

AGREEMENT #2015-12

RFP NO.2015-12 DESIGN PROFESSIONAL SERVICES AND RELATED ARCHITECT/ENGINEERING AND CONSTRUCTION MANAGEMENT/ADMINISTRATION SERVICES FOR FIRE RESCUE STATION 85

THIS AGREEMENT ("Agreement") is made and entered into this **27th day of July, 2015**, by and between the **CITY OF NORTH PORT**, a municipal corporation of the State of Florida, hereinafter referred to as the "CITY" and **SWEET SPARKMAN ARCHITECTS, INC.**, 2168 Main Street, Sarasota, FL 34237, a Florida Corporation, hereinafter referred to as "CONSULTANT."

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. CONSULTANT'S SERVICES

- A. The CONSULTANT agrees to diligently and timely perform services for the CITY relating to Professional Architectural and Engineering Services as identified in the Request for Proposal No. 2015-12 and CONSULTANT's proposal submitted May 11, 2015. The overall Scope of Services is described in **Attachment A** with detailed tasks and associated fees in **Attachment B**.
- B. This Agreement shall commence immediately upon the execution of the Agreement by both the CITY and the CONSULTANT and upon the CONSULTANT's receipt of the written Notice to Proceed from the CITY's Purchasing Office and shall continue through the completion of the project. The estimated completion date is **February 4, 2017**.

2. COMPENSATION AND PAYMENT FOR CONSULTANT'S SERVICES

A. COMPENSATION

- 1. CONSULTANT shall receive a not to exceed amount of **TWO HUNDRED FORTY-FOUR THOUSAND TWO HUNDRED THIRTY-EIGHT DOLLARS AND NO CENTS (\$244,238.00)** as compensation for its services. This compensation shall include all profit, direct and indirect labor costs, personnel related costs, overhead and administrative costs, travel related out-of-pocket expenses and costs, and all other costs which are necessary to provide the services as outlined in this Agreement. The Scope of Services and Fee Schedule (**Attachments A and B, respectively**) are attached hereto and incorporated within.
- 2. The City's performance and obligation to pay under this Agreement are contingent upon an appropriation by the City Commission.

B. METHOD OF PAYMENT

- 1. The City shall pay the Consultant through payment issued by the Finance Department in accordance with the Florida Local Government Prompt Payment Act, Chapter 218, Florida Statutes, upon receipt of the Consultant's invoice and written approval of same by the City's Administrative Agent indicating that services have been rendered in conformity with this Agreement. The Consultant shall submit an invoice for payment to the City for those specific tasks as described in the Scope of Services that were completed during that invoicing period.
- 2. For those specific services that were partially completed, progress payments shall be paid in proportion to the percentage of completed work on those specific services approved in writing by the City's Administrative Agent based on the percentage of the amount for those specific services.
- 3. The Consultant's invoices shall be in a form satisfactory to the City of North Port Finance Department, who shall initiate disbursements.

3. LIABILITY OF CONSULTANT

The Consultant shall indemnify and hold harmless the City, its Commissioners, officers and employees, from all liabilities, damages, losses and costs (including, but not limited to, reasonable attorneys' fees and court costs, whether such fees and costs are incurred in negotiations, at the trial level or on appeal, or in the collection of attorneys' fees), to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant, or Consultant's officers, employees, agents, and other persons employed or utilized by the Consultant in the performance of, or the failure to perform, the Agreement.

In the event of a claim, the City shall promptly notify the Consultant in writing by prepaid certified mail (return receipt requested) or by delivery through any nationally recognized courier service (such as Federal Express or UPS) which provides evidence of delivery, at the address provided for receipt of notices in this Agreement. Such notification may also be provided by fax transmission to the following fax number:

FAX: 941.952.0201

The City shall provide all available information and assistance that the Consultant may reasonably require regarding any claim. This agreement for indemnification shall survive termination or completion of the Agreement. The insurance coverage and limits required in this Agreement may or may not be adequate to protect the City and such insurance coverage shall not be deemed a limitation on the Consultant's liability under the indemnity provided in this section. In any proceedings between the parties arising out of or related to this Indemnity provision, the prevailing party shall be reimbursed all costs, expenses and reasonable attorney fees through all proceedings (at both trial and appellate levels).

Nothing in this Agreement shall be deemed to affect the rights, privileges and immunities of the City as set forth in Florida Statute § 768.28.

4. CONSULTANT'S INSURANCE

A. INSURANCE

Before performing any work, Consultant shall procure and maintain, during the life of the Agreement, the insurance listed below, unless otherwise specified. The policies of insurance shall be primary and written on forms acceptable to the City and placed with insurance carriers approved and licensed by the Insurance Department of the State of Florida and meet a minimum financial AM Best and Company rating of no less than "Excellent." No changes are to be made to these specifications without prior written specific approval by the City Manager or designee. The City Manager or designee may alter the amounts or types of insurance policies required by this Agreement upon agreement with Consultant.

1. Workers Compensation: Coverage to apply for all employees at the statutory limits provided by state and federal laws. Proof of current Workers Compensation coverage is required.
2. Professional Liability Insurance: Minimum \$1,000,000 per occurrence for this project, and with a \$2,000,000 policy term general aggregate. Coverage shall be extended beyond the policy year term either by a supplemental extended reporting period (ERP) with as great of duration as available, with no less coverage and reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made. The City prefers all Professional Liability Insurance be written on an

Occurrence Form; however, in the event that the professional liability insurance required by the Contract is written on a claims-made basis, Consultant warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained for a period of two (2) years or an extended reporting period (ERP) with tail coverage will be obtained and maintained for a period of two (2) years beginning at the time work under this Contract is completed.

3. Comprehensive Commercial General Liability Insurance: Occurrence form required. Aggregate must apply separately to this Agreement. Minimum \$500,000 each occurrence; \$1,000,000 general aggregate; \$1,000,000 products and completed ops; and \$100,000 fire damage.
4. Automobile Insurance: To include all vehicles owned, leased, hired and non-owned vehicles. Proof of current Commercial Auto Liability required.

The City of North Port is to be named additional insured on Comprehensive Commercial General Liability Policy. Certification of same shall be required. All certificates of insurance must be on file with and approved by the City before commencement of any work activities under this Agreement.

Any and all deductibles to the above referenced policies are to be the responsibility of the Consultant. The Consultant's insurance is considered primary for any loss, regardless of any insurance maintained by the CITY. The CONSULTANT is responsible for all insurance policy premiums, deductibles, SIR (self-insured retentions) or any loss or portion of any loss that is not covered by any available insurance policy.

All insurance policies must be issued by companies of recognized responsibility licensed to do business in Florida and must contain a provision that prohibits cancellation unless the City is provided notice as stated within the policy. It is the Consultant's responsibility to provide notice to the City.

B. WAIVER OF SUBROGATION

All required insurance policies, with the exception of Workers Compensation and Professional Liability, are to be endorsed with a waiver of subrogation. The insurance companies, by proper endorsement or thru other means, agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers, and the City's insurance carriers, for losses paid under the terms of these policies that arise from the contractual relationship or work performed by the Consultant for the City. It is the Consultant's responsibility to notify their insurance company of the Waiver of Subrogation and request written authorization or the proper endorsement. Additionally, the Consultant, its officers, officials, agents, employees, volunteers, and any subcontractors, agree to waive all rights of subrogation against the City and its insurance carriers for any losses paid, sustained or incurred, but not covered by insurance, that arise from the contractual relationship or work performed. This waiver also applies to any deductibles or self-insured retentions the Consultant or its agents may be responsible for.

3. POLICY FORM

1. All policies, required by this Agreement, with the exception of Workers Compensation and Professional Liability and Workers Compensation, or unless specific approval is given by Risk Management through the City's Purchasing Office, are to be written on an occurrence basis, shall name the City of North Port, its Commissioners, officers, agents, employees and volunteers as additional insured as their interest may appear under this Agreement. Insurer(s), with the exception of Professional Liability and Workers Compensation, shall agree to waive all rights of subrogation against the City of North Port, its Commissioners, officers, agents, employees or volunteers.
2. Insurance requirements itemized in this Agreement, and required of the Consultant, shall be provided by or in behalf of all subcontractors to cover their operations performed under this Agreement. The Consultant shall

be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.

3. Each insurance policy required by this Agreement shall:
 - a. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
 - b. Be endorsed to state that coverage shall not be suspended, voided or cancelled by either party except after notice is delivered in accordance with the policy provisions. The Consultant is to notify the City Purchasing Office by written notice via certified mail, return receipt requested.
4. The City shall retain the right to review, at any time, coverage, form, and amount of insurance.
5. The procuring of required policies of insurance shall not be construed to limit Consultant's liability nor to fulfill the indemnification provisions and requirements of this Agreement. The extent of Consultant's liability for indemnity of the City shall not be limited by insurance coverage or lack thereof, or unreasonably delayed for any reason, including but not limited to, insurance coverage disputes between the CONSULTANT and its carrier.
6. The CONSULTANT shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the City is an insured under the policy.
7. Claims Made Policies will be accepted for professional liability and hazardous materials and such other risks as are authorized by the City's Purchasing Office. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two (2) years. If provided as an option, the Consultant agrees to purchase the extended reporting period on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.
8. Certificates of Insurance evidencing Claims Made or Occurrences Form coverage and conditions to this Agreement, as well as the Agreement number and description of work, are to be furnished to the City's Purchasing Office (4970 City Hall Boulevard, Suite 337, North Port, FL 34286) prior to commencement of work and a minimum of thirty (30) calendar days prior to expiration of the insurance contract when applicable. All insurance certificates shall be received by the City's Purchasing Division before the Consultant will be allowed to commence or continue work. The Certificate of Insurance issued by the underwriting department of the insurance carrier shall certify compliance with the insurance requirements provided herein.
9. Notices of Accidents (Occurrences) and Notices of Claims associated with work being performed under this Agreement shall be provided to the Consultant's insurance company and the City's Purchasing Division as soon as practicable after notice to the insured.

5. RESPONSIBILITY OF THE CONSULTANT

- A. The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all reports, designs, specifications, other documents and data used or produced by or at the behest of the Consultant under this Agreement. The Consultant shall, without additional compensation, correct or revise any errors or deficiencies in its reports, designs, specifications, other documents and data.

- B. If the Consultant is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
 - C. The Consultant warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Consultant), to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award of this Agreement.
 - D. Consultant shall perform its services in accordance with generally accepted industry standards and practices customarily utilized by competent consultant firms in effect at the time Consultant's services are rendered. The Consultant covenants and agrees that it and its employees shall be bound by the Standards of Conduct of Florida Statutes, Section 112.313, as it relates to work performed under this Agreement. The Consultant agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.
 - E. The Consultant shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.
 - F. The Consultant shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Agreement which shall be available and accessible at the Consultant's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives. Such records shall be retained for a minimum of three (3) years after completion of the services.
 - G. In accordance with F.S. §119.0701, CONSULTANT shall comply with all public records laws, and shall specifically:
 - (1) Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service.
 - (2) Provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in chapter 119 or as otherwise provided by law.
 - (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
 - (4) Meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of the CONSULTANT upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY.
- Failure of the CONSULTANT to comply with these requirements shall be a material breach of this Agreement.

6. OWNERSHIP AND USE OF DOCUMENTS

It is understood and agreed that all the documents, or reproducible copies, developed by the Consultant in connection with its services, including but not limited to reports, designs, specifications, and data, shall be delivered to, and shall become the property of the City as they are received by the City and when Consultant has been fully compensated as set forth herein. Consultant may keep copies of all work products for its records. The Consultant hereby assigns all its copyright and other proprietary interests in the products of this Agreement to the City. Specific written authority is

required from the City's Administrative Agent for the Consultant to use any of the work products of this Agreement on any non-City project.

Notwithstanding the above, any reuse of the work products by the City on other projects will be at the risk of the City.

7. TIMELY PERFORMANCE OF CONSULTANT'S PERSONNEL

The timely performance and completion of the required services is vitally important to the interest of the City. The consultant shall assign a project manager, together with such other personnel as are necessary, to assure faithful prosecution and timely delivery of services pursuant to the requirements of this agreement. The personnel assigned by the consultant to perform the services of this agreement shall comply with the information presented in the professional services response proposal made a part hereof by reference. The consultant shall ensure that all key personnel, support personnel, and other agents are fully qualified and capable to perform their assigned tasks. Any change or substitution to the consultant's key personnel must receive the City's administrative agent's written approval before said changes or substitution can become effective.

- A. The services to be rendered by the consultant shall commence within one (1) week of the consultant's receipt of written notice to proceed from the City.
- B. The consultant specifically agrees that all work performed under the terms and conditions of this agreement shall be completed within the time limits as set forth, subject only to delays caused through no fault of the consultant or the City. Time is of the essence in the performance of this agreement.
- C. The consultant agrees to provide to the City's administrative agent, monthly written progress reports concerning the status of the work. The City's administrative agent may determine the format for this progress report. The City shall be entitled at all times to be advised at its request, and in writing, as to the status of work to be performed by the consultant.
- D. In the event unreasonable delays occur on the part of the City or regulatory agencies as to the approval of any plans, permits, reports or other documents submitted by the consultant which delay the project schedule completion date, the City shall not unreasonably withhold the granting of an extension of the project schedule time limitation equal to the aforementioned delay. The Project Schedule is attached as **Attachment C** and incorporated herein.

8. OBLIGATIONS OF CITY

- A. The City's Administrative Agent is designated to serve as project coordinator and to do all things necessary to properly administer the terms and conditions of this Agreement. If necessary, a specific program manager will be authorized to perform the responsibilities of the City's Administrative Agent. The City shall designate any specific program manager in the Notice to Proceed. The responsibility of the City's Administrative Agent shall include:
 - 1. Examination of all reports, sketches, drawings, estimates, proposals, and other documents presented by the Consultant, and render in writing, decisions pertaining thereto within a reasonable time.
 - 2. Transmission of instructions, receipt of information, interpretation and definition of City policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Agreement.
 - 3. Review for approval or rejection all of the Consultant's documents and payment requests.

- B. The City shall, upon request, furnish the Consultant with all existing data, plans, studies and other information in the City's possession which may be useful in connection with the work of this Project, all of which shall be and remain the property of the City and shall be returned to the City's Administrative Agent upon completion of the services to be performed by the Consultant.
- C. The City's Administrative Agent shall conduct periodic reviews of the work of the Consultant necessary for the completion of the Consultant's services during the period of this Agreement, and may make other City personnel available, where required and necessary to assist the Consultant. The availability and necessity of said personnel to assist the Consultant shall be determined solely within the discretion of the City. The City's technical obligations to this Project, if any, are stated in Work Authorizations.
- D. The City shall not provide any services to the Consultant in connection with any claim brought on behalf of or against the Consultant.

9. TERMINATION

- A. The City Manager or designee shall have the right at any time upon thirty (30) calendar days written notice to the Consultant to terminate the services of the Consultant and, in that event, the Consultant shall cease work and shall deliver to the City all documents (including but not limited to reports, designs, specifications, and all other data) prepared or obtained by the Consultant in connection with its services. The City shall, upon receipt of the aforesaid documents, pay to the Consultant and the Consultant shall accept as full payment for its services, a sum of money equal to (1) the fee for each completed and accepted task as shown in Attachment A – Scope of Services and Attachment B – Consultant's Fee Schedule, plus (2) the percentage of the work completed in any commenced but uncompleted task, less (3) all previous payments in accordance with Section 2 and any amounts withheld by the City to settle claims against or to pay indebtedness of the Consultant in accordance with the provisions of the Agreement.
- B. FUNDING IN SUBSEQUENT FISCAL YEARS: It is expressly understood by the City and the Consultant that funding for any subsequent fiscal year of the Agreement is contingent upon appropriation of monies by the City Commissioners, and the continuing receipt of state or federal grant funding, if applicable. In the event that funds are not available or appropriated, the City reserves the right to terminate the Agreement. The City will be responsible for payment of any outstanding invoices and work completed by the Consultant prior to such termination.
- C. In the event that the Consultant has abandoned performance under this Agreement, then the City Manager or designee may terminate this Agreement upon three (3) calendar days' written notice to the Consultant indicating its intention to do so. The written notice shall state the evidence indicating the Consultant's abandonment.
- D. The Consultant shall have the right to terminate services only in the event of the City failing to pay the Consultant's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Administrative Agent, or if the project is suspended by the City for a period greater than ninety (90) calendar days.
- E. The City Manager or designee reserves the right to terminate and cancel this Agreement in the event the Consultant shall be placed in either voluntary or involuntary bankruptcy, a receiver is appointed for the Consultant or an assignment is made for the benefit of creditors.
- F. In the event Consultant breaches this Agreement, the City shall provide written notice of the breach and Consultant shall have ten (10) days from the date the notice is received to cure. If Consultant fails to cure within

the ten (10) days, the City Manager or designee shall have the right to immediately terminate the Agreement and/or refuse to make any additional payment, in whole or in part, and, if necessary, may demand the return of a portion or the entire amount previously paid to Consultant due to:

1. The quality of a portion or all of the Consultant's work not being in accordance with the requirements of this Agreement;
2. The quantity of the Consultant's work not being as represented in the Consultant's Payment Request, or otherwise;
3. The Consultant's rate of progress being such that, in the City's opinion, substantial or final completion, or both, may be inexcusably delayed;
4. The Consultant's failure to use Agreement funds, previously paid the Consultant by the City, to pay Consultant's project related obligations including, but not limited to, subcontractors, laborers and material and equipment suppliers;
5. Claims made, or likely to be made, against the City or its property;
6. Loss caused by the Consultant;
7. The Consultant's failure or refusal to perform any of the obligations to the City, after written notice and a reasonable opportunity to cure as set forth above.

In the event that the City makes written demand upon the Consultant for amounts previously paid by the City as contemplated in the clause, the Consultant shall promptly comply with such demand. The City's rights hereunder survive the term of this Agreement, and are not waived by final payment and/or acceptance.

10. INDEPENDENT CONTRACTOR

The Consultant is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the City. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Consultant's sole direction, supervision, and control. The Consultant shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Consultant's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees or agents of the City. The Consultant does not have the power or authority to bind the City in any promise, agreement or representation other than as specifically provided for in this Agreement. The Consultant shall not pledge the City's credit or make it a guarantor of payment of surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

11. ENTIRE AGREEMENT

This Agreement constitutes the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written with respect to the subject matter.

12. AMENDMENT

No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement. For any increase in the compensation for the services, the City Commissioners for

the CITY and the duly authorized representative for the CONSULTANT shall agree in writing to this change. For all other changes, the CITY's Administrative Agent and the CONSULTANT's representative shall agree in writing to the change.

13. ASSIGNMENT

The CONSULTANT shall not assign any interest in this Agreement and shall not transfer any interest in same (whether by assignment or novation) without prior written consent of the City Manager or designee, except that claims for the money due or to become due the CONSULTANT from the CITY under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the CITY. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the CITY.

14. WAIVER

The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.

15. GOVERNING LAW, VENUE AND SEVERABILITY

The rights, obligations and remedies of the parties under this Agreement shall be governed by the laws of the State of Florida and the exclusive venue for any legal or judicial proceedings in connection with the enforcement or interpretation of this Agreement shall be in Sarasota County, Florida. If any term, condition or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding on each party.

16. AUTHORITY

The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.

17. NO HIRE

The CONSULTANT shall not hire any CITY employee associated with this project throughout the duration of the Agreement and for a period of one (1) year after completion.

18. NOTICES

Any notices, invoices, reports, or any other type of documentation required by this Agreement shall be sent by certified mail, return receipt requested, or via a recognized national courier service in a manner that provides for written or electronic record of delivery, to the addresses listed below:

CONSULTANT'S REPRESENTATIVE:

Todd Sweet, AIA, LEED AP
Principal
Sweet Sparkman Architects, Inc.
2168 Main Street
Sarasota, FL 34237
TEL 941.952.0084
FAX 941.952.0201
EMAIL: tsweet@sweetsparkman.com

CITY'S ADMINISTRATIVE AGENT:

William Taaffe
Fire Chief
City of North Port
4980 city Center Blvd.
North Port, FL 34286
TEL 941.240.8150
FAX 941.240.8182
EMAIL: wtaaffe@Cityofnorthport.com

19. PARAGRAPH HEADINGS

Paragraph headings are for the convenience of the parties and for the reference purposes only and shall be given no legal effect.

20. ATTORNEYS' FEES

In any proceedings between the parties arising out of or related to this Agreement, the prevailing party shall be reimbursed all costs, expenses and reasonable attorney fees through all proceedings (at both trial and appellate levels).

21. CONFLICTS

In the event of any conflict between the provisions of this Agreement and RFP No. 2015-23 or the **CONSULTANT's** response, which are made a part hereof by reference, the Agreement shall control.

IN WITNESS WHEREOF, the parties have executed the agreement as of the date first above written.

ATTEST:

CITY OF NORTH PORT, FLORIDA

By: _____
Helen Raimbeau, MMC, City Clerk

By: _____
Jonathan R. Lewis, ICMA-CM, City Manager

APPROVED AS TO FORM AND CORRECTNESS:

By: _____
Mark Moriarty, City Attorney

WITNESS:

SWEET SPARKMAN ARCHITECTS, INC.

By: _____

By: _____
Todd Sweet, AIA, LEED AP, Principal

ATTACHMENT A – SCOPE OF SERVICES

UNDERSTANDING OF THE PROJECT:

The North Port Fire Rescue proposes the construction of Fire Station 85 based on a prototypical station design floor plan. The new station is to be located at 1100 North Biscayne Drive in North Port, Florida.

Sweet Sparkman Architects, Inc (SSA) will provide the City of North Port with architectural design and related professional services for said construction of the Fire Station. The project use includes a 9,000 - 9,500 square foot fire station (attached as an Exhibit) to include three (3) apparatus bays, working/storage spaces, living spaces, sleeping area, kitchen and lounge, offices and a physical fitness area. On-site improvements will include public/visitor parking and parking for fire crews.

A master utility sewer lift station and off-site force main will also be constructed with this facility to connect with existing City sewer services.

Our proposal includes four (4) phases to be broken down as follows:

PHASE I - Data Collection and Design Concept phase to include a minimum of two (2) user group meetings for input into design: One each with a firefighters group and with Fire Rescue management group. The size of the building and specific features will be finalized after review by both groups and approval by management of the conceptual design plan. Conceptual floor plans and color elevation are also provided.

Phase A will also begin the determination of the best configuration for the station based on the program, initial meetings with local regulatory agencies and stakeholder input meetings. The deliverables for Phase I will include a space needs definition with program, a design schedule for the project, a conceptual site plan based on a performed site analysis and all necessary documents for the site development approvals listed above.

PHASE II - Design and Bid/RFP phase includes basic professional design services (Schematic Design through Construction Documentation) and will include 100% design drawings and construction documents. These plans and specifications will be produced and delivered for review at 30%, 60%, 90% and 100%. The design team will also create and deliver construction documents with specifications for the bid package to the City of North Port in the form requested for advertisement of the bid for construction.

PHASE III - Bid/RFP for Construction phase to include assisting the City with the RFP/Bid for Construction and participate in the bidding process as may be required. The design team shall assist the city with Requests for Information (RFI) and shall answer all requests in a timely manner so as to clarify any ambiguities.

PHASE IV - Construction Administration phase to include project-related construction administration services to the city during construction, final inspection, close out and one-year warranty inspection. The design team will provide significant presence on site during construction to review construction mock-ups, testing reports and the like and provide significant coordination with the City representative(s)

Additional design services are also included that the City of North Port may or may not request the design team to provide.

The design team will include the City of North Port as Owner; Kimley Horn and Associates responsible for Site / Civil / Landscape design; Matern Engineering, Inc. as consultants responsible for mechanical, electrical and fire protection

systems design, Karin's Engineering as consultants responsible for Structural Engineering. Project management, including architecture, will be provided by SSA.

1. In addition to the hard copies required to be submitted above, all deliverables required in the performance of Task Orders shall be submitted to the Fire Department designee(s) in the appropriate electronic media format via CDs, email, or FTP site. Word processing documents shall be in Word format, spreadsheet data in Excel format, presentations shall be in power point, project schedules shall be in Microsoft Project and all maps, plans, and surveys shall be in suitable CAD, ArcGIS and PDF format for utilization by the Fire Department. All deliverables shall become the property of the City upon delivery.
2. SSA will invoice the City for each Task Order, as negotiated. Each invoice shall identify the task, detail the contract price, payments made to date, percentage of completion of the assignment, project or phase, payment due this invoice, remaining balance due. Invoices shall itemize hours, hourly wage, or other unit agreed upon as measurement of payment during negotiations, if requested. If hourly, invoices shall identify the name and title of personnel who performed the work.
3. An understanding and agreement, by and between SSA and the City, that the completion time will be as specified in approved work authorizations and that all work shall be prosecuted regularly, diligently, and uninterrupted at such rate of progress as will ensure full completion thereof as specified in the Scope of Services.

SCOPE OF SERVICES:

Sweet Sparkman Architects proposes to provide architectural and engineering services to the project in coordination with other design team members. Based on our understanding with the City of North Port, SSA proposes to provide services in phases as follows:

PHASE I - Data Collection and Design Concept

1. SSA will begin the process by meeting with the North Port Fire Rescue team to gather information. A core group of North Port Fire Rescue /SSA/Kimley Horn and Associates/Matern Engineering /TRC Structural Consultants team members will be present so we can begin discussion of the following in a workshop:
 - Identify the key participants for specific issues.
 - Discuss the process that will be used to attain the goals and objectives.
 - Identify the decision makers.
 - Identify other external team members and when their input will be needed.
 - Define Purpose / Mission / Outcomes / Shared Vision.
 - Discuss current space needs.
 - Identify and prioritize known areas of need.
 - Determine who will use information and how it will be used.
 - Prepare procedures for updating information.
 - Develop detailed schedule with milestone SSA/North Port Fire Rescue
 - North Port Fire Rescue team work sessions.
2. The consultant will be required to have a minimum of two user group meetings for input into design: One each with a firefighters group and with Fire Rescue management group. The size of the building and specific features will be finalized after review by both groups and approval by management of the conceptual design plan..
3. Develop site alternatives that respond to requirements of the North Port Fire Rescue user department, site plan, analysis of future site potential, expansion, access to and from the project site, and site for new building facility construction. SSA will provide (2) Site Plan options for the fire station placement to the North Port Fire Rescue for review and comment.

4. SSA will review City of North Port development guidelines to address local land planning issues and requirements that may have impact on the development of the fire station.
5. SSA and their consultants will identify existing site features that may remain or have adverse impact on the site development.
6. The consultant will contact City of North Port and other regulatory agencies as required to obtain site design input on issues related to storm water management, drainage, parking, utilities, curb cuts and any other site-related issues that will affect the project.
7. The consultant will coordinate with the Geotechnical Consultant to request and recommend locations to analyze subsurface conditions for use in foundation and underground construction design. This information will also assist in determining what impact subsurface conditions will have on constructability and construction costs.
8. Sub-surface soil testing will be performed by the design team's consultant and include the following:
 - Field investigation to include: four (4) SPT 25-ft borings, two (2) 15-ft SPT borings, four (4) hand auger borings to a depth of 5-ft for the parking areas.
 - Laboratory classification tests
 - Evaluation of sub-surface conditions with respect to the proposed construction.
 - Report summarizing the investigation and recommendation for foundation design, site design, seasonal water tables, and soil design parameters.
 - Does not include construction soils, materials, or pavement testing which will be provided by the General Contractor during construction
9. Provide off-site survey for force main route from the southwest corner of the site and run south down the east side of Biscayne Drive to MH 54 just south of Glenallen Blvd a distance of approximately 4,000 ft.
10. Develop up to two (2) site plan layouts that respond to the Owner requirements for analysis of site potential, addressing expansion, access to and from the project site and analysis of the site for the placement of the new fire station.
11. Prepare documents to be used for public display. These can include, but are not limited to an exterior rendering and site plan.

DELIVERABLES

1. Meeting Notes from each of the meeting(s).
2. A design schedule for use and distribution to all team members.
3. Site analysis including a written report of site features and zoning/regulatory impacts that affect the site development.
4. Up to two (2) site plan options for Owner review and comment.
5. Final Due Diligence report consisting of the following:
 - Documents to be used for public display. These can include, but are not limited to an exterior rendering and site plan site narrative
 - Site constraints
 - Required site permitting

PHASE II – Design and Bid/RFP

Task A. 30% Contract Documents

1. Following completion of the Program Development: Definition of Fire Rescue Services, Space Needs Assessment and Site Analysis, SSA/North Port Fire Rescue will have the familiarity with the project to study issues of adjacencies, adaptability and appropriate use.
2. SSA will work with the North Port Fire Rescue and other members of the design team to define the building structure and envelope.

3. SSA will provide computer modeling to address sightlines, in relation to parking, building, aesthetics and building relationship to the neighborhood context, and will provide (2) computer rendering in digital format (pdf, tiff or jpg) for color copies to be made by client.
4. Assist in preparing application for City of North Port Development Order(s), including signed and sealed design plans meeting City of North Port requirements.
5. Coordinate with utility providers and show requirements on site plan.
6. Prepare and submit Master Concept plan with site development criteria - respond to staff comments and coordinate with staff to prepare the Resolution.
7. Prepare site lighting photometrics based on City of North Port guidelines.
8. Provide design and engineering for a master utility sewer lift station constructed simultaneously with this facility to include a force main extension to connect with existing City sewer services. (Note: specifications for the master lift station will be in accordance with the requirements of the North Port Utility Department.)
9. Based upon the design concept selected by the North Port Fire Rescue, SSA will prepare Schematic Designs for review with the North Port Fire Rescue and other team members. 30% Design drawings will include, but not necessarily be limited to the following:
 - a. Architectural Site Plan
 - b. Floor Plans
 - c. Roof Plans
 - d. Building Elevations
 - e. Typical Wall Sections
 - f. Engineering narratives describing design criteria, system analysis, and options.

DELIVERABLES

1. Meeting Notes from each of the meeting(s) that clearly notes the decisions made and the changes identified.
2. Schematic Architectural plans as indicated above.
3. Colored exterior building rendering.
4. Preliminary Engineering narratives to describe the structural, mechanical and electrical building systems.
5. Preliminary Civil engineering plans
6. Opinion of Probable Cost of 30% Contract Documents

Task B. 60% Contract Documents

1. SSA and their consultants will provide architectural and engineering design development documents for the building that will include drawings and material specifications. Design development drawings will include the following:
 - a. Site Plan
 - b. Floor Plans
 - c. Reflected Ceiling Plans
 - d. Room Finish Schedules
 - e. Door, Frame, and Hardware Schedules
 - f. Building Elevations
 - g. Building Sections
 - h. Wall Sections
 - i. Interior design including built-in Interior design including built-in
 - j. Preliminary Structural, Mechanical, Plumbing, Electrical to fix and describe the final scope, relationship form, size, and appearance of the project.
 - k. Material specifications (including FF&E selections) will be in outline format

2. Prepare construction level civil engineering plans for approval through the City of North Port's Major Site and Development Review (MAS) process, application for an Environmental Resource Permit (ERP) from SWFWMD and utility extension permits from FDEP and (FDOH) Documents will include:
 - a. Dimensioned site plan with building setback, parking and driveway and other necessary site geometry denoted on the plan.
 - b. Paving, grading and drainage plan and details.
 - a. Utility plan and details, including the potable water system connection design and additional fire hydrants (if required).
 - b. Cross sections as necessary.
 - c. Notes, specifications, and general details
 - d. Traffic control signage and striping
 - e. Land use table and other applicable site data
 - f. Typical asphalt pavement, concrete, and pervious pavement section
 - g. Design to accommodate off-site features for driveways, drainage, and utility connection points.
 - h. Erosion control plan
 - k. Existing condition plan
 - l. Prepare & submit water use permit with SWFWMD
 - m. Landscape and Irrigation drawings

SSA and team consultants will develop these documents in discussion with the North Port Fire Rescue and in coordination with other members of the team to ensure coordination of building design and material quality. At the close of the design development phase, SSA will obtain the Owner's approval prior to proceed with 90% construction documentation.

4. Conduct two (2) meetings with the North Port Fire Rescue and design team members to review plans for construction and coordination.
5. Review any comments from the North Port Fire Rescue team and incorporate those changes as required. If substantial changes to the building program, building size or building aesthetics are required, they may result in additional fees.

DELIVERABLES

1. Meeting Notes from each of the meeting(s).
2. 60% contract documents as indicated above
3. Civil Engineering plans as indicated above
4. Revised exterior perspectives or colored elevations.
5. Opinion of Probable Cost of 60% Contract Documents

Task C. 90% Contract Documents

1. SSA and team consultants will prepare architectural and engineering construction documents for the building, including all drawings and specifications reasonably required by normal industry practice to support their construction.

- a. Floor Plan(s)
 - b. Ceiling Plan(s)
 - c. Roof Plan
 - d. Exterior Elevations
 - e. Building Sections
 - f. Wall Sections
 - g. Door / Window / Finish Schedules
 - h. Interior elevations
 - i. Millwork/cabinetry section and details
 - j. Structural Plans / Details
 - k. Mechanical Plans / Details / Energy Audit
 - l. Electrical Plans / Details
 - m. Fire Sprinkler Design with hydraulic calculations
 - n. Site Plan
 - o. Civil Engineering Plans
 - p. Landscape and Irrigation drawings
2. Conduct two (2) meetings with the North Port Fire Rescue and design team members to review plans for coordination and constructability.
 3. We assume that North Port Fire Rescue will utilize their own security system, communication vendor and It/Data wiring consultant. Our scope of services will include the incorporation of all required interior and exterior infrastructure into the documents based on marked up plans as provided by the City of North Port IT Department.
 4. Attend up to (2) meetings with the City of North Port Building Department to review the proposed design against any potential building code issues.

DELIVERABLES

1. Meeting notes from each of the meeting(s).
2. 90% construction documents as indicated above
3. Technical Specifications in book format
4. Opinion of Probable Cost of 90% Contract Documents

Task D. 100% Contract Documents

1. SSA and team consultants will finalize architectural and engineering construction bid/permit documents for the building, including all drawings and specifications reasonably required by normal industry practice to support their construction.
2. Finalized documents will reflect review comments provided by the City of North Port made during 30%, 60% and 90% Review periods.
3. An Energy model will be created at or near the end of the design process. The Energy Model will be created to compare a base line building model as dictated by ASHRAE Standard 90.1 to the as-designed building.

Task E. Offsite sewer force main and lift station design

1. Scope of work includes the design of an on-site master lift station to serve the fire station in addition to other structures in the vicinity as needed. The lift station is assumed to be on-site near the corner of Biscayne Blvd. and Ponce de Leon Blvd. with appropriate landscape buffers. This facility will discharge to a force main that will follow Biscayne Blvd. to MH 54. Depending upon the design, an additional manhole may be required to receive the force main.

DELIVERABLES

1. Meeting notes from each of the meeting(s).
2. 100% construction documents as indicated above
3. Technical Specifications in book format

PHASE III - Bid/RFP for Construction

SSA and team consultants will provide reproducible copies of Construction Documents for permitting and bidding, attend (1) pre-bid meeting, provide efficient and prompt communications during the bidding process and provide continuity of project management.

1. Prepare documents for permit submission to the City of North Port Building Department.
2. Respond to permit comments.
3. Respond to Request for Information (RFI's) during the bidding process

DELIVERABLES

1. Meeting notes from each of the meeting(s).
2. Complete set of signed and sealed Construction Documents as required by each agency.
3. Creation of revised drawings to address permit comments as required by each agency.
4. Bid addenda as required during bidding.

PHASE IV – Construction Administration

1. SSA and team consultants will provide construction administration services for the architectural and engineering aspects of the building to ensure that the project is built in accordance with plans and specifications. SSA will assist The General Contractor when conflicts or clarifications are needed to the plans and specifications. The Architect and Engineer will make periodic site visits to observe the construction progress. We understand that construction administrative services for this project will include:

- a. Attend pre-construction meeting.
- b. Attend monthly coordination meetings or meetings as requested by the City project manager during construction.
- c. Review schedule of values
- d. Review and monitor the critical path schedule
- e. Review requisitions and change order proposals.
- f. Make on-site visits to observe progress of construction and conformance to construction documents, no less than twice monthly during construction.
- g. Provide response and clarification of field requests for information (RFIs).
- h. Process shop drawings submittals.
- i. Final review/punch out of project and re-inspection of punch-list items.
- j. Provide revised drawings to the building department reflecting changes made during construction.
- k. Review of the Contractor's close-out documents including red-line As-Builts.

2. Meeting notes during construction will be prepared by the General Contractor.
3. Fees for Phase IV will be based upon the hourly rates by discipline on a per hour basis for a **not to exceed cost** of \$56,257.

DELIVERABLES

1. Architect's Supplemental Instruction (ASI), RFI responses with sketches as required, RFP's, etc.
2. Shop drawings and submittals reviewed by the design team

3. Augmented punch list as prepared by the General Contractor

4. Planned construction site visits are as follows:

<u>DISCIPLINE</u>	<u>PLANNED SITE VISITS (BASIC SERVICES)</u>
Architecture	27*
Mechanical/Plumbing	4
Electrical Engineering	4
Structural Engineering	4
Civil Engineering	8

* Site visits include 2 meetings per month for a total construction duration not to exceed 12 months. Also included is (1) site visit for the substantial completion walk-thru, (1) final walk-thru and (1) warranty walk-thru at 11 months after Substantial Completion.

CLIENT RESPONSIBILITIES:

1. The Client shall provide the Architect with copies of all project-related information. SSA may rely upon the accuracy of that information, unless notified to the contrary.
2. The Client shall respond to information requests in a timely fashion.

SERVICES NOT PROVIDED BY THE PROJECT TEAM:

1. Building Commissioning Services to obtain LEED Certification.
2. Value Engineering of any system or product after bids are awarded. Assistance in developing additive or deductive alternates prior to the bid is included. (not including ASI's and RFI's)
3. Changes to the building design after final completion of construction documents
4. Surveying (other than the surveying for the force main route included as an add. service)
5. Design of audio/visual systems.
6. Creation of as-built or record drawings at the completion of the project above the minimum requirement.
7. Hazardous materials removal or abatement.
8. Additional site visits as requested by the City of North Port or North Port Fire Rescue.
9. Prolonged Construction Administration duties.
10. Repeat of Bidding and/or Permitting phase after issuance of original building permit.
11. Traffic/Transportation Studies.
12. Filing for occupation/release of any utility; roadway and/or drainage rights-of-way and/ or easements.
13. Impact and permitting fees are by Owner.
14. Governmental fees to resubmit field modified construction drawings during construction
15. LEED research/certification.
16. Phase I or Phase II Environmental Audits
17. Fuel filling station design.
18. Utility adjustments or relocations and Utility coordination. It is assumed the City of North Port will negotiate for utility services. (water, sewer, telephone, cable, gas, etc.).
19. Art in Public Places implementation.

PERSONNEL:

SSA professional personnel and consultants who will be assigned to the project include the following:

Sweet Sparkman Architects Inc.	Architecture /Project Management
Kimley Horn and Associates	Civil Engineer, Landscape Architecture
Karin's Engineering	Structural Engineering
Matern Engineering	M/E/P & Fire Sprinkler Engineering
Universal Engineering	Geotechnical Engineering (as required)

SCHEDULE:

SSA is prepared to begin providing services within (5) five days of receipt of a signed authorization to proceed. Our work will be completed according to the established schedule developed by the Design Team and North Port Fire Rescue. All team members, including the consultants and representatives from North Port Fire Rescue will be present at the initial planning meeting. From this meeting, we will prepare a master project schedule on a task-by-task basis of the analysis, design and documentation work to be accomplished. Key dates and milestones will overlay this schedule.

PROPOSED FEE:

SSA proposes to provide PHASE I - PHASE IV services as described above on lump sum basis. The sum for these services will be Two Hundred and Forty Two Thousand Four Hundred and Thirty Eight dollars **(\$242,438.00)** plus an additional Two Thousand Dollars **(\$2,000.00)** for a reimbursable expense allowance. These additional reimbursable expenses represent printing, renderings, etc. that are above what has been negotiated. These expenses will be agreed upon by both parties before execution. Please refer to the attached Fee Schedule spreadsheet for a further breakdown of staff members and hourly rates.

PHASE	Fee
PHASE I - Data Collection and Design Concept	\$ 30,356.00
Additional survey for Force Main route	\$ 6,000.00
PHASE II - Design and Bid/RFP	\$ 125,022.00
Force Main and Lift Station Design	\$ 12,494.00
PHASE III - Bid/RFP for Construction	\$ 12,109.00
PHASE IV - Construction Administration (HNTE for Phase IV)	\$ 56,257.00
TOTAL	\$242,238.00

Reimbursable expense allowance	\$ 2,000.00
Grand Total	\$ 244,238.00

ADDITIONAL SERVICES:

Additional services, or services beyond the scope outlined above, shall be charged as a mutually agreed lump sum or on an hourly basis, according to rates listed for the Architect in this Attachment A (Sweet Sparkman Architects, Inc.), Consultant for Site / Civil on Exhibit A (Kimley Horn and Associates), Consultant for Structural Engineering on Exhibit B (Karins Engineering) and consultant for Mechanical, Electrical and Fire Protection Engineering on Exhibit C (Matern Engineering). Exhibits A-C follow Attachment C.

END OF ATTACHMENT A

ATTACHMENT B – FEE SCHEDULE

North Port Fire Station #85

POSITION CLASSIFICATION	HOURLY		# OF HOURS		TOTAL FEE
PHASE I - Data Collection and Design Concept					
ARCHITECTURE					
Principal	\$150.00	X	8.00	=	\$1,200.00
Project Manager	\$130.00	X	24.00	=	\$3,120.00
Project Architect	\$110.00	X	80.00	=	\$8,800.00
CADD / Production	\$80.00	X	80.00	=	\$6,400.00
Clerical	\$50.00	X	8.00	=	\$400.00
PHASE I: TOTAL ARCHITECTURE					\$19,920.00
M / E / P					
Sr. Project Manager	\$135.00	X	8.00	=	\$1,080.00
Engineer / Designer III	\$85.00	X	16.00	=	\$1,360.00
CADD / Production	\$65.00	X	0.00	=	\$0.00
Clerical	\$65.00	X	8.00	=	\$520.00
PHASE I: TOTAL M / E / P					\$2,960.00
STRUCTURAL					
Principal	\$150.00	X	2.00	=	\$300.00
Project Engineer	\$130.00	X	2.00	=	\$260.00
PHASE I: TOTAL STRUCTURE					\$560.00
CIVIL					
Principal	\$196.00	X	5.00		\$980.00
Civil Engineer	\$111.00	X	4.00		\$444.00
Analyst	\$93.00	X	20.00		\$1,860.00
CADD / Production	\$96.00	X	6.00		\$576.00
Support Staff	\$78.00	X	2.00		\$156.00
PHASE I: CIVIL					\$4,016.00
GEO-TECHNICAL					PHASE I:GEO TECH
PHASE I: SUBTOTAL					\$2,900.00
SURVEY					PHASE I:SURVEY
PHASE I: TOTAL					\$6,000.00
					\$36,356.00
PHASE II - Design and Bid/RFP					
Principal	\$150.00	X	28.00	=	\$4,200.00
Project Manager	\$130.00	X	96.00	=	\$12,480.00
Project Architect	\$110.00	X	120.00	=	\$13,200.00
CADD / Production	\$80.00	X	400.00	=	\$32,000.00
Clerical	\$50.00	X	6.00	=	\$300.00
PHASE II: TOTAL ARCHITECTURE					\$62,180.00
M / E / P					
Sr. Project Manager	\$135.00	X	40.00	=	\$5,400.00
Engineer / Designer III	\$85.00	X	48.00	=	\$4,080.00

CADD / Production	\$65.00	X	96.00	=	\$6,240.00
Clerical	\$65.00	X	6.00	=	\$390.00
PHASE II: TOTAL M / E / P					\$16,110.00
STRUCTURAL					
Principal	\$150.00	X	6.00	=	\$900.00
Project Engineer	\$130.00	X	32.00	=	\$4,160.00
CADD / Production	\$90.00	X	32.00	=	\$2,880.00
PHASE II: TOTAL STRUCTURE					\$7,940.00
CIVIL					
Principal	\$196.00	X	20.00		\$3,920.00
Senior Engineer	\$141.00	X	2.00		\$282.00
Civil Engineer	\$111.00	X	44.00		\$4,884.00
Analyst	\$93.00	X	140.00		\$13,020.00
CADD / Production	\$96.00	X	160.00		\$15,360.00
Designer	\$107.00	X	0.00		\$0.00
Tech / Field Rep	\$63.00	X	0.00		\$0.00
Support Staff	\$78.00	X	17.00		\$1,326.00
PHASE II: CIVIL					\$38,792. 00
PHASE II: SUB-TOTAL					\$125.022.00
FORCE MAIN AND LIFT STATION DESIGN					
Principal	\$196.00	X	8.00		\$1,568.00
Senior Engineer	\$141.00	X	2.00		\$282.00
Civil Engineer	\$111.00	X	20.00		\$2,220.00
Analyst	\$93.00	X	64.00		\$5,952.00
CADD / Production	\$96.00	X	16.00		\$1,536.00
Designer	\$107.00	X	0.00		\$0.00
Tech / Field Rep	\$63.00	X	0.00		\$0.00
Support Staff	\$78.00	X	12.00		\$936.00
PHASE II: FORCE MAIN/LIFT STATION					\$12,494.00
PHASE II: TOTAL					\$137,516.00
PHASE III - Bid/RFP for Construction					
Principal	\$150.00	X	4.00	=	\$600.00
Project Manager	\$130.00	X	12.00	=	\$1,560.00
Project Architect	\$110.00	X	6.00	=	\$660.00
CADD / Production	\$80.00	X	24.00	=	\$1,920.00
Clerical	\$50.00	X	2.00	=	\$100.00
PHASE III: TOTAL ARCHITECTURE					\$4,840.00
M / E / P					
Sr. Project Manager	\$135.00	X	0.00	=	\$0.00
Engineer / Designer III	\$85.00	X	12.00	=	\$1,020.00
CADD / Production	\$65.00	X	0.00	=	\$0.00
Clerical	\$65.00	X	12.00	=	\$780.00
PHASE III: TOTAL M / E / P					\$1,800.00
STRUCTURAL					
Principal	\$150.00	X	4.00	=	\$600.00

Project Engineer	\$130.00	X	4.00	=	\$520.00
PHASE III: TOTAL STRUCTURE					\$1,120.00
CIVIL					
Principal	\$196.00	X	2.00		\$392.00
Senior Engineer	\$141.00	X	0.00		\$0.00
Civil Engineer	\$111.00	X	3.50		\$388.50
Analyst	\$93.00	X	6.50		\$604.50
CADD / Production	\$96.00	X	19.50		\$1,872.00
Designer	\$107.00	X	0.00		\$0.00
Tech / Field Rep	\$63.00	X	0.00		\$0.00
Support Staff	\$78.00	X	14.00		\$1,092.00
PHASE III: CIVIL					\$4,349.00
PHASE III: TOTAL					\$12,109.00
PHASE IV - Construction Administration					
Principal	\$150.00	X	16.00	=	\$2,400.00
Project Manager	\$130.00	X	120.00	=	\$15,600.00
Project Architect	\$110.00	X	56.00	=	\$6,160.00
CADD / Production	\$80.00	X	60.00	=	\$4,800.00
Clerical	\$50.00	X	8.00	=	\$400.00
PHASE IV: TOTAL ARCHITECTURE					\$29,360.00
M / E / P					
Sr. Project Manager	\$135.00	X	40.00	=	\$5,400.00
Engineer / Designer III	\$85.00	X	0.00	=	\$0.00
CADD / Production	\$65.00	X	0.00	=	\$0.00
Clerical	\$65.00	X	0.00	=	\$0.00
PHASE III: TOTAL M / E / P					\$5,400.00
STRUCTURAL					
Principal	\$150.00	X	4.00	=	\$600.00
Project Engineer	\$130.00	X	8.00	=	\$1,040.00
CADD / Production	\$90.00	X	2.00	=	\$180.00
Materials Engineer	\$130.00	X	20.00	=	\$2,600.00
PHASE IV: TOTAL STRUCTURE					\$4,420.00
CIVIL					
Principal	\$196.00	X	13.00		\$2,548.00
Senior Engineer	\$141.00	X	0.00		\$0.00
Civil Engineer	\$111.00	X	21.00		\$2,331.00
Analyst	\$93.00	X	57.00		\$5,301.00
CADD / Production	\$96.00	X	3.00		\$288.00
Designer	\$107.00	X	9.00		\$963.00
Tech / Field Rep	\$63.00	X	76.00		\$4,788.00
Support Staff	\$78.00	X	11.00		\$858.00
PHASE IV: CIVIL					\$17,077.00
PHASE IV (HNTE – Hourly Not to Exceed): TOTAL					\$56,257.00

SUBTOTAL PHASES I - IV	\$242,238.0
REIMBURSABLES (DIRECT EXPENSES REIMBURSED AT COST-PER SCOPE)	\$2,000.0
CONTINGENCY (IF	\$0.00
TOTAL NOT TO EXCEED	\$244,238.0

END OF ATTACHMENT B

ATTACHMENT C – PROJECT SCHEDULE

ANTICIPATED START DATE: 08.03.15

TASK	ANTICIPATED COMPLETION SCHEDULE
PHASE I: DATA COLLECTION AND DESIGN CONCEPT	20 DAYS ESTIMATED DATED: 08.23.15
PHASE II TASK A: DESIGN AND BID/RFP - 30% DRAWINGS	30 DAYS ESTIMATED DATED: 09.12.15
OWNER REVIEW PERIOD	5 DAYS ESTIMATED DATED: 09.18.15
PHASE II TASK B: DESIGN AND BID/RFP - 60% DRAWINGS	30 DAYS ESTIMATED DATED: 10.18.15
OWNER REVIEW PERIOD	5 DAYS ESTIMATED DATED: 10.23.15
PHASE II TASK C: DESIGN AND BID/RFP - 90% DRAWINGS	30 DAYS ESTIMATED DATED: 11.30.15
OWNER REVIEW PERIOD	5 DAYS ESTIMATED DATED: 12.07.15
PHASE II TASK D: DESIGN AND BID/RFP - 100% DRAWINGS	15 DAYS ESTIMATED DATED: 12.21.15
PHASE III: BID/RFP FOR CONSTRUCTION	45 DAYS TBD
PHASE IV: CONSTRUCTION ADMINISTRATION	10 – 12 MONTHS TBD

END OF ATTACHMENT C

EXHIBITS A-C FOLLOW

EXHIBIT A KIMLEY-HORN AND ASSOCIATES

PROJECT WORK PLAN

Project Name: FS 85 FS #85
 Project Number: 0
 Date Prepared: 6/11/2015
 Estimated By: PVB

Estimated Project Duration:
 Design, Permitting, & Bidding: 5 months
 Construction: 9 months
 Total: 14 months

KHA Task # Subtask ID Number	KHA Task Name Subtask Name/Description	Direct Labor (Person-Hours)									KHA Labor Total		Misc. Direct Expense (\$)
		Principal P-7/8 \$196.00	Senior Prof P-5/6 \$141.00	Prof P-3/4 \$111.00	Analyst P-1/2 \$93.00	CADD CO-5/6 \$96.00	Designer D7 \$107.00	Tech/ Field Rep T-4 \$63.00	Support Staff C-5 \$78.00				
TASK I	OBTAIN DATA												
14	SURVEY: BOUNDARY, TOPO, TREE LOCATION	1.0		1.0		1.0							
15	CERTIFIED BOUNDARY SURVEYS FOR SUBMITTAL												
16	ADDITIONAL SURVEY FOR FORCEMAIN ROUTE												\$6,000
17	COORDINATE LOCATION UTILITY CONNECTION WITH NORTH PORT UTILITIES	1.0		1.0									
18	ARCHITECTURAL FOOTPRINT AND ELEVATION DRAWINGS					2.0							
19	MEET WITH NORTH PORT UTILITIES TO COORDINATE LOCATION OF UTILITY CONNECTIONS AND DETERMINE SERVICE AREA	1.0			12.0	1.0							
20	ESTABLISH DESIGN CRITERIA PURSUANT TO THE CODE	2.0			8.0	2.0			1.0				
21	COORDINATE ENVIRONMENTAL REPORT/GOPHER TORTOISE SURVEY			0.5									
22	REVIEW GEOTECHNICAL REPORTS/SHWE DETERMINATION			0.5									
23	REQUEST CHECKS FOR PERMIT FEES			1.0					1.0				
	Subtotal (Hours)	5.0	0.0	4.0	20.0	6.0	0.0	0.0	2.0	0.0			0.0
	Task Total (Dollars)	\$980	\$0	\$444	\$1,860	\$576	\$0	\$0	\$156		\$4,016		\$0
	Survey Expense (Dollars)												\$6,000
TASK II	FINAL SITE AND DEVELOPMENT PLANS												
28													
29													
30	OBTAIN ADDITIONAL INFORMATION/DOCUMENTATION REQUIRED			1.0		2.0			1.0				
31	PREPARE FINAL S&D PLANS INCORPORATING DRC COMMENTS:												
32	TITLE SHEET			1.0		1.0							
33	EXISTING CONDITIONS PLAN												
34	HORIZONTAL CONTROL PLAN			1.0		4.0							
35	ON-SITE PAVING, GRADING AND DRAINAGE PLAN	2.0		4.0	4.0	24.0							
36	STORMWATER MANAGEMENT PLANS			12.0		18.0							
37	WATER AND SEWER PLAN	1.0		6.0	12.0	7.0							
38	SIGNING AND MARKING PLAN	1.0		2.0		6.0							
39	PAVING GRADING AND DRAINAGE DETAILS	2.0				6.0							
40	ONSITE WATER AND SEWER CONNECTIONS			2.0	4.0	3.0							
41	LIFTSTATION DESIGN	1.0	4.0	4.0	20.0	4.0							
42	OFFSITE FORCEMAIN PLAN AND PROFILE	2.0		2.0	8.0	34.0							
43	WATER AND SEWER DETAILS			2.0	2.0	2.0							\$0
44	LANDSCAPE			10.0	20.0								
45	QC PLAN REVIEW	4.0				2.0			1.0				
46	UPDATE PER QA/QC	1.0		2.0		9.0			1.0				
47	PLANS TO CLIENT			1.0					1.0				\$100
48	MEET WITH CLIENT TO DISCUSS PLAN	3.0		3.0		1.0			1.0				
49	PREPARE SDR SUBMITTAL TO NORTH PORT	1.0		2.0	16.0	4.0			2.0				
50	SUBMIT SDR APPLICATION AND SUPPORTING DOCUMENT			2.0					1.0				
51	ATTEND PRE-SUB			3.0		1.0							
52	RESPOND TO DRC COMMENTS AND REVISE PLANS	2.0		4.0	18.0	18.0			1.0				
53													
54													
55													
56													
57													
58													
59													
60													
	Subtotal (Hours)	20.0	4.0	64.0	104.0	146.0	0.0	0.0	9.0				
	Task Total (Dollars)	\$3,920	\$564	\$7,104	\$9,672	\$14,016	\$0	\$0	\$702		\$35,978		\$100

PROJECT WORK PLAN

Project Name: FS 85 FS #85
 Project Number: 0
 Date Prepared: 6/11/2015
 Estimated By: PVB

Estimated Project Duration:
 Design, Permitting, & Bidding: 5 months
 Construction: 9 months
 Total: 14 months

KHA Task # Subtask ID Number	KHA Task Name Subtask Name/Description	Direct Labor (Person-Hours)										Misc. Direct Expense (\$)
		Principal P-7/8 \$196.00	Senior Prof P-5/6 \$141.00	Prof P-3/4 \$111.00	Analyst P-1/2 \$93.00	CADD CO-5/6 \$96.00	Designer D7 \$107.00	Tech/ Field Rep T-4 \$63.00	Support Staff C-5 \$78.00	KHA Labor Total		
TASK III	PERMIT DOCUMENTS AND PERMITTING											
64	SWFWMD PERMIT											
65	PRE-APP MEETING WITH DISTRICT			3.0		1.0						
66	SURFACE WATER MANAGEMENT PLAN											
67	COVER, TITLE PAGE AND TABLE OF CONTENTS					0.5						
68	PROJECT NARRATIVE				3.0				1.0			
69	ERP SECTION A			0.5	0.5				1.0			
70	ERP SECTION C				0.5							
71	ERP SECTION E				0.5							
72	OBTAIN SIGNATURES				0.5				2.0			
73	APPENDIX A - EXISTING CONDITIONS				1.0				1.0			
74	HYDROLOGY											
75	PREPARE HYDROLOGY SPREADSHEET				1.0							
76	DELINEATE BASINS				1.0	1.0						
77	CALCULATE Tc					1.0						
78	CALCULATE CN				2.0							
79	CREATE BASIN MAP					2.0						
80	INPUT HYDROLOGY INTO ICPR				2.0							
81	RUN HYDROLOGY AND PRINT BASIN SUMMARY REPORT				2.0							
82	HYDRAULICS											
83	DEVELOP NODE/REACH SCHEMATIC				2.0							
84	DEVELOP STAGE/AREA INPUT FOR STORAGE NODES				0.5							
85	DEVELOP TIME/STAGE INPUT FOR BOUNDARY NODES				0.5							
86	DETERMINE INPUT PARAMETERS FOR LINKS				0.5							
87	INPUT HYDRAULICS INTO ICPR				2.0							
88	SET UP SIMULATIONS AND RUN				0.5							
89	APPENDIX B - PROPOSED CONDITIONS											
90	HYDROLOGY											
91	PREPARE HYDROLOGY SPREADSHEET				2.0							
92	DELINEATE BASINS				1.0	1.0						
93	CALCULATE Tc				1.0	1.0						
94	CALCULATE CN				2.0							
95	CREATE BASIN MAP				1.0	2.0						
96	INPUT HYDROLOGY INTO ICPR				2.0							
97	RUN HYDROLOGY AND PRINT BASIN SUMMARY REPORT				4.0							
98	HYDRAULICS											
99	DEVELOP NODE/REACH SCHEMATIC				1.0							
100	DEVELOP STAGE/AREA INPUT FOR STORAGE NODES				1.0	1.0						
101	DEVELOP TIME/STAGE INPUT FOR BOUNDARY NODES				1.0							
102	DETERMINE INPUT PARAMETERS FOR LINKS				1.0							
103	INPUT HYDRAULICS INTO ICPR				1.0							
104	SET UP SIMULATIONS AND RUN				2.0							
105	APPENDIX C - WATER QUALITY TREATMENT											
106	USE TREATMENT CALCULATIONS FROM HYDROLOGY SPREADSHEET FOR WET SYSTEMS				2.0							
107	APPENDIX D - STORM SEWER TABULATIONS (STORMTAB)				2.0	1.0						
108	DELINEATE MINOR BASINS FOR CAD				0.5	1.0						
109	CAD TO DETERMINE MINOR BASIN AREAS					1.0						
110	PREPARE STORMTAB SPREADSHEET				1.0							
111	EXHIBITS											
112	LOCATION MAP					0.5						
113	SITE PLAN (8 1/2" x 11")					1.0						
114	BOUNDARY SURVEY					0.5						
115	SCS SOILS MAP AND INFORMATION				1.0							
116	PROPERTY DEED								1.0			
117	BMP GUIDELINES				0.5							
118	STORMWATER SYSTEM MAINTENANCE MANUAL				0.5							
119												
120	SUBMITTAL TO SWFWMD											100.0
121	COVER LETTER (1)				0.5				1.0			
122	CHECK (1)				0.5				1.0			
123	PLANS (5)	1.0			4.0	4.0						
124	BOOKS (5)				4.0	1.0						
125	RAI #1 (REQUEST FOR ADDITIONAL INFORMATION)											
126	COPY SUBS ON COMMENTS WITH RESPONSIBILITIES				1.0							
127	PREPARE RESPONSE LETTER	1.0			4.0				1.0			
128	REVISE PLANS	1.0			6.0	20.0						
129	REVISE CALCULATIONS				4.0	1.0			2.0			
130	PREPARE RE-SUBMITTAL TO SWFWMD				4.0	1.0			2.0			100.0
131	RESPONSE LETTER (1)											
132	REVISED PLANS (3)	1.0										
133	REVISED BOOKS (3)											
134												
135	FDEP WATER											
136	OBTAIN PLANT INFORMATION				1.0							
137	PREPARE APPLICATION	1.0			3.0				1.0			
138	OBTAIN SIGNATURES				1.0				1.0			
139	SUBMIT APPLICATION TO FDEP WITH SET UTILITY PLANS APPROVED BY THE CITY (1)	1.0			2.0				2.0			100.0
140												
141	FDEP SEWER											
142	OBTAIN PLANT INFORMATION				1.0							
143	PREPARE APPLICATION				4.0				2.0			
144	OBTAIN SIGNATURES				1.0							
145	SUBMIT APPLICATION TO FDEP WITH SET UTILITY PLANS APPROVED BY THE COUNTY	1.0			4.0				6.0			100.0
146	RAI #1											
147	PREPARE RESPONSE LETTER	1.0			3.0				3.0			
148	REVISE PLANS	1.0			3.0	4.0						
149	REVISE APPLICATION											
150	PREPARE RE-SUBMITTAL TO FDEP				2.0	1.0			2.0			100.0
151	RESPONSE LETTER (1)											
152	REVISED APPLICATION (1)											
153	SWPPP (STORMWATER POLLUTION PREVENTION PLAN)											
154	PREPARE SWPPP	1.0			2.0	2.0						100.0
155	PREPARE NOI AND SUBMIT TO FDEP				2.0	1.0			1.0			100.0
156	SEND COPY OF APP'S TO OWNERTO OWNER				1.0				3.0			200.0

PROJECT WORK PLAN

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KHA Task # Subtask ID Number	KHA Task Name Subtask Name/Description	Direct Labor (Person-Hours)									KHA Labor Total	Misc. Direct Expense (\$)
		Principal P-7/8	Senior Prof P-5/6	Prof P-3/4	Analyst P-1/2	CADD CO-5/6	Designer D7	Tech/ Field Rep T-4	Support Staff C-5			
		\$196.00	\$141.00	\$111.00	\$93.00	\$96.00	\$107.00	\$63.00	\$78.00			
TASK IV	CONSTRUCTION OBSERVATION AND ADMINISTRATION											
	PRE CON			4.0		1.0			2.0			
161	CLARIFICATIONS, INTERPRETATIONS AND RFTS.			12.0		2.0			3.0			
162	SHOP DRAWINGS AND SAMPLES	4.0		4.0	18.0		3.0		3.0			
163	REVIEW DRAW REQUESTS	1.0			18.0				2.0			
164	WATER MAIN PRESSURE TEST							4.0			100.0	
165	BACTEES							4.0	1.0		100.0	
166	SEWER PRESSURE TEST and TV							4.0			100.0	
167	ONSITE OBSERVATIONS/SUBSTANTIAL/FINAL							64.0			600.0	
168	REVIEW RECORD DRAWINGS	1.0		1.0	9.0							
169	CERTIFICATIONS											
170	SWFWMD	2.0			4.0		2.0			1.0		
171	CITY	1.0			4.0		2.0			1.0		
172	FDEP/DOH	4.0			4.0		2.0			1.0		
	Subtotal (Hours)	13.0	0.0	21.0	57.0	3.0	9.0	76.0	11.0		\$900	
	Task Total (Dollars)	\$2,548	\$0	\$2,331	\$5,301	\$288	\$963	\$4,788	\$858	\$17,077	\$1,800	

LETTER OF AGREEMENT

June 26, 2015

Todd Sweet, AIA, LEED AP
Principal
Sweet Sparkman Architects, Inc.
2168 Main Street
Sarasota, FL 34237

VIA EMAIL: TSWEET@SWEETSPARKMAN.COM

**RE: North Port Fire Station #85
KEG Project No. 14DS-0071P Rev03
Professional Engineering Design Services**

Dear Todd;

Karins Engineering Group, Inc. (KEG) proposes to render professional engineering services in connection with the design of a project referred to as **City of North Port Fire Station #85, North Port, FL** (hereinafter called the "Project") for **Sweet Sparkman Architects, Inc.** (hereinafter called the "Client"). KEG expects the Client to furnish us with full information as to the requirements of the Project, including any special or extraordinary considerations for the Building or special services needed, and to make available all pertinent existing data.

We understand the Project to consist of a new 9000 to 9500 sf building based on a plan previously built by the City. Should any of the given or assumed data be changed or invalidated, we request that the client notify KEG so that we can evaluate the effect(s) on our proposal.

KEG proposes the following Scope of Services.

SCOPE OF SERVICES

Phase I – Data Collection and Design Concept

KEG will participate in an initial team design concept meeting. As needed, KEG will provide input on layout and material considerations in support of design concept formulation.

Phase II – Design and Bid Package

KEG will analyze the Building structure and design structural elements according to the current edition of the Florida Building Code. Our services will include design of the primary structural components of the building. Pre-engineered or specialty-engineered components such as trusses, bar joists, railings, stairs, precast concrete, curtain walls, storefront, window and door systems, shade sails, etc. will not be included in our services, though we will identify locations and configurations of such components with preliminary sizing if applicable. Interior partitions, ceilings, and other site features, planters, pools, seawalls, secondary structures and structures outside the building footprint are not included except as specifically noted in this statement Scope. Such elements will be designed only as Additional Services or Change Order upon signed approval by Client and Owner.

KEG will provide structural drawings for use during permitting and bidding. Prior to issuing signed and sealed 100% drawings, we will provide 30%, 60%, and 90% progress/coordination sets.

Florida Certificate of Authorization #08371

Phase III – Bid/RFP for Construction

KEG will provide engineering support for the bid process including responses to RFIs and bid substitution requests.

Phase IV –Construction Administration

During construction, KEG will review structural submittals, respond to clarification RFIs and provide up to (3) site visits.

Additional Services

Except as noted in the preceding Scope sections, the following tasks are not included in the work and fee proposal and will be provided as Additional Services or Change Orders only with signed authorization from the Client and Owner: construction administration services additional to those outlined above such as RFIs requiring redesign or plan changes; construction phase requests for substitutions; changes to foundation system after commencement of structural design; rational or comparative analysis of impact windows and doors; all documents additional to the originally sealed structural drawings requiring sign and seal, significant design changes requiring structural redesign or redrafting, changes after design drawing sign-off related to owner changes, value engineering, discovered conditions, contractor requests; late coordination-related changes requiring structural redesign/redrafting; redesign or redrafting related to floodplain management review requirements, additional site visits and meetings.

FEES

Fees for requested services shall be as follows:

Phase	Employees	Hourly Rate	Hours	Total
I	John Bonacci, P.E.	\$150	2	\$300
	Aaron Smith, Project Eng.	\$130	2	\$260
II	John Bonacci, P.E.	\$150	5	\$900
	Aaron Smith, Project Eng.	\$130	32	\$4160
	Ramon Hernandez-Ron, CAD Tech	\$90	32	\$2880
III	John Bonacci, P.E.	\$150	4	\$600
	Aaron Smith, Project Eng.	\$130	4	\$520
IV	John Bonacci, P.E.	\$150	4	\$600
	Aaron Smith, Project Eng.	\$130	8	\$1040
	Ramon Hernandez-Ron, CAD Tech	\$90	2	\$180
	Paula Barros-Pena, EI	\$130	20	\$2600
TOTAL				\$13890

Additional Services

The fee for additional services as described above will be billed on time expended according to KEG's current hourly rates or per lump sum fee provided upon determination of the scope of work requested; the work shall be defined in either an Additional Services Letter (ASL) or in a Change Order (CO) and will only commence upon signed authorization by the Client and Owner.



GENERAL CONDITIONS

This Agreement is subject to the following conditions.

1. Karins Engineering Group, Inc. (KEG) will bill monthly for services. The financial arrangements contained in the fee proposal are based on prompt payment of our bills and the orderly progress of the Project through completion of the defined Scope of Services. Nonpayment of bills may result in KEG stopping work on the Project.
2. Billed amounts are due upon receipt. Any billed amount that remains unpaid for a period greater than thirty (30) calendar days will accrue finance charges at the rate of 1% per month (but not exceeding the maximum rate allowable by law). Payments received subsequent to application of said finance charges will be applied as follows: a) first to any outstanding finance charges, then b) to the oldest outstanding principal balance. Client shall pay all costs incurred by KEG in attempting to collect any delinquent amount owed by the Client. These costs may include but not be limited to Attorneys fees, collection agency fees, fees for time expended by KEG personnel at current hourly rates, court costs, filing fees, mediator fees, or arbitrator fees.
3. In accordance with Florida Statutes Chapter 713, to preserve KEG's lien rights, KEG will file a claim of lien against the project for any invoice that remains unpaid for a period of 60 days.
4. If the defined Scope of Services is changed at the request of the Client, additional charges will be applicable. If stipulated fees are not agreed upon in writing prior to the commencement of additional work, the additional charges will be billed based on KEG's current hourly rates.
5. Any changes, modifications or alteration to the plans and specifications requested by the Owner after completion of the documents at each project phase shall be accomplished as additional services.
6. At the time this Agreement was drafted, KEG current hourly rates were as follows. These rates are subject to change from time to time to reflect current market conditions.

• Expert Witness Services	\$ 250.00 per hour
• President, CEO	\$ 170.00 per hour
• Director, Department Manager	\$ 150.00 per hour
• Project Manager , Sr. Materials Technician	\$ 140.00 per hour
• Engineer, Materials Engineer	\$ 130.00 per hour
• Drafter, Junior Engineer	\$ 90.00 per hour
• Clerical	\$ 65.00 per hour
7. Hourly billing is based on ½ hour increments, except for telephone calls, which are billed based on ¼ hour increments. When services are provided outside our offices, billing will be based on portal-to-portal time spent on the project with a 2-hour minimum charge.
8. Mileage shall be calculated from KEG nearest physical office address to the project site and shall be reimbursed at a maximum rate equal to the current IRS Standard Mileage Rate.
9. Reimbursable expenses shall be billed to the Client with a 10% carrying charge.
10. Ten copies of the final Construction Documents and/or Project Manual are included in the fee, where applicable. Three copies of final reports are included in the fee, where applicable. Preliminary or progress documents included in the fee are as specified in the Agreement. Additional copies of preliminary or progress documents or additional copies of final documents shall be supplied upon request as an Additional Service. Costs to produce Additional Service documents will be billed to the Client on a time and material basis. Material costs for letter-size documents shall be \$0.10 per page b/w and \$0.20 per page color. Material cost for large format documents shall be \$1.00 per page.
11. Electronic copies of the construction documents shall be provided for use by the general contractor or subcontractors at a fee of \$250.00 for plans and \$100.00 for specifications if requested in writing. The electronic copies may be used to generate shop drawings or as-built drawings for this project only. Any additional or unauthorized use of the material contained in electronic transmissions is prohibited. The fee shall be paid in advance and accompanied with a signed agreement pertaining to receipt and use of electronic media. Karins Engineering Group, Inc. shall provide a copy of the written agreement to the contractor upon request for electronic transfer of the construction document.
12. In the event the project is placed on a "hold" status during the design or construction phase for a period exceeding 30 days, the engineering professional shall be entitled to an additional fee of 10% of the total KEG fee for the project or a minimum fee of \$500.00, whichever is greater, to restart the project.



13. It is explicitly understood and agreed upon that the level of service to be provided under this Agreement shall be limited to the degree of care and skill ordinarily exercised under similar conditions by reputable members of the engineering profession practicing in the same or similar locality. No other warranty, expressed or implied, is made or intended by KEG's proposal for consulting services, or by any materials furnished by KEG to the Client in writing or orally.
14. In any claim made by the Client against KEG, at law or otherwise, for any alleged error, omission or other act arising out of the performance of our professional services, that is not proven by the Client, the Client shall pay all costs, including attorney's fees, incurred by KEG defending itself against the claim. In any claim made by KEG against the Client, at law or otherwise, for any act arising out of this professional service agreement, that is not proven by KEG, KEG shall pay all costs, including attorney's fees, incurred by the Client defending itself against the claim.
15. KEG expects to commence work on the defined Scope of Services promptly after receipt of an executed proposal and to complete the defined Scope of Services in a timely manner. KEG will coordinate its activities with those of the Client in an effort to avoid causing delays, damages, additional costs or expenses to the Client. However, KEG shall not be responsible for delay damages, costs or expenses related to the project.
16. Client shall obtain and deliver to KEG or cause to be delivered to KEG shop drawings as required by KEG specifications, structural notes or plan notes. Client shall indemnify, defend and hold KEG harmless in the event of any loss or damage resulting from failure of components requiring shop drawings, provided shop drawings are not provided to KEG or shop drawing revisions required by KEG are not completed prior to fabrication in shop or field.
17. Any liability as a result of the services performed under this Agreement shall be limited to the amount of fees paid by the Client to KEG under this Agreement or \$100,000.00, whichever is greater. KEG agrees to maintain Professional Liability Insurance in the amount of \$1,000,000.00 for the duration of the project.
18. **PURSUANT TO FS 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.** The Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit (other than personal injury or property that is not the subject of this agreement) shall be directed and/or asserted only against KEG, a Florida corporation, and not against any of the KEG employees, officers or directors.
19. Client agrees to indemnify and hold harmless KEG and its officers, directors, agents and employees from and against all claims, damages and expenses, including but not limited to attorney's fees arising out of or arising from the performance of the work and the obligations imposed by this agreement that is brought by the Client's individual or several members (excluding the Client, itself), contractors, subcontractors, sub-subcontractors, materialmen or agents of any tier or their respective employees, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. The monetary obligation under this paragraph shall be limited to \$1,000,000.00, which Client agrees bears a reasonable commercial relationship to the Work undertaken by KEG. Client further agrees that these general conditions are a part of the Work's specifications, bid documents or contracts with other parties who may claim damages, if any.
20. This agreement shall not be interpreted to create liability for KEG to any third party.
21. All work prepared by KEG shall constitute the intellectual property of KEG; however, Client is granted an exclusive, non-royalty bearing license to use the work for its intended purposes, at its intended location. Said work may not be used at any other location or for any other use without prior written authorization.
22. KEG does not guarantee that our opinions of probable construction costs will not differ materially from negotiated prices or bids. If the Client requires formal estimates or greater assurance as to probable construction costs, an independent cost estimator should be employed.
23. "Inspection," whenever used, shall be defined as "periodic construction observation of work in progress to verify general conformance with the project specifications and their intent." The use of the term "inspection" shall not imply that KEG is conducting or intends to conduct exhaustive inspections of all work to uncover any code violations, defects in the construction or undetected errors and omissions.
24. KEG will have no responsibility for the Contractor's means, methods, techniques, and procedures used in construction, and will not be held liable for the Contractor's inadequate or unsatisfactory performance of the Work.
25. Should the Owner find these General Conditions unacceptable, an increase in KEG's proposed fee may be negotiated to offset the increased risk from that proposed by the General Conditions.
26. If either party to this Agreement wishes to terminate the agreement, they may do so at any time upon ten days written notice, payment for services rendered as of the date of termination and delivery of reports commenced as of the date of termination.



27. This agreement represents the entire understanding between Karins Engineering Group, Inc. and the Client with respect to the project.
28. This agreement may only be modified in writing signed by both parties.
29. Neither party shall let, assign or transfer this Agreement, any part thereof or any interest therein without the written consent of the other party.
30. This agreement will be open for acceptance for 30 days following the date presented to the Client, unless agreed in writing by both parties.
31. If any term, condition or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall be binding on KEG and the Client.
32. Counterparts: This Agreement may be executed in one or more counterparts. Each counterpart shall be deemed an original, but all of which together shall constitute one and the same instrument. Execution and delivery of this Agreement may be evidenced by facsimile transmission.
33. This agreement is to be governed by the laws of the State of Florida. The venue for legal action arising out of this agreement shall lie exclusively in the Circuit Court in and for Sarasota County, Florida.
34. Unless otherwise noted, KEG signage is permitted at the site, and photos of the project taken by KEG, and renderings, may be used in KEG literature.
35. Notices to the parties as provided herein shall be by facsimile and certified mail to the following addresses:

As to Client:	Sweet Sparkman Architects, Inc. Attn: Todd M. Sweet, AIA, Principal 2168 Main Street Sarasota, FL 34237
As to KEG:	Karins Engineering Group, Inc. Attn: David G. Karins, PE, President 2017 Fiesta Drive Sarasota, FL 34231

---End General Conditions---



We trust that this agreement is responsive to your needs. Your signature in the space below will execute this agreement for the tasks as outlined in detail above; its return to our office will authorize us to commence our work.

If you have any questions or require additional information regarding this agreement, please do not hesitate to call. We sincerely appreciate the opportunity to assist you with your project.

Sincerely,
Karins Engineering Group, Inc.

John F. Bonacci, PhD, PE
Director of Structural Engineering Design

ACCEPTED this _____ day of _____, 2015

AGREEMENT AUTHORIZED BY:

Authorized Signature

Printed Name, Title

**PRIMARY CLIENT CONTACT
FOR PROJECT:**

Contact's Name

Phone Numbers: _____

CLIENT BILLING ADDRESS:

To the Attention of:

Mailing Address

PHYSICAL PROPERTY ADDRESS:

LEGAL DESCRIPTION OF BUILDING:

Please attach a legal description of the property.



Page 1
EXHIBIT C
MATERN ENGINEERING

Northport FS #85 fee proposal.xls

PHASE OF PROJECT:	Principal Engineer	Sr. Project Manager/ QC/ Engineer V	Sr. Engineer/ Project Manager/ Designer IV	Engineer/ Designer III/ Field Tech III	Designer II/ Field Technician II	Designer I/ Field Technician I	CAD/ BIM Tech	Clerical	Total Hours Per Task	Total Fee Per Task
	\$185.00/Hr	\$135.00/Hr	\$110.00/Hr	\$85.00/Hr	\$75.00/Hr	\$70.00/Hr	\$65.00/Hr	\$65.00/Hr		
PHASE I		8		16				8	32	\$2,960
PHASE III		40		48			96	6	190	\$16,110
PHASE III				12				12	24	\$1,800
PHASE IV		40							40	\$5,400
Total Hours this Project		88		76			96	26	286	
Total Fee this Project		\$11,880		\$6,460			\$6,240	\$1,690		\$26,270
Printing and Reimbursable Expenses										
Total Fees & Reimbursables										\$26,270
Subconsultants:										