

CONTRACT NO. 2020-11

**PROFESSIONAL ENGINEERING AND ARCHITECTURAL SERVICES FOR DESIGN OF FIRE
RESCUE STATION 81 EXPANSION AND REMODEL**

THIS CONTRACT FOR PROFESSIONAL ENGINEERING AND ARCHITECTURAL SERVICES FOR DESIGN OF FIRE RESCUE STATION 81 EXPANSION AND REMODEL (the "Contract") is made by and between the CITY OF NORTH PORT, FLORIDA, a municipal corporation of the State of Florida, hereinafter referred to as the "City" and **SCHENKEL & SHULTZ, INC.**, a Florida Profit Corporation registered to conduct business in the State of Florida, with a local business address of 2801 FRUITVILLE ROAD, SUITE 200, SARASOTA, FL 34237, hereinafter referred to as "Consultant."

NOW THEREFORE, for and in consideration of their mutual covenants specified herein and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties bind themselves, their partners, successors, assigns, and legal representatives to all covenants, agreements, and obligations contained in this Contract and the proposal documents submitted in response to Request for Proposal No. 2020-11 (the "RFP"), and do hereby further agree as follows:

1. CONSULTANT'S SERVICES

- A. Consultant agrees to diligently and timely perform services for the City relating to Professional Engineering and Architectural Design Services as identified in the Request for Proposal No. 2020-11 and Consultant's proposal submitted **February 14, 2020**. The overall Scope of Services is described in **Exhibit "A,"** with detailed tasks and associated fees provided in **Exhibit "B."** Both exhibits are attached hereto and incorporated as if set forth fully herein. These items are collectively referred to as the Project.
- B. This Contract becomes effective on the date the last party executes it (the "Effective Date") and shall terminate upon the completion of the Project or as otherwise provided herein. Following the Effective Date of this Contract, the Consultant will commence work on the Project within a mutually agreed upon time following Consultant's receipt of a written Notice to Proceed from the City's Purchasing office. The estimated completion date for the Project Phases 1, 2, 3 and 4 is **May 27, 2021. (Bidding and Construction Administration Services completion date to be determined).**

2. COMPENSATION AND PAYMENT FOR CONSULTANT'S SERVICES

A. COMPENSATION

- 1. Consultant shall receive **THREE HUNDRED SIXTY-FIVE THOUSAND EIGHT HUNDRED THIRTY DOLLARS and NO CENTS (\$365,830.00)** as compensation for its services. This compensation includes 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 Contract.
- 2. The parties acknowledge and agree that the obligations of the City to fulfill financial obligations of any kind pursuant to any and all provisions of this Contract, or any subsequent

contract entered into pursuant to this Contract or referenced herein to which the City is a party, are and shall remain subject to the provisions of Florida Statutes Section 166.241, as amended, regardless of whether a particular obligation has been expressly so conditioned. The City will exercise all lawful and available authority to satisfy any financial obligations of City that may arise under this Contract; however, since funds are appropriated annually by the City Commission on a fiscal year basis, the City's legal liability for the payment of any costs will not arise unless and until appropriations for such costs are approved for the applicable fiscal year by the City Commission (nor shall such liability arise if a request for such appropriations is excluded from the budget approved by the City Commission). Notwithstanding the foregoing, no officer, employee, director, member or other natural person or agent of City shall have any personal liability in connection with the breach of the provisions of this Section or in the event of a default by City under this Section. This Contract does not constitute an indebtedness of City nor an obligation for which the City is obligated to levy or pledge any form of taxation or for which City has levied or pledged any form of taxation.

B. METHOD OF PAYMENT

1. The City will pay Consultant through payment issued by the Finance Department in accordance with the Florida Local Government Prompt Payment Act, Florida Statutes Section 218.70, *et seq*, upon receipt of Consultant's invoice and written approval of same by the City's Administrative Agent, indicating that services have been rendered in conformity with this Contract. Consultant must 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 will 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. Consultant's invoices must be in a form satisfactory to the City of North Port Finance Department.

3. INDEMNIFICATION

- A. TO THE EXTENT PERMITTED BY FLORIDA LAW, THE CONSULTANT, AS A DESIGN PROFESSIONAL, MUST INDEMNIFY AND HOLD HARMLESS THE CITY, AND ITS OFFICERS AND EMPLOYEES, FROM LIABILITIES, DAMAGES, LOSSES, AND COSTS, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, TO THE EXTENT CAUSED BY THE NEGLIGENCE, RECKLESSNESS, OR INTENTIONALLY WRONGFUL CONDUCT OF THE CONSULTANT AND OTHER PERSONS EMPLOYED OR UTILIZED BY THE CONSULTANT IN THE PERFORMANCE OF THIS CONTRACT. THIS CONTRACT DOES NOT CONSTITUTE A WAIVER OF SOVEREIGN IMMUNITY OR CONSENT BY THE CITY OR ITS SUBDIVISIONS TO SUIT BY THIRD PARTIES.**
- B. THE CITY MUST PROVIDE ALL AVAILABLE INFORMATION AND ASSISTANCE THAT THE CONSULTANT MAY REASONABLY REQUIRE REGARDING ANY CLAIM. IN THE EVENT OF A CLAIM, THE CITY MUST 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 CONTRACT.

- C. THIS INDEMNIFICATION SURVIVES TERMINATION OR COMPLETION OF THIS CONTRACT. THE INSURANCE COVERAGE AND LIMITS REQUIRED IN THIS CONTRACT MAY OR MAY NOT BE ADEQUATE TO PROTECT THE CITY AND SUCH INSURANCE COVERAGE WILL 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).**
- D. NOTHING IN THIS CONTRACT SHALL BE DEEMED TO AFFECT THE RIGHTS, PRIVILEGES AND IMMUNITIES OF THE CITY AS SET FORTH IN FLORIDA STATUTES SECTION 768.28. THE TERMS OF THIS SECTION SURVIVE THE TERMINATION OF THIS CONTRACT.**
- E. FURTHER, THE CONSULTANT SHALL FULLY INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF NORTH PORT, FLORIDA, FROM ANY SUITS, ACTIONS, DAMAGES, AND COSTS OF EVERY NAME AND DESCRIPTION, INCLUDING ATTORNEYS' FEES, ARISING FROM OR RELATING TO VIOLATION OR INFRINGEMENT OF A TRADEMARK, COPYRIGHT, PATENT, TRADE SECRET OR INTELLECTUAL PROPERTY RIGHT.**

4. CONSULTANT'S INSURANCE

A. INSURANCE:

- 1. Before performing any work, Consultant shall procure and maintain, during the life of this Contract, 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 the prior written approval of the City Manager or designee. The City Manager or designee may alter the amounts or types of insurance policies required by this Contract upon agreement with Consultant.
- 2. The below insurance requirements are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The City in no way warrants that the minimum limits contained herein are sufficient to protect the Consultant from liabilities that might arise out of the performance of the work done under this Contract by the Consultant, its agents, representatives, employees, or subcontractors. Consultant is free to purchase such additional insurance as it may determine necessary.

- B. Workers' Compensation and Employers' Liability Insurance:** Coverage to apply for all employees at the statutory limits provided by state and federal laws. The policy must include Employers' Liability with a limit of \$1,000,000 each accident; \$1,000,000 each employee; and \$1,000,000 policy limit for disease. Proof of such insurance must be filed by the Consultant with the City within ten (10) days after the execution of this Contract

- C. Comprehensive Commercial General Liability Insurance: Coverage must apply to all employees at the statutory limits provided by state and federal laws. The Consultant must procure and maintain, and require all subcontractors to procure and maintain, during the life of this Contract, a comprehensive commercial general liability policy, including but not limited to bodily injury, property damage, broad form contractual liability and Explosion, Collapse and Underground (XCU) coverage. The general aggregate limit must apply separately to this Contract or the general aggregate limit shall be twice the required occurrence limit.

The policy must include General Liability with a limit of \$1,000,000 for General Aggregate; \$1,000,000 for each occurrence; \$1,000,000 for Products and Completed Operations; and \$100,000 for Fire Damage. Proof of such insurance must be filed by the Consultant with the City within ten (10) days after the execution of this Contract.

- D. Automobile Liability Insurance: The Consultant must procure and maintain, and require all subcontractors to procure and maintain, during the life of this Contract, automobile liability insurance to include all owned, leased, hired, and non-owned vehicles. Automobile liability insurance must be written on a standard ISO form (CA 00 01) covering any auto (Code 1), or if Consultant has no owned autos, hired (Code 8) and non-owned (Code 9) autos.

The policy must include liability insurance with a limit of \$1,000,000 for Combined Single Limit (CSL) for each accident; \$1,000,000 per person for Bodily Injury; \$1,000,000 per accident for Bodily Injury; and \$1,000,000 per accident for Property Damage and \$100,00 for damage to rented premises. Proof of such insurance must be filed by the Consultant with the City within ten (10) days after the execution of this Contract.

- E. Professional Liability Insurance: The Consultant must procure and maintain, and require all subcontractors to procure and maintain, during the life of this Contract, professional liability insurance with a minimum \$1,000,000 per occurrence; and with a \$1,000,000 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.

- F. WAIVER OF SUBROGATION: All required insurance policies are to be endorsed with a waiver of subrogation. The insurance companies, by proper endorsement or through 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 Consultant for the City. It is Consultant's responsibility to notify its insurance company of the waiver of subrogation and request written authorization or the proper endorsement. Additionally, 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 for which Consultant or its agents may be responsible.

G. POLICY FORM:

1. All policies required by this Contract, with the exception of Professional Liability and Workers' Compensation, or unless Risk Management through the City's Purchasing Office gives specific approval, are to be written on an occurrence basis and the Comprehensive Commercial General Liability must name the City of North Port, its Commissioners, officers, agents, employees, and volunteers as additional insured as their interest may appear under this Contract. 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, 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.
2. Insurance requirements itemized in this Contract, and required of Consultant, shall be provided by or on behalf of all subconsultants to cover their operations performed under this Contract. Consultant shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subconsultants.
3. Each insurance policy required by this Contract 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. Consultant is to notify the City's 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 must not be construed to limit Consultant's liability nor to fulfill the indemnification provisions and requirements of this Contract. 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 Consultant and its carrier.**
6. Consultant shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract 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. Consultant's insurance is considered primary for any loss, regardless of any insurance maintained by the City. 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.

7. All certificates of insurance must be on file with and approved by the City before commencement of any work under this Contract. All certificates of insurance required herein, with the exception of Workers' Compensation and Professional Liability, must be accompanied by a copy of the additionally insured documents/endorsements (CG 20101185 or combination of CG 2010370704 and CG 20370704). Certificates of insurance evidencing Claims Made or Occurrences form coverage and conditions to this Contract, as well as the Contract 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 Office before 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.
8. Notices of Accidents (Occurrences) and Notices of Claims associated with work being performed under this Contract shall be provided to Consultant's insurer(s) and the City's Purchasing Office as soon as practicable after notice to the insured.

5. RESPONSIBILITY OF CONSULTANT

- A. Incorporation of Proposal Documents: The Request for Proposal No. 2020-11 ("RFP"), including attachments and addenda, and the Consultant's response to the RFP, are specifically made a part of this Contract and are incorporated as if set forth fully herein. In the event of a conflict between or among the documents or any ambiguity or missing specifications or instruction, the following priority is established:
 1. This Contract (Contract No. 2020-11) Approved by Commission, and any attachments.
 2. The RFP, including any and all attachments and addenda.
 3. Consultant's response to the RFP.
 4. Specific direction from the City Manager.
- B. Consultant is 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 Consultant under this Contract. Consultant must, without additional compensation, correct or revise any errors or deficiencies in its reports, designs, specifications, other documents and data.
- C. If Consultant is comprised of more than one legal entity, each entity is jointly and severally liable hereunder.

- D. Consultant warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for Consultant), to solicit or secure this Contract 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 Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award of this Contract.
 - E. Consultant must 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. Consultant covenants and agrees that it and its employees shall be bound by the standards of conduct in Florida Statutes Section 112.313, as it relates to work performed under this Contract. Consultant agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.
 - F. Consultant must comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and must not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Contract.
 - G. Consultant must maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Contract which must be available and accessible at Consultant's offices for inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives. Such records must be retained by Consultant for a minimum of three (3) years after completion of the services.
6. **PUBLIC RECORDS LAW:** In accordance with Florida Statutes Section 119.0701, Consultant shall comply with all public records laws, and shall specifically:
- A. Keep and maintain public records required by the City to perform the service.
 - 1. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies. (See <http://dos.dos.state.fl.us/library-archives/records-management/general-records-schedules/>).
 - 2. "Public records" means and includes those items specified in Florida Statutes Section 119.011(12), as amended from time to time, and currently defined as: All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Consultant's records under this Contract include but are not limited to, supplier/subcontractor invoices and contracts, Project documents, meeting notes, e-mails and all other documentation generated during this Contract.
 - B. Upon request from the City's custodian of public records, provide the City, at no cost, with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law. All records kept electronically must be provided to the City, upon request from the City's custodian of public records, in a format compatible with the information technology systems of the City.

- C. Ensure that Project records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and, if Consultant does not transfer the records to the City following completion of the Contract, for the time period specified in General Records Schedule GS1-SL for State and Local Government Agencies.
- D. Upon completion of the Contract, transfer, at no cost, to the City all public records in Consultant's possession or keep and maintain public records required by the City to perform the service. If Consultant transfers all public records to the City upon completion of the Contract, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon the completion of the Contract, Consultant shall meet all applicable requirements for retaining public records.
- E. **IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CUSTODIAN OF PUBLIC RECORDS, 4970 CITY HALL BOULEVARD, NORTH PORT, FLORIDA 34286, 941.429.7063 OR HOTLINE 941.429.7270;
E-MAIL: publicrecordsrequest@cityofnorthport.com.**
- F. Failure of Consultant to comply with these requirements shall be a material breach of this Contract. Further, Consultant may be subject to penalties under Florida Statutes Section 119.10.

7. OWNERSHIP AND USE OF DOCUMENTS

- A. It is understood and agreed that all the documents, or reproducible copies, developed by 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. Consultant hereby assigns all its copyright and other proprietary interests in the products of this Contract to the City. Specific written authority is required from the City's Administrative Agent for Consultant to use any of the work products of this Contract on any non-City project.
 - B. Notwithstanding the above, any reuse of the work products by the City on other projects will be at the risk of the City.
- 8. TIMELY PERFORMANCE OF CONSULTANT'S PERSONNEL:** The timely performance and completion of the required services is vitally important to the interest of the City. Consultant must 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 Contract. Consultant's personnel assigned to perform the services of this Contract must comply with the information presented in the professional services response proposal made a part hereof by reference. Consultant must 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 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 Consultant must commence within one (1) calendar week of Consultant's receipt of written Notice to Proceed from the City.
- B. Consultant specifically agrees that all work performed under the terms and conditions of this Contract will be completed within the time limits as set forth, subject only to delays caused through no fault of Consultant or the City.
- C. Consultant must 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 is entitled at all times to be advised at its request, and in writing, as to the status of work to be performed by 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 Consultant which delay the Project Schedule completion date, the City will 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 **Exhibit "C,"** which is attached hereto and incorporated as if set forth fully herein.

9. OBLIGATIONS OF THE 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 Contract. If necessary, the City may authorize a specific program manager 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 Consultant, and render in writing, decisions pertaining thereto within a reasonable time.
 - 2. Transmission of instructions, receipt of information, interpretation and definition of the City's policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Contract.
 - 3. Review for approval or rejection all Consultant's documents and payment requests.
- B. The City shall, upon request, furnish 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 Consultant.
- C. The City's Administrative Agent shall conduct periodic reviews of the work of Consultant necessary for the completion of Consultant's services during the period of this Contract, and may

make other City personnel available, where required and necessary to assist Consultant. The availability and necessity of said personnel to assist Consultant shall be determined solely within the discretion of the City. The City's technical obligations to this Project, if any, are stated in Specific Authorizations and Work Authorizations.

- D. The City shall not provide any services to Consultant in connection with any claim brought on behalf of or against Consultant.

10. TERMINATION

- A. TERMINATION WITH OR WITHOUT CAUSE: The performance of work under this Contract may be terminated with or without cause by the City Manager in whole or in part or whenever the City Manager determines that termination is in the City's best interest. Any such termination shall be effective by delivery to the Consultant of a written notice of termination at least thirty (30) calendar days before the date of termination, specifying the extent to which performance of the work under the Contract is terminated and the date upon which such termination becomes effective. Except as otherwise directed, the Consultant shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for material, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims. Consultant must 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. Upon delivery of the documents, the City shall pay the Consultant in full settlement of all claims by it hereunder as the work actually completed bears to the entire work under the Contract, as determined by the City, less payments already made to the Consultant, 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 Contract. Under no circumstances shall the City make any payment to Consultant for services that have not been performed or that are performed subsequent to the termination date.
- B. NON-APPROPRIATION: The parties acknowledge and agree that the obligations of the City to fulfill financial obligations of any kind pursuant to any and all provisions of this Contract, or any subsequent contract entered into pursuant to this Contract or referenced herein to which City is a party, are and shall remain subject to the provisions of Florida Statutes Section 166.241, regardless of whether a particular obligation has been expressly so conditioned. City agrees to exercise all lawful and available authority to satisfy any financial obligations of City that may arise under this Contract; however, since funds are appropriated annually by the City Commission on a fiscal year basis, City's legal liability for the payment of any costs shall not arise unless and until appropriations for such costs are approved for the applicable fiscal year by the City Commission (nor shall such liability arise if, a request for such appropriations is excluded from the budget approved by the City Commission). Notwithstanding the foregoing, no Commissioner, officer, employee, director, member or other natural person or agent of City shall have any personal liability in connection with the breach of the provisions of this Section or in the event of a default by City under this Section. This Contract shall not constitute an indebtedness of City nor shall it constitute an obligation for which City is obligated to levy or pledge any form of taxation or for which City has levied or pledged any form of taxation. It is expressly understood by the parties that funding for any subsequent fiscal year of the Contract is contingent upon appropriation of monies by the City Commission. In the event that funds are not available or appropriated, the City

reserves the right to terminate the Contract. The City will be responsible for payment of any outstanding invoices and work completed by the Consultant prior to such termination.

- C. ABANDONMENT: In the event that Consultant abandons performance under this Contract, the City Manager or designee may terminate this Contract upon three (3) calendar days' written notice to Consultant indicating its intention to do so. The written notice shall state the evidence indicating Consultant's abandonment.
- D. Consultant may terminate this Contract only in the event of the City failing to pay 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 Contract in the event Consultant is placed in either voluntary or involuntary bankruptcy, a receiver is appointed for Consultant or an assignment is made for the benefit of creditors.
- F. BREACH: In the event Consultant breaches this Contract, the City must 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 can immediately terminate the Contract 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 Consultant's work not being in accordance with the requirements of this Contract;
 - 2. The quantity of Consultant's work not being as represented in Consultant's Payment Request, or otherwise;
 - 3. Consultant's rate of progress being such that, in the City's opinion, substantial or final completion, or both, may be inexcusably delayed;
 - 4. Consultant's failure to use Contract funds, previously paid 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 Consultant;
 - 7. 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; or
 - 8. Violation of any local, state, or federal law in the performance of this Contract which will constitute a material breach of this Contract.

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

11. INDEPENDENT CONTRACTOR

Consultant is and shall be, in the performance of all work services and activities under this Contract, 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 Contract shall at all times and in all places be subject to Consultant's sole direction, supervision, and control. Consultant shall exercise control over the means and manner in which it and its employees perform the work, and in all respects 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. Consultant does not have the power or authority to bind the City in any promise, Contract or representation other than as specifically provided for in this Contract. 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. Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

12. ENTIRE CONTRACT

This Contract incorporates and includes all prior negotiations, correspondence, agreements, or understandings between the parties and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Contract that are not contained in this document. This Agreement supersedes all other agreements between the parties, whether oral or written, with respect to the subject matter.

13. AMENDMENT

No amendment, change, or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement. The City Manager or designee may agree to amendments that do not increase compensation to the Consultant. Only the City Commission can approve increases in compensation under this Contract. In the event the Consultant begins work on unauthorized changes to scope prior to receiving a signed Change Order by the City Manager or designee, the Consultant does so at its own expense and risk as unauthorized work shall not be paid for by the City. Except as otherwise provided herein, no modifications or amendments to this Contract shall be valid unless in writing and executed by the parties.

14. ASSIGNMENT

Consultant shall not assign any interest in this Contract and shall not transfer any interest in same (whether by assignment or novation) without prior written consent of the City.

15. WAIVER

No delay or failure to enforce any breach of this Contract by either City or Consultant shall be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver

must not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach must not operate or be construed to operate as a waiver of any subsequent default or breach.

16. GOVERNING LAW, VENUE AND SEVERABILITY

The rights, obligations and remedies of the parties under this Contract 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 Contract are the Circuit Court of the Twelfth Judicial Circuit in and for Sarasota County, Florida and the United States District Court for the Middle District of Florida. The invalidity, illegality, or unenforceability of any provision of this Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void.

17. BINDING EFFECT/COUNTERPARTS

By the signatures affixed hereto, the parties intend to be bound by the terms and conditions hereof. This Contract is binding upon and shall inure to the benefit of the parties and their respective heirs, executors, administrators, successors and assigns. It may be signed in counterparts.

18. NO HIRE

Consultant shall not hire any City employee associated with this project throughout the duration of the Contract and for a period of one (1) year after completion.

19. NOTICES

Any notice, invoice, report, demand, or other type of documentation required by this Contract 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:

Daniel C. Laggan
Managing Partner
Schenkel & Shultz, Inc.
200 E. Robinson Street, Suite 300
Orlando FL 32801
TEL 407.872.3322
EMAIL: dlaggan@schinkelshultz.com

THE CITY'S ADMINISTRATIVE AGENT:

Derek Applegate
Project Manager
City of North Port

1100 North Chamberlain Blvd.
North Port, FL 34286
TEL 941.429.7028
FAX 941.240.8063
EMAIL: daplegate@cityofnorthport.com

WITH COPIES OF NOTICES TO:

City Attorney's Office
4970 City Hall Boulevard
North Port, FL 34286
EMAIL: northportcityattorney@cityofnorthport.com

Notices are effective when received at the addresses specified above. Changes to the respective addresses which such notice is to be directed may be made from time to time by either party by written notice to the other party. Nothing in this Section shall be construed to restrict the transmission of routine communications between representatives of Consultant and City.

20. PARAGRAPH HEADINGS

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

21. ATTORNEYS' FEES

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

22. NON-DISCRIMINATION:

The City of North Port, Florida does not discriminate on the basis of race, color, national origin, sex, age, disability, family or religious status in administration of its programs, activities, or services. The Consultant shall not administer this Contract in an unlawfully discriminatory manner, nor deny participation in or the benefits of same to any individual based on that individual's race, color, national origin, sex, age, disability, family or religious status, marital status, sexual orientation, gender identity or expression, or physical characteristic.

23. SCRUTINIZED COMPANIES:

- A. As required by Florida Statutes Section 287.135(5), for contracts of \$1,000,000.00 or less, the Consultant shall certify on a form provide by the City, that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statutes Section 215.4725, and that it is not engaged in a boycott of Israel.
- B. As required by Florida Statutes Section 287.135(5), for contracts of \$1,000,000.00 or more, the Consultant shall certify on a form provided by the City, that all of the following are true:

1. It is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statutes Section 215.4725, and that it is not engaged in a boycott of Israel; and
 2. It is not on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in Iran Petroleum Energy Sector list, created pursuant to Florida Statutes Section 215.473; and
 3. It is not engaged in business operations in Cuba or Syria.
- C. If the Consultant provides a false certification, has been placed on one of the above-noted Lists of Scrutinized Companies, or has engaged in business operations in Cuba or Syria, the Consultant will be in breach of this Contract and the City may terminate the Contract.
- D. PENALTY:
1. A Consultant that has been found to have provided a false certification may be subject to a civil penalty equal to the greater of \$2 million or twice the amount of the Contract, plus all reasonable attorney's fees and costs, including any costs for investigations that led to the finding of the false certification; and
 2. Shall be ineligible to bid on any contract with the City for three (3) years after the date the City determined that the Consultant submitted a false certification.

24. FORCE MAJUERE:

1. Should performance of any obligation created under this Agreement become illegal or impossible by reason of:
 - a. A strike or work stoppage, unless caused by a negligent act or omission of either Party;
 - b. An act of God, tornado, hurricane, flood, sinkhole, fire, explosion, landslide, earthquake, epidemic, pandemic, quarantine, pestilence, or extremely abnormal and excessively inclement weather;
 - c. An act of a public enemy, act of war, terrorism, effect of nuclear radiation, blockage, insurrection, riot, civil disturbance, state of martial law, or national or international calamity;
 - d. A declared emergency of the federal, state, or local government; or
 - e. Any other like event that is beyond the reasonable control of the non-performing party;

Then the performance of any such obligation is suspended during the period of, and only to the extent of, such prevention or hindrance, provided that:

- f. The non-performing party provides written notice within five (5) days of the event of *force majeure*, describing the event in sufficient detail, including but not limited to: the nature of the occurrence, a good faith estimate of the duration of the delay, proof of how the event has precluded the non-performing party from performing, and the means and

methods for correcting the delay; and continues to furnish timely reports of all actions required for it to commence or resume performance of its obligations under this Agreement;

- g. The excuse of performance is no greater in scope or duration than required by the event of *force majeure*;
 - h. No obligations of either party that arose before the *force majeure* are excused as a result of the event of *force majeure*; and
 - i. The non-performing party uses all reasonable diligence to remedy its inability to perform.
2. Economic hardship of a party does not constitute an event of *force majeure*. A party will not be excused from performance due to forces that it could have reasonably prevented, removed, or remediated prior to, during, or immediately after their occurrence.
3. The non-performing party's affected obligations under this Agreement will be temporarily suspended during, but not longer than, the continuance of the event of *force majeure* and a reasonable time thereafter as may be required to commence or resume performance of its obligations. Notwithstanding the above, performance shall not be excused under this Section for a period exceeding two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term.
4. The term of the Agreement will be extended by a period equal to that during which the non-performing party's performance is suspended under this Section.

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

ATTEST:

By: *Heather Taylor*
Heather Taylor, CMC, City Clerk

CITY OF NORTH PORT, FLORIDA:

By: *Peter Lee*
Jason Yarborough, ICMA-CM, Acting City Manager
Peter Lee, City Manager
Date: *10-13-2020*

APPROVED AS TO FORM AND CORRECTNESS:

By: *Amber L. Slayton*
Amber L. Slayton, City Attorney

CONSULTANT:

SCHENKEL- & SHULTZ, INC.

By: *Daniel C. Laggan*
Daniel C. Laggan
Managing Partner

Date: *9/4/2020*

STATE OF FLORIDA

COUNTY OF *Orange*

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this *4th* day of *September* 20*20*, by *Daniel C. Laggan*.

IRIS ELIZABETH ZAYAS
Notary Public - State of Florida

1 Personally Known OR ___ Produced Identification
Type of Identification Produced _____

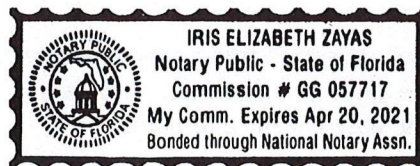


EXHIBIT A – SCOPE OF SERVICES

Project to include architectural/engineering and construction administration services for the redesign and expansion of the existing administrative offices and Fire rescue Station No. 81. The fire station expansion requirements will be determined throughout the design process but is currently planned for 5,000 sf. Total project budget is currently stated as \$3,338,665.00. The building will be designed and engineered as a Florida Building Code Essential Facility and will meet all hardening requirements as such.

SchenkelShultz Architecture scope to include investigation and evaluation of existing conditions, survey, geotechnical, site and stormwater design, landscape design, building space needs analysis, building architectural and engineering design, permitting, preparation of bid documents, bidding assistance and construction administration services.

The project is to be constructed via Design/Bid/Build method. SchenkelShultz will coordinate with the City and selected Contractor to develop / implement fiscally responsible design, materials and systems for the building and site within an approved construction budget. Construction duration is estimated at approximately 10-12 months.

Phase One – Planning

- 1) The CONSULTANT shall evaluate the locations and develop a list of locations/areas of the facility that will adequately serve the primary purpose.
- 2) The CONSULTANT shall develop a master plan study to evaluate and compare site planning options.
- 3) THE CONSULTANT shall conduct interviews of City staff for the development of conceptual design.
- 4) THE CONSULTANT shall prepare a PRM (Project Requirements Manual) to include the following:
 - A) Conceptual Design Narrative:
 1. List of goals and objectives of the City for the building.
 2. Design criteria for each building system
 - B) Detailed list of all permits required, estimated application fees, required documents and calendar schedule.
 - C) Building Program Spreadsheet with room names, square footages of City program spaces and core infrastructure space and total square footage. The program shall include base bid and alternates.
 - D) Conceptual site plan. Diagrammatic site plan layouts including building footprint, parking and drive access, storm water, utilities, emergency vehicle access, easements, setbacks, environmental analysis.

- E) Water/ sewer utility capacity analysis and recommendation.
- F) Report of data collection and analysis.
- 5) THE CONSULTANT shall conduct Design Workshops where THE CONSULTANT sketches diagrams and drawings alongside City staff to fully investigate the building and site layout in a collaborative manner.
- 6) THE CONSULTANT will verify that the existing water system has enough flow and pressure to meet current potable and fire flow standards for the new buildings. If required, CONSULTANT shall provide professional services (design, permitting, bidding assistance and construction administration) for modifications to on-site and/or off-site utility.
- 7) THE CONSULTANT shall prepare computer generated Conceptual Site Plans—Minimum scale: 1 inch = 40 feet.
- 8) The CONSULTANT shall prepare computer generated Conceptual Floor Plans —Minimum scale: 1/8 inch = 1 foot.
- 9) THE CONSULTANT shall conduct Meetings with the City, vendors and agencies as necessary to design the building. THE CONSULTANT shall prepare Meeting Agenda and Meeting Reports for each encounter. The City will schedule City-CONSULTANT meetings. THE CONSULTANT will schedule vendor and agency meetings such that the City may be present at all meetings.
- 10) THE CONSULTANT shall provide geotechnical and land surveying engineering services.

Phase Two – Schematic Design

- 1) THE CONSULTANT shall prepare computer generated dimensioned, to scale drawings:
 - a. Floor plan with basic structural elements, furniture, equipment, cabinetry, electrical/ data outlet locations.
 - b. Life safety floor plan
 - c. Exterior elevation views of the building indicating materials of exterior envelope. North, south, east, west.
 - d. Building Section (one).
 - e. Typical Wall Section (one).
 - f. Civil site drawings.
 - g. Electrical single line diagram.
 - h. Schematic electrical and security site plans.
 - i. Schematic HVAC plan.
 - j. Schematic plumbing and fire protection plans.
 - k. Schematic security floor plans.
 - l. Off-site utility design drawings.
- 2) THE CONSULTANT shall prepare a building and site code summaries including FBC, NFPA, NEC City of North Port Ordinances and other jurisdictional agency codes.

- 3) THE CONSULTANT shall conduct meetings with the City, vendors and agencies as necessary to design the building. THE CONSULTANT shall prepare Meeting Agenda and Meeting Reports for each encounter. The City will schedule City- CONSULTANT meetings. THE CONSULTANT will schedule vendor and agency meetings such that the City may be present at all meetings. The quantity of meetings will be on the basis of the preliminary schedule and includes additional meetings as necessary due to specific issues or needs as they arise.

Phase Three – Design Development

- 1) THE CONSULTANT shall obtain site development permits, FFWCC, SJRWMD, FDEP, City Building & Planning (conceptual, final if required and development order), DOH and any others required for the construction of the project. The costs of required utility permitting is estimated and included in the overall consultant fee.
 - A. SJRWMD PERMITTING
 - i. THE CONSULTANT shall prepare stormwater management computations to support the proposed improvements.
 - ii. THE CONSULTANT shall prepare all required elements of the ERP application to SJRWMD.
 - iii. THE CONSULTANT shall prepare responses to the jurisdictional agency
- 2) THE CONSULTANT shall obtain site development approvals from utilities through the City's Site Development Review (SDR) process. (water, sewer, gas, power, phone, cable, etc). A copy of the approved plans will be submitted to all utilities.
- 3) THE CONSULTANT shall prepare an outline specification (CSI div 1 through 26) with product cut sheets per division.
- 4) THE CONSULTANT shall prepare two color, computer generated, rendered, three dimensional exterior views of the building. Size 24x36 (mounted on ¼ inch black gator board). Fully rendered with cars, people, landscaping, sunlight and shadows and the like. THE CONSULTANT shall revise colors and cladding on rendering as may be necessary to match the color and cladding material approvals by the City.
- 5) THE CONSULTANT shall prepare exterior colored elevations.
- 6) THE CONSULTANT shall prepare an interior finishes sample board.
- 7) THE CONSULTANT shall prepare dimensioned, to scale drawings including base bid and alternate plans:
 - a) Updated floor plan with structural elements, furniture, equipment, and cabinetry. Plans or specifications to include infrastructure, furniture and fixed equipment such and the like, integration of that system with the building and furnishings design recommendations.
 - b) Structural foundation and framing plans.

- c) Exterior elevation views of the building indicating materials of exterior envelope.
 - North, south, east, west.
 - d) Building Sections.
 - e) Wall Sections.
 - f) Roof plan with all penetrations and equipment.
 - g) Typical roof detail.
 - h) Interior finish schedule.
 - i) Door and Window Schedule (to meet current edition of building codes).
 - j) Reflected ceiling plan with all ceiling mounted systems.
 - k) Life safety plan with updated building code summary.
 - l) Civil site drawings.
 - m) Landscape and irrigation drawings.
 - n) Electrical, communication, lighting and A/V drawings.
 - o) Lighting design plan with photometric analysis.
 - p) Lightning protection plan.
 - q) Electrical and communications site plan.
 - s) Enlarged room plans with furniture and equipment layouts – mechanical, electrical, communications, restrooms and showers, lobby, rooms with cabinetry, plumbing, lobby and special finishes or special equipment.
 - t) HVAC, plumbing and fire protection drawings.
 - u) Building automation drawings.
 - v) Watering and fueling station drawings.
 - w) Generators and redundant systems plans.
- 8) THE CONSULTANT shall conduct Meetings with the City, vendors and agencies as necessary to design and permit the building. THE CONSULTANT shall prepare Meeting Agenda and Meeting Reports for each encounter. The City will schedule City -CONSULTANT meetings. THE CONSULTANT will schedule vendor and agency meetings such that the City may be present at all meetings. The quantity of meetings will be on the basis of the preliminary schedule and includes additional meetings as necessary due to specific issues or needs as they arise.
- 9) THE CONSULTANT shall assist the City in development of documents required to achieve the CDBG grant.

Phase Four – Construction Documents

- 1) THE CONSULTANT shall provide all required documents for building permit application and jurisdictional agency submittals. SJRWMD, DEP, FFWCC City of North Port infrastructure and building permits and any others required for the construction of the project. THE CONSULTANT shall respond to agencies and revise the construction documents as necessary to obtain agency approvals and for construction permits. The cost of jurisdictional agency application, registration, review and permitting fees are included with the exception of impact fees and building permit fees.
- 2) THE CONSULTANT shall prepare technical specifications division 1 through 26 – Construction Specification Institute format.

- 3) THE CONSULTANT shall revise the construction documents as directed by the OWNER.
- 4) THE CONSULTANT shall prepare dimensioned, to scale drawings:
- a) Updated floor plan with structural elements, furniture, equipment, and cabinetry.
 - b) Plans or specifications to include infrastructure for the furniture and fixed equipment and the like.
 - c) Structural foundation and framing plans.
 - d) Structural details.
 - e) Exterior elevation views of the building indicating materials of exterior envelope.
North, south, east, west.
 - f) Building Sections.
 - g) Wall Sections.
 - h) Building envelope and penetration details. Scale: 1 1/2 in = 1 ft.
 - i) Roof plan with all penetrations and equipment.
 - j) Roof detail. Scale: 3 in = 1 ft.
 - k) Interior finish schedule.
 - l) Door and Window Schedule.
 - m) Door and window details. Scale: 1 1/2 in = 1 ft.
 - n) Commercial kitchen plan.
 - o) Commercial kitchen details.
 - p) Reflected ceiling plan with all ceiling mounted systems.
 - q) Ceiling and wall details. Scale: 1 1/2 in = 1 ft.
 - r) Life safety plan with building code summary.
 - s) Civil site drawings.
 - t) Landscape and irrigation drawings.
 - u) Electrical, security, lighting and communications site plan.
 - v) Enlarged room plans with furniture and equipment layouts – mechanical, electrical, communications, restrooms and showers, lobby, rooms with cabinetry, plumbing, special finishes or special equipment.
 - w) Interior elevation views.
 - x) Cabinet details.
 - y) HVAC, plumbing and fire protection drawings.
 - z) Building automation drawings.
 - aa) Generator and redundant systems drawings.
 - bb) Lightning protection drawings.
- 9) THE CONSULTANT shall conduct Meetings with the City, vendors and agencies as necessary to design and permit the building. The CONSULTANT shall attend the PREBID conference. THE CONSULTANT shall prepare Meeting Agenda and Meeting Reports for each encounter. THE CONSULTANT will schedule vendor and agency meetings such that the City may be present at all meetings. The quantity of meetings will be on the basis of the preliminary schedule includes additional meetings as necessary due to specific issues or needs as they arise.

Construction Administration

- 1) THE CONSULTANT shall conduct bi-weekly and as needed field visits. In addition to the architect visits, the civil engineer, landscape architect, security consultant, hardware

consultant, electrical engineer, communications consultant, structural engineer and mechanical engineer will make periodic visits appropriate to their discipline. THE CONSULTANT shall prepare a field report for each visit. The number of visits is based on twice monthly visits for the duration of the construction schedule including the period between substantial completion and final completion.

- 2) THE CONSULTANT shall coordinate to the best of their ability within the standard of care, with the Contractor, City and City IT Division in locating all piping, conduit, infrastructure, structured cable and devices prior to concrete pours, drywall or other concealment with special attention being called to the power, security and communications systems.
- 3) THE CONSULTANT shall review contractor shop drawings and submittals.
- 4) THE CONSULTANT shall review contractor applications for payment.
- 5) THE CONSULTANT shall conduct a Substantial Completion report and prepare certificate with punch list of deficiencies.
- 6) THE CONSULTANT shall attend bi-weekly safety/ construction meetings with the City, Contractor, vendors and agencies and as necessary to administer the construction of the building. Contractor shall prepare Meeting Agenda and Meeting Reports for each encounter. The City will schedule the meetings and be present at all meetings. Additional site visits as necessary due to the stage of construction or specific issues that occur are also included.
- 7) THE CONSULTANT shall conduct a Final Completion inspection and verify Contractor's final pay application.
- 8) THE CONSULTANT shall prepare record documents based on receipt of Contractor's asbuilt documentation. Record drawings shall be prepared, utilizing a computer aided drafting program from Contractor's handwritten plan mark-ups of changes to the drawings. Record drawings to be submitted to the City in PDF and ACAD 2014 format.
- 9) THE CONSULTANT shall conduct a pre one-year warranty walk.

END OF EXHIBIT A

EXHIBIT B – FEE SHCEDULE

Exhibit B - Fee Schedule							
Northport Fire Station 81 Fee/Hourly Breakdown							
ARCHITECTURAL							
	175	160	120	160	160	75	
	Proj.	Proj	Cad	Spec	Const.	Admin.	
	Manager	Arch	Op	Writer	Admin.		
Planning Phase							
Document Collection & Review	8	7				1	
Review Site Conditions	8	8					
Code Investigation/ Site Limitations	8	16					
Review City Standards, Requirements		4					
Cad bases of Site Boundary, Topo, Utilities		4	4				
Team Coordination	4	3	2	1			
Prepare survey		4	4				
Prepare geotechnical report		2					
Interviews with staff	16	16					
Prepare adjacency diagrams	4		4				
Prepare Due Dilgence Draft Report	16						
Review and finalize documents	4						
Subtotal hours	68	64	14	1	0	1	Total
Subtotal fees	11900	10240	1680	160	0	75	24055
Schematic Phase- 30%							
Prepare schematic drawings	28	40	24				
Team Review-weekly meetings	4	2	3	4			
Code analysis		4					
Consultant document coordination	8	8		4			
Site master plan development	4	8	4				
Interior finishes selection	4	40					
Print and Issue Redline Review sets	2	2	2				
Specifications TOC				1			
Develop ROM costs		8					
Meetings with staff	12	12					
Subtotal hours	62	124	33	9	0	0	Total
Subtotal fees	10850	19840	3960	1440	0	0	36090
Design Development Phase- 60%							
Incorpoarte owner SD comments	2	4	4				
Consultant coordination		8	4				
Design development drawing preparation	40	60	40				
Team meetings weekly	5	6	4	5			
Outline specificatino preparation				16			
Interior finishes presentation	4	4					
Prepare interior finishes board / package		8					
3D renderings		40					
Print and Issue Redline Review sets	4	4	4				
Develop ROM costs		8		2			

Meetings with staff	16	16					
Subtotal hours	71	158	56	23	0	0	Total
Subtotal fees	12425	25280	6720	3680	0	0	48105
Construction Document Phase- 90%							
Incorporate owner DD comments	4	4	4	2			
Review Owner QC of DD package	2	2			8		
Team meetings - weekly	8	10	7	6			
Consultant coordination	12	20	10				
Prepare Construction Document package	20	60	60				
Final specification preparation				24			
Cost estimate		16					
Print and Issue Redline Review sets	4	4	2				
Meetings with staff	12	12	4				
Subtotal hours	62	128	87	32	8	0	Total
Subtotal fees	10850	20480	10440	5120	1280	0	48170
Construction Document Phase- 100%							
Incorporate owner 90% CD comments	2	4	8				
Team meetings - weekly	2	3	4	5			
Consultant coordination	2	6	4				
Prepare construction document package	2	8	16				
Final Specification preparation				8			
Print and Issue Redline Review sets	2	2					
Meetings with staff	2	2					
Subtotal hours	12	25	32	13	0	0	Total
Subtotal fees	2100	4000	3840	2080	0	0	12020
Permitting/Bid Phase							
Permit submittal - print, sign/seal, post	4		8				
Review meeting with Permit Agency	4	3					
Prepare response to comments Permit Agency	4		8				
Drawing revisions to address comments	4	8	10				
Specification revisions to address comments				2			
Coordination with consultants per permit review	2	4	4				
Distribute/Post drawings for bid	2	2					
Respond to contractor RFI's	8	2		1			
Subtotal hours	28	19	30	3	0	0	Total
Subtotal fees	4900	3040	3600	480	0	0	12020
Construction Administration Phase							
12 mos (48 weeks) incl. startup/closeout							
Pre-construction Meeting	2	2					
Review RFI's/Submittals (2 hrs/wk for 48 weeks)	30	58	14	4	96	2	
Review RCO's	4				20	3	
Preparation of ASI's	4				10	4	
Bi-Weekly OAC meetings		40			48		
Substantial punchlist	2	4			4		

Final punchlist	2				8		
Prepare record documents		2	8	2	8	2	
Subtotal hours	44	106	22	6	194	11	Total
Subtotal fees	7700	16960	2640	960	31040	825	60125
TOTAL HOURS	347	564	274	87	202	12	
TOTAL FEES	60725	90240	32880	13920	32320	900	
ARCHITECTRAL TOTAL FEES							240585
Printing							
Printing costs							2,500
Geotechnical							
Geotechnical report							3,700
MEPF							
MEPF(See attached breakdown)							60,545
Structural							
Structural(See attached breakdown)							11,800
Landscape & Irrigation							
Site package(See attached breakdown)							17,200
Civil / Surveying							
Site package(See attached breakdown)							29,500
TOTAL PROJECT FEES (Including Consultants)							365,830

Northport Fire Station 81 Fee/Hourly Breakdown							
MEPF & FA							
	145	130	115	70	70	55	
	Proj.	Sr	Staff	Designer	Drafting	Admin.	
	Manager	Engr	Engr				
Planning Phase							
Initial Investigation	1	1	1	1	1	1	
Download Existing Plans						2	
Review existing plans		1	1	1	1		
Meeting with NP Staff	1	1	1				
Site Visit and document existing conditions	1	1	1				
Flow Test & Documentation						2	
Document Existing Conditions		1	1	1	1		
Set up Architects CAD Plan					8		
HVAC Schematic Load Calculations		2					
HVAC Schematic Design		2					
Electrical Schematic Design		2					
Plumbing Schematic Design		2					
Lighting Schematic Design		2					
Fire Sprinkler Schematic Design (30%)		2					
Fire Alarm Schematic Design (30%)	1	2	1	1	1	1	
Subtotal hours	4	19	6	4	12	6	Total
Subtotal fees	580	2470	690	280	840	330	5190
Schematic Phase- 30%							
Set up Architects CAD Plan	1	1	1	1	1	1	
HVAC Schematic Load Calculations		1					
HVAC Schematic Design			1				
Electrical Schematic Design		1	2				
Plumbing Schematic Design			1				
Lighting Schematic Design		1	1				
Fire Sprinkler Schematic Design		1	1				
Fire Alarm Schematic Design		1	1				
Meetings with staff	1	1	1	1	1	1	
Subtotal hours	2	7	9	2	2	2	Total
Subtotal fees	290	910	1035	140	140	110	2625
Design Development Phase- 60%							
Review of SD Plans with Arch, G.C., Owner	1	1	1	1	1	1	
Meeting with NP Staff	1	1	1	1			
Site Visit		1	1	1			
HVAC Load Calculations		6	4				

HVAC Design Development		6	4				
Electrical Design Development		6	4				
Plumbing Design Development		6	4				
Lighting Design Development		6	4				
Fire Sprinkler Design Development		6	4				
Fire Alarm Design Development	1	6	4	1	1	1	
Subtotal hours	3	45	31	4	2	2	Total
Subtotal fees	435	5850	3565	280	140	110	10380
Construction Document Phase- 90%							
Review of DD Plans with Arch, G.C., Owner	1	1	1	1	1	1	
Meeting with NP Staff	1	1	1	1			
Site Visit		1	1				
HVAC Construction Documents (90%)		6	4				
Electrical Construction Documents (90%)		6	4				
Plumbing Construction Documents (90%)		6	4				
Lighting Construction Documents (90%)		6	4				
Fire Sprinkler Construction Documents (90%)		6	4				
Fire Alarm Construction Documents (90%)	1	6	4	1	1	1	
Subtotal hours	3	39	27	3	2	2	Total
Subtotal fees	435	5070	3105	210	140	110	9070
Construction Document Phase- 100%							
Review of DD Plans with Arch, G.C., Owner	1	1	1	1	1	1	
Meeting with NP Staff	1	1	1	1			
Site Visit		1	1				
Florida Energy Form		8					
HVAC Construction Documents		6	4				
Electrical Construction Documents (90%)		6	4				
Plumbing Construction Documents		6	4				
Lighting Construction Documents		6	4				
Fire Sprinkler Construction Documents		6	4				
Fire Alarm Construction Documents	1	6	4	1	1	1	
Subtotal hours	3	47	27	3	2	2	Total
Subtotal fees	435	6110	3105	210	140	110	10110
Additional Service Phase- BDA Radio							
Site Visit and document existing condition:	1	2	4	1	1	1	
Set up Architects CAD Plan						8	
Electrical Schematic Design		4	8				
Electrical Design Development		4	8				
Electrical Construction Documents (90%)		4	8				
Electrical Construction Documents (90%)	1	4	8	1	1	1	

Final punchlist	2				8		
Prepare record documents		2	8	2	8	2	
Subtotal hours	44	106	22	6	194	11	Total
Subtotal fees	7700	16960	2640	960	31040	825	60125
TOTAL HOURS	347	564	274	87	202	12	
TOTAL FEES	60725	90240	32880	13920	32320	900	
ARCHITECTURAL TOTAL FEES							240585
Subtotal hours	2	18	36	2	2	10	Total
Subtotal fees	290	2340	4140	140	140	550	7600
Permitting/Bid Phase							
Pre-Bid Meeting	6	2	2	1			
Review and respond to Bid Evaluation	4	2	2	2			
Subtotal hours	10	4	4	3	0	0	Total
Subtotal fees	1450	520	460	210	0	0	2640
Construction Administration Phase							
Attendance at Construction meetings	24	8	1	1	1		
Response to RFI's	10	8					
Onsite Review of compliance with CD's		8					
Shop Drawing Review		18					
Final Punch Site visit and Report		6	8				
Prepare record documents	1	1	1	1	1	1	
Subtotal hours	35	49	10	2	2	1	Total
Subtotal fees	5075	6370	1150	140	140	55	12930
TOTAL HOURS	60	222	114	21	22	15	
TOTAL FEES	8700	28860	13110	1470	1540	825	
MEP TOTAL FEES							60545

Northport Fire Station 81 Fee/Hourly Breakdown							
STRUCTURAL							
	175	125	100	95	85	50	
	Managing	Engineering	Project	Staff	CADD	Administrative	
	Principal	Manager	Engineer	Engineer	Designer		
Planning Phase							
Document Collection & Review							
Review Site Conditions							
Code Investigation/ Site limitations							
Review City Standards, Requirements							
Cad bases of Site Boundary, Topo, Utilities							
Team Coordination							
Register For Green Globes (Reg. Fees Included)							
Prepare survey							
Prepare geotechnical report							
Interviews with staff							
Prepare adjacency diagrams							
Prepare Due Diligence Draft Report							
Review and finalize documents							
Subtotal hours	0	0	0	0	0	0	Total
Subtotal fees	0	0	0	0	0	0	0
Schematic Phase- 30%							
Prepare schematic drawings	6						
Team Review-weekly meetings							
Code analysis							
Consultant document coordination							
Site master plan development							
Interior finishes selection							
Print and Issue Redline Review sets							
Specifications TOC							
Develop ROM costs							
Meetings with staff	1	1				1	
Subtotal hours	7	1	0	0	0	1	Total
Subtotal fees	1225	125	0	0	0	50	1400
Design Development Phase- 60%							
Incorporate owner SD comments							
Consultant coordination							
Design development drawing preparation		3	3	10	5	2	
Team meetings weekly	2						
Outline specificatino preparation							
Interior finishes presentation							
Prepare interior finishes board / package							
3D renderings							
Print and Issue Redline Review sets							
Develop ROM costs							
Meetings with staff							

Subtotal hours	2	3	3	10	5	2	Total
Subtotal fees	350	375	300	950	425	100	2500
Construction Document Phase- 90%							
Incorporate owner DD comments							
Review Owner QC of DD package							
Team meetings - weekly	1						
Consultant coordination	2						
Prepare Construction Document package		1	3	20	10		
Final specification preparation			2			3	
Cost estimate							
Print and Issue Redline Review sets							
Meetings with staff							
Subtotal hours	3	1	5	20	10	3	Total
Subtotal fees	525	125	500	1900	850	150	4050
Construction Document Phase- 100%							
Incorporate owner 90% CD comments							
Team meetings - weekly							
Consultant coordination	1						
Prepare construction document package		1	1			1	
Final Specification preparation							
Print and Issue Redline Review sets							
Meetings with staff							
Subtotal hours	1	1	1	0	0	1	Total
Subtotal fees	175	125	100	0	0	50	450
Permitting/Bid Phase							
Permit submittal - print, sign/seal, post							
Review meeting with Permit Agency							
Prepare response to comments Permit Agency							
Drawing revisions to address comments							
Specification revisions to address comments			1				
Coordination with consultants per permit review			1				
Distribute/Post drawings for bid							
Respond to contractor RFI's			2			2	
Subtotal hours	0	0	4	0	0	2	Total
Subtotal fees	0	0	400	0	0	100	500
Construction Administration Phase							
12 mos (48 weeks) incl. startup/closeout							
Pre-construction Meeting	1						
Review RFI's/Submittals	2	2	2	12		10	
Review RCO's							
Preparation of ASI's							
Bi-Weekly OAC meetings							
Substantial punchlist							
Final punchlist							
Prepare record documents				3			
Subtotal hours	3	2	2	15	0	10	Total
Subtotal fees	525	250	200	1425	0	500	2900

TOTAL HOURS	16	7	15	45	15	19	
TOTAL FEES	2800	875	1500	4275	1275	950	
STRUCTURAL TOTAL FEES							11800

Northport Fire Station 81 Fee/Hourly Breakdown							
LANDSCAPE ARCHITECTURE / IRRIGATION							
	125	90	85	125	125	75	
	Proj.	Proj	Cad	Spec	Const.	Admin.	
	Manager	Arch	Op	Writer	Admin.		
Planning Phase							
Document Collection & Review							
Review Site Conditions	1						
Code Investigation/ Site limitations	1						
Review City Standards, Requirements							
Cad bases of Site Boundary, Topo, Utilities			2				
Team Coordination		1					
Register For Green Globes (Reg. Fees Included)							
Prepare survey							
Prepare geotechnical report							
Interviews with staff							
Prepare adjacency diagrams							
Prepare Due Diligence Draft Report							
Review and finalize documents	1						
Subtotal hours	3	1	2	0	0	0	Total
Subtotal fees	375	90	170	0	0	0	635
Schematic Phase- 30%							
Prepare schematic drawings	1	1					
Team Review-weekly meetings	2						
Code analysis		1					
Consultant document coordination		1					
Site master plan development	1		3				
Interior finishes selection							
Print and Issue Redline Review sets		1	1				
Specifications TOC							
Develop ROM costs							
Meetings with staff							
Subtotal hours	4	4	4	0	0	0	Total
Subtotal fees	500	360	340	0	0	0	1200
Design Development Phase- 60%							
Incorporate owner SD comments	1	1	1				
Consultant coordination		1	3				
Design development drawing preparation	2	3	12				
Team meetings weekly		1					
Outline specification preparation							
Interior finishes presentation							
Prepare interior finishes board / package							
3D renderings							
Print and Issue Redline Review sets	1	1	1				

Develop ROM costs							
Meetings with staff							
Subtotal hours	4	7	17	0	0	0	Total
Subtotal fees	500	630	1445	0	0	0	2575
Construction Document Phase- 90%							
Incorporate owner DD comments	2	1	1			1	
Review Owner QC of DD package	1						
Team meetings - weekly	1	1					
Consultant coordination		1					
Prepare Construction Document package	3	6	42				
Final specification preparation						2	
Cost estimate		3	1				
Print and Issue Redline Review sets	1	1	1				
Meetings with staff		1	1				
Subtotal hours	8	14	46	0	0	3	Total
Subtotal fees	1000	1260	3910	0	0	225	6395
Construction Document Phase- 100%							
Incorporate owner 90% CD comments	1	4	1				
Team meetings - weekly		1					
Consultant coordination	1	1					
Prepare construction document package	1	3	6				
Final Specification preparation	1					3	
Print and Issue Redline Review sets	1	1	1				
Meetings with staff	1						
Subtotal hours	6	10	8	0	0	3	Total
Subtotal fees	750	900	680	0	0	225	2555
Permitting/Bid Phase							
Permit submittal - print, sign/seal, post	2						
Review meeting with Permit Agency							
Prepare response to comments Permit Agency							
Drawing revisions to address comments							
Specification revisions to address comments							
Coordination with consultants per permit review							
Distribute/Post drawings for bid							
Respond to contractor RFI's		1					
Subtotal hours	2	1	0	0	0	0	Total
Subtotal fees	250	90	0	0	0	0	340
Construction Administration Phase							
12 mos (48 weeks) Incl. startup/closeout							
Pre-construction Meeting	1						
Review RFI's/Submittals (2 hrs/wk for 48 weeks)	2	5					
Review RCO's							
Preparation of ASI's	2	2	4				
Bi-Weekly OAC meetings		4					

CITY OF NORTH PORT
CONTRACT NO. 2020-11
PROFESSIONAL ENGINEERING AND ARCHITECTURAL SERVICES
FOR DESIGN OF FIRE RESCUE STATION 81 EXPANSION AND REMODEL

Substantial punch list	2	4					
Final punch list	2						
Prepare record documents		1	7				
Subtotal hours	9	16	11	0	0	0	Total
Subtotal fees	1125	1440	935	0	0	0	3500
TOTAL HOURS	36	50	88	0	0	6	
TOTAL FEES	4500	4500	7480	0	0	450	
LANDSCAPE ARCHITECTRAL TOTAL FEES							17200

Northport Fire Station 81 Fee/Hourly Breakdown							
CIVIL ENGINEERING & SURVEYING							
June 10, 2020							
	150	120	120	115	100	85	
	Principal Engineer	Professional Surveyor	Project Engineer	2-Man Crew	Senior Designer	Admin.	
Planning Phase							
Topography and Tree Survey (not a boundary survey)		12		13.5			
Engineering Design & Permit Plans	2		6.5		6.75	2.5	
Meetings	2		2			0	
Subtotal hours	4	12	8.5	13.5	6.75	2.5	Total
Subtotal fees	600	1440	1020	1552.5	675	212.5	5500
Schematic Phase- 30%							
Engineering Design & Permit Plans	3.5		6		9.575	3.5	
Subtotal hours	3.5	0	6	0	9.575	3.5	Total
Subtotal fees	525	0	720	0	957.5	297.5	2500
Design Development Phase- 60%							
Engineering Design & Permit Plans	8		20		29.3	4	
Site Permitting	2		8		7	2	
Subtotal hours	10	0	28	0	36.3	6	Total
Subtotal fees	1500	0	3360	0	3630	510	9000

CITY OF NORTH PORT
CONTRACT NO. 2020-11
PROFESSIONAL ENGINEERING AND ARCHITECTURAL SERVICES
FOR DESIGN OF FIRE RESCUE STATION 81 EXPANSION AND REMODEL

Construction Document Phase- 90%							
Site Permitting	1.5		4		4.2	1	
Meetings	1.5		4			1	
Subtotal hours	3	0	8	0	4.2	2	Total
Subtotal fees	450	0	960	0	420	170	2000
Construction Document Phase- 100%							
100% Construction Plans	2		12.75		10	2	
Subtotal hours	2	0	12.75	0	10	2	Total
Subtotal fees	300	0	1530	0	1000	170	3000
Permitting/Bid Phase							
Site Permitting	1		3		5.5	1	
Meetings	1		1			1	
Subtotal hours	2	0	4	0	5.5	2	Total
Subtotal fees	300	0	480	0	550	170	1500
Construction Administration Phase							
Construction Administration	3		10		10.2	4	
Project Closeout	3		10		10	4	
Subtotal hours	6	0	20	0	20.2	8	Total
Subtotal fees	900	0	2400	0	2020	680	6000
TOTAL HOURS	30.5	24	87.25	13.5	92.525	26	
TOTAL FEES	4575	2880	10470	1552.5	9252.5	2210	
CIVIL ENGINEERING & SURVEYING TOTAL FEES							29500

END OF EXHIBIT B

EXHIBIT C – PROJECT SCHEDULE

SCHEDULE BASED UPON RECEIPT OF NOTICE TO PROCEED FROM THE CITY:

Phase One Services: Planning Phase – 1.5 months

Phase Two Services: Schematic Design Phase -- 1.5 months

Phase Three Services: Design Development Phase – 2.5 months

Phase Four Services: 90% Construction Documents Phase – 2.5 months

Phase Five Services: 100% Construction Documents Phase – .5 months

Phase Six Services: Permitting / Bidding Phase – 2.5 months
(assumes building department review is complete prior to bidding)

Phase Seven Services: Construction Administration – 12 months

NOTE: Proposed Schedule is an estimate based on current knowledge. Schedule is subject to change pending phasing / scoping decisions made during the planning phase.

Construction duration is an estimate at this time. This duration is subject to change pending phasing / scoping decision made throughout the design process.

Phases include a two- week City review period

END OF EXHIBIT C