



April 11, 2025

City of Palm Bay
Attn.: Steven Whidden
1150 DeGroodt Road SW
Palm Bay, FL 32908

**Re: Palm Bay Fire Station #8
Site Development Design Services Proposal
Master Agreement RFQ #55-0-2022**

Dear Mr. Whidden:

As requested, we are pleased to offer the following fee proposal to provide Architectural and Engineering Services for the above-mentioned project.

PROJECT DESCRIPTION

To provide architectural and engineering services for the design, construction drawings, permitting, bidding and construction administration for the **site development portion only** of the new Fire Station #8 located in the City of Palm Bay. All work shall be in accordance with our Main City Fire Station Contract.

It is understood that the new fire station design will be the same as Fire Station 7 without revisions. The Schematic Design Phase has not been included for this reason.

SCOPE OF SERVICES

TASK 1 DESIGN DEVELOPMENT

1. Site plan layout and initial design.
2. Provide Geotechnical Engineering, Phase 1 Environmental Assessment, Listed Species Assessment and Wetland Determination services (see attached sub-consultant proposal)
3. Provide topographical *and Boundary* Survey.
4. Exterior Renderings as needed to support the Site Plan Submittal process.
5. Site Plan Review with the City of Palm Bay.
6. Cross access coordination with the adjacent property owner.
7. Exterior Lighting Design
8. Zoning Code and Agency Requirement Research
9. Prepare Design Development plans.
10. Civil Engineering (see attached sub-consultant proposal)
11. Structural Engineering – Not included.
12. MEP Engineering (see attached sub-consultant proposal)

CPZ ARCHITECTS, INC.

MAIN: 4316 WEST BROWARD BOULEVARD, PLANTATION, FLORIDA 33317

1601 BELVEDERE RD., S-350, WEST PALM BEACH, FL 33406

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13. Landscape Architecture Only (see attached sub-consultant proposal)
14. ***Provide CAD and PDF Files.***

TASK 2 CONSTRUCTION DOCUMENTS

1. Architectural
 - a. Prepare 50%, 90% and 100% Construction Documents
 - b. Prepare 50%, 90% and 100% Technical Specifications
2. Civil Engineering (see attached sub-consultant proposal)
 - a. Prepare 50%, 90% and 100% Construction Documents
3. MEP Engineering (see attached sub-consultant proposal)
 - a. Prepare 50%, 90% and 100% Construction Documents
4. Structural Engineering – Not included.
5. Landscape Architecture (see attached sub-consultant proposal)
 - a. Prepare 50%, 90% and 100% Construction Documents
6. Cost Estimating (see attached sub-consultant proposal)
 - a. 50%, 90% and 100% Construction Document details cost estimate
7. ***Provide CAD and PDF Files.***
8. ***Utility and R/W design as needed for connection points and as per jurisdictional requirements***

TASK 3 SITE PLANNING AND BUILDING PERMITTING

1. Submit and process the Site Planning and City Development Reviews required for the project.
2. Submit and process the county and utility permits.
3. Building Department Submittals is not included in this proposal.
4. Provide all Signed and Sealed drawings as required and respond to drawings as required for all permit comments. If required, we will meet with plan reviewers to resolve any questions.
5. Civil Permitting (see attached sub-consultant proposal)
 - i. Attend Preapplication Meetings
 - ii. Prepare submittal packages and submit for government agency permits with the appropriate calculations and back-up to the following agencies.
 - iii. City of Palm Bay (CoPB)
 - iv. Brevard County (BC)
 - v. ***St. John's River Water Management District (SJRWMD)***
 - vi. Florida Department of Environmental Protection (FDEP)
 - vii. ***Driveway Permitting***

TASK 4 BIDDING

1. Preparation of architectural ***and site work*** documents for bidding.

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2. Preparation of architectural *and site work* specifications for bidding.
3. Coordinate with the City on the Bidding Forms and Documents.
4. Attend one pre-bid meeting.
5. Review and respond to RFI's from bidders during the bidding phase.

TASK 5 CONSTRUCTION ADMINISTRATION

1. Process and review submittals, and shop drawings.
 - i. 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.**
2. Respond to Contractor RFI's
3. Review Change Order Requests
4. Process Pay Applications
5. **Bi-Weekly Site Meetings for a 6 Month period, total of 14 meetings.** Note: Any additional site visits will be billed at hourly rates listed below.
 - i. At each site meeting, we will follow up with site meeting minutes, site photos and/or review of pay application.

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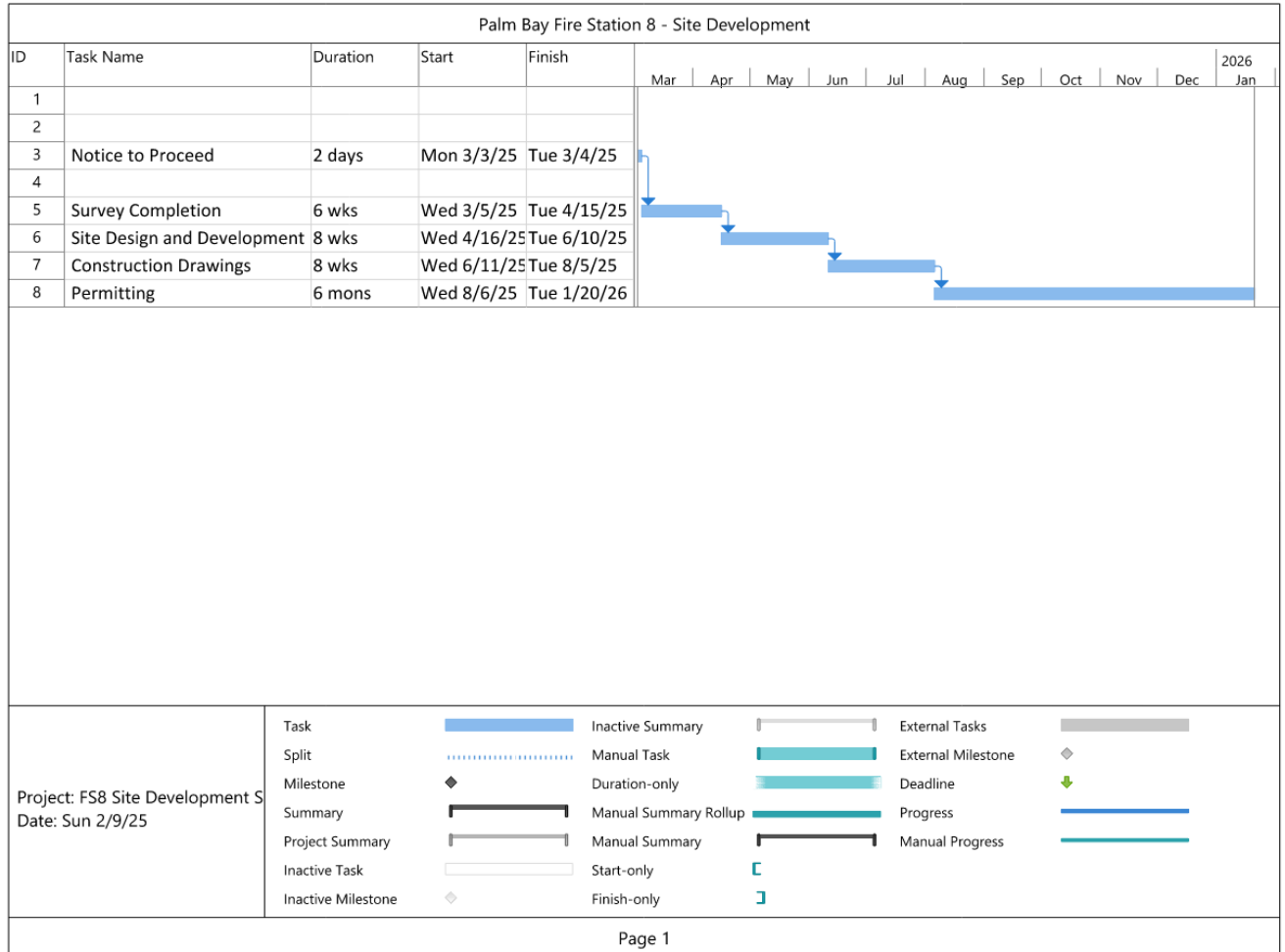
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SCHEDULE

Our estimates schedule is as follows:





COMPENSATION

1. Compensation for architectural services shall be on a stipulated basis and in accordance with CPZ Architects, Inc. General Conditions, as follows:

	CPZ - Architects, Inc	MBV - Civil	MBV - Survey	OCI - MEP	Susan Hall - Landscape	Terracon - Geotech and Environmental	Traffic - Stanley	Sub-Total
Phase							Not Included	
Schematic Design - NOT INCLUDED								\$ -
Design Development	\$ 21,750.00	\$ 20,480.00	\$ 19,540.00	\$ 4,210.00	\$ 3,975.00	\$ 21,670.00		\$ 91,625.00
								\$ -
Construction Documents	\$ 18,900.00	\$ 27,820.00		\$ 4,210.00	\$ 5,525.00			\$ 56,455.00
Permitting (Site Planning and Building)	\$ 7,980.00	\$ 12,035.00		\$ 880.00	\$ 625.00			\$ 21,520.00
								\$ -
Bidding	\$ 9,480.00	\$ 4,490.00		\$ 880.00	\$ 400.00			\$ 15,250.00
								\$ -
Construction Administration	\$ 26,120.00	\$ 11,505.00		\$ 2,000.00	\$ 1,650.00			\$ 41,275.00
								\$ -
Site Meetings	Include in Above	\$ 9,415.00			\$ 1,500.00			\$ 10,915.00
	14 Site meetings	18 Site meetings			(3 Site Visits)			
Master Stormwater Design Assistance (HRLY NTE)		\$ 12,490.00						\$ 12,490.00
	\$ 84,230.00	\$ 98,235.00	\$ 19,540.00	\$ 12,180.00	\$ 13,675.00	\$ 21,670.00	\$ -	\$ 249,530.00
					Reimbursable Allowance			\$ 10,000.00
							TOTAL	\$ 259,530.00

2. Reimbursable Allowance

- a. Permit Applications / Small fees: \$10,000

3. Compensation for architectural services shall be on an hourly basis at the rates listed below and in accordance with our main contract.

- a. Principal \$225 per hour
- b. Architect \$200 per hour
- c. Senior Project Manager \$195 per hour
- d. Project Manager \$175 per hour
- e. Architectural Associate 3 \$140 per hour
- f. Architectural Associate 2 \$125 per hour
- g. Architectural Associate 1 \$100 per hour
- h. Administration \$ 85 per hour
- i. Consultants (Civil, Landscape, Structural, Mechanical, Electrical Engineers, etc.) to be reimbursed at cost billed to Architect.

EXCLUSIONS / ASSUMPTIONS

CPZ ARCHITECTS, INC.

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The following items are excluded from this proposal or assumed:

1. ***Landscape Irrigation***
2. ***Emergency Signalization***
3. Solar Lighting
4. Provisions for a temporary station.
5. Presentation to the City Commission and Community Organizations.
6. Water & sewer As-Builts
7. As-Builts
8. Additional Surveying after the initial survey
9. Permit Fees

We thank you for the opportunity to offer you these services. If this proposal meets with your approval, please provide a new task order for these services. If you have any questions, please contact me at 954-792-8525.

Respectfully,
CPZ ARCHITECTS, INC.



Chris P. Zimmerman, AIA
President

CPZ ARCHITECTS, INC.

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CPZ Architects Fee Breakdown

Phases Description of work	CPZ Architects					
	Principal	Sr. Proj Mngr	Project Mngr	Arch Assoc 2	Arch Assoc 1	Admin
	\$ 225.00	\$ 195.00	\$ 175.00	\$ 125.00	\$ 100.00	\$ 85.00
Design Development						
Total	20	50		60	0	0
	\$ 4,500.00	\$ 9,750.00	\$ -	\$ 7,500.00	\$ -	\$ -
						\$ 21,750.00
Construction Documents						
Total	16	40		60	0	0
	\$ 3,600.00	\$ 7,800.00	\$ -	\$ 7,500.00	\$ -	\$ -
						\$ 18,900.00
Permitting (Site Planning and Building)						
Total	8	24		12		0
	\$ 1,800.00	\$ 4,680.00	\$ -	\$ 1,500.00	\$ -	\$ -
						\$ 7,980.00
Bidding						
Total	8	24		24		0
	\$ 1,800.00	\$ 4,680.00	\$ -	\$ 3,000.00	\$ -	\$ -
						\$ 9,480.00
Construction Administration						
Total	28	76		40		
	\$ 6,300.00	\$ 14,820.00	\$ -	\$ 5,000.00	\$ -	\$ -
						\$ 26,120.00
						TOTAL:
						\$ 84,230.00

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March 20, 2025

Mr. Chris Zimmerman, AIA
CPZ Architects, Inc.
1717 20th Street, Suite 1
Vero Beach, FL 32960

Via E-Mail (chris@cpzarchitects.com)

Subject: Proposal / Contract for Professional Engineering Services for the
City of Palm Bay - Fire Station No. 8
City of Palm Bay, Florida
Engineer's Project Number: 25-0028

Contractee: Mr. Chris Zimmerman, AIA

Dear Mr. Zimmerman:

At your request, we are hereby submitting our proposal to provide professional services for the above subject project.

A. Description of Project and Services:

As per our coordination, we understand you are looking to develop a 5.0-acre, Community Commercial zoned property located on Malabar Road NW just west of the St. Johns Heritage Parkway. We understand the parcel will be used for the new City of Palm Bay Fire Station No. 8 and will support a 3-Bay Fire Station building approximately 13,000 +/- SF with applicable site infrastructure, and that the 5.0-acre area will be carved out of the larger, 13.0+/-acre parcel. We also understand that a directional bore under Malabar Road NW will be required to connect to the existing 20" watermain and that a private, on-site lift station will be required that will connect to the existing 16" PVC force main located in the Malabar Road southern ROW. Through preliminary due diligence, the parcel lies within a designated Flood Zone AE - Elevation 20 pursuant to the FEMA flood map. As such, it should be understood that compensatory storage may be required above and beyond normal stormwater modeling to account for any volume being filled that may lie below this elevation.

As part of the project, we understand that the City of Palm Bay will be interacting with various other agencies and engineering firms for Master stormwater retention opportunities as well as ingress/egress driveways associated with the Malabar Road NW and St. Johns Heritage Parkway



Mr. Chris Zimmerman, AIA

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roadway widening and extension. We understand at this time the project shall provide a shared ingress /egress driveway located in a 60' proposed easement area off Malabar Road NW, as well as a shared ingress /egress driveway off the new St. Johns Heritage Parkway extension. An additional right-in / right-out driveway to the City parcel from Malabar Road is also anticipated under this project. This proposal includes an add-alternate fee for the necessary coordination and design assistance the City may need to support the aforementioned joint-development services.

Finally, we understand Geotechnical Services, Landscape Design, Traffic Design and Environmental Designs that may be needed will be provided by others. As such, please find below our proposed scope of services for the above-described development.

B. Scope of Work / Services:

Based on our understanding of the rules and regulations of the governing agencies, our performance of the work would include the following services and disciplines, as needed and/or required:

Task 1 – Survey

This task includes preparation of a boundary and topographic survey for design purposes.

1. Boundary survey with improvements for main 13 +/- acre parcel.
2. Depict all easements / right of ways shown on Record Plat or known to surveyor.
3. Depict current flood zone lines, if applicable.
4. Prepare metes & bounds legal description for 5-acre parcel, as directed.
5. Topographic survey, minimum 50-foot grid within project scope area.
6. Topographic survey to extend 50 feet beyond perimeter boundary lines.
7. Topographic survey to extend to the north ROW line of Malabar Road NW across scope area.
8. LiDAR scanning for enhanced elevation saturation and mapping.
9. Locate desirable trees 8" dbh and above.
10. Locate visible above ground utilities with elevations, where applicable.
11. Locate existing drainage structures including rim elevation, pipe invert, size, type and direction within project scope area.
12. Provide sufficient elevations on site to determine existing drainage patterns.
13. Provide 6 certified copies of the completed survey, including all the above.
14. Provide a PDF copy and CAD file of the survey, upon request.



Mr. Chris Zimmerman, AIA

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Task 2 – Site Design Development

This task includes the below services associated with the Site Design Development phase of the project. This task includes the design for the new fire station parcel. CAD file of the Base Plan at this phase will be shared with City to assist with coordination with other parties.

1. Attendance at Design Kickoff Meetings (in person and/or virtual).
2. Attendance at one site investigation with project team.
3. Preparation and submittal of the preliminary site plan for review and approval in preparation for pre-application meetings.
4. Preparation of the following pre-application submittals and attendance at meetings:
 - a. CoPB pre-application meeting form
 - b. SJRWMD pre-application meeting form
5. Coordination with Melbourne Tillman Water Control District (MTWCD) and Brevard County.
6. Attendance at one post pre-application meeting with City and Design Team to discuss pre-application comments.
7. Development of the preliminary on-site stormwater drainage model and calculations.
8. Design of the preliminary paving, grading and drainage systems.
9. Design of the preliminary utility layout for coordination with Architect and MEP team.
10. Development of 50% civil plans consisting of:
 - Site Plan
 - Paving, Grading and Drainage Plan
 - Utility Plan
 - Watermain Directional Bore Plan

Task 3 – Construction Drawings

This task includes the services below associated with the Construction Drawings phase of the project. This task includes the final design for the new fire station parcel. CAD file of the Base Plan at this phase will be shared with City to assist with coordination with other parties.

1. Project coordination with the following regulatory agencies:
 - a. City of Palm Bay (CoPB)
 - b. Brevard County (BC)
 - c. Melbourne-Tillman Water Control District (MTWCD)
 - d. St. John's River Water Management District (SJRWMD)
2. Finalization of the Civil site plan layout.
3. Finalization of the on-site drainage calculations and development of ICPR stormwater modeling for the development's stormwater pond sizing and stormwater runoff analysis. ICPR model will be shared (digitally) with City.



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4. Finalization of the on-site utilities design and layout. No costs for additional off-site utility design, system analysis or permitting beyond the parcel frontages is included in this proposal. Should additional off-site design and/or analysis be required beyond these limits, a proposal for those services will be provided at that time.
5. Finalization of the paving, grading and drainage system.
6. Project coordination with the project architect on final building designs, MEP utilities and site lighting. MBV shall coordinate with the architect during the final design process and provide CAD base plans as required to assist architect as needed. Architect shall provide all necessary building layout plans and MEP plans in CAD format to MBV as needed for Civil site plans finalization.
7. Project coordination with the landscape architect on final site layout of Landscape Plan and Public Recreation Tract area. MBV shall coordinate with the landscape architect during the final design process and provide CAD base plans as required for the development of the Landscape Plans and details. The Landscape Architect shall provide all landscape design plans (inclusive of tree removal/mitigation plans) as needed for project permitting.
8. Attendance at three (3) design development meetings at City with Owner and project Architect during Construction Drawings Phase.
9. Development of final civil construction plans consisting of, or a combination thereof:
 - Cover Page
 - General Notes Plan
 - Existing Conditions Plan
 - Demolition Plan
 - Erosion Control Plan and Details
 - Site Plan
 - Paving, Grading and Drainage Plan
 - Utility Plan
 - Watermain Directional Bore Plan
 - Cross Sections Plan
 - Site Details Plan
 - Paving, Grading and Drainage Details Plans
 - Utility Details Plan
10. Preparation of the following design reports for the subject project:
 - Stormwater Management Calculations
 - Stormwater Operation & Maintenance (O&M) Report
 - Lift Station Calculations
11. Development of Civil Opinion of Probable Costs.



Mr. Chris Zimmerman, AIA

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Task 4 - Permitting

This task includes the services below associated with Civil permitting phase.

1. Preparation of the following permit applications. All application fees to be paid by client or owner.
 - a. CoPB Site Plan Review
 - b. CoPB Site Work Permit (To be applied for after bidding and once GC is selected)
 - c. CoPB Water/Sewer Utilities
 - d. CoPB Fire Review
 - e. BC ROW Permit
 - f. Melbourne Tillman Water Control District Compliance Review Permit
 - g. FDEP / SJRWMD 10/2 Self-Certification
 - h. FDEP Water Distribution
 - i. FDEP Wastewater Collection
 - j. FDEP NPDES Notice of Intent*

*FDEP NOI Application will be prepared but will be the responsibility of the selected contractor to execute application under their company. MBV will assist the contractor in submittal of application at that time.
2. Submission of civil plans and application packages to permit agencies.
3. Attendance at the CoPB Development Review Committee meeting.
4. Coordination with jurisdictional agency representatives, respective design team members and Owner on agency review comments.
5. Final Construction plans drawings revisions per jurisdictional comments and resubmittal to agencies for final approvals.

Task 5 – Bidding Services

This task includes construction bid documents preparation as noted below in further detail. Please note that all Civil specifications are located on the civil plans and that this task does not include development of a specifications manual.

1. Preparation of civil plan documents for bidding.
2. Coordination with CPZ Architects during Bidding process.
3. Attendance at pre-bid meeting with Project team and Owner.
4. Responses to Requests for Additional Information (RAIs) from bidders during bidding phase.



Task 6 – Construction Meetings / Inspections

This task includes construction inspections as required by the local and state regulatory agencies, and as required by the Engineer of Record during the construction phase (assumed 6 months). We have included (18) on-site inspections / meetings based on 3 hours / meeting and pursuant to the below anticipated inspections. See below Fee Schedule for cost per inspection / meeting.

1. Attendance to (1) Pre-Construction Meeting with site contractor(s) either at site or at CoPB Governmental Office.
2. Construction Inspections as noted below for the specific items:
 - **Paving / Grading / Drainage:**
Storm pipe/inlet installation inspections, drainage structure inspections, final grading / stabilization inspections, Roadway (sub-base / base / asphalt) stringline inspections
 - **Utilities:**
Sewer: Force main tap and pressure test inspection, lift station start-up inspection,
Water: Water main tap and pressure testing inspection
 - **Overall Site Completion (Final Punchlist):**
Overall civil site final inspections.

Task 7 – Construction Administration and Certifications

This task includes construction coordination and certifications as required during the construction phase (assumed 6 months) to provide final certifications.

1. Shop drawings review for Civil Site items (water, sewer, storm).
2. Coordination with Site Contractor during construction phase. Assumes a total of 15 hours. Does not include construction meetings / inspections during construction phase as that scope is listed in Task 6 above.
3. As-built reviews and coordination for site improvements. The contractor is responsible for providing the necessary site as-builts to MBV as needed for agency certifications.
4. Final Punchlist coordination.
5. Development and submittal of Final agency certifications.

Task 8 – Master Stormwater and Ingress / Egress Design & Permitting Assistance (Add Alternate)

This task includes the efforts associated with assisting the City in coordinating with the various parties associated with the Malabar Road NW widening, St. Johns Heritage Parkway extension and Diaz Parcel with regards to the shared ingress/egress ditches and creation of a Master stormwater



Mr. Chris Zimmerman, AIA

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pond system to support the various developments. The Task shall include the following efforts as we understand it at this time:

1. Virtual Teams Meetings with CoPB and representatives associated with the aforementioned developments.
2. Attendance to up to (3) in-person meetings either on-site, at the City of Palm Bay or Brevard County.
3. Coordination with adjacent development engineering or team members to share design drawings, calculations and information as needed to develop the shared ingress / egress drives and a Master Stormwater Pond system if desired.
4. Coordinate with permit agencies as needed in support of the shared development improvements.

C. Cost of Work / Services Performed:

We propose to provide the above-described services for the following breakdown of fees, including direct costs.

Task 1 – Survey	\$ 19,540
Task 2 – Site Plan Development	\$ 20,480
Task 3 – Construction Drawings	\$ 27,820
Task 4 – Permitting	\$ 12,035
Task 5 – Bidding Services	\$ 4,490
Task 6 – Construction Meetings / Inspections (18 meetings @ \$500 / meeting) Additional meetings shall be charged at \$500 / meeting	\$ 9,415
Task 7 – Construction Administration and Certifications	\$ 11,505
Task 8 – Master Stormwater & Ingress / Egress Design & Permitting Assistance (Add Alternate – (HRLY NTE)	\$ 12,490

We are available to begin the work described herein upon our receipt of your written acceptance of this proposal/contract. This proposal is valid if accepted within sixty (60) days from the date of this proposal/contract. In addition to the above scope, our Agreement shall include and be subject to the conditions in the below Standard Provisions, which are incorporated by reference.

Should you require further information or clarification, please call.

Sincerely,



Mr. Chris Zimmerman, AIA

March 20, 2025

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Todd Howder

Vice President

Aaron Bowles, P.E.

Senior Vice President

Accepted and Agreed to this _____ day of _____, 20_____.

Corporate Contractee:

By: _____
Signature

Print Name and Title: _____

Individual Contractee and/or Signer for Corporate Contractee acknowledging liability.

By: _____
Signature

Print Name and Title: _____

STANDARD CONDITIONS:

Project Number: 25-0028

A. General Obligations and conditions

MBV Engineering (The Engineer) shall provide those professional services as specified and detailed in the contract. In rendering these services, MBV Engineering shall apply the skill and care ordinarily exercised by engineers at the same time and locale the services are rendered. Basic Services include reviewing applicable codes and regulations, verifying that the Drawings and Specifications prepared by the Engineer comply with all applicable codes and regulations, and making revisions to the Drawings and Specifications requested by Governmental authorities or the Owner as needed to obtain governmental approvals as included in the scope of work.

The Owner shall provide all criteria and information with regard to their requirements for the Project. This shall include, but not be limited to, review and approval of design in the schematic design phase, design development phase, and contract documents phase. These approvals shall include a written authorization to proceed to the next phase.

The Engineer shall request and the Owner shall provide those geotechnical investigations, property surveys, utility surveys, reports, and other data necessary for performance of the project team (unless these services are to be provided through this agreement).

The Engineer is entitled to rely on the accuracy and completeness of services provided by other design professionals retained by the Owner as such services pertain to the work of the Engineer, except where the exercise of proper care would require independent verification of the accuracy and completeness of said services or Engineer has reason to believe said services are not accurate or complete.

This Agreement represents the entire and integrated agreement between the Owner and the Engineer and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Engineer.

Insurance: MBV Engineering, Inc. will maintain, at its own expense, Workman's Compensation Insurance, Comprehensive General Liability Insurance, and Professional Liability Insurance.

NOTE: This proposal becomes a binding contract between the parties when accepted by the client as evidenced by his/her signing and dating this proposal, and communicating it via mail, facsimile, or hand delivery to MBV Engineering, Inc. No changes to this proposal may be made without the written approval of MBV Engineering, Inc.

B. ~~Additional Services:~~

~~Additional Services are those services that arise during the design or construction process and are not included in Basic Services. Examples include, but are not limited to: Construction inspection, coordination and attendance of Planning and Zoning meetings, attendance to neighborhood meetings, design revisions due to neighborhood meetings, Commission meetings, additional coordination meetings, modified site layouts, environmental coordination, off-site utility design and off-site roadway design, revisions that are inconsistent with approvals or instructions previously given by the owner or the agencies. Additional services are also considered those which may not be foreseen at the beginning of the design phase and are not included as basic services, including but not limited to: design of secondary structural elements, provide special inspections, design supports for antennas, flagpoles or special architectural systems, services resulting for changes in the magnitude of the work, architectural layouts or code issues after the preparation of the documents, or services to evaluate substitutions proposed by the contractor or the owner. Additional services will be billed at our current billing rates as approved by the City of Palm Bay with the original contract (55-0-2022).~~

C. ~~Reimbursables~~

~~Reimbursables are expenses incurred by the Engineer directly in connection with the project such as, but not limited to, transportation, out of town travel and subsistence, electronic communications, overnight deliveries, courier services, additional specialized professional services, sales taxes, permits and filing fees for securing approvals from government authorities, renderings or models, Owner authorized overtime above the current hourly rates, expenses for professional liability insurance or additional insurance beyond the normal amount carried by the Engineer and the cost of reproductions. All rates listed below are subject to change, and mileage rates are based on IRS regulations and are updated per their direction.~~

1. ~~Print Costs~~ All copies and prints will be billed at the following rates:

~~B/W copies: 8 1/2" x 11" \$0.30 / sheet 11" x 17" \$0.65 / sheet~~

~~Color copies: 8 1/2" x 11" \$0.40 / sheet 11" x 17" \$1.25 / sheet~~

~~Plans (24" x 36"): B/W = \$3.00 / sheet Full Color = \$7.00 / sheet Line Color = \$3.50 / sheet~~

~~MyLars: \$30.00 / sheet~~

Initial – Client

Initial- MBV

_____ 

STANDARD CONDITIONS:

Project Number: 25-0028

2. ~~Miscellaneous:~~

~~Mileage shall be reimbursed at \$0.70 per mile, or the most current IRS-regulated rate. Deliveries shall be charged at \$17.50 per delivery. All other reimbursables will be billed at actual costs incurred.~~

3. ~~Application Fees:~~

~~Any, and all, application fees required by permitting agencies will be paid for directly by the Owner/Client.~~

D. Payment:

Invoices for our services will be submitted on a monthly basis with payment due upon your receipt of the invoice. A service charge of 1 ½% per month will be billed for late payments on the then outstanding balance. MBV Engineering, Inc. reserves the right, in its sole discretion, to stop performing work/services under this Proposal/Contract if any invoice is not paid within 30 days. Continued performance of work/services by MBV Engineering, Inc. does not constitute a waiver of their right to stop performing work/services in the future.

E. Release / Reuse of Documents

All documents including drawings, disks, specifications, and reports prepared or furnished by MBV Engineering, Inc. or Engineer's Independent Professional Associates and Consultants pursuant to this agreement are instruments of service in respect of the Project and the Engineer shall retain all ownership and property interests therein, whether or not the project is completed. To that end, the Engineer may exercise his right to execute a copyright notice upon any document prepared by the Engineer in connection with this project. All original documents shall remain the sole property and in the sole possession of the Engineer.

Owner/Client will be provided and may retain copies of said documents for his use and information; however, said documents are not intended or represented to be suitable for reuse by Owner/Client or others on extensions of the project or on any other project. Any reuse without express written verification or adaptation by Engineer for the specific purpose intended, will be at Owner's/Client's sole risk and without liability or legal exposure to the Engineer or to the Engineer's Independent Professional Associates and Consultants. Owner/Client shall indemnify and hold harmless the Engineer and Engineer's Independent Professional Associates and Consultants from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

F. Release / Reuse of Electronic Data

All electronic data including drawings, specifications and reports prepared or furnished by MBV Engineering, Inc. or Engineer's Independent Professional Associates and Consultants pursuant to this agreement are instruments of service in respect of the Project and the Engineer shall retain all ownership and property interests herein, whether or not the project is completed. To that end, the Engineer may exercise his right to withhold the release of any electronic data and evaluate each requires on an individual basis. Any Release/Reuse of Electronic Data agreed upon by the Engineer shall automatically be encumbered by above stated item (E) Release/Reuse of Documents.

G. Representations Relating to Work Performed

The plans, designs and documents which are subject to this contract shall be prepared in a professional manner consistent with the profession's "Normal Standard of Care."

Nevertheless, no representations or warranties are made as to the success, approval, or the issuance of permits on any application submitted by Owner/Client based in whole or in part upon the plans, designs, or documents prepared by MBV Engineering, Inc.

Concurrency: This design and permitting effort neither imply nor guarantees that concurrency will be met at the time of construction of the first phase, or any phases, nor is it the responsibility of MBV Engineering, Inc. to monitor levels or services or infrastructure capacities.

Back charges will not be accepted by MBV Engineering, Inc. unless we provide written agreement covering all corrective action and the total amount of the back charge necessary to accomplish the corrective action.

Engineer's evaluations of Owner's probable project budget and any opinions of probable construction costs, if rendered as a service under this Agreement, will be made on the basis of Engineer's experience and qualifications and will represent Engineer's best judgment as a qualified design professional familiar with the construction industry. Because the Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, the Engineer does not guarantee or represent that proposals, bids, negotiated prices, or actual construction costs will not vary from the opinions

Initial – Client

Initial- MBV

_____ 

STANDARD CONDITIONS:

Project Number: 25-0028

of probable construction costs prepared or agreed upon by Engineer. If the Owner wishes greater assurance as to construction costs, the Owner shall employ an independent cost estimator.

H. Dispute Resolution:

In the event of any dispute concerning this Proposal/Contract for Professional Engineering Services, MBV Engineering, Inc. shall be entitled to recovery of its reasonable attorney's fees and costs incurred in connection with the dispute, including court costs and fees and costs of appeals. Dispute resolution and the location/jurisdiction thereof, may be by mediation, arbitration and/or court action in the sole discretion of MBV Engineering, Inc. The laws and statutes of the State of Florida shall govern all dispute resolution.

I. Termination Without Cause:

If at any time MBV Engineering, Inc. is notified in writing by Contractee that the Contractee wishes to terminate the agreement for any reason, MBV Engineering, Inc. shall be entitled only to the reasonable value of work furnished pursuant to the agreement up until the moment of such notice. This notice shall be sent by certified mail, return receipt to MBV Engineering, Inc., 1835 20th Street, Vero Beach, FL 32960. This notice will be effective upon receipt. MBV Engineering, Inc. shall not be entitled to payment for work furnished after such notice or not reasonably required to have been previously furnished under this Agreement.

J. Authority of Signer:

If the Contractee is a corporate entity or an individual other than signer, the signer represents that he/she by their signature is authorized to, empowered to and does sign this Proposal/Contract on Contractee's behalf.

K. Indemnification by Signer:

Signer understands and agrees that, if the Contractee is a corporate entity or an individual other than signer, that signer is personally liable and responsible for payment of all work/services performed by MBV Engineering, Inc., in the event that the Contractee fails to pay for the work/services performed.

L. Limitation of Liability

Engineer and Owner agree that the services performed by the Engineer pursuant to this Agreement are solely for the benefit of the Owner and are not intended by either the Engineer or the Owner to benefit any other person or entity. To the extent that any other person or entity is benefited by the services performed by the Engineer pursuant to this Agreement, such benefit is purely incidental and such other person or entity shall not be deemed a third-party beneficiary to this Agreement.

The Owner and MBV Engineering, Inc. have considered the risks, rewards and benefits of the project and the Engineer's total fee for services. Risks have been allocated such that the Owner agrees that, to the fullest extent permitted by law, the Engineer's liability to the Owner for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes shall not exceed the total fee received for the project. Such causes include, but are not limited to, the Engineer's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

**PURSUANT TO FLORIDA STATUTES SECTION 558.0035 (2013)
AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD
INDIVIDUALLY LIABLE FOR NEGLIGENCE.**

Initial – Client

Initial- MBV



25-0028 Civil - City of Palm Bay Fire Station #8 Manhours

Task 1 - Survey	Admin Asst.	\$80	2-man Field Crew	\$158	\$105 Sr. AutoCAD Tech.	\$130 Sr. Tech.	\$165 Proj. Surveyor	Notes
Field Crew Survey	1		65					
Drafting and PLS reviews					50	10	16	
Total (Hrs)		1	65		50	10	16	
Total Labor Fee		\$80	\$10,270		\$5,250	\$1,300	\$2,640	
TASK 1 - Total MBV Labor Fee \$19,540								

Task 2 - Site Design Development	Admin 1	\$65	Admin 2	\$85	\$140 Tech Designer	\$145 Jr Eng	\$190 Sr Eng II	Notes
Kick-Off Meeting							3	
On-Site Investigation							4	
Development of Prelim. Site Plan					16		4	
Dev. Pre-App forms and attendance at meetings (CoPB & SJs)	4						5	
MTWCD & BC Coord with Pre-App plan							2	
Post Pre-App meetings coord. with Design Team and Owner							1	
Plan updates from Pre-App Meetings					6		1	
Development of Prelim. on-site SW analysis and calculations						14	6	
Development of Prelim. util. analysis and LS calculations						10	8	
Development of Prelim. PGD Plan					8	4	2	
Development of Prelim. Utility Plan					6	4	2	
Development of Prelim. Watermain Directional Bore Plan					6	4	2	
Project Team coordination during Site Design Dev. Phase							8	
Total (Hrs)		4	0		42	36	48	
Total Labor Fee		\$260	\$0		\$5,880	\$5,220	\$9,120	
TASK 2 - Total Contract Fee \$20,480								

Task 3 - Construction Drawings	Admin 1	\$65	Admin 2	\$85	\$140 Iecn Designer	\$145 Jr Eng	\$190 Sr Eng II	Notes
Permit Agency coord. during Const. Drawings Phase						4	6	
Development of final on-site SW modeling and calculations						18	8	
Development of final Utilites layout						6	3	
Development of final PGD systems						6	3	
Project coordination with Arch and MEP Team					2		8	
Project coordination with LA					2		6	
Development of Civil Construction Plans					40	10	8	
Development of Lift Station Calculations and Report			3			8	2	
Development of Drainage Report			3			6	4	
Development of Stormwater O&M Report					4	4	2	
Development of OPC based on 100% level						4	2	
Attendance to (3) Project Team coordination meetings							6	
Total (Hrs)		0	6		48	66	58	
Total Labor Fee		\$0	\$510		\$6,720	\$9,570	\$11,020	
TASK 3 - Total Contract Fee \$27,820								

25-0028 Civil - City of Palm Bay Fire Station #8 Manhours

Task 4 - Permitting	\$65	\$85	\$140	\$145	\$190	Notes
	Admin 1	Admin 2	Tech Designer	Jr Eng	Sr Eng II	
Preparation of agency permit applications	4	4			5	
Development and submittal of agency application packages		4				
Attendance at CoPB DRC meeting					2	
Project coordination with jurisdictional agencies					8	
Revisions to final construction plans and response to comemnts /re-submittal to agencies			20	14	10	
Project Team coordination					8	
Total (Hrs)	4	8	20	14	33	
Total Labor Fee	\$260	\$680	\$2,800	\$2,030	\$6,270	
TASK 4 - Total Contract Fee \$12,035						

Task 5 - Bidding	\$65	\$85	\$140	\$145	\$190	Notes
	Admin 1	Admin 2	Tech Designer	Jr Eng	Sr Eng II	
Preparation of Civil Plans for bidding	2	3	2		2	Civil specifications will be on Civil plans
Project coordination with CPZ					4	
Attendance to CoPB Pre-Bid Meeting					4	
RAI Coordination / responses for Civil items during Pre-Bid		2	4	3	4	
Total (Hrs)	2	5	6	3	14	
Total Labor Fee	\$130	\$425	\$840	\$435	\$2,660	
TASK 5- Total Contract Fee \$4,490						

Task 6 - Construction Meetings / Inspections	\$65	\$85	\$125	\$145	\$190	Notes
	Admin 1	Admin 2	Inspector	Jr Eng	Sr Eng II	
Attendance at Pre-Con Meeting					4	Assumed Meeting is at CoPB
PGD and site Inspections			10			
Utility Inspections			12			
Parking Lot Inspections			12			
Overall Site Inspectitons/punchlist			5			
Misc. Site Meetings beyond Inspections			12		12	
Total (Hrs)	0	0	51	0	16	
Total Labor Fee	\$0	\$0	\$6,375	\$0	\$3,040	
TASK 6 - Total Contract Fee \$9,415						

Task 7 - Construction Administration and Certifications	\$65	\$85	\$125	\$145	\$190	Notes
	Admin 1	Admin 2	Inspector	Jr Eng	Sr Eng II	
Shop Drawings Reviews / Coord.	2			6	4	Assumes 30 hrs through 6-month COA duration
Coord. with Site Contractor			15		15	
As-Built Reviews / Coord.			4	5	4	
Final Punchlist coord.			4	3	3	
Agency Certifications	6				6	
Total (Hrs)	8	0	23	14	32	
Total Labor Fee	\$520	\$0	\$2,875	\$2,030	\$6,080	
TASK 7 - Total Contract Fee \$11,505						

25-0028 Civil - City of Palm Bay Fire Station #8 Manhours

Task 8 - Master Stormwater Design Assistance (Add Alternate)		\$65	\$85	\$140 Tech Designer	\$145	\$190	Notes
Virtual Teams Meetings with CoPB and representatives associated with the shared improvements						15	Assumes 15 hrs of Teams / Zoom meetings at this time
Attendance to up to 3 in-person meetings						9	Assumes meeting duration of 2 hrs and 1 hr transit
Coord. with shared improvements dev. team: Dev.of Cals, DWGS, documents, designs, exhibits				16	6	12	
Coord. with permit agencies (provide necessary infor. to agencies in support of shared system)		4		4	4	6	
Total (Hrs)		4	0	20	10	42	
Total Labor Fee		\$260	\$0	\$2,800	\$1,450	\$7,980	

TASK 8 - Total Contract Fee \$12,490

10 March 2025

Mr. Chris P. Zimmerman, AIA
President
CPZ Architects, Inc.
4316 West Broward Boulevard
Plantation, FL 33317

Re: Professional Services Fee Proposal - Phase 1
MEP/FP Design Engineering for Fire Station #8 Site Development
City of Palm Bay

OCI Associates, LLC. dba CMTA, is pleased to present our fee proposal for the above referenced project. Following is a scope of work and compensation for the project. If the proposal is acceptable, please sign and return a copy for our files.

Project Description / Scope of Work:

The City of Palm Bay desires to reuse the Fire Station #7 Prototype to construct a new fire station Fire Station #8.

Our MEP/FP design efforts for Phase 1 Site Development will include the following tasks:

1. Coordinate with Civil Engineer and determine the Site Electrical Power requirements to support the New Fire Station.
2. Coordinate with Civil Engineer for the Site and Fire Station Water Demand Requirements.
3. Site Lighting Design for Site Parking Lot and Fire Station Driveway.

Scope of Services:

Our Scope of Work and Services will include the following:

1. All Design Team Meetings
2. MEP/FP/IT Specifications and Construction Documents (Revit (BIM) or AutoCAD).
3. Project Billing Breakdown:
 - Site Development
 - Construction Documents
 - Permitting

- Bidding
- Construction Administration - Construction Administration Services such as Contractor RFI's, Shop Drawing Review and if necessary, up to 3 (2 Man) Site Visits for Observation of Work along with a Substantial and Final Inspections.

Compensation for Services:

Our base design fee for this new project will be Twelve Thousand One Hundred Eighty Dollars (\$12,180.00), plus customary reimbursable expenses.

We would anticipate our billing schedule would be as follows:

1. Site Development	\$4,210.00
2. Construction Documents	\$4,210.00
3. Bidding	\$ 880.00
4. Permitting	\$ 880.00
5. Construction Administration	\$2,000.00

Reimbursable Expenses:

Printing/Reproduction and Methods of Delivery to be Billed at Direct Cost. Reimbursable Expenses Estimated to be \$250.00.

Additional Expenses / Excluded Items:

Services required beyond basic scope shall be negotiated on an as needed basis at which time a proposal for additional services will be provided.

- Building Floor Plan Changes (Flip and Rotation)
- Commissioning
- Construction Administration
- Contractor As-Builts
- LEED Assistance / Energy Modeling
- Nighttime Footcandle Survey
- Prototype Reuse
- Rational Analysis
- Value Engineering

Terms and Conditions:

OCI ASSOCIATES, LLC. dba CMTA will perform the Scope of Work as outlined above for a base fee for design and permitting for \$12,180.00. Monthly invoices will be submitted based upon percent complete and are due upon receipt. Accounts unpaid for 45 days from the date of invoice are subject to a 1.5 percent per month service charge. Accounts unpaid for 75 days from the date of invoice will be a cause to suspend all performance under this Agreement. In the event of a suspension of services, OCI ASSOCIATES, LLC. dba CMTA shall have no liability for any delay or other damage, contractual or otherwise, caused by or arising out of the suspension of services of nonpayment. Acceptance of any payment more than 75 days old shall not serve as a waiver of OCI ASSOCIATES, LLC. dba CMTA's contractual right to suspend service for nonpayment. Exhibit A "General Terms and Conditions" attached to this proposal is a part of this agreement.


Limits of BIM/Revit Design:

OCI's design standard for Revit is limited to Level of Development (LOD) 300.

- LOD 300 - The Model Element is graphically represented within the Model as a specific system, object or assembly in terms of quantity, size, shape, location, and orientation.
- Non-graphic information may also be attached to the Model Element.
- Coordination without clash detection software will be focused on major hard clashes, major equipment layout and standard level of coordination to insure items fit within spaces/ rooms and ceiling cavities provided by architect.
- OCI does not provide design to Full Clash Detection until the Levels 350 and above are utilized.
- LOD 350 or above will require additional services

PURSUANT TO FLORIDA STATUTE § 558.035, AN INDIVIDUAL EMPLOYEE OR AGENT OF OCI ASSOCIATES, LLC. dba CMTA, MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF PROFESSIONAL SERVICES RENDERED UNDER THIS PROFESSIONAL SERVICES CONTRACT.

RESPECTFULLY SUBMITTED BY OCI ASSOCIATES, LLC. dba CMTA,



Randy Stewart
Partner

10 March 2025
Date

REVIEWED AND ACCEPTED BY:

Name: _____

Company: _____

Title: _____

Signature: _____

Date: _____

**Fire Station #8 - MEP/FP Design
Phase 1 - Site Development CD's - CA**

Task 1: Site Development

Principal/Mech	Registered Professional Engineer	\$195 per hour	x	2 hours	=	\$390
Mechanical	Registered Professional Engineer	\$170 per hour	x	4 hours	=	\$680
Electrical	Registered Professional Engineer	\$170 per hour	x	2 hours	=	\$340
Electrical	Project Engineer	\$110 per hour	x	4 hours	=	\$440
Plumbing	Senior Designer	\$90 per hour	x	8 hours	=	\$720
Fire Protection	Senior Designer	\$90 per hour	x	8 hours	=	\$720
CAD	CAD Operator	\$80 per hour	x	8 hours	=	\$640
Clerical	Clerical	\$70 per hour	x	4 hours	=	\$280
Task 1: Subtotal						\$4,210

Task 2: Construction Documents

Principal/Mech	Registered Professional Engineer	\$195 per hour	x	2 hours	=	\$390
Mechanical	Registered Professional Engineer	\$170 per hour	x	4 hours	=	\$680
Electrical	Registered Professional Engineer	\$170 per hour	x	2 hours	=	\$340
Electrical	Project Engineer	\$110 per hour	x	4 hours	=	\$440
Plumbing	Senior Designer	\$90 per hour	x	8 hours	=	\$720
Fire Protection	Senior Designer	\$90 per hour	x	8 hours	=	\$720
CAD	CAD Operator	\$80 per hour	x	8 hours	=	\$640
Clerical	Clerical	\$70 per hour	x	4 hours	=	\$280
Task 2: Subtotal						\$4,210

**Fire Station #8 - MEP/FP Design
Phase 1 - Site Development CD's - CA**

Task 3: Bidding

Principal/Mech	Registered Professional Engineer	\$195 per hour	x	0 hours	=	\$0
Mechanical	Registered Professional Engineer	\$170 per hour	x	2 hours	=	\$340
Electrical	Registered Professional Engineer	\$170 per hour	x	0 hours	=	\$0
Electrical	Project Engineer	\$110 per hour	x	2 hours	=	\$220
Plumbing	Senior Designer	\$90 per hour	x	1 hours	=	\$90
Fire Protection	Senior Designer	\$90 per hour	x	1 hours	=	\$90
CAD	CAD Operator	\$80 per hour	x	0 hours	=	\$0
Clerical	Clerical	\$70 per hour	x	2 hours	=	\$140
Task 3: Subtotal						\$880

Task 4: Permitting

Principal/Mech	Registered Professional Engineer	\$195 per hour	x	0 hours	=	\$0
Mechanical	Registered Professional Engineer	\$170 per hour	x	2 hours	=	\$340
Electrical	Registered Professional Engineer	\$170 per hour	x	0 hours	=	\$0
Electrical	Project Engineer	\$110 per hour	x	2 hours	=	\$220
Plumbing	Senior Designer	\$90 per hour	x	1 hours	=	\$90
Fire Protection	Senior Designer	\$90 per hour	x	1 hours	=	\$90
CAD	CAD Operator	\$80 per hour	x	0 hours	=	\$0
Clerical	Clerical	\$70 per hour	x	2 hours	=	\$140
Task 4: Subtotal						\$880

City of Palm Bay
 Fire Station #8 - MEP/FP Design
 Phase 1 - Site Development CD's - CA

3/10/2025

Task 5: Construction Administration

Principal/Mech	Registered Professional Engineer	\$195 per hour	x	0 hours	=	\$0
Mechanical	Registered Professional Engineer	\$135 per hour	x	4 hours	=	\$540
Electrical	Registered Professional Engineer	\$195 per hour	x	0 hours	=	\$0
Electrical	Project Engineer	\$110 per hour	x	4 hours	=	\$440
Plumbing	Senior Designer	\$90 per hour	x	4 hours	=	\$360
Fire Protection	Senior Designer	\$90 per hour	x	4 hours	=	\$360
CAD	CAD Operator	\$80 per hour	x	2 hours	=	\$160
Clerical	Clerical	\$70 per hour	x	2 hours	=	\$140
Task 5: Subtotal						\$2,000
Task 1 - Task 5 Total						\$12,180
(Reimbursable Expense Estimated)						\$250



Susan Hall, ASLA
LANDSCAPE ARCHITECTURE

January 17, 2025

Mr. Chris Zimmerman, AIA
CPZ Architects, Inc.
4316 West Broward Boulevard
Plantation, FL 33317

Email: chris@cpzarchitects.com
Office: 954.792.8525 x 105
Mobile: 954.328.2276

Project: Palm Bay Fire Station #8
Revised 3/10/25- Irrigation design deleted

Dear Mr. Zimmerman,

We are pleased to submit our proposal for landscape architectural services for the Palm Bay Fire Station #8 project. Thank you for your consideration. Our services will include the following:

SCOPE OF SERVICES

- I. Susan Hall Landscape Architecture, hereinafter described as SHLA, will prepare final plans and provide services which will include the following:
 - A. SITE LANDSCAPE MITIGATION PLAN. Showing location, species, variety, size and quantities for all proposed trees, shrubs, and groundcovers. Botanical and common names will be listed and planting details illustrated to meet local code requirements. Tree mitigation tables and plans will be provided to address existing site conditions, and mitigation calculations will be provided.
 - B. WRITTEN SPECIFICATIONS. SHLA will prepare written specifications identifying all material qualifications, methods and procedures for installation of all work designed by our office.
 - C. BID SOLICITATION. Bid solicitation shall be by the General Contractor.
 - D. CONSTRUCTION SITE MEETINGS. Three [3] site visits/meetings are provided during the duration of this project: one prior to commencement of design work, one meeting on-site prior to start of site landscape & irrigation work, and during the and one final inspection for landscape and irrigation. Additional meetings shall be invoiced at \$500. per requested site visit.

Susan Hall Landscape Architecture, Inc., Registered Landscape Architect

244 McLeod Street, Merritt Island, FL 32953

p: 321.449.0790 f: 321.449-1225

- E. RESPONSE TO COMMENTS, SUBMITTALS AND RFI'S. Review of submittals, responses to City review comments and responses to RFI's are included. Coordination calls [virtual] are included during the design process until permitting is complete. See 'Compensation' for further information.

DELIVERABLES

Digitally signed and sealed plans will be provided to the client for the governing municipality for permitting.

REVISIONS

Revisions requested following site plan approval will be invoiced at the hourly rates described within the "Hourly Rates" section below.

REQUIREMENTS

Design work will commence after receipt of the following documents in AutoCAD version 2025 format. The documents received from the civil engineer will be used to establish base plans for design development:

- I. Survey, indicating surface and subsurface utilities, existing trees, spot elevations, easements, and other restrictions, if any. Please email this to: Susan@hall-la.com.
- II. Site civil files in Autocad format for base coordination

COMPENSATION

The Owner agrees to pay the following fees for the Scope of Services described above:

Compensation and Invoicing Schedule	
TASK 1: Upon completion of Design Development submittal for site landscape & irrigation plans	\$3,975.00
TASK 2: Upon 50% CD submittal of plans and specifications	\$2,000.00
Upon 90% CD submittal of plans and specifications	\$3,225.00
Upon 100% CD submittal for permit and construction	\$300.00
TASK 3: Permitting	\$625.00
TASK 4: Bidding	\$400.00
TASK 5: Reviews, submittals and RFI responses, as-built records.	\$1,650.00
TASK 6: Site visits/Construction Meetings: \$500 x 3 meetings= \$1500.	\$1,500.00
LANDSCAPE ARCHITECTURAL FEE:	\$13,675.00

Susan Hall Landscape Architecture, Inc., *Registered Landscape Architect*

244 McLeod Street, Merritt Island, FL 32953

p: 321.449.0790 f: 321.449-1225

If there are any questions regarding any of the above, please do not hesitate to contact us. If this agreement is acceptable, please return one signed copy for our files. We look forward to hearing from you and commencing with design.

Respectfully submitted,



Susan J. Hall
Florida Professional Landscape Architect # 853
Susan Hall Landscape Architecture, Inc.

ACCEPTANCE OF THIS AGREEMENT:
Palm Bay Fire Station #8

X

Mr. Chris Zimmerman, President CPZ Architects, Inc.
--

Date



March 10, 2025

Susan J. Hall, President Susan Hall Landscape Architecture

Date



1675 Lee Road
Winter Park, FL 32789
P (407) 740-6110
Terracon.com

April 11, 2025

CPZ Architects, Inc.
4316 West Broward Boulevard
Plantation, Florida 33317

Attn: Mr. Chris P. Zimmerman, AIA
P: (954) 792-8525
E: chris@cpzarchitects.com

RE: Proposal for Geotechnical Engineering, Phase I Environmental Assessment, Services, Listed Species Assessment, and Wetland Delineation
Palm Bay Fire Station No. 8
Malabar Road NW
Palm Bay, Florida
Terracon Proposal No. PH1245349

Dear Mr. Zimmerman:

We appreciate the opportunity to submit this proposal to CPZ Architects, Inc. (CPZ) to provide Geotechnical Engineering, Phase I Environmental Site Assessment services, Listed Species Assessment, and Wetlands Delineation for the above referenced project. The following are exhibits to the attached Agreement for Services.

Exhibit A	Project Understanding
Exhibit B	Scope of Services
Exhibit C	Compensation and Project Schedule
Exhibit D	Site Location and Nearby Geotechnical Data
Exhibit E	Site Area
Exhibit F	ASTM E1527-21 User Questionnaire

Our base fee to perform the Scope of Services described in this proposal is \$14,937 (including subcontracted private utility location fees and clearing), \$3,589 for the Phase I Environmental Assessment services, and \$3,144 for the Wetlands Delineation and Listed Species Assessment.

Proposal for Geotechnical Engineering Services

Palm Bay Fire Station No. 8 | Palm Bay, Florida

April 11, 2025 | Terracon Proposal No. PH1245349



Your authorization for Terracon to proceed in accordance with this proposal can be issued by providing us a subconsultant agreement.

Sincerely,

Terracon

A handwritten signature in black ink, appearing to read 'Shenna McMaster'.

Shenna McMaster, P.E.
Senior Geotechnical Engineer

A handwritten signature in black ink, appearing to read 'E. Jammal'.

Elias N. Jammal, P.E.
Geotechnical Department Manager

Exhibit A – Project Understanding

Our Scope of Services is based on our understanding of the project as described by CPZ and the expected subsurface conditions as described below. We have not visited the project site to confirm the information provided. Aspects of the project, undefined or assumed, are highlighted as shown below. We request CPZ and/or the design team verify all information prior to our initiation of field exploration activities.

Planned Construction

Item	Description
Information Provided	An excerpt from an Environmental Report including the project site location boundary. A proposed boring location plan was provided by ML Engineering, Inc. on 1/22/2025.
Project Description	The project will be a new prototype fire station, one-story, with associated driveways and stormwater facilities. Mast arm signal poles at the driveway are also anticipated.

Site Location and Anticipated Conditions

Item	Description
Parcel Information	The project is located along the south side of Malabar Road NW west of St. Johns Heritage Parkway in Palm Bay, Florida. The site includes about 5 acres of land. The approximate center of the site is located near 27.998141° N; 80.740119° W. (See Exhibit D)
Existing Improvements	None.
Current Ground Cover	Scattered trees within most of the site with heavy vegetation along the perimeter and in the southwestern portion of the site.
Existing Topography	Nearly level, with ground surface around elevation near +20 feet referencing the National Geodetic Vertical Datum of 1929 (NGVD29), according to the USGS topographic quadrangle map.
Site Access	We expect the site and all exploration locations are accessible with our ATV-mounted drilling equipment and support vehicles. Limited clearing may be required if borings are located in heavier vegetated areas.



Item	Description
Expected Subsurface Conditions	Our experience near the vicinity of the proposed development indicates subsurface conditions consist of sand with varying amounts of silt and shell. Seasonal high groundwater levels are expected to be within a few feet below existing grade.

Exhibit B – Geotechnical Scope of Services

Our proposed Scope of Services consists of field exploration, laboratory testing, and engineering/project delivery. These services are described in the following sections.

Field Exploration

Based on input provided by CPZ, and our experience with similar projects in the vicinity of the project site, we propose the following field exploration program which is anticipated to be completed with 2 to 3 days of on-site activities.

Number of Borings	Planned Boring Depth (feet) ¹	Planned Location ²
5	25	Building area
3	10	Parking/driveway area
2	20	Stormwater facilities
2	30	Mast arm signal poles

1. Although not anticipated based on the geology in the vicinity of the project site, borings would be terminated at shallower depths if refusal is encountered.

Boring Layout: We will use handheld GPS equipment to locate borings with an estimated horizontal accuracy of +/-20 feet. Field measurements from existing site features may be utilized.

Subsurface Exploration Procedures: We advance soil borings with an ATV-mounted drill rig using rotary wash techniques. Five samples are obtained in the upper 10 feet of each boring and at intervals of 5 feet thereafter. We will obtain representative samples primarily by the split-barrel sampling procedure. In the split-barrel sampling procedure, a standard, 2-inch O.D., split-barrel sampling spoon is driven into the boring with a 140-pound automatic SPT (Standard Penetration Test) hammer falling 30 inches. We will record the number of blows required to advance the sampling spoon the last 12 inches of an 18-inch sampling interval as the standard penetration resistance value, N.

The samples will be placed in appropriate containers, taken to our soil laboratory for testing, and classified by a Geotechnical Engineer. In addition, we will observe and record groundwater levels during drilling and sampling.

Our exploration team will prepare field boring logs as part of standard drilling operations including sampling depths, penetration distances, and other relevant sampling information. Field logs include visual classifications of materials encountered during drilling, and our interpretation of subsurface conditions between samples. Final boring logs, prepared

from field logs, represent the Geotechnical Engineer's interpretation, and include modifications based on observations and laboratory tests.

Property Disturbance: Terracon will take reasonable efforts to reduce damage to the property. However, it should be understood that in the normal course of our work some disturbance could occur including rutting of the ground surface and damage to existing vegetation. Limited clearing is anticipated if exploration points are located in heavy vegetated areas. Cleared vegetation will be placed adjacent to cleared paths. Our scope of services does not include removal of cleared vegetation from the site.

We will grout-seal the mast-arm boreholes upon completion. The shallower borings will be backfilled with soil cuttings upon completion. Our services do not include repair of the site beyond backfilling our boreholes. Excess auger cuttings will be dispersed in the general vicinity of the borehole. Because backfill material often settles below the surface after a period, we recommend boreholes to be periodically checked and backfilled, if necessary.

Safety

Terracon is not aware of environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our Scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate. Our Scope of Services does not include environmental site assessment services, but identification of unusual or unnatural materials encountered while drilling will be noted on our logs and discussed in our report.

Exploration efforts require borings (and possibly excavations) into the subsurface, therefore Terracon complies with local regulations to request a utility location service through Sunshine State One Call of Florida (SSOCOF). We consult with the owner/client regarding potential utilities, or other unmarked underground hazards. Based upon the results of this consultation, we consider the need for alternative subsurface exploration methods, as the safety of our field crew is a priority.

Private utilities should be marked by the owner/client prior to commencement of field exploration. Terracon will not be responsible for damage to private utilities not disclosed to us. Terracon will coordinate use of ground penetrating radar (GPR) for clearing buried utilities at boring locations. Fees associated with the additional services are included in our current Scope of Services. The detection of underground utilities is dependent upon the composition and construction of the utility line; some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private utility locate service would not relieve the owner of their responsibilities in identifying private underground utilities.

Site Access: Terracon must be granted access to the site by the property owner. Without information to the contrary, we consider acceptance of this proposal as authorization to access the property for conducting field exploration (including required clearing) in accordance with the Scope of Services. Our proposed fees do not include time to negotiate and coordinate access with landowners or tenants. Terracon will conduct field services during normal business hours (Monday through Friday between 7:00am and 5:00pm). If our exploration must take place over a weekend or at night, please contact us so we can adjust our schedule and fee.

Laboratory Testing

The project engineer will review field data and assign laboratory tests to understand the engineering properties of various soil strata. Exact types and number of tests cannot be defined until completion of field work. The anticipated laboratory testing may include the following:

- Water content
- Grain size analysis
- Liquid and plastic limits
- Organic content
- Permeability tests (2 tests)

Our laboratory testing program often includes examination of soil samples by an engineer. Based on the material's texture and plasticity, we will describe and classify soil samples in accordance with the Unified Soil Classification System (USCS).

Engineering and Project Delivery

The results of our field and laboratory programs will be evaluated, and a geotechnical engineering report will be prepared under the supervision of a licensed professional engineer. The geotechnical engineering report will provide the following:

- Boring logs with field and laboratory data
- Stratification based on visual soil classification
- Groundwater level observed during drilling and estimated seasonal high groundwater level at boring locations
- Site and Boring location plans
- Subsurface exploration procedures
- Description of subsurface conditions
- Foundation engineering design parameters, including a recommended bearing pressure

- Subgrade preparation/earthwork recommendations (including recommendations for re-use of on-site soil for fill and backfill materials and temporary dewatering methods).
- Lateral earth pressure recommendations
- Pavement grading and design recommendations for flexible and rigid pavement sections.
- Geotechnical design parameters for stormwater design (hydraulic conductivity and vertical infiltration rates, porosity, aquifer characteristics, etc.) by others
- Geotechnical design parameters for signal foundation design by others

In addition to an emailed report, your project will also be delivered using client portal known as **Compass**. Upon initiation, we provide you and your design team the necessary link and password to access the website (if not previously registered). Each project includes a calendar to track the schedule, an interactive site map, a listing of team members, access to the project documents as they are uploaded to the site, and a collaboration portal. We welcome the opportunity to have project kickoff conversations with the team to discuss key elements of the project and demonstrate features of the portal. The typical delivery process includes the following:

- Project Planning – Proposal information, schedule and anticipated exploration plan
- Site Characterization – Findings of the site exploration and laboratory results
- Geotechnical Engineering Report

When services are complete, we upload a printable version of our completed Geotechnical Engineering report, including the professional engineer's seal and signature, which documents our services. Previous submittals, collaboration, and the report are maintained in our system. This allows future reference and integration into subsequent aspects of our services as the project goes through final design and construction.

Exhibit B –Phase I Environmental Assessment Scope of Services

Phase I ESA Services to be provided by Terracon are summarized in the following paragraphs.

Base Phase I ESA Services

The ESA will be performed consistent with the procedures included in ASTM E1527-21, *Standard Practice for Environmental Site Assessments: Phase I Environmental Assessment Process*. The purpose of this ESA is to assist the client in developing information to identify recognized environmental conditions (RECs - as defined below) in connection with the site as reflected by the scope of this proposal. The potential for vapor migration will be addressed as part of a Phase I ESA and will be considered by Terracon in evaluation of RECs associated with the site. If modifications to the scope of services are required, please contact us to discuss proposal revisions.

REC Definition

Recognized environmental conditions are defined by ASTM E1527-21 as “(1) the presence of *hazardous substances* or *petroleum products* in, on, or at the *subject property* due to a *release* to the *environment*; (2) the *likely* presence of *hazardous substances* or *petroleum products* in, on, or at the *subject property* due to a *release* or *likely release* to the *environment*; or (3) the presence of *hazardous substances* or *petroleum products* in, on, or at the *subject property* under conditions that pose a *material threat* of a future *release* to the *environment*.” A *de minimis* condition is not a recognized environmental condition.

Physical Setting

The physical setting for the site will be described based on a review of the applicable USGS topographic quadrangle map, USDA soil survey, and selected geologic reference information.

Historical Use Information

The A review of selected historical sources, where reasonably ascertainable and readily available, will be conducted in an attempt to document obvious past land use of the site and adjoining properties back to 1940 or when the site was initially developed,

whichever is earlier. The following selected references, depending on applicability and likely usefulness, will be reviewed for the site.

- Historical topographic maps.
- Aerial photographs (approximate 10 to 15 year intervals).
- City directories (approximately 5 year intervals).
- Fire (Sanborn) insurance maps.
- Property tax file information.
- Site title search information, if provided by the client.
- Environmental liens, if provided by the client.
- Building department records.
- Zoning records.
- Prior environmental reports, permits and registrations; or geotechnical reports, if provided by the client.

Pursuant to ASTM E 1527-21, the client should engage a title company or title professional to undertake a review of reasonably ascertainable recorded land title records. If the client is unable to provide land title records, an firm may be contracted by Terracon to develop a chain of title from a review of land title records for an additional fee. Note, however, unless specifically requested within three days of project commencement, Terracon will rely on the client to provide land title records. **If land title records are not provided for review in a timely manner, Terracon may conclude that the absence of records represents a significant data gap, which must be documented in the final report.**

The client and the current owner or their representative will be interviewed to provide information regarding past uses of the site and information pertaining to the use of hazardous substances and petroleum products on the site. Additionally, a reasonable attempt will be made to interview past owners, operators, and occupants of the site to the extent that they are identified within the scope of the ESA and are likely to have material information that is not duplicative of information already obtained through the assessment process.

Regulatory Records Review

Consistent with ASTM E 1527-21, outlined below are the following federal, state, and tribal databases, where applicable are typically reviewed for indications of RECs, and the approximate minimum search distance of the review from the nearest property boundary. Evaluating identified regulatory facilities for potential vapor intrusion conditions is outside the scope of this proposal. A database firm will be subcontracted to access governmental records used in this portion of the assessment. Additional federal,

state, and local databases may be reviewed if provided by the database firm. Determining the location of unmapped facilities is beyond the scope of this assessment.

Governmental Records	Search Distance ¹
Federal NPL Site List	1.0 mile
Federal NPL (Delisted) Site List	0.5 mile
Federal CERCLIS Site List	0.5 mile
Federal CERCLIS NFRAP Site List	0.5 mile
Federal RCRA Corrective Actions (CORRACTS) TSD Facilities List	1.0 mile
Federal RCRA Non-CORRACTS TSD Facilities List	0.5 mile
Federal RCRA Generators List	Site and Adjoining
Federal Institutional Control/Engineering Control Registries	Site Only
Federal ERNS List	Site Only
State and Tribal-Equivalent NPL Site Lists	1.0 mile
State and Tribal-Equivalent CERCLIS Lists	0.5 mile
State and Tribal Landfill and/or Solid Waste Disposal Site Lists	0.5 mile
State and Tribal Leaking UST Lists	0.5 mile
State and Tribal Registered UST Lists	Site and Adjoining
State and Tribal Institutional Control/Engineering Control Registries	Site Only
State and Tribal VCP Site Lists	0.5 mile
State and Tribal Brownfield Site Lists ¹	0.5 mile

1. Tribal databases will only be evaluated if the site is located in an area where a recognized tribe has jurisdiction for environmental affairs.

In addition to the database review and if customary practice for the site location, an attempt will be made to review reasonably ascertainable and useful local lists or records such as Brownfield sites, landfill/solid waste disposal sites, registered storage tanks, land records, emergency release reports, and contaminated public wells. A reasonable attempt will also be made to interview at least one staff member of the following types of local government agencies: fire, health, planning, building, and environmental. As an alternative, a written request for information may be submitted to the local agencies.

The scope of work proposed herein includes up to two hours of regulatory agency file and/or records review, including client-provided reports and files. If the results of this initial review appear to warrant a more extensive review of applicable regulatory agency files and/or records, a cost estimate will be provided to the client for pre-approval. Review of regulatory files and/or records, when authorized, will be for the purpose of identifying RECs. Please note that all requested files may not be available from regulatory agencies within the client's requested project schedule.

Site and Adjoining/Surrounding Property Reconnaissance

A site reconnaissance will be conducted to identify RECs. The reconnaissance will consist of visual observations of the site from the site boundaries and accessible interior portions of the site. The site reconnaissance will include, where applicable, an interview with site personnel who the client has identified as having knowledge of the uses and physical characteristics of the site. Pertinent observations from the site reconnaissance will be documented including:

- Site description.
- General site operations.
- Aboveground chemical or waste storage.
- Visible underground chemical or waste storage, drainage, or collection systems.
- Electrical transformers.
- Obvious releases of hazardous substances or petroleum products.

The adjoining property reconnaissance will consist of visual observations of the adjoining/surrounding properties from the site boundaries and accessible public right-of-way.

Report Preparation

A final report will be submitted that presents the results of this assessment, based upon the scope of services and limitations described herein. Recommendations will be developed as part of the Phase I ESA scope of services if RECs are identified. A PDF-formatted copy of the final report will be signed by an environmental professional responsible for the Phase I ESA, and the report will contain an environmental professional statement as required by 40 CFR 312.21(d). Prior to final report issuance, the client may request additional copies at a charge of \$50.00 per report copy.

Additional Services Not Included

The following services, although not specifically required by ASTM E 1527-21, may also be performed concurrently with ESAs and may be beneficial for the evaluation of environmental conditions and/or an evaluation of specific business environmental risks at the site. At your direction, these services have not been included as part of the scope of services for this ESA. Please note that this list is not all-inclusive. If you seek additional services, please contact us for a supplemental proposal and cost estimate.

- Limited Historic Properties/Archaeological Resources Review
- Visual Observations for Suspect Asbestos
- Limited Asbestos Sampling
- Asbestos Survey (prior to renovation/demolition)
- Visual Observations for Mold
- Short-Term Radon Testing
- Visual Observations for Suspect Lead-Based Paint
- Limited Lead-Based Paint Sampling
- Lead in Drinking Water Records Review
- Limited Lead in Drinking Water Sampling
- ASTM E 2600-15 Vapor Encroachment Screen

Additionally, if the site has existing structures, Terracon can also provide proposals for facility engineering services including property condition assessments, roofing inspections, curtain wall evaluations, structural surveys and mechanical surveys.

Additional Services Included

Limited Radon Records Review: Terracon will review one of the following readily accessible reference materials as prepared by the U.S. Environmental Protection Agency (EPA), the U.S. Geological Survey (USGS), or state agency to identify the site location in terms of the potential for average indoor radon concentrations. Terracon will provide the client with information regarding the EPA and/or state designation for the site's county (e.g. EPA Zone 1, 2, or 3), and with the average radon concentration for the site's county identified during previous radon studies, where readily available.

Scope and Report Limitations

The findings and conclusions presented in the final ESA report will be based on the site's current utilization and the information collected as discussed in this proposal. Please note that we do not warrant database or third-party information (such as from interviewees) or regulatory agency information used in the compilation of reports.

Phase I ESAs, such as the one proposed for this site, are of limited scope, are noninvasive, and cannot eliminate the potential that hazardous, toxic, or petroleum substances are present or have been released at the site beyond what is identified by the limited scope of this ESA. In conducting the limited scope of services described herein, certain sources of information and public records will not be reviewed. It should be recognized that environmental concerns may be documented in public records that are not reviewed. This ESA does not include subsurface or other invasive assessments, business environmental risk evaluations, or other services not particularly identified and discussed herein. No ESA can wholly eliminate uncertainty regarding the potential for RECs. The limitations herein must be considered when the user of this report formulates opinions as to risks associated with the site. No warranties, express or implied, are intended or made.

An evaluation of significant data gaps will be based on the information available at the time of report issuance, and an evaluation of information received after the report issuance date may result in an alteration of our opinions and conclusions. We have no obligation to provide information obtained or discovered by us after the date of the report, or to perform any additional services, regardless of whether the information would affect any conclusions, recommendations, or opinions in the report. This disclaimer specifically applies to any information that has not been provided by the client.

Exhibit B – Scope of Services – Listed Species Assessment

Terracon will review available data to identify a preliminary list of any additional threatened or endangered species, or species of special concern. The data includes United States Fish and Wildlife Services (USFWS) Information, Planning and Conservation System (IPaC), Florida Natural Areas Inventory (FNAI) Tracking List Element Data Portal for Brevard County, Florida, Florida Nesting Colonies and Core Foraging Areas for Wood Storks, Eagle Nest Locator, and other wildlife databases from USFWS and the Florida Fish and Wildlife Conservation Commission (FWC). To better categorize onsite habitats, Terracon will characterize onsite areas using the Florida Land

Use, Cover and Forms Classification System (FLUCFCS)^[1]. Absence of documented sightings in the databases will not ensure that protected species are not present.

Terracon will then conduct an onsite general wildlife survey to determine the potential for these species to be utilizing potential habitat onsite. The general wildlife survey will include the following:

- Stationary monitoring stations will be established to survey for osprey, bald eagle, or any other migratory bird species within potential habitat for these species.
- Reconnaissance-level listed flora and fauna survey for the project area.
- Identify the occurrence and relative abundance of species considered endangered, threatened, or listed as a species of special concern by the USFWS (50 CFR 11-12) or the FWC (Chapter 68A-27, FAC). Record all sightings, sign, call, tracks, scat, nests, cavities, burrow, and probable habitat of wildlife observed.
- Provide habitat maps if required.

Our findings will be summarized in the Natural Resources Report. Please note that this task does not include formal species-specific surveys conducted in accordance with published survey protocols (gopher tortoise, sand skink, etc.), agency consultation, or permitting support. Should these services be needed, Terracon will coordinate the additional scope and fees with the client.

^[1] Florida Department of Transportation, Survey and Mapping Office Geographic Mapping Section. January 1999, Third Ed. Florida Land Use, Cover and Forms Classification System. Tallahassee, FL.

Exhibit B – Scope of Services – Wetlands Delineation

Terracon will conduct a site visit to delineate apparent jurisdictional Waters of the United States (WOTUS) including wetlands and surface waters, as defined and regulated by federal authority under 33 Code of Federal Regulation (CFR) Parts 320-330, and Waters of the State, as defined and regulated under Rule 62-330, Florida Administrative Code (FAC). Jurisdictional wetlands and surface waters on the site will be field delineated utilizing the 1987 *Army Corps of Engineers Wetland Delineation Manual* further supported by the 2010 *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Atlantic and Gulf Coastal Plain Region (Version 2.0)*; the FDEP Wetlands Delineation Manual and Rule 62-340 FAC. Potential wetland areas will be located and evaluated based on the three wetland parameters of hydrophytic vegetation, hydrology, and hydric soil indicators.

This task includes the following:

- Desktop review of wetlands/surface waters
- Site visit to map and delineate jurisdictional wetlands and surface water limits with survey flagging tape.
- Prepare a map showing the delineated areas to be provided to client's surveyor.
- Locate the wetlands boundaries with a GPS.
- Conduct a preliminary functional wetland assessment using the Uniform Mitigation Assessment Method (UMAM).

Terracon's findings and conclusion will be included in the Natural Resources Report that will be prepared for the wetland permit applications once a site plan is developed. Please note that this scope of work does not include wetland permitting assistance, agency consultation, or the preparation of a mitigation plan. Should those services be required, Terracon will coordinate the additional scope and fees with the client.

Exhibit C – Compensation and Project Schedule

Compensation

Based upon our understanding of the site, the project as summarized in Exhibit A, and our planned Scope of Services outlined in Exhibit B, our base fee is shown in the following table:

Task	Estimated Fee ¹
Subsurface Exploration ² , Private Utility Locates ³ , Laboratory Testing, Geotechnical Consulting and Reporting	\$14,937
Phase I ESA Services	\$3,589
Listed Species Assessment and Wetland Delineation	\$3,144
Total	\$21,670

1. See attached Scope of Services and Fee Estimate
2. Includes up to 8 hours of clearing for drill rig access to boring locations
3. We will subcontract a private utility locating firm and/or utilize geophysical equipment. The detection of underground utilities is dependent upon the composition and construction of utility lines. Some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private locate service does not relieve the owner of their responsibilities in identifying private underground utilities.

Our Scope of Services includes up to 8 hours of clearing for drill rig access to boring locations but does not include services associated with site clearing, wet ground conditions, tree or shrub removal, or repair of damage to the existing ground surface or existing vegetation. If such services are desired by the owner/client, we should be notified so we can adjust our Scope of Services.

Unless instructed otherwise, we will submit our invoice(s) to the address shown at the beginning of this proposal. If conditions are encountered that require Scope of Services revisions and/or result in higher fees, we will contact you for approval, prior to initiating services. A supplemental proposal stating the modified Scope of Services as well as its effect on our fee will be prepared. We will not proceed without your authorization.

SCOPE OF SERVICES AND FEE ESTIMATE
CITY OF PALM BAY
FIRE STATION #8
MALABAR ROAD NW
PALM BAY, BREVARD COUNTY, FLORIDA

DESCRIPTION OF WORK	QTY.	RATE	UNIT	AMOUNT
I. GEOTECHNICAL FIELD EXPLORATION				
A. Mobilization of Truck Mounted Drill Rig	1	\$ 500.00	each	\$ 500.00
B. Standard Penetration Test (SPT) Borings (5 to 25 ft., 2 to 20 ft., 3 to 10 ft., 2 to 30 ft.) --0 to 50' depth	255	\$ 15.00	l.f.	\$ 3,825.00
C. Grout-Seal Boreholes (2 to 30 ft.) --0 to 50' depth	60	\$ 6.50	l.f.	\$ 390.00
D. Ground Penetrating Radar (GPR) for Utility Locates	0.75	\$ 2,000.00	per day	\$ 1,500.00
E. Drill Crew Time (Clearing - 3 man crew)	8	\$ 275.00	per hour	\$ 2,200.00
F. Sr. Engineering Technician -- Site Reconnaissance / Stake borings / Utility Coordination	8	\$ 90.00	per hour	\$ 720.00
Subtotal				\$ 9,135.00
II. GEOTECHNICAL LABORATORY TESTING				
A. Wash Through #200 Sieve	6	\$ 50.00	each	\$ 300.00
B. Natural Moisture	10	\$ 20.00	each	\$ 200.00
C. Organic Content	2	\$ 50.00	each	\$ 100.00
D. Liquid and Plastic Limits	2	\$ 90.00	each	\$ 180.00
E. Permeability (granular soils)	2	\$ 250.00	each	\$ 500.00
Subtotal				\$ 1,280.00
III. GEOTECHNICAL ENGINEERING AND TECHNICAL SERVICES				
A. Principal Engineer	4	\$ 234.00	per hour	\$ 936.00
B. Senior Engineer	8	\$ 167.00	per hour	\$ 1,336.00
C. Project Engineer	12	\$ 145.00	per hour	\$ 1,740.00
D. CAD Technician	4	\$ 90.00	per hour	\$ 360.00
E. Administrative Assistant	2	\$ 75.00	per hour	\$ 150.00
Subtotal				\$ 4,522.00
GEOTECHNICAL ENGINEERING FEE				\$ 14,937.00
VI. PHASE I ENVIRONMENTAL SITE ASSESSMENT				
A. Principal Scientist	2	\$ 234.00	per hour	\$ 468.00
B. Project Manager	22	\$ 113.00	per hour	\$ 2,486.00
C. CADD Technician	2	\$ 90.00	per hour	\$ 180.00
D. Administrative Assistant	2	\$ 75.00	per hour	\$ 150.00
E. Environmental Database Report	1	\$ 305.00	each	\$ 305.00
PHASE I ESA				\$ 3,589.00
V. ECOLOGICAL SERVICES				
A. Principal Scientist	2	\$ 234.00	per hour	\$ 468.00
B. Project Manager	3	\$ 148.00	per hour	\$ 444.00
C. Staff Professional	16	\$ 117.00	per hour	\$ 1,872.00
D. GIS Technician	4	\$ 90.00	per hour	\$ 360.00
WETLAND DELINEATION AND LISTED SPECIES ASSESSMENT				\$ 3,144.00
TOTAL FEE ESTIMATE				\$ 21,670.00



Reliance

The reports will be prepared for the exclusive use and reliance of CPZ Architects, Inc. upon execution of Terracon’s standard agreement. Reliance by any other party is prohibited without the written authorization of the client and Terracon.

If CPZ Architects, Inc. is aware of additional parties that will require reliance on the reports, the names, addresses, and relationship of these parties should be provided for Terracon approval prior to the time of authorization to proceed. Terracon may grant reliance on the reports to those approved parties upon receipt of a fully executed Reliance Agreement (available upon request) and receipt of information requested in the Reliance Agreement. If, in the future, CPZ Architects, Inc. and Terracon consent to reliance on the reports by a third party, Terracon may grant reliance upon receipt of a fully executed Reliance Agreement, requested information and receipt of an additional minimum fee of \$250.00 per relying party.

Reliance on the reports by the client and all authorized parties will be subject to the terms, conditions, and limitations stated in this Agreement, sections of this proposal incorporated therein, the Reliance Agreement, and the reports. The limitation of liability defined in this Agreement is the aggregate limit of Terracon’s liability to the client and all relying parties.

Continued viability of the ESA report is subject to ASTM E 1527-21 Sections 4.6 and 4.8. If the ESA will be used by a different user (third party) than the user for whom the ESA was originally prepared, the third party must also satisfy the user’s responsibilities in Section 6 of ASTM E 1527-21.

Project Schedule

Geotechnical Scope: We developed a schedule to complete the Scope of Services based upon our existing availability and understanding of your project schedule. However, our schedule does not account for delays in field exploration beyond our control, such as weather conditions, delays resulting from utility clearance, or lack of permission to access the boring locations. In the event the schedule provided is inconsistent with your needs, please contact us so we may consider alternatives.

Delivery on Compass	Schedule ^{1, 2}
Kickoff Call with Client	2 days
Site Characterization	20 days
Geotechnical Engineering	40 days

Delivery on Compass

Schedule^{1, 2}

1. Upon receipt of your notice to proceed and adequate site plans we will activate the schedule component on **Compass** with specific, anticipated dates for the delivery points noted above as well as other pertinent events.
2. Calendar days. We will maintain an activities calendar within on **Compass**. The schedule will be updated to maintain a current awareness of our plans for delivery.

Phase I ESA: Services for the Phase I ESA will be initiated upon receipt of the written notice to proceed. The report will be submitted within 20-business days after receipt of your written notice to proceed, assuming site access can be obtained within three days after the notice to proceed. In order to comply with the proposed schedule, please provide the following items at the time of notification to proceed.

- Signed Authorization to Proceed evidencing acceptance of this scope of services.
- The completed ASTM E 1527-21 User Questionnaire, supplied as an attachment to this proposal.
- Right of entry to conduct the assessment, including access to building interiors.
- Notification of any restrictions or special requirements (such as confidentiality, scheduling, or on-site safety requirements) regarding accessing the site.
- An accurate legal description and/or a diagram of the site such as a surveyor's plat map or scaled architect's drawing (if such diagrams exist).
- Current site owner, property manager, occupant information (including tenant list), and contact information for persons knowledgeable about the site history including current and historical use of hazardous substances and petroleum products on site (e.g., names, phone numbers, etc.).
- Copies of environmental reports, permits and registrations, and geotechnical reports that were previously prepared for the site.
- Information relating to known or suspect environmental conditions at the site, including commonly known or reasonable ascertainable information within the local community about the site that is material to RECs in connection with the site.
- Information about environmental liens and activity and use limitations for the site, if any.
- Specialized knowledge or experience that is material to RECs in connection with the site, if any.
- Knowledge that the purchase price of the site is significantly less than the purchase price of comparable properties.
- Land title records.

Proposal for Geotechnical Engineering Services

Palm Bay Fire Station No. 8 | Palm Bay, Florida

April 11, 2025 | Terracon Proposal No. PH1245349



Please note that requested regulatory files or other information may not be provided to Terracon by the issuance date of the report. Consideration of information not received by the issuance date of the report is beyond the scope of this ESA.

The schedules above are predicated upon our current availability and our understanding of your schedule needs. In the event the schedule provided is inconsistent with your needs, please contact us, and we will consider alternatives.

Because the schedule suggested above is tentative and dependent upon receipt of your notice to proceed, we will provide you with a specific schedule for the conduct of the project at the time of your issuance of notice to proceed.

Natural Resources: Services will be initiated within 5 business days from receipt of the executed Agreement for Services. The final report will be provided within 15 business days from the date of the site visit. This schedule is contingent upon gaining site access within 5 business days from the initiation of services.

Exhibit D – Site Location

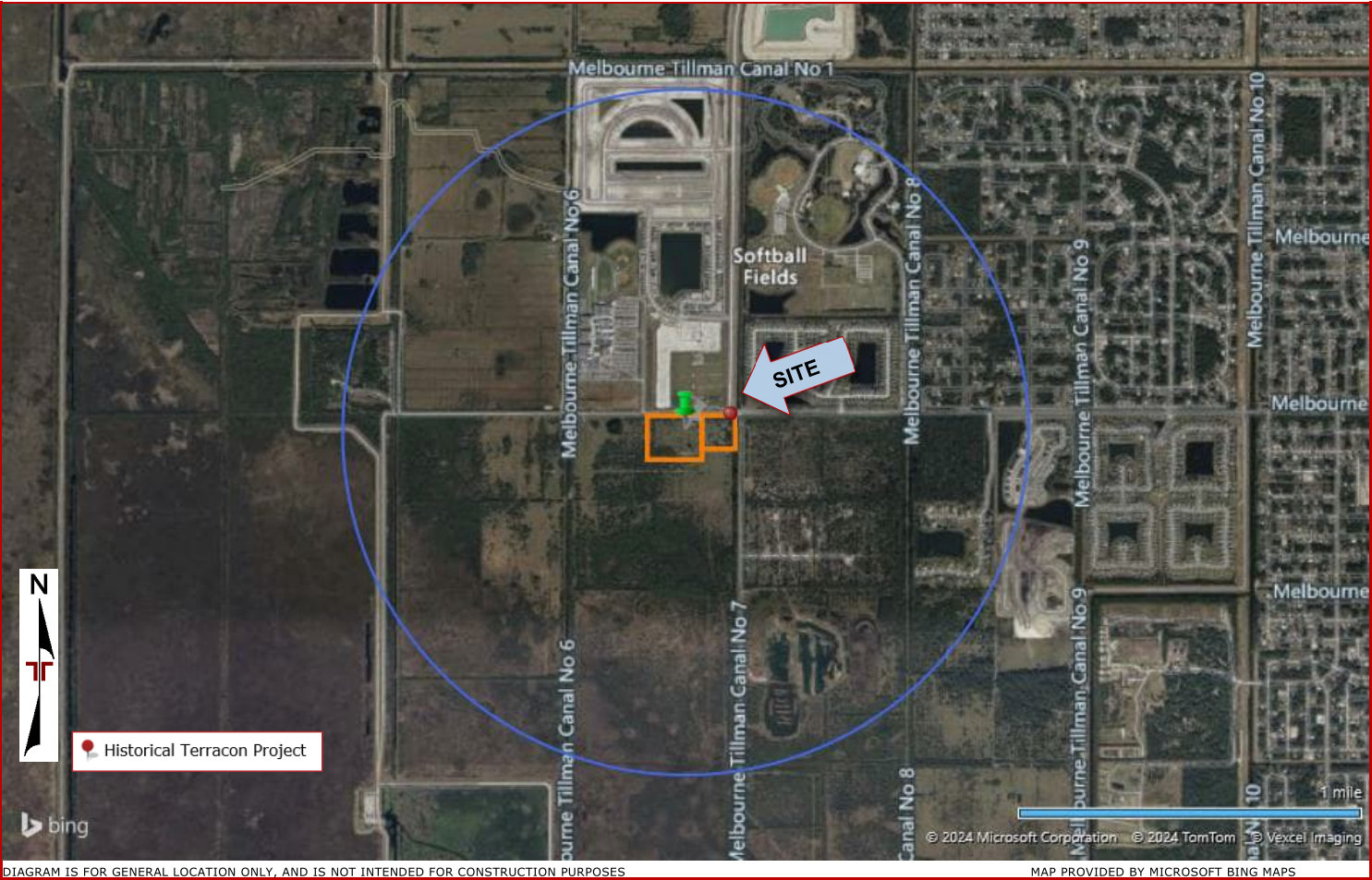


Exhibit E – Site Area

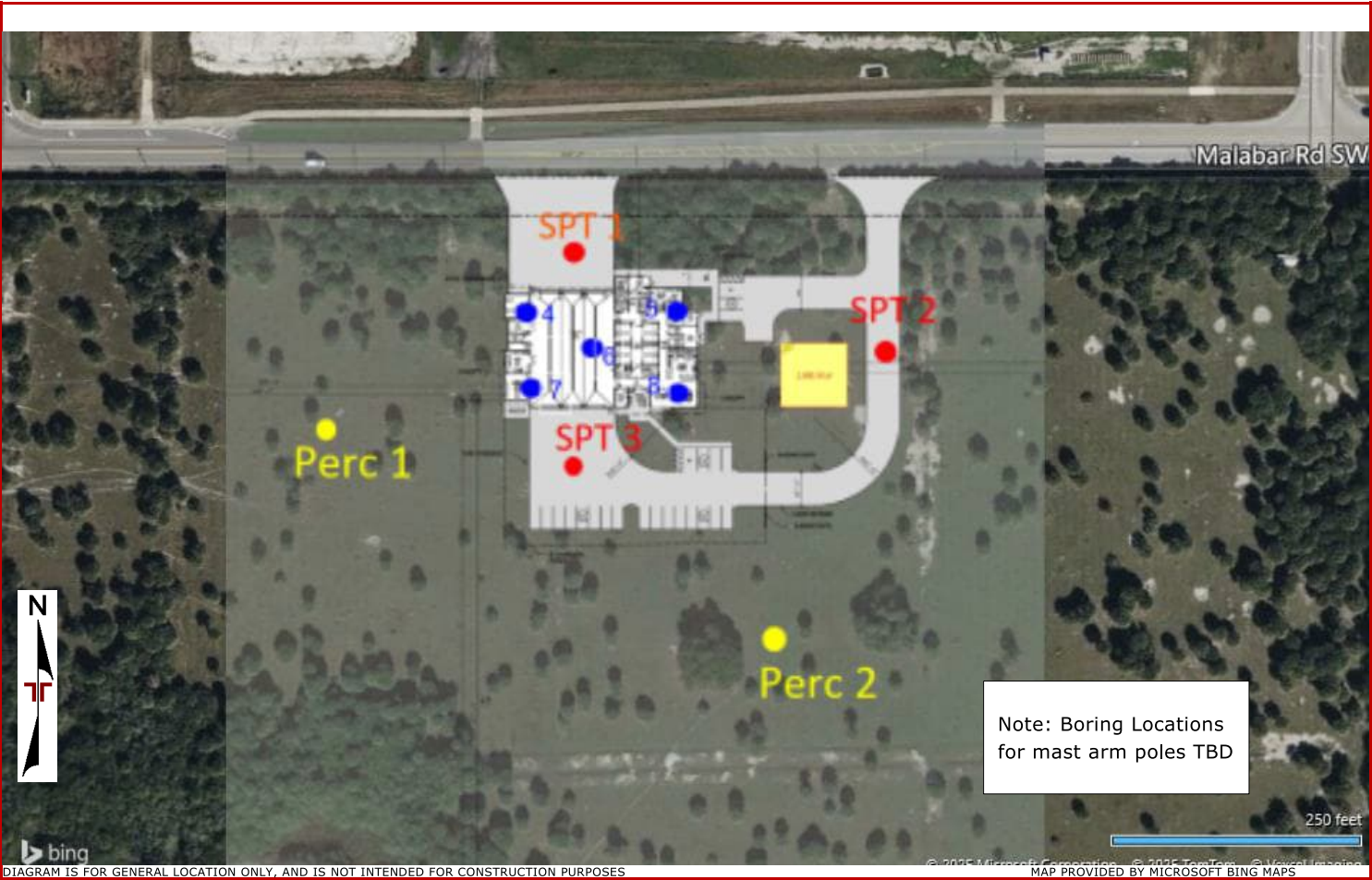


Exhibit F -ASTM E1527-21 User Questionnaire

In order to qualify for one of the Landowner Liability Protections (LLPs) offered by the Small Business Relief and Brownfields Revitalization Act of 2001, the user must respond to the following questions. Failure to provide this information to the environmental professional may result in significant data gaps, which may limit our ability to identify recognized environmental conditions resulting in a determination that “all appropriate inquiry” is not complete. This form represents a type of interview and as such, the user has an obligation to answer all questions in good faith, to the extent of their actual knowledge.

Site Name: Palm Bay Fire Station No. 8 Site Address: Malabar Road NW, Palm Bay, Florida

- 1) Are you aware of any environmental cleanup liens against the site that are filed or recorded under federal, tribal, state, or local law (40 CFR 312.25)? ☐No ☐Yes If yes, please explain.

- 2) Are you aware of any activity and use limitations (AULs), such as engineering controls, land use restrictions, or institutional controls that are in place at the site and/or have been filed or recorded in a registry under federal, tribal, state, or local law (40 CFR 312.26)? ☐No ☐Yes If yes, please explain.

- 3) As the user of this ESA, do you have any specialized knowledge or experience related to the site or nearby properties? For example, are you involved in the same line of business as the current or former occupants of the site or an adjoining property so that you would have specialized knowledge of the chemicals and processes used by this type of business (40 CFR 312-28)? ☐No ☐Yes If yes, please explain.

- 4) Does the purchase price being paid for this site reasonably reflect the fair market value of the site (40 CFR 312.29)? ☐No ☐Yes

If no, have you considered whether the lower purchase price is because contamination is known or believed to be present at the site (40 CFR 312.29)? ☐No ☐Yes If yes, please explain.

Proposal for Geotechnical Engineering Services

Palm Bay Fire Station No. 8 | Palm Bay, Florida

April 11, 2025 | Terracon Proposal No. PH1245349



5) Are you aware of commonly known or reasonably ascertainable information about the site that would help the environmental professional to identify conditions indicative of releases or threatened releases (40 CFR 312.30)? ☐ No ☐ Yes If yes, please explain.

6) As the user of this ESA, based on your knowledge and experience related to the site, are there any obvious indicators that point to the presence or likely presence of contamination at the site (40 CFR 312.31)? ☐ No ☐ Yes If yes, please explain.

Request for Information and Documentation

In addition to the specific questions outlined above, the user is requested to provide the following information and documentation, as available. ASTM requires that this information, if available, be provided to the environmental professional prior to the site visit.

Item Supplied "X"	Not Applicable, Not Available, Not Known "X"	Item Requested (see proposal)	Contacts/ Comments or Indicate Attachment
		Point of Contact for Access	Name/Phone
		Current Site Owner	Name/Phone
		Current Facility Operator	Name/Phone
		Contacts for Prior Owners	Name/Phone
		Contacts for Prior Occupants	Name/Phone
		Access Restrictions	
		Notification of Special Requirements Regarding Confidentiality	
		Legal Description and Diagram / Survey of Site	
		Chain of Title with Grantor/Grantee Summary (back to 1940 or first developed use)	
		Reasons for Conducting ESA	

Helpful Documents Checklist

Pursuant to ASTM E 1527-21 § 10.8, do you know whether any of the following documents exist related to the subject property and, if so, whether copies can and will be provided to the environmental professional? Check all that apply.

- | | |
|---|---|
| <input type="checkbox"/> Environmental site assessment reports | <input type="checkbox"/> Notices or other correspondence from any governmental agency relating to past or current violations of environmental laws with respect to the property or relating to environmental liens encumbering the property |
| <input type="checkbox"/> Environmental compliance audit reports | <input type="checkbox"/> Registrations for underground injection systems |
| <input type="checkbox"/> Geotechnical studies | <input type="checkbox"/> Environmental permits/plans, solid waste permits, hazardous waste disposal permits, wastewater permits, NPDES permits, underground injection permits, SPCC plans |
| <input type="checkbox"/> Reports regarding hydrogeologic conditions on the property or surrounding area | |
| <input type="checkbox"/> Registrations for above or underground storage tanks | |

Name (Authorized Client Representative)

Title

Signature

Date