

AMENDMENT

Board of County Commissioners BASIC AGREEMENT NUMBER: M-2599-19/RTB
SEMINOLE COUNTY, FLORIDA AMENDMENT NUMBER: 14

Agreement Title: Architectural/Engineering Services for Fire Station 11

Consultant/Contractor: C.T. HSU & Associates, P.A.
Address: 820 Irma Ave.
Orlando, FL 32803

ATTACHMENTS TO THIS AMENDMENT: ☒ Additional scope of services – Attachment A
☒ Additional method of compensation – Attachment A

In consideration of the mutual understandings and agreements contained herein, the parties agree that Agreement Number **M-2599-19/RTB** dated **June 26, 2019**, and amended on **October 21, 2020, January 27, 2021, April 28, 2021, August 10, 2021, December 1, 2021, February 16, 2022, April 8, 2022, June 2, 2022, June 29, 2022, August 22, 2022, December 6, 2022, March 2, 2023** and on **May 11, 2023** is further amended as follows:

The total amount of not-to-exceed compensation is increased by **ONE HUNDRED FORTY-ONE THOUSAND TWO HUNDRED FORTY-TWO AND 98/100 DOLLARS (\$141,242.98)** to perform services under the additional scope included as Attachment "A". The total revised amount of not-to-exceed compensation under this Agreement shall be **TWO HUNDRED FORTY-NINE THOUSAND FORTY-SEVEN AND 60/100 DOLLARS (\$249,047.60)**. The total amount of fixed fee compensation under this Agreement shall remain, **TWO HUNDRED FIFTY-THREE THOUSAND ONE HUNDRED EIGHTY-SEVEN AND 00/100 DOLLARS (\$253,187.00)**. The revised total compensation under this Agreement shall be **FIVE HUNDRED TWO THOUSAND TWO HUNDRED THIRTY-FOUR AND 60/100 DOLLARS (\$502,234.60)**. Except as herein modified, all terms and conditions of this Agreement shall remain in full force and effect for the term of this Agreement as originally set forth in said Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on this _____ day of _____, 20____, for the purposes stated herein.

(THIS SECTION TO BE COMPLETED BY THE COUNTY)

ATTEST:

C.T. Hsu & Associates, P.A.

_____, Secretary

By: _____
C.T. Hsu, President

(CORPORATE SEAL)

Date: _____

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

WITNESSES:

(Procurement Analyst)

By: _____
Robert Bradley, Procurement Administrator

(Procurement Analyst)

Date: _____
As authorized by the Board of County
Commissioners at it's June 13, 2023, regular meeting.

OC # 812599 Original ON # 44527 OJ # 815123

AMENDMENT TERMS AND CONDITIONS

- a) Except as herein modified, all terms and conditions of the cited original Agreement (as previously amended, if applicable) shall remain in full force and effect for the term of the Agreement as originally set forth in said Agreement.
- b) In accordance with the Agreement, which states that any amendments shall be valid only when expressed in writing and duly signed by the parties, the parties desire to amend the cited Agreement as indicated.
- c) The Scope of Services attached to the cited Agreement may be modified as provided in any attached exhibit, which will be incorporated by this reference.
- d) The CONSULTANT shall provide said services pursuant to this Amendment, the cited Agreement (as further amended, if applicable) and its Attachments which are incorporated herein by reference as if they had been set out in their entirety.
- e) It is expressly understood by the CONSULTANT that this Amendment, until executed by the COUNTY, does not authorize any changes to the cited Agreement and that the COUNTY, prior to its execution of the Amendment, reserves the right to cancel the Amendment without penalty if it is determined that to do so is in the best interest of the COUNTY.
- f) The CONSULTANT shall sign the Amendment first and the COUNTY second. This Amendment becomes effective and binding upon execution by the COUNTY and not until then. A copy of this Amendment will be forwarded to the CONSULTANT upon execution by the COUNTY.



C.T. HSU + ASSOCIATES
ARCHITECTURE • PLANNING • INTERIOR DESIGN
ORLANDO

April 12, 2023
May 3, 2023 Revised

Seminole County Public Works Department
Engineering Division
100 E. 1st Street
Sanford, Florida 32771-1302

Attn: **Nick Brow, MARCH, MSBC**
Project Manager II
nbrow@seminolecountyfl.gov
407.848.0738 Mobile
407.665.5650 Office

Re: Seminole County Fire Stations – M-2599-19
Extended Construction Contract Administration (CCA) Services for Fire Station 11
Additional Services Request (ASR)/Amendment 013

Good day, Nick,

As follow-up to our e-mail exchanges on March 17, 2023, our conversations of March 21, 2023 and April 11, 2023, and in accordance with your request, C.T. Hsu + Associates (CTH+A) has prepared the following information as our Additional Services Request (ASR)/Amendment 013 for our firm's and our Consultant firms' time to potentially be spent providing extended Construction Contract Administration (CCA) Services on the Fire Station 11 project in Altamonte Springs, Florida.

EXECUTIVE SUMMARY:

Per the fee calculations that begin on page 2, the Total Extended CCA Services NTE Fee for this ASR shall be **\$141,242.98**.

ASR SCOPE:

As the previous ASR for Extended CCA Services expired on March 31, 2023, this ASR will extend CCA Services to support Seminole County, the City of Altamonte Springs Fire Department and Extreme Contracting Corp, as the Surety's General Contractor, in completing the Fire Station 11 project as soon as possible, and aligning our services with the efforts of these parties. All services to be provided will be coordinated with and through you, as the Seminole County Project Manager, and the City of Altamonte Springs Fire Department representatives.

To be included in our scope of services would be:

1. Attending weekly Owner/Architect/Contractor (OAC) Meetings
2. Performing weekly Field Observations
3. Preparing Field Observation Reports (FORs)
4. Receiving and evaluating proposed Product Substitution Requests (PSRs)
5. Receiving and responding to Requests For Information (RFIs)
6. Receiving and responding to Proposed Change Orders (PCOs)
7. Providing work scope coordination assistance to the General Contractor

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8. Assisting the General Contractor in updating the Project Schedule
9. Receiving and reviewing Project Closeout Documents
10. Conducting the Substantial Completion Inspection(s)
11. Preparing Substantial Completion Punch Lists
12. Preparing Certificate of Substantial Completion
13. Conducting the Final Inspection(s)

SCHEDULE:

Based on currently known construction and remediation work scope durations and projections, the new time periods being proposed for the provision of Extended CCA Services will be from Friday, March 31, 2023 (the end date of the previous ASR for Extended CCA Services), through and including Monday, July 31, 2023, for the Construction Phase, and from Tuesday, August 1, 2023, through and including Friday, September 1, 2023, for the Close-out Phase of the project.

If, by Monday, July 17, 2023, the work necessary to complete the construction and remediation of the project is observed and confirmed to be in need of additional time, a new Additional Services Request (ASR) may be prepared at that time for submittal to and consideration by Seminole County.

COMPENSATION:

Due to the nature of the work currently being performed by Extreme Contracting Corp, and the ongoing discovery of unfinished/incomplete, defective and/or non-conforming work performed by the previous General Contractor, it would be difficult to accurately estimate the number of hours needed to provide the Extended CCA Services outlined above.

As a result, CTH+A and its Consultants propose to provide these Extended CCA Services on an as-needed, hourly basis, with a not to exceed (NTE) maximum fee for the proposed duration of this ASR that is calculated based on time spent during the past eight (08) months. And due to the billable hourly rates contained in the original Contract for Architectural and Engineering Services between Seminole County and CTH+A and its Consultants having been negotiated in June 2019 (nearly four years ago), and our services being scheduled to have concluded by January 31, 2021 (more than two years ago), we similarly propose adjusting our billable hourly rates for the categories of individuals that would be primarily providing the Extended CCA Services as follows:

CTH+A (Architecture):

Senior Project Manager	Mark Gustetter	\$ 250.00 per hour
Project Architect	Alex Goff	\$ 120.89 per hour
CCA Administrator	Cody Seidler	\$ 91.96 per hour

SGM Engineering (MEP/FP):

Project Engineer - Mechanical	John Stellpflug	\$ 152.00 per hour
Project Engineer - Electrical	Mark Brady	\$ 152.00 per hour
Project Engineer - Plumbing	Ricardo Dangond	\$ 152.00 per hour
Project Engineer - Fire Protection	Julian Harris	\$ 152.00 per hour

TLC Engineering (Structural):

Senior Engineer, Manager	Carl Jenne	\$ 190.00 per hour
Graduate Engineer, Designer	Dan Link	\$ 100.00 per hour

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Clerical Peyton Jowers \$ 75.00 per hour

LAM Engineering (Civil, Landscape, Irrigation):

Principal, Engineer, Manager Quang Lam \$ 150.00 per hour
 Designer ----- \$ 82.43 per hour

Using the updated billable hourly rates above, and forecasting the number of hours that may be required to provide the Extended CCA Services during the time frames noted above, the following table illustrates the number of hours and calculated fee dollars that comprise the NTE Fee being proposed:

Proposed Construction Phase NTE Fee Breakdown

CTH+A	Hrs/Wk	Rate	\$/Wk	Weeks
Mark Gustetter	20.00	\$ 250.00	\$ 5,000.00	
Alex Goff	1.00	\$ 120.89	\$ 120.89	
Cody Seidler	1.50	\$ 91.96	\$ 137.94	

Fee per week \$ 5,258.83
 Fee for 18-week duration 18.00 \$ 94,658.94

SGM	Hrs/Wk	Rate	\$/Wk	Weeks
John Stellpflug.	1.00	\$ 152.00	\$ 152.00	
Mark Brady	1.00	\$ 152.00	\$ 152.00	
Ricardo Dangond	1.00	\$ 152.00	\$ 152.00	
Julian Harris	1.00	\$ 152.00	\$ 152.00	

Fee per week \$ 608.00
 Fee for 18-week duration 18.00 \$ 10,944.00

TLC	Hrs/Wk	Rate	\$/Wk	Weeks
Carl Jenne	1.00	\$ 190.00	\$ 190.00	
Dan Link	1.00	\$ 100.00	\$ 100.00	
Peyton Jowers	1.00	\$ 75.00	\$ 75.00	

Fee per week \$ 365.00
 Fee for 18-week duration 18.00 \$ 6,570.00

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LAM	Hrs/Wk	Rate	\$/Wk	Weeks
Quang Lam	1.00	\$ 150.00	\$ 150.00	
Designer	1.00	\$ 82.43	\$ 82.43	

Fee per week		\$ 232.43		
Fee for 18-week duration	18.00	\$	4,183.74	

Total Proposed Construction Phase NTE Fee	\$ 116,356.68
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Proposed Close-Out Phase NTE Fee Breakdown

CTH+A	Hrs/Wk	Rate	\$/Wk	Weeks
Mark Gustetter	8.00	\$ 250.00	\$ 2,000.00	
Alex Goff	4.00	\$ 120.89	\$ 483.56	
Cody Seidler	4.00	\$ 91.96	\$ 367.84	

Fee per week		\$ 2,851.40		
Fee for five-week duration	5.00	\$	14,257.00	

SGM	Hrs/Wk	Rate	\$/Wk	Weeks
John Stellpflug.	2.00	\$ 152.00	\$ 304.00	
Mark Brady	2.00	\$ 152.00	\$ 304.00	
Ricardo Dangond	2.00	\$ 152.00	\$ 304.00	
Julian Harris	2.00	\$ 152.00	\$ 304.00	

Fee per week		\$ 1,216.00		
Fee for five-week duration	5.00	\$	6,080.00	

TLC	Hrs/Wk	Rate	\$/Wk	Weeks
Carl Jenne	1.00	\$ 190.00	\$ 190.00	
Dan Link	1.00	\$ 100.00	\$ 100.00	
Peyton Jowers	1.00	\$ 75.00	\$ 75.00	

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Fee per week	\$ 365.00		
Fee for five-week duration		5.00	\$ 1,825.00

LAM	Hrs/Wk	Rate	\$/Wk	Weeks
Quang Lam	2.00	\$ 190.00	\$ 380.00	
Designer	2.00	\$ 82.43	\$ 164.86	

Fee per week	\$ 544.86		
Fee for five-week duration		5.00	\$ 2,724.30

Total Proposed Close-Out Phase NTE Fee	\$ 24,886.30
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Total Extended CCA Services NTE Fee	\$ 141,242.98
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EXCLUSIONS:

Not included in this ASR would be any time to be spent responding to document production subpoenas, or in hearings, depositions, testimony, court appearances or any other legal proceedings.

Please let us know of any questions or comments you may have, regarding this information and request, and we look forward to hearing from you.

Sincerely,

C.T. Hsu + Associates



Mark R. Gustetter, AIA, NCARB, CAAPPR
 Senior Project Manager/Senior Forensics Manager

xc:	C.T. Hsu	CTH+A
	Tim McNicholas	CTH+A
	Cody Seidler	CTH+A