

**CELEBRATION
COMMUNITY DEVELOPMENT DISTRICT**

AGENDA PACKAGE

Wednesday, February 7, 2024

Remote Participation:

Zoom: <https://us02web.zoom.us/j/3797970647>, Meeting ID: 3797970647

--or--

Call in (audio only) (415) 762-9988 or (646) 568-7788, 3797970647#



313 Campus Street
Celebration, Florida 34747
(407) 566-1935

Agenda

Celebration Community Development District

Board of Supervisors:

Greg Filak, Chairman
Tom Touzin, Vice Chairman
David Hulme, Assistant Secretary
Jack McLaughlin, Assistant Secretary
Cassandra Starks, Assistant Secretary



Staff:

Angel Montagna, District Manager
Jan Carpenter, District Counsel
Jay Lazarovich, District Counsel
Mark Vincutonis, District Engineer
Russell Simmons, Field Manager

Special Meeting Agenda Wednesday, February 7, 2024 – 6:00 p.m.

1. **Call to Order and Roll Call**
2. **Pledge of Allegiance**
3. **Public Comment Period**
4. **Proposals for Potential Community Center** (*provided under separate cover*)
5. **Proposal for Engineering Services for a Recreation Park/Ball Fields**
6. **Public Comment Period**
7. **Adjournment**

The next meeting is scheduled for Tuesday, February 27, 2024

District Office:

313 Campus Street
Celebration, FL 34747
407-566-1935

www.CelebrationCDD.org

Meeting Location:

In person: 313 Campus Street, Celebration, FL
Participate remotely: Zoom <https://zoom.us/j/3797970647>
OR dial 415-762-9988 or 646-568-7788, ID 3797970647

Section 5

Engineering Proposal



HANSON, WALTER & ASSOCIATES, INC.

PROFESSIONAL ENGINEERING, SURVEYING & PLANNING

ADDENDUM TO LETTER OF AGREEMENT

January 23, 2024

Celebration Community Development District
313 Campus Street
Celebration, FL 34747
Attn: Angel Montagna, District Manager
Angel.Montagna@inframark.com

Re: **Celebration Island Village Recreation Park / Celebration Boulevard / Celebration CDD**
HWA Job No. 4204-18

Hanson, Walter & Associates, Inc. is pleased to provide you with this proposal for professional services in connection with your proposed project that is proposed to include two (2) natural turf little league fields, a possible skate park element, a parking area, and a restroom/concession building follows:

Land Surveying Services:

1. Prepare a Boundary & Topographic Survey of the adjacent portions of the Reedy Creek Improvement District Parcels 0016-0000 & 0090-0000 from approximately the southwest corner of the CCDD parcel to approximately 1,000-ft northeast of the 90-degree bend in the access road to the existing triangular parcel, and the adjacent portions of Parcels TRAC-6010, 0001-0016 & 0001-0015 and the adjacent portion of Celebration Blvd to include the location of all existing utilities and easements of record, as disclosed in the Title Commitment provided by the Client. Also includes locating all utilities and wetland jurisdictional lines as marked by others and topography within the shoulder of adjacent Interstate I-4.. **\$ 8,000.00**

Total Land Surveying Services \$ 8,000.00

Sub-Consultant Services: Not all proposals have been received to date.

Ground Penetrating Radar Survey Sub-Consultant Services:

1. Provide utility locating and gas main depths using ground penetrating radar and soft digs and or probing to locate and determine depths of the existing gas mains, electrical duct banks, water and reclaimed mains in the area northeast of the ECDD booster pump area where a potential roadway connection to Celebration Blvd. and dry stormwater ponds are proposed per the attached proposal from Allen & Company dated Jan. 23, 2024. **\$5,735.00**

Landscape Architect Sub-Consultant Services:

- 1. Prepare Landscape Plans meeting local code standards, Irrigation Plans as well as provide landscape inspection services and bid administration services for the project area to include:
 - a. Strategic placement of planting elements on the project
 - b. Selection of species and varieties as governed by the requirements of the project and the desired intent of the owner.
 - c. Provide landscape materials lists based on the specified areas.
 - d. Schematic placement of irrigation components according to the requirement of the planting design and the desired intent of the owner.
 - e. Provide irrigation materials list based on the specified areas.
 - f. Address TCC, County, and Utility comments and prepare plan revisions and responses as required.
 - g. Attend five (5) project meetings, provide bid review, address bid requests for information, review shop drawing submittals, attend one (1) pre-construction meeting, provide two (2) project inspections, and one (1) final inspection.

..... \$ **TBD**
 - 2. If required or requested by Osceola County, increase the above listed scope of work to include Tree Mitigation..... **\$ TBD**
 - 3. If required or requested, increase the above listed scope of work to include adding St. Augustine sod and the necessary irrigation system around the proposed building structure. **\$ TBD**
 - 4. If required or requested, increase the above listed scope of work to include adding landscape buffering to screen the elementary school side..... **\$ TBD**
 - 5. If required or requested, increase the above listed scope of work to include details and or specification of fencing, site furniture and other furnishing. **\$ TBD**
- Total Landscape Sub-Consultant Services \$ TBD (ESTIMATE \$15,000)**

Geotechnical Engineering Sub-Consultant Services:

1. Provide Geotechnical Exploration to consist of eighteen (18) soil borings as follows:
 - a. Restroom Building – One (1) SPT boring to a depth of 15 feet bls.
 - b. Parking Lot and Driveway Connections -four (4) SPT borings to a depth of 10 feet bls.
 - c. Dry Ponds/Swales – Seven (7) SPT borings to a depth of 15 feet bls.
 - d. Baseball Fields – Two (2) SPT borings to a depth of 10 feet bls.
 - e. Skate park – One (1) SPT boring to a depth of 10 feet bls.

Provide an Engineering Report containing the following:

- a. Soil boring logs and classifications.
- b. Presence or lack of unsuitable soils.
- c. Existing groundwater levels and estimated seasonal high levels.
- d. Site preparation recommendations
- e. Foundation design recommendations
- f. Pavement design recommendations
- g. Stormwater system design parameters
- h. Drawdown & recovery analysis of the proposed dry retention facilities.

..... \$ TBD (ESTIMATE \$15,000)

Site Lighting Electrical Engineer Sub-Consultant Services:

1. Prepare site lighting plans and specifications for the field parking area and drives. \$ TBD
2. Prepare site lighting plans and specifications for the two (2) baseball field areas and the skate park areas. \$ TBD

Total Site Lighting Electrical Engineer Sub-Consultant Services..... \$ TBD (ESTIMATE \$30,000)

Environmental Sub-Consultant Wetland Permitting Services:

1. Wetland Flagging..... \$ TBD
2. Prepare an environmental assessment report.
3. Environmental Resource Permitting Services with the South Florida Water Management District, Reedy Creek Improvement District, and Army Corps of Engineers as applicable..... \$ TBD

This scope does not include: 1) Quantitative sampling for water quality, flora, fauna, benthos, or sediment; 2) Any mitigation design plans or mitigation permitting; 3) Any permitting or coordination efforts with the wildlife resource agencies; 4) More than two (2) responses to any request for additional information for any regulatory agency; and 5) Preparation of engineered site plans and mitigation drawings.

Total Environmental Sub-Consultant Services \$ TBD (ESTIMATE \$14,000)

Gopher Tortoise Surveying and Re-Location Sub-Consultant Services:

- 1. Conduct a General Listed Species Survey to cover a minimum of 20% of the project site (approx. 8 Acres) to document the occurrence and relative abundance of species considered Endangered, Threatened or of Special Concern by the USFWS.

Conduct a specific field survey on the project site (approx. 8 acres) to include a 100 percent survey of suitable and representative habitats to locate gopher tortoise burrows and estimate overall density of gopher tortoises for the project site. Observe burros will be categorized as active, inactive, or abandoned. Each burrow will be staked and marked with highly visible flagging tape and located using a hand held GPS units.

A report detailing the finding of the general listed species and the 100% gopher tortoise survey will be prepared that includes figures depicting the observed burrow locations, and recommended captures methods based on the potential burrow location’s proximity to known buried utilities (i.e. the gas mains)

..... **\$ TBD (ESTIMATE \$3,000)**

Notes: Once the 100% gopher tortoise survey is completed and the number of active burros identified, a gopher tortoise re-location proposal will be submitted. Once the General Listed Species survey is completed and if any species are identified, a proposal for the permitting and or mitigation will be submitted.

Traffic Engineer Sub-Consultant Services:

- 1. Prepare a traffic study for the project quantifying average daily and peak hour trips to determine any offsite improvements that may be needed for submittal to Osceola County for approval, to include addressing agency revisions and subsequent resubmittals.. **\$ TBD (ESTIMATE \$15,000)**

Total Sub-Consultant Services: \$ TBD (ESTIMATE \$97,735)



HANSON. WALTER & ASSOCIATES, INC.

PROFESSIONAL ENGINEERING, SURVEYING & PLANNING

8 Broadway, Suite 104 – Kissimmee, Florida 34741-5708 – Phone: 407-847-9433
 Engineering Fax: 321-442-1045 – Surveying Fax: 407-847-2499 – Email: hwa@hansonwalter.com
 Website: www.hansonwalter.com

Engineering Consulting, Design, and Permitting Services:

1. Prepare preliminary site development construction plans and preliminary drainage calculations to include a preliminary; existing conditions and erosion control plan; overall site plan; a site layout & dimension plan for the fields and parking areas; paving, grading & drainage plan(s), signage & striping plan, water, sewer & re-claimed utility plan; erosion control plan; typical cross sections; and construction details and specifications for submittal to the gas and electric companies.....
..... **\$ 40,000.00**

2. Prepare submittals of preliminary construction plans to the gas and electric companies for initial review, to include meetings and correspondence and reviewing and addressing requested revisions and comments that do not substantially change the layout of the project and one (1) and subsequent re-submittal of preliminary construction plans. **Time & Materials Budget: \$ 7,000.00**

3. Prepare final site development construction plans (SDP) to include to include a final existing conditions and erosion control plan; overall site plan; site layout & dimension plan for the fields and parking areas; paving, grading & drainage plan(s), signage & striping plan, water, sewer & re-claimed utility plan; lift station plan & details; erosion control plan; typical cross sections; and construction details and specifications. Includes preparation of the County SDP application and supporting documentation for submittal to Osceola County for review and approval to include addressing Agency requested revisions and comments and the subsequent re-submittal(s) for approval. **\$ 24,000.00**

4. Provide permitting through The Celebration Company (TCC) for approval of the construction plans, to include meetings, correspondence and addressing agency requested revisions and subsequent re-submittal(s) **Time & Materials Budget: \$ 5,000.00**

5. Prepare primary system stormwater drainage calculations, flood routings, and nutrient loading calculations for the stormwater management system dry pond(s). And prepare the secondary storm sewer hydraulic calculations for the storm sewer and swale collection and roof drain systems to service the fields, parking and driveway areas, skate park area, and restroom & concessions building. **\$ 10,000.00**

6. Provide permitting through Central Florida Tourism Oversight District (fka Reedy Creek Improvement Improvement District) for approval of the construction plans and the stormwater management system serving the project areas to include addressing agency requested revisions, and subsequent re-submittals. **\$7,000.00**

7. Prepare a SFWMD Environmental Resource Permit (ERP) application and supporting documentation for submittal to the SFWMD for review and approval of the construction plans and stormwater management system serving the project areas to include addressing agency requested revisions and subsequent re-submittals..... **\$ 10,000.00**

- 8. Prepare the NPDES Notice of Intent application and Storm Water Pollution Prevention Plan (SWPPP) for submittal to the FDEP for notice of intent for stormwater discharge and approval of the erosion control plan..... **\$ 1,500.00**
 - 9. Prepare potable water, fire flow, and reclaimed hydraulic calculations and report to include performing a fire hydrant flow test for submittal to the utility agencies **\$ 5,000.00**
 - 10. Prepare wastewater lift station & sewer forcemain hydraulic calculations and report and prepare a lift station construction plan and details for submittal to the utility agencies..... **\$ 6,000.00**
 - 11. Provide permitting with the Enterprise CDD for approval of the water, reclaimed, and wastewater utility systems to include addressing agency requested revisions and subsequent re-submittals.
..... **\$ 4,000.00**
 - 12. Prepare the Florida Dept. of Environmental Protection (FDEP) potable water distribution permit and wastewater collection system permit applications and supporting documentation for submittal to the Enterprise CDD, the Toho Water Authority, and to FDEP for permitting the water and wastewater systems to include addressing agency requested revisions and subsequent re-submittals.
..... **\$ 4,000.00**
 - 13. Provide project administration services during the design, permitting, and bidding process to include meetings, site visits, coordination, incorporating requested minor design changes, alternatives analysis, preparing cost estimates and bid quantity tabulations, provide bid review and addressing bid requests for additional information and correspondence with Client, Architect, team sub-consultants, and permitting agencies as requested or as necessary
..... **Time & Materials Budget: \$ 18,000.00**
- Total Engineering Consulting, Design, and Permitting Services: Budget \$ 141,500.00**

Post Design and Construction Administration Services:

- 1. Provide post design construction administration services to include pre-construction meetings, meetings and coordination with Client, Architect, team sub-consultants, and Contractor as necessary or requested during construction and close-out, review and address construction requests for information, review and approval of shop drawings, review and approval of Contractor payment applications, provide site visits and meeting during construction as necessary or requested including inspecting installed erosion control measures..... **Time & Materials Budget: \$ 12,000.00**
- 2. Provide part-time construction observation services consisting of an average of 3 hours per week during site work construction to ensure compliance with the permitted construction documents and specifications for an estimated construction duration of eight (8) months
..... **Time & Material Budget: \$ 15,000.00**

- 3. Prepare Certification of Construction documentation for submittal to Osceola County for approval of the improvements to include preliminary and final walk through inspections with Agency staff, assisting Client and Contractor with punchlist and close out documentation, and preparing engineering certification of completion and preparing engineering record drawings for submittal to Osceola County for approval **Time & Materials Budget: \$ 5,000.00**

Based on as-built drawings provided by the Site Contractor as prepared by a Florida Registered Land Surveyor in hard copy, PDF and CAD format. Cad files that are incomplete, missing information, require significant layer management and drafting services to utilize will require additional fees.

- 4. Prepare Certification of Construction documentation for submittal to the South Florida Water Management District and assist with transfer of the permit from construction phase to operation phase. **\$ 1,000.00**

Based on as-built drawings provided by the Site Contractor as prepared by a Florida Registered Land Surveyor in hard copy and PDF format.

- 5. Prepare Certification of Construction Completion documentation for submittal to Enterprise CDD for approval and acceptance of the utility improvements to include preliminary and final walk through inspections with Agency Staff, assisting Client and Contractor with punchlist and close out documentation for submittal to the Enterprise CDD for approval..... **Time & Material Budget: \$2,000.00**

Based on as-built drawings provided by the Site Contractor as prepared by a Florida Registered Land Surveyor in hard copy and PDF format.

- 6. Prepare Certification of Completion documentation for submittal to the Florida Dept. of Environmental Protection (FDEP) for one (1) potable water system FDEP Water Clearance for use and for one (1) wastewater system FDEP Sewer Clearance for use to include preparation of the of FDEP water and sewer record drawings **\$ 3,600.00**

Total Post Design and Construction Administration Services: Budget \$ 38,600.00

Exclusions

This fee does not include:

- planning & zoning services
- project management
- subdivision platting services
- architectural services
- structural engineering services
- specialty retaining wall engineering, design, or permitting
- hydrogeology
- construction layout
- construction inspections
- construction management
- courier fees, delivery fees
- application fees
- bidding/award of contract to contractor services

Scope of Services

In reviewing this proposal for professional services, it should be understood that the above proposal items and their corresponding fees do not necessarily represent the full scope of services required for the project. Rather, it represents our best effort to set forth those services which we believe to be those requested by you, the Client, and/or those we can determine to be needed to accomplish a particular objective. However, we recognize and we ask the Client recognize that as the project progresses, the scope of services as originally defined may change in content to include work not initially identified. Several factors will cause this to happen:

1. Better understanding of the project and the Client's goals as progress on the project is made.
2. Additional requirements identified by the Client.
3. New laws or governmental agency requirements.

As these influences occur and are identified, we will advise you of same and seek your direction as to how you wish to proceed.

Work required as a result of the above will be "extra work" outside of the original scope of services. Upon your direction, we will perform the work under the "Work Not Specified" section of this proposal or we can provide you with a separate proposal should the scope so indicate.



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Website: www.hansonwalter.com

Work Not Specified

Work not specified in the above proposal items will not be performed without your prior knowledge and approval. When merited, we will provide you with a lump sum fee for additional services. Otherwise, additional services will be performed on an hourly basis at the rates shown under "Schedule of Fees for Professional Services".

Hourly Charges

Hourly work will be billed at our current prevailing hourly rates, but are subject to change, due to increasing labor and material costs. Hourly work performed outside of the normal business hours will be billed at 1½ times the direct labor cost and overhead.

Lump Sum Fees

The above stated Lump Sum Fee(s) are fixed for a period of thirty (30) days from the date of this proposal. If the work has not been initiated on any lump sum item within the period, Consultant reserves the right to terminate this Agreement as it relates to said item.

Reproduction and Outside Service Fees

The above service fees include the cost of printing and/or reproduction necessary for submittals plus up to five (5) additional sets of drawings and documents for the Owner. Additional copies of documents and/or drawings will be invoiced to you as direct charges as per "Schedule of Fees for Professional Services."

Ownership of Documents

Hanson, Walter & Associates, Inc. will retain ownership of the original documents pertaining to this project and will not release copies of same without authorization from you or your agent.

Invoicing and Payment

All work will be invoiced approximately the 10th day of each month based on a proration of work completed to date, with payment expected upon receipt of the invoice by the Client. If payment is not received within thirty (30) days of the invoice date, a late charge will be added to the invoice in an amount not to exceed 1-1/2% per month on the outstanding balance.

If payment is not received within forty-five (45) days of the invoice date, the Consultant may terminate this Agreement or suspend work under the Agreement until payments have been made in full. Client agrees to pay all costs of collection, including reasonable attorney fees, should such action be required.

Assignment

It should be expressly understood that this proposal is for the use of the executing Client and is not assignable or assumable by any third party without prior written consent of this firm.



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Design Professionals Contractual Limitation on Liability

All limitation of liability rights and privileges afforded to design professionals per Section 558.0035, Florida Statutes are reserved thereby granting immunity to design professionals from tort liability within the course and scope of the performance of a professional services contract. This Contract is between Hanson, Walter & Associates, Inc. and the undersigned Client and does not name an individual employee or agent as a party to the Contract. **PURSUANT TO THIS SECTION, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE**

Acceptance

This proposal and fee schedules are based on the acceptance within thirty (30) days of the date of preparation. If not accepted by you within that time period, we reserve the right to re-evaluate the terms and conditions contained herein. Please sign the Agreement and return to our office. Receipt of the executed Agreement will serve as our Notice to Proceed.

Termination

Either party may terminate this contract with cause upon providing thirty (30) days written notice to the other party. In the event of termination, Hanson, Walter & Associates, Inc. will be reimbursed for all fees and expenses incurred to date by Hanson, Walter & Associates, Inc. and/or our Consultants.

Acceptance of Proposal

The above fees, terms, conditions, and specifications are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

This Proposal Accepted By

Mark Vincutonis

Mark S. Vincutonis, P.E.

Client Signature

Print Name

1-23-2024

Date

Date

w/attachments

SCHEDULE OF FEES
FOR
PROFESSIONAL SERVICES

<u>CONSULTING SERVICES</u>		<u>\$/HR.</u>
A.	Principal	\$ 330.00
B.	Project Manager	200.00
C.	Senior Engineer	205.00
D.	Engineer	165.00
E.	Senior Planner	150.00
F.	CAD Design Technician	140.00
G.	CAD Technician	125.00
H.	Construction Inspector	150.00
I.	Administrative	90.00
J.	Project Coordinator/Scheduler	100.00
K.	Surveying Services	
1.	Survey Field Crew	175.00
2.	GPS Survey Crew	175.00
3.	Principal Land Surveyor	200.00
4.	Associate Land Surveyor	125.00
5.	Senior Technician (CAD / PSM)	125.00
6.	Computer Technician (CAD)	125.00
L.	Clerical Services	75.00
M.	Miscellaneous Expenses	
	1. Prints 24" x 36"/30" x 42" Blueprint or Xerox, ea.	2.00/3.00
	2. Paper Sepia (Vellum) 24" x 36"/30" x 42", ea.	10.00/15.00
	3. Sepia Mylar 24" x 36"/30" x 42", ea.	15.00/20.00
	4. Xerox Copies, ea. mass reproduction (8 ½" x 11")	.25
	5. Xerox Copies, ea. mass reproduction (8 ½" x 14")	.35
	6. Xerox Copies, ea. (11" x 17")	1.00
	7. Xerox Copies of Original Survey 8½" x 14"	5.00
	Plus each additional	1.00
	8. Travel, per mile, portal to portal	.40
	9. Printing, Graphics, Postage, etc.	Cost + 20%
	10. Long Distance Telephone Charges	Cost + 20%
	11. Out of Town Expenses (Overnight)	Cost + 30%
	12. Sub-Consultant Services, Laboratory, Testing, etc.	Cost + 15%
	13. Permit and Application Fee Advances	Cost + 10%
	14. Overnight Deliveries	Cost + 20%
	15. Courier Services	Cost + 20%

- For sworn testimony at depositions and hearings, etc., the above rates will be charged at 2.5 times.
- For services in court, the above rates will be charged at 2.5 times, with a minimum of an eight-hour day charged for each day of appearance. Overtime to accomplish a project by the client's required completion date will be charged at 1.5 times the above hourly rates, subsequent to client notification and approval.



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Website: www.hansonwalter.com

Client/Owner Profile

Contact Information

Date:

Client Name:	Property Owner:
Address:	Address:
Phone:	Phone:
Additional Phone:	Additional Phone:
Fax:	Fax:
E-Mail:	E-Mail:

Billing Contact:
Billing Address:
Phone:
Fax:
E-Mail:

Job Contact:
Phone:
Mobile Phone:
E-Mail:

-----HWA Administrative Use Only-----

Job #
Project Name
Project Manager
Engineer

Distribution: 1) Accounting, 2) Project Coordinator, 3) Administrative Team

Revision 1/1/04



HANSON. WALTER & ASSOCIATES, INC.

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Website: www.hansonwalter.com

Letter of Authorization

Date _____

RE:

To Whom It May Concern:

This letter does hereby authorize _____ and Hanson, Walter & Associates, Inc. to act as representative for _____ and _____

(Client)

(Owner)

with the respective reviewing/permitting agencies in an effort to receive all approvals necessary for the required permitting for the above referenced project located in Osceola County, Florida.

By execution of this document, the Owner does hereby allow Hanson, Walter & Associates, Inc. access to the site in order to fulfill the requirements of the contract.

If you have any questions, please contact me at _____.

Sincerely,

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____,

20____, by _____, who is personally known to me, or who
(name of person making statement)

produced _____ as identification.

SEAL:

Notary Public Signature: _____



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PROJECT PROPOSAL

Date: January 23, 2024
Client: Hanson Walter and Associates, Inc.
Project Type: Underground Utility Designation (QL-B) & Location (QL-A)
Project Name: Celebration Island Village
Prepared By: Shawn Maturo, Director of S.U.E. Operations
Phone: 407.654.5355. Ext. 216
Email: smaturo@allen-company.com

SURVEYING • MAPPING • GEOSPATIAL SERVICES



January 23, 2024

Hanson Walter and Associates, Inc.
8 Broadway
Suite 104
Kissimmee, FL 34741
Attn: Mark Vincutonis, P.E. - mvincutonis@hansonwalter.com
CC: John Hughes, PSM - JHughes@HansonWalter.com

RE: Celebration Island Village - Additional Services - Exhibit A (20230244-2)

Mr. Mark Vincutonis, P.E.:

We appreciate your consideration of ALLEN & COMPANY, INC. to provide professional land surveying services and/or utility designation for the above referenced project. These services will include items listed on Exhibit "A" to be billed Lump Sum/Hourly as shown on Exhibit "A", attached, plus out-of-pocket expenses incurred on the client's behalf. Also, included in this contract are the attached "Standard Provisions of Agreement for Professional Services".

Allen & Company will adhere to the ASCE 38-22 standard guideline for investigating and documenting existing utilities and the ASCE 75-22 standard guideline for recording and exchanging utility infrastructure data.

The following additional provisions are included in this contract:

1. The terms of this agreement shall be valid for client acceptance for a period of sixty (60) days from the date of execution by Allen & Company, Inc. after which time this contract offer becomes null and void if not accepted formally (evidenced by receipt of an executed copy of this document).
2. This agreement may be terminated by either party within fifteen (15) days written notice. In the event of termination, Allen & Company, Inc. shall be compensated to the date of termination, including direct expenses then due.
3. All rates and fees quoted in this document shall be effective for a period of twelve (12) months, after which time they may be renegotiated with the client.

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- 4. All original documents shall be retained by Allen & Company, Inc. and will remain their property. This information is proprietary and will not be shared with others without prior written consent. The client will be provided with reproducible copies of all original documents upon request, and at client expense.
- 5. The client will pay invoices upon receipt and understands interest charges of 1.5% per month will be applied to any unpaid balance. Allen & Company, Inc. may elect to stop work until payment is received. If work is stopped for thirty (30) days or more, Allen & Company, Inc. may be compensated for start-up costs when work resumes.
- 6. Upon client request, we will contract and/or coordinate with applicable transportation, environmental, geotechnical, and engineering consultants, and will rely upon their work; however, Allen & Company, Inc. assumes no liability for the accuracy of their work.

Thank you for this opportunity and we look forward to working with you on this exciting new project. Please sign, date and return a copy of this agreement as your authorization to proceed with these professional services. Should you have any questions, please do not hesitate to call.

Sincerely,

ALLEN & COMPANY, INC.

Shawn Maturo

Shawn Maturo, Director of S.U.E Operations

ACCEPTED BY (Sign & Print): _____

DATE: _____

SURVEYING • MAPPING • GEOSPATIAL SERVICES



EXHIBIT A

16 E. Plant Street
 Winter Garden, FL 34787
 Phone (407) 654-5355 · Fax: (407) 654-5356
 Email: proposals@allen-company.com

DATE: January 23, 2024
PROPOSAL: 20230244-2 - Celebration Island Village
FOR: Mark Vincutonis, P.E.

Customer Information:

Hanson Walter and Associates, Inc.
 8 Broadway
 Suite 104
 Kissimmee, FL 34741

Quote Description:

Underground Utility Designation & Location

20230244-2 - Celebration Island Village

DESCRIPTION	CONTRACT AMOUNT
1. Utility Designation - Provide Underground Utility Designation Services (QL-B) on all utilities with machine depth only in the additional work area, as shown in the attached exhibit. Also, see attached Exhibit B for the Scope of Procedures and Limitations for SUE designation.	\$1485.00
2. Utility Location - Provide Soft Dig Excavation Services (QL-A) up to seven (7) locations. We will record utility depth/size/type/material. Note: This firm is capable of soft dig excavating to a depth of six (6) feet and air probing to a depth of ten (10) feet to twelve (12) feet maximum. Also, see Exhibit B for the Scope of Procedures and Limitations for SUE location. Digs will be invoiced on a per-hole dig (\$525.00 for earthen surface digs) plus administrative and office processing and mapping fees (see attached Schedule C for standard hourly rates). Test hole field reports and photographs will be provided. Utility designation and test holes will be surveyed by the client.	\$4250.00
	\$5,735.00

QUESTIONS OR COMMENTS?

If you have any questions or comments concerning this proposal exhibit, please email proposals@allen-company.com

 Sign & Return

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**EXHIBIT B**

- Allen & Company, Inc. will provide all survey services on work described herein.
- Allen & Company, Inc. will utilize 2D GPR to scan for utilities and EM Equipment to locate utilities where access to utilities is available.
- A Sunshine 811 "LOCATE" ticket will be requested for the areas described to determine the utility providers within the project limits and to notify them of the request for coordination with the Allen & Company, Inc. utility locator.
- Allen & Company, Inc. approximate locate area is outlined in red on the attached image. The exact locate area will need to be designated at time of work.
- Allen & Company, Inc. will use paint and flags to mark located utilities and will provide a technician's field drawing of the located utilities.
- Allen & Company, Inc.'s scope of services does not include the locating of abandoned utilities that are no longer locatable, vacant conduits, gravity sewer, storm lines, small irrigation lines, and low voltage lines. (Unless otherwise specified at an additional cost).
- Client is responsible for ensuring that all electrical and lighting systems are energized and that all lights with outdoor light sensor systems are in use at time of locate work.
- If available, Allen & Company, Inc. requests that client provide as-builts, engineering prints, etc. of existing utilities.
- GPR Scans can only be performed in accessible areas that are clear of obstacles such as construction materials, pipes, vehicles, machinery, dirt/materials mounds, landscaping, trees, uneven terrain, water, etc
- If needed, Allen & Company, Inc. can provide a quote for 3D GPR that typically provides additional/more comprehensive data.



TERMS AND CONDITIONS

(A) LIMITS OF GPR AND ELECTROMAGNETIC SERVICES: If Services are Provided

ACI will make every effort to horizontally detect the underground utilities, objects or voids described in the Scope of Work or as requested at the time of work within the designated work area(s). However, ACI cannot mark utilities/objects/voids that are undetectable. Therefore, ACI cannot guarantee that all subsurface utilities/objects/voids will be accounted for. Locate limitations that ACI will not be held liable for include but are not limited to:

• GROUND PENETRATING RADAR (GPR):

- GPR investigations are highly site specific and can be limited by attenuation of GPR signals by subsurface materials.
- GPR investigations are limited by uneven terrain conditions, high grass (over 3”), bushes, trees, debris, etc.
- All vertically stacked utilities/objects may not be detected since GPR signals are reflected by the top most utility/object.
- Some utilities/objects may not return a reflected signal to the GPR receiver.
- GPR scans cannot be made immediately next to buildings/objects due to equipment restrictions.
- Pipes with little or no liquid content at time of locate work may not be detected with GPR.
- Locations of existing utilities scanned by ground penetrating radar (GPR) are to be deemed approximate in nature and in no way are to be construed as exact. Allen & Company, Inc. (ACI) will not be held responsible for damage to existing utilities located by GPR scanning.

• ELECTROMAGNETIC LOCATING:

- The number of access points within designated locate area(s) may be limited or non-existent.
- Utility or property owner may restrict or deny the use of utility access points.
- Utility may not adequately carry the imposed current from the electromagnetic locate equipment.
- Fiber & other non-metallic lines with no or non-working tracer wire are untoneable with electromagnetic locate equipment.
- Locations of existing utilities designated by Electromagnetic Equipment (EM) are to be deemed approximate in nature and in no way are to be construed as exact. Allen & Company, Inc. (ACI) will not be held responsible for damage to existing utilities located by EM equipment.



TERMS AND CONDITIONS (CONTINUED)

(B) DESIGN ENGINEER and CONTRACTORS

Due to locate limitations, the client's/owner's Design Engineer is expected to gather and identify existing facility information from various prints and underground facility owners/operators to confirm that no other subsurface utilities/objects are present in the project area, and Contractors are responsible to abide by Florida Statutes 556.106 - Sunshine 811.

(C) MACHINE DEPTHS: (If Service is provided)

Machine depths are approximate readings, are not guaranteed depths, are provided for informational purposes only, and should not be relied upon for any type of subsurface work. ACI will not accept any responsibility for actions taken based on provided machine depths.

(D) VERTICAL EXCAVATION (DIRT SOFT DIG): Information/Limitations: (If Service is provided)

Soft Digs are made within grassed or otherwise unpaved surface conditions to a maximum depth of approximately 10 feet to determine the depth of the utility/object. If requested, ACI also will provide the size and material type.

- Soft Dig vertical depth measurements are made from the top of each exposed utility/object to the ground surface.
- The vertical depth range and visual inspection ability is dependent on events such as ground water level.
- Client must obtain/provide ACI with any required soft dig permits before soft dig work is performed. Client will be responsible for any permitting soft dig fines assessed by governing agency.

(E) CORE BORE WITH VERTICAL EXCAVATION (DIRT SOFT DIG): Information/Limitations: (If Service is provided)

A Core Bore is made in asphalt or concrete to vertically expose a utility/object to determine the depth of the utility/object from the top of the utility/object to the pavement surface.

- Vertical Excavation limits apply (See Item D).
- Test hole will be backfilled with like materials compacted in 6" lifts or with a flowable fill mixture.
- The current asphalt thickness will be replaced with double asphalt thickness.
- Asphalt/Concrete Core Bore Permits are to be furnished to ACI by the client prior to work being scheduled. Client is responsible for cost of all permits, MOT, Traffic Control, and any permitting fines assessed by governing agency.

(F) CERTIFICATE OF INS (COI): New/Revised COI Requests

- Client COI requirements must be provided to ACI prior to the Authorization to Proceed being issued.
- ACI will invoice client for all costs associated with client COI requirements that incur billable charges to ACI

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SCHEDULE OF COMPENSATION

LABOR RELATED CHARGES:

EXECUTIVE DIRECTOR PROFESSIONAL LAND SURVEYOR _____	\$300.00 PER HOUR
DIRECTOR PROFESSIONAL LAND SURVEYOR _____	\$250.00 PER HOUR
MANAGING PROFESSIONAL LAND SURVEYOR _____	\$175.00 PER HOUR
SENIOR PROJECT MANAGER _____	\$150.00 PER HOUR
SUE MANAGER _____	\$150.00 PER HOUR
SUE PROJECT MANAGER _____	\$120.00 PER HOUR
SENIOR SURVEYING TECHNICIAN _____	\$120.00 PER HOUR
SURVEY TECHNICIAN _____	\$105.00 PER HOUR
JUNIOR SURVEY TECHNICIAN _____	\$90.00 PER HOUR
SUE TECHNICIAN _____	\$175.00 PER HOUR
AT SURVEY TECHNICIAN _____	\$120.00 PER HOUR
SUE DESIGNATION CREW:	
- 1 MAN _____	\$175.00 PER HOUR
- 2 MAN _____	\$190.00 PER HOUR
- 3 MAN _____	\$225.00 PER HOUR
- 4 MAN _____	\$240.00 PER HOUR
SURVEY FIELD CREW:	
- 2 MAN _____	\$150.00 PER HOUR
- 3 MAN _____	\$200.00 PER HOUR
FIELD COORDINATOR _____	\$105.00 PER HOUR
PLAT COORDINATOR _____	\$105.00 PER HOUR

OTHER DIRECT CHARGES

REIMBURSABLE EXPENSES AT ACTUAL COST PLUS 20%

- SUB-CONSULTANTS
- TRAVEL EXPENDITURES
- FIELD SUPPLIES (PAINT, CONCRETE, ASPHALT PATCH, WOOD STAKES AND FUEL)
- PRINTING
- DELIVERIES
- PERMITS



**SCHEDULE OF COMPENSATION
SUBSURFACE UTILITY EXPLORATION
(DAYTIME)**

TEST HOLES - VVH VERIFIED VERTICALLY AND HORIZONTALLY):

1 - 10 TEST HOLES:

- SOFT SURFACE (GRASS, SAND, CLAY) _____ \$525.00 PER HOLE
- HARD SURFACE (CONCRETE, ASPHALT, BRICK) _____ \$750.00 PER HOLE

11 - 25 TEST HOLES:

- SOFT SURFACE (GRASS, SAND, CLAY) _____ \$425.00 PER HOLE
- HARD SURFACE (CONCRETE, ASPHALT, BRICK) _____ \$650.00 PER HOLE

26 - 50 TEST HOLES:

- SOFT SURFACE (GRASS, SAND, CLAY) _____ \$400.00 PER HOLE
- HARD SURFACE (CONCRETE, ASPHALT, BRICK) _____ \$600.00 PER HOLE

51 - 100+ TEST HOLES:

- SOFT SURFACE (GRASS, SAND, CLAY) _____ \$325.00 PER HOLE
- HARD SURFACE (CONCRETE, ASPHALT, BRICK) _____ \$550.00 PER HOLE

MAINTENANCE OF TRAFFIC:

- DAY RATE _____ \$1200.00 PER DAY

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STANDARD PROVISIONS OF AGREEMENT FOR PROFESSIONAL SERVICES

Client and Surveyor (collectively, the “Parties”; individually, “Party”) agree that the following Provisions shall be a part of their Agreement:

1. Neither Client nor Surveyor shall assign its interest in this Agreement without the express written consent of the other Party.
2. Surveyor’s obligations in this Agreement are contingent upon, and Surveyor shall not be responsible for damages nor be deemed to be in default of this Agreement by reason of: delays in performance by reason of strikes, lockouts, accidents, acts of God and other delays unavoidable or beyond Surveyor’s reasonable control, nor due to shortages or unavailability of labor at established area wage rate or delays caused by failure of Client or Client’s agents to furnish information or to approve or disapprove Surveyor’s work promptly, nor due to late, slow, or faulty performance by Client, other contractors or governmental agencies, the performance of whose work is precedent to or concurrent with the performance of Surveyor’s work, in the case of the happening of any such cause of delay, the time of completion of Surveyor’s work shall be extended accordingly.
3. Client agrees to waive all Surveyor liability regarding any and all changes to plans and/or specifications affecting Surveyor’s work, unless such changes were approved by Surveyor’s express written consent.
4. Client expressly waives all liability against Surveyor for the Client’s or any third party’s use of unsigned Surveyor plans or drawings.
5. All tracings, survey notes, and other original documents prepared by Surveyor are instruments of service and shall remain the property of Surveyor, except and unless these documents become public property by operation of law.
6. Surveyor’s liability to the Client is limited to Surveyor’s general liability insurance coverage. Notwithstanding the foregoing, if any damages are caused by Surveyor on account of professional error, omission or negligence, Surveyor’s liability to Client will be limited to a sum not to exceed Surveyor’s fee.
7. Surveyor’s fees and other charges will be billed to Client monthly. The net amount shall be due from Client to Surveyor at the time of billing.
8. Interest of one and one-half percent (1.5%) per month (or the maximum rate allowable by law, if applicable) will be added to amounts not paid within thirty (30) days of the billing date. Payments received thereafter will be applied first to accrued interest and then to any principal unpaid amounts. Attorneys’ fees and other costs incurred by Surveyor in collecting delinquent amounts shall be paid by the Client.
9. If Client fails to pay Surveyor within sixty (60) days after invoices are rendered, then Client agrees Surveyor shall have the right to consider said failure to pay as a default and total breach of this agreement. Client expressly agrees to hold Surveyor harmless from any liability arising out of Surveyor’s termination of its services hereunder due to Client’s failure to pay.
10. Client shall pay the costs of checking inspection fees, zoning and annexation application fees, assessment fees, soils surveying fees, soils testing fees, aerial topography fees, and all other fees, permits, bond premiums, title company charges, blueprints and reproductions, and all other charges not specifically covered by the Provisions of this Agreement.
11. In the event any portion of the work prepared by Surveyor is suspended, abandoned, or terminated, the Client shall pay Surveyor for the work performed on an hourly basis, not to exceed any maximum amount specified in the “Schedule of Compensation” included with this Agreement.

INITIALS _____



STANDARD PROVISIONS OF AGREEMENT (CONTINUED)

12. Any opinion of construction cost prepared by Surveyor represents its judgment as a design professional and is supplied for the Client's general guidance. Surveyor has no control over the cost of labor and material, nor over competitive bidding or market conditions; therefore, Surveyor does not guarantee the accuracy of such opinions as compared to contractor bids or actual Client cost.

13. Client agrees that the construction contractor will assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property at all times, not just during working hours.

14. Surveyor will use that degree of care and skill ordinarily exercised under similar conditions in similar localities to this Agreement. No other warranties, express or implied, are made nor intended by Surveyor proposals, contracts, reports, or any other documents arising from the Provisions of this Agreement.

15. Client agrees to defend, indemnify, and hold harmless Surveyor from all liability, real or alleged, in connection with the performance of work on this project, excepting liability directly arising from the sole gross negligence of Surveyor.

16. If there is a total breach of this Agreement, the duties of Surveyor under this Agreement may be terminated, at the sole election of the Surveyor, upon five (5) days written notice to Client.

17. In the event of substantial failure of either Party to perform in accordance with the Provisions of this Agreement, the Agreement may be terminated by either Party upon thirty (30) days written notice to the other Party.

18. Client agrees not to solicit (nor respond to any solicitation from) any employee, former employee or subconsultant of Surveyor for employment for this project or any other Client's project until one year after completion and/or termination of Surveyor's services without the express written consent of Surveyor. In the event Client violates this Provision, Client will be immediately liable to Surveyor for one year's salary at the applicable employee(s) billable rate(s).

19. Should litigation be necessary to enforce any Provision of this Agreement, or to collect any portion of amounts payable under this Agreement, all litigation and collection expenses, witness' fees, court costs, and attorneys' fees shall be payable to the prevailing party.

20. Should any Provision of this Agreement be found or deemed to be invalid, this Agreement shall be construed as not containing such Provision(s) and all other Provisions which are otherwise lawful shall remain in full force and effect, and to this end the Provisions of this Agreement are declared to be severable.

21. Surveyor's services provided within this Agreement are for the exclusive use of the Client.

22. There are no understandings or agreements between the parties, oral, written, or otherwise, except those Provisions herein expressly stated in this Agreement.

23. All hourly rates listed in the "Schedule of Compensation" will be remain in effect for at least 60 days from the date this Agreement is executed.

INITIALS _____