



May 8, 2025

## **Palm Bay Police Firing Range – Site development for Modular Buildings**

**In accordance with City's Master Agreement # RFQ#12-0-2024/GB**

### **Section I. Background and Intent**

The intent of this project is to provide Civil, Architectural and Engineering services for utility / site preparations. The site will need to support the short-term installation of one 5000 sq. ft. modular building, and in the future for an additional 5000 sq. ft. modular building, a 360 sq. ft. storage shed, and a 450 sf. Ft. carport pad site.

### **Section II. Scope of Work**

The scope includes providing

- Architectural Space Planning for the Modular building with the city's selected vendor mobile modular.
- Provide a survey of the impacted area only. An alternate has been provided to enlarge survey to the 40 Acres.
- Civil Site and Utility Plans to include code minimum landscaping
  - Water – Design a new master well that can provide service to all the existing g buildings, the modular building for this project, and the future buildings show on the conceptual plan. There will be a singular water treatment area that will be designed (near the well) to treat and chlorinate the water, and from there, a master line will go out to the site to feed the modular, stub outs for the future and connect to the existing buildings.
  - Sewer - Design a low-pressure septic / drain field system to support the modular building only and run the building sewer to this new area. It will be sized to handle the flows from the second modular and we can show a stub from the septic to that location.
- Civil Permitting
- Site Electrical Design to support the modular building, pump and site lighting around the modular building.
- Structural Design for foundation pads for the classroom modular building.
- One site visit, two meetings with the city (one to kick off the project and to present or discuss the 100% design)
- Permitting
- Bidding support
- 30, 60, 100% design process

All drawings and specifications will be completed to provide for competitive bidding, permitting, and construction. The utilities plan will include, but is not limited to all plumbing, water, electricity, landscaping, parking, etc. The site plan and permitting will include the short-term mobile unit and

## **CPZ ARCHITECTS, INC.**

4316 WEST BROWARD BOULEVARD, PLANTATION, FLORIDA 33317

1601 BELVEDERE RD. SUITE 305-S, WEST PALM BEACH, FLORIDA 33406

1717 20<sup>TH</sup> STREET, VERO BEACH, FL 31960

(954) 792-8525 AA# 26000685 WWW.CPZARCHITECTS.COM



the future buildings as described above.

## Site Plan Development

- Attending design kickoff meeting (virtual)
- Site investigations, document research as needed
- Attending one per application site plan meeting.
- Submit the site plan for review and approval.
- Address comments and concerns raised during the pre-application meeting.
- Address any comments generated by because of the site plan permit submittal.
- Work with the required permitting agencies including but not limited to St. John Water Management District, Melbourne Tillman Water Control District. Department of Environmental Protection, etc.

## **Section IV. Permitting**

The following permits are required: SJRWMD, FDEP, City of Palm Bay and USACE (if required). Services consisting of submitting documents to jurisdiction having authority (JHA) for review and acquisition of requires construction permits.

## **Section V. Owner's Responsibilities**

Please provide any existing old survey drawings. Please provide access to the facility for site investigations.

## **Section VI. Deliverables**

The following deliverables (all in PDF Format) will be provided to the city:

Task A - 30% Design Documents:

Task B - 60% & 100% Design Documents:

Permitting - 3 copies signed and sealed PDF Permit Drawings

Construction cost estimate. (PDF Format)

## **Section VII. Schedule**

Task A- 30% Design Documents:

Provide design documents to the city for owner review/comment - 28 calendar days after receiving the final survey.

Task B - 60% & 100% Design Documents:

Receive comments from the 30% set - At the discretion of City

Submit the 60% Design Drawings 30 calendar days after receiving City of Palm Bays 30% comments.

Submit the 100% Design Drawings 30 calendar days after receiving City of Palm Bays 60% comments.

## **Section VIII. Estimated Construction Value**

An estimated construction value of the design will be provided with Task A.

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## **Section IX. Bidding**

Provide support services to the city during the bidding phase of the project.

- Services consist of assisting with the preparation of one (1) Bid Package for a lump sum bid, and alternates or unit pricing if appropriate.
- Services consisting of preparation of Addenda as may be required during bidding and including supplementary drawings and specifications.
- Services consist of responses to questions from bidders, and clarification or interpretations of the bidding documents.
- Services consisting of consideration, analysis, comparisons, and recommendations relative to substitutions proposed by bidders during the bidding process.

## **Section X. Construction Administration**

Provide construction administration on an hourly basis as needed.

- Attend site meetings as requested.
- Review shop drawings
- Review Pay Applications during site meetings.
- Responded to contractors Requests for Information (RFI's).
- Review change orders if necessary.
- See consultants' proposals.

## **Compensation**

Compensation shall be on an hourly basis in accordance with our master agreement. We will invoice hourly. We are estimating the following hours and fees:

	CPZ - Architects, Inc	MBV - Civil and Survey	ML Eng. - Struc	OCI - Electrical	Terracon Geotech	Sub-Total
<b>Phase</b>						
Survey		\$ 12,980.00				\$ 12,980.00
Survey Optional Services Included		\$ 7,094.00				\$ 7,094.00
Site Development	\$ 14,080.00	\$ 14,515.00			\$ 12,890.00	\$ 41,485.00
Design Development / CD	\$ 27,000.00	\$ 22,135.00	\$ 3,000.00	\$ 11,300.00		\$ 63,435.00
Permitting	\$ 5,640.00	\$ 15,060.00	\$ 370.00	\$ 2,640.00		\$ 23,710.00
Bidding	\$ 5,640.00	\$ 4,490.00	\$ 370.00			\$ 10,500.00
Construction Administration	\$ 20,158.00	\$ 8,085.00	\$ 1,250.00	\$ 3,700.00		\$ 33,193.00
Construction Meetings	Included above	\$ 2,635.00	Included above	Included above		\$ 2,635.00
	\$ 72,518.00	\$ 86,994.00	\$ 4,990.00	\$ 17,640.00	\$ 12,890.00	<b>\$ 195,032.00</b>
					<b>TOTAL</b>	<b>\$ 195,032.00</b>

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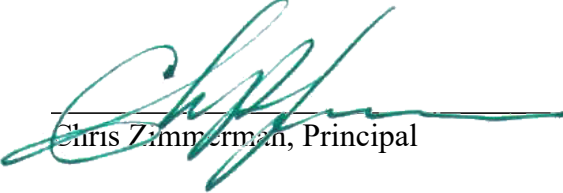
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**Acceptance**

If the above scope and fees meet your approval, please indicate by your signature in the space provided below and return one (1) signed copy which will constitute an Attachment to the Master Agreement and Notice to Proceed for the accomplishment of this work.

**CPZ ARCHITECTS**

  
Chris Zimmerman, Principal

**CITY OF PALM BAY**

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Date

\_\_\_\_\_  
Council approval date, if applicable

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## CPZ Architects, Inc. – Hourly Break Down

Phases Description of work	CPZ Architects				
	Principal	Project Mngr	Arch Assoc 2	Admin	
	\$ 255.00	\$ 160.00	\$ 130.00	\$ 104.00	
<b>Site Planning</b>					
Hours	16	30	40	0	
	\$ 4,080.00	\$ 4,800.00	\$ 5,200.00	\$ -	\$ 14,080.00
<b>Design Development / Construction Documents</b>					
Hours	40	40	80	0	
	\$10,200.00	\$ 6,400.00	\$ 10,400.00	\$ -	\$ 27,000.00
<b>Building Permitting</b>					
Hours	8	16	8		
	\$ 2,040.00	\$ 2,560.00	\$ 1,040.00	\$ -	\$ 5,640.00
<b>Bidding</b>					
Hours	8	16	8		
	\$ 2,040.00	\$ 2,560.00	\$ 1,040.00	\$ -	\$ 5,640.00
<b>Construction Administration</b>					
Hours	50	32	16	2	
	\$12,750.00	\$ 5,120.00	\$ 2,080.00	\$ 208.00	\$ 20,158.00
					\$ 72,518.00

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January 29, 2025

Mr. Chris Zimmerman, AIA  
CPZ Architects, Inc.  
1717 20<sup>th</sup> 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 Regional Emergency Services Domestic Preparedness Training  
Center (The Range)  
City of Palm Bay, Florida  
Engineer's Project Number: 25-0027

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 (2) two modular classroom buildings approximately 2,600 +/- SF each with a parking area and water / sewer infrastructure at the existing City of Palm Bay Regional Emergency Services Domestic Preparedness Training Center (The Range). The parcel is located at 620 Hurley Boulevard Southwest within the City of Palm Bay on a 40.0 acre parcel zoned GU (General Use). The parcel is used as the City's shooting and preparedness range and is comprised of various buildings and ranges to support the City's Police Department and first responders. We also understand that public water and sewer services are not available at this location and the modular buildings water and sewer services will be provided by a well and septic system. In addition, pursuant to a coordination meeting with the City on January 15, 2025, it was directed that this project shall provide for the design and permitting of a master potable well system that can support the existing uses, the proposed modulars buildings for this project, and future classroom / instructional buildings. Furthermore, we understand that an electrical service to support an automated gate at the range entrance is desired. MBV will show this service on the Civil plans but all electrical design and permitting shall be provided by the project MEP consultant and provided to MBV to represent on the plans. Finally, we understand that any Geotechnical, Landscape Design, Environmental, Architectural, MEP or Structural Engineering services that may be needed will be provided by others. As such, please find below our proposed scope of services for the above-described development.



Mr. Chris Zimmerman, AIA

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**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. Recover sufficient control to depict boundary lines (not a boundary survey).
2. Depict all easements/ right of ways shown on Record Plat or known to surveyor.
3. Depict current flood zone lines, if applicable.
4. Topographic survey, minimum 50-foot grid within project scope area.
5. LiDAR scanning for enhanced elevation saturation and mapping.
6. Depict edge of vegetation/tree line(s).
7. Locate and depict existing retention pond(s) via top of bank and top of water elevations.
8. Locate visible above ground utilities with elevations, where applicable.
9. Locate existing drainage structures including rim elevation, pipe invert, size, type and direction within project scope area.
10. Provide sufficient elevations on site to determine existing drainage patterns.
11. Provide 6 certified copies of the completed survey, including all the above.
12. Provide a PDF copy of the survey, upon request.

**Task 1A - Survey Optional Services:**

1. Boundary survey overall parcel (40 +/- acres).
2. Locate and depict permanent, fixed above ground improvements within 2 feet either side of perimeter boundary lines.
3. Recover and verify or set permanent markers at perimeter boundary corners.
4. Depict current flood zone lines, if applicable.
5. Depict all easements/ right of ways shown on Record Plat or known to surveyor.

**Task 2 – Site Design Development**

This task includes the below services associated with the Site Design Development phase of the project.

1. Attendance at Design Kickoff Meetings (in person and/or virtual).
2. Attendance at one site investigation with project team.



Mr. Chris Zimmerman, AIA

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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
  - c. MTWCD pre-application meeting request
5. Attendance at one post pre-application meeting with City and Design Team to discuss pre-application comments.
6. Development of preliminary low-pressure septic and drain field sizing calculations.
7. Development of preliminary potable water treatment system and distribution sizing calculations.
8. Development of 50% civil plans consisting of:
  - Site Plan
  - Paving, Grading and Drainage Plan
  - Utility Plan

### **Task 3 – Construction Drawings**

This task includes the below services associated with the Construction Drawings phase of the project.

1. Project coordination with the following regulatory agencies:
  - a. City of Palm Bay (CoPB)
  - b. Brevard County Department of Health (BCDoH)
  - c. Melbourne-Tillman Water Control District (MTWCD)
  - d. St. John's River Water Management District (SJRWMD)
  - e. Florida Department of Environmental Protection (FDEP)
2. Finalization of the Civil site plan layout.
3. Finalization of the on-site drainage calculations and development of ICPR stormwater modeling for the project stormwater treatment area sizing and stormwater runoff analysis.
4. Finalization of the on-site low-pressure septic/drain field design and layout. No costs of off-site utility design, system analysis or permitting is included in this proposal.
5. Finalization of the on-site potable well water treatment and distribution system design and layout. No costs of off-site utility design, system analysis or permitting is included in this proposal.
6. Finalization of the paving, grading and drainage system.
7. Project coordination with the project architect on final modular building layout, 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



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- shall provide all necessary building layout plans and MEP plans in CAD format to MBV as needed for Civil site plans finalization.
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
    - Erosion Control Plan and Details
    - Site Plan
    - Paving, Grading and Drainage Plan
    - Utility 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
    - Wastewater Low Pressure Septic Calculations
    - Potable Water Treatment & Distribution System Calculations or Master potable well
  11. Development of Civil Opinion of Probable Costs.

#### **Task 4 - Permitting**

This task includes the below services 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)
  - d. CoPB Fire Review
  - e. MTWCD Drainage Permit
  - f. SJRWMD ERP Modification
  - g. SJRWMD Consumptive Use Permit for Potable Well
  - h. BC DOH Water Distribution Permit
  - i. BC DOH Wastewater Collection
  - j. FDEP NPDES Notice of Intent\*



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\*FDEP NOI Application will be prepared but will be the responsibility of the selected contractor to execute application under their company. MBV will assist 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 specification 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 3 months). We have included (5) 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, Parking (sub-base / base) inspections
  - **Utilities:**  
Sewer: Sewer system inspections  
Water: Water system inspections
  - **Overall Site Completion (Final Punchlist):**  
Overall civil site final inspections.



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### **Task 7 – Construction Administration and Certifications**

This task includes construction coordination and certifications as required during the construction phase (assumed 3 months) to provide final certifications.

1. Shop drawings review for Site Civil items (water, sewer, storm).
2. Coordination with Site Contractor during construction phase. Assumes a total of 10 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. Contractor responsible to provide the necessary site as-builts to MBV as needed for agency certifications.
4. Final Punchlist coordination.
5. Development and submittal of Final agency certifications.

#### **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	\$ 12,980
Task 1A – Survey Optional Services	\$ 7,094
Task 2 – Site Plan Development	\$ 14,515
Task 3 – Construction Drawings	\$ 22,135
Task 4 – Permitting	\$ 15,060
Task 5 – Bidding Services	\$ 4,490
Task 6 – Construction Meetings / Inspections (5 meetings @ \$500 / meeting) Additional meetings shall be charged at \$500 / meeting	\$ 2,635
Task 7 – Construction Administration and Certifications	\$ 8,085

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.



Mr. Chris Zimmerman, AIA  
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Should you require further information or clarification, please call.

Sincerely,

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: 25-0027

### 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:

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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

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**STANDARD CONDITIONS:**

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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 20<sup>th</sup> 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

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Initial- MBV

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**25-0027 Civil - City of Palm Bay PTC (Shooting Range)**

<b>Task 1 - Survey</b>	\$80	\$158	\$105	\$130	\$165	
Field Crew Survey	Admin Asst.	2-man Field Crew	Sr. CAD Tech.	Sr. Tech.	Proj. Surveyor	Notes
Drafting and PLS reviews		40				
			40	3	12	
			40	3	12	
<b>Total (Hrs)</b>	0	40				
<b>Total Labor Fee</b>	\$0	\$6,320	\$4,200	\$390	\$1,980	

**TASK 1 - Total MBV Labor Fee \$12,890**

<b>Task 1A - Survey Optional Services</b>	Admin Asst.	2-man Field Crew	Sr. CAD Tech.	Sr. Tech.	Proj. Surveyor	
Field Crew Survey		28				
Drafting and PLS reviews			16		6	
			16	0	6	
<b>Total (Hrs)</b>	0	28				
<b>Total Labor Fee</b>	\$0	\$4,424	\$1,680	\$0	\$990	

**TASK 1A - Total MBV Labor Fee \$7,094**

<b>Task 2 - Site Design Development</b>	Admin 1	Admin 2	Tech Designer	Jr Eng	Sr Eng II	Notes
Kick-Off Meeting					3	
On-Site Investigation					4	
Development of Prelim. Site Plan			8		3	
Dev. Pre-App forms and attendance at meetings (CoPB, Sls, MTWCD)		3			4	
Post Pre-App meetings coord. with Design Team and Owner					2	
Development of Prelim. on-site SW analysis and calculations				12	4	
Development of Prelim. low-pressure septic and drainfield sizing calcs				8	3	
Development of Prelim. potable well sizing calcs				8	5	
Development of Prelim. PGD Plan			8			
Development of Prelim. Utility Plan			8			
Project Team coordination during Site Design Dev. Phase					8	
<b>Total (Hrs)</b>	0	3	24	28	36	
<b>Total Labor Fee</b>	\$0	\$255	\$3,360	\$4,060	\$6,840	

**TASK 2 - Total Contract Fee \$14,515**

<b>Task 3 - Construction Drawings - (New Station &amp; Temp Station)</b>	Admin 1	Admin 2	Tech Designer	Jr Eng	Sr Eng II	Notes
Permit Agency coord. during Const. Drawings Phase						
Development of final on-site SW modeling and calculations				4	4	
Development of final Low-Pressure Septic/Drainfield calculations and layout				16	6	
Development of final potable well water treatment calculations				12	4	
Development of final PGD systems				16	8	
Project coordination with Arch and MIEP Team			2	6	3	
Development of Civil Construction Plans					4	
Development of Drainage Report		3		4	4	
Development of Stormwater O&M Report		2		4	4	
Development of the Low-Pressure Septic Systems Report		2		4	4	
Development of the potable well treatment and distribution report		2		4	4	
Development of OPC based on 100% level				6	2	
Attendance to (3) Project Team coordination meetings					6	
<b>Total (Hrs)</b>	0	9	2	76	53	
<b>Total Labor Fee</b>	\$0	\$765	\$280	\$11,020	\$10,070	

**TASK 3 - Total Contract Fee \$22,135**

**25-0027 Civil - City of Palm Bay PTC (Shooting Range)**

		\$65	\$85	\$140	\$145	\$190	Notes
		Admin 1	Admin 2	Tech Designer	Jr Eng	Sr Eng II	
<b>Task 4 - Permitting</b>							
Preparation of agency permit applications		3	6		4	4	
Development and submittal of agency application packages			4				
Attendance at CoPB DRC meeting						2	
Project coordination with jurisdictional agencies					4	8	
Revisions to final construction plans and response to comments/resubmittal to agencies				25	20	12	
Project Team coordination						8	
<b>Total (Hrs)</b>		3	10	25	28	34	
<b>Total Labor Fee</b>		\$195	\$850	\$3,500	\$4,060	\$6,460	
<b>TASK 4 - Total Contract Fee</b>		<b>\$15,060</b>					

**TASK 4 - Total Contract Fee \$15,060**

		\$65	\$85	\$140	\$145	\$190	Notes
		Admin 1	Admin 2	Tech Designer	Jr Eng	Sr Eng II	
<b>Task 5 - Bidding</b>							
Preparation of Civil Plans for bidding		2	3	2		2	
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	Civil specifications will be on Civil plans
<b>Total (Hrs)</b>		2	5	6	3	14	
<b>Total Labor Fee</b>		\$130	\$425	\$840	\$435	\$2,660	
<b>TASK 5 - Total Contract Fee</b>		<b>\$4,490</b>					

**TASK 5 - Total Contract Fee \$4,490**

		\$65	\$85	\$125	\$145	\$190	Notes
		Admin 1	Admin 2	Inspector	Jr Eng	Sr Eng II	
<b>Task 6 - Construction Meetings / Inspections</b>							
Attendance at Pre-Con Meeting						4	Assumed Meeting is at CoPB
PGD and site inspections				6			
Utility Inspections				6			
Overall Site Inspections/punchlist				3			
<b>Total (Hrs)</b>		0	0	15	0	4	
<b>Total Labor Fee</b>		\$0	\$0	\$1,875	\$0	\$760	
<b>TASK 6 - Total Contract Fee</b>		<b>\$2,635</b>					

**TASK 6 - Total Contract Fee \$2,635**

		\$65	\$85	\$125	\$145	\$190	Notes
		Admin 1	Admin 2	Inspector	Jr Eng	Sr Eng II	
<b>Task 7 - Construction Administration and Certifications</b>							
Shop Drawings Reviews / Coord.		2			6	4	
Coord. with Site Contractor				6		6	
As-Built Reviews / Coord.				2	4	3	Assumes 12 hrs through 3-month COA duration
Final Punchlist coord.				4	3	3	
Agency Certifications		6				6	
<b>Total (Hrs)</b>		8	0	12	13	22	
<b>Total Labor Fee</b>		\$520	\$0	\$1,500	\$1,885	\$4,180	
<b>TASK 7 - Total Contract Fee</b>		<b>\$8,085</b>					

**TASK 7 - Total Contract Fee \$8,085**







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**M L Engineering Inc.**

2030 37<sup>th</sup> Avenue  
Vero Beach, FL 32960  
Phone: (772) 569-1257  
Fax: (772) 569-4041

January 31, 2025

Mr. Chris Zimmerman, AIA  
CPZ Architects, Inc.  
4316 West Broward Blvd. Suite 201  
Plantation, FL 33317

Re: Palm Bay Police Firing Range  
Palm Bay, FL 32908  
*Engineer's Proposal*

Dear Chris:

We are pleased to present the following proposal for structural engineering services for the above project. Our scope of work will be to design and prepare the foundations for the pre-engineered Modular Classroom building and covered walkway based on the documents you provided on 01/30/25 as follows:

1. 56'x47' Modular Classroom building
2. Optional fee second 50'x47' Modular MILO-DT building

**Scope of Work**

**Task I Design Documents**

1. Coordination with CPZ Architects, Inc.
2. Coordination with Geotechnical Engineer.
3. Coordination with the modular building manufacturer.
4. Design & prepare a foundation slab or support piers for the modular structure as needed based on a minimum safe allowable soil pressure of 2,000 per square foot.

**Task II Bidding**

1. Response to bid questions & RFI

**Task III Permitting**

1. Response to Plan Review comments

**Task IV Construction Administration (Optional) - Hourly Not to Exceed**

1. Structural submittal review
  - a. Pre-engineered Modular Structure
  - b. Concrete mix
  - c. Reinforcing
  - d. (1) site visit

**Note:**

The following services are not included in our scope of work and are typically provided by other disciplines:

1. Surveys
2. Site Plans
3. Material & Laboratory Testing
4. Geotechnical Report

**Palm Bay Police Firing Range**  
**Palm Bay, FL 32908**  
**Engineer's Proposal**  
**January 31, 2025**  
**Page 2 of 3**

**Fees**

Our fee for the above services will be as listed below. This will be invoiced as a lump sum upon completion of each phase or monthly based on a percentage of completion at that time with payment in full due within 30 days.

<b>Task I</b>	<b>Design Documents</b>	<b>\$ 3,000.00</b>
<b>Task II</b>	<b>Bidding</b>	<b>\$ 370.00</b>
<b>Task III</b>	<b>Permitting</b>	<b>\$ 370.00</b>
<b>Task IV</b>	<b>Construction Administration (Optional)</b>	<b>\$ 1,250.00 HNTB</b>
<b>Total</b>		<b>\$ 4,990.00</b>

**Optional Fee for the 50'x47' Modular MILO-DT building** **\$ 4,000.00**

The above fees are based on our standard hourly rates as follows:

Administration	\$ 95.00
ACAD Drafting	\$ 110.00
Inspector	\$ 150.00
Engineer	\$ 175.00
Principal	\$ 200.00

Reimbursable Fees  
Printing Fee \$ 3.50 per page

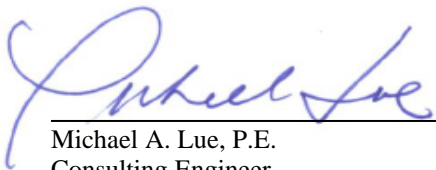
**Schedule**

To be determined

If at any time during the evaluation and design of the herein-stated project there are substantial revisions that may affect our proposal, we will notify you prior to making such changes.

Should you require further information or clarification, please call.

Respectfully,



Michael A. Lue, P.E.  
Consulting Engineer

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2025

\_\_\_\_\_  
Signature



ATTACHMENT 'A'  
PROPOSAL/CONTRACT FOR ENGINEERS SERVICE

- I.       **ACCEPTANCE:**  
The time for acceptance of the afore going proposal is limited to thirty (30) days from the date of the proposal. If not accepted within that timeframe, the proposal will be withdrawn by ML Engineering, Inc., after which a new proposal must be negotiated by the parties.
- II.       **INDEMNIFICATION:**  
As a separate and distinct consideration for this indemnification agreement hereunder, the consideration of which is \$100.00, the receipt of which is acknowledged by the party with whom ML Engineering, Inc. is contracting hereunder, that party agrees to indemnify and hold ML Engineering, Inc. harmless from any and all claim and causes of action arising out of the work of ML Engineering, Inc. arising out of the work performed or to be performed by the party with whom ML Engineering, Inc. is contracting hereunder, or any other contracting parties' agents, affiliates, subsidiaries or assigns, excepting only such actions, claims or lawsuits arising out of the gross negligence of ML Engineering, Inc., its affiliates, subsidiaries, officers and employees.
- III.       **THIRD PARTY BENEFICIARY:**  
This agreement is entered into for the exclusive benefit of the parties, and the parties expressly disclaim any intent to benefit anyone not a party.
- IV.       **LATE PAYMENT:**  
All payments called for under the terms and conditions of this proposal will bear simple interest a 1-1/2% per month.
- V.        **GOVERNING LAW AND VENUE:**  
This agreement is to be governed by the laws of the State of Florida and the venue in the event of any litigation shall be Indian River County, Florida.
- VI.       **LIABILITY:**  
The liability of ML Engineering, Inc. for damages arising out of its performance for any mistake, mission interruption, delay, error or defects in the providing of its services set forth herein or any portion of its services, occurring in the course of performing this agreement, shall in no event exceed the amount of the contract for services.
- VII.       **TERMINATION FOR CAUSE:**  
ML Engineering, Inc. has the right to terminate the contract for cause, which includes any of the following events:
1.       Failure to make timely payments.
  2.       Failure to respond to ML Engineering, Inc.'s written request for information or decisions.
  3.       If ML Engineering, Inc. verily believes that the work requested will result in a structure or design that is not viable.
- In the event of the above one or more grounds for termination for cause, ML Engineering, Inc. shall give a seven day written notice, and if the grounds for termination are not corrected within the seven days, ML Engineering, Inc. has the right to terminate the contract.
- VIII.       **ATTORNEY FEES:**  
If either party brings a lawsuit in order to enforce or interpret the provisions of this agreement, the prevailing party should be entitled to reasonable attorney fees in addition in addition to any other relief to which that party may be entitled.

30 January 2025

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

Re: Professional Services Fee Proposal - Electrical Design Engineering  
Site Electrical Power Design and Site Lighting Design Engineering  
City of Palm Bay Police Training Facility - Fire Range  
620 Hurley Boulevard Southwest  
Melbourne, FL

CMTA, is pleased to present our fee proposal for the above referenced project. Following, is our 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:**

We understand our scope of work will be to provide electrical design engineering for site electrical power to support a new modular classroom building and provide power design for a future modular classroom building.

Our second part of the project will be to provide area lighting around the new building and its parking lot.

Our scope of work will include the following items:

#### **Electrical Engineering**

- Design Engineering for Electrical Power to support new modular building and provisions for the future classroom building. Modular buildings will include an integrated panelboard provided by the manufacturer.
- Design Engineering for area lighting around the new building and its parking lot.
- Provide power connections to civil well pump equipment as required.
- Coordination with Specialty Equipment Vendors, Cut Sheets.

**Scope of Services:**

Our Scope of Work and Services will include the following:

1. All Design Team Meetings, via Teams.
2. Electrical Specifications and Construction Documents (Revit (BIM) or AutoCAD).
3. Design Documents, Reviews and Responses for:
  - Construction Documents
  - Permitting
  - Bid Assistance
  - Construction Administration – Responses to contractor RFI's, Shop Drawing Review (No More Than 2 Reviews) and a final punch.

**Compensation for Services:**

Our base design fee for this new project will be Eighteen Thousand Seven Hundred Dollars (\$17,640.00) plus customary reimbursable expenses.

We would anticipate our billing schedule would be as follows:

Construction Documents	\$11,300.00
Permitting / Bid Assistance	\$ 2,640.00
Construction Administration	\$ 3,700.00

**Reimbursable Expenses:**

Printing/Reproduction and Methods of Delivery to be Billed at Direct Cost. We estimate reimbursables to be at \$150.00.

**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
- Prototype Reuse
- Rational Analysis
- Value Engineering

**Terms and Conditions:**

CMTA, will perform the Scope of Work as outlined above for a base fee for design and permitting for \$17,640.00. 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, 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 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.

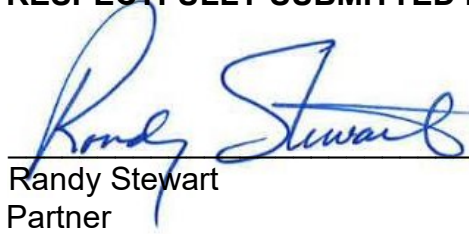
**Limits of BIM/Revit Design:**

CMTA 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.
- CMTA 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 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 CMTA, INC.**

  
\_\_\_\_\_  
Randy Stewart  
Partner

30 January 2025  
Date

**REVIEWED AND ACCEPTED BY:**

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

Company: \_\_\_\_\_

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

Signature: \_\_\_\_\_

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

**Hourly Rates:**

<b><u>Classification</u></b>	<b><u>Hourly Rate</u></b>
Principal	\$210.00/hour
Registered Professional Engineer	\$195.00/hour
Senior Project Manager	\$170.00/hour
Senior Project Engineer	\$170.00/hour
IT / AV Systems Design Engineering	\$160.00/hour
Lighting Design Engineering	\$160.00/hour
Project Engineer	\$135.00/hour
Senior Designer	\$125.00/hour
Designer	\$100.00/hour
CAD Operator	\$ 80.00/hour
Clerical	\$ 70.00/hour

## **General Terms & Conditions For the Attached CMTA Proposal and Agreement**

**Reference Conditions:** CMTA, Inc., will hereinafter be referenced as CMTA and the above referenced CLIENT will be referred to as CLIENT. The Project may be hereinafter referenced either as the "Project" or by abbreviation as above set forth.

**Entire Agreement:** These General Terms and Conditions, along with the Agreement for Services to which these General Terms and Conditions are attached (the "Agreement for Services") and the Proposal attached to the Agreement for Services (the "Proposal") (collectively with the Agreement for Services and the Proposal, this "Agreement"), constitutes the entire agreement between CLIENT and CMTA, regarding the Project. If CMTA has commenced work in connection with the Project, all provisions in this Agreement for the benefit or protection of either party shall apply to such activities. There are no prior or contemporaneous, oral or written, representations, understandings or agreements which are not fully expressed in this Agreement. No amendment or change order shall be valid unless it is in writing and signed by an authorized representative of the party against whom such an amendment or change order is sought to be enforced.

**Relationship of Parties.** CMTA, in furnishing services to CLIENT, is an independent contractor. CMTA does not undertake to perform any regulatory or contractual obligation of CLIENT or to assume any responsibility for the CLIENT's business or operations.

**Subcontracting:** CMTA shall supervise, perform or cause to be performed all work to be accomplished by CMTA and may call upon the expertise of subcontractors in the performance of the services hereunder.

**Severability:** The provision of this Agreement shall be severable, and if any clause, sentence, paragraph, provision, or other part hereof shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder hereof, which remainder shall continue in full force and effect.

**Billings/Payments:** Invoices for services shall be submitted monthly. Payment is due within 30 days of receipt. If payment is not received 30 days of receipt, such fees shall be subject to a service fee of 1.5% per month, and CMTA reserves the right to pursue all appropriate remedies, including, without limitation, suspending all performance under this Agreement. If services are suspended for nonpayment, 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 by CMTA of any payment more than 30 days overdue shall not serve

as a waiver of CMTA 's contractual right to suspend service for nonpayment. In the event of nonpayment of fees, CLIENT will be responsible for all costs, including, without limitation, court costs, collection costs, reasonable attorneys' fees, expert fees, and all other costs allowed by law, which may be incurred by CMTA in pursuit of payment.

**Taxes.** There shall be added to the charges under this Agreement, and CLIENT shall pay to CMTA, an amount equal to any taxes, levies and duties, however designated or levied, based upon such charges, this Agreement, the services or materials provided, or their use, including, without limitation, state and local sales and use taxes, which are paid by or are payable by CMTA , plus interest and penalties, if any, exclusive, however, of United States federal, state or local taxes based on the net income of CMTA . Notwithstanding the preceding sentences, CMTA accepts full and exclusive liability for the payment of all employer contributions and taxes measured by the remuneration paid to CMTA employees as required by all applicable United States federal, state and local laws, rules and regulations.

**Waiver:** No waiver by either party of any breach, default, or violation of any term, warranty, representation, agreement, covenant, condition, or provision hereof shall constitute a waiver of any subsequent breach, default, or violation of the same or any other term, warranty, representation, agreement, covenant, condition, or provision hereof. All waivers must be in writing and signed by the party against whom enforcement of the waiver is sought. All remedies are cumulative, and the election to pursue less than all remedies shall not be a waiver of the right to pursue any other remedy.

**Force Majeure:** Obligations of either party under this Agreement shall be suspended, and such party shall not be liable for damages or other remedies while such party is prevented from complying herewith, in whole or in part, due to contingencies beyond its reasonable control, including, but not limited to, strikes, riots, war, fire, acts of God, injunction, compliance with any law, regulation, or order, whether valid or invalid, of the United States of America or any other governmental body or any instrumentality thereof, whether now existing or hereafter created, inability to secure materials or obtain necessary permits, provided, however, the party so prevented from complying with its obligations hereunder shall promptly notify the other party thereof.

**Compliance with Law:** In the performance of all services to be provided hereunder, CMTA agrees to comply with all applicable federal, state, and local laws and ordinances and all lawful order, rules, and regulations of any constituted authority.



**Applicable Law; Jurisdiction; Venue:** The validity, performance, and construction of this Agreement shall be governed by and construed according to the laws of the State of Florida exclusive of its conflicts of law provisions. All claims hereunder shall be tried solely and exclusively in the Courts of Orange County, Orlando, Florida or the appropriate United States District Court. Each party consents to the jurisdiction and venue of such court. EACH OF THE PARTIES HEREBY KNOWINGLY AND VOLUNTARILY WAIVES ANY ALL RIGHTS TO A JURY TRIAL IN ANY PROCEEDING INVOLVING ANY DISPUTE OR MATTER ARISING UNDER THIS AGREEMENT.

**Standard of Care/Warranties:** Services performed by CMTA under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, CMTA MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, WHETHER ARISING BY OPERATION OF LAW, COURSE OF PERFORMANCE OR DEALING, CUSTOM, USAGE IN THE TRADE OR PROFESSION, OR OTHERWISE, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING UNDER ANY STATUTE. Except for the warranty expressly set forth in this paragraph, CLIENT acknowledges and agrees that it has relied on no other representations or warranties and that no other representations or warranties have formed the basis of its bargain hereunder.

**Confidentiality:** Each party shall retain as confidential all information and data furnished to it by the other party which are designated in writing by such other party as confidential at the time of transmission and are obtained or acquired by the receiving party in connection with this Agreement, and said party shall not reveal such information to any third party, except as required by law (in which case, the party from whom disclosure is required shall give the other party prompt notice of the demand and cooperate in efforts to limit disclosure).

**Indemnification:** CMTA and CLIENT each agree to indemnify, defend and hold harmless the other from and against any and all amounts payable under any judgment, verdict, court order or settlement for death or bodily injury or the damage to or loss or destruction of any real or tangible personal property to the extent arising out of the indemnifying party's negligence in the performance of this Agreement or willful misconduct. The foregoing indemnities are contingent upon: (1) the indemnified party promptly notifying the indemnifying party in writing of any claim which may give rise to a claim for indemnification hereunder; (2) the indemnifying party being allowed to control the defense and settlement of such claim; and (3) the indemnified party cooperating with all reasonable requests of the indemnifying party (at the indemnifying party's expense) in defending or settling

such claim. The indemnified party shall have the right, at its option and expense, to participate in the defense of any action, suit or proceeding relating to such a claim through a counsel of its own choosing. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of CMTA and CLIENT, they shall be borne by each party in proportion to its negligence.

**PURSUANT TO FLORIDA STATUTE § 558.035, AN INDIVIDUAL EMPLOYEE OR AGENT OF 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.**

**Term:** Unless sooner terminated or extended as provided herein, this Agreement shall remain in full force and effect. Either party may terminate this Agreement at any time by

giving seven (7) days written notice of such termination to the other party. Upon such termination of this Agreement, CLIENT shall pay and reimburse CMTA for services rendered and costs incurred by CMTA prior to the effective date of termination. The rights and obligations of the parties under this Agreement shall survive termination of this Agreement for any reason.

**Precedence:** These General Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding CMTA services, including without limitation the Agreement for Services and the Proposal. The Agreement of Services shall take precedence over the Proposal.

**Fee Schedule:** Where lump sum fees have been agreed to between the parties, they shall be so designated in the Agreement attached hereto and by reference made a part hereof. Where fees are based upon hourly charges for services and costs incurred by CMTA they shall be based upon the hourly fee schedule annually adopted by CMTA

**Limitation of Remedies, Liability and Damages:** CLIENT's sole and exclusive remedy in the event of a claim arising out of, resulting from or in connection with this Agreement shall be for CMTA to repair, replace or otherwise correct the breach. Other than CLIENT's obligations to make payments that are due and owing under this Agreement, a party's and its affiliates' entire and collective liability arising out of or relating to this Agreement, including without limitation on account of performance or nonperformance of obligations hereunder, regardless of the form of the cause of action, whether in contract, tort (including, without limitation, negligence), statute or otherwise, shall in no event exceed the amounts paid or payable to CMTA under this Agreement. NEITHER PARTY NOR ITS AFFILIATES SHALL, UNDER ANY CIRCUMSTANCES, BE LIABLE TO THE OTHER PARTY

OR ITS AFFILIATES FOR ANY CLAIM BASED UPON ANY THIRD PARTY CLAIM (EXCEPT AS PROVIDED FOR IN THE INDEMNIFICATION PARAGRAPH) OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES OF ANY NATURE WHATSOEVER, OR FOR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY DELAYS, LOSS OF PROFIT, INTERRUPTION OF SERVICE OR LOSS OF BUSINESS OR ANTICIPATORY PROFITS, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.

**Insurance:** Upon written request, CMTA will provide certificates of insurance to the client evidencing coverage for Worker's Compensation, General Liability, Auto Liability and Professional Liability prior to the commencement of services to be provided herein.

**Binding Nature and Assignment.** This Agreement shall be binding upon and inure solely to the benefit of the parties hereto and their successors and permitted assigns, and nothing in this Agreement shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement. Neither party may, nor shall have the power to, assign or transfer this Agreement without the prior written consent of the other party, except that CMTA may without consent assign or transfer this Agreement to a successor to the business of CMTA to which this Agreement relates. Any claim relating to the provision of services by CMTA, its affiliates or their respective staff will be made against CMTA alone.

**Approvals and Similar Actions.** Where agreement, approval, acceptance, consent or similar action by CLIENT or CMTA is required under this Agreement, such action shall not be unreasonably delayed or withheld.



City of Palm Bay  
Site Power Design for Classroom Buildings  
Area Lighting Design

1/30/2025

Task 1: Construction Documents

Principal/Electrical	Registered Professional Engineer	\$210 per hour	x	10 hours	=	\$2,100
	Registered Professional Engineer	\$170 per hour	x	40 hours	=	\$6,800
CAD	CAD Operator	\$80 per hour	x	16 hours	=	\$1,280
Clerical	Clerical	\$70 per hour	x	16 hours	=	\$1,120

Task 1: Subtotal \$11,300

Task 2: Permitting / Bid Assistance

Principal/Electrical	Registered Professional Engineer	\$210 per hour	x	4 hours	=	\$840
	Registered Professional Engineer	\$170 per hour	x	8 hours	=	\$1,360
CAD	CAD Operator	\$80 per hour	x	2 hours	=	\$160
Clerical	Clerical	\$70 per hour	x	4 hours	=	\$280

Task 2: Subtotal \$2,640

Task 3: Construction Administration

Principal/Electrical	Registered Professional Engineer	\$210 per hour	x	2 hours	=	\$420
	Registered Professional Engineer	\$170 per hour	x	16 hours	=	\$2,720
Clerical	Clerical	\$70 per hour	x	8 hours	=	\$560

Task 3: Subtotal \$3,700

Total Tasks 1 - 3 \$17,640



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

January 31, 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  
Palm Bay Police Firing Range  
Hurley Boulevard  
Palm Bay, Florida  
Terracon Proposal No. PH1255035

Dear Mr. Zimmerman:

We appreciate the opportunity to submit this proposal to CPZ Architects, Inc. (CPZ) to provide Geotechnical Engineering services 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	Anticipated Exploration Plan

Our base fee to perform the Geotechnical Engineering Scope of Services described in this proposal is \$12,890 (including subcontracted private utility location fees), and anticipated delivery date of 6 to 8 weeks after signed authorization. Exhibit C includes details of our fees as well as a general breakdown of our anticipated schedule.

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 "Jay W. Casper".

Jay W. Casper, P.E.  
Senior Principal

## Exhibit A – Project Understanding

Our Scope of Services is based on our understanding of the project as described by you 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
<b>Information Provided</b>	Aerial photograph of the site and approximate location of the proposed structures shown on a survey provided with the RPF in an email dated 1/29/2025. The civil engineer, Todd Howder of MBV Engineering, Inc., provided suggested boring locations for stormwater management and septic drainfield areas in a follow up email on 1/29/2025.
<b>Project Description</b>	The project involves the addition of 2 modular structures and a covered walkway at the existing Palm Bay Police Firing Range. To facilitate the proposed structure addition, stormwater treatment areas and a septic tank and drainfield system are planned. However, the exact locations and geometries of the stormwater management and septic system are not known at the time of this proposal.
<b>Proposed Structure</b>	Structures associated with the project include two single story modular buildings and covered walkway. We anticipate the structures to be supported on piers on shallow pads/footings.
<b>Maximum Loads</b>	Anticipated structural loads were not provided. In the absence of information provided by the design team, we will use the following loads in estimating settlement based on our experience with similar projects. <ul style="list-style-type: none"> <li>■ Columns: 50 kips</li> <li>■ Walls: 5 kips per linear foot (klf)</li> </ul>
<b>Grading/Slopes</b>	We anticipate that the structures will be supported on piers a few feet above existing grades.
<b>Stormwater Management</b>	The stormwater management system has not been designed yet. We anticipate a dry retention pond is preferred.

## Site Location and Anticipated Conditions

Item	Description
<b>Parcel Information</b>	The project is located at the existing Palm Bay Police Firing Range off Hurley Boulevard in Palm Bay, Florida. Latitude/Longitude (approximate): 27.982729° N; 80.717208° W (See Exhibit D)
<b>Current Ground Cover</b>	Aerial photography of the project site indicates the project area is cleared with maintained grass cover
<b>Existing Topography</b>	Topographic information provided on the survey indicates the site is relatively flat with ground surface elevation near +20 feet.
<b>Site Access</b>	We expect the site, and all exploration locations, are accessible with our truck-mounted drilling equipment and support vehicles.
<b>Expected Subsurface Conditions</b>	Our experience near the vicinity of the proposed development indicates subsurface conditions consist of sand with varying amounts of silt and relatively high groundwater conditions.

## Exhibit B-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 1 to 2 days of on-site after boring layout and utility clearances:

Number of Borings	Planned Boring Depth (feet)	Planned Location <sup>1</sup>
3 SPT	20	Structure areas
4 Auger	20	Potential stormwater and septic system areas

1. The planned boring locations are shown on the attached **Anticipated Exploration Plan**.

**Boring Layout and Elevations:** 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. If available, approximate elevations will be obtained by interpolation from a site specific, surveyed topographic map. We can alternatively coordinate with your Project Surveyor to include locations and surface elevations in project information if so requested.

**Subsurface Exploration Procedures:** Prior to drilling, we will subcontract GPR services in areas of suspected utility conflict. We will advance borings with a truck-mounted drill rig using rotary wash boring techniques.

Five samples will be obtained in the upper 10 feet of each SPT boring and at intervals of 5 feet thereafter. Soil sampling is typically performed using split-barrel sampling procedures. The split-barrel samplers are driven in accordance with the standard penetration test (SPT). 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.

To obtain adequate soil samples for permeability testing and better measurement of groundwater levels, we will perform auger borings in the proposed stormwater and septic system areas. The machine auger borings are performed by hydraulically turning a 4 inch diameter continuous flight auger into the ground in 5 foot increments. Additional flights are added until the desired termination depth is achieved. The auger is then extracted



without further rotation and representative soil samples are retrieved from the auger. Samples are visually classified in the field and are then packaged and returned to our soils laboratory for further classification and testing.

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 observed 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 landscaping.

We will backfill borings with auger cuttings and/or bentonite pellets 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. We can provide this service or grout the boreholes for additional fees at your request.

## 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 observed while drilling will be noted on our logs.

Exploration efforts require borings into the subsurface, therefore Terracon will comply with local regulations to request a utility location service Sunshine State One Call of Florida (SSOCOF). We will consult with the landowner/client regarding potential utilities or other unmarked underground hazards. Based upon the results of this consultation, we will 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 proposes to subcontract with a private utility locating service. Fees associated with this service are included in our 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 landowner/client 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 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 fieldwork, but we anticipate the following laboratory testing may be performed:

- Water content
- Atterberg limits
- Grain size analysis
- Organic content
- Constant head permeability (includes 4 tests)

Our laboratory testing program often includes examination of soil samples by an engineer. Based on the results of our field and laboratory programs, 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 levels observed during drilling

- Site Location and Exploration Plans
- Subsurface exploration procedures
- Description of subsurface conditions
- Estimated seasonal groundwater fluctuations
- Recommended foundation options and engineering design parameters
- Estimated settlement of foundations
- Recommendations for design and construction of interior floor slabs
- Earthwork recommendations including site/subgrade preparation including recommendations for re-use of on-site soil for fill and backfill materials and temporary dewatering methods).
- Geotechnical design parameters for stormwater design (hydraulic conductivity and vertical infiltration rates, porosity, aquifer characteristics, etc.) by others

In addition to an emailed report, your project will also be delivered using our 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 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 <sup>1</sup>
Subsurface Exploration, Private Utility Locates <sup>2</sup> , Laboratory Testing, Geotechnical Consulting and Reporting	\$12,890

1. See attached Scope of Services and Fee Estimate
2. 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 does not include services associated with site clearing, wet ground conditions, or repair of damage to existing landscape or rutted ground surface. 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.

### Project Schedule

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 <sup>1, 2</sup>
Kickoff Call with Client	4 days after notice to proceed
Site Characterization	35 days after notice to proceed
Geotechnical Engineering	45 days after notice to proceed

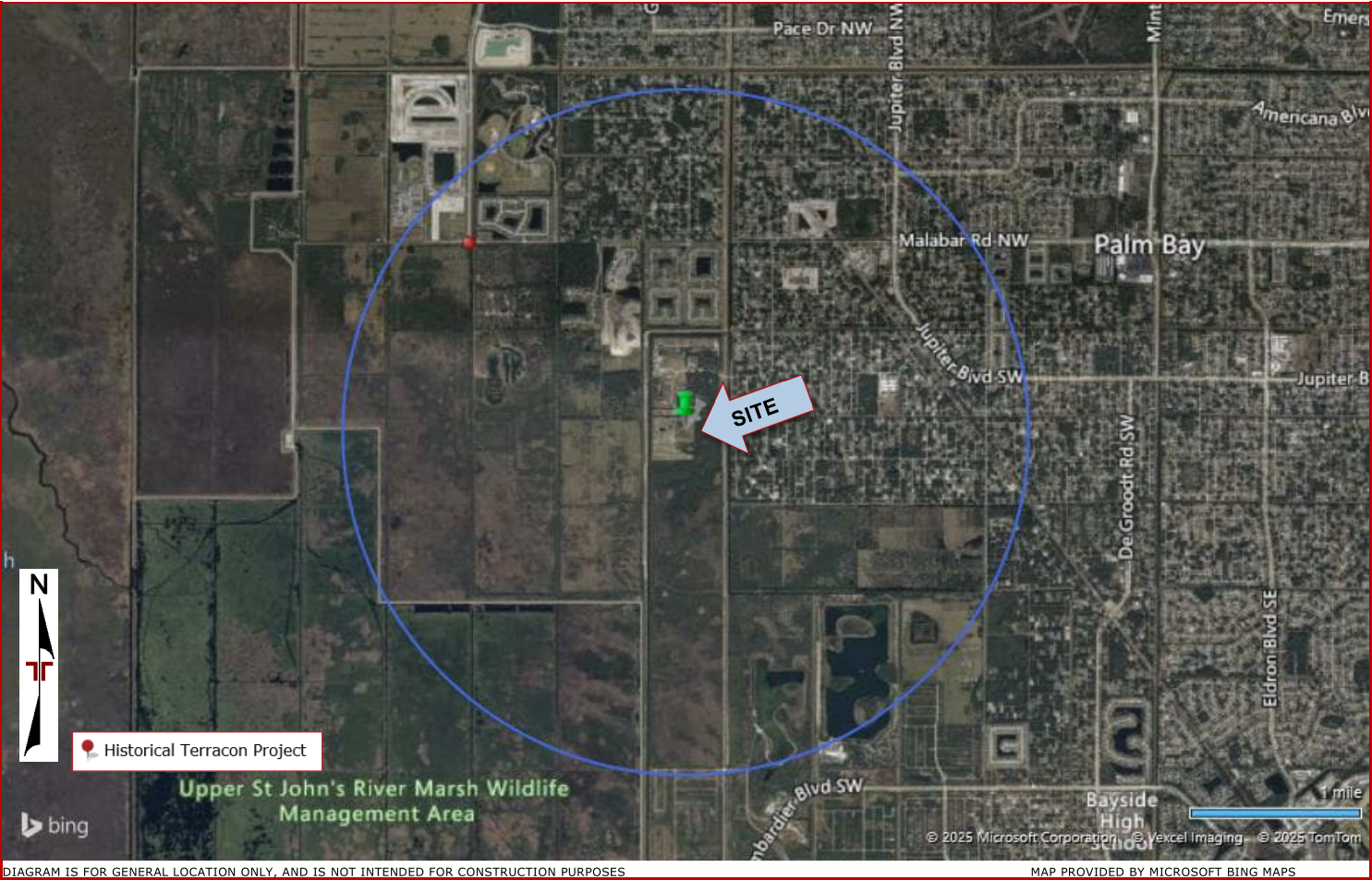
1. Upon receipt of your notice to proceed we will activate the schedule component on **Compass** with specific, anticipated dates for the delivery points noted above as well as other pertinent events.
2. Standard workdays. We will maintain an activities calendar within on **Compass**. The schedule will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

**GEOTECHNICAL SCOPE OF SERVICES AND FEE ESTIMATE**  
**CITY OF PALM BAY**  
**POLICE FIRING RANGE**  
**PALM BAY, BREVARD COUNTY, FLORIDA**

DESCRIPTION OF WORK	QTY.	RATE	UNIT	AMOUNT
<b>I. FIELD EXPLORATION</b>				
A. Mobilization of Truck Mounted Drill Rig	1	\$ 500.00	each	\$ 500.00
B. Standard Penetration Test (SPT) Borings (3 to 20 ft.) --0 to 50' depth	60	\$ 15.00	l.f.	\$ 900.00
C. Auger Borings (4 to 20 ft.) --0 to 50' depth	80	\$ 11.00	l.f.	\$ 880.00
D. Ground Penetrating Radar (GPR) for Utility Locates	1	\$ 2,000.00	per day	\$ 2,000.00
E. Drill Crew Time (Standby)	4	\$ 275.00	per hour	\$ 1,100.00
F. Sr. Engineering Technician -- Site Reconnaissance / Stake borings / Utility Coordination	12	\$ 85.00	per hour	\$ 1,020.00
Subtotal				\$ 6,400.00
<b>II. LABORATORY TESTING</b>				
A. Wash Through #200 Sieve	8	\$ 50.00	each	\$ 400.00
B. Natural Moisture	12	\$ 20.00	each	\$ 240.00
C. Organic Content	2	\$ 50.00	each	\$ 100.00
D. Liquid and Plastic Limits	2	\$ 90.00	each	\$ 180.00
E. Permeability (granular soils)	4	\$ 250.00	each	\$ 1,000.00
Subtotal				\$ 1,920.00
<b>III. ENGINEERING AND TECHNICAL SERVICES</b>				
A. Principal Engineer	4	\$ 225.00	per hour	\$ 900.00
B. Senior Engineer	8	\$ 185.00	per hour	\$ 1,480.00
C. Project Engineer	12	\$ 135.00	per hour	\$ 1,620.00
D. CAD Technician	4	\$ 105.00	per hour	\$ 420.00
E. Administrative Assistant	2	\$ 75.00	per hour	\$ 150.00
Subtotal				\$ 4,570.00
<b>GEOTECHNICAL ENGINEERING FEE</b>				<b>\$ 12,890.00</b>



Exhibit D – Site Location



**Exhibit E – Anticipated Exploration Plan**

