

#### **ATTACHMENT "A"**

#### **UPDATED SCOPE OF PROFESSIONAL SERVICESES**

Date: July 24, 2025

Brian Rosen, Assistant Public Works Director 4900 W. Copans Road Coconut Creek, FL 33063

Project: Coconut Creek Fire Station #113 and Fire Administration, RFQ No. 01-22-25-11

Project No: 250105

This confirms your request for CURRIE SOWARDS AGUILA ARCHITECTS (the Architect) to provide professional architectural/engineering services for the above referenced Project as detailed herein for (the Client).

#### **ARTICLE 1 - DESCRIPTION OF PROFESSIONAL SERVICES**

- 2.1 Currie Sowards Aguila Architects and their consultants will be providing Architectural and Engineering services related to an approximately +/- 25,000 square foot, two-story, four-bay fire station with a Fire Administration and data center for the City of Coconut Creek. A two-story fire training tower component incorporated into the stairwell will be a part of the scope of work which is yet to be determined. This fire training tower will not be a burn tower but smoke, hose, and ladder training only. The site is located just east of Cullum Rd and Banks Rd, in Coconut Creek, within the City's "Mainstreet" development area. The building design concept to ensure that it blends with the proposed surrounding "Mainstreet" developments. The heavily vegetated site to be cleared. The building and site plan shall minimize the width of the property required to maximize the remaining land available for future development. The site design shall incorporate a special plaza of placemaking which will include features such as 911 tribute, landscape, hardscape, site furnishings, lighting and artwork. The building shall be constructed to provide Hurricane Category 5 wind protection and shall strive to achieve the U.S. Green Building Council's LEED (Leadership in Energy and Environmental Design) Silver Certification.
- 1.2 The services will include the following elements (see Exhibit "B"):
  - A. Programming
  - B. Site planning services
  - C. Schematic design
  - D. Site lighting and photometrics
  - E. Renderings Color 2D and 3D interior and exterior renderings
  - F. Animated exterior color renderings
  - G. Design development

- H. Construction documents
- I. Permitting assistance / coordination
- J. GMP Negotiation services
- K. Construction administration
- L. Site Meetings
- M. Site Observation
- N. Interior Design Services
- O. LEED(USBC) Services
- P. Surveying Services (boundary, tree, topographic, etc.)
- Q. Geotechnical Services (Soil borings & recommendation)
- R. Traffic Signal Design Services
- S. Civil Engineering
- T. Landscape Architecture
- U. Mechanical, Electrical, Plumbing Engineering and Fire Protection Services
- V. Low voltage, PA/sound and A/V
- W. Security-card access and cameras
- X. Backup generator and fueling
- Y. Structural Engineering
- Z. Renderings
- 1.3 The following items are not a part of this Agreement, but may be added for an additional fee if requested:
  - A. Environmental Phase I or Phase II Assessment
  - B. Physically constructed models
  - C. Cost estimates (CSA to work with the CMAR in developing estimate)

#### **ARTICLE 2 - FEES**

- 2.1 Professional fees for the services described in Article 1 of this Agreement shall be:
  - A. <a href="Programming:">Programming:</a> The first task will be a kickoff meeting between the Architect and the City of Coconut Creek/ Coconut Creek Fire Rescue to develop a program of required spaces and associated square footage. If required, our office and the city will tour existing fire rescue station similar in design prior to starting needs assessment. Once the program has been created and accepted by the City, the Architect will create an adjacency diagram. At this phase we will release the surveyor to perform surveying and tree surveying services. Refer to Exhibit "B" for spreadsheet for architectural and engineering professional fees. Refer to Exhibit "C" for subconsultants proposals.
  - B. <u>Schematic Design:</u> The Architect will commence preparation of a Schematic Design Drawing Package consisting of Architectural, MEP, structural, interior design, LEED checklist, Civil and Landscape disciplines. CSA will coordinate with LEED consultant during this phase. Refer to Exhibit "B" for spreadsheet for architectural and engineering professional fees. Refer to Exhibit "C" for subconsultants proposals.



- C. <u>Site Plan Approval/DRC</u>: The Architect will commence preparation of a Site Plan Approval/DRC Package consisting of Architectural, Photometrics, LEED checklist, Sustainability Building Requirements, Traffic Impact Study, Civil and Landscape disciplines. We will attend the preapplication meeting. The Architect will attend community outreach meetings, Planning and Zoning Board meetings, and City Commission meetings and any workshops requested by City. It is understood that the City will handle any Plat Amendments required by the County. CSA will coordinate with the LEED consultant during this phase. Refer to Exhibit "B" for spreadsheet for architectural and engineering professional fees. Refer to Exhibit "C" for subconsultants proposals.
- D. <u>Design Development:</u> The Architect will commence preparation of a Design Development Drawing Package consisting of Architectural, MEP, Structural, Interior Design, LEED, Civil and Landscape disciplines. Traffic signalization design (post mount flashers) will be provided at the ingress/egress of the Fire Station site. CSA will coordinate with the LEED consultant during this phase. The Electrical Engineer will be providing site lighting and photometrics during this phase. Refer to Exhibit "B" for spreadsheet for architectural and engineering professional fees. Refer to Exhibit "C" for subconsultants proposals.
- E. <u>Construction Documents:</u> Upon completion of the Design Development Package and approval to proceed from the city, the Architect will commence the preparation of final bid, permit, and construction documents consisting of Architectural, MEP, structural, interior design, LEED and Traffic Signal, Civil and Landscape disciplines. Engineering calculations and NOA's will be provided. CSA will coordinate with the LEED consultant during this phase. Refer to Exhibit "B" for spreadsheet for architectural and engineering professional fees. Refer to Exhibit "C" for subconsultants proposals.
- F. Permitting Phase: This phase includes permit assistance from the Construction Manager. Assist in the permitting process by responding to Building Department comments. Kimley Horn to prepare submittal packages and submit for government agency permits with the appropriate calculations and back-up to the following agencies but not limited to: Broward County Environmental Protection and Growth Management Department (BCEPGMC) Surface Water Management License/ERP and Sanitary Sewer Collection System Permit and Broward County Health and City of Coconut Creek Engineering and Utilities Permit. Refer to Exhibit "B" for spreadsheet for architectural and engineering professional fees. Refer to Exhibit "C" for subconsultants proposals.
- G. Garanteed Maximum Price (GMP) Negotiation: This phase includes GMP negotiation with the Construction Manager at Risk. Review GMP cost proposals with city and make a recommendation
  - Meetings with Construction Manager. Review and respond to RFI's. Coordination with the Construction Manager for pricing. Refer to Exhibit "B" for spreadsheet for architectural and engineering professional fees. Refer to Exhibit "C" for subconsultants proposals.
- H. Construction Administration Phase: This phase includes Shop Drawing reviews, responses to RFI's, process Pay Applications and Change Order Reviews. It is anticipated that site visits and OAC meetings will not exceed (39) visits based on bi-weekly meetings (Every 2 weeks). CSA will prepare meeting minutes at every OAC meeting. CSA will also prepare site reports and take photos at bi-weekly meeting. A maximum of (2) punch lists will be performed. A total of (41) site visits is included in our fee proposal. We have included (40) Special Inspections (Refer to Jezerinac Group



in spreadsheet) This way if they are not needed the City will not be invoiced. CSA will coordinate with the LEED consultant and Construction Manager during this phase. *Please note we only estimated our fee based on (2) reviews for each shop drawings. Any additional reviews will be billed at our hourly rates listed below. Note: Any additional submittal/shop drawing reviews will be billed at hourly rates listed below.* Refer to Exhibit "B" for spreadsheet for architectural and engineering professional fees (Construction Administration, Site Meetings and Site Observation). Refer to Exhibit "C" for subconsultants proposals.

- I. <u>Warranty Services:</u> After one year from the substantial completion date our office and MEP subconsultant will review the building and issue a report on any of our findings not in compliance with the contract documents. Refer to Exhibit "B" for spreadsheet for architectural and engineering professional fees. Refer to Exhibit "C" for subconsultants proposals.
- J. <u>As Constructed Record Drawings:</u> The Architect and Sub-Consultants will provide the City with Record Drawings in a final paper set, PDF, and CAD formats. These drawings will be based upon the General Contractors field markup 'as-built' set being maintained at the site during construction and any other observations made by the Architect and Sub-Consultants. A survey will be completed by the Architects surveyor at completion of the project to record above ground elements and landscaping.
- **K.** <u>Reimbursables:</u> Refer to spreadsheet for architectural and engineering reimbursables. Refer to Article 2.2 below for list of reimbursable rates as applicable.
- 2.2 Direct project expenses (reimbursable expenses) will be billed per the terms of our CCNA agreement and are in addition to compensation described in Article 2.1 above and include, but are not limited to, actual expenditures made by the Architect or its consultants in the interest of the Project as follows:
  - A. Reproductions at cost.
  - B. In-house black and white plotting at the rate of \$2.00 per sheet
  - C. In-house color plotting at the rate of \$12.00 per sheet
  - D. Mail, shipping, and courier service at cost.
  - E. Permit fees or agency review fees.
  - F. Automobile travel at the rate of \$0.70 per mile, plus tolls if applicable. The Parties agree that travel conducted within the Tri-County area, specifically Palm Beach County, Broward County, and Miami-Dade County, shall be classified as local travel. Such local travel shall not be eligible for reimbursement of any costs or expenses under this Agreement.
- 2.3 Payment on account of services rendered, including direct project expenses incurred, shall be made monthly upon presentation of the Architect's invoice for professional services. Should any portion of the invoice be in dispute, all other portions shall be paid per the terms of this Agreement. Any billing concerns shall be submitted in writing by the Client to the Architect describing the disputed portion of the invoice in detail for discussion and resolution.
- 2.4 Payment on account of the Architect's services, as well as any direct project expenses, shall be made within thirty (30) days of invoice date for services rendered and/or expenses incurred.

**ARTICLE 3 – NOT USED** 



#### **ARTICLE 4 - CHANGE IN SERVICES**

- 4.1 Change in the services to be performed by the Architect or the Architect's consultants, may be accomplished after execution of this Agreement, without invalidating the Agreement, by mutual agreement and execution of a written Change in Services Authorization.
- 4.2 Any change in Services shall be invoiced at an agreed to Lump Sum Fee for the work described, or in the absence of an established fee, the current fee structure shall apply. The firm's hourly rates are as follows:

Α.	Principal	\$250.00
В.	Project Architect	\$200.00
C.	Project Manager	\$180.00
D.	Intern Architect	\$125.00
Ε.	Technician	\$110.00
F.	Clerical	\$ 90.00

- 4.3 If any of the following circumstances affect the Architect's services for the Project, the Architect shall be entitled to an appropriate adjustment in the Architect's schedule and compensation.
  - A. Clients change in instruction or approval which requires revisions to completed services.
  - B. Changes or revisions in code, laws regulations or official interpretations which necessitate changes to completed services.
  - C. Decisions or direction required by the Client are not clearly or completely transmitted to the Architect in a timely manner.
  - D. Significant change in the Project includes, but not limited to, size, quality, complexity, the Client's schedule, or budget.
  - E. The omission, neglect, or refusal by the Client or the Client's consultants to perform, or the inadequate performance of, any duty, obligation, or responsibility required under this Agreement.
  - F. Preparation for and attendance at dispute resolution proceedings or a legal proceeding except where the Architect is a party thereto.

Please review and contact me should you have any comments or questions on any of the above. We appreciate the opportunity and will be happy to review our thoughts and provide additional clarifications if required.

Sincerely,
CURRIE SOWARDS AGUILA ARCHITECTS

Jess Sowards, AIA, LEED AP, President



	EXHIE	BIT "A"	
DESCRIPTION	YES	NO	COMMENTS
ABANDONMENTS		Х	
ACOUSTICAL ANALYSIS		Х	
ASBESTOS SURVEY		Х	
BOUNDARY/TOPOGRAPHY/TREE SURVEYS	Х		See attached sub-consultant proposal for scope
COASTAL CONSTRUCTION PERMITTING		Х	
CONDITIONAL USE		Х	
ENVIRONMENTAL IMPACT ANALYSIS		Х	
EXISTING BUILDING SURVEYS		Х	
MEASURED DRAWINGS		Х	
LIFE CYCLE COST ANALYSIS		Х	
PHOTOGRAPHY	Х		During Construction Administration Phase Only
PROGRAMMING	Х		,
RENDERINGS	X		Interior and exterior renderings.
REZONING		Х	
SCHEDULING		X	
TRAFFIC ENGINEERING	Х		See attached sub-consultant proposal for scope
SITE PLAN APPROVAL	X		See according on compartant proposarior scope
SOILS REPORT/RECOMMENDATIONS	X		See attached sub-consultant proposal for scope
INTERIOR DESIGN	X		See attached sub-consultant proposal for scope
KITCHEN DESIGN		Х	
BUILDING INFORMATION MODELING	Х		BIM Level 300
CIVIL ENGINEERING	X		See attached sub-consultant proposal for scope
CONSTRUCTION DOCUMENTS	X		See accorded sub-consumer proposarior scope
COST ESTIMATING		Х	Coordinate with CM for GMP is included.
ELECTRICAL ENGINEERING	Х		See attached sub-consultant proposal for scope
TELECOMMUNICATION/DATA DESIGN	X		See attached sub-consultant proposal for scope
IRRIGATION DESIGN	X		See attached sub-consultant proposal for scope
LANDSCAPE ARCHITECTURE	X		See attached sub-consultant proposal for scope
MECHANICAL ENGINEERING	X		See attached sub-consultant proposal for scope
PLUMBING ENGINEERING	X		See attached sub-consultant proposal for scope
SECURITY/BDA/OTHER LOW VOLTAGE	X		See attached sub-consultant proposal for scope
BOOK SPECIFICATIONS	X		See attached sub-consultant proposal for scope
STRUCTURAL ENGINEERING	X		See attached sub-consultant proposal for scope
GMP NEGOTIATIONS & RECOMMENDATIONS	X		
CONTRACTOR SELECTION ASSISTANCE		Х	CMAR to be selected by city
PERIODIC CONSTRUCTION ADMINISTRATION	Х		See attached sub-consultant proposal for scope.
T EMOBIE CONSTRUCTION ADMINISTRATION			Refer to Article 2.1(H)
ON-SITE PROJECT REPRESENTATION	Х		Refer to Article 2.1(H)
PAYMENT APPLICATION REVIEW	Х		Refer to Article 2.1(H)
PUNCHLIST/CLOSE-OUT	Х		Refer to Article 2.1(H)
SHOP DRAWING REVIEW	Х		Refer to Article 2.1(H)
AS-CONSTRUCTED RECORD DRAWINGS	Х		
COMMISSIONING	Х		See attached sub-consultant proposal for scope



POST OCCUPANCY EVALUATION (WARRANTY SERVICES)	Х	Limited to Architectural and MEP Services Only
LEED/SUSTAINABLE CERTIFICATION – SILVER 4.0	Х	See attached sub-consultant proposal for scope. Refer to Article 1 for scope
WARRANTY SURVEY	Х	See attached sub-consultant proposal for scope. Refer to Article 1 for scope





# Exhibit "B"

# Coconut Creek Fire Station 113 - Fee Breakdown



	Programming	Schemat	tic Design	Design Dev	velonment	Site Plann	ning / DPC	Constructi	ion Drawings	Do	rmitting	GMP/ Negotiations	Constructio	n Administration	Site Meetings	Site Observation	Record Drawings	Warranty Review	Sub-Total
Currie Sowards Aguila Architects Hr. Rate	Hours Sub Total	Hours	Sub Total	Hours	Sub Total	Hours	Sub Total	Hours	Sub Total	Hours	Sub Total	Hours Sub Total	Hours	Sub Total	Hours Sub Total	Hours Sub Total	Hours Sub Total	Hours Sub Total	Jub Total
Principal \$ 250.00	4 \$ 1,000.00		\$ 15,000.00		\$ 20,000.00	8	\$ 2,000.00		\$ 24,000.00	110013	2 \$ 3,000.00	8 \$ 2,000.00	90	\$ 20,000.00	32 \$ 8,000.00	32 \$ 8,000.00	2 \$ 500.00	6 \$ 1,500.00	
Project Architect \$ 200.00		180				32	\$ 6,400.00		\$ 72,000.00	4	5 8.000.00	16 \$ 3,200.00	220		96 \$ 19,200.00	41 \$ 8,200.00	8 \$ 1,600.00	24 \$ 4,800.00	
Project Manager \$ 180.00	12 \$ 2,160.00	120			\$ 32,400.00	40	\$ 7,200.00		\$ 75,600.00	1	5 7,200.00	24 \$ 4,320.00	440		123 \$ 22,140.00	82 \$ 14,760.00	8 \$ 1,440.00	80 \$ 14,400.00	
Intern Architect \$ 125.00	6 \$ 750.00	240			\$ 35,000.00	48	\$ 6,000.00		\$ 50,000.00	3	2 \$ 4,000.00	- \$ -	160		32 \$ 4,000.00	32 \$ 4,000.00	16 \$ 2,000.00	d \$ 14,400.00	
Technician \$ 110.00	0 5 750.50	180			\$ 24,200.00	24	\$ 2,640.00		\$ 52,800.00	10	5 \$ 1,760.00	- Š -	80		d \$ -,000.00	4,000.00	40 \$ 4,400.00	dš -	
Clerical \$ 90.00	4 \$ 360.00		\$ 2,160.00		\$ 3,600.00	10	\$ 900.00		\$ 4,500.00	2	4 \$ 2,160.00	2 \$ 180.00	60	5,400.00	, , , , , , , , , , , , , , , , , , ,	ءَ ا	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	] .	
Cierical 3 30.00	3 300.00	24	\$ 2,100.00	40	3,000.00	10	\$ 900.00	30	\$ 4,500.00	2.	2,100.00	2 3 180.00		3,400.00		ا ا	ا ا	3	
Sub-Total	\$ 9,070.00		\$ 124,560.00		\$ 157,200.00		\$ 25,140.00		\$ 278,900.00		\$ 26,120.00	\$ 9,700.00		\$ 177,400.00	\$ 53,340.00	\$ 34,960.00	\$ 9,940.00	\$ 20,700.00	\$ 927,030.00
Sub Total	Programming		tic Design	Design Dev		Site Plann		Constructi	ion Drawings	Po	rmitting	GMP/ Negotiations		n Administration	Site Meetings	Site Observation	Record Drawings	Warranty Review	\$ 327,030.00
Kimley Horn -Civil Hr. Rate	Hours Sub Total	Hours	Sub Total	Hours	Sub Total	Hours	Sub Total	Hours	Sub Total	Hours	Sub Total	Hours Sub Total	Hours	Sub Total	Hours Sub Total	Hours Sub Total	Hours Sub Total	Hours Sub Total	
Principal, Engineer \$ 250.00	e -	7	\$ 500.00	6 9	\$ 1,500.00	110013	\$ 1,500.00	110013	\$ 1,000.00	10013	\$ 2,500.00	1 \$ 250.00	110013	\$ 1,500.00	c -	c -	2 \$ 500.00	c -	
Senior Engineer \$ 200.00		10		25	\$ 5,000.00	30	\$ 6,000.00	19	\$ 3,600.00	50	\$ 10,000.00	10 \$ 2,000.00	22		10 \$ 2,000.00	10 \$ 2,000.00	\$ 1,000.00	\$ -	
Engineer \$ 180.00	, i	14				20	\$ 3,600.00		\$ 3,600.00	60	\$ 10,800.00	\$ 2,000.00	36		5 \$ 900.00	46 \$ 8,280.00	25 \$ 4,500.00	š .	
Drafter / GIS \$ 125.00	,	20				10			\$ 1,750.00	25	\$ 3,125.00	10 \$ 1,250.00	30	\$ 0,400.00	\$ 500.00	\$ 0,200.00	1 \$ -,500.00	š -	
Clerical \$ 90.00	š -		\$ 90.00		\$ 90.00		\$ 90.00	1	\$ 90.00	10	\$ 900.00	\$ 1,230.00	18	\$ 1,620.00	, , , , , , , , , , , , , , , , , , ,	š -	d s -	š -	
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Sub-Total	\$ -		\$ 7,610.00		\$ 20,040.00		\$ 12,440.00		\$ 10,040.00		\$ 27,325.00	\$ 3,500.00		\$ 14,000.00	\$ 2,900.00	\$ 10,280.00	\$ 6,000.00	\$ -	\$ 114,135.00
	Programming	Schema	tic Design	Design Dev			ning / DRC		ion Drawings	Pe	rmitting	GMP/ Negotiations		n Administration	Site Meetings	Site Observation	Record Drawings	Warranty Review	, , , , , , , , ,
Kimley Horn- Landscape Hr. Rate	Hours Sub Total	Hours	Sub Total	Hours	Sub Total	Hours	Sub Total	Hours	Sub Total	Hours	Sub Total	Hours Sub Total	Hours	Sub Total	Hours Sub Total	Hours Sub Total	Hours Sub Total	Hours Sub Total	
Principal, Landscape Architect \$ 250.00	Ġ _	2	\$ 500.00		\$ 1,000.00	6	\$ 1,500.00	1	\$ 1,000.00	1	\$ 250.00	1 \$ 250.00	1	\$ 1,000.00	\$ -	Ġ -	2 \$ 500.00	110010	
Senior, Landscape Architect \$ 200.00	Š.	12				18	\$ 3,600.00	6	\$ 1,200.00	2	\$ 400.00	10 \$ 2,000.00	12		16 \$ 3,200.00	16 \$ 3,200.00	\$ \$ 1,000.00		
Project Manager, Landscape Designer \$ 180.00	š -	18				25		12	\$ 2,160.00	_	\$ -	\$ -	6	\$ 1,080.00	6 \$ 1,080.00	6 \$ 1,080.00	25 \$ 4,500.00		
Technician \$ 110.00	š -	20		1 1	\$ 5,500.00	30			\$ 2,750.00	2	\$ 220.00	10 \$ 1,100.00		\$ 2,000.00	\$ -	\$ -	d \$ -		
Clerical \$ 90.00	\$ -	1				1			\$ 90.00	2	\$ 180.00	\$ -		\$ -	, \$ -	, \$ -	d s -		
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Sub-Total	\$ -		\$ 8,430.00		\$ 14,390.00		\$ 12,990.00		\$ 7,200.00		\$ 1,050.00	\$ 3,350.00		\$ 4,480.00	\$ 4,280.00	\$ 4,280.00	\$ 6,000.00		\$ 66,450.00
	Programming	Schema	tic Design	Design Dev	velopment	Site Plann	ning / DRC	Constructi	ion Drawings	Pe	rmitting	GMP/ Negotiations	Constructio	n Administration	Site Meetings	Site Observation	Record Drawings	Warranty Review	
Kimley Horn- Traffic Hr. Rate	Hours Sub Total	Hours	Sub Total	Hours	Sub Total	Hours	Sub Total	Hours	Sub Total	Hours	Sub Total	Hours Sub Total	Hours	Sub Total	Hours Sub Total	Hours Sub Total	Hours Sub Total	ľ	
Principal, Engineer \$ 250.00	s -	6	\$ 1,500.00	4 4	\$ 1,000.00	6	\$ 1,500.00	2	\$ 500.00	2	\$ 500.00	1 \$ 250.00	4	\$ 1,000.00	4 \$ 1,000.00	4 \$ 1,000.00	1 \$ 250.00		
Senior Engineer \$ 200.00	s -	10		12		20	\$ 4,000.00	6	\$ 1,200.00	4	\$ 800.00	4 \$ 800.00	8	\$ 1,600.00	4 \$ 800.00	10 \$ 2,000.00	\$ 400.00		
Technician \$ 110.00	s -	8		1 1	\$ 1,100.00	30	\$ 3,300.00	10	\$ 1,100.00	10	\$ 1,100.00	\$ -		\$ -	s -	s -	4 \$ 440.00		
Clerical \$ 90.00	s -	1	\$ 90.00			1	\$ 90.00		\$ 180.00	2	\$ 180.00	\$ -	4	\$ 360.00	s -	, , , , , , , , , , , , , , , , , , ,	d s -		
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Sub-Total	\$ -		\$ 4,470.00		\$ 4,590.00		\$ 8,890.00		\$ 2,980.00		\$ 2,580.00	\$ 1,050.00		\$ 2,960.00	\$ 1,800.00	\$ 3,000.00	\$ 1,090.00		\$ 33,410.00
	Programming	Schema	tic Design	Design Dev	velopment	Site Plann	ning / DRC	Constructi	ion Drawings	Pe	rmitting	GMP/ Negotiations	Constructio	n Administration	Site Meetings	Site Observation	Record Drawings	Warranty Review	
Jezerinac Hr. Rate	Hours Sub Total	Hours	Sub Total	Hours	Sub Total	Hours	Sub Total	Hours	Sub Total	Hours	Sub Total	Hours Sub Total	Hours	Sub Total	Hours Sub Total	Hours Sub Total	Hours Sub Total		
Principal, Engineer \$ 250.00	\$ -	16.00	\$ 4,000.00	20.00	\$ 5,000.00		\$ -	16.00	\$ 4,000.00	1.00	\$ 250.00	1.50 \$ 375.00	4.00	\$ 1,000.00	14.0 \$ 3,500.00	9.5 \$ 2,375.00	2.00 \$ 500.00		
Senior Engineer \$ 200.00	\$ -	10.00	\$ 2,000.00	30.00	\$ 6,000.00		\$ -	35.00	\$ 7,000.00	2.00		4.00 \$ 800.00	12.00		8.0 \$ 1,600.00	67.8 \$ 13,550.00	2.00 \$ 400.00		
Engineer \$ 180.00	\$ -	17.50	\$ 3,150.00				\$ -	56.11	\$ 10,100.00	4.72		7.36 \$ 1,325.00	39.72		5.0 \$ 900.00	- \$ -	20.00 \$ 3,600.00		
Special Inspector \$ 125.00	\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	\$ -		\$ -	\$ -	195.0 \$ 24,375.00	0.00 \$ -		
Clerical \$ 90.00	\$ -		\$ -		\$ -	:	\$ -	5.00	\$ 450.00		\$ -	\$ -	5.00	\$ 450.00	\$ -	12.0 \$ 1,080.00	0.0 <b>C</b> \$ -		
																			•
Sub-Total	\$ -		\$ 9,150.00		\$ 18,300.00		\$ -		\$ 21,550.00		\$ 1,500.00	\$ 2,500.00		\$ 11,000.00	\$ 6,000.00	\$ 41,380.00	\$ 4,500.00		\$ 115,880.00
	Programming	Schema	tic Design	Design Dev	velopment	Site Plann	ning / DRC	Constructi	ion Drawings	Pe	rmitting	GMP/ Negotiations	Constructio	n Administration	Site Meetings	Site Observation	Record Drawings	Warranty Review	
TYEC Hr. Rate	Hours Sub Total	Hours	Sub Total	Hours	Sub Total	Hours	Sub Total	Hours	Sub Total	Hours	Sub Total	Hours Sub Total	Hours	Sub Total	Hours Sub Total	Hours Sub Total	Hours Sub Total		
Principal \$ 250.00	6 \$ 1,500.00	6	\$ 1,500.00	2	\$ 500.00	2	\$ 500.00	6	\$ 1,500.00		\$ -	4 \$ 1,000.00		\$ -	48 \$ 12,000.00	24 \$ 6,000.00	<b>(</b> \$ -	8 \$ 2,000.00	
Senior Engineer \$ 200.00	20 \$ 4,000.00	8	\$ 1,600.00	18	\$ 3,600.00	16	\$ 3,200.00	16	\$ 3,200.00	8	\$ 1,600.00	10 \$ 2,000.00	24	\$ 4,800.00	48 \$ 9,600.00	\$ -	c \$ -	20 \$ 4,000.00	
Project Manager \$ 180.00	4 \$ 720.00	4	\$ 720.00	8	\$ 1,440.00		\$ -	12	\$ 2,160.00	6	\$ 1,080.00	\$ -	8	\$ 1,440.00	\$ -	\$ -	<b>(</b> \$ -	¢	
Engineer \$ 180.00	\$ -	120	\$ 21,600.00	160	\$ 28,800.00		\$ -	140	\$ 25,200.00	16	\$ 2,880.00	\$ -		\$ -	\$ -	\$ -	60 \$ 10,800.00	d \$ -	
Technician \$ 110.00	\$ -		\$ -	1:	\$ -		\$ -		\$ -		\$ -	\$ -		\$ -	\$ -	\$ -	d \$ -	d \$ -	
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Principal	\$ 250.00		\$ -	2 \$ 500.00	\$	-	\$ -	\$ -	\$ -	\$ -		\$ -		\$ -		\$ -	d	\$ -		
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Project Administrator, LEED	\$ 200.00	10	\$ 2,000.00	10 \$ 2,000.00	20 \$ 4	4,000.00	\$ -	50 \$ 10,000.00	\$ -	\$ -	1	10 \$ 22,000.00		\$ -		\$ -	d	\$ -		1
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Survey Crew (2 Person)	\$ 180.00	110	\$ 19,800.00	\$ -	\$	-	\$ -	\$ -	\$ -	- \$ -		\$ -		\$ -	-	\$ -	48	\$ 8,640.00		
Technician	\$ 110.00	67	\$ 7,370.00	\$ -	\$	-	\$ -	\$ -	\$ -	- \$ -		\$ -		\$ -	-	\$ -	48	\$ 5,280.00		

Reimbursables (NTE)

Architecture, MEP and ID Reimbursable \$ 8,500.00 (CSA, IDC, JEZERINAC,TYEC)

LEED Registration Fees and Certification Fees \$ 5,800.00 (BRS)

**LEED Plaque** \$ 800.00 (Engraved Brass Plaque - Brushed Finish)

Civil Reimbursable Expenses \$ 5,350.00 (KH)

Structural Reimbursable (inspections Reim) \$ 5,000.00 (Jezerinac)

 Geotechnical: Field Investigation
 \$ 8,798.00

 Geotechnical: Laboratory Testing
 \$ 1,970.00

 Geotechnical: Path Clearing
 \$ 3,500.00

Grand Total

\$ 1,653,503.00



# Exhibit "C"



June 17, 2025 (July 11, 2025)

Mr. Jess Sowards, AIA, LEED AP Currie Sowards Aguila Architects, Inc. 185 NE 4<sup>th</sup> Ave, Suite 101 Delray Beach, FL 33483

RE: Coconut Creek Fire Station 113
Site Development Services Proposal

Dear Mr. Sowards,

Thank you for the opportunity to be a part of your team on the development of this project. Kimley-Horn and Associates, Inc. (hereinafter referred to as "Kimley-Horn" or the "Consultant") is pleased to submit this letter agreement (the "Agreement") to **Currie Soward Aguila Architects, Inc.** (the "Client" or "Architect") for Site Development Services associated with the Coconut Creek Fire Station 113 project (the "Project") for the City of Coconut Creek ("Owner"). Our project understanding, scope of services, and fees are below.

#### PROJECT UNDERSTANDING

The Project consists of the design, permitting and construction of a new Fire Station #113 and Fire Administration Building located at the intersection of Banks Road and Cullum Road, in Broward County, Florida. The Client is looking to develop the eastern portion of the parcel with the new Fire Station Building as part of the MainStreet development. The western portion of the heavily vegetated vacant parcel will be cleared to allow for future development.

The scope of services below is limited to site civil engineering, landscape, irrigation, hardscape plans and calculations, traffic engineering, signalization, site civil permitting as noted, and construction phase services for site civil and landscape scope of work. Other services will be provided by others.

#### **ASSUMPTIONS**

Kimley-Horn has prepared the following scope and fee based on the following assumptions:

- The following scope of work is based on information provided to Kimley-Horn by the Client on June 4, 2025 and Shown in Exhibit A.
- If significant modifications are made to the site plan during plan preparation or significant
  modifications are required as a result of completing plan production and permit submittals
  concurrently, Additional Services will be required.
- The Client shall provide all surveys (CAD and PDF), site plan design (CAD and PDF), geotechnical reports, and other pertinent information to Kimley-Horn prior to starting work.
- Utilities
  - Utility connections for water and sewer are available within or adjacent to the project site for connection of the project and it is assumed that adequate capacity is available for the



- project. No off-site utility extensions or connections are required or are proposed as a part of this project.
- No proposed lift station will be required, nor modifications to an existing lift station. If lift station design or evaluation is necessary, Additional Services will be required.
- Subsurface Utility Explorations (S.U.E) are excluded from this scope of services. If the Client desires to obtain utility locations or test holes they can be provided as Additional Services.
- Coordination with the franchise utilities (FPL, AT&T, Comcast, Gas) is specifically excluded from this scope of work and will be completed by the City or the Client's MEP Engineer. Upon receipt of designs from the franchise utilities from the City or Client's MEP Engineer, Kimley-Horn will incorporate them into the civil engineering plans for coordination purposes only.
- The Client's Electrical Engineer TYEC will provide lighting and photometric plans for the Project for the site plan submittal. Kimley-Horn will show all existing and proposed light poles on the civil plans for coordination purposes.
- Off-site roadway improvements are specifically excluded from this scope of work, including
  modifications to the roads to which the entrances to loading and service area(s) may connect.
  The roadway work is limited only to the driveway connections.
- Stormwater
  - The site is not located within or adjacent to any Wellfield Protection Zones
  - The site is located within a Current and Proposed FEMA Zone X with no Base Flood Elevation
  - The project is located entirely within the Broward County Surface Water NW Basin of the Cocomar stormwater system, previously permitted under Project Monarch High School
  - A major modification for the stormwater system will be required for the project, which will supersede Broward County SWM 2002-030-0.
- A SFWMD Water Use Permit for Dewatering, if required, will be completed by the Client's Contractor and is anticipated to meet the General Permit requirements.
- Traffic and Signalization
  - This scope excludes new mast arm traffic signals at the intersection of Lyons Road and Cullum Road. These will be provided by Developer through Mainstreet Projects
  - This scope anticipates that only post-mounted advance emergency signals will be required east and west of the property on Cullum Road and coordination for the preemption switch will be coordinated based on Developer's traffic signals location
  - This scope anticipates that review of the emergency signal/flasher will be by the City of Coconut Creek and Broward County Traffic Division and no reviews by the Florida Department of Transportation will be required.
- LEED Certification scope is within the separate task below. Kimley-Horn's assistance with LEED credit work is limited to the credits listed. Kimley-Horn cannot guarantee acceptance of any credit by the U.S. Green Building Council (USGBC).
- This scope specifically excludes detailed modeling of the groundwater system, which would require Additional Services.



- Completion and submittal of National Pollutant Discharge Elimination System (NPDES)
   Notice of Intent (NOI) will be completed by the Client's Contractor. Completion and record keeping of NPDES maintenance records, daily/weekly/rainfall determined reports, and filing of the Notice of Termination are responsibility of the Client's Contractor.
- No retaining walls or site structures are anticipated. Should they be required to facilitate building design conditions, design will be provided by the Architect's structural engineer or as Additional Services.
- All Title work, violations, liens, subdivision regulations and open permits will be investigated and handled by the Client or the Client's Attorney.
- Platting, replatting, or any other plat, survey, water management tract modifications, easement abandonment, new easement preparation, and other related scope is specifically excluded and shall be provided by the Client's Surveyor.
- All site contamination issues, groundwater contamination, and monitoring are the
  responsibility of the Owner. Environmental work, such as Phase I or Phase II Environmental
  Site Assessments and Natural Resource Assessments, species specific surveys, species
  permitting, species relocation services, wetland delineation, wetland permitting, landfill, and
  contamination are not included and, if needed, will require Additional Services.
- This scope specifically excludes the creation of separate written specifications. All details and specifications will be on the plans or references to the applicable details and specifications of the agencies having jurisdiction.
- The design and permitting phase of the project is anticipated to be up to eighteen (18) months. The construction phase of the project is anticipated to be up to eighteen (18) months, immediately following the design and permitting phase. If the project phases are longer than the above assumptions or the project will be separated into additional phases of design, permitting, or construction, Additional Services will be required.
- Kimley-Horn shall exercise the professional standard of care in its efforts to comply with laws and regulations in effect as of the date of this Agreement. Design changes made necessary by unexpected interpretations or changes in laws or regulations shall entitle Kimley-Horn to reasonable adjustments in schedule and compensation. The Client acknowledges that the laws and regulations of various governmental entities having jurisdiction over the project are sometimes in conflict, and in that circumstance Kimley-Horn's sole obligation is to exercise the professional standard of care in an effort to resolve such conflicts.
- Kimley-Horn has no control over the actions of jurisdictional agencies and is not a party to agreements between the Client and others. Accordingly, professional opinions as to the status of permits and entitlements or the suitability for a specific purpose herein and professional opinions as to the probability and timeframe for approvals are made on the basis of professional experience and available data. Kimley-Horn does not guarantee that the outcome of permits and entitlements or suitability will not vary from its opinions. Because its opinions are based upon limited site investigation and scope of services, Kimley-Horn does not guarantee that all issues affecting the site have been investigated.



# **SCOPE OF SERVICES**

#### Task 1 – Schematic Design

# **Civil Engineering**

Kimley-Horn will prepare civil engineering schematic design plans for the Project. The plans will generally consist of the following sheets:

- Horizontal control plans
- Paving, grading, and drainage plans (general layout of drainage, finished floor elevation, drainage flow patterns)
- Utility plans (water, sewer) (general layout of water and sewer utilities anticipated connection points)

Kimley-Horn will prepare preliminary stormwater management calculations for the project site in accordance with Broward County Surface Water Division and SFWMD requirements for the drainage statement as needed for site plan submittal.

Kimley-Horn will prepare for and attend up to two (2) local meetings and conference calls associated with the Project as needed to complete the scope of work above. Team meetings, conference calls in person meetings with staff, and other meetings associated with this task are required.

#### Landscape Architecture

Kimley-Horn will provide the following landscape architecture services for the Project area. Kimley-Horn will conduct up to one (1) initial site visit to observe existing conditions, verify the tree survey provided by the Client or the City, and assess potential design integration with surrounding spaces. Kimley-Horn will attend up to one meeting with the Client to determine hardscape material preferences for paving treatments and site furnishings.

Kimley-Horn will prepare the following schematic design documents for review by the City.

• **Planting Plans**: Kimley-Horn will delineate plant material, plant quantities, plant schedules, specifications, and project-specific planting details for the Project area.

Kimley-Horn will respond to up to one (1) round of reasonable review comments from the City.

#### Traffic Engineering + Signalization

Kimley-Horn will attend up to one (1) meeting with the Owner and Broward County Traffic Engineering Division (BCTED) to discuss the proposed flashers and pre-emption connection. The flasher design requirements and general layout will be discussed at this meeting.

The Conceptual Signal Plan will indicate the location of proposed post mounted flashers and connection of the pre-emption button to the controller cabinet installed by the Developer as part of Mainstreet Projects. Kimley-Horn will coordinate with BCTED to determine the location or relocation of the signal hardware, the need for interconnection with adjacent traffic signals (if necessary).



Kimley-Horn will submit the Conceptual Signal Plan to BCTED and attend up to one (1) plan review meeting with county staff. Kimley-Horn will coordinate with County staff and the Client to address comments on the preliminary design and then proceed to prepare the Flasher Plans Package.

#### Task 2 – Site Planning / DRC Assistance

The Client or the Client's Planner shall be responsible for the major site plan submittal and approval process. Kimley-Horn will assist the Client with the site plan process by performing the following:

- Provide input on the site plan to the architect via PDF markups with respect to engineering criteria
- Prepare and provide preliminary engineering and landscape plans for inclusion in the site plan submittal package
- Prepare and provide traffic impact statement for inclusion within the DRC submittal package
- Respond up to two (2) rounds of reasonable review DRC comments
- Attend up to one (1) City DRC meeting
- Attend up to one (1) City Planning and Zoning Board Hearing
- Attend up to one (1) City Council meeting

It is assumed that the site plan will have its final decision made at the Planning and Zoning Board Hearing. If site plan is not approved and an appeal with City Commission meeting is necessary, then Additional services will be required.

#### Task 3 – Design Development

#### **Civil Engineering**

Kimley-Horn will prepare civil engineering design development plans for the Project. This scope of work will be predicated on the previous tasks, as approved by the Client and City. The plans will generally consist of the following sheets:

- General notes
- Key sheet
- Erosion and sedimentation control plans (one phase)
- Horizontal control plans
- Paving, grading, and drainage plans
- Site sections
- Utility plans (water, sewer)
- Details

Kimley-Horn will provide utility and stormwater connections to the buildings within five (5) feet of the exterior of the building. Kimley-Horn will coordinate with the Client and the Client's Consultants responsible for the building Mechanical, Electrical, and Plumbing systems for connection locations, sizes, and invert elevations for the utility and stormwater connections.

Kimley-Horn will prepare preliminary stormwater management calculations for the project site in accordance with Broward County Surface Water Division and SFWMD requirements for permitting with the agencies noted.



Kimley-Horn will prepare for and attend up to two (2) local meetings and conference calls associated with the Project as needed to complete the scope of work above. Team meetings, conference calls in person meetings with staff, and other meetings associated with this task are required.

#### **LEED Assistance**

Kimley-Horn will assist the Client in the LEED submittal process to the USGBC, using the LEED v4.0 for Building Design and Construction (BD+C) templates. Kimley-Horn will be responsible for the calculations, plans, and backup information necessary to submit for and attempt approval of only the following credits:

- SS Prerequisite Construction Activity Pollution Prevention (Licensed Professional Exemption)
- SS Rainwater Management
- WE Prerequisite Outdoor Water Use Reduction

If the Client or City desires Kimley-Horn to assist with other credits, Additional Services will be required. Kimley-Horn cannot guarantee that the USGBC will approve the credits.

## Landscape Architecture

Kimley-Horn will prepare the following design development documents for review by the County.

- Tree Disposition Plans Kimley-Horn will use the Client-provided tree survey and field observations to produce a plan that indicates existing tree locations keyed to a chart that describes species, height, Diameter at Breast Height (DBH), canopy spread, and condition. This plan will tabulate trees to remain, to be removed, and/or to be relocated. Kimley-Horn will provide notes and details to support the trees' disposition, and in accordance with code requirements, as well as mitigation calculations.
- Planting Plans: Incorporate any updates to the Planting Plans.
- **Irrigation Plans**: Kimley-Horn will provide preliminary irrigation plans prior to Client approval of the Planting Plans to include:
- The water source for the proposed irrigation system (direct connection to reclaimed water main, if available).
  - Irrigation mainline recommended routing.
  - Coordination with project civil engineer for sleeve and mainline routing, as applicable.
  - Irrigation controller locations with power supply drop locations.
- Material legend of all components.
- Schematic layout differentiating coverage for sod and planting areas.
- Hardscape Plans: Kimley-Horn will provide preliminary hardscape plans based on Client design input gathered during the Schematic Design phase to include:
  - Paving treatments pavers, stone, or decorative concrete
  - Site Furnishings specifications and layout locations

Kimley-Horn will respond to up to one (1) round of reasonable review comments from the County.



# Traffic Engineering + Signalization

Kimley-Horn will prepare a set of flasher design plans in accordance with the current appropriate BCTED traffic standards. The flasher design plans will consist of proposed conduit layout, pay items, general notes, key sheet, flasher design and details, and previously incorporated comments.

The Flasher Design Package are anticipated to consist of the following plans:

- Key Sheet
- General notes
- Tabulation of quantities
- Flasher Plan

The flasher design plans will be submitted to BCTED for their review and comment. Kimley-Horn will coordinate with the Client regarding any comments received from the County and then proceed to address comments and begin preparation of the Construction Documents, as described below.

# Task 4 - Construction Documents

#### **Civil Engineering**

Kimley-Horn will prepare civil engineering construction plans for the Project. This scope of work will be predicated on the previous tasks, as approved by the Client and County. The plans will generally consist of the following sheets:

- Cover sheet
- General notes
- Key sheet
- Erosion and sedimentation control plans (one phase)
- Demolition plans
- Horizontal control plans
- Paving, grading, and drainage plans
- Site sections
- Utility plans (water, sewer)
- Details

Kimley-Horn will provide utility and stormwater connections to the buildings within five (5) feet of the exterior of the building. Kimley-Horn will coordinate with the Client and the Client's Consultants responsible for the building Mechanical, Electrical, and Plumbing systems for connection locations, sizes, and invert elevations for the utility and stormwater connections.

Kimley-Horn will prepare final stormwater management calculations and a report for the project site in accordance with Broward County Surface Water Division and SFWMD requirements for permitting with the agencies noted.

Kimley-Horn will prepare for and attend up to two (2) local meetings and conference calls associated with the Project as needed to complete the scope of work above. Team meetings, conference calls in person meetings with staff, and other meetings associated with this task are required.



#### LEED Assistance

Kimley-Horn will respond to up to one (1) round of reasonable review comments from the USGBC in an attempt to obtain approval for the below-mentioned credits. If the Client or City desires Kimley-Horn to assist with other credits, Additional Services will be required. Kimley-Horn cannot guarantee that the USGBC will approve the credits.

- SS Prerequisite Construction Activity Pollution Prevention (Licensed Professional Exemption)
- SS Rainwater Management
- WE Prerequisite Outdoor Water Use Reduction

#### Landscape Architecture + Irrigation + Hardscape

Kimley-Horn will prepare the following construction documents for review by the County.

- **Tree Disposition Plans**: Incorporate any updates to the Planting Plans.
- Planting Plans: Incorporate any updates to the Planting Plans.
- Irrigation Plans: Kimley-Horn will design the irrigation system to provide 100% irrigation coverage for all exterior proposed landscaped areas. Kimley-Horn will provide the following irrigation design services, after Client approval of the Planting Plans and confirmation of the irrigation source:
  - Calculation of irrigation system requirements based on water application per week and water window availability as determined by local municipality and SFWMD.
  - Irrigation mainline and sub-mainline sizing with recommended routing.
  - Coordination with project civil engineer for sleeve and mainline routing, as applicable.
  - Master central control evaluation and recommendation, including analysis of system operation. A conceptual irrigation operation schedule for the project will be included.
  - Irrigation controller locations with power supply drop locations.
  - Material legend of all components.
- Ancillary notes, calculations, and labels required to develop a master irrigation system.
- Hardscape Plans: Kimley-Horn will prepare hardscape construction documents which will provide dimensions, detailing, and quantities necessary to construct the proposed improvements including selected paving treatment and site furnishing.

#### Traffic Engineering + Signalization

Submit Flasher Plans

Kimley-Horn will prepare the Final Flasher Plans upon BCTED review and approval of the 90% plans.

Final plans submittal to BCTED include up to four (4) 11" x 17" plan sets, signed and sealed by a Florida registered professional engineer. Kimley-Horn will provide up to five (5) plan sets for Client use.



# Task 5 – GMP / Negotiations

Kimley-Horn will provide the following services during the bidding, GMP and negotiations portion of the above referenced project.

- Clarifications and Interpretations: Respond to up to ten (10) reasonable and appropriate Contractor requests for information and issue clarifications and interpretations of the Contract Documents to Client/Contractor as deemed reasonable and appropriate by Kimley-Horn. Any authorization of variations from the Contract Documents will be made by Client.
- Review Bid Documents provided by the CM to ensure the bids capture all items noted within the Contract Documents. Reviews are limited to three (3) bid documents for each phase of the project, such as schematic design, design development stage and the construction documents phase.
- Provide feedback to the Client and City regarding Kimley-Horn's findings on the civil specific items from the Bid Documents.

During the bid review process, if the Client and City identify any suggestions made by the CM that require modifications to the Contract Documents, Kimley-Horn shall update the Contract Documents accordingly. Such modifications shall not exceed a total of twenty (20) hours of work.

#### Task 6 - Permitting

Kimley-Horn will assist the Client in submitting the specific permit applications to the following agencies, as noted immediately below. Kimley-Horn will prepare the applications and submittal packages to the agencies listed immediately below. Kimley-Horn will coordinate with the agencies to obtain any comments on the submittal. Kimley-Horn will respond to up to two (2) rounds of reasonable review comments for each of the immediately below referenced permits.

- Florida Department of Environmental Protection (FDEP) Water Distribution Permit
- Broward County Environmental Protection and Growth Management Department (BCEPGMD)
  - Surface Water Management License and SFWMD Environmental Resource Permit
  - Sanitary Sewer Collection System Permit
- Broward County Highway Division and/or BCTED
- City of Coconut Creek
  - **Engineering and Utilities Permit**
  - Fire Department

The Client, or the Client's Contractor will be responsible for the applications, submittals, and resubmittals for the immediately below referenced permits. Kimley-Horn will provide the necessary plans to the Client for submittal and will address up to two (2) rounds of reasonable review comments from the immediately below referenced permits.

- City of Coconut Creek Building Permit Review
- Broward County Concurrency Review



Most submittals can be run concurrently, however, some submittals will be required to be in series due to prior approvals being needed. Kimley-Horn cannot guarantee issuance of a permit by any agency and cannot guarantee the schedule for issuance of any permit by any agency. It is the responsibility of the Client and the Owner to adhere to and track any permit conditions, renewals, and expirations for any permits issued for this project.

Kimley-Horn will prepare ancillary plans associated with the submittals above, consisting of aerial maps, drainage basin maps, fire department plans, AutoTURN exhibits, and other exhibits required for permitting.

Kimley-Horn will prepare opinions of probable construction cost as required for the permit submittals above. Because Kimley-Horn does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. Kimley-Horn cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Kimley-Horn's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

#### Landscape Architecture + Irrigation

Kimley-Horn will assist the Client in submitting the specific permit applications to the following agencies, as noted immediately below. Kimley-Horn will prepare the applications and submittal packages to the agencies listed immediately below. Kimley-Horn will coordinate with the agencies to obtain any comments on the submittal. Kimley-Horn will respond to up to two (2) rounds of reasonable review comments for each of the immediately below referenced permits.

South Florida Water Management District (SFWMD) – Water Use Permit for Irrigation

Kimley-Horn will respond to up to two (2) rounds of reasonable review comments from the City for the Building Permit Review noted above.

#### Traffic Engineering + Signalization

Kimley-Horn will prepare and submit right-of-way construction permit applications pertaining to the design and maintenance of the proposed flasher to the City of Coconut Creek and BCTED. Kimley-Horn will prepare the application and submittal package. Kimley-Horn will coordinate for responses to requests for additional information and to assist the Client in obtaining the permits listed above. Kimley-Horn will respond to up to two (2) rounds of reasonable review comments. Kimley-Horn cannot guarantee issuance of any permit or the schedule for review and issuance of permits by any agency. This scope of work specifically excludes coordination, permitting, or review of the signal plans by FDOT.



#### Task 7 - Limited Construction Phase Services

Kimley-Horn will provide the limited professional construction phase services as requested by the Client or required by permit/municipality. These services are limited to the following tasks for the site civil engineering, landscape architecture, irrigation, hardscape, and traffic signal scopes of work:

- Review and response to Shop Drawings: Review and respond to certain shop drawings, samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Kimley-Horn will review up to ten (10) submittals. If additional submittals are required, then additional services will be required.
- Clarifications and Interpretations: Respond to up to ten (10) reasonable and appropriate
  Contractor requests for information and issue clarifications and interpretations of the Contract
  Documents to Client/Contractor as deemed reasonable and appropriate by Kimley-Horn. Any
  authorization of variations from the Contract Documents will be made by Client.
- Site visits shall be coordinated with the Client and Contractor for the improvements as indicated in the scope above. Visits will be periodic and observations will not be exhaustive or extend to every aspect of Contractor's work in progress. Kimley-Horn shall not, during such visits or as a result of such observations supervise, direct, control, influence, or have responsibility over Contractor's work. Kimley-Horn neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents or permits.
  - Site visits shall be coordinated with the Client and Contractor as listed below. This scope consists of a maximum of thirty (30) site visits, up to three (3) hours per visit. If additional site visits are required, Additional Services will be required.
    - Pre-Construction meeting
    - Water Main Installation
      - Water Main Piping Connection to Existing Stub Out
      - Water Main Flush
      - Pressure Test
    - Sewer Lateral Installation
      - Connection to existing sewer system
      - Sewer Lateral Piping
    - Storm Drainage Installation
      - Storm Piping / Exfiltration Trench
      - Storm Structure Installation
      - Storm Lamping
    - Site Paving / Grading
      - Subgrade (up to 2 site visits)
    - Base Rock (up to 2 site visits)
    - Landscape and Irrigation site visit review
    - Hardscape review
    - Traffic Post Mounted Flasher Site Visits
    - Substantial Completion / Punchlist Review (for Civil and Landscape)
    - Final Walkthrough Review (for Civil and Landscape)



- Up to ten (10) ancillary site visit
- Attendance at OAC meetings is specifically excluded.
- Review of warranties from the contractor is specifically excluded.
- Review of 'as-built' documents submitted by the Contractor and assist with submitting for final
  inspections and Certifications of Completion, as required for approval of the project. This scope
  consists of a maximum of three (3) as-built reviews for site civil as-builts provided by the
  Contractor.
- Submit Certifications of Completion as required to the permitting agencies listed above.
   Phasing of certifications or partial certifications are not included and will require Additional Services.

If the Consultant provides the limited construction phase services above, the Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall the Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits shall be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. The Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform their work in accordance with the contract documents.

# Task 8 - Preparation of Record Drawings

Kimley-Horn will prepare Record Drawings for the project upon completion of construction. The Record Drawings will be based on the design plans prepared as a part of this scope of work and revised to show those changes during the construction process reported by the contractor to Kimley-Horn and considered to be significant. The as-builts prepared by the Contractor's Surveyor will be included in the Record Drawings. The Record Drawings are not guaranteed to be "As Built" but is based on the best information made available to Kimley-Horn.

#### Task 9 - Reimbursable Permit Fees

Based on coordination with the Client and City, Kimley-Horn will pay the following permit fees associated with the above reference project based on the fee schedule provided for each permit listed below and estimated permit fee. If additional permit and certification fees are required based on review and comment from the regulatory permitting agency, then Additional Services will be required and confirmation from the Client will be required prior to proceeding with the additional fee payment. Additionally, if partial certifications are required for this project, then additional certification fees will be required as additional services.

- Florida Department of Environmental Protection (FDEP) Water Distribution Permit
  - Permit fee based on project and fee schedule: \$650
- BCEPGMD Environment Resource Permit
  - Permit fee based on project and fee schedule: \$2,250
- South Florida Water Management District (SFWMD) Water Use Permit
  - Permit fee based on project and SFWMD fee schedule: \$100
- BCTED Signalization Permit



Permit fee based on project fee schedule: \$100

Kimley-Horn recommends that the Client includes an additional \$1000 contingency for permit fees beyond what is estimated above. This is utilized for budgeting purposes to be used only for additional permit fees, which will only be utilized upon authorization by the Client and Owner.

#### ADDITIONAL SERVICES

Any items not specifically identified in the tasks above are considered additional services and can be provided on an hourly basis upon approval by the Client or as a separate scope of work. Possible Additional Services can consist of:

Environmental evaluations or permitting

# **SCHEDULE**

Kimley-Horn will provide our services as expeditiously as practicable to meet a mutually agreed upon schedule.

# INFORMATION PROVIDED BY CLIENT

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

- Access to the Project site
- Geotechnical report with pavement section recommendations, soil borings, exfiltration tests,
   Double Ring Infiltrometer (DRI) percolation tests, and other applicable information prior to start of the plans
- Title work for the Project area if provided by the client
- Boundary and topographic survey prior to start of the plans
- Utility locations and test holes, especially at traffic signal if desired by the client, will be needed prior to start of the traffic signal plans
- Arborist report if desired by the client
- Proposed site plan (AutoCAD and PDF) prior to start of the plans
- Architecture plans (first floor plan, other floors as necessary, showing overhangs and other key elements) – prior to finalization of site plan
- Site lighting and photometric plans prior to finalization of site plan
- Mechanical/Electrical/Plumbing plans with connection points, sizes, inverts, and demands for all utilities (water, sewer, roof leader, electrical, communication, etc.) – prior to start of the plans
- Signatures on permit applications prior to permit submittals
- Executed consent forms or agent authorization letters, as required for permit submittals prior to permit submittals

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# FEE AND BILLING

Kimley-Horn will perform the services below noted as "Lump Sum" for the labor fees below. Individual task amounts are informational only. Lump sum fees will be invoiced monthly based upon the overall percentage of services performed.

Direct reimbursable expenses related to all Tasks such as large format plotting, express delivery services, courier services, fees, air travel, out of town lodging, out of town mileage, and other direct expenses shall be reimbursed at 1.15 times cost. The initial budget fee for direct reimbursable expenses is **shown below** for use in budgeting the project only, and will change as the project develops and as described in Task 10 above. Any/all impact and connection fees and similar project fees will be paid directly by the Client. These fees are not included in any of the budget numbers. Should the Client request Kimley-Horn to advance any such project fees on the Client's behalf, a separate invoice for such fees, reimbursed at 1.15 times cost, will be immediately issued to and paid by the Client.

Payment will be due within twenty-five (25) days of the Client's receipt of the invoice and should include the invoice number and Kimley-Horn project number.

TASK	CIVIL	LA + IRR + HARDSCAPE	TRAFFIC
Task 1 – Schematic Design	\$7,610	\$8,430	\$4,470
Task 2 – Site Planning / DRC Assistance	\$12,440	\$12,990	\$8,890
Task 3 – Design Development	\$20,040	\$14,390	\$4,590
Task 4 – Construction Documents	\$10,040	\$7,200	\$2,980
Task 5 – GMP / Negotiations	\$3,500	\$3,350	\$1,050
Task 6 - Permitting	\$27,325	\$1,050	\$2,580
Task 7 – Limited Construction Phase Services	\$27,180	\$13,040	\$7,760
Task 8 – Preparation of Record Drawings	\$6,000	\$6,000	\$1,090
Task 9 – Reimbursable Permit Fees	\$3,900	\$100	\$100
TOTAL	\$118,035	\$66,550	\$33,510

Please note, the Civil Engineering portion of this project will be proceeding ahead of architectural plans. As a result, civil engineering related billing for this project will be ahead of the architectural billing. In addition, the Construction Phase Services will be billed in accordance with the amount of effort expended by Kimley-Horn and will be ahead of the overall project percentage complete for construction.



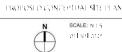
Kimley-Horn, in an effort to expedite invoices and reduce p an Adobe PDF format. We can also provide a paper copy v provide the following information:	·					
Please email all invoices to						
Please copy						
CLOSURE						
If you concur in all the foregoing and wish to direct us to proceed with the services, please provide an executed copy of the Subcontract for Professional Services with this full scope and fee referenced and attached as an Exhibit. In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the terms and conditions in the Subcontract for Professional Services provided by <b>Currie Sowards Aguila Architects, Inc.</b> Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.						
We appreciate this opportunity to provide these services to you. Please contact us at (561) 404-7250 if you have any questions.						
Sincerely, Kimley-Horn and Associates, Inc.  Lisandre Meyer, P.E. Civil Engineer, Project Manager	Jason Webber, P.E. Vice President					
Currie Sowards Aguila Architects, Inc.						
SIGNED:						
PRINTED NAME:						
TITLE:						
DATE						

Attachment – Exhibit A

See attched. Coconut Creek Station 113 Site Aerial PROPERTY SCOPE MARK-UP



PROPOSD TIRE STATION #113 + FIRE ADMINISTRATION (2-STORY OPTION)





ENTIRE SITE IN RED BOUNDRY IS PART OF FIRE STATION #113 - SCOPE OF WORK



ORANGE DASHED BOUNDRY LINE ARE SHWN FOR LIMITS FOR LAND SURVEYOR

THIS POTION OF LAND
DASHED IN PURPLE WILL BE
CLEARED AND PARCELS
DIVIDED

DASHED PORTION OF SITE WILL BE - PROPOSED SITE FOR FIRE STATION #113



July 24, 2025: Rev 03

Mr. Jayson Hall
Project Manager
Currie Sowards Aguila Architects
185 NE 4<sup>th</sup> Avenue
Suite 101
Delray Beach, FL 33483
Via email: jayson@csa-architects.com

REFERENCE: Coconut Creek Fire Station 113

Coconut Creek, FL

PROPOSAL FOR DESIGN SERVICES

Dear Mr. Hall,

Thank you for inviting Jezerinac Group, PLLC to provide this proposal to Currie Sowards Aguila Architects (the Client) for structural engineering services in relation to Coconut Creek Fire Station 113 (the Project).

Jezerinac Group, PLLC (JG) is a firm that specializes in delivering sophisticated structural engineering services to Architects, Builders, Owners, and their Representatives. The firm was founded by Ronald M. Jezerinac, P.E., S.E., an accomplished structural engineer with over thirty years of experience. Ron has practiced almost his entire career in South Florida and has led some of the most demanding projects from modest architectural statements to iconic sport's facilities to very large-scale commercial and residential mixed-use projects. Since its inception in 2014, the firm has grown rapidly and currently serves a multitude of well-respected high-profile architects, owners, and contractors on a multitude of public and privately funded projects in the commercial, residential, hospitality, industrial, educational, religious, healthcare, and sports and entertainment markets.

The following paragraphs outline our understanding of the project, our proposed scope, and the proposed fee.

#### I. Project Description

Our fee proposal is based on information provided to us in the Client's emails dated *June 12, 2025*, which included a brief project description. To summarize, in general terms, the project consists of an approximately 25,000 SF, two-story, four-bay fire station with fire administration program in Coconut Creek, FL. We assume that the structure will be founded on shallow foundations.

We have also been requested to provide a fee proposal for the special inspection services on the project. While there may be other qualified firms to perform Special Inspections on the project, by and large our industry has recognized that the Structural Engineer of Record (SER) is in the best position to perform Special Inspections on projects in which they have designed. The reasons for this include:

- The SER has complete knowledge of what is unique about the structure and thus what requires closest examination and when.
- The SER holds the highest level of concern with regards to the quality and accuracy of constructing the structural system.
- The on-site presence of the SER facilitates more consistent and real-time communication with the Contractor resulting in quicker resolutions to problems as they are encountered.



Mr. Jayson Hall
Currie Sowards Aguila Architects
Re: Coconut Creek Fire Station 113

July 24, 2025: Rev 03

Page 2 of 3

For all of these reasons, the probabilities of construction delays, cost overruns, and deficient or unsafe structures are greatly diminished.

### II. Scope of Services

Our scope of services will be as provided in Exhibit A Basic Scope of Services – Structural Design attached.

# III. Project Delivery Method

Construction Manager at Risk

#### IV. Schedule

Our proposal is based on a four-month design schedule and a twelve-month construction schedule for the primary structural frame and the structural aspects of the building enclosure.

#### V. Fees

We propose to perform the above Scope of Services for the Lump Sum Fees listed below plus reimbursable expenses as defined by AIA B104.

# Structural Design Services:

•	Schematic Design	\$9,150.00
•	Design Development	\$18,300.00
•	Construction Documents	\$21,550.00
•	Site Meetings (6 Meetings)	\$6,000.00
•	GMP/Negotiations	\$2,500.00
•	Permitting	\$1,500.00
•	Construction Administration	\$11,000.00
•	Record Drawings	\$4,500.00
•	Reimbursables	\$1,000.00
		\$75,500.00

# Special Inspection Services:

The total number of inspections required and the amount of time to conduct each one is variable from project to project. Factors contributing to our total fee include the contractor's ability to logically schedule their work to minimize the number of inspections, the quality of the construction and necessity for re-inspections, the number of after-hours inspections, and the involvement of the Jurisdiction Having Authority. As such, we have provided our fee for these services based on 30 separate inspections. We will notify the client if it appears that more inspections will be required.

		\$46.380.00
•	Reimbursables for Special Inspections	\$5,000.00
•	Special Inspections (30 Inspections)	\$41,380.00



Mr. Jayson Hall Currie Sowards Aguila Architects Re: Coconut Creek Fire Station 113

July 24, 2025: Rev 03

Page 3 of 3

# VI. Payment

We will invoice the Client monthly for fees and expenses. Amounts due will be proportional to the completion of the phases described in Section V. Payment is due per the terms provided within Exhibit C, Standard Conditions. Jezerinac Group reserves the right to suspend or terminate services should payment fail to comply with these terms.

#### VII. Additional Services

Should we be requested to perform services outside our Basic Scope of Services, as outlined in Exhibit A, we will make a request for additional fees in writing. We will proceed with the additional services only upon approval by the Client. Additional services will be rendered on an hourly basis per the rates that are shown within Exhibit B - Billing Rates unless a negotiated lump sum is mutually agreed upon.

#### VIII. Standard Conditions

We will perform all services in accordance with Exhibit C, Standard Conditions. Should Client elect to enter into an AIA Architect/Consultant Agreement or other Agreement, we will expect that these mutually beneficial terms are included within. This Proposal Letter in combination with its Exhibits represents our entire agreement.

Again, we would like to thank you for this opportunity and look forward to your favorable response to our proposal and are ready to get started.

Very Truly Yours,

JEZERINAC GROUP, PLLC	Accepted by: Currie Sowards Aguila Architects
Lide John Rel	(signature)
	(printed)
William John Raiola, P.E., S.E. Sr. Principal	(date)



# EXHIBIT A Basic Scope of Services – Structural Design

In general, our Basic Scope of Services includes the analysis and design of the primary structural frame and the secondary framing that supports the building enclosure. Documentation will include general notes, plans, sections, details, and specifications. The documentation will be generated using the Revit Structure platform with a Level of Detail 300 Building Information Model. The design of select systems will be delegated to the general contractor or subcontractor's engineer. In these cases, our documents will include adequate performance criteria and we will review their work to ensure that all loads are delivered to the primary structural frame as intended. We will attend periodic design, coordination, and construction meetings in which the primary focus is the building structure. Meetings will be attended in person or via teleconference depending on the subject matter and availability of technology. During construction, we will review submittals and respond to inquiries related to the structure and will visit the site periodically to observe construction. See sections below for further explanation of activities per phase. Note that the Consultant will not proceed into any subsequent phase without written direction to do so.

# **Schematic Design**

- Provide a Basis of Design or Structural Narrative. This will include a summary of the design to be executed including a code
  assessment, identification of gravity and lateral loads imposed on the structure, description of gravity and lateral load resisting
  systems, the material selection including design properties, and a description of major analysis assumptions.
- Present viable framing schema for Architect and Construction Professionals to evaluate. Depending on project size and complexity,
  this may include preliminary general notes, design load maps, complete or partial foundation, and framing plans, identification of
  lateral load resisting system, conceptual sections, special detailing integral to the system, and outline specifications.
- Building Information Modeling Level of Detail 100:
  - Provide locations of structural grids (but defer grid ownership to the architect), walls, and columns. Framing members
    may be shown as BIM elements (but not sized) or linework to indicate framing directions only.
- Assist the Owner in selecting a Geotechnical Engineer. This may include the issuance of a Soil Boring Plan and provide requirements of the Soils Investigation Report.
- If Construction Professionals are on board at this stage, provide estimates of structural quantities for pricing.

#### **Design Development**

- Further refine Basis of Design or Structural Narrative.
- Select and further develop the chosen structural scheme.
- Prepare Design Development level drawings. This includes defining member proportions of depth and width via plan notes, elevations, or schedules allowing the Architect, Construction Professionals, and other Design Consultants to coordinate with the structure. This includes further development of the General Notes, finalization of design loads, Foundation Plans, elevated Framing Plans, elevations of Lateral Load Resisting System, Building Sections, and Typical Details.
- Building Information Modeling Level of Detail 200:
  - Provide locations of structural grids (but defer grid ownership to the architect), walls, columns, foundations, and major framing elements. The approximate depths of structural members will be modeled. Exact member depths will not be finalized until the Construction Documents phase.
  - The model may be shared with the Client for preliminary clash detection.
  - Typical 2-D details will be used to depict the interaction between modeled elements.



# EXHIBIT A Basic Scope of Services – Structural Design

#### **Construction Documents**

- Issue drawings to the Building Department for Permit including General Notes, Wind Pressure Diagrams, full and partial Framing Plans, Framing Elevations, Building Sections, Member Schedules, and Details.
- Building Information Modeling Level of Detail 300:
  - o Provide final location, elevation, and sizes of structural grids (but defer grid ownership to the architect), walls, columns, foundations, and major framing elements. Framing members shall be sloped as required, excluding floors.
  - Openings in structural walls and roofs will be modeled with a tolerance of (+/- ½") from the architectural locations. Final locations will not be defined in the structural model.
  - o The structural model may be shared with the Client for clash detection.
  - Examples of minor framing elements include, but are not limited to: miscellaneous steel, joist bridging, curbs, sump pits, parapets, non-load-bearing partitions, pipe & sleeve penetrations, and any plan elements that are not visible at 1/8" scale. These elements will be depicted in 2-D details.
  - Elements of the building design which will be delegated to a specialty engineer will be modeled for general location purposes but shall be superseded by the specialty engineer's signed drawings. Delegate engineered roof trusses will not be modeled. They shall be depicted as line work in plan and in 2-D details.
  - Concrete reinforcing and structural steel connections will be depicted in schedules and details.
- Perform periodic in-house Quality Assurance Reviews.
- Provide up to three signed and sealed copies of the drawings to the Building Department.

# **GMP/Negotiations & Permitting**

- Respond to and revise documents as required for up to two rounds of comments by the Building Department.
- Assist Construction Professionals in evaluating bids and proposals.

#### **Construction Administration**

- Attend pre-construction conferences in person or via telephone before major structural sub-contractors commence work.
- Respond to written and verbal requests for clarification. When in writing, responses are to be transmitted electronically.
- Review submittals required by Construction Documents. All reviewed drawings are to be marked up and transmitted electronically.
- Review Testing and Special Inspection Reports. Testing and Inspection services to be procured by the Owner under a separate contract.
- Visit the site during the construction of the primary structural frame and the secondary framing that supports the building enclosure.
   The purpose of site visits is to observe construction progress and to assess general conformance with the design intent of the building. Site visits are not intended to be exhaustive and do not relieve Special Inspector of their sole responsibility to ensure that the building is being constructed per the Construction Documents.
- Provide Record Set of structural drawings. This includes compiling all changes and additions made to Construction Documents during construction.



# EXHIBIT A Basic Scope of Services – Structural Design

## **Further Clarifications to Scope**

The following items are specifically excluded from our Scope of Services:

- Attendance of meetings in which the building structure is not the primary focus of the meeting. This includes multi-disciplinary meetings where discussion of the structure is limited.
- Opinions and estimates of Cost of Work. The Owner shall retain a qualified Construction Professional to perform such services.
- Design of structural elements outside of the building footprint. This is including but not limited to site retaining walls, planter walls, spa and pool structures, signage walls, signage support, sidewalks, flag, and light poles and their supports.
- Design and detailing of non-structural elements including waterproofing systems, ceiling framing, non-load-bearing partitions, and MEP supports including ceiling hangars and rooftop curbs.
- Surveying and documenting existing conditions.
- Revisions to work that has already been completed and approved.
- Services made necessary by deficient construction or by default of any contractor.
- Issuance of drawing to the owner, architect, contractor, or building department in excess of the issuances described in the preceding sections.
- Requests for substitutions that were not directed by the Architect or Owner during the design phase or were initiated by the Contractor for their convenience or their economic or schedule benefit.
- Changes during the design phase that were initiated by the Contractor for their convenience or their economic or schedule benefit.



# **EXHIBIT A**Basic Scope of Services – Special Inspection

In general, our Basic Scope of Services includes special inspections of the primary structural frame and the secondary framing that supports the building enclosure. The Structural Engineer of Record (SER) has authored the Structural Inspection Plan (SIP). Our duties will include the full execution of the SIP. Inspections will be performed per the SIP and their purpose will be to verify that the work constructed is in substantial accordance with the Contract Documents including variances approved by the SER. Reporting will be to identify work performed in general conformance with the contract documents as well as indicating the location and description of deviations. See the sections below for a further explanation of activities.

#### **Pre-Construction**

- Execute the required forms required by the Jurisdiction Having Authority stating that we are providing special inspections for the project.
- Develop a thorough knowledge of the applicable contract documents including the SIP and accepted submittals.

#### Construction

- · Perform inspections of materials and systems as required by the SIP.
- Special Inspector shall visit the site at a frequency to satisfy himself that his representative's inspections are being properly performed per the SIP.
- Provide verification that the Materials Testing Agency is performing their required duties per the SIP.
- Maintain frequent communication with the SER to discuss project progress and quality. Immediately notify the Contractor and SER
  of materials, tests, equipment, and workmanship that do not conform to the construction documents or items that for some reason
  cannot be inspected or tested.

### Reporting

- Record progress, environmental conditions, testing activities, deviations from the contract documents, and any required corrective
  action.
- Create an inspection report for each inspection. Reports shall include pertinent project data, details of each inspection, description
  of deficiencies, field directives, and corrective action required. Reports will have diagrams and photographs when required to depict
  actual conditions.
- Submit Reports to Jurisdiction Having Authority, Owner, Contractor, and SER a minimum of every two weeks.
- Maintain an Exceptions Log updating it during each inspection adding items requiring corrective action and removing items that have been rectified. Issue Exceptions Log to Owner, Contractor, and SER a minimum of every two weeks.

# **Completion**

- Perform a final walkthrough of the site to verify that all items from the Exceptions Log have been appropriately addressed. Immediately inform Contractor and SER if any have not.
- Upon completion of the building and prior to the issuance of a Certificate of Occupancy, the Special Inspector shall issue a Completion Letter stating that the portion of the project constructed under his inspection responsibility has been done so in substantial accordance with the contract documents.



# **EXHIBIT A**Basic Scope of Services – Special Inspection

# Contractor's Responsibilities

- Provide the Special Inspector with an air-conditioned space to perform his various administrative duties including report writing
  and updating the Exceptions Log. Space shall include a clean unobstructed desk, a comfortable chair, and a high-speed internet
  connection.
- Furnish all updated contract and shop drawings. Furnish approved pile location, shoring, and any other drawings required by the SIP.
- Provide full access to the work at all times. Provide access equipment such as ladders, high-lifts, and other required equipment when necessary.
- Provide a safe work environment for all inspection staff.
- Provide notification of upcoming required inspections a minimum of 24 hours in advance.

# **Owner's Responsibilities**

- Retain a Geotechnical Engineer and a Testing Agency to perform their respective duties as outlined by the contract documents and the SIP.
- Assist in obtaining all updated contracts and other documents if necessary.

#### **Further Clarifications to Scope**

While many of these services can be performed by Jezerinac Group as an additional service, for the purposes of this proposal, they are specifically excluded from our Scope of Services:

- Excessive wait time is defined as over 15 minutes. This would include the following:
  - o Scheduled materials not complete or otherwise ready for inspection.
  - Delay of the arrival of concrete trucks.
  - o Broken equipment delaying or lengthening required inspection time.
  - Improper scheduling of any kind.
- Re-inspection of structural elements that were failed within a previous inspection.
- Materials testing including concrete slump and cylinder testing, masonry prism testing, structural steel, and weld material testing,
   etc. These services should be performed by the Materials Testing Agency.
- Inspection of deep foundation or piling systems. These inspections are typically performed by the Geotechnical Engineer of Record.
- Inspection of the following elements of the exterior envelope: Doors, windows, storefront, curtainwall systems, and roofing.
- Inspection of architectural elements such as railings, ceilings, non-load bearing light gage framing, fire protection, etc.
- Inspection of MEP systems, equipment, and their supports.
- Inspection of structural elements outside of the building footprint. This is including but not limited to site retaining walls, planter walls, spa and pool structures, signage walls, signage support, sidewalks, flag, and light poles and their supports.



### EXHIBIT B 2025 Billing Rates

TITLE	HOURLY BILLING RATE
Principal / Special Inspector	\$250.00
Senior Engineer	\$200.00
Engineer	\$180.00
Special Inspector	\$125.00
Administrative Support Staff	\$90.00

<sup>\*</sup>Rates are effective through December 31, 2025



#### Standard Conditions – Architect and Consultant

- These Standard Conditions, along with the Proposal Letter and its referenced Exhibits, represent the entire and integrated agreement between the Architect and Consultant
  and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both
  Architect and Consultant (Jezerinac Group, PLLC).
- 2. The portion of the Project for which the Consultant shall provide services is defined in the Proposal Letter along with its referenced exhibits and is hereinafter called This Portion of the Project. Except as set forth herein, the Consultant shall not have any duties or responsibilities for any other portion of the Project.
- 3. To the extent that the provisions of the Prime Agreement apply to This Portion of the Project, the Architect shall assume toward the Consultant all obligations and responsibilities that the Owner assumes toward the Architect, and the Consultant shall assume toward the Architect all obligations and responsibilities that the Architect assumes toward the Owner. Where a provision of the Prime Agreement is inconsistent with a provision of this Agreement, this Agreement shall govern. To make this Article valid, Architect shall provide a fully executed copy of that agreement to Consultant prior to the execution of any Architect-Consultant Agreement.
- 4. Except as authorized by the Architect, all communications between the Consultant and the Owner, Contractor or other consultants for the Project shall be forwarded through the Architect. The Architect shall be the administrator of the professional services for the Project and shall facilitate the exchange of information among the Owner, Consultant and other consultants as necessary for the coordination of This Portion of the Project.
- The Consultant shall perform its services consistent with the professional skill and care ordinarily provided by professionals practicing in the same or similar locality
  under the same or similar circumstances. The Consultant shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly
  progress of the Project.
- 6. The Consultant shall not be responsible for the acts or omissions of the Architect, Architect's other consultants, Contractor, Subcontractors, their agents or employees, or other persons performing any of the Work. The Consultant shall provide prompt written notice to the Architect if the Consultant becomes aware of any errors, omissions or inconsistencies in the services or information provided by the Architect or other consultants.
- 7. The Consultant shall submit for the Architect's approval a schedule for the performance of the Consultant's services consistent with the requirements of the Prime Agreement, which may be adjusted as the Project proceeds. The Consultant's schedule shall allow reasonable time for the Architect and other consultants to review the Consultant's submittals. Once approved by the Architect, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Consultant or Architect. Should the project schedule be adjusted causing a material change to its staffing plan, through no fault of the Consultant, the Consultant shall be entitled to additional fees for services rendered per Article 8.
- 8. The Architect shall provide available information in a timely manner regarding requirements for and limitations on This Portion of the Project, including a copy of the Owner's program for the Project. The Architect shall identify a representative authorized to act on the Architect's behalf with respect to This Portion of the Project. The Architect or such identified representative shall render decisions in a timely manner pertaining to documents submitted by the Consultant in order to avoid unreasonable delay in the orderly and sequential progress of the Consultant's services. If the Consultant reasonably requests information from investigations, surveys, tests, analyses, and reports, or the services of other consultants not within the scope of the Consultant's services, the Architect shall request that the Owner furnish the information or services.
- Additional Services may be provided after execution of this Agreement without invalidating the Agreement. Upon recognizing the need to perform Additional Services that
  may arise as the Project proceeds, the Consultant shall notify the Architect. The Consultant, however, shall not proceed to provide such services until the Consultant
  receives the Architect's written authorization.
- 10. The Architect shall confer with the Consultant before issuing interpretations or clarifications of documents prepared by the Consultant and shall request the recommendation of the Consultant before providing interpretations or clarifications of shop drawings, product data, samples or other submissions of the Contractor, or upon Change Orders and Construction Change Directives affecting This Portion of the Project.
- 11. For purposes of this Agreement, the Cost of the Work is defined as set forth in AlA B101. If at any time the estimate for the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Consultant shall make appropriate recommendations to the Architect to adjust the Project's size, quality or budget related to This Portion of the Project. Additionally, the Consultant shall cooperate with the Architect and the Architect's other consultants in redesigning the Work for This Portion of the Project to comply with the budget for the Cost of the Work. Should the project require redesign, through no fault of the Consultant, the Consultant shall be entitled to additional fees for services rendered per Article 9.
- 12. Consultant shall not have control or charge of, and shall not be responsible for, construction means, methods, techniques, sequences or procedures, for safety precautions and programs in connection with work or activities at the project site, for the acts or omissions of any contractor, subcontractors or any other persons performing any work or undertaking any activities at the project site, or for the failure of any of them to carry out any work or perform their activities in accordance with their contractual obligations, including, but not limited to, the requirements of any drawings, specifications or other documents prepared by Consultant.
- 13. The Architect and the Consultant shall not make changes in each other's Instruments of Service without the written permission of the other party.



#### Standard Conditions – Architect and Consultant

- 14. The Consultant shall indemnify and hold the Architect and City and the Architect's and City's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Consultant, its employees and its consultants in the performance of professional services under this Agreement.
- 15. The Architect shall indemnify and hold the Consultant and the Consultant's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its other consultants in the performance of professional services under this Agreement.
- 16. The Consultant shall, within time limits agreed upon or otherwise with reasonable promptness, render written recommendations on claims, disputes and other matters in question between the Owner and Contractor relating to the execution or progress of This Portion of the Project as provided by the Contract Documents. Should the Architect request these services, the Consultant shall be entitled to additional fees for services rendered per Article 9.
- 17. CONSULTANT SHALL ONLY BE LIABLE TO PAY DAMAGES TO ARCHITECT AND CITY ARISING OUT OF OR IN CONNECTION WITH THIS PORTION OF THE PROJECT, TO THE EXTENT THAT SUCH DAMAGES ARE CAUSED BY, AND ARE IN PROPORTION TO, THE NEGLIGENCE OF, OR BREACH OF THE STANDARD OF CARE BY, CONSULTANT. NOTHING CONTAINED IN THIS AGREEMENT SHALL CREATE A CONTRACTUAL RELATIONSHIP WITH OR A CAUSE OF ACTION IN FAVOR OF A THIRD PARTY, INCLUDING THE PROJECT OWNER AND ANY CONTRACTOR, SUBCONTRACTOR, VENDOR OR MATERIAL SUPPLIER, AGAINST EITHER THE ARCHITECT OR CONSULTANT. NOTWITHSTANDING ANYTHING TO THE CONTRARY PROVIDED FOR IN THIS AGREEMENT, TO THE EXTENT PERMITTED BY LAW, IT IS SPECIFICALLY UNDERSTOOD AND AGREED THAT THERE SHALL BE NO PERSONAL LIABILITY ON THE PART OF THE OWNERS, DIRECTORS, OFFICERS, MEMBERS, SHAREHOLDERS OR EMPLOYEES OF CONSULTANT OR ANY OF ITS AFFILIATES OR ITS SUCCESSORS AND ASSIGNS WITH RESPECT TO THE SERVICES OR ANY OF THE TERMS. COVENANTS. OBLIGATIONS. AND CONDITIONS OF THIS AGREEMENT.
- 18. Any claim, dispute or matter in question shall be subject to mediation as a condition precedent to binding dispute resolution. Mediation shall be conducted as set forth in AIA Document B101. When applying those provisions to this Agreement, "Architect" shall be substituted for "Owner," and "Consultant" shall be substituted for "Architect." If the parties do not resolve a claim, dispute or matter in question through mediation, the method of binding dispute resolution shall be the following: Litigation in a court of competent jurisdiction.
- 19. It is expressly understood and agreed that, to the fullest extent permitted by law and not withstanding any other provision of this Agreement, the aggregate total of Consultant's liability (and the liability of its owners, directors, officers and employees, if any such liability otherwise exists) arising from any and all claims, suits, demands, damages, losses, judgments, payments, awards, and expenses relating to the Project, Services and/or this Agreement shall be limited to and in no event exceed three times the fee actually received by Consultant for services rendered on the project and in no case greater than the proceeds of Consultant's Professional Liability Insurance Policy.
- 20. Except as otherwise provided below, the Architect or Consultant may terminate this Agreement with a 30-day notice. In the case of Consultant termination, Consultant shall be paid for its services rendered to date.
- 21. This Agreement shall be governed by the Florida Law unless the venue is otherwise provided in the Prime Agreement.
- 22. The Architect and Consultant, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither Architect nor Consultant shall assign this Agreement without the written consent of the other.
- 23. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Architect or Consultant.
- 24. Unless otherwise required in this Agreement, the Architect and Consultant shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.



#### Standard Conditions – Architect and Consultant

- 25. If the Consultant or Architect receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.
- 26. Public Records Requirements: City is a public agency subject to Chapter 119, Florida Statutes. To the extent Consultant is acting on behalf of the City pursuant to Section 119.0701, Florida Statutes, Consultant shall:
  - 1. Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by City were City performing the services under this Agreement;
  - 2. Provide the public with access to such public records on the same terms and conditions that City would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
  - 3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements; are not disclosed except as authorized by law; and
  - 4. Meet all requirements for retaining public records and transfer to City, at no cost, all public records in possession of Consultant upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to City in a format that is compatible with the information technology systems of City.
  - 5. The failure of Consultant to comply with the provisions set forth in this Section shall constitute a default and breach of this Agreement.
  - 6. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLA. STAT., TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT 954-973-6774, PublicRecords@coconutcreek.net, 4800 West Copans Road, Coconut Creek, FL 33063.
- 27. The Architect shall reimburse the Consultant for the Reimbursable Expenses necessarily incurred by the Consultant or the Consultant's employees directly relating to the Project.
- 28. The Consultant shall submit invoices for services and Reimbursable Expenses in accordance with the provisions of the Prime Agreement. The Architect shall review such invoices and, if they are considered incorrect or untimely, the Architect shall, within ten days from receipt of the Consultant's billing, review the matter with the Consultant and confirm in writing to the Consultant the Architect's understanding of the disposition of the issue.
- 29. Payments to the Consultant shall be made within 10 days after the Architect is paid by the Owner under the Prime Agreement. The Architect shall exert reasonable and diligent efforts to collect prompt payment from the Owner. The Architect shall pay the Consultant in proportion to amounts received from the Owner that are attributable to the Consultant's services rendered and Reimbursable Expenses incurred. Consultant reserves the right to stop work or withhold deliverables should Consultant be unable to collect prompt payment.





### Standard Conditions – Client and Consultant (Special Inspection)

- 1. These Standard Conditions, along with the Proposal Letter and its referenced Exhibits, represent the entire and integrated agreement between the Client and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Client and Consultant (Jezerinac Group, PLLC).
- 2. The portion of the Project for which the Consultant shall provide services is defined in the Proposal Letter along with its referenced exhibits and is hereinafter called This Portion of the Project. Except as set forth herein, the Consultant shall not have any duties or responsibilities for any other portion of the Project.
- The Consultant shall perform its services consistent with the professional skill and care ordinarily provided by professionals practicing in the same or similar locality
  under the same or similar circumstances. The Consultant shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly
  progress of the Project.
- 4. The Consultant shall not be responsible for the acts or omissions of the Client, Client's other consultants, Contractor, Subcontractors, their agents or employees, or other persons performing any of the Work. The Consultant shall provide prompt written notice to the Client if the Consultant becomes aware of any errors, omissions or inconsistencies in the services or information provided by the Client or other consultants.
- 5. The Client shall provide available information in a timely manner regarding requirements for and limitations on This Portion of the Project. The Client shall identify a representative authorized to act on the Client's behalf with respect to This Portion of the Project. The Client or such identified representative shall render decisions in a timely manner pertaining to documents submitted by the Consultant in order to avoid unreasonable delay in the orderly and sequential progress of the Consultant's services. If the Consultant reasonably requests information from investigations, surveys, tests, analyses, and reports, or the services of other consultants not within the scope of the Consultant's services, the Client shall furnish the information or services.
- 6. Additional Services may be provided after execution of this Agreement without invalidating the Agreement. Upon recognizing the need to perform Additional Services that may arise as the Project proceeds, the Consultant shall notify the Client. The Consultant, however, shall not proceed to provide such services until the Consultant receives the Client's written authorization.
- 7. Consultant shall not have control or charge of, and shall not be responsible for, construction means, methods, techniques, sequences or procedures, for safety precautions and programs in connection with work or activities at the project site, for the acts or omissions of any contractor, subcontractors or any other persons performing any work or undertaking any activities at the project site, or for the failure of any of them to carry out any work or perform their activities in accordance with their contractual obligations, including, but not limited to, the requirements of any drawings, specifications or other documents prepared by Consultant.
- 8. The Client and the Consultant shall not make changes in each other's Instruments of Service without the written permission of the other party.
- 9. The Consultant shall indemnify and hold the Client and the Client's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Consultant, its employees, and its consultants in the performance of professional services under this Agreement. Nothing contained herein is intended to waive City's rights under the common law or Section 768.28, Fla. Stat. nor shall be construed as consent to be sued by any third parties in any matter arising out of this Agreement.
- 10. The Client shall indemnify and hold the Consultant and the Consultant's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Client, its employees, and its other consultants in the performance of professional services under this Agreement.
- 11. The Consultant shall, within time limits agreed upon or otherwise with reasonable promptness, render written recommendations on claims, disputes, and other matters in question between the Owner, Architect, and Contractor relating to the execution or progress of This Portion of the Project as provided by the Contract Documents. Should the Client request these services, the Consultant shall be entitled to additional fees for services rendered per Article 6.
- 12. CONSULTANT SHALL ONLY BE LIABLE TO PAY DAMAGES TO CLIENT ARISING OUT OF OR IN CONNECTION WITH THIS PORTION OF THE PROJECT, TO THE EXTENT THAT SUCH DAMAGES ARE CAUSED BY, AND ARE IN PROPORTION TO, THE NEGLIGENCE OF, OR BREACH OF THE STANDARD OF CARE BY, CONSULTANT, NOTHING CONTAINED IN THIS AGREEMENT SHALL



### Standard Conditions – Client and Consultant (Special Inspection)

CREATE A CONTRACTUAL RELATIONSHIP WITH OR A CAUSE OF ACTION IN FAVOR OF A THIRD PARTY, INCLUDING ANY CONTRACTOR, SUBCONTRACTOR, VENDOR OR MATERIAL SUPPLIER, AGAINST EITHER THE CLIENT OR CONSULTANT. NOTWITHSTANDING ANYTHING TO THE CONTRARY PROVIDED FOR IN THIS AGREEMENT, TO THE EXTENT PERMITTED BY LAW, IT IS SPECIFICALLY UNDERSTOOD AND AGREED THAT THERE SHALL BE NO PERSONAL LIABILITY ON THE PART OF THE OWNERS, DIRECTORS, OFFICERS, MEMBERS, SHAREHOLDERS, OR EMPLOYEES OF CONSULTANT OR ANY OF ITS AFFILIATES OR ITS SUCCESSORS AND ASSIGNS WITH RESPECT TO THE SERVICES OR ANY OF THE TERMS, COVENANTS, OBLIGATIONS, AND CONDITIONS OF THIS AGREEMENT.

- 13. Any claim, dispute or matter in question shall be subject to mediation as a condition precedent to binding dispute resolution. Mediation shall be conducted as set forth in AIA Document B101. If the parties do not resolve a claim, dispute or matter in question through mediation, the method of binding dispute resolution shall be the following: Litigation in a court of competent jurisdiction.
- 14. It is expressly understood and agreed that, to the fullest extent permitted by law and not withstanding any other provision of this Agreement, the aggregate total of Consultant's liability (and the liability of its owners, directors, officers and employees, if any such liability otherwise exists) arising from any and all claims, suits, demands, damages, losses, judgments, payments, awards, and expenses relating to the Project, Services and/or this Agreement shall be limited to and in no event exceed three times the fee actually received by Consultant for services rendered on the project and in no case greater than the proceeds of Consultant's Professional Liability Insurance Policy.
- 15. Except as otherwise provided below, the Client or Consultant may terminate this Agreement with a 30-day notice. In the case of Consultant termination, Consultant shall be paid for its services rendered to date.
- 16. This Agreement shall be governed by the Florida Law.
- 17. The Client and Consultant, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither Client nor Consultant shall assign this Agreement without the written consent of the other.
- 18. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or Consultant.
- 19. Unless otherwise required in this Agreement, the Consultant shall have no responsibility for the discovery, presence, handling, removal, or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.
- 20. If the Consultant receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information unless required to provide per Chapter 119, Fla. Stat.
- 21. The Client shall reimburse the Consultant for the Reimbursable Expenses necessarily incurred by the Consultant or the Consultant's employees directly relating to the Project.
- 22. The Consultant shall submit invoices for services and Reimbursable Expenses in accordance with the provisions of this Agreement. The Client shall review such invoices and, if they are considered incorrect or untimely, the Client shall, within ten days from receipt of the Consultant's billing, review the matter with the Consultant and confirm in writing to the Consultant the Client's understanding of the disposition of the issue.





## EXHIBIT C Standard Conditions – Client and Consultant (Special Inspection)

23. Payments to the Consultant shall be made within 30 days after receipt of the invoice by the Client. Consultant reserves the right to stop work or withhold deliverables should Consultant be unable to collect prompt payment.





July 16, 2025

Currie Sowards Aguila Architects 185 NE 4<sup>th</sup> Ave. Delray Beach, FL, 33483

Phone: 561-276-4951 Fax: 561-243-8184

Attn.: Mr. Jess Sowards, Architect Re: Coconut Creek Fire Station 113

#### <u>Professional Engineering Services Proposal</u>

Dear Jess:

Thank you for this opportunity for Thompson & Youngross Engineering Consultants, LLC; hereinafter referred to as the Engineer, to provide the following proposal for professional engineering and design services to, Currie Sowards Aguila Architects, hereinafter referred to as the Client. This proposal is based on the information provided in your 06-12-25 email. We understand the scope of work is the MEP, FP design for a 4 bay fire station with provisions for an administration portion of the station. The project will follow LEED principles with the goal of achieving at a minimum LEED silver. TYEC will coordinate with Utility companies to bring the required utilities to the site.

#### 1.0 SCOPE OF SERVICES

The basic Scope of Services shall be outlined in AIA Document C401 – 2007 Edition – Standard Form of Agreement between Architect and Consultant or EJCDC Document E-500 Standard Form of Agreement between Owner and Engineer for Professional Services. TYEC shall provide professional engineering and design services shall include the design of Heating, Ventilation and Air Conditioning (HVAC) Engineering, Plumbing Engineering and Electrical Engineering, Fire Protection Engineering (limited to Schematic Plans & "Performance-Based" specifications) and all related Construction Documents, Construction Phase services for the above-referenced project. TYEC shall also anticipate submittals at the following stages; Schematic Design (15% Construction Documents), Design Development (40% Construction Documents), and 90% Construction Documents.

#### 1.1 HEATING, VENTILATION AND AIR CONDITIONING (HVAC) SYSTEMS

Prepare construction drawings and specifications for the air conditioning, heating and ventilation systems. The plans shall include a plan view of the equipment, ductwork, air devices, Florida Energy Code, load calculations, etc. suitable for construction, pricing and permitting. Basis of design will be: Split DX units with an outside air unit common area conditioning. High efficiency units may be required to meet LEED silver. A chiller system may be required as an option for efficiency and depending on the HVAC analysis results.

#### 1.2 SANITARY, DOMESTIC WATER, AND GAS SYSTEMS

Prepare construction drawings and specifications for the sanitary and potable water systems. The construction documents shall include both plan and riser views suitable for construction, pricing and permitted. All systems

shall be terminated at utility systems at a point five-feet from the building to connections provided by civil engineering design.

#### 1.3 ELECTRICAL SYSTEMS

Prepare construction drawings and specifications for electrical power and lighting systems. The plans shall include a plan view of the electrical distribution system, risers, panel schedules, details and specifications suitable for construction, pricing and permitting. Design includes providing lighting; voice, data, fiber, cable, satellite, and card access/security systems at locations identified and coordinated by the Architect or owner's consultant(s) during Design Development phase of the Project; Basis for design will be: New site lighting, coordination with FPL, New LED light fixtures, Low voltage design with specifications, Station alerting design by others with coordination by TYEC and the County.

#### 1.4 FIRE ALARM SYSTEMS

Prepare engineering design documents for the fire alarm system to indicate device types and locations, system riser, conductor requirements, notification requirements, back-up power requirements, as per NFPA and the Florida Building Code. The Fire Alarm Contractor based on the criteria provided will produce permit documents.

#### 1.5 FIRE PROTECTION SYSTEMS

Produce schematic fire protection engineering documents and specifications including prescriptive and performance criteria specifications, water supply analysis and material specifications, sprinkler head type and location, as per NFPA and the Florida Building Code. The fire protection system contractor based on the prescriptive design requirements will prepare the fire protection system layout documents. A dry agent system for the server room will be included in the design.

#### 1.6 CONSTRUCTION PHASE SERVICES

The Construction Phase Services are as outlined in AIA Document C401 – 2007 Edition – Standard Form of Agreement between Architect and Consultant or EJCDC E-500 Standard Form of Agreement between Owner and Engineer for Professional Services. Construction Phase services provided for this project shall include; Response to Contractor's Request for Information (RFI) during construction phase, Review of Submittals (shop drawing), and site visits during the construction process. Substantial completion and final inspection.

#### 2.0 ADDITIONAL SERVICES

The engineer shall perform such additional services as agreed by the parties. Such services and compensation for the services shall be either on a time and material basis at rates listed below or an agreed fixed price, prior to the additional services being performed by the Engineer. Failure to obtain such agreement will not preclude compensation for such services, made by the Engineer on behalf of the client. Our proposal considers the following listed services as

#### "Additional Services":

- Comprehensive "commissioning" of building systems and equipment.
- Production of record drawings ("As-Built"), which would incorporate modifications to the original
  design, as documented in the field by the contractor and forwarded to TYEC. Record Drawings are the
  sole responsibility of the contractor.
- Design work related to Food Preparation Area's.
- Detailed cost estimates and/or analysis.
- Value Engineering (TYEC will assist in value engineering during the design development phase of the project only).
- Flow Tests on municipal, county, or state water mains.
- Review of contractor's coordination drawings for purposes of inter-discipline coordination.

1 SERVICES PROVIDED BY THE CLIENT	

In addition to Architect's Responsibilities as outlined in AIA Document C401 – 2007 Edition – Standard Form of Agreement between Architect and Consultant or EJCDC E-500 Standard Form of Agreement between Owner and Engineer for Professional Services, the Client shall assist the Engineer by furnishing at no cost to the Engineer, all available pertinent information including previous reports, legal description of the property, current survey, criteria and full project program requirements, including design objectives, budgetary limitations, project schedules and all related analysis previously prepared, and any other data relative to performance of the above services which may be required for new design. The Client shall provide the Engineer with drawings in hard copy format and base building drawings in AUTOCAD (Release 2009 or higher) format. The data should follow a standard layering system that must be documented and shall included reflected ceilings and power / telephone / data layouts. The Client shall designate a person, in writing, to act as the Client's representative with respect to the services to be provided under this agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define the Client's policies and decisions with respect to materials, equipment, elements and systems pertinent to the Engineer's services.

#### 3.2 ADDITIONAL SERVICES PROVIDED BY THE ENGINEER

The Engineer will furnish to the Client, the following and shall be included in the base fee:

- Initial site visit to determine functionality of existing equipment or services.
- Security and Paging Systems.
- Audio and Video Systems.
- Design Review Meetings: (1) Initial "Kick-off" meeting, (1) Schematic Design (15% complete) Review meeting, (1) Design Development (40% complete) Review meeting, (3) Construction Document (90% complete) Review meeting.
- Coordination with building officials during design phase.
- Review and Final Coordination Sets: PDF file format.
- Manufacturer product cut-sheets: PDF file format.
- Provide two (2) Signed & Sealed sets of construction documents with Florida Energy and HVAC Load Calculations.
- Response to Local Permitting officials' comments.
- Response to Bidder's written questions.
- Emergency Power and related Generator.
- REVIT design up to level 300.

#### **4.0 FEES**

#### **4.1 FIXED FEES**

Total:	\$160,940
One-Year Warranty Services:	\$ 6,000
Record Drawings:	\$ 10,800
Site meetings, Site Observation:	\$ 27,600
Permitting, GMP, Construction Administration:	\$ 14,800
Construction Documents:	\$ 32,060
Design Documents:	\$ 34,340
Site plan submittal, Programming, Schematic Design:	\$ 35,340

The above fee includes modeling for LEED Silver.

Reimbursable fee: \$1000

The above service fees are based on our best estimates of the time involved for the services rendered. The break out of fees is for invoicing purposes, however some of the services may not be required by the client such as; site visits, shop drawing review, permitting and bidding services and capacity confirmation. Those services not rendered by the engineer will not be invoiced. The client must determine the services required, strike out those that are not required when you send the signed proposal back to us.

#### **4.3 HOURLY RATES**

Hourly rates shall be billed for additional services to the engineer as follows:

Principal Engineer:	\$250.00
Senior Engineer:	\$200.00
Project Manager:	\$180.00
Design Engineer:	\$180.00
Technician:	\$110.00
Clerical:	\$90.00

#### **4.4 REIMBURSABLE EXPENSES**

Reimbursable expenses shall include but are not necessarily limited to the following:

- Delivery of <u>ALL</u> construction documents.
- <u>ALL</u> Printing and reproduction costs of:

Progress sets, final documents for reproduction elsewhere, specification books, reports initially submitted to client; but were lost, etc., whether done in house or by others, and will be billed at \$2.00 for every 12"x18" plot, \$2.20 for every 24"x36" plot, \$3.00 for every 15"x21" plot, \$3.20 for every 30"x42" plot, and \$0.25 for every 8-1/2"x11" print.

- All required testing to determine existing condition of equipment or services.
- All delivery related expenses. Including courier, mailing and FedEx and or UPS charges.
- All required testing at the completion of the project that is not included by the contract.
- All applicable state sales tax.
- All licenses and permits.

#### **5.0 SCHEDULING**

The Engineer will make every effort to comply with the project scheduling as developed by the client. Receipt of information for the basis of design, review comments from the owner, coordination with other design professionals all affect the progress of the work and as such may impact the schedule. The Engineer will inform the client in writing when the Engineer believes the schedule is impacted and a time extension is required. The request for extension will include an estimate of the number of days the schedule is affected and the impact to the fee, if any. Please allow 24 weeks minimum for design services after all and proper design criteria have been established.

#### **6.0 INVOICES**

Invoices for services rendered shall be presented at the time documents are delivered to the Client for each section of this proposal, and are due and payable within **thirty (30)** calendar days from the date of Payment. Payments, which are not received within forty-five days from the date of invoice, will be considered delinquent and will be considered sufficient cause for the Engineer to discontinue performing and providing services until payment in full is received. Should a court decide upon payment of these invoices, the prevailing party shall receive payment of the attorney's fees. The laws of the State of Florida shall govern this contract and the venue for any actions arising out of the agreement would be exclusively in Broward County, Florida.

#### 7.0 OWNERSHIP AND USE OF DOCUMENTS

Drawings and specifications as instruments of service are and shall remain the property of the Engineer whether the project for which they are made is executed or not. The Client shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information and reference in connection with the Client's

use and occupancy of the project. The drawings and specifications shall not be used by the Client on other projects, for additions to the project, or for completion of the project by others, provided the Engineer is not in default under this agreement, except by agreement in writing with appropriate compensation to the Engineer.

#### **8.0 TERMINATION**

Respectfully,

Either party may terminate this agreement by giving fourteen (14) days advance written notice. The Engineer shall be paid for services rendered to the date of termination on the basis of a reasonable estimate of the portion of the services completed prior to the termination and for any unpaid reimbursable expenses.

#### 9.0 ACCEPTANCE INDEMNIFICATION

Acceptance of this proposal may be indicated by the signature of a duly authorized official of the Client in the space provided below. Please return one signed copy of this proposal to the Engineer, which will serve as an agreement between the two parties and as a notice to proceed. Should this proposal not be accepted within thirty (30) days from the date of this proposal, it shall become null and void. Please indicate expected due date of this project in the space provided below Acceptance so that we will be able to properly schedule the work.

The client, by accepting this proposal, agrees to the extent as permitted by law, to the limit of the amount of this agreement to: defend, indemnify and hold harmless the engineers officers, directors, agents and employees from and against any and all claims, suits, liens, judgments, damages, losses and expenses including reasonable legal fees and costs arising in whole or in part and in any manner from acts, omissions, breach or default of the engineer, in connection with performance of any work by the engineer, its officers, directors, agents, employees and subcontractors.

We look forward to working with you and the rest of the team at Currie Sowards Aguila Architect on this project; if you have any questions or comments, please call.

andred Junguess	
Andrew J. Youngross, P.E.	
Accepted by:	Print Name:
Title:	Date:
Expected Issue for Permit date:	



This agreement (hereinafter "Agreement") between CSA (hereinafter "Client") and ID Collaborative, Inc. (hereinafter "IDC"- Interior Design Consultant) shall set forth the responsibilities for each party signing this Agreement.

#### 1. **Job Description:**

Client is planning to design a **new 25,000 square foot (four-bay) fire station** for **the City of Coconut Creek** and has asked IDC to provide design-related services (hereinafter "**Project**"), which are more particularly described herein:

#### 2. **Job Location:**

The location of the interior space for which design services shall be performed: **Coconut Creek Fire Station**, located in Coconut Creek, Florida (hereinafter "**Location**").

#### 3. Start Date/ Completion Date:

Said start date shall begin upon receipt of executed Agreement.

#### 4. Scope of Work:

IDC will provide the basic services listed below for the Project. Work on each Phase will not begin until written Client approval has been obtained on each preceding Phase.

#### Phase I- **Programming**

- 1. IDC will meet with the Owner/ Client to analyze the Project's functional, organizational, and budgetary needs. IDC will discuss the desired image, guidelines, schedule, and budget for the Project.
- 2. Project deliverables for this Phase include:
  - a. (1) One in-person or virtual Owner/ Client meeting to review Project requirements/ expectations, including budget, schedule, organizational standards, furniture, finishes, and office equipment.

#### Phase II- Schematic Design

- 1. IDC will prepare schematic plans and elevations, showing floor and wall finishes, as required. IDC will present the proposed finishes, furniture/ artwork/ window treatment direction, focal wall elements, decorative ceiling designs, and decorative lighting, based on programming requirements, budget considerations, and IDC's recommendations for style and quality.
- 2. Project deliverables for this Phase include:
  - a. Finishes, furniture/ artwork/ window treatment/ decorative lighting direction in loose, or virtual, presentation format.
  - b. Schematic elevations, furniture, floor covering, and wall finish plans, as required to convey design intent.
  - c. Schematic reflected ceiling plan finishes and millwork façade design direction for high-profile/ front-of-house areas only.
  - d. Whitebox 3D images, as required, to convey design intent to Owner/Client.





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#### INTERIOR DESIGN AGREEMENT

- e. (1) One virtual Client meeting to present initial design concept, as required.
- f. (1) One in-person or virtual Owner/ Client meeting to present initial design concept for Owner input/ approval.
- g. (1) One interior design package revision, based on Client direction/input.

#### Phase III- Design Development

- 1. Final finish selections in virtual or loose presentation format for Owner's approval.
- Graphic plans will show final furniture/ equipment based on Ownerprovided equipment specifications/ Client input (printers, copiers, phones, badging machines, security access), and finish locations for Owner's input/ approval.
- 3. Project deliverables for this Phase include:
  - a. Preliminary computer-generated elevations and floor plans showing focal wall designs, conceptual decorative lighting locations, furniture/artwork/ floor pattern locations, as required.
  - b. Final interior finish materials, signage design direction, as required (color and style only), artwork, furniture/upholstery, decorative lighting, window treatment selections, high-profile/ front-of-house millwork designs, elevator finishes/ design, and door style/ finish coordination with Client.
  - c. Reflected ceiling plan coordination with Client, as required (finishes/design intent only).
  - d. Coordination with Client to create/ update Client-produced 3D renderings, as required.
  - e. Coordination of ceiling materials/ finishes/ locations, task/ ambient light styles/ finishes, plumbing fixture style/ finish selections, mechanical diffuser styles/ finishes/ locations, with Client, as required.
  - f. Elevations to convey design intent, as required.
  - g. (1) One virtual Owner/ Client meeting/ presentation, as required.
  - h. Maximum (3) three virtual Client coordination meetings, as required.
  - i. Coordination with Client/ Contractor, as required.
  - j. (1) One interior design package revision, based on Client direction/ input.

#### Phase IV- GMP/ Negotiations/ Construction Documents

- Proprietary Material Specifications will be produced as part of the Construction Documents issued to Owner/ Client for bidding and construction. It is assumed the contractor will furnish and install (CFCI) all interior finishes.
- 2. IDC shall assistant Client/ Contractor(s) in interpreting the requirements of the Construction Documents related to Owner's Scope of Work. IDC shall

2060 BOCA RATON BOULEVARD | SUITE 5 | BOCA RATON, FLORIDA 33431





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#### INTERIOR DESIGN AGREEMENT

review contractor(s) proposals for accuracy and cost appropriateness on behalf of Owner, as required. IDC shall assist with value engineering, as required (refer to paragraph 5(a) for additional information). Client shall be responsible for selecting the contractor(s) and awarding the bids.

- 3. Project deliverables for this Phase include:
  - a. Coordination of design intent with Client/ Contractor to confirm budget alignment and constructability, prior to finalizing documents.
  - b. Final elevations and plans of window treatment, furniture, artwork, and finish locations with codes. All items shown shall have item numbers referencing the appropriate specifications. High-profile/front-of-house millwork drawings/ details, and elevator design, are included in the scope of work.
  - c. IDC shall review the implementation of the final drawings, details, and specifications of the design intent with Client/ Contractor, as required.
  - d. Document coordination with Client (50%, 90%, and 100% CD sets only), as required.
  - e. Final Coordination of ceiling materials/ finishes/ locations, task/ ambient light styles/ finishes, plumbing fixture style/ finish selections, mechanical diffuser styles/ finishes/ locations, with Client, as required.
  - f. IDC shall review and coordinate the integration of fire sprinkler/ fire protection devices (Client's scope of design) with interior design details, as required.
  - g. IDC shall review and coordinate the integration of technology/ devices (Client's scope of design) with interior design details, as required.
  - h. Final computer-generated, proprietary Material, Window Treatment, Artwork, Furniture, and Upholstery Specifications, and Vendors in digital format.
  - i. Fire Tests and Maintenance Instructions for all specified upholstery and finishes in digital format, as required.

#### Phase V- Construction Administration/ Site Meeting/ Site Observation

1. IDC will provide management services, acting as Owner/ Client's agent, for the installation of the interior design products designed and specified by IDC. Reviewing shop drawings for front-of-house/ high profile millwork/ casework designed by IDC, managing Requests for Information (RFI), approving submittal of finishes, and inspecting the installation of products specified are included in this phase of Work, as required. IDC shall keep Client informed of the quality of Work and shall make best efforts to guard Owner/ Client against defects and deficiencies in the Work of the contractor(s).



### ID COLLABORATIVE INTERIOR DESIGN AGREEMENT

- 2. Project deliverables for this Phase include:
  - a. Maximum (3) three fabric/ vinyl reselections, as required, due to availability or discontinued products (refer to paragraph 5(b) for additional information).
  - b. IDC will review up to (3) three furniture and artwork vendor bid packages for cost evaluation, as required by Owner.
  - c. (1) One artwork installation supervision site visit to determine final placement and hang heights, as required. Furniture order tracking/ coordination/ installation supervision is not included and is the responsibility of the successful furniture bidder.
  - d. (1) One on-site or virtual pre-construction meeting with contractor(s) to establish quality expectations for finish installations.
  - e. Maximum (7) seven job site visits, as required, to become familiar with the quality of Work and determine, in general, if Work is proceeding in accordance with the Construction Documents.
  - f. Maximum (15) fifteen, one hour or less, virtual OAC (or similar) meetings.
  - g. (1) Site visit to establish Punch List of deficient products and their installation. This Punch List is to be prepared after the contractor(s) have cleaned and prepared the site and are satisfactorily complete with their list of responsibilities.
  - h. Recommendation to Owner/ Client for rejection of Work, which does not conform to the Construction Documents/ industry standards.

#### 5. **Cost/ Compensation:**

a. Compensation for the basic services as described in the Agreement hereto shall be a fixed fee in the amount of:

#### Eighty-One Thousand Two Hundred Ninety Dollars (\$81,290.00)

The fee shall be billable as follows:

Phase I Programming \$1,890.00
Phase II Schematic Design \$25,255.00

Includes Maximum (6) Six Computer-Generated Interior Renderings – Owner to be charged only for total number of renderings produced Includes LEED Selections/ Specifications for Finishes, Decorative Lighting, Furniture and Upholstery

#### **Phase III Design Development**

\$13,695.00

Includes (1) one update to renderings detailed above

Includes Purchasing Agreement Compliant Furniture Coordination/

Specifications

#### **Phase IV GMP/ Negotiations/ Construction Documents**

\$24,905.00

Includes Maximum (4) Four Physical Presentation Boards –

Owner to be charged only for total number of boards produced

2060 BOCA RATON BOULEVARD | SUITE 5 | BOCA RATON, FLORIDA 33431





#### INTERIOR DESIGN AGREEMENT

Includes LEED Documentation/ Coordination for Above

Phase V Construction Administration/Site Meeting/ Site Observation\$11,925.00Record Documents (As-Built Documents)\$2,120.00Subtotal\$79,790.00Reimbursable expense lump sum flat fee \*Not to Exceed:\*\$1,500.00Total\$81,290.00

The contract fee shall be billed monthly until Project completion. Should the scope of Work be changed once Construction Documents have commenced, or Owner/ Client makes a decision that involves extra services or expenses for changes or additions to Work (including, but not limited to, value engineering changes affecting Construction Documents), IDC shall be paid for such services over and above the total compensation as referred to herein, at the hourly rate schedule below.

#### **Hourly Rate Schedule:**

Principal: \$250.00
Senior Designer: \$200.00
Project Designer: \$180.00
Junior Designer/ Technician: \$110.00
Clerical: \$90.00

- b. Any revisions made after the commencement of the Construction Document Phase shall be billed at the hourly rate schedule.
- c. The following expenses are included as a lump sum reimbursable expense fee: postage/mailing, travel as required for Owner/ Client meetings/ job site visits. Excluded expenses include the following: IDC in-house 3D renderings (\$1,500.00 each), physical presentation boards/ materials (\$900.00 each). Receipts or appropriate documentation for all reimbursable expenses will be submitted with invoice.

#### 6. Client Responsibilities:

- a. Client shall provide full information regarding the requirements for the Project, as well as
  a Revit file suitable for generating necessary floor plans. Client shall designate Jess
  Sowards to act as its agent with respect to the Project.
- Client shall examine documents, samples, and other submittals made by IDC and shall render all decisions pertaining thereto promptly to avoid delays in the progress of IDC's Work.

#### 7. **Payment; Default:**

- a. Invoices for IDC's fees shall be submitted for Work accomplished. All invoices are due and payable upon receipt. Client shall invoice Owner within (5) five business days of receiving IDC's invoice and shall make payment to IDC within thirty (30) days of receiving payment from Owner.
- b. Failure to make payment within the specified time will be considered a default in this Agreement and shall cause IDC to cease all Work on the Project until payment has been received.

2060 BOCA RATON BOULEVARD | SUITE 5 | BOCA RATON, FLORIDA 33431





#### INTERIOR DESIGN AGREEMENT

#### 8. Additional Provisions:

- a. This Agreement shall be construed under the laws of the State of Florida, and venue for any action arising out of this Agreement shall be exclusively in Broward County.
- b. All record documents, final plans, and specifications of IDC shall be the property of Owner. IDC will retain ownership of any progress plans and specifications, and any other Work product, which bears Owner/ Client's signature of acceptance.
- c. Specified products shall be independently selected based on Owner's design direction and IDC's recommendation for appropriate quality and style. IDC Commission may be earned based on product specification.
- c. If any clause, paragraph, or condition, individually or in combination, is deemed by a court of law to be unenforceable, it is agreed that the remaining clauses, paragraphs, and/or conditions of this Agreement shall remain in full force and effect.
- d. The paragraph numbers and headings contained in this Agreement are for convenience only; the parties hereto agree they do not restrict the subject matter of any labeled paragraph from appearing elsewhere in this Agreement.
- e. It is understood and agreed that either party can terminate this Agreement upon fourteen (14) days written notice to the other. IDC shall be entitled to payment for all Work completed as of the date of the receipt of the termination notice.
- f. In any claim or controversy arising out of or relating to this Agreement, the prevailing party, which for purposes of this provision shall include IDC, Client, and any contractors and/or Agents of Client or IDC, shall be entitled to and awarded reasonable attorney's fees, costs, and expenses, including those fees, costs and expenses incurred on appeal.
- g. This Agreement represents the entire Agreement between the Client and IDC and may be amended only by written instrument signed by both parties.

ID Collaborative, Inc. 2060 N.W. Boca Raton Blvd., Suite 5 Boca Raton, Florida 33431		Currie Sowards Aguila Architects 185 NE 4 <sup>th</sup> Avenue, Suite 101 Delray Beach, Florida 33483		
By:	and hunder.	By:		
Karer CEO	n D. Hansen, Registered Interior Designer	Jess Sowards, AIA, LEED AP Principal Architect		
Date:	15 July 2025	Date:		



Revised July 21, 2025 Revised July 17, 2025 Revised June 23, 2025 June 17, 2025

Currie Sowards Aguila Architects 185 NE 4<sup>th</sup> Avenue, Suite 101 Delray Beach, FL 33483

Attention: Mr. Jason Hall. Project Manager

**Re:** Proposal for Geotechnical Services

**Coconut Creek Fire Station No. 113** 

**Coconut Creek, Florida** 

TSFGeo Proposal No. 2506-368

Dear Jason:

**TIERRA SOUTH FLORIDA, Inc. (TSFGeo)** is pleased to submit this proposal to perform a Geotechnical Engineering Study for the proposed Fire Station, drainage improvement at the above referenced site. This proposal includes a summary of our understanding of the project, an outline of our proposed scope of work, an estimate of the total job cost, and our anticipated schedule for completion of the work.

#### PROJECT INFORMATION

We understand that the proposed construction will include two-story, four-bay fire station with fire administration encompassing about 25,000 square feet. The project site is located on the northeast corner of Banks Road and Colum Road in Coconut Creek, Broward County, Florida.

#### PROPOSED SCOPE OF WORK

The proposed scope of work is summarized below in Table 1. Some adjustments in the boring depths may be necessary depending upon the subsurface conditions encountered.

Table 1 – Proposed Field Testing				
Location Proposed Services				
Building	Standard Penetration Test (SPT) Borings			
	Five (5) SPT Borings to 25 feet			
Drainage	Two (2) BHP and One Double Ring Infiltrometer Test			
Pavement	Eight (8) borings to 6 feet for parking/driveway			

Within the borings, penetration resistance testing will be performed in general accordance with the requirements of ASTM designation D 1586. Borings will be approximately located in the field by our drilling personnel by measuring distances with a tape from known reference points. Elevations at boring locations can be interpreted from a topographic plan if furnished by others.

Prior to drilling at the project site, TSFGeo will notify the local utility companies and request that underground utilities be marked. Our experience, however, is that the utility companies will not mark privately owned utilities. Our proposal assumes that private utility lines, if any, will be located in the field by others prior to mobilization of the drill rig. TSFGeo will recommend a utility line locating service upon request.

### The site is currently heavily vegetated. Our fee includes clearing limited paths to access boring locations via a truck mounted drill rig.

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

The results of all drilling and laboratory testing will be evaluated by a geotechnical engineer. A report will be issued that contains the exploration data, a discussion of the site and subsurface conditions, and recommendations for foundations and pavement subgrade.

#### **ESTIMATED COST**

It is proposed that the fee for the performance of the services outlined above is determined on a **lump sum fee** basis in accordance with the attached Fee Schedule and that the work be performed pursuant to TSFGeo's General Conditions enclosed herewith and incorporated into this proposal. On the basis of the proposed quantities, our **lump sum fee** will be \$21,228.

Our estimate covers the work needed to present our findings and recommendations in a report form. Not included are reviews of foundation drawings, preparation of construction specifications, special conferences and any other work requested after submittal of our report.

#### SCHEDULE AND AUTHORIZATION

TSFGeo will proceed with the work after receiving a signed copy of this proposal. With our present drilling schedule, we can commence work within several days of project approval (weather permitting) and after access paths and utilities are cleared. Fieldwork is expected to take 10 to 12 days to complete. The written report can be submitted in about 3 weeks after completion of the field exploration, depending on the extent of the laboratory-testing program. Verbal preliminary recommendations can be made to appropriate parties prior to submittal of the written report.

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

Respectfully submitted,

TIERRA SOUTH, FLORIDA, INC.

Raj Krishnasamy, P.E.

President

Ramakumar Vedula, P.E. Principal Engineer

Attachments:

General Conditions Fee Estimate

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

#### TSFGeo's General Conditions

- 1. SCOPE OF WORK: Work means the specific geotechnical, analytical, testing or other service to be performed by Tierra South Florida, Inc. (TSFGeo) as set forth in TSFGeo's proposal, Client's acceptance of the SCOPE OF WORK: Work means the specific geotecnnical, analytical, testing or other service to be performed by Herra South Florida, inc. (1870eo) as set forth in 1870eo s proposal, Client s acceptance of the scope of work and these General Conditions. Additional work ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the work to be done by TSFGeo. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of TSFGeo's work. TSFGeo shall have no duty or obligation to any third party greater than that set forth in TSFGeo's proposal, Client's acceptance of TSFGeo's proposal and these General Conditions. The ordering of work from TSFGeo, or the reliance on any of TSFGeo's work, shall represent acceptance of the terms of TSFGeo's proposal and these General Conditions, regardless of the terms of any subsequently issued document.
- RIGHT-OF-ENTRY -The client will provide right-of-entry for TSFGeo and all necessary equipment in order to complete the work. While TSFGeo will take all reasonable precautions to minimize any damage to the 2. perty, it is understood by Client that in the normal course of work some damage may occur; the correction of which is not part of this agreement
- DAMAGE TO EXISTING MAN-MADE OBJECTS -The Client, will provide the location of all underground utilities or obstructions to TSFGeo who, in the prosecution of their work, will take all reasonable 3. precautions to avoid damage or injury to any such subterranean structure or utility. The Owner agrees to hold TSFGeo harmless for any damages to subterranean structures which are not called to TSFGeo's attention and correctly shown on the plans furnished and will reimburse TSFGeo for any expenses in connection with any claims or suits including reasonable attorney fees at the trial and appellate levels.
- IN-PLACE MATERIALS TESTING TSFGeo will not be responsible for repair or damage to portions of structures designated for in-place materials testing. Repairs can be made for aesthetic reasons if requested
- in advance of the work to be performed. The cost for labor and materials would be charged.

  SAMPLE RETENTION TSFGeo will retain all soil and rock samples obtained for geotechnical explorations for 30 days. Samples subjected to Construction Materials and Laboratory testing are disposed of at to testing. Further storage or transfer of samples can be made at Client's expense upon written authorization.
- DEFINITION OF RESPONSIBILITY (OBSERVATION SERVICES) The presence of our field representative will be for the purpose of providing observation and field testing. Our work does not include supervision or direction of the actual work of the contractor, his employees or agents. The contractor for this project should be so advised.

  6.1. The Contractor should also be informed that neither the presence of our field representative or the observation and testing by our firm shall excuse him in any way for defects discovered in his work. It is
  - understood that TSFGeo will not be responsible for the Contractor's job or site safety on his project. That will be the sole responsibility of the contractor.

    STANDARD OF CARE -Service performed by TSFGeo under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently
- 7. ng under similar conditions. No other warranty, expressed or implied, is made.
  - Client recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys or explorations are made by TSFGeo and that the data, interpretations and recommendations of TSFGeo are based solely on the information available to it. TSFGeo shall not be responsible for the interpretation by others of information developed.
- ORAL AGREEMENTS -No oral agreement, guarantee, promise, representation or warranty shall be binding.
- OWNERSHIP OF DOCUMENTS -All reports, boring logs, field data and notes, laboratory test data, calculations, estimates and other documents prepared by TSFGeo, as instruments of service, shall remain the property of TSFGeo until final payment is received and a letter of copyright transfer been executed.
- BASIS OF PAYMENT -Payment is due within 30 days of date of invoice. Payments not made when due shall bear interest at eighteen (18) percent annum or at the maximum rate allowed by law from the date of the 10. invoice until same is paid.
  - 10.1. If the Client fails to make any payment due to TSFGeo for service and/or expenses within 60 days of date of invoice, TSFGeo may, after giving seven days' written notice to Client, suspend services until all outstanding amounts have been paid to TSFGeo in full. Further, TSFGeo may, in addition to withholding services, or singularly, withhold reports, plans and other documents not paid in full by the Client. In the event that final payment for completed work is not made, TSFGeo shall request that all copyrighted documents which were submitted to client be returned and all information used in project plans be removed from project documents.
  - 10.2 In the event it is necessary to take legal action to effect collection, whether or not litigation is commenced, the Client agrees to reimburse TSFGeo for expenses in connection with any claims or suits, including reasonable attorney's fees, including but not limited to the trial and appellate levels.
  - This contract shall be governed by the laws of the State of Florida.
- 11. CONSTRUCTION REVIEW - TSFGeo cannot accept responsibility for any design work unless the work includes services for construction review to determine whether or not the work performed is in substantial compliance with TSFGeo's conclusions and recommendations.
- INDEMNIFICATION -TSFGeo agrees to hold harmless and indemnify Client and the City from and against liability arising out of TSFGeo's negligent performance of the work. Client agrees to indemnify and hold 12. TSFGeo harmless from all liability including all costs, attorney's fees and expenses of defense for any claims by any other person or corporation which may arise out of the performance or breach of this contract for which TSFGeo was not solely negligent.
- LIMITATION OF LIABILITY The Client/Owner agrees to limit TSFGeo's liability for negligent professional acts, errors or omissions, such that the total aggregate liability of TSFGeo shall not exceed \$50,000 or 13. the total fee for the services rendered on this project; whichever is greater. The Owner further agrees to require the contractor and his subcontractors a similar limitation of liability suffered by the contractor or the subcontractors arising from TSFGeo's negligent professional acts, errors or omissions.
  - If Client prefers to have higher limits on professional liability, TSFGeo agrees to increase the limits up to a maximum of \$1,000,000 upon Client's written request at the time of accepting our proposal provided that Client agrees to pay an additional consideration of 5 percent of our total fee. The additional charge for the higher liability limits is because of the greater risk assumed and is not strictly a charge for additional professional liability insurance.
- 14. INSURANCE -TSFGeo represents that it and its agents, staff and consultants employed by it are protected by Worker's Compensation insurance and Employer's Liability Insurance in conformance with applicable state laws. TSFGeo has such coverage under public liability and property damage insurance policies that TSFGeo deems to be adequate. A Certificate of Insurance can be supplied evidencing such coverage upon
  - Within the limits and conditions of such insurance, TSFGeo agrees to indemnify and save client harmless from and against any loss, damage or liability arising from any negligent acts by TSFGeo, its agents, staff and consultants employed by it. TSFGeo shall not be responsible for any loss, damage or liability beyond the amounts, limits and considerations of such insurance. TSFGeo shall not be responsible for any loss, damage or liability arising from any acts by clients, its agents, staff and other consultants employed by it.
  - Cost of the above coverage is included in our quoted fees. If additional coverage or increased limits of liability are required, TSFGeo will endeavor to obtain the requested insurance and charge separately for 14.2.
- costs associated with additional coverage or increased limits.

  TERMINATION -This agreement may be terminated by either party upon seven days written notice in the event of substantial failure by the other party to perform in accordance with the terms thereof. Such termination shall not be effective if the substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, TSFGeo shall be paid for services performed to the termination notice date plus reasonable termination expenses.
  - In the event of termination or suspension for more than three months, prior to completion of all reports contemplated by this Agreement, TSFGeo may complete a report on the services performed to the date
- of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs for TSFGeo in completing such analyses, records and reports.

  CLIENT'S OBLIGATION TO NOTIFY TSFGeo Client represents and warrants that it has advised TSFGeo of any known or suspected hazardous materials or conditions, utility lines and pollutants at any site at which TSFGeo is to do work hereunder, and unless TSFGeo has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, Client agrees to defend, indemnify and save TSFGeo harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to TSFGeo's performance of its work and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to TSFGeo by Client.

  HAZARDOUS MATERIALS -This agreement shall not be interpreted as requiring TSFGeo to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear
- 17. within RCRA or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants.

Initial	_		

I.	FIELD INVESTIGATION  Mobilization of Men and Equipment  Truck-Mounted Equipment	Trip	1	\$	500.00	\$	500.00
	Support Vehicle	day	4	\$	150.00	\$	600.00
	Standard Penetration Test Borings (By Truck-Mounted Equipment) 0 - 50 ft depth 50 - 100 ft depth	L.F. L.F.	173 0	\$ \$	17.00 19.00	\$ \$	2,941.00 0.00
	Grout-Seal Boreholes (By Truck-Mounted Equipment) 0 - 50 ft depth 50 - 100 ft depth	L.F. L.F.	173 0	\$	9.00 10.00	\$	1,557.00 0.00
	Casing Allowance (By Truck-Mounted Equipment) 0 - 50 ft depth 50 - 100 ft depth	L.F. L.F.	125 0	\$	10.00 12.00	\$	1,250.00 0.00
	Auger Borings	L.F.	0	\$	13.00	\$	0.00
	Borehole/Field Permeability Test	Test	2	\$	500.00	\$	1,000.00
	Double Ring Infiltrometer Test	Test	1	\$	950.00	\$	950.00
II.	LABORATORY TESTING						
	Visual Examination by Engineer	Hour	6	\$	180.00	\$	1,080.00
	Natural Moisture Content Tests	Test	4	\$	35.00	\$	140.00
	Grain-Size Analysis - Full Gradation	Test	3	\$	90.00	\$	270.00
	Grain-Size Analysis - Single Sieve	Test	3	\$	65.00	\$	195.00
	Organic Content Tests	Test	3	\$	95.00	\$	285.00
	Limerock Bearing Ratio (LBR)	Test	0	\$	500.00	\$	0.00
III.	FIELD ENGINEERING AND TECHNICAL SEF	RVICES					
	Site Recon./Utility Coordination/Dig Permit/						
	Technician	Hour	10	\$	110.00	\$	1,100.00
IIIA.	ENGINEERING AND TECHNICAL SERVICES						
	Principal	Hour	2	\$	250.00	\$	500.00
	Project Manager	Hour	5	\$	180.00	\$	900.00
	Senior Engineer	Hour	15	\$	200.00	\$	3,000.00
	CADD/Technician	Hour	10	\$	110.00	\$	1,100.00
	Clerical	Hour	4	\$	90.00	\$	360.00
IV	Path Clearing for Boring Access	LS	1	\$	3500.00	\$	3,500.00
	TOTAL FEE FOR GEOTECHNICAL	SERVICES (BUI	LDING AND	PARKI	NG/DRAINAGE)	\$	21,228.00

#### BRS CONSULTING L

Proposal for:

Coconut Creek Fire Station 113 and Fire Administration Cullum Road, Coconut Creek, FL 33073

Proposed Rating System:

LEED version 4/4.1 Building Design and Construction (BD+C): New Construction (NC)

June 13, 2025

Prepared for:

Currie Sowards Aguila (CSA) Architects Delray Beach, Florida | 33483 P 561.276.4951

Statement of Confidentiality

This proposal and supporting materials contain confidential and proprietary business information of BRS Consulting, LLC. These materials may be printed or photocopied for use in evaluating the proposed project but are not to be shared with other parties.

#### Project Agreement

The "Agreement" is made by and between the following parties:

BRS Consulting, LLC, a Florida Limited Liability Company ("Consultant") and CSA Architects ("Client"). The parties shall be individually referred to as "Party" and collectively as the "Parties."

Project Name: Coconut Creek Fire Station 113 and Fire Administration

Project Overview: LEED Consulting and Management and Commissioning of HVAC Systems for

LEED version 4 Building Design and Construction (BD+C): New Construction

(NC) Silver Certification.

Coconut Creek Fire Station 113 and Fire Administration consists of a two (2) story, four (4) bay fire station with fire administration approximately 25,000

square feet.

#### About LEED

LEED, or Leadership in Energy and Environmental Design, provides a framework for healthy, efficient, carbon and cost-saving green buildings. LEED certification is a globally recognized symbol of sustainability achievement and leadership. To achieve LEED certification, a project earns points by adhering to prerequisites and credits across 9 categories:

- Integrative Process (IP)
- Location and Transportation (LT)
- Sustainable Sites (SS)
- Water Efficiency (WE)
- Energy and Atmosphere (EA)

- Materials and Resources (MR)
- Indoor Environmental Quality (IEQ)
- Innovation (IN)
- Regional Priority (RP

### LEED for Building Design and Construction (BD+C): New Construction and Major Renovation (NC)

New construction or major renovation of buildings that do not primarily serve residential, K-12 educational, retail, data centers, warehouses and distribution centers, hospitality or health care uses. At least 60% of the project's gross floor area must be complete by the time of certification (except for LEED BD+C: Core and Shell).

#### **LEED Certification**

To achieve LEED certification, a project earns points by adhering to prerequisites and credits that address carbon, energy, water, waste, transportation, materials, health and indoor environmental quality. Projects go through a verification and review process by GBCI and are awarded points that correspond to a level of LEED certification:

Certified 40 – 49

• Silver 50 – 59

• Gold 60 – 79

• Platinum 80+ points

#### I. LEED Consulting and Management Services

#### A. LEED Kick-Off Meeting (Charrette)

- Lead a meeting with the Client and the design and construction teams.
  - o This meeting will provide an opportunity for the entire project team to understand the objective terms for achieving project certification.
  - Review prerequisite and credit requirements, and the action items needed to achieve the requirements.

#### B. Plan Preparation and Design Recommendations

- Prepare preliminary LEED scorecards with a breakdown in categories of "yes", "maybe" and "not attempting".
- Provide a scorecard to the project team with the building's established sustainability goals, initial
  recommendations for the preliminary LEED scorecard, and proposed strategies for achieving
  LEED certification. The scorecard will also identify the party responsible for providing
  documentation to demonstrate compliance for each prerequisite and credit.

#### C. LEED Project Registration

- Register the project with the Green Business Certification, Inc. (GBCI).
  - o If requested, BRS Consulting can process all required LEED and certification fees for the Client and invoice the fees (at cost).
- Manage the LEED folder and project details as the LEED Project Administrator.

#### D. General Design- and Construction-Related LEED Project Administration

- Provide regular project status updates to the project team via scheduled LEED meetings.
- Track LEED certification utilizing the project scorecards.
- Manage all LEED administration and interactions with GBCI Reviewer.
- Serve as the primary, day-to-day contact, responsible for: managing submittals, submitting completed project for certification and addressing comments from LEED.

#### E. Design-Related Consulting and Management

- LEED Plan Review and Specifications
  - Review the project's plans and specifications at two stages: (1) Design Development (DD)
     Phase and (2) Construction Documents (CD) Phase, to ensure adherence to the LEED standard.
  - Provide LEED specification inserts for Division 01 including general sustainable design and construction specifications, Construction Waste Management, and Construction Indoor Air Quality Management Plan.
  - Provide LEED specification inserts for Divisions 03 31 for appropriate references to sustainability requirements.
  - o Review and develop the Owner's Project Requirements (OPR) and Basis of Design (BOD) to ensure LEED requirements are integrated into both documents.
- Provide ongoing consulting, management, and guidance to verify the design team is on track for LEED certification.
- Complete and/or assist the design team with assigned requirements to satisfy LEED's prerequisite and credit requirements.
- Complete LEED calculations, worksheets, and plans on the design team's behalf.

- Design-Phase LEED Calculators including, but not limited to: open space, hardscape, parking and bicycle storage minimum requirements, Owner's Project Requirements (OPR), Basis of Design (BOD), and other design-related letters and narratives.
- Perform reviews of plans, submittals, and calculations to ensure compliance with credit-specific requirements.

#### F. Construction Related Consulting and Management

- LEED Construction Kick-Off Meeting: Lead a meeting with construction team, commissioning agent, and subcontractors.
  - This meeting will include best management practices for construction, materials submittals requirements and documentation requirements such as construction waste reporting, indoor air quality management, and erosion and sedimentation control measures.
- Provide ongoing consulting, management, and guidance to verify the construction team is on track for LEED certification.
- Complete and/or assist the construction team with assigned requirements to satisfy LEED credit requirements.
- Complete LEED calculations, worksheets, and plans on the construction team's behalf.
  - Construction-Phase LEED Calculators including, but not limited to: Building Products
    Disclosure and Optimization and Low-Emitting Materials Calculators, Construction and
    Demolition Waste Management calculations.
  - Construction-Phase LEED Plans including, but not limited to: Construction and Demolition Waste Management Plan, Indoor Air Quality Management Plan During Construction, and Erosion and Sedimentation Control Plan.

#### Submittals and RFIs

- o Review construction submittals and RFIs applicable to LEED certification.
- o Provide written feedback via email or submittal "stamp", if required.
- Log and track submittals to ensure construction-related credits are documented according to the LEED requirements.

#### Site Visits

Perform up to six (6) total site visits to document the building and site conditions, take required photographs for LEED documentation, and ensure adherence to LEED requirements, which includes compliance with indoor air quality (IAQ) management during construction and construction activity pollution prevention. If BRS Consulting is not provided access to the site during construction, site photos provided by the contractor will be requested and will serve as sole proof of compliance.

#### G. LEED Reviews and Certification

- Prepare documentation for LEED submission.
- Complete a comprehensive QA/QC of documentation before submitting for LEED's review.
- BRS Consulting will review and address LEED's review comments (involving the project team as needed).

#### • LEED Certifications

Notify the project team and provide final LEED Report when the project is certified. The LEED Report will summarize prerequisites and credits achieved, the final point total and certification level. Guide the team in LEED plaque selection and purchase, if requested.

#### II. Commissioning

- A. Fundamental Commissioning (Cx) Mandatory for LEED Certification
  The intent of Fundamental Cx is to "verify that the project's energy related systems are installed, calibrated, and perform according to the Client's project requirements, basis of design, and construction documents." This credit requires that the owner designate an independent Commissioning Authority (CxA) to lead, review, and oversee the completion of the commissioning process activities. The scope of energy-related systems to be commissioned include Heating, Ventilating, Air Conditioning and Refrigeration (HVAC&R) systems (mechanical and passive) and associated controls; lighting and daylighting controls; and domestic hot water systems; and Renewable Energy Systems, where applicable.
  - Design-Related Commissioning Tasks
    - o Review Owner's Project Requirements (OPR) and Basis of Design (BOD) and perform a design review concurrent with the design team's review to verify conformance to these documents.
    - LEED Plan Review and Specifications
      - Review the project's plans and specifications at two stages: (1) Design Development (DD) Phase and (2) Construction Documents (CD) Phase, to ensure adherence to the LEED standard.
      - Provide Commissioning specification inserts for Division 01.
    - Develop a project-specific Commissioning Plan that includes the scope of commissioning, the project team, roles and responsibilities, testing overview, and a milestone schedule for commissioning.
  - Construction-Related Commissioning Tasks
    - Conduct a Commissioning Kickoff Meeting to review the commissioning scope, process, and requirements with the construction team.
    - o Submittals and RFIs
      - Review construction submittals and RFIs applicable to LEED Commissioning.
      - Provide written feedback via email or submittal "stamp", if required.
      - Log and track submittals to ensure construction-related credits are documented according to the LEED Commissioning requirements.
    - With necessary assistance and review from the installing contractors, develop and write construction checklists (pre-functional checklists) and submit to the General Contractor for distribution to sub- contractors. Work with sub-contractors in completing construction checklists and tracking of checklist completion.
    - o Perform site visits during construction to observe equipment and system installation. Report deficiencies to the Owner, Design and Construction Team.
    - With necessary assistance and review from installing contractors, write the Functional Test procedures.
    - Maintain a master issue log to document non-conformance results and recommended corrective actions. Track corrective actions to completion.
    - o Provide the Owner written progress reports.
    - o Recommend approval of air and water systems balancing through review of the report.
    - o Provide a Commissioning Report at the completion of the project.
    - o Compile a Current Facilities Requirements and O&M Plan for the project.
- B. Enhanced Commissioning Optional for LEED Certification
  The intent of Enhanced Commissioning is to "verify and ensure that the tenant space is designed, constructed, and calibrated to operate as intended". The activities of the CxA for Enhanced Commissioning are performed in addition to the activities involved in Fundamental Commissioning, to provide a more robust and thorough commissioning of the project.

I. LEED Consulting and Management Services (Paid to BRS Consulting)

\$ 40,000.00

Coconut Creek Fire Station 113 and Fire Administration – LEED Consulting and Manage	ement Services	
Design-Related Consulting and Management		
Conduct a LEED Design Charrette; preliminary site analysis.	\$ 2,000.00	10
Develop and distribute LEED Scorecard including Action Item List.	\$ 1,000.00	5
Incorporate LEED Plan into plans/specs, where applicable at this stage of design and construction.	\$ 1,000.00	5
Review plans and specifications for LEED inclusions.	\$ 4,000.00	20
Prepare Design-Related prerequisites and credits for LEED Review.	\$ 10,000.00	50
Construction-Related Consulting and Management		
Conduct Contractor LEED Kick Off Meeting.	\$ 1,000.00	5
Develop and Implement Waste Management Plan; IAQ Management Plan; and ESC Plan.	\$ 1,000.00	5
Submittal Review; complete Building Products and Low Emitting Materials Calculators; collect applicable documentation. Site visits included.	\$ 10,000.00	50
Prepare Construction-Related prerequisites and credits for LEED Review.	\$ 10,000.00	50
LEED Consulting and Management Services Total	\$40,000.00	200

II. Fundamental Commissioning (Paid to BRS Consulting) \$ 26,100.00 Fundamental Commissioning is mandatory under the LEED Standard. Services can be provided by BRS Consulting's Commissioning Agent or a Commissioning Agent of the Client's choosing.

Coconut Creek Fire Station 113 and Fire Administration - Commissioning		
OPR, BOD, Commissioning (Cx) Specifications, and develop commissioning plan.		30
Develop and observe Prefunctional Checklists. Site visits included.		50
Develop and observe Functional Checklists. Site visits included.		50
Final Commissioning Reports. Assemble documentation; QA/QC and submission		15
Commissioning Total	\$ 26,100.00	145

#### **Enhanced Commissioning**

Not Included

Enhanced Commissioning is optional for LEED certification. Proposal available upon request.

- III. Energy Modeling

  Not Included
  Energy Modeling is mandatory for LEED certification. Services can be provided by BRS Consulting's Energy
  Modeler, the project MEP Engineer, or an energy modeler of the Client's choosing.
- IV. LEED Registration and Certification Fees (Paid to GBCI)

  LEED registration and certification fees have been excluded from the fees above. If requested, BRS

  Consulting can process all required LEED registration and review fees for the Client and invoice the fees

  (at cost). PLEASE NOTE: These fees are subject to change by GBCI.

	Split Review	LEEC	Registration Fees	Des	sign Review	Constru	uction Review	Reg	otal LEED gistration + view Fees
	Due Date:		ue at Project Registration		Design Review Ubmission		t Construction w Submission		-
Ī	Amount Due:	\$	1,700.00	\$	3,075.00	\$	1,025.00	\$	5,800.00

#### Payment Method

Fees will be invoiced based on percentage of project schedule completed, unless otherwise mutually agreed by both parties. Invoice payment is due thirty (30) days from invoice date.

Electronic Funds Transfer (EFT) payments shall be sent to BRS Consulting's account as follows:

Bank: Paradise Bank
Account Name: BRS Consulting LLC

RTN: 067015795 Account Number: 0121030290

If sent by check, payments shall be sent to BRS Consulting LLC addressed as follows: BRS Consulting LLC, 3796 Lambert Ave, West Palm Beach, FL 33405. All remittance notifications should be emailed to Accounting@BRS.eco.

#### **Exclusions**

- Building Flush-Out and/or Air Testing as outlined in LEED's Indoor Environmental Quality (IEQ) Indoor Air Quality Assessment credit.
- Green Power and Carbon Offsets (v4) and/or Renewable Energy (v4.1) for LEED's Energy and Atmosphere (EA) Energy Performance credits.
- Whole Building Life-Cycle Assessment as outlined in LEED's Materials and Resources (MR) Building Life-Cycle Impact Reduction credit.
- Spatial Daylight Autonomy and Annual Sunlight Exposure; Illuminance Calculations; and/or Illuminance Measurements for LEED's IEQ Daylight credit.
- Acoustic Performance Calculations for LEED's IEQ Acoustic Performance credit.
- GBCI Credit Interpretations and/or Appeal Fees outside of our scope.
- LEED Plaque.

#### Liability of LEED Certification

The Client and the Consultant mutually acknowledge that a project goal is to achieve certification under the Leadership in Energy and Environmental Design (LEED). The Client understands that the Project cannot achieve LEED certification until after substantial completion of construction and commissioning task(s) are completed. The Project is subject to the LEED Certification processes and procedures as determined by LEED. These processes and procedures are outside the control of the Consultant, may not be uniformly implemented, and may be subject to change at any time. Further, LEED certification will require input and effort from the Client, parties in the contract under the Client, as well as contractors, vendors, suppliers, and other parties associated with the Project that are not parties in this Agreement.

The Consultant will make reasonable efforts to facilitate and coordinate the LEED certification of the Project, subject to the Scope of Services in this Agreement. The Consultant cannot, however, guarantee LEED certification, the actual performance or benefits of the building, nor can it guarantee certain performance levels anticipated through the LEED certification process.

It is understood that the Consultant shall only be responsible for consulting efforts based on the information provided by the Client, as well as contractors, vendors, suppliers, and other parties associated with the Project that are not parties in this Agreement. Therefore, the Consultant has no responsibility on other services pertaining to the Project such as design, calculations, other criteria or even execution of those services.

To the fullest extent permitted by law under Fl. Stat. §558.0035, Consultant and Client waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project and agree that Consultant's total liability to Client under this Agreement shall be limited to the contract amount.

#### Indemnification

The Client shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless the Consultant and all parties under the Consultant, including but not limited to the Consultant's employees, subcontractors, and any other representatives from and against all consequential, special indirect, incidental, punitive or exemplary damages, liabilities, expenses, costs, or losses, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance by any of the parties above named of the services under this agreement, excepting those only damages, liabilities, or costs attributable to the sole negligence or willful misconduct of the Consultant.

#### Dispute Resolution

- 1. In the event a dispute arises between the Parties, the Parties will attempt to resolve the dispute through friendly consultation. If the dispute is not resolved within a reasonable period, then any or all outstanding issues may be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration in accordance with the laws of the State of Florida. The arbitrator's award will be final, and judgment may be entered upon it by any court having jurisdiction within the State of Florida.
- 2. The dispute resolution process may be commenced by either Party by the delivery of written notice (the "Notice of Dispute") to the other Party. The notice will specify the dispute to be arbitrated, the issues of fact and law to be determined and the proposed arbitrator.
- 3. Either Party may object to a proposed mediator and propose an alternate by delivering a written notice of objection to the opposing Party within 15 Business Days of receiving the Notice of Dispute. All of the proposed mediators will jointly appoint a mediator. If the proposed mediators are unable to agree upon a mediator, any party to the dispute may apply to the Court for the appointment of a mediator.
- 4. Either Party may object to a proposed arbitrator and propose an alternate by delivering a written notice of objection to all other Shareholders within 15 Business Days of receiving the Notice of Dispute. All of the proposed arbitrators will jointly appoint an arbitrator. If the proposed arbitrators are unable to agree upon an arbitrator, any party to the dispute may apply to the Court for the appointment of an arbitrator.
- 5. If no Shareholder objects by written notice to the proposed mediator or arbitrator within 15 Business Days of receiving the Notice of Dispute, the proposed mediator or arbitrator will be presumed acceptable.
- 6. Every mediator and arbitrator, and all proposed mediators and arbitrators will be at arm's-length from every Party to this Agreement and will not have any interest in the dispute.
- 7. The mediator or arbitrator will, subject to applicable legislation, determine the procedure for hearing the dispute but will give written reasons for material findings of fact and a written decision.
- 8. The mediator or arbitrator will determine the liability among the parties to the dispute for the cost of the dispute resolution process and for the payment of the mediator or arbitrator.

#### Additional Terms and Conditions

- 1. BRS Consulting is a sustainable building consulting and management service and not an architectural, engineering, or legal service performed for the Client.
- 2. Any service the results from a significant change of scope, extent, or character of the portions of the project may require a new proposal or amendment.
- 3. Preparing any bid document, contract document, or any type of architectural or engineering drawing is outside the scope of this proposal and may require an outside consultant.
- 4. Revising previously accepted studies and reports is outside the scope of this proposal.
- 5. Effective as of the date of this proposal, the Consultant will commence the furnishing of the services and diligently and expeditiously perform the services in accordance with the Scope of Services above, and any amendments or extensions thereto, and/or any future Scope of Services that the Client and the Consultant agree to in writing.
- 6. Consultant, at its sole discretion, may subcontract to any company with requisite knowledge in the project scope and Client will allow Consultant to use subcontractors as Consultant sees fit.
- 7. Access to Site: Unless site visits are excluded, the Consultant will have access to the site for activities necessary for the performance of the service. BRS Consulting will take precautions to minimize damage due to these activities but has not included in the fee the cost of restoration of any resulting damage.
- 8. Billing/Payments: Invoices for the Consultant's services shall be submitted based on percentage of project schedule completed, unless otherwise mutually agreed by both parties. Invoice payment is due thirty (30) days from invoice date. If the invoice is not paid within 30 days, the Consultant may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service.
- 9. Certifications, Guarantees, Warranties: The Consultant shall not be required to execute any document that would result in its certifying, guaranteeing, or warranting the existence of conditions whose existence the Consultant cannot ascertain
- 10. Termination of Services: This agreement may be terminated by the Client, or the Consultant should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay the Consultant for all services rendered to date of the termination, all reimbursable expenses, and reimbursable termination expenses.
- 11. Ownership of Documents: All documents produced by the Consultant and may not be used by the Client for any other endeavor without the written consent of the Consultant.

Contract Acceptance If this Proposal is acceptable, pla	ease complete the following and email to <u>Brittany@BRS.eco</u> .
Please select the appropriate o	ption below.
LEED Consulting and Mana	gement Services
Fundamental Commissioning	g
Enhanced Commissioning	
Energy Modeling	
LEED Registration and Certi	fication Fees (Reimbursed to BRS Consulting, LLC)
Contract Accepted By	
Name	
Title	
Signature	
Date	
Billing Information	
Project PO#	
Company Name	
Billing Contact Name	
Billing Address	
Billing Phone Number	
Billing Email Address	
Special Billing Instructions	

# EST. 1981

#### **AVIROM & ASSOCIATES, INC.**

#### SURVEYING & MAPPING BOCA RATON / STUART / KEY WEST

July 16, 2025

Via E-Mail: jayson@csa-architects.com; jess@csa-architects.com

Mr. Jayson Hall Currie Sowards Aguila Architects 185 NE 4<sup>th</sup> Ave., Suite 101, Delray Beach, FL 33483

Re: Coconut Creek Station 113 Revised Proposal

Dear Mr. Hall,

In accord with your request, the following proposal for professional land surveying services is submitted for your consideration.

#### Tree Survey – Limits per marked aerial (10 acres)

• Locate specimen trees 4" diameter and larger, providing common name, diameter, height, spread, and position of trees. Survey to include tree table. The location of shrubbery and landscaping will not be included.

Fees:	Survey crew (2 person)	80 hours at \$180/hour	\$14,400
	CAD technician	32 hours at \$110/hour	\$ 3,520
	PLS	3 hours at \$200/hour	<u>\$ 600</u>
Total:			\$18,520

Topographic Survey in accord with Standard of Practice as set forth in Chapter 5J-17.05 FAC pursuant to Section 472.027 Florida Statutes (12 acres and  $\pm$  1,700 linear feet at Banks Road & Cullum Road)

- Establish on-site benchmarks based upon NAVD 88 Datum and supply conversion to NGVD 29.
- Obtain sufficient control monumentation, if available, to graphically depict limits of property. This is not a boundary survey.
- Locate all above ground improvements including pavement, curbs, sidewalks, swales, berms, retention areas and above ground evidence of utilities. Obtain rim elevations, inverts, and pipe sizes of sewer and drainage structures (including 2 offsite sewers). Utility locations will include fire hydrants, water valves, meter boxes, vaults and main irrigation valves. Individual sprinkler heads are not included.
- Obtain spot elevations on points of location and on an approximate 50' grid with high and low points extending within the limits.
- Final product will be AutoCAD 2018, PDF, ASCII Point File, and 4 signed and sealed copies.

Fees:	Survey crew (2 person)	30 hours at \$180/hour	\$5,400
	CAD technician	35 hours at \$110/hour	\$3,850
	PLS	3 hours at \$200/hour	<i>\$ 600</i>
Total:			\$9,850

Page | 2

Resurvey Banks Road and Cullum Road after road/utility work

Fees:	Survey crew (2 person)	16 hours at \$180/hour	\$2,880
	CAD technician	16 hours at \$110/hour	<i>\$1,760</i>
Total:			\$4,640

Boundary and Topographic Survey in accord with Standard of Practice as set forth in Chapter 5J-17.05 FAC pursuant to Section 472.027 Florida Statutes - 10-acre Fire Station (Final As-Built Survey)

- Recover or reset exterior boundary corners.
- Establish on-site benchmarks based upon NAVD 88 Datum.
- Locate all above ground improvements including building, pavement, curbs, sidewalks, swales, berms, retention areas and above ground evidence of utilities. Utility locations will include fire hydrants, water valves, meter boxes, vaults and main irrigation valves.
- Obtain spot elevations on points of location and on an approximate 50' grid with high and low points extending within the limits.
- Locate specimen trees 4" diameter and larger, providing common name, diameter and position of trees.
- Final product certified survey and 4 copies

Fees:	Survey crew (2 person)	32 hours at \$180/hour	\$5,760
	CAD technician	30 hours at \$110/hour	\$3,300
	PLS	4 hours at \$200/hour	<i>\$ 800</i>
Total:			\$9,860

#### General Conditions:

- 1. All invoices are due and payable in full upon receipt. Surveyor reserves the right to withhold certified prints and files to client or client's consultants until payment is made in full. CAD file (if part of deliverables) will not be released until invoice is paid in full. If payment is not received within 45 days of the invoice date, Surveyor may terminate this agreement or suspend work under the agreement until payments have been made in full. The undersigned agrees to pay reasonable attorneys' fees, costs and expenses incurred by Avirom & Associates, Inc. at all pre-litigation, trial, and appellate levels relating to any dispute arising from this agreement or any efforts to collect any past due obligation of the undersigned pursuant hereto.
- 2. Upon any invoice becoming delinquent, Avirom & Associates, Inc. may:
  - a. Deem this agreement terminated. Avirom & Associates, Inc. and Client shall thereupon have no further rights or obligations under this agreement and all fees and costs owed by Client through the date of termination shall be immediately due and payable; and/or
  - b. Withhold all work product of Avirom & Associates, Inc. under this agreement, including all drawings, surveys, plats, reports, calculations, specifications, and all other data, and not deliver the same to the Client, and discontinue performing and providing professional services under this proposal until payment in full of all outstanding statements in received; file lien against the property for all outstanding invoices.

Client acknowledges that Consultant will not be held liable for any damages incurred resulting from Consultant withholding work product or discontinuing services due to delinquency of payment of invoices on the part of the Client.

Avirom & Associates, Inc. may request that the final statement be paid simultaneously with the delivery to the Client of the final work product due under this agreement. Fees for Avirom & Associates, Inc.'s professional services under this agreement and costs incurred shall be due and payable by Client whether or not the Client, for any reason, fails or elects not to proceed with the project.

- 3. Prices quoted are valid within 90 days from the date of this proposal.
- 4. Electronic data files (CAD files), if furnished by Avirom & Associates, Inc. in connection with this project, are instruments of service. All original instruments of service shall be retained by Avirom & Associates, Inc. and will remain their property, with all common law, statutory and other reserved rights, including copyright, in those instruments. This information provided in the instruments of service is proprietary and will not be shared with others without prior written consent.
- 5. Copies in excess of four prints, colored prints, Federal Express, deliveries and out-of-pocket expenses will be charged to client at cost. Additional prints will be charged at \$5.00 per print and colored prints will be charged at \$10.00 per print.
- 6. Revising survey for attorney/lender comments, revised title policies and re-certifications after delivery of survey will be based on our current hourly rates.
- 7. Revisions to survey requested by governmental agencies that are more stringent than Standards of Practice as set forth in Chapter 5L-17.05 FAC pursuant to Section 472.027 Florida Statutes or Chapter 177 of Florida Statutes will be an additional expense to client based on our current hourly rates.

Should you have any questions or comments, please contact me.

Respectfully,  John T. Doogan, P.L.S.		
js		
These Conditions Are Acceptable an	nd I Hereby Authorize	You To Proceed
Authorized Signature Currie Sowards Aguila Architects	Print Name	Date
Accounts Payable E-Mail Address:		