

SERVICES AUTHORIZATION #II ENGINEERING SERVICES AGREEMENT

THIS SERVICES AUTHORIZATION is made and entered into this _____ day of _____, 20____, by and between the **City of Orlando, Florida**, a municipal corporation existing under the laws of the State of Florida (CITY), and **TLC Engineering for Architecture, Inc.**, doing business locally at 255 South Orange Avenue, Suite 1600, Orlando, Florida 32801-3463 (ENGINEER).

WHEREAS, the CITY and the ENGINEER have previously entered into an agreement for the ENGINEER's professional services (Contract) on March 26, 2014, concerning the City Hall Energy Efficiency Improvements Audit Project (Project); and

WHEREAS, the CITY and the ENGINEER wish to amend the Agreement as set forth herein; and

WHEREAS, the CITY and the ENGINEER now wish to memorialize their understanding for the ENGINEER's additional professional services for the Project.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and given one to the other, the sufficiency of which is hereby acknowledged, the parties agree as follows:

I. SCOPE OF SERVICES

The scope of services has been agreed to by the parties, and is attached hereto and incorporated herein, by reference, as EXHIBIT I.

II. FEE

The lump sum fee of \$540,900, plus reimbursable expenses without markup as may be approved by the Fleet and Facilities Management Division Manager or his Designee, has been agreed to by the parties, as set forth on EXHIBIT I.

III. TERM

ENGINEER shall complete all work in accordance with the timeframes set forth in the scope of work provided, however, that all work and the term of the Services Authorization shall be completed by the end of business (5:00 p.m.) on August 15, 2017. It is also agreed that the CITY shall have an option for extension of this Services Authorization as necessary to complete the present scope of Services (Exhibit I) or to provide additional services.

IV. ENTIRE AGREEMENT

This Services Authorization supersedes all previous services authorizations, amendments, agreements, or representations, either verbal or written, heretofore in effect between the CITY and the ENGINEER that may have concerned the matters covered herein, except that this Services Authorization shall in no way supersede or amend the Agreement or other services authorizations or amendments except as specifically provided herein. No additions, alterations, or variations to the terms of this Services Authorization shall be valid, nor can the provisions of this Services Authorization be waived by either party, unless such additions, alterations, or waivers are expressly set forth in writing in a document duly executed by both parties. ENGINEER acknowledges and agrees that any proposals or proposed agreements from subconsultants attached to this SERVICES AUTHORIZATION are attached solely to reflect the scopes of work to be performed and the fees to be charged by such subconsultants. By executing this SERVICES AUTHORIZATION, the CITY does not become a party thereto or bound by the terms thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Services Authorization on the day and year first written above.

City of Orlando, Florida

By: _____
David Billingsley, CPSM, C.P.M.
Chief Procurement Officer

APPROVE AS TO FORM AND LEGALITY
for the use and reliance of the
City of Orlando, Florida, only.

_____, 20____.

Michael S. O'Dowd
Assistant City Attorney
Orlando, Florida

TLC Engineering for Architecture, Inc.

By: _____

(Print Name)

Title: _____

STATE OF FLORIDA }

COUNTY OF _____ }

PERSONALLY APPEARED before me, the undersigned authority, _____, [] well known to me or [] who has produced _____ as identification, and known by me to be the _____ of the corporation named above, and acknowledged before me that he/she executed the foregoing instrument on behalf of said corporation as its true act and deed, and that he/she was duly authorized to do so.

WITNESS my hand and official seal this ____ day of _____, 20 ____.

NOTARY PUBLIC

Print Name: _____

My Commission Expires: _____



May 8, 2015 (Rev. 2)

Mr. Nathaniel (Nate) Boyd EI, LEED AP
Energy Project Manager
City of Orlando, Office of Business and Financial Services
Fleet and Facilities Management Division
1010 S. Westmoreland Drive
Orlando, Florida 32805

**Re: RQS13-0497, Orlando City Hall Energy Efficiency Improvements, Design, CA & Cx
TLC #113096
Professional Engineering Services Proposal**

Dear Mr. Boyd:

TLC Engineering for Architecture, Inc. (TLC) is pleased to submit the following fee proposal to provide professional engineering services for the referenced project. We look forward to and appreciate the opportunity to continue to work with you and your team on this project.

This proposal is revised from, and replaces, that previously submitted dated March 23, 2015 and April 10, 2015.

PROJECT DESCRIPTION:

The City of Orlando (the City) has embarked on a program to improve the energy efficiency of City Hall (approximately 250,000 GSF and 10 floors) with a goal of reducing power consumption and improving the City's carbon footprint. TLC is providing audit, design, and construction phase engineering services for the City Hall Energy Efficiency Improvement Project. In addition to defining and implementing specific energy conservation measures, the project includes the integration of all Building Automation Systems (BAS), Lighting Control Systems (LCS), plug load Energy Management Systems (EMS), and public access front-end display of energy and environmental impact results of the City's energy efficiency efforts into one native BACnet web-based access point. The five (5) main elevator systems in City Hall are also being replaced, as are the HVAC and lighting systems.

When we met on December 23, 2013 at your office, it was determined that TLC would first undertake the required services up to the point of starting production of Construction Documents. Those services included assessment, energy audit, and development of a Revit model. Now that the initial efforts are completed and the extent of proposed building modifications are known, TLC is now providing a second fee proposal to develop the Construction Documents and provide the required Construction Phase services and Commissioning. It is now projected that the cost of the proposed modifications will be approximately \$4.6M. (That figure does not include the cost of the elevator replacements, for which design and construction services have already been covered by Amendment to our Contract.)

Elements of the Project

At this time, the following measures are understood to be part of the project:

1. Implement controls replacement with a new BACnet building management system (BMS). All HVAC equipment and systems, domestic water heaters and lighting controls shall be interfaced with the new system. The new system shall be fully integrated into the City's existing ALC central BMS located at the Facilities main office.
2. Refurbish the built-up Penthouse AHU. This will include:

TLC ENGINEERING FOR ARCHITECTURE, INC.
255 South Orange Avenue . Suite 1600 . Orlando, FL 32801-3463
Phone 407.841.9050 www.tlc-engineers.com Fax 407.425.7367

- Thorough cleaning of liner, all components, coils, etc.
 - Coating of the liner.
 - Repair and reseal the casing.
 - Replace CHW piping insulation.
 - Add UV lighting to the SA plenum on the discharge side of cooling coil to prevent microbial growth in the plenum.
3. Replace all other AHUs in the building with similarly sized new equipment.
 4. Replace all chilled water control valves with two-way, pressure-independent "smart" control valves, such as the Belimo Energy Valve.
 5. Provide a bypass around the CHW pumps to facilitate flow of CHW when sufficient OUC pressure exists to serve the building.
 6. Replace all fan-powered VAV terminals.
 - Utilize parallel fan-powered terminals in perimeter zones.
 - Utilize SCR controllers on the electric heat.
 7. Revise the HVAC systems to maintain all areas of the building at a positive pressure relative to the outdoors in all possible control modes.
 - Add modulating RA dampers and controls to each floor at the RA shaft, to prevent excessive return from the upper floors, to equalize pressure throughout the building.
 - Increase OA volume delivered directly to the Penthouse AHU, and add air flow measurement and controls to the Penthouse OA intake to ensure consistent introduction of the ventilation air.
 - Increase OA volume delivered directly to the Penthouse AHU, and add air flow measurement and controls to ensure the delivered quantity is consistent across the entire system operational range.
 8. Externally insulate (w/ duct wrap) all sheetmetal SA ductwork not presently insulated and located above ceilings. This will prevent the SA ductwork from sweating and dripping condensate. Also insulate the vertical SA mains in the central RA shaft, if evidence of condensation is found.
 9. Replace all lay-in ceilings with new.
 10. Replace all ceiling air devices that are cut into the tectum ceiling panels with new lay-in air devices.
 11. Provide a substantial number of return air grilles throughout the facility to allow free air movement back to the central return air shaft. This will serve to prevent excessive negative pressure in the plenums.
 12. Replace the contaminated lined main SA ductwork in the Penthouse, resized for improved performance and energy efficiency, and fabricated to a minimum of 5" w.g. pressure class.
 13. Thoroughly inspect and test all main SA ductwork for leaks and damage. Repair as necessary, and reseal all.
 14. Reinforce the leaking main vertical SA ducts in the central shaft.
 - Reinforce to withstand minimum 4" w.g. static pressure down through the 4th Floor taps.
 - Below the 4th Floor taps, reinforced to withstand a minimum of 3" w.g.
 15. Thoroughly inspect (and/or test) all ductwork not being replaced for the presence of microbial growth, and thoroughly clean and disinfect where growth is detected.
 16. Thoroughly inspect all rigid duct board ductwork (located downstream of VAV terminals). Repair or replace as necessary.
 17. In unconditioned locations (such as the Penthouse), replace all fiberglass pipe insulation on the chilled water piping with closed-cellular glass type with all-service vapor barrier jacket.
 18. After the HVAC and lighting retrofit, peak building cooling load (CHW demand) will fall to well below 400 tons. Assist the City with demonstrating this reduction of peak CHW demand to OUC, for negotiating reduced CHW demand contracted rate from 500 tons to 400 tons.
 19. Replace most indoor lighting for maximized lighting power reduction using lighting with high-efficiency options.
 - All wall-mounted fluorescent tube fixtures shall be demolished; the walls shall be repaired and repainted light colors (in lieu of the current dark colors).
 - All indirect lighting mounted on top of cubicle walls and partitions shall be demolished wherever possible, and new lay-in, ceiling-mounted LED fixtures will be utilized.

- Where sufficient ceiling space does not exist (due to duct or structural constraints), the indirect lighting mounted on top of cubicle walls and partitions shall be retrofitted with LED fixtures or lamp replacements.
20. Implement daylight harvesting controls in perimeter offices and cubicle space. Provide occupancy sensors on indoor lighting, with interface to the HVAC controls. In addition to deactivating unused lighting, the HVAC feedback shall be utilized to make real-time setpoint adjustments, and factor occupancy into ventilation strategies (such as allowing VAV terminals to close)
 21. Replace the older electric water heater with a hybrid heat pump unit, and delete the restroom domestic hot water delivery from floors 4 and higher
 22. Replace the two (2) 10-ton split DX systems in the data center with CHW AHUs.

SCOPE OF SERVICES:

A. Design Phase

The Scope of Services for the Design Phase of the project is limited to the basic services, tasks and deliverables described below:

1. Provide the mechanical, electrical, and plumbing design, as well as related architectural design, for the implemented facility improvements. This will consist of
 - Refinement of the cooling and heating load calculations based on existing building envelope construction parameters, current equipment loads and current occupancy of the facility, and new retrofitted lighting, for "right-sizing" of new equipment
 - Equipment sizing and selection
 - Ductwork testing, cleaning, repair and replacement parameters
 - Control system replacement parameters to upgrade to a BACnet, web-based control system, and integrate the lighting and plug load EMS systems through an enterprise level portal with remote accessibility
 - Lighting photometric modeling and lighting replacement parameters
2. Develop construction documents (drawings and specifications) providing for the work to implemented. Interim deliverables will be provided at appropriate design completion levels (estimated at 30%, 60%, 90%).
3. Provide an estimate of probable construction cost at each interim design submittal.
4. Meet with the Client for design review once per submission and resolve review comments before moving forward with the design.
5. Prepare reports in support of the City's bond or other efforts.
6. Attend meetings with City staff, proposers, regulatory agencies and the public.
7. Furnish final contract documents as follows: Electronic (PDF) files of the construction documents, six (6) sets of signed and sealed drawings and specifications for permitting, and a final estimate of probable construction cost.
8. Assist in the resolution of the Permitting Authority's review comments and provide revised drawings and specifications as required. (Submission of documents to the Permitting Authority and payment of associated fees shall be by others.)

B. Construction Phase

The Scope of Services for the Construction Phase of the project is limited to the basic services, tasks and deliverables described below:

1. Attend one (1) pre-bid meeting per facility to provide a general overview of the project and assist the City with questions from the bidders.
2. Assist the City in responding to Contractor pre-bid questions and provide an Addendum if required.
3. Assist the City in evaluating bids.

4. Attend one (1) pre-construction meeting.
5. Provide the City with limited consultation during the construction process, and assist in resolving construction issues, providing sketches as applicable. Assist the City in claims negotiation and dispute resolution, and assist with the review and preparation of change orders.
6. Answer Contractor Requests for Information (RFI's).
7. Review the Contractor's submittals.
8. Assist the Client in the review of the Contractor's pay requests and make recommendations regarding the amount of pay due.
9. Provide technical staff to attend scheduled construction meetings and provide construction observation (including written field observation reports) throughout the course of active construction.
10. Make one (1) Substantial Completion observation and provide a report (per construction phased area).
11. Make one (1) Final Completion observation and provide a report.
12. Incorporate contractor red-line mark-ups into the original construction drawings for Record Drawings.

C. Commissioning Services

TLC will provide Fundamental (Construction) Commissioning of the project limited to the basic services, tasks and deliverables described below:

1. TLC will designate an individual as the Commissioning Authority (CxA) to lead, review and oversee the completion of the Cx process activities. The CxA will report results, findings, and recommendations directly to the City.
2. The CxA will develop and implement the Commissioning Plan. An initial preliminary Commissioning Plan will be developed during the design phase. It will be reviewed with the design and construction team to achieve buy-in from all team members. The Commissioning Plan will be updated throughout the course of design and construction phases.
3. The CxA will conduct a design review of the design documents at 90% completion state and will back-check the review comments in the subsequent design submission.
4. Coordinate and integrate Cx activities into the project's construction schedule with the assistance of the contractor.
5. Lead a Cx kickoff meeting to discuss Cx procedures, roles and responsibilities and purposes of the Cx process and activities.
6. Review contractor submittals applicable to systems being commissioned. This review shall be concurrent with Architect/Engineer (A/E) reviews and submitted to the design team and the City.
7. Conduct and lead periodic Cx meetings with the O/A/E/C team. In general, these meetings will be held on the same day as regularly scheduled construction meetings, so as not to cause excessive numbers of additional meetings for the team.
8. Conduct periodic site observation visits to review the installation of systems being commissioned and witness some equipment start up. A report will be issued to the City after each visit.
9. Develop and maintain an issues log to document outstanding deficiencies and action items stemming from the construction and acceptance phases. The issues log will be issued to the City and the construction team at least monthly.
10. Verify the contractor develops and implements equipment start-up procedures and system verification checklists (Pre-Functional Tests) for each piece of equipment. TLC will ensure these checklists are completed and will document the procedure as part of the final Cx report and binder as described in the Post Occupancy Phase below.
11. Verify the controls contractor carries out point-to-point control checks, and documents the results on checkout sheets. These checks confirm that all control-point wiring has been correctly installed and terminated, sensors have been calibrated, and field devices operate

- correctly. TLC will review, comment as necessary and include this document in the final Cx binder developed following substantial completion
12. Review the final air and hydronic (where applicable) test and balance (T&B) report completed by the T&B contractor. TLC will field verify 10% of T&B information with the T&B contractor.
 13. The CxA will lead the team in the functional performance testing and will verify the installation and performance of the each of the systems to be commissioned. In accordance with the sampling rates outlined below, TLC shall develop and complete the functional performance testing for each piece of equipment and system to measure discrete operations and the interoperability of systems and components, to verify all systems are operating in compliance with the construction documents, and the Cx plan. As part of the functional testing phase, TLC will verify setup of appropriate trending logs. Trend logs will be reviewed for compliance with proper system operation.
 14. The CxA will work with the contractor and design team to assist in the development of systems manuals that provide future operating staff the information needed to understand and optimally operate the commissioned systems.
 15. The CxA will verify that the requirements for training operating personnel and building occupants are completed in accordance with the design documentation. Verification will be accomplished through review of Training agendas, sign-in sheets and video.
 16. The CxA will return to the site to review building operation within 10 months after substantial completion with O&M staff and occupants. The CxA will assist in a plan for resolution of outstanding commissioning-related issues.
 17. Conduct one (1) off-season site visit to perform functional performance tests (FPT) to ensure proper heating season operation in accordance with the design documents.
 18. Produce and distribute a final Cx report and binder to document the results of the Cx process. The report shall include an executive summary, list of outstanding issues, completed system verification checklists and functional performance test forms as well as all ductwork leakage testing checklists, test and balance report and start-up and system verification checklists developed by the contractor.
 19. **SYSTEMS TO BE COMMISSIONED:** The Commissioning process activities shall be completed for the following energy-related systems, at the quantity listed (as applicable to each facility).

Systems and Major Equipment	Included in Cx Scope of Work?	Quantity to be Commissioned
Mechanical Equipment		
Air Handling Units, Fan Coil Units	Yes	100%
Terminal Units (VAV)	Yes	25%
Chilled Water Pumps and Bypass	Yes	100%
Exhaust Fans	Yes	25%
HVAC Controls (representative sequences)	Yes	100%
HVAC Controls (sensor and feedback data)	Yes	100%
TAB Services (recheck of measured data)	Yes	25%
Electrical Equipment		
Interior Building Lighting Controls	Yes	100%
Exterior Building Lighting Controls (not inc. parking lot lighting)	Yes	100%
Plumbing Systems		
Water Heaters	Yes	100%
Hot Water Pumps	Yes	100%
Domestic Water Booster Pumps	Yes	100%

Notes:

1. Only exhaust fans larger than 1 HP will be included with the Cx effort.
2. Controls system operation will be primarily verified through data trending using the existing controls front-end system. If necessary, functional testing would occur during investigation phase to examine specific issues of concern.
3. Review of TAB activities will be done with spot checking of measured values in TAB Report. Spot checking to be performed by the TAB contractor, using the measurement devices used in the initial report, and witnessed by the CxA.
4. The contractor and subcontractor will perform all tests and TLC shall witness tests as indicated above.
5. The contractor shall be responsible for any damages resulting from equipment start-up or testing.

QUALIFICATIONS

Our Scope of Services shall be limited by the following Qualifications:

1. Drawing reproduction will be by others. Any reproduction costs (except as necessary for in-house coordination) incurred by TLC shall be treated as a reimbursable expense at direct cost.
2. Our review of the Contractor's submittals is limited to one (1) complete initial submittal package and one (1) complete resubmittal. Review of subsequent resubmittals, or submittals not in accordance with the Engineer's specified requirements, shall be considered additional services.
3. Construction Phase Services are limited to reviewing Submittals and Shop Drawings and observing the work (limited to the frequency described above) to determine in general, if the work is being performed in a manner that will be in accordance with the contract documents, when completed. Frequent, exhaustive, and/or corrective site visits to check the quality or quantity of the work are excluded from basic services. Corrective work or site visits for modifications or repairs due to contractor or subcontractor errors or omissions are excluded from basic services, including additional drawings, calculations or modifications that may be required by the building official.
4. A lengthened, phased construction schedule is anticipated.

CHARGES FOR SERVICES

We propose to provide the above-described Scope of Services for a **lump sum fee** broken down as follows:

PHASE / SERVICE	TLC ENGINEERING	MILAN ENGINEERING MBE Sub- Consultant: <i>Staff Extension</i>	MONTGOMERY CONSULTING GROUP WBE Sub- Consultant: <i>Cost Estimating</i>	RHODES + BRITO ARCHITECTS MBE Sub- Consultant: <i>Architectural</i>	TOTALS
Design Phase	\$190,957	\$63,892	\$23,471	\$27,880	\$306,200
Construction Phase (extended)	\$88,407	\$15,973	-	\$4,920	\$109,300
Commissioning Services	\$109,427	\$15,973	-	-	\$125,400
TOTAL LUMP SUM FEE	\$388,791 (71.88%)	\$95,838 (17.72%)	\$23,471 (4.34%)	\$32,800 (6.06%)	\$540,900

As discussed in the original solicitation response and short list interview, TLC regularly partners with M/WBE firms to facilitate projects. Unlike the architectural and cost estimating scopes, the shared

engineering scope is less defined. As such, Milan Engineering will provide "staff extension" to TLC during the design, construction and commissioning phases of the project. TLC will utilize Milan technical staff to supplement its own staff as follows:

- Design Phase: During the design phase, Milan staff member(s) will reside in TLC's office working side by side TLC's own staff on the project, to improve design efficiency and coordination.
- Construction Phase: Milan staff will support TLC in performing periodic construction observation, assistance resolving issues, developing punch lists, development of record drawings, etc.
- Commissioning: Milan staff will support TLC Cx staff in performing Cx observation and testing.

TLC will typically utilize Milan staff at their "Engineer" level (\$82.50 rate) to supplement its own staff. It is estimated that Milan "engineer" level staff will contribute approximately 1,000 hours to the project, two-thirds of which will occur during the Design Phase. During the process, Milan management-level staff will also be involved. Total Milan utilization is anticipated as indicated above and in their attached sub-consultant proposal. **See attached Sub-Consultant proposals.**

Project expenses shall be reimbursed at direct cost. Reimbursable expenses shall include all out-of-county travel-related costs, (TLC's Orlando office to be considered point-of-origin for all trips), reprographics/bulk printing (except as required for in-house coordination), courier services, shipping and express mail.

Additional Services not listed in the Scope of Services above may be provided by a negotiated additional lump sum fee.

Billings will be monthly and will be based upon percentage of services completed and expenses incurred at the time of billing. Each month, invoicing will be broken down into the categories indicated above, with a "percent complete" indicated for each of the categories. (For example, 75% of design, 5% of commissioning, etc.)

PROJECT SCHEDULE

The City of Orlando requested that TLC provide an estimated schedule of milestones. TLC estimates the following schedule may be kept, provided this proposed amendment is approved by June 15, 2015:

<u>Amendment Approval</u>	June 15, 2015
<u>Design Phase</u> -- Completion of design documents and specifications. Assumes reviews at 30%, 60% and 90% levels of completion.	+6 months December 15, 2015
<u>Bid Process</u> -- Advertising, bidding and contract development and execution.	+2 months February 15, 2016
<u>Construction</u> -- Construction is anticipated to occur in phases, with the building occupied.	+16 months June 15, 2017
<u>Commissioning</u> -- Commissioning of systems is complete. Note there is overlap of the commissioning period with the construction period.	+2 months August 15, 2017

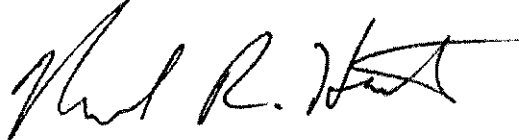
The above schedule is an estimate. TLC has no reasonable or contractual control over the speed at which the City can bid and contract the work, or the Contractors' means and methods, speed of operations, or ability to complete the work. Similarly, since the schedule of commissioning relies heavily upon the contractors' ability to complete their work, and the readiness of that work for functional testing, we have no direct control of the timing of that phase either.

If this proposal is acceptable, please issue an Amendment to our Contract for execution.

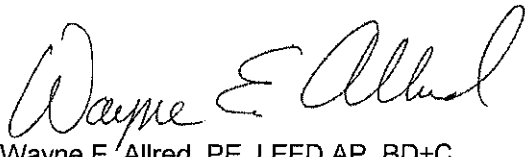
Please give us a call with any questions or comments.

Sincerely,

TLC ENGINEERING FOR ARCHITECTURE, INC.

A handwritten signature in black ink, appearing to read "Michael R. Hartley". The signature is fluid and cursive, with a prominent initial "M" and a stylized "H".

Michael R. Hartley, PE, CIAQP, LEED AP, CxA
Associate / Senior Mechanical Engineer

A handwritten signature in black ink, appearing to read "Wayne E. Allred". The signature is fluid and cursive, with a prominent initial "W" and a stylized "A".

Wayne E. Allred, PE, LEED AP BD+C
Principal / Division Director

Professional Services Proposal & Agreement

Client Information:
(hereinafter called "client")

Michael R. Hartley, PE, CIAQP, LEED AP, CxA
Associate & Senior Mechanical Engineer
TLC Engineering for Architecture
O: 407-487-1142 - M: 407-496-2082
E: mike.hartley@tlc-eng.com

Date:

April 8, 2015

Project Name:

City Hall Continuation

Engineering Consultant:
(hereinafter called "MEI")

Milan Engineering, Inc
925 South Semoran Blvd, Suite 100
Winter Park, Florida, 3279

DESCRIPTION OF SCOPE

Milan shall provide client with the following professional services:

Documents Phase

Construction Documents	Support Client (TLC) with an extended staff for MEP Engineering Services for the continuing of construction documents for the City Hall 55 Buildings Project.
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FEE SCHEDULE

Engineering Services	\$95,838.00
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This Agreement entered into as of the day and year first written above.

Milan Representative:

Client Representative:

(Signature)

Mitesh K. Smart, President

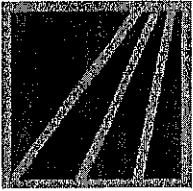
(Signature)

(Printed name and title)

Mechanical
Electrical
Plumbing
Fire Protection
Technology

925 S Semoran Blvd | Suite 100
Winter Park, FL 32792
t: 407.678.2055 f: 407.678.2088

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PLANNING | ENVIRONMENTAL | ENGINEERING: TRANSPORTATION | AVIATION | INFRASTRUCTURE

March 23, 2015

Mr. Michael R. Hartley, PE, CIAQP, LEED AP, CxA
Associate & Senior Mechanical Engineer
TLC Engineering for Architecture
255 South Orange Avenue, Suite 1600
Orlando, FL 32801-3463

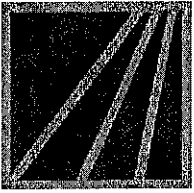
Reference: **Proposal for Cost Estimating Services**
City of Orlando – Orlando City Hall Energy Efficiency Improvements – Design Services

Dear Mr. Hartley:

We are pleased to provide cost estimating support services to TLC Engineering for Architecture (TLC) for the Orlando City Hall Energy Efficiency Improvements for Design Services. We propose the following services for cost estimating:

ACTIVITY	Total Fees
30% DL Estimating	
a. Provide estimate package	
b. Review with Project Team / Meetings	
c. Incorporate comments, provide final estimate package	
Subtotal Lump Sum Fee:	\$ 6,937.24
60% DL Estimating	
a. Provide estimate package	
b. Review with Project Team / Meetings	
c. Incorporate comments, provide final estimate package	
Subtotal Lump Sum Fee:	\$ 6,484.02
90% DL Estimating	
a. Provide estimate package	
b. Review with Project Team / Meetings	
c. Incorporate comments, provide final estimate package	
Subtotal Lump Sum Fee:	\$ 5,764.36
100% DL Estimating	
a. Provide estimate package	
b. Review with Project Team / Meetings	
c. Incorporate comments, provide final estimate package	
Subtotal Lump Sum Fee:	\$ 4,284.87

Total Lump Sum Fee (DL): \$23,470.49



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We have assumed our estimates will be transmitted electronically (no hard copies will be provided), and TLC will provide electronic copies in PDF format and at least one set of hard-copy documents for each design level submittal our use. We will have not included reproduction costs in our budget.

We look forward to the opportunity to work with TLC on this project. Should you have any questions, please do not hesitate to contact me at the office or on my mobile at 407-620-5787.

Yours truly,

Monty Gettys
President

**RHODES+BRITO ARCHITECTS
CONTRACT FOR
ARCHITECTURAL SERVICES**

The following **Agreement** made as of April 10, 2015, for providing architectural services as defined in Article 2 – Scope of Basic Services for:

**Orlando City Hall Energy Efficiency Improvements
Phase II - Design**

This **Agreement** is between:

PRIME

CONSULTANT: TLC Engineering for Architecture, General Corporation
255 S. Orange Ave.
Suite 1600
Orlando, FL 32801-3463
Contact: Michael Hartley

AND

ARCHITECT: Rhodes+Brito Architects Inc.
605 East Robinson St.
Suite 750
Orlando, FL. 32801
FL. License: AA 0002809
Contact: Ruffin Rhodes, AIA



ARTICLE 1. UNDERSTANDING OF THE PROJECT

- 1.1 City of Orlando, hereinafter referred to as OWNER has requested TLC, hereinafter referred to as PRIME CONSULTANT to provide professional services to provide an energy analysis of Orlando City Hall. TLC has requested that Rhodes+Brito Architects hereinafter referred to as ARCHITECT, provide support services for the study, as outlined in Article 2 of this Agreement.
- 1.2 Orlando City Hall is approximately 250,000 GSF and 10 floors. Work for the City Hall project will be issued in 2 phases. Phase 1, an energy analysis is complete. Phase II, Design is included in this scope.
- 1.3 ARCHITECT's scope in design is to provide reflected ceiling plans for each floor, identifying new materials, existing devices to remain, and transitional details between materials.
 - 1.3.1 Most existing ceilings will require removal and replacement to accommodate new HVAC work.
 - 1.3.2 New lighting will necessitate new fixture locations within the ceiling system.
- 1.4 TLC will provide to ARCHITECT new diffuser layouts and lighting layouts for each ceiling.

ARTICLE 2. SCOPE OF BASIC SERVICES

- 2.1 Architect will provide support services to the PRIME CONSULTANT including the following:
 - 2.1.1 Use REVIT model (developed in Phase I) for "backgrounds", with some minor tweaks;
 - 2.1.1.1. ARCHITECT will manage the REVIT model for the design team.
 - 2.1.2 Field investigation to confirm existing conditions relative to the HVAC design;
 - 2.1.2.1. ARCHITECT will review existing conditions that are readily visible, without need for destructive explorations or testing of existing conditions.
 - 2.1.2.2. ARCHITECT will identify such existing devices as sprinkler heads, FA strobes, speakers, etc. that will need to remain or be re-installed;
 - 2.1.3 Developing reflected ceiling demolition plans and reflected ceiling new construction plans for each floor;
 - 2.1.4 Attend up to three (3) meetings during design, at TLC offices or City Hall.
 - 2.1.5 Provide finish schedules, door schedules (if necessary) color schedules;
 - 2.1.5.1. Finish selection for wall surfaces is limited to paint colors.
 - 2.1.6 Provide Division 09, 06, and 08 specifications as necessary;
- 2.2 Provide signed and sealed documents for permit application.
 - 2.2.1 Respond to and incorporate building department comments during permit review.

- 2.3 Construction Administration Services: ARCHITECT will review specified submittals, review and respond to contractor requests for information (RFI) during bidding and construction and will attend two (2) site visits/meetings during construction.
- 2.3.1 Review of submittals and RFI's is limited to work included on architectural sheets and in the Division 06, 08 and 09 specification sections.
- 2.4 ARCHITECT will provide record documents at Project Closeout, based on contractor mark-ups.
- 2.5 Deliverables
 - 2.5.1 ARCHITECT will provide electronic files including:
 - 2.5.1.1. Revit version 2014 model of general architectural elements of the building, for use energy modeling and for use by PRIME CONSULTANT's mechanical system modelers and designers.
 - 2.5.1.2. Documents in MSWord and PDF of report elements for the written report.

ARTICLE 3. RESPONSIBILITIES OF OWNER, PRIME CONSULTANT AND ARCHITECT

3.1 OWNER SHALL:

- 3.1.1 Allow ARCHITECT access to the site, including windows, rooms and service areas.
- 3.1.2 Make available to ARCHITECT any and all available survey drawings of the project site.
- 3.1.3 Provide available as-built drawings of the original (and any subsequent modifications) of the engineering drawings of the City Hall.

3.2 PRIME CONSULTANT shall:

- 3.2.1 Pass available information from OWNER to ARCHITECT.
- 3.2.2 Shall document meetings with the ARCHITECT and OWNER and distribute notes for review and distribution.
- 3.2.3 Shall provide all necessary reprographics and printing for deliverables to OWNER.

3.3 ARCHITECT

- 3.3.1 ARCHITECT shall provide all services and work products as defined in Article 2. This work and service shall be performed as expeditious as reasonably and professionally possible.
- 3.3.2 ARCHITECT will maintain confidentiality on specific information designated as such by the OWNER.

ARTICLE 4. ASSUMPTIONS, CLARIFICATIONS AND EXCLUSIONS

- 4.1 The following items are assumptions, clarifications and exclusions qualifying our proposal and scope of work. The ARCHITECT reserves the right to modify the proposed fee for this project should the PRIME CONSULTANT elect to include and or revise these qualifications.
 - 4.1.1 It is acknowledged by the PRIME CONSULTANT that the ARCHITECT's scope of basic service DOES NOT include any services related to the detection and abatement of asbestos, toxic or hazardous materials, or other environmental hazards in or about the existing facility and property. It is agreed that the PRIME CONSULTANT or OWNER will retain appropriate specialist consultants or contractors to identify, abate and/or remove the asbestos, hazardous or toxic materials. The PRIME CONSULTANT agrees to waive all claims against the ARCHITECT, its officers, directors, employees and sub-consultants

arising from or in any way connected with the existence of asbestos, or other environmental hazards on or about the existing facility and site.

4.1.2 Permitting fees are not included in this proposal.

4.1.3 The ARCHITECT and the PRIME CONSULTANT acknowledge that the Scope of Work is limited to the items listed in ARTICLE 2 of this proposal.

4.1.4 PRIME CONSULTANT recognizes that the following services are NOT included in this Contract:

4.1.4.1. Cost estimating services

4.1.4.2. Review of pay applications or contractor change requests during construction.

4.1.4.3. Property Survey

4.1.4.4. Destructive testing or demolition for the purpose of confirming existing conditions

4.1.4.5. Environmental assessments / Resolutions / Mitigation Calculations

4.1.4.6. Cost of reproduction of documents

4.1.4.7. Design, analysis or repair of building envelope components, such as window systems or roof systems.

4.1.4.8. Investigation or mitigation design of water intrusion.

4.1.4.9. Investigation or mitigation of mold or microbial contamination.

4.2 This agreement does not include fees or services to assist OWNER in obtaining Special Exceptions, Variances, or Permitting.

4.3 This agreement does not include compilation, production or review of final deliverables to the OWNER.

ARTICLE 5. COMPENSATION

5.1 OWNER agrees to compensate and make payments to ARCHITECT for services described in Article 2 as follows:

5.1.1 TOTAL LUMP SUM FEE: Thirty-Two Thousand Eight-Hundred dollars and 00 cents (\$32,800.00) distributed between phases as follows:

5.1.1.1. Design Services: \$27,880.00

5.1.1.2. Construction Administration: \$4,920.00

5.2 An invoice will be submitted monthly on a percent complete basis. Payment of invoices including any reimbursable expenses incurred is expected within 10 business days from PRIME CONSULTANT's receipt of payment from OWNER.

ARTICLE 6. REIMBURSABLE EXPENSES

6.1 Reimbursable expenses are not anticipated. PRIME CONSULTANT will include costs of all deliverables, mailing, photography, delivery and printing required for submittal to OWNER.

6.1.1 ARCHITECT will request prior authorization from PRIME CONSULTANT for any expenses not included in the LUMP SUM FEE.

ARTICLE 7. ADDITIONAL SERVICES

7.1 The ARCHITECT will notify the PRIME CONSULTANT prior to initiating any changes requiring additional service fees. If the PRIME CONSUSLTANT refuses to approve such additional service or deem it unnecessary the Architect will NOT provide the service.

THIS AGREEMENT IS AUTHORIZED BY:

Joseph W. Baker, AIA
Rhodes+Brito Architects, Inc.

Date: _____

Michael R. Hartley, P.E.
TLC, Inc.

Date: _____

cc: Linda Almeida, file