



**AGREEMENT FOR CONTINUING CONSULTING
ENGINEERING SERVICES
BETWEEN
THE CITY OF DELTONA, FLORIDA
AND
CPH, LLC.
FOR
CITY HALL UPGRADES AND REPAIRS**

This Work Order dated this 24 day of February, 2023, to an Agreement previously entered into, by and between the City of Deltona, Florida, hereinafter referred to as the CITY, and CPH, LLC., hereinafter referred to as CPH, is mutually agreed upon and declared an extension of the original Agreement dated April 26, 2022 and entitled "Agreement for On Call Civil Engineering Services RFQ 22018. It is the intent of this Work Order to provide architectural and engineering services in connection with the assessment of the exterior envelope of the Deltona City Hall Building as outlined in Section 1 and 2 of this proposal.

In the event of a conflict between this Work Order and the Original Agreement dated April 26, 2022, the provisions of this Work Order shall apply for the work described herein.

SECTION 1

We are pleased to submit this proposal to assist the CITY in an assessment of the exterior building envelope of the existing City Hall located at 2345 Providence Blvd, Deltona Florida.

CPH will serve as the CITY's professional engineering representative in those phases of the project to which this Work Order applies, and will give consultation and advice to the CITY during the performance of his services. CPH will perform the work under the general supervision of the CITY and will make interim reports for their review, input, decision, etc., as appropriate.

**SECTION 2
BASIS OF SERVICES OF THE ENGINEER**

TASK A – FIELD INSPECTION AND EXTERIOR ENVELOPE ASSESSMENT

CPH shall provide an assessment of the exterior envelope of the existing facility to determine the condition of the exterior walls, fenestration and doors.

Services shall include review of the facility as well as field investigation by the architect / engineer to establish the deficiencies of the existing building that are causing water intrusion and damage to interior finishes. The deliverable for this task shall consist of a report that summarizes the assessment and makes a recommendation on the corrective actions needed. The structural scope of this work shall be limited to the exterior fenestration and doors. No upgrades to the structure to meet current wind loading is included.

TASK B – CONSTRUCTION DOCUMENTS



If, at the completion of Task A, the City wants to move forward with construction / bid documents, CPH will provide the engineering, design and documentation for the recommended corrections for Task A.

DELIVERABLES:

The deliverables for this task shall be a code compliant and permit ready set of construction documents to include but not be limited to plans, sections, elevations, details, calculations and technical specifications to define the scope of work. All deliverables and work shall be in compliance with the requirements of the Florida Building Code.

Plans will be supplied to the CLIENT in reproducible form at a suitable scale to fit on a twenty-four inch by thirty-six inch (24" x 36") plan sheet and will be accurate, legible, complete in design, and suitable for submittal to the Local jurisdiction of City of Deltona for final review and approval. The plans and data will be reviewed with the CLIENT, prior to submitting the plans to the Local jurisdiction of City of Deltona. This task will be performed and billed as a lump sum service. Refer to the Compensation section of this proposal for the proposed fee. Any modifications to these plans requested by the CLIENT after the plans are prepared for submittal to the Local jurisdiction will be performed as an additional service and billed at the Standard Hourly Rates enclosed.

The documentation will be submitted in two (2) phase with the first submittal consisting of a 90% submittal for review by the CITY and then following up with the 100% Construction Documents submittal for Permitting and Bidding.

PERMITTING:

CPH shall provide signed and sealed Building Permit Submittals, necessary for permitting, which may include plans, specifications and / or calculations. Permitting Phase shall also include responding to up to two (2) rounds of responses to comments from Building Department, up to two (2) meetings with Building Department and providing revised Drawings and specifications for modification, clarification or additional documents to comply with requirements for obtaining a Building Permit. Meetings required beyond these will be handled as additional service, and billed in accordance with our Standard Hourly Rates. Should there be a potential for denial on an application, the CLIENT will be informed so they may make the appropriate arrangements to retain legal staff to address the denial should it occur. The CLIENT will be financially responsible for any application or filing fee required by the agencies. This task will be performed and billed as a lump sum service. Refer to the Compensation section of this proposal for the proposed fee.

Any modifications to the plans requested by the Regulatory Agencies pertaining to the design in the previously mentioned plans, required to meet code, will be addressed by CPH as part of these services. Any modifications requested that are not code issues, or modifications requested by the CLIENT will be addressed as additional services and billed at the Standard Hourly Rates enclosed. Any other permits that may arise during the design or review process, and not outlined above, will be handled as an additional service, and billed in accordance with our Standard Hourly Rates.

Delivery of final drawings will be in the form of computer disks, Cad plots, or blueprints, according to your request and reproduction needs. CPH shall provide the necessary sets of sealed construction documents as required for plan reviews and permits by the Building Department.

BIDDING:



CPH will respond to questions from contractors during the bidding period and provide addendums to the bid documents as required for proper plan documentation. CPH will assist the client with reviewing bid proposals.

CONSTRUCTION ADMINISTRATION

After the bidding phase, the architect and engineering sub-consultants may provide limited Construction Contract Administration Services throughout the construction phase of the project as outlined in the fee for this project. These services include four on-site observations and coordination with the CLIENT’s contractor, clarification of construction documents, review/respond to contractor’s RFI, provide supplemental drawings and specifications, and review contractor’s submittals (shop drawings) only for general conformance with design concept of the project. CPH may also maintain record of submittals.

**SECTION 3
THE CITY’S RESPONSIBILITIES**

The CITY will:

Provide copies of all as-built documentation for the existing facility.

Designate a person to act as the CITY's representative with respect to the work to be performed under this Work Order, and such person shall have complete authority to transmit instructions, receive information, interpret and define the CITY's policies and decisions pertinent to the work covered by this Work Order.

Provide and guarantee access to and make all provisions for CPH to enter upon public and private lands as required for the CPH to perform his work under this Work Order. Additionally, the CITY shall make available to CPH a lift and operator to allow CPH to visually inspect the exterior windows on all sides of the building that are able to be reasonably accommodated. The time and date of this work shall be coordinated with the CITY.

Examine all studies, reports, sketches, and other documents presented by the CPH and render decisions pertaining thereto within a reasonable time so as not to delay the work of the CPH.

Furnish or direct the CPH, in writing, to perform at the CITY's expense, necessary additional services.

Provide such legal, accounting, and insurance counseling services as may be required for the project, and such auditing services as the CITY may require.

Give prompt written notice to the CPH whenever the CITY observes or otherwise becomes aware of any defect in the project.

**SECTION 4
PAYMENT**

| Phase No. | Phase Description | Billing Method | Fee |
|------------------|--|-----------------------|------------|
| TASK A | Field Inspection & Exterior Envelope Assessment | | |



| | | | |
|---------------|------------------------------------|-----------------|--------------------|
| | | Lump Sum | \$8,000.00 |
| | TASK A Sub Total | | \$8,000.00 |
| TASK B | Construction Documents | | |
| | Construction Documents | Lump Sum | \$18,680.00 |
| | Permitting and Bidding | Lump Sum | \$1,120.00 |
| | <u>Construction Administration</u> | <u>Lump Sum</u> | <u>\$4,300.00</u> |
| | TASK B Sub Total | | \$24,100.00 |
| TOTAL | | | \$32,100.00 |

CPH will not proceed with any scope for Task B prior to receiving direct authorization to proceed from the CITY.

The CITY will make prompt monthly payments in response to the CPH's monthly statements without retention for all categories of services rendered under this Work Order and for reimbursable expenses incurred.

If this work is terminated during prosecution of the services prior to completion of the services of Section 2, payments to be made for all prior work under this authorization shall be due and payable, and shall constitute total payment for services rendered.

**SECTION 5
GENERAL CONDITIONS**

The CITY and the CPH each binds himself and his partners, successors, executors, administrators, and assigns to the other party of this authorization and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this authorization. Nothing herein shall be construed as creating any personal liability on the part of any officer or agency of any public body which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the CITY and the CPH.



IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order the day and year first above written.

CITY:
CITY OF DELTONA, FLORIDA

By: _____

Date: _____

ATTEST & SEAL

ARCHITECT:
CPH, LLC.

By: Brook K. Sherrard A.I.A.

Date: February 24, 2023

ATTEST & SEAL