/CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and will take steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, age, national origin or disability. This provision shall include, but not be limited to, the following: employment, upgrading,

demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

**SECTION 11. NO CONTINGENT FEES.** The CONSULTANT/CONTRACTOR warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for the CONSULTANT/CONTRACTOR, to solicit or secure this Agreement and that CONSULTANT/CONTRACTOR has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bona fide employee working solely for the CONSULTANT/CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the COUNTY shall have the right to terminate the Agreement at its discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

**SECTION 12. ASSIGNMENT.** This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties hereto without prior written consent of the opposite party and only by a document of equal dignity herewith.

**SECTION 13. SUB-CONSULTANTS/CONTRACTORS.** In the event CONSULTANT/CONTRACTOR, during the course of the work under this Agreement, requires the services of any sub-CONSULTANTS/CONTRACTORS or other professional associates in connection with service covered by this Agreement, the CONSULTANT/CONTRACTOR must secure the prior written approval of the COUNTY. If sub-CONSULTANTS/CONTRACTORS or other professional associates are required in connection with the services covered by this Agreement, the CONSULTANT/CONTRACTOR shall remain fully responsible for the services of sub-CONSULTANTS/CONTRACTORS or other professional associates.

**SECTION 14. INDEMNIFICATION OF THE COUNTY.** The CONSULTANT/CONTRACTOR agrees to hold harmless, replace, and indemnify the COUNTY, its commissioners, officers, employees, and agents against any and all claim, losses, damages or lawsuits for damages, arising from, allegedly arising from, or related to the provision of services hereunder by the CONSULTANT/CONTRACTOR, whether caused by the CONSULTANT/CONTRACTOR or otherwise. This hold harmless, release and indemnification shall include any claim based on negligence, action or inaction of the parties.

**SECTION 15. INSURANCE.**

(a) General. The CONSULTANT/CONTRACTOR shall at the CONSULTANT'S/CONTRACTOR'S own cost, procure insurance as required under this Section unless otherwise specified under the Supplementary Conditions (Exhibit "A"). In addition, the CONSULTANT/CONTRACTOR shall procure insurance in the amounts specified in the Supplementary Conditions (Exhibit "A")

(1) The CONSULTANT/CONTRACTOR shall furnish the COUNTY with a Certificate of Insurance on a current ACORD Form, using a current ACORD Form, signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability, Commercial General Liability and Auto). The COUNTY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy. The Certificate of Insurance shall provide that the COUNTY shall be given, by policy endorsement, not less than thirty (30) days written notice prior to the cancellation or non renewal. Until such time as the insurance is no longer required to be maintained by the CONSULTANT/CONTRACTOR, the CONSULTANT/CONTRACTOR shall provide the COUNTY with a renewal or replacement Certificate of Insurance not less than ten (10) days before expiration or replacement of the insurance for which a previous certificate has been provided.

(2) The Certificate shall contain a statement that it is being provided in accordance with the Agreement and that the insurance is in full compliance with the Insurance requirements of the Agreement. **The Certificate shall have this Agreement number clearly marked on its face.**

(3) In addition to providing the Certificate of Insurance, if required by the COUNTY, the CONSULTANT/CONTRACTOR shall, within thirty (30) days after receipt of the request, provide the COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section. Certified copies of policies may only be provided by the Insurer, not the Agent/Broker.

(4) Neither approval by the COUNTY or failure to disapprove the insurance furnished by the CONSULTANT/CONTRACTOR shall relieve the CONSULTANT/CONTRACTOR of the CONSULTANT'S/CONTRACTOR'S full responsibility for performance of any obligation including the CONSULTANT'S/CONTRACTOR'S indemnification of the COUNTY under this Agreement.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies other than Workers' Compensation must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida.

(2) In addition, such companies shall have and maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: A) lose its Certificate of Authority, or B) fail to maintain the requisite Best's Rating and Financial Size Category, the CONSULTANT/CONTRACTOR shall, as soon as the CONSULTANT/CONTRACTOR has knowledge of any such circumstance, immediately notify the COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as the CONSULTANT/CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to the COUNTY the CONSULTANT/CONTRACTOR shall be deemed to be in default of this Agreement.

#### **SECTION 16. ALTERNATIVE DISPUTE RESOLUTION (ADR).**

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust the COUNTY'S ADR procedures prior to filing suit or otherwise pursuing legal remedies. Agreement claims include all controversies, except disputes addressed by the "Prompt Payment Procedures," arising under this Agreement and ADR procedures therefore are set forth in Section 3.5540, "Contract Claims," Seminole County Administrative Code.

(b) The CONSULTANT/CONTRACTOR agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in the COUNTY'S ADR procedures set forth in subsection (a) above of which the CONSULTANT/CONTRACTOR had knowledge and failed to present during the COUNTY'S ADR procedures.

(c) In the event that the COUNTY'S ADR procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

#### **SECTION 17. REPRESENTATIVE OF THE COUNTY AND CONSULTANT/CONTRACTOR.**

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. The COUNTY, upon request by the CONSULTANT/CONTRACTOR, shall designate in writing and shall advise the CONSULTANT/CONTRACTOR in writing of one (1) or more the COUNTY employees to whom all communications pertaining to the day-to-day conduct of the Agreement shall be addressed. The designated representative(s) shall have the authority to transmit instructions, receive information and interpret and define the COUNTY'S policy and decisions pertinent to the work covered by this Agreement.

(b) The CONSULTANT/CONTRACTOR shall, at all times during the normal work week, designate or appoint one or more representatives of the

CONSULTANT/CONTRACTOR who are authorized to act on behalf of the CONSULTANT/CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep the COUNTY continually advised of such designation.

**SECTION 18. ALL PRIOR AGREEMENTS SUPERSEDED.** This document incorporates and includes all prior negotiations, correspondence, conversations, Agreements or understandings applicable to the matters contained herein and the parties agree that there are not commitments, Agreements or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements, whether oral or written.

#### **SECTION 19. MODIFICATIONS, AMENDMENTS OR ALTERATIONS.**

No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

**SECTION 20. INDEPENDENT CONSULTANT/CONTRACTOR.** It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of copartners between the parties, or as constituting the CONSULTANT/CONTRACTOR including its officers, employees, and agents, the agent, representative, or employee of the COUNTY for any purpose, or in any manner, whatsoever. The CONSULTANT/CONTRACTOR is to be and shall remain an independent the CONSULTANT/CONTRACTOR with respect to all services performed under this Agreement.

**SECTION 21. EMPLOYEE STATUS.** Persons employed by the CONSULTANT/CONTRACTOR in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the COUNTY'S officers and employees either by operation of law or by the COUNTY.

**SECTION 22. SERVICES NOT PROVIDED FOR.** No claim for services furnished by the CONSULTANT/CONTRACTOR not specifically provided for herein shall be honored by the COUNTY.

**SECTION 23. PUBLIC RECORDS LAW.** The CONSULTANT/CONTRACTOR acknowledges the COUNTY'S obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. The CONSULTANT/CONTRACTOR acknowledges that the COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

**SECTION 24. RIGHTS AT LAW RETAINED.** The rights and remedies of the COUNTY, provided for under this Agreement, are in addition to any other rights and remedies provided by law.

**SECTION 25. COMPLIANCE WITH LAWS AND REGULATIONS.** In providing all services pursuant to this Agreement, the CONSULTANT/CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to the CONSULTANT/CONTRACTOR.

#### **SECTION 26. CONFLICT OF INTEREST.**

(a) The CONSULTANT/CONTRACTOR agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the COUNTY or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

(b) The CONSULTANT/CONTRACTOR hereby certifies that no officer, agent

or employee of the COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%) either directly or indirectly, in the business of the CONSULTANT/CONTRACTOR to be conducted here, and that no such person shall have any such interest at any time during the term of this Agreement.

(c) Pursuant to Section 216.347, Florida Statutes, the CONSULTANT/CONTRACTOR hereby agrees that monies received from the COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal Agency.

## SUPPLEMENTARY CONDITIONS

**SECTION 1. INTRODUCTION.** These Supplementary Conditions amend or supplement the General Conditions and other provisions of the Agreement Documents as indicated below.

### SECTION 2. WORK PERFORMED BY CONSULTANT/CONTRACTOR.

The CONSULTANT/CONTRACTOR must perform at least **51%** of the total Work as measured by cost (Equipment and labor) within his own organization and excluding Material costs. A failure of the CONSULTANT/CONTRACTOR to perform the required percentage of Work within his own organization constitutes a Material breach of this Agreement.

### SECTION 3. EMERGENCY PHONE NUMBERS:

Seminole County Public Works Engineering (407) 665-5714  
Seminole County Purchasing and Contracts (407) 665-7116

**SECTION 4. DUPLICATE INVOICE:** A duplicate copy of the invoice shall be sent to:

Seminole County Public Works Engineering Division  
Address: 100 East First Street  
Sanford, FL 32771

**SECTION 5. NOTICES.** Whenever either party desires to give notice unto the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to wit:

FOR COUNTY: (refer to Section 4 – Duplicate Invoice)  
FOR CONSULTANT/CONTRACTOR: 820 Irma Avenue  
Address: Orlando, FL 32803

### SECTION 6. INSURANCE SPECIFICATIONS.

(a) Without limiting any of the other obligations or liability of the CONSULTANT/CONTRACTOR, the CONSULTANT/CONTRACTOR shall, at the CONSULTANT'S/CONTRACTOR'S sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this Section. Except as otherwise specified in the Agreement, the insurance shall become effective upon execution of the Agreement by the CONSULTANT/CONTRACTOR and shall be maintained in force until the Agreement completion date. **The Insurance Certificate shall have this Agreement number clearly marked on its face.**

Failure by the CONSULTANT to maintain insurance coverage within the stated period and in compliance with the Insurance requirements of the COUNTY shall constitute a material breach of the Agreement, for which this Agreement may be immediately terminated by the COUNTY. The amounts and types of insurance shall conform to the following minimum requirements. The Certificate of Insurance shall be on a signed current ACORD form.

(b) Certificate of Insurance shall be on a signed current ACORD form. The insurance provided by the CONSULTANT/CONTRACTOR pursuant to this Agreement shall apply on a primary and non-contributory basis and any other insurance or self-insurance maintained by the COUNTY or the COUNTY'S officials, officers, or employees shall be excess of and not contributing with the insurance provided by or on behalf of the CONSULTANT/CONTRACTOR.

(c) Occurrence Basis. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy must either be on an occurrence basis, or, if a claims-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

(d) Obligations. Compliance with the following insurance requirements shall not relieve the CONSULTANT/CONTRACTOR, its

employees or agents of liability from any obligation under a Section or any other portions of this Agreement.

#### (1) Workers' Compensation/Employer's Liability.

(A) The CONSULTANT'S/CONTRACTOR'S insurance shall cover the CONSULTANT/CONTRACTOR for liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. The CONSULTANT/CONTRACTOR will also be responsible for procuring proper proof of coverage from its sub-CONSULTANTS/CONTRACTORS of every tier for liability which is a result of a Workers' Compensation injury to the sub-CONSULTANT'S/CONTRACTOR'S employees. The minimum required limits to be provided by both the CONSULTANT/CONTRACTOR and its sub-CONSULTANTS/CONTRACTORS are outlined in subsection (C) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act and any other applicable Federal or State law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation Policy shall be:

#### LIMITS

\$500,000	(Each Accident)
\$500,000	(Disease-Policy Limit)
\$500,000	(Disease-Each Employee)

#### (2) Commercial General Liability.

(A) The CONSULTANT'S/CONTRACTOR'S insurance shall cover the CONSULTANT/CONTRACTOR for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability.

(B) The minimum limits to be maintained by the CONSULTANT/CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

#### LIMITS

General Aggregate	Two (2) Times the Each Occurrence Limit
Personal & Advertising	\$1,000,000
Products/Completed Operations Aggregate	\$1,000,000
Each Occurrence Limit	\$1,000,000

**(3) Professional Liability Insurance.** The CONSULTANT/CONTRACTOR shall carry limits of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00).

#### (4) Business Auto Policy.

(A) The CONSULTANT'S/CONTRACTOR'S insurance shall cover the CONSULTANT/CONTRACTOR for those sources of liability which would be covered by Part IV of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned and hired autos or any autos.

(B) The minimum limits to be maintained by the CONSULTANT/CONTRACTOR (inclusive of any amounts provided by an umbrella or Excess policy) shall be per accident combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, the CONSULTANT/CONTRACTOR shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the Work under the Agreement Documents. The separate aggregate limits to be maintained by the CONSULTANT/CONTRACTOR shall be a minimum of three times the per accident limit required and shall apply separately to each policy year or part thereof.

#### LIMITS

Each Occurrence Bodily Injury and Property	
Damage Liability Combined	\$1,000,000
	<u>Occurrence Limit</u>



**C.T. HSU + ASSOCIATES, P.A.**  
*ARCHITECTURE ■ PLANNING ■ INTERIOR DESIGN*  
*ORLANDO*

June 11, 2019

Mr. Ray Hooper, CPCM  
Purchasing and Contracts Manager  
Resource Management, Purchasing and Contracts Division  
Seminole County Florida Government  
1301 East Second Street  
Sanford, FL 32771-1468

[rhooper@seminolecountyfl.gov](mailto:rhooper@seminolecountyfl.gov)

**RE: Estimated FEE PROPOSAL for Seminole County Approval – Final w/Backup.  
Architectural/Engineering Services for Fire Station 11 – on Altamonte Springs Sites.**

Dear Ray,

Thank you for the opportunity to submit this estimated fee proposal and schedule for the Re-Use of Fire Station 29 Plans on the proposed new site in Altamonte Springs at 2721 S. Ronald Reagan Blvd. Our comprehensive design services proposal is based upon the Team Meeting with Seminole County on Monday, June 3, 2019 in Public Works conference room at 9:30am with Chief Oakes and Jean Jreij regarding the potential for transfer/purchase of adjoining parcel to the north (1821 30 50 800000 710) owned by DOT. We have included additional time for CTHA CA PM to provide construction oversight for the Seminole County PM. Our initial estimated design fee may be subject of course to modification pending further clarification of FDOT pond agreement and modifications and direction by the Seminole County Project Manager/ Public Works, and Procurement Offices.

**I. SCOPE OF SERVICES**

The C.T. Hsu + Associates (CTH+A) Team will provide design, permit, bid assist, and construction administration services for the Re-Use of Fire Station 29 plans and specifications and comply with the current code (FBC 2017 6<sup>th</sup> Edition) and the Permitting Requirements under the City of Altamonte Springs, as reviewed and coordinated with Seminole County Staff and Project Manager.

**A. Design Services will include:**

**Construction Documents Phase** (drawings and specifications): develop Site/Civil/Permitting, and update Architectural, Structural, Mechanical, Electrical, Plumbing, Fire Protection, and Landscape Architecture. The Site/Civil team will provide for Pre-DRC, DRC and FDOT submittals (as required) and permitting requirements under the City of Altamonte Springs and FDOT pond realignment. Permit documents will be submitted under the FBC 2017, 6<sup>th</sup> edition of the Florida Building Code. Design Documents to be submitted at 90% phase for review by the County Project Manager and Staff.

**Bidding, Permitting, and Negotiation Phase:**

Team will assist with the Bid process and respond to all bid questions on the drawings and specifications prepared by the Design Team and coordinate with the County PM and Procurement Offices. The County shall prepare the Division 00 General Requirements and Contract for the Project. The Design Team will submit building permit sets upon County approval and respond to all permit review comments for approval by Altamonte Springs Building Department. Design Team will review and recommend acceptable, qualified low bid for approval by the County.

**Construction Administration Phase:**

All plans and specifications will be the property of Seminole County. C.T. Hsu + Associates will represent Seminole County in the design and construction of the project. CA/PM services will include (reviewing pay applications, schedules, substitution requests, site visits, shop drawings and submittal review, RFI response, and close-out documents) The additional construction oversight on the project as requested by Seminole County will include the following services:

- A. Hold weekly meetings with the contractor and the County PM and provide a report on a weekly basis during the construction phases. At the meetings the CTHA Construction representative will discuss the budget, time, schedule, utilities, and coordination with all agencies, any deficiencies, change orders, pay apps, inspections, liquidated damages, building inspections issues, other construction issues, etc. The CA-PM will prepare meeting minutes and distribute to all including sending it to the County PM for review and approval of all time and budget decisions.
- B. Make sure that the building construction is being implemented in accordance with the reviewed plans and specifications.
- C. Review submittals to make sure that the provided materials are in accordance with what was agreed on during the design phase.
- D. Review substitution requests, schedule, perform site visits, inspections, review shop drawings, RFI, pay apps, negotiate change orders to make sure the costs are reasonable and recommend approval, etc.
- E. Review the submitted schedule and its critical path and monitor the Contractor's schedule during the construction period.
- F. Quality Assurance: Perform weekly site visits to observe the constructed components of the building and assure the construction activities are progressing in accordance with the plans.
- G. Project close out to include reviewing the Contractor's Red-Line markups and preparation of electronic Record Documents and delivery of all O&M Manuals and Warranty Documents.
- H. For utility pipes the General Contractor shall provide all proposed invert elevations for the review with the Design Team and coordination with the County PM in compliance with shop drawings, submittals prior to placing the work and per design drawings and specifications.

**Qualifications and Assumptions:**

The proposed site parcels for transfer/purchase from FDOT will be reviewed and confirmed by the Seminole County PM and Procurement Office prior to Notice to Proceed to Design.

The Current Phase I Environmental reports impacts, and recommendations will be reviewed and published/distributed by the Seminole county PM and Procurement Office.

For the Design Team to commence work to meet the Client's requested schedule, the Design Team requests early authorization from the County to proceed topographic and boundary surveys and geotechnical work for both the Fire Station site and the FDOT pond sites upon approval of this letter. This prior authorization is critical to meeting the surveying and site work tasks prior to starting site civil design work.

The current (existing building and equipment on site) will be contracted for demolition and removal by the Seminole County Public Works and Procurement Offices under a separate purchase order. This work order can proceed as soon as possible under the direction of Public Works and Contracting. The demolition work scope should include the existing building, utilities, equipment and pavements.

Any required Environmental Clean-up and mitigation will be coordinated and completed by Seminole County PM and Procurement Office as part of the site(s) due diligence and documentation of cleanup with the City of Altamonte Springs and Seminole County.

The required FDOT transaction and agreement for transfer, modification and permitting of the pond realignment will be provided by Seminole County Public Works Office prior to commencement of design.



C.T. HSU + ASSOCIATES, P.A.



The current record documents (published December 30, 2018) will be directly re-used as the baseline for design for Fire Station 11 with the following exceptions:

- Design Team to design the Exhaust/ducting for Kitchen Hood System (design to include design of exhaust system with routing through the exterior wall – review details with Owner in 90% set).
- Design Team will incorporate the approved change order revisions from Fire Station 29 into the final design documents for Fire Station 11 (with review by the Owner at 90% phase). All revisions will be reviewed/coordinated in a meeting with the County PM.
- Any other design changes requested will be reviewed and considered as candidates for additional services as reviewed and/or approved by the Seminole County PM and Procurement Office.

Fire Sprinkler / fire protection engineering will consist of performance specifications and design drawings depicting locations, sizes and capacities of piping and systems. This is the design intent included in the 100% permit documents. The fire sprinkler design and permit documents will conform to Florida Administrative Code 61-G. The design team and City Building Department will review and approve Contractors Detailed shop drawings (signed/sealed by registered Florida Fire Protection Engineer).

Information, Communication Technology Systems (i.e. voice/data, CATV, access control, first-in alarm systems, etc.) scope of work shall consist of design of empty raceways with pull-string (conduit and junction boxes). Wiring, cabling and connections will be by Seminole County.

Final Drawings will be provided in AutoCAD version 2016 and PDF files.

All permit applications will be completed by the design team and will be provided to the County PM for approval, signatures, and permit fees (site permitting and building permit shall be provided by the Owner). The DRC process will be coordinated through the City of Altamonte Springs – Pre DRC and all project design project Meetings will be coordinated by the Design Team and coordinated with Seminole County PM. The design team will prepare all civil plans, storm drainage plans, storm structures, design of storm-water retention pond, sanitary lines, water lines, irrigation lines, grease trap (if required), oil water separator, design of concrete pavement, signage and pavement markings, and obtain all permits to construct the project with the City of Altamonte Springs, SJRWMD, and FDOT.

**Exclusions:**

- ROW permit;
- Environmental Services (*to be provided by the Owner as required prior to construction NTP*)
- Audio Visual systems are excluded from this proposal.
- Detailed construction cost estimating is not included; probable estimated costs for similar fire station project may be approximately \$3.4 million for building and site work. Not including demolition of existing buildings and Owner soft costs and/or markups for escalation and contingencies for 2019 construction. Additional services for detailed construction cost estimates may be added to this proposal as directed by the County.
- LEED V4 Services, Assistance and Commissioning are not included in this proposal.
- Signalization/Traffic Engineering is not included in this proposal.
- Renderings and models are not included in the proposal.
- Threshold Inspection services are not included in the proposal.

**II. COMPENSATION**

CTH+A Team proposes to provide the architectural and engineering services described herein for a total fee of \$249,197.00 (Two Hundred Forty-Nine Thousand One Hundred Ninety-Seven Dollars), as follows:

**A. 3 Bay Drive Thru Fire Station 11 Project**

1. Design and Construction Administration/PM (Arch./Mech./Structural)	\$168,157.00
2. Site Civil/Landscape/Site Lighting Services :	\$ 77,270.00
3. Reimbursable (printing & FDEP Permit Exemptions) :	\$ 3,770.00
Total Estimated Fee	\$249,197.00



C.T. HSU + ASSOCIATES, P.A.

### III. TIME SCHEDULE – ESTIMATED Proposed Schedule:

We expect to complete the scope of work for the project in approximate timeframe as follows:  
County Board of Commissioners – Seminole County Contract Approval: NTP – June 25, 2019:

Seminole County confirm and publish Agreement w/FDOT	2 weeks – June 11 to 25
Updated Site Surveys/Geotechnical results	3 weeks – June 25 to July 12
Design Update and Re-Use Package (90% CD documents)	8 weeks – July 15 to Sept. 6
Owner Review	2 weeks – Sept.9 to Sept.20
Pre DRC through Altamonte Springs	4 weeks – June 24 to July 19
DRC / FDOT through Altamonte Springs/FDOT	8 weeks – July 22 to Sept. 16
Site Permit approvals	4 weeks – Sept. to Oct. 21
Building Permit Submittal (100% CDs)	2 weeks – Sept. 23 to Sept.30
100% Drawings/Specs to Seminole County	Oct. 1, 2019.
Permit Review and Response	3 weeks – Oct. 1 to Oct. 21
Seminole County Bid Process	8 weeks. – Oct. 1 Nov. 30
Bid Award	Dec. 10, 2019.
NTP/Mobilize / Site Work	1 week – Jan. 6 to Jan. 10, 2020
Construction (9 months)	36 weeks – Jan. 6 to Sept. 9, 2020
Substantial Completion	Sept. 9, 2020
Final Completion / Move in	Nov. 9 / Dec. 2020.

We are, as you know, extremely excited about this project and are eager to begin taking your public safety vision for the County a step closer to reality. If you need additional information, please do not hesitate to contact our office. We look forward to working with you on this important undertaking.

Sincerely,

C. T. HSU + ASSOCIATES, P.A.



C.T. Hsu, FAIA  
President

cc: File (PF/MF/CR)  
Tim McNicholas, AIA  
Jim Hughes, AIA



# Exhibit B: FEE QUOTATION PROPOSAL - Fire Station 11 Project - Altamonte Springs Sites - LS Fee

Date: June 11, 2019

Project Name: Seminole County Fire Stations - Station 11 - Design and CA Fee

Name of Firm: C. T. Hsu + Associates, P. A.

ACTIVITY	Principal		Project Mgr.		Project Architect		Architect		Construction Admin		Clerical		Basic Activity \$ Amount	Manhrs by Activity	Avg Hly Rate
	Man Hrs	Hrly Rate	Man Hrs	Hrly Rate	Man Hrs	Hrly Rate	Man Hrs	Hrly Rate	Man Hrs	Hrly Rate	Man Hrs	Hrly Rate			
I. Program / Schematic Design Phase	0	\$209.15	0	\$146.39	0	\$110.00	0	\$83.67	0	\$83.67	0	\$69.72	\$0	0	#DIV/0!
II. Design Development Phase	0	\$209.15	8	\$146.39	8	\$110.00	8	\$83.67	0	\$83.67	8	\$69.72	\$3,278	32	\$102.45
III. Construction Document Phase	0	\$209.15	75	\$146.39	190	\$110.00	272	\$83.67	0	\$83.67	60	\$69.72	\$58,821	597	\$98.53
IV. Bidding / Negotiation Phase	0	\$209.15	24	\$146.39	8	\$110.00	8	\$83.67	0	\$83.67	8	\$69.72	\$5,620	48	\$117.09
V. Construction Administration Phase	0	\$209.15	68	\$146.39	24	\$110.00	40	\$83.67	435	\$83.67	73	\$69.72	\$57,427	640	\$89.73
	0		175		230		328		435		149		\$125,147	1,317	\$95.02

## TOTAL Not To Exceed FEE BREAKDOWN BY ACTIVITY

II. Schematic Design Phase	\$ -	0.00%
III. Design Development	\$ -	0.00%
IV. Construction Document	\$ -	0.00%
V. Bidding / Negotiation I	\$ -	0.00%
VI. Construction Adminstru	\$ -	0.00%

TOTAL Not To Exceed FEE \$ - 0.00%

## TOTAL Not To Exceed FEE COMPUTATIONS

Total Manhours 1,317 x Avg. Hourly Rate \$95.02

\* Fee Subtotal 1,317 x \$95.02 \$ 125,147

(d) Out-of-Pocket Expense (Consultants)	\$ -
(e) Misc. Expense (printing - incl in design fee)	\$ 120,280
	\$ 3,770.00
<b>Subtotal</b>	<b>\$ 125,147</b>

TOTAL LUMP SUM FEE \$ 249,197

## GRAND TOTAL

\$ 249,197



I certify that the labor classification rates above are true and accurate.

Name: James R. Hughes, AIA  
Title: Principal

**Seminole County  
Fire Station No. 11**

Contract No. PS-000/RTB

**Exhibit B.1**

**FEE QUOTATION**

**Sub Consultants - Estimated**

7-Jun-19

**CONSULTANTS [Excluding Expenses]**

<b>Firms</b>	<b>Proposed Fee</b>
* TLC Structural Engineering, Inc.	\$13,010.00
SGM Engineering - MEPFP	\$30,000.00
LAM Civil Engineering, Inc.	\$53,270.00
LAM Civil - Landscape Sub	\$5,750.00
LAM Civil - Surveys Sub	\$4,800.00
LAM Civil - Geotech Sub	\$5,650.00
LAM Civil - Site Lighting Sub	\$1,800.00
LAM Civil - Mobility Study (estimate Not to Exceed)	\$6,000.00
<b>TOTAL</b>	<b>\$120,280.00</b>

\* FOR BACKUP - REFER TO SUBCONSULTANT  
PROPOSAL LETTERS - ATTACHED.

*JKD 6/11/19*



TLC - Structural

Date: June 10, 2019

**Exhibit B: FEE QUOTATION PROPOSAL - Structural Design-CA fee**  
**Project Name: Seminole County Fire Station 11 - Altamonte Springs Site**  
**Name of Firm: TLC Engineering for Architecture**

ACTIVITY	Principal Engineer		Project Engineer		Designer		Clerical		Not Used		Activity \$ Amount	Manhrs by Activity	Avg Hry Rate
	Man Hrs	Hry Rate	Man Hrs	Hry Rate	Man Hrs	Hry Rate	Man Hrs	Hry Rate	Man Hrs	Hry Rate			
I. Pre - design site visit	0	\$175.00	0	\$120.00	0	\$95.00	0	\$95.00	0	\$0.00	\$0.00		#DIV/0!
II. Field Investigation and existing drawing review	0	\$175.00	0	\$120.00	0	\$95.00	0	\$95.00	0	\$0.00	\$0.00	0	#DIV/0!
III. Structural concept drawing and review meeting	0	\$175.00	0	\$120.00	0	\$95.00	0	\$95.00	0	\$0.00	\$0.00	0	#DIV/0!
IV. Construction Documents (90% Design)	8	\$175.00	12	\$120.00	12	\$95.00	3	\$95.00	0	\$0.00	\$4,265.00	35	\$121.86
V. Construction Documents (100% Design)	2	\$175.00	6	\$120.00	6	\$95.00	2	\$95.00	0	\$0.00	\$1,830.00	16	\$114.38
VI. Bidding / Negotiations	1	\$175.00	4	\$120.00	0	\$95.00	1	\$95.00	0	\$0.00	\$750.00	6	\$125.00
VII. Construction Administration	15	\$175.00	20	\$120.00	4	\$95.00	8	\$95.00	0	\$0.00	\$6,165.00	47	\$131.17
VIII. Post Construction	0	\$175.00	0	\$120.00	0	\$95.00	0	\$95.00	0	\$0.00	\$0.00	0	#DIV/0!
Total Hours	26		42		22		14		0				
											\$13,010.00	104	\$125.10

**TOTAL LUMP SUM FEE BREAKDOWN BY ACTIVITY**

- I. Pre - design site visit 0.00
- II. Field Investigation and existing drawing 0.00
- III. Structural concept drawing and review 0.00
- IV. Construction Documents (90% Design) 4,265.00
- V. Construction Documents (100% Design) 1,830.00
- VI. Bidding / Negotiations 750.00
- VII. Construction Administration 6,165.00
- VIII. Post Construction 0.00

**TOTAL LUMP SUM FEE**

**\$13,010.00**

**TOTAL LUMP SUM FEE COMPUTATIONS**

\* Fee Subtotal 104 x \$125.10 = \$13,010.00  
 Additives: 0  
**TOTAL LUMP SUM FEE \$ 13,010.00**

Under penalty of perjury, I declare that I have read the foregoing and the facts stated in it are true. False statements may result in criminal prosecution for the felony of the third degree as provided for in Section 92.525(3), Florida Statutes.

Carl Jenne PE, Principal

Printed Name and Title

  
 Signature Date

June 10, 2019  
 Date

EXHIBIT B: PROPOSAL - FIRE STATION 11. --- SGM. --- MEP.FP.

Master Plan  
FEE CALCULATION - TIME AND COST MATRIX

SGM Engineering Mechanical, Electrical, Plumbing, Fire Protection Engineering														
Task	Description	Staff Position	Billable Rate	Principal Engineer	Project Manager	Senior Engineer	Senior Engineer	Engineer	Senior Designer	Designer	Construction Admin	CADD Operator	Office Administrator	Total
				Hrs.	\$	Hrs.	\$	Hrs.	\$	Hrs.	\$	Hrs.	\$	Total
1	Site/Plan Modification			2	\$372	10	\$1,520	16	\$2,240	12	\$1,140	0	\$0	\$5,711
1.1	Review Reuse site Plan			0	\$0	2	\$304	2	\$280	2	\$190	0	\$0	\$774
1.2	Site Visit			0	\$0	4	\$608	4	\$560	0	\$0	0	\$0	\$1,168
1.3	Utility coordination			0	\$0	0	\$0	4	\$360	4	\$360	0	\$0	\$940
1.4	MEP Design			0	\$0	0	\$0	6	\$840	6	\$570	0	\$0	\$1,825
1.5	Contract Billing			2	\$372	4	\$608	0	\$0	0	\$0	0	\$0	\$1,094
2	Design Development			0	\$0	11	\$1,672	20	\$2,827	6	\$770	12	\$966	\$7,763
2.1	Coordination Meeting			0	\$0	4	\$608	6	\$840	0	\$0	0	\$0	\$1,448
2.2	Green Globes			0	\$0	0	\$0	4	\$587	0	\$0	0	\$0	\$587
2.3	MEP Design			0	\$0	0	\$0	10	\$1,400	6	\$770	12	\$966	\$4,807
2.4	QA/QC			0	\$0	6	\$912	0	\$0	0	\$0	0	\$0	\$912
2.5	Contract Billing			0	\$0	1	\$152	0	\$0	0	\$0	0	\$0	\$209
3	Construction Documents			0	\$0	11	\$1,672	22	\$3,080	11	\$1,045	17	\$1,411	\$9,555
3.1	Coordination Meeting			0	\$0	4	\$608	6	\$840	0	\$0	0	\$0	\$1,448
3.2	Green Globes			0	\$0	0	\$0	4	\$560	0	\$0	0	\$0	\$560
3.3	MEP Design			0	\$0	0	\$0	12	\$1,680	11	\$1,045	17	\$1,411	\$6,426
3.4	QA/QC			0	\$0	6	\$912	0	\$0	0	\$0	0	\$0	\$912
3.5	Contract Billing			0	\$0	1	\$152	0	\$0	0	\$0	0	\$0	\$209
4	Bidding/Negotiations			0	\$0	2	\$304	2	\$280	0	\$0	0	\$0	\$584
4.1	Review Bid			0	\$0	2	\$304	2	\$280	0	\$0	0	\$0	\$584
5	Construction Administration			0	\$0	1	\$152	13	\$1,820	26	\$2,470	0	\$0	\$5,307
5.1	Review Submittals, RFI's			0	\$0	0	\$0	2	\$280	8	\$760	0	\$0	\$1,848
5.2	Site Visit (Wall, Ceiling, Substantial)			0	\$0	0	\$0	11	\$1,540	18	\$1,710	0	\$0	\$3,250
5.3	Contract Billing			0	\$0	1	\$152	0	\$0	0	\$0	0	\$0	\$209
6	Post Construction			0	\$0	0	\$0	4	\$560	0	\$0	0	\$0	\$1,080
6.1	Record Docs			0	\$0	0	\$0	4	\$560	0	\$0	0	\$0	\$1,080
TOTAL				2	\$372	35	\$5,320	77	\$10,807	55	\$5,235	29	\$2,407	\$30,000

SGD 6/11/19

**Exhibit B: FEE QUOTATION PROPOSAL - Work Order Fire Station 11- RePackage**

**Project Name: Seminole County Fire Station 11**

**Name of Firm: Lam Civil Engineering, Inc.**

ACTIVITY	Principal		Project Mgr.		Designer		Construction Admin.		Clerical		Basic Act. \$ Amount	Manhrs by Activity	Avg Hrly Rate
	Man Hrs	Hrly Rate	Man Hrs	Hrly Rate	Man Hrs	Hrly Rate	Man Hrs	Hrly Rate	Man Hrs	Hrly Rate			
I. Schematic Design Phase	8	\$150.00		\$100.00	8	\$75.00		\$80.00	4	\$40.00	\$1,960.00	20	\$98.00
II. Design Development Phase	44	\$150.00		\$100.00	40	\$75.00		\$80.00	25	\$40.00	\$10,600.00	109	\$97.25
III. Construction Document Phase	146	\$150.00		\$100.00	160	\$75.00		\$80.00	72	\$40.00	\$36,780.00	378	\$97.30
IV. Bidding/Negotiation Phase	4	\$150.00		\$100.00		\$75.00		\$80.00	8	\$40.00	\$920.00	12	\$76.67
V. Construction Administration Phase	16	\$150.00		\$100.00	6	\$75.00		\$80.00	4	\$40.00	\$3,010.00	26	\$115.77
<b>TOTAL</b>	<b>218</b>		<b>0</b>		<b>214</b>		<b>0</b>		<b>113</b>		<b>\$53,270.00</b>	<b>545</b>	<b>\$97.74</b>

**TOTAL LUMP SUM FEE COMPUTATION**

I. Schematic Design Phase	\$1,960.00
II. Design Development Phase	\$10,600.00
III. Construction Document Phase	\$36,780.00
IV. Bidding/Negotiation Phase	\$920.00
V. Construction Administration Phase	\$3,010.00
Subtotal	\$53,270.00
Out of Pocket Expenses	
<b>TOTAL LUMP SUM FEE</b>	

I certify that the labor classification rates above are true and accurate.



Name: Quang Lam  
Title: Principal

✓ Landscaping: 6/2/19

**Exhibit B: FEE QUOTATION PROPOSAL - Work Order Fire Station 11- RePackage**

**Project Name: Seminole County Fire Station 11**

**Name of Firm: Ecotone Land Design, Inc.**

ACTIVITY	Principal		Project Mgr.		Designer		Construction Admin.		Clerical		Basic Act. \$ Amount	Manhrs by Activity	Avg Hrly Rate
	Man Hrs	Hrly Rate	Man Hrs	Hrly Rate	Man Hrs	Hrly Rate	Man Hrs	Hrly Rate	Man Hrs	Hrly Rate			
I. Schematic Design Phase		\$120.00		\$90.00		\$65.00		\$80.00		\$50.00	\$0.00	0	\$0.00
II. Design Development Phase	6	\$120.00		\$90.00	8	\$65.00		\$80.00		\$50.00	\$1,240.00	14	\$88.57
III. Construction Document Phase	12	\$120.00		\$90.00	24	\$65.00		\$80.00	8	\$50.00	\$3,400.00	44	\$77.27
IV. Bidding/Negotiation Phase		\$120.00		\$90.00		\$65.00		\$80.00		\$0.00	\$0.00	0	\$0.00
V. Construction Administration Phase	6	\$120.00		\$90.00	6	\$65.00		\$80.00		\$50.00	\$1,110.00	12	\$92.50
<b>TOTAL</b>	<b>24</b>		<b>0</b>		<b>38</b>		<b>0</b>		<b>8</b>		<b>\$5,750.00</b>	<b>70</b>	<b>\$82.14</b>

**TOTAL LUMP SUM FEE COMPUTATION**

I. Schematic Design Phase	\$0.00
II. Design Development Phase	\$1,240.00
III. Construction Document Phase	\$3,400.00
IV. Bidding/Negotiation Phase	\$0.00
V. Construction Administration Phase	\$1,110.00
Subtotal	\$5,750.00
Out of Pocket Expenses	\$0.00
<b>TOTAL LUMP SUM FEE</b>	<b>\$5,750.00</b>

I certify that the labor classification rates above are true and accurate.

Name: Mark L. Johnson, MLA, RLA  
Title: President



✓ Survey  
 5/24/13 - 6/7/13

**Exhibit B: FEE QUOTATION PROPOSAL - Work Order Fire Station 11- RePackage**

**Project Name: Seminole County Fire Station 11**

**Name of Firm: V & S Surveying, Inc.**

ACTIVITY	Principal		Project Mgr.		Designer		Construction Admin.		Clerical		Basic Act. \$ Amount	Manhrs by Activity	Avg Hrly Rate
	Man Hrs	Hrly Rate	Man Hrs	Hrly Rate	Man Hrs	Hrly Rate	Man Hrs	Hrly Rate	Man Hrs	Hrly Rate			
I. Schematic Design Phase		\$110.00		\$90.00		\$65.00		\$80.00		\$50.00	\$0.00	0	\$0.00
II. Design Development Phase		\$110.00		\$90.00		\$65.00		\$80.00		\$50.00	\$0.00	0	\$0.00
III. Construction Document Phase	30	\$110.00		\$90.00	20	\$65.00		\$80.00	4	\$50.00	\$4,800.00	54	\$88.89
IV. Bidding/Negotiation Phase		\$110.00		\$90.00		\$65.00		\$80.00		\$0.00	\$0.00	0	\$0.00
V. Construction Administration Phase		\$110.00		\$90.00		\$65.00		\$80.00		\$50.00	\$0.00	0	\$0.00
<b>TOTAL</b>	<b>30</b>		<b>0</b>		<b>20</b>		<b>0</b>		<b>4</b>		<b>\$4,800.00</b>	<b>54</b>	<b>\$88.89</b>

**TOTAL LUMP SUM FEE COMPUTATION**

I. Schematic Design Phase	\$0.00
II. Design Development Phase	\$0.00
III. Construction Document Phase	\$4,800.00
IV. Bidding/Negotiation Phase	\$0.00
V. Construction Administration Phase	\$0.00
Subtotal	\$4,800.00
Out of Pocket Expenses	\$0.00
<b>TOTAL LUMP SUM FEE</b>	<b>\$4,800.00</b>

I certify that the labor classification rates above are true and accurate.



Name: Visham Singh  
 Title: President

✓ *Completed*  
*2/17/19*

**Exhibit B: FEE QUOTATION PROPOSAL - Work Order Fire Station 11- RePackage**

**Project Name: Seminole County Fire Station 11**

**Name of Firm: GEO Engineering & Sciences**

ACTIVITY	Principal		Project Mgr.		Designer		Construction Admin.		Clerical		Basic Act. \$ Amount	Manhrs by Activity	Avg Hrly Rate
	Man Hrs	Hrly Rate	Man Hrs	Hrly Rate	Man Hrs	Hrly Rate	Man Hrs	Hrly Rate	Man Hrs	Hrly Rate			
I. Schematic Design Phase		\$150.00		\$95.00		\$65.00		\$80.00		\$50.00	\$0.00	0	\$0.00
II. Design Development Phase		\$150.00		\$95.00		\$65.00		\$80.00		\$50.00	\$0.00	0	\$0.00
III. Construction Document Phase	30	\$150.00		\$95.00	10	\$65.00		\$80.00	10	\$50.00	\$5,650.00	50	\$113.00
IV. Bidding/Negotiation Phase		\$150.00		\$95.00		\$65.00		\$80.00		\$0.00	\$0.00	0	\$0.00
V. Construction Administration Phase		\$150.00		\$95.00		\$65.00		\$80.00		\$50.00	\$0.00	0	\$0.00
<b>TOTAL</b>	<b>30</b>		<b>0</b>		<b>10</b>		<b>0</b>		<b>10</b>		<b>\$5,650.00</b>	<b>50</b>	<b>\$113.00</b>

**TOTAL LUMP SUM FEE COMPUTATION**

I. Schematic Design Phase	\$0.00
II. Design Development Phase	\$0.00
III. Construction Document Phase	\$5,650.00
IV. Bidding/Negotiation Phase	\$0.00
V. Construction Administration Phase	\$0.00
Subtotal	\$5,650.00
Out of Pocket Expenses	\$0.00
<b>TOTAL LUMP SUM FEE</b>	<b>\$5,650.00</b>

I certify that the labor classification rates above are true and accurate.

Name: Ed Miguens, P.E.  
 Title: President

**Exhibit B: FEE QUOTATION PROPOSAL - Work Order Fire Station 11- RePackage**

**Project Name: Seminole County Fire Station 11**

**Name of Firm: Greenlogic, LLC**

ACTIVITY	Principal		Project Mgr.		Designer		Construction Admin.		Clerical		Basic Act. \$ Amount	Manhrs by Activity	Avg Hrly Rate
	Man Hrs	Hrly Rate	Man Hrs	Hrly Rate	Man Hrs	Hrly Rate	Man Hrs	Hrly Rate	Man Hrs	Hrly Rate			
I. Schematic Design Phase		\$120.00		\$90.00		\$65.00		\$80.00		\$50.00	\$0.00	0	\$0.00
II. Design Development Phase	4	\$120.00		\$90.00	4	\$65.00		\$80.00		\$50.00	\$740.00	8	\$92.50
III. Construction Document Phase	6	\$120.00		\$90.00	6	\$65.00		\$80.00		\$50.00	\$1,110.00	12	\$92.50
IV. Bidding/Negotiation Phase		\$120.00		\$90.00		\$65.00		\$80.00		\$0.00	\$0.00	0	\$0.00
V. Construction Administration Phase		\$120.00		\$90.00		\$65.00		\$80.00		\$50.00	\$0.00	0	\$0.00
<b>TOTAL</b>	<b>10</b>		<b>0</b>		<b>10</b>		<b>0</b>		<b>0</b>		<b>\$1,850.00</b>	<b>20</b>	<b>\$92.50</b>

**TOTAL LUMP SUM FEE COMPUTATION**

I. Schematic Design Phase	\$0.00
II. Design Development Phase	\$740.00
III. Construction Document Phase	\$1,110.00
IV. Bidding/Negotiation Phase	\$0.00
V. Construction Administration Phase	\$0.00
Subtotal	\$1,850.00
Out of Pocket Expenses	\$0.00
<b>TOTAL LUMP SUM FEE</b>	<b>\$1,850.00</b>

I certify that the labor classification rates above are true and accurate.

Name: Allen Liang, P.E.

Title: President

**Seminole County**  
**Fire Station No. 11**

Contract No. PS-000/RTB

**Exhibit B.2**

**FEE QUOTATION**

**Miscellaneous Expenses and Allowances**

6-Jun-19

**EXPENSES** (Refer to attached Breakdown for more information)

Descriptions	Quantity	Unit	Unit Cost	Extended Cost
Printings and Distributions	1	Lump Sum	\$1,000.00	\$1,370.00
Mileage	0	Estimated	\$0.00	\$0.00
Deliveries	1	Estimated	\$0.00	\$0.00
Computer Programs, Files and Devices	1	Estimated	\$0.00	\$0.00
Postages, Telephone and Miscellaneous	1	Estimated	\$0.00	\$0.00
TOTAL				\$1,370.00

\*  
SEE ADJUDICATOR

**CONSULTANTS' EXPENSES**

Descriptions	Quantity	Unit	Unit Cost	Extended Cost
TLC Structural Engineering, Inc.	0	Lump Sum	\$0.00	\$0.00
SGM Consulting Engineers	0	Lump Sum	\$0.00	\$0.00
Civil Engineer Site/Civil Printing-Plotting	1	Lump Sum	\$800.00	\$800.00
Civil Engineer Site/Civil FDEP permit	1	Lump Sum	\$800.00	\$800.00
Civil Engineer Site/Civil FDEP permit	1	Lump Sum	\$800.00	\$800.00
	0	Lump Sum	\$0.00	\$0.00
	0	Lump Sum	\$0.00	\$0.00
TOTAL				\$2,400.00
TOTAL EXPENSES				\$3,770.00

C.T. Hsu

**REIMBURSABLE EXPENSES PN 1900.00****Seminole County Fire Stations - FS 11 - Altamonte Springs Site - Estimates  
Contract No. RTB-000**

Printing per Phase	Quantity Required	Bond Originals			Bluelines		Specs (or report)		Total Cost
		# of Sheets	Cost per Sheet	Cost per Phase	Cost per Sheet	# of Sheets	Cost per Sheet	Cost per Phase	
CTHA printing plotting mailing - estimated costs for design permitting and construction administration									
Program Verification Site Development Phase	0	0	\$3.75	\$0.00	\$0.00	0	\$0.09	\$0.00	\$0.00
Schematic Design - Half Size	0	16	\$1.87	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00
Schematic Design - Full Size	0	16	\$4.00	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00
Site Package Constr Documents Full Size	0	16	\$4.00	\$0.00	\$0.00	0	\$0.09	\$0.00	\$0.00
90% Constr Documents Full Size	0	80	\$4.00	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00
100% Constr Documents Full Size	1	80	\$4.00	\$320.00	\$0.00	250	\$0.09	\$22.50	\$342.50
Bid Sets Documents Full Size	0	80	\$4.00	\$0.00	\$0.00	0	\$0.09	\$0.00	\$0.00
Conformed Documents Full Size	1	80	\$4.00	\$320.00	\$0.00	250	\$0.09	\$22.50	\$342.50
Permit Documents Master Full Size	1	80	\$4.00	\$320.00	\$0.00	250	\$0.09	\$22.50	\$342.50
Record Drawings Full Size	1	80	\$4.00	\$320.00	\$0.00	250	\$0.09	\$22.50	\$342.50
Construction Admin - Phones/Mailing/Courier (phones \$50/ mailing \$150 / Misc expense \$50) Estimated reimbursable expenses									0.00
Total									\$1,370.00



June 10, 2019

C.T.Hsu + Associates, P.A.  
820 Irma Avenue  
Orlando, Florida 32801

Re: Seminole County Fire Station #11  
Altamonte Springs, Florida

Dear C.T.:

TLC Engineering Solutions is please to submit the following proposal for the referenced project. Please see the attached spreadsheet for additional information.

We propose to provide structural engineering design and drafting for the site adaptation of Seminole Fire Station 29 we previously designed with your firm. Our proposal includes construction administration services and includes up to one (1) site visit during the construction phase of the project.

Our proposal is based on our understanding that Fire Station 11 is to be identical to Fire Station 29, with the exceptions of any code update required and any site-specific adaptations required. One example of a site adaptation would be differing geotechnical recommendations.

For these services, we propose a fixed fee of \$13,010.00. Services beyond those outlined above would constitute additional services.

We appreciate your confidence in selecting us for this project. If you would like to discuss further, or if we may be of any additional service, please don't hesitate to contact us.

Yours truly,

TLC ENGINEERING SOLUTIONS, INC.

A handwritten signature in cursive script, appearing to read 'Carl W. Jenne', followed by a horizontal line.

Carl W. Jenne, P.E.  
Principal / Senior Structural Engineer



935 Lake Baldwin Lane  
Orlando, FL 32814  
(407) 767-5188  
(407) 767-5772 fax  
www.sgmengineering.com



June 10<sup>th</sup>, , 2019

C.T. Hsu + Associates  
**James R. Hughes, AIA, AICP, LEED® AP BD+C, Principal**  
820 Irma Avenue  
Orlando, Florida 32803  
Tel: 407.423.0098  
j.hughes@cthsu.com

Reference: New Fire Station 11 Project, Re-Use of FS 29

Dear Jim,

It is our pleasure to provide MEPFP Engineering services to accommodate the new 3-bay design for Seminole county fire station.

**Scope of Professional Services:**

- One (1) kick off meeting to develop scope of services and kick off design.
- **90% and 100% Construction Documents**
- Written specification manual and coordination of Division 00 with Procurement.
- Permitting services - submittal of required permit set of documents and code comment response
- Construction administration to include: review shop drawings/submittals for general compliance with the intent of the Construction Documents and respond to General Contractor generated Request for Information (RFI's). Two (2) construction site visits included.
- Project close out to include record CAD drawings and pdf's to Client.

**Exclusions**

- Cost estimates of construction.
- Redesign to provide for VE ideas to be incorporated.
- Any permitting cost including but not limited to application fees, agency fees, impact fees and environmental fees.
- Multiple phases of construction documents are not included unless specifically stated. Breaking the project into multiple design phase submissions will require additional services to account for the additional cost to perform the additional submissions.

- Multiple alternates for the design are not included unless specifically included. Any alternates will need to be provided as additional services since it is additional design scope.
- LEED
- Commissioning

### **Codes**

- Plans and specifications will be in accordance with Florida Building Code 6<sup>th</sup> Edition and Florida Fire Prevention Code 6<sup>th</sup> Edition. All applicable NFPA Codes.

### **Schedule**

- **Construction Document Submittals will be provided for 90% and final drawings for permit. It is assumed that a 3-week minimum work time will be allotted between drawing submissions and 2 weeks for any Owner comments.**
- It is anticipated that construction will be completed in 36 weeks.

### **Deliverables.**

- Six (6) sets of 100% construction/permit drawings
- One set of final documents on disk (PDF & cadd).
- Submittal review comments.
- Site visit comments.
- Contractor conformed plans for submission to Building Department at completion.

### **Compensation**

- **SGM is pleased to provide the described professional services for a lump sum fee of \$30,000**
- **Reimbursable** expenses including but not limited to travel, lodging, per diem, postage, printing/plotting, courier, and delivery shall be invoiced per the attached Reimbursable Expense Form.



Billing Category	Hours Required	Hourly Billing Rate	Total
Principal in Charge	2	\$ 180.00	\$360
Project Manager	40	\$ 160.00	\$6,400
Senior Engineer	40	\$ 135.00	\$5,400
	0	\$ -	\$0
	0	\$ -	\$0
	0	\$ -	\$0
Designer	70	\$ 85.00	\$5,950
Cadd Operator	90.57	\$ 70.00	\$6,340
Construction Administrator	50	\$ 100.00	\$5,000
Office Administration	10	\$ 55.00	\$550
Reimbursable Expenses			\$0
		TOTAL FEE	\$30,000

#### **Additional Services**

- Any additions to this scope of services, including but not limited to an increase in the scope of the project, revisions, construction errors, additional site visits and inspections will be provided for an additional negotiated fee or on an hourly basis in accordance with the billing rates shown above.
- Hourly rates are subject to change after 2 years from the date of this proposal.
- Reimbursable expenses will be charged in accordance with attached Reimbursable Expense Form.

#### **Payments for Engineering Services**

- Monthly progress billings for professional services will be submitted based on percent complete for each task.
- Payment is due upon presentation and considered past due 30 calendar days after the date of the billing.

If you need any additional information or would like the scope modified, please let me know.

Sincerely  
SGM ENGINEERING, INC.

Tony Shahnami, P.E., CxA, CHS-III  
President

June 4, 2019 (Rev 6-10-19)

Mr. Jim Hughes, AIA AICP  
C.T. HSU + Associates  
820 Irma Avenue  
Orlando, FL 32803



**Reference: Seminole County Fire Station 11 – Site Design  
(Parcel No. 18-21-30-508-0000-0600)  
Seminole County, Florida  
Civil Engineering Scope and Fee Proposal**

Dear Mr Hughes:

It is with pleasure that I submit Civil Engineering Services proposal for the proposed Fire Station 11 located within Seminole County, Florida. I am are enthusiastic about this project and look forward to working with you.

## **SECTION A: PROJECT SCOPE AND FEES**

I have based this proposal from our recent conversation, and research with City of Altamonte Springs, Seminole County, FDOT and SJRWMD and our meeting with Seminole County on June 3, 2019. My understanding of the project is to repackage the designed Fire Station 29 building with associated infrastructure improvements and modify an existing FDOT retention. Stormwater is anticipated to be combined with the existing FDOT pond with Seminole County to maintain the modified pond. My scope of services and fees consist of the following:

### **Tasks**

1. Research (FDOT, SJRWMD, and City of Altamonte Springs)
2. Survey (boundary, topo and trees) including FDOT pond
3. Geotechnical
4. Pre-applications (Altamonte Springs and SJRWMD)
5. City of Altamonte Springs Mobility Study
6. Prepare Design Development Plan w/ landscape plan
7. Modify SJRWMD permit and Stormwater Calculation and Analysis
8. Prepare and submit FDOT Drainage Connection Permit
9. Final Site Plan (Construction Plan)
  - a. Site Plan;
  - b. Geometry Plan;
  - c. Demolition and Erosion Control Plan;
  - d. Grading and Drainage Plan;

- e. Plan and Profile;
- f. Potable water and Wastewater;
- g. Civil Details;
- h. Utility Details;
- 10. Landscape and Irrigation Plan
- 11. Site Lighting Plan
- 12. Coordination / Response to Comments

We proposed to perform the enumerated services (total 12)

Please note the sub consultant portion is (\$24,000 => Landscape - \$5,750.00 + survey - \$4,800.00 + geotechnical - \$5,650.00 + Traffic - \$6,000.00 + Site Lighting - \$1,800.00). A service charge equal to 1.5% of the total invoiced amount will be charged on all invoices more than 30 days past due.

Please note Construction Administration Services (i.e., field visits, shop drawing, bid coordination, certification and as-built) will be billed on an hourly rate of \$100.00 per hour. With the current estimate is **\$3,010.00** for the Construction Administration Services.

Should additional services are added to this Agreement, Client agrees to reimburse Lam Civil Engineering, Inc. for time spent at a rate of \$100.00 an hour. No work shall be undertaken in accordance with any additional services without the written authorization of the Client.

#### **SECTION B: WORKS TO BE PERFORMED BY OTHER CONSULTANTS**

Items that will be provided by other consultants include:

- Environmental;
- ROW permit;
- All permitting application and impact fees shall be provided by Owner;
- "As-Built" survey; and
- Certification of Occupancy (C.O.).

#### **SECTION C: SCHEDULE AND CLARIFICATIONS**

We will work closely with you to develop a schedule that meets the needs of the project.

Clarifications to this proposal are as follows:

1. It is understood Seminole County will have an agreement with Florida Department of Transportation (FDOT) to modify the existing FDOT pond and utilize the modified FDOT pond as joint use retention pond whereas the proposed Fire Station 11 excess stormwater runoff will be treated and attenuated in the modified FDOT pond.
2. Should hazardous materials/substances are discovered during geotechnical sampling and/or testing, Lam Civil Engineering shall stop our designs and awaits the Client's decision for

method of remediation. The Client agrees to pay Lam Civil Engineering any additional / altered design due to the discovery of hazardous materials / substances.

3. It is understood that any coordination with other disciplines beyond the normal frequency shall be considered additional services and shall forward to the Client as such.
4. Client understands and acknowledges that the amount of risk Lam Civil Engineering, Inc. can accept is tied, in part, to the amount of compensation received for services rendered as related to the project. Client therefore agrees that, to the fullest extent permitted by law, Lam Civil Engineering, Inc. total liability to Client for any and all injuries, claims liabilities, losses, costs, expenses or damages whatsoever arising out of or in any way related to the Project from any cause or causes, shall not exceed 100% of the total compensation received by Lam Civil Engineering for the Project.
5. Lam Civil Engineering grants the Client a non-exclusive usage to Lam Civil Engineering documents as described in this Agreement, provided Client performs in accordance with the terms of this Agreement. All drawings, specifications, and renderings prepared by Lam Civil Engineering or its employees are the property of Lam Civil Engineering, and these documents shall not be reused on other projects without Lam Civil Engineering written authorization.
6. The Client agrees that the technical methods, design details, techniques and pricing data contained in any material submitted by the Consultant pertaining to this Project or this Agreement shall be considered confidential and proprietary, and shall not be released to any third party without the express written consent of the Consultant.

Again, we are pleased to provide this proposal and look forward to working with you. Should you require any additional information, please do not hesitate to call me at 407-234-8944. or email at [QLam@LAMCIVILENGINEERING.COM](mailto:QLam@LAMCIVILENGINEERING.COM).

**C.T. Hsu + Associates Signature:**

**Lam Civil Engineering, Inc. Signature:**

James R. Hughes, AIA,                      Date  
AICP  
Principal

Quang Lam, P.E.                                      Date  
Principal

# Ecotone Land Design, Inc.

## *Landscape Architectural Site Planning*

1850 Kings Court • Kissimmee, Florida 34744 • Phone: (407) 931-2225 • Fax: (407) 209-3884

### **DESIGN SERVICES AGREEMENT**

Ecotone Land Design, Inc. (ELD) and Lam Civil Engineering, Inc. ("Client") agree as follows:

#### **I. PROJECT DESCRIPTION**

ELD will provide Landscape Architectural services for the Fire Station site at 2721 S. Ronald Reagan Boulevard (parcels 18-21-30-508-0000-0710 and 18-21-30-508-0000-0600), in Altamonte Springs, Florida. To achieve this objective, ELD will endeavor to provide quality consulting services by working closely with the Client, providing creative solutions, and designing the project as follows.

#### **II. SCOPE OF ELD's SERVICES**

Based upon the electronic as-built survey information, proposed site design, blueprints and other data provided by the client, ELD will perform the following:

1. ELD will coordinate design issues with other design team members to facilitate the creation of an integrated design product.
2. A code-minimum landscape planting plan will be created for submittal to The City of Altamonte Springs for their review. This plan will be produced at the same or larger scale as the engineer's site plan. Planting specifications, which deal with the installation of the plant material and proper bed preparation, watering, acceptance and warranty, will be provided.
3. ELD will attend meetings as necessary to complete the work described above. Two (2) meetings are included in the lump sum, below. Additional meetings will be billed on an hourly basis. ELD may provide an onsite visit to observe the quality and workmanship of the installation, if addressed through addendum. This review would not warrant or guarantee the performance of the construction by any contractor or the materials or products installed. Site observation, punch lists, etc. may be performed through addendum.
4. ELD may provide an onsite visit to observe the quality and workmanship of the installation. A field report or punch list may be provided, if needed. This review does not warrant or guarantee the performance of the construction by any contractor or the materials or products installed.
5. ELD will design a fully functioning, automatically controlled irrigation system which will reflect appropriate watering requirements for shrubs and trees and meet the provisions of all local codes and ordinances, for permit by the City of Altamonte Springs. This design will be expressed through full details and notes for the layout and installation of the irrigation system and up to three (3) site visits for contract administration.

### **III. FEES AND REIMBURSABLE EXPENSES**

The services listed in Section II, above, will be provided for a lump sum fee of \$5,750.00. A budget estimate of \$250.00 has been established for the reimbursable expenses incurred for Section II services. This budget estimate will not be exceeded without prior authorization from Client. See General Conditions and Exhibit "A".

As the project unfolds, the Client may see a value in initiating tasks that are not prescribed in Section II. Tasks may include irrigation plans, site observation, lighting plans, community entrance signs and landscape, additional lot layouts, etc. If so, such work will be performed upon your authorization as extra work on an hourly fee basis, plus reimbursable expenses according to Exhibit "A". Otherwise, ELD will be glad to provide addendums for specific tasks. Sub consultant and outside services are not included in this proposal and, if required, are in addition to the lump sum and hourly fees identified in this Agreement.

### **IV. PAYMENT**

Full payment will be submitted for final plans at the time of receipt by the Client or Client's authorized agent. Invoices for "in process" work will be submitted to the Client, semi-monthly. Payment is due within 30 days of the date of our invoices or at the time of receipt of final plans. No final plans will be released until payment has been made for all invoices. Sub consultant and outside services are not included in this proposal and, if required, are in addition to the lump sum and hourly fees identified in this Agreement.

### **V. GENERAL CONDITIONS**

The General Conditions attached as Exhibit "B" are a part of this Agreement and are incorporated herein.

Upon review and acceptance of this proposal, Client shall sign below and return to ELD. In the event that unusually large reimbursable costs or advances are anticipated, ELD reserves the right to require a cost deposit from the Client prior to undertaking the expenditure of funds on the Client's behalf.

ELD will begin work immediately upon receipt of this executed Agreement from the Client. ELD understands the significance of the Project schedule and will use its best efforts to perform the services in an attempt to meet the Project schedule. After consulting with the Client, ELD shall establish a mutually agreeable timetable to perform its services. From the start date forward, changes or modifications to the key information / base information will be incorporated into the project as an additional service and billed hourly.

Approved and accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**Ecotone Land Design, Inc.**

**Lam Civil Engineering, Inc.**

By \_\_\_\_\_

Mark L. Johnson, MLA, RLA.  
Florida Registration No. 1630

By \_\_\_\_\_

Quang Lam, P.E.  
Lam Civil Engineering, Inc.  
1320 W Pine Street  
Orlando, Florida 32805

## EXHIBIT "A"

### 2019 HOURLY RATE / DIRECT COST SCHEDULE

<u>Category</u>	<u>Hourly Rate</u>
Principal	140.00
Project Manager	115.00
Senior Landscape Architect	105.00
Project Landscape Architect	95.00
Irrigation Designer	80.00
Landscape Designer	60.00
CADD Technician	55.00
Executive Assistant	50.00
Word Processor	40.00
Office Assistant	25.00
Reimbursable Expenses	(Below)

1. Prints of concepts, construction documents, etc. are billed at cost plus fifteen percent (15%), or \$20.00; whichever is greater. Other reimbursable expenses are charged to Client on a cost plus fifteen percent (15%) basis. Reimbursable expenses include all printing and reproduction costs associated with reports, Agency submittals, reproductions used for design, printing, copies, plotting charges, photography, postage and shipping, long distance telephone calls, laboratory analysis, permit and application filing fees, special studies and costs for associated supporting consultants, etc. Request for additional prints, outside of required submittals, shall be minimum \$20.00 per each request. Minimum fee for provision of electronic plot files to the Client or Client's representative shall be \$10.00.
2. Special Deliveries: In Osceola County, express mail, courier services, and hand-deliveries of plans and documents shall be billed at the greater of either \$30.00 or cost plus fifteen percent (15%). In other localities, courier services and hand-deliveries of plans and documents shall be billed at the greater of either \$35.00 or cost plus fifteen percent (15%); FedEx, UPS, USPS, and DHL will be billed at the greater of either \$15.00 or cost plus fifteen percent (15%).
3. Any out-of-pocket expenses shall be billed on a cost plus fifteen percent (15%) basis. Travel expenses will be billed on a direct cost basis. Reimbursable expenses such as airline tickets will be paid directly by the Client. Receipts will be provided upon request.
4. Expenses for travel outside a forty (40) mile radius of the Kissimmee area to include food, transportation, lodging, and tolls at direct cost and mileage to be charged at 65 cents per mile.
5. Hourly rates are in effect through December 31, 2019. Rates shall be revised annually, effective January 1<sup>st</sup>. A schedule of hourly rates may be provided upon request.

## EXHIBIT "B"

### GENERAL CONDITIONS

1. ELD shall not be responsible for the acts or omissions of any contractor, subcontractor, sub consultant, or supplier, or their agents and employees, of any other person (except ELD's own employees and agents).
2. ELD shall not, during site visits or as a result of observations of any contractor's work in progress, supervise, direct or have control over said contractor's work nor shall ELD have authority over or responsibility for the means, methods, techniques, sequences, or procedure of construction selected by said contractor or safety precautions and programs incident to the work of the contractor or for any failure of the contractor to comply with laws, rules, regulations, ordinance, codes or orders applicable to the contractor furnishing and performing its work. Accordingly, ELD does not warrant or guarantee the performance of the construction by any contractor nor shall ELD have any responsibility for any contractor's failure to furnish or perform its work in accordance with the Contract Documents.
3. By recommending any payment to a contractor or sub consultant, ELD shall not thereby be deemed to have represented that continuous or detailed review or examinations have been made by ELD to check the quality and quantity of said work, only that the work has progressed to the point indicated.
4. Unless provided for under separate Agreement, ELD is not responsible for inspecting existing trees on or around the site for hazardous conditions or for the review and approval of plants prior to installation. Furthermore, no expressed or implied warranty is made by ELD.
5. Client recognizes that subsurface conditions may vary from those observed at locations where borings, surveys, or other explorations are made, and that site conditions may change with time. Interpretations and recommendations by ELD will be based solely on information available to ELD at the time of the services. Client is responsible for determining and marking locations of subsurface elements which may be affected during construction.
6. Service fees are on a one-time only basis. Additional services not specified in this proposal will be performed on an as-needed basis, after being authorized by the client.
7. ELD will be entitled to full compensation for any redesign work that is required on its part to revise its work to address changes in the site or building design that are initiated by the Client or other project team members.
8. Invoices for "in-process" work by ELD will be billed semi-monthly and payment for work fees and reimbursables are due and payable within thirty (30) days of the invoice date. If payment is not received within 30 days from date of the invoice, services will stop until the total unpaid balance has been received and a late fee of 2½% or \$25.00 (whichever is greater) will be charged each month on the remaining balance due. The performance of ELD services completed in the Project schedule will be subject to Client's payment of fees within the above-described 30-day period. Please note that you are guaranteeing that the debts incurred shall be paid.
9. Either party may terminate this Agreement without cause upon giving the other party seven (7) days written notice. In the event of termination, ELD will be paid for all services and reimbursable expenses completed through the date of termination based on the percentage of work completed at the time of termination or Exhibit "A" as the cause may be. As long as ELD has been paid to date, Client will have the right to receive copies of drawings, calculations, and documents regarding services performed up to the time of termination.

General Conditions Revised 1/2019



# V & S Surveying Inc

*Tel : 407-342-1510 Fax : 407-656-8365 Email : [vssurveying@aol.com](mailto:vssurveying@aol.com)*

To: Quang Lam

Lam Civil Engineering, Inc.

1320 W. Pine St,

Orlando, FL 32805

June 6th 2019

Bid Proposal for 2721 Ronald Regan Blvd ( parcel No: 18-21-30-508-0000-0600) and  
parcel no: 18-21-30-508-0000-0680 & pond area of 18-21-30-508-0000-0710.

Here is a list of what will be included in the survey that you have requested.

1. Boundary and topographic Survey of parcels above.
2. Tree survey with size and type.
3. Locate all utilities above ground , storm ,sewer with pipe size and type, buildings sidewalks etc.
- 4.Survey will be in state plane coordinate and NAVD 88 datum
- 5.Survey to extend 25.0' beyond boundary line and to edge of pavement adjacent to roads.
6. Title commitment to be provided by client .

The total cost for the Survey services will be \$4,800.00, limited to the list specified above. If additional work is needed there will be an additional charge .

We are looking forward to working with you and I assure you that our services are guaranteed. If any other information is needed please call me at 407-342-1510, or email at [vssurveying@aol.com](mailto:vssurveying@aol.com).

Sincerely,

Visham Singh

President

Please Sign and date if you accept this quote:

Date

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Geotechnical • Environmental • Construction Materials Testing • Groundwater

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June 10, 2019

**To:** Lam Civil Engineering, Inc.  
1320 W. Pine Street  
Orlando, Florida 32837

**Attention:** Mr. Quang Lam, P.E.

**Subject:** Proposal for Geotechnical Engineering Services  
Seminole County Fire Station 11  
2721 S. Ronald Reagan Boulevard  
Altamonte Springs, Seminole County, Florida

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Dear Mr. Lam:

G.E.O. Engineering & Sciences, Inc. (GEO) is pleased to provide the following proposal to perform a geotechnical engineering study for the above-referenced project. The purpose of this study is to obtain geotechnical data to assist in the design, permitting and construction of the proposed Fire Station 11 development. This proposal presents a proposed scope of services and contains a time and cost estimate for providing the planned services.

#### **PROJECT INFORMATION**

The subject site is located at 2721 S. Ronald Reagan Boulevard in Altamonte Springs, Seminole County, Florida. The site is presently developed and contains a one-story building and asphalt paved surfaces. The existing development will be demolished/removed to facilitate the new development.

The proposed development scheme (Option A) consists of a fire station building within the western portion of the site and paved drive areas and parking stalls to the west and east of the proposed structure. Additionally, the existing FDOT stormwater retention pond located to the north of the subject site will be modified to accommodate stormwater runoff associated with the new development. The pond modifications will include two expansion areas at the southwest and southeast corners.

## **PROPOSED SCOPE OF SERVICES**

The proposed scope of services is based on the supplied information and our experience with the general area of the site. Our geotechnical engineering study is planned to include the following:

- Mobilize drilling equipment to the site.
- Perform four (4) Standard Penetration Test (SPT) within the proposed fire station structure. The borings will each be drilled to a depth of 20 feet below existing grades.
- Drill two (2) auger borings within the proposed pond expansion areas to a depth of 20 feet.
- Drilled five (5) auger borings to a depth of 10 feet within the proposed pavement areas.
- Install one-inch diameter slotted pvc pipe in each of the auger boreholes to facilitate measuring stabilized groundwater levels after drilling.
- Conduct two falling head field permeability tests at the pond boring locations.
- Visually classify the collected soil samples. Select samples will be tested for sieve analysis and organic content as deemed necessary.
- Analyze the field and laboratory data to develop engineering geotechnical recommendations for foundation design, pavement base design, stormwater management design, and site preparation.

We recommend that the borings be surveyed by the project surveyor after drilling is completed. Please note that this proposal does not include a budget for surveying. In addition, the planned boring depths were limited to evaluating the subsurface profile within the stress influence zone of a shallow foundation system. Our scope does not include evaluation of the deep-seated conditions for assessing the potential for sinkhole activity at the site.

The proposed scope of services will be supervised by a geotechnical engineer registered in the state of Florida. The results of the exploration will be presented in a geotechnical report. This report will specifically include the following:

- Existing site condition.
- Exploration, testing, and sampling methods.
- Subsurface soil conditions encountered and soil classification.
- Depth to groundwater at the time of the exploration and estimated seasonal high groundwater table.
- Provide recommendations for buildings foundation design including bearing capacity.
- Provide recommendations for pavement design.

- Provide recommendations for stormwater management design.
- Provide recommendations site preparation.

### **PROJECT SCHEDULE**

Based on our present schedule we are prepared to mobilize to begin the field operation on this project within 7 days following your authorization to proceed, assuming access permission is obtained. We anticipate the field portion of the study to be completed in two workdays. Engineering analysis, necessary laboratory work and report preparations should be completed within approximately 2 weeks after the completion of the fieldwork.

### **ESTIMATED COSTS**

We estimate that we can perform the scope of services outlined herein for a lump sum fee of **\$5,650.00**. In computing our estimate, we have assumed that the site is accessible to our drilling equipment, that we have the right of entry to the site and that we will not experience delays due to reasons beyond our control. Additional work required beyond the scope of services included in this proposal will be invoiced on a time and expense basis in accordance with the unit rates identified. You will be contacted for authorization should additional work beyond the estimated budget be required to complete the scope of services.

### **AUTHORIZATION**

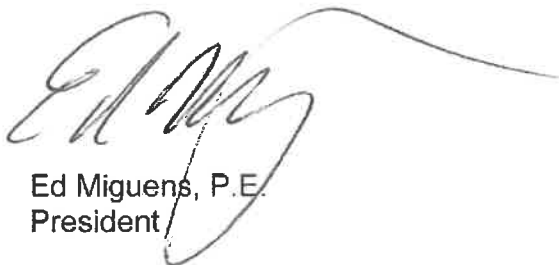
To authorize us to proceed with this project, please sign on the space below and return a copy for our records. Authorization should be indicated by the person or firm responsible for payment of our invoice.

### **CLOSURE**

GEO appreciates the opportunity to submit this proposal, and we look forward to working with you on this project. If you have any questions or if we can provide any additional information, please feel free to call us at your convenience.

Sincerely,

**G.E.O. Engineering & Sciences, Inc.**  
**Certificate of Authorization #31317**



Ed Miguens, P.E.  
President

ACCEPTED: \_\_\_\_\_

TITLE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

Conditions of Acceptance: The above proposal is acceptable. This proposal constitutes a binding contract between GEO and the client. It is agreed by the client and GEO that there are no additional terms, conditions, or agreements with respect to the project, other than the items referenced in the proposal. Payment terms are "net thirty", and for past due invoices, interest shall be accrued at a rate of 1.5 % per month. Client also agrees to reimburse GEO for reasonable attorney fees, in the event that payment is not submitted to GEO for services rendered.

**June 10, 2019**

Re: Fire Station 11 Site lighting Plan

**Dear Mr. Lam**  
**Lam Civil Engineering Inc**

Greenlogic LLC proposes to provide site lighting photometric design for the new fire station 11 that located in Seminole county. The project is building a new fire station. The proposed scope of services and fees are as follows:

**1. Scope of Electrical Engineering Services**

- 1.1. Provide site lighting design (photometric plan) required by code.
- 1.2. Provide lighting fixture and lighting pole specifications
- 1.3. Create necessary electrical details for construction
- 1.4. Provide signed and sealed engineering plans for permitting

**2. Services Excluded**

- 2.1. Civil Engineering
- 2.2. Surveying and mapping

**3. Compensation for Services**

I propose to provide for the services outlined above for a lump sum fee of  
\$ 1,800.00  
One Thousand eight hundred fifty dollars even.

**4. Reimbursable Expenses**

Expenses can be reimbursed up to \$250 for printing, overnight shipping and other approved expenses. Reimbursements will be made when receipts are submitted. Additional reasonable expenses may be approved, provided that the owner is informed in advance and approves of the expenses.

**5. Schedule of Payments**

\$ 900 retainer required upon execution of the contract. \$900 due when hand over the signed and sealed permit sets.

**6. Deliverables**

6.1. 6.2. Six (6) sets of Permit plans

**7. Intellectual Property**

Design plans are intellectual properties belong to Greenlogic LLC. Owner is entitled to the use of the materials for the specific project mentioned above for the purposes of permitting and construction only.

**Submitted by:**  
**Greenlogic LLC**



**Allen Liang PE,**  
**Principal**

**Proposal accepted by:**

\_\_\_\_\_  
**Name:**

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

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





June 7, 2019

Mr. Quang Lam, P.E.  
Lam Civil Engineering, Inc.  
1320 W Pine Street  
Orlando, Florida 32805

**RE: Seminole County Fire Station 11**  
Altamonte Springs, Florida  
TPD № P19-6088

Dear Quang:

This letter is in response to your request by to provide you with a proposal for traffic engineering services in preparing a Traffic Study for the above-referenced project in the City of Altamonte Springs, Florida. Based upon the information you provided and our knowledge of City requirements, we have prepared the following Scope of Work.

### **SCOPE OF WORK**

The Scope of Work has been grouped under three tasks as follows:

#### **TASK 1 – PREPARE METHODOLOGY MEETING REQUEST**

The following items will be compiled for submittal to the City in conjunction with the request:

- Project Description/ Location
- Study area Identification based upon new peak hour trips
- Preliminary assessment of modes of transportation (pedestrian, bicycle, transit and roadways)
- Projected trip generation and estimated distribution on the roadway system
- Identification of study intersections.

#### **TASK 2 – PREPARE MOBILITY SOLUTIONS ANALYSIS**

The mobility solutions analysis will include:

- Finalize study methodology based upon comments reviewed of the methodology meeting with City Staff.

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**Traffic Planning and Design, Inc.**

535 Versailles Drive, Maitland, Florida 32751 ■ Phone (407) 628-9955 ■ Fax (407) 628-8850 ■ [www.tpdtraffic.com](http://www.tpdtraffic.com)

- Obtain/collect existing traffic volume data on study roads and intersections identified in the study methodology.
- Assign the traffic generation of the proposed development to the area roadways/intersections for the P.M. peak hour. In this assignment, development traffic will be combined with background traffic to obtain total traffic flows at project buildout. Estimated background traffic volumes will be based upon available historical traffic data and/or committed data as may be available.
- Conduct a capacity analysis of the study roadway segments. This analysis will be based on generalized capacities adopted by the City of Altamonte Springs.
- Conduct capacity analysis for the study intersections using the methods of the Highway Capacity Manual (HCM).
- Conduct a multi-modal analysis of the traffic conditions in the area. This will include sidewalks, bikeways, and transit considerations.
- Conduct review of existing/proposed driveways with respect to location and traffic/geometric requirements, i.e., widths, turn lanes and traffic controls. Identify deficiencies and make recommendations as appropriate.
- Prepare a traffic report documenting the analysis and results of this study.

#### **TIME SCHEDULE**

Work on this project will commence upon receipt of Notice to Proceed. It will take two to three weeks to arrange/attend the methodology meeting. Once the methodology is approved, the analysis will be completed within four to six weeks thereafter.

#### **MEETINGS**

No meetings are included other than the methodology meeting. Should additional meetings be required, each authorized meeting will be charged on an hourly basis.

#### **FEE**

The fee for providing the Scope of Work outlined above will be:

Task 1 – Prepare Methodology Meeting Request .....	\$ 1,500.00
Task 2 – Prepare Mobility Solutions Analysis .....	\$ 4,500.00

Data collection at up to three (3) intersections for a period of two (2) hours each is included in the Scope of Work. Each additional intersection/time period required will be charged at \$250.00 for data collection and analysis. The Client will be invoiced upon submittal of the traffic report. Any comments received after the completion and submittal of the study will be

Mr. Quang Lam, P.E.  
June 7, 2019  
TPD No. P19-6088  
Page 3

handled hourly. These fees do not include application, review, permit and any other fees which may be required by public agencies.

#### **DIRECT COSTS**

All reimbursable costs including travel, subsistence and other direct expenses including postage/delivery, bluelines and reproducibles will be billed at cost. Standard rates for in-house direct costs are as follows: mileage at the current standard IRS tax rate per mile, \$0.18 per copy, \$1.00 per facsimile page, \$2.50 per blueline and \$10.00 per mylar.

#### **TERMS OF AGREEMENT**

During the course of the work if the Client finds it necessary to terminate work on this project, the Consultant will cease all work upon receipt of a letter to that effect. The Client will pay for the services incurred to the point of termination based upon the Consultant's estimate of percent of work completed.

The owner/client will be billed monthly based upon our estimate of work completed. Invoices are due and payable upon receipt. Invoices outstanding over 30 days will be assessed a service charge at the rate of 1.5% per month.

Additional services which are not included within this Scope of Work will be treated as extra work. All extra work authorized by the Client will be charged on an hourly basis based upon actual time spent on the project plus additional expenses incurred. A copy of our current rate schedule is attached.

Should it become necessary for the Consultant to utilize attorneys to collect fees, the Client agrees to bear the cost of reasonable attorney fees. The parties agree that the laws of the State of Florida shall govern this agreement, and further legal venue shall be Orange County, Florida.

In recognition of the relative risks, rewards and benefits of the project to both the Client and the Consultant, the risks have been allocated so that the Client agrees that, to the fullest extent permitted by law, the Consultant's total liability to the Client, for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement, from any cause or causes, shall not exceed the total amount of the Consultant's fee. Such causes include but not limited to the Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

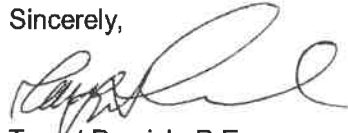
While all work will be accomplished to the highest caliber, the Consultant cannot guarantee the action of government officials and agencies during the project review and approval process. This proposal is valid for ninety (90) days from date of issue.

\* \* \* \* \*

Mr. Quang Lam, P.E.  
June 7, 2019  
TPD No. P19-6088  
Page 4

If you are in agreement with this proposal, you may execute it and return one copy as our Notice to Proceed. We look forward to working with you on this project.

Sincerely,

A handwritten signature in black ink, appearing to read 'Turgut Dervish', written over a horizontal line.

Turgut Dervish, P.E.  
President

SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

COMPANY: \_\_\_\_\_

DATE: \_\_\_\_\_



## HOURLY RATE SCHEDULE

<u>Employee Category</u>	<u>Hourly Rate</u>
Principal Engineer.....	\$ 200.00
Senior Engineer .....	150.00
Senior Planner.....	125.00
Engineer/Planner .....	100.00
Traffic Analyst.....	75.00
Traffic Designer .....	75.00
Technical/CADD Operator .....	65.00
Secretary/Typist.....	55.00

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**Traffic Planning and Design, Inc.**

535 Versailles Drive, Maitland, Florida 32751 ■ Phone (407) 628-9955 ■ Fax (407) 628-8850 ■ [www.tpdtraffic.com](http://www.tpdtraffic.com)