

AGREEMENT NO. 2021-17
PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES FOR CITY OF
NORTH PORT POLICE DEPARTMENT FACILITIES

THIS AGREEMENT ("Agreement") is made and entered 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 the mutual covenants specified herein and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

1. CONSULTANT'S SERVICES

- A. CONSULTANT agrees to diligently and timely perform services for the CITY relating to Professional Architectural and Engineering for the needs assessment, phased design, permitting and construction engineering and administration services for City of North Port Police Department Facilities as identified in the Request for Proposal (RFP) No. 2021-17 and CONSULTANT'S proposal submitted **October 21, 2021**. The overall Scope of Services is described in the attached **Exhibit A** with detailed tasks and associated fees provided in the attached **Exhibit B** and incorporated as if set forth fully herein.
- B. This Agreement shall commence immediately upon the execution of this Agreement by both the CITY and CONSULTANT and upon CONSULTANT'S receipt of a written Notice to Proceed from the CITY'S Purchasing office and shall continue through the completion of the project. The expected completion date is **September 15, 2022** for Phase I. Completion date for Phases II - V including design, bidding and construction administration services will be determined, and Contractor notified in writing.

2. COMPENSATION AND PAYMENT FOR CONSULTANT'S SERVICES

A. COMPENSATION

- 1. CONSULTANT shall perform the Scope of Services, as described in Exhibit A, for a not to exceed fee of **TWO HUNDRED THIRTY-FIVE THOUSAND FOUR HUNDRED TEN DOLLARS AND ZERO CENTS (\$235,410.00)**. This fee 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 Phase I services as outlined in this Agreement. Compensation for Phases II – V to be determined after completion of Phase I and will be added via amendment to this agreement.
- 2. The parties acknowledge and agree that the obligations of CITY to fulfill financial obligations of any kind pursuant to any and all provisions of this Agreement, or any subsequent agreement entered into pursuant to this Agreement 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 Agreement; 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 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 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 Agreement 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.

B. METHOD OF PAYMENT

1. The CITY shall 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 Agreement. 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. CONSULTANT'S invoices shall be in a form satisfactory to the City of North Port Finance Department, who shall initiate disbursements.

3. INDEMNIFICATION

- A. TO THE EXTENT PERMITTED BY FLORIDA LAW, THE CONSULTANT 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 THE AGREEMENT. THE AGREEMENT 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 AGREEMENT.

- C. 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 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 AGREEMENT 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 AGREEMENT.
- E. THE TERMS OF THIS SECTION SURVIVE THE TERMINATION OF THIS AGREEMENT.
- F. 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

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 the City Manager or designee's prior written approval. 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 and Employers' Liability Insurance: (PER CHAPTER 440, FLORIDA STATUTES): The CONSULTANT shall procure and maintain during the life of this Agreement workers' compensation insurance for all its employees to be engaged in work on the project under this Agreement and in case any such work is sublet, the CONSULTANT shall require the sub-contractor similarly to provide workers' compensation insurance for all of the latter's employees to be engaged in such work; unless such employees are covered by protection afforded by the CONSULTANT'S workers' compensation insurance. For additional information contact the Florida Department of Financial Services, Workers' Compensation Division at (850) 413-1601 or on the web at www.fldfs.com. In case any class of employees engaged in hazardous work on the project under this Agreement is not protected under the Workers' Compensation Statute, the CONSULTANT shall provide, and shall cause each sub-contractor to provide, employers' liability insurance for the protection of such of its employees. The minimum liability limits of such insurance shall not be less than herein specified or in that amount specified by law for that type of damage claim.

Proof of such insurance shall be filed by the CONSULTANT with the CITY within ten (10) days after the execution of this Agreement. Coverage is to apply for all employees in the statutory limits in compliance with the applicable state and federal laws. The policy must include proof of current Worker's Compensation coverage or Worker's Compensation exemption (notarized affidavit). Required coverage is \$1,000,000 per each accident, employee, and policy limit for diseases

2. Professional Liability Insurance: Minimum \$2,000,000 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 this Agreement is written on a claims-made basis, CONSULTANT warrants that any retroactive date under the policy shall precede the effective date of this Agreement; 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 Agreement is completed.
3. Comprehensive Commercial General Liability Insurance: (Occurrence Form CG 00 01): The CONSULTANT shall procure and maintain and require all sub-contractors to procure and maintain during the life of this Agreement, a comprehensive general liability policy, including but not limited to bodily injury, property damage, contractual liability pursuant to CG 00 01, and Explosion, Collapse and Underground (XCU) coverage. The general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Proof of such insurance shall be filed by the CONSULTANT with the CITY within ten (10) days after the execution of this Agreement. The policy must include comprehensive 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 ops; \$100,000 for damage to rented premises; and \$100,000 for fire damage.

The policy shall be endorsed to include the following additional insured language: "City of North Port, Florida, and its commissioners, officers, employees, agents, and volunteers shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Consultant."

4. Business Automobile Liability: The CONSULTANT shall procure and maintain and require all sub-contractors to procure and maintain during the life of this Agreement, business automobile liability insurance including on all owned, hired, and non-owned automobiles. 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.

Proof of such insurance shall be filed by the CONSULTANT with the CITY within ten (10) days after the execution of this Agreement. The policy must include automobile liability with a limit of \$1,000,000 for Combined Single Limit (CSL) for each accident; \$1,000,000 for bodily Injury (per person); \$1,000,000 for bodily Injury (per accident); and \$1,000,000 for property damage (per accident).

B. 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.

C. POLICY FORM

1. All policies required by this Agreement, 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 Insurance shall name the City of North Port, Florida, and its Commissioners, officers, agents, employees, and volunteers as additional insured as their interest may appear under this Agreement. 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 Agreement, and required of CONSULTANT, shall be provided by or on behalf of all subconsultants to cover their operations performed under this Agreement. 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 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.

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 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 CONSULTANT and its carrier.**
6. 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. 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 Agreement. All certificates of insurance required herein 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 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 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 Agreement 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. 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 CONSULTANT under this Agreement. CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its reports, designs, specifications, other documents, and data.
- B. If CONSULTANT is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

- C. 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 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 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. 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 Agreement. CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.
 - E. CONSULTANT shall comply with all federal, state, and local laws, regulations, and ordinances applicable to the work or payment for work thereof. 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. CONSULTANT shall not administer this Agreement 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.
 - F. 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 CONSULTANT'S offices for 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.
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.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 Agreement include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, e-mails and all other documentation generated during this Agreement.

- 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 Agreement term and, if CONSULTANT does not transfer the records to the CITY following completion of the Agreement, for the time period specified in General Records Schedule GS1-SL for State and Local Government Agencies.
- D. Upon completion of the Agreement, 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 Agreement, 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 Agreement, 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 AGREEMENT, 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 Agreement. 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 Agreement 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 Agreement 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

- A. The timely performance and completion of the required services is vitally important to the interest of the CITY. 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. CONSULTANT'S personnel assigned 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. 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 CONSULTANT'S key personnel must receive the CITY'S Administrative Agent's written approval before said changes or substitution can become effective.
- B. The services to be rendered by CONSULTANT shall commence within one (1) calendar week of CONSULTANT'S receipt of written Notice to Proceed from the CITY.
- C. 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 CONSULTANT or the CITY.
- D. 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 CONSULTANT.
- E. 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 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 **Exhibit C** 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 Agreement. 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 Agreement.
 - 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 Agreement, 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 Agreement may be terminated with or without cause by the City Manager or designee 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 effected by the delivery to the CONSULTANT of a written notice of termination at least thirty (30) days before the date of termination, specifying the extent to which performance of the work under the Agreement 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 sub-contracts for material, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and sub-contracts; and settle all outstanding liabilities and claims. CONSULTANT will be paid only for such work performed and materials supplied up to the termination. 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.

Upon termination CONSULTANT shall deliver to the CITY all documents (including but not limited to reports, designs, specifications, and all other data) prepared or obtained by CONSULTANT in connection with its services. The CITY shall, upon receipt of the aforesaid documents, pay to CONSULTANT and 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 Exhibit A – Scope of Services and Exhibit B – Consultant's Fee Schedule, plus (2) the percentage of the work completed in any commenced but uncompleted task, less (3) all previous payments made to CONSULTANT in accordance with Section 2 of this Agreement and any amounts withheld by the CITY to settle claims against or to pay indebtedness of CONSULTANT in accordance with the provisions of this Agreement.

- 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 Agreement, or any subsequent contract entered into pursuant to this Agreement 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 Agreement; 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 Agreement 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 Agreement 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 Agreement. 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 has abandoned performance under this Agreement, then the City Manager or designee may terminate this Agreement 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 shall have the right to terminate services 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 Agreement 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. In the event CONSULTANT breaches this Agreement, the CITY shall provide written notice of the breach and CONSULTANT shall have ten (10) calendar days from the date the notice is received to cure. If CONSULTANT fails to cure to the City's satisfaction within the ten (10) calendar 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 CONSULTANT'S work not being in accordance with the requirements of this Agreement;
 - 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 Agreement 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; or
 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.
- G. In the event that the CITY makes written demand upon CONSULTANT for amounts previously paid by the CITY as contemplated in the clause, 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.
- H. REMEDIES: In the event of a default or breach of the contract terms, the City may avail itself of each and every remedy specifically given to it now existing at law or in equity, and each and every such remedy will be in addition to every other remedy so specifically given or otherwise so existing and may be exercised from time to time and as often and in such order as may be deemed expedient by the City. The exercise, or the beginning of the exercise, of one remedy will not be deemed to be a waiver of the right to exercise, at the same time or thereafter, any other remedy. The City's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to it in law or in equity.

11. INDEPENDENT CONTRACTOR

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 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, agreement, or representation other than as specifically provided for in this Agreement. 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 Agreement.

12. 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.

13. NO HIRE

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.

14. 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:

Daniel C. Laggan, Managing Partner
Schenkel & Shultz, Inc.
200 E. Robinson Street, Suite 300
Orlando, FL, 32801
TEL: 941.379.7600 407.872.3322

EMAIL: dlaggan@schenkelshultz.com

THE CITY'S ADMINISTRATIVE AGENT:

Christopher Morales, Deputy Police Chief
City of North Port
4980 City Hall Boulevard
North Port, FL 34286
TEL: 941.429.7139
Email: cmorales@northportpd.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.

15. ATTORNEYS' FEES

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

16. CONFLICTS

In the event of any conflict between the provisions of this Agreement and RFP No. 2021-17 or CONSULTANT'S response, which are made a part hereof by reference, the Agreement shall control.

17. E-VERIFY

The CITY, CONSULTANT and every subcontractor shall register with and use the E-Verify system of the United States Department of Homeland Security to verify the work authorization status of all new employees as required by Section 448.095, Florida Statutes. A contractor who enters into a contract with a subcontractor, must require that the subcontractor provides the contractor a certification by affidavit stating that at the time of such certification and during the term of the contract, the subcontractor does not and will not employ, contract, or subcontract with an unauthorized alien, who is not authorized under federal law to be employed in the United States, as described in 8 U.S.C. S. 1324A(H)(3). The CONSULTANT shall comply with all other federal laws pertaining to the subcontractor.

18. 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 Agreement and the CITY may terminate the Agreement.
- 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 Agreement, 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.

19. FORCE MAJUERE:

- A. Should performance of any obligation created under this Agreement become illegal or impossible by reason of:

1. A strike or work stoppage, unless caused by a negligent act or omission of either Party;
2. An act of God, tornado, hurricane, flood, sinkhole, fire, explosion, landslide, earthquake, epidemic, pandemic, quarantine, pestilence, or extremely abnormal and excessively inclement weather;
3. 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;
4. A declared emergency of the federal, state, or local government; or
5. 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:

6. 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;
 7. The excuse of performance is no greater in scope or duration than required by the event of *force majeure*;
 8. No obligations of either party that arose before the *force majeure* are excused as a result of the event of *force majeure*; and
 9. The non-performing party uses all reasonable diligence to remedy its inability to perform.
- B. 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.
- C. 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.
- D. 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.

20. MISCELLANEOUS

- A. Authority to Execute Agreement. The signature by any person to this Agreement shall be deemed a personal warranty that the person has the full power and authority to bind any corporation, partnership, or any other business or governmental entity for which the person purports to act hereunder.
- B. Binding Effect/Counterparts. By the signatures affixed hereto, the Parties intend to be bound by the terms and conditions hereof. This Agreement 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.
- C. Governing Law and Venue. The laws of the State of Florida govern the rights, obligations, and remedies of the Parties under this Agreement. The exclusive venues for any legal or judicial proceedings in connection with the enforcement or interpretation of this Agreement 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.
- D. No Agency. Nothing contained herein shall be deemed or construed as creating the relationship of principal and agent, or of partnership or joint venture, between the Parties, it being understood and agreed that no provision contained herein, or any acts of the Parties shall be deemed to create any relationship between them other than that as detailed herein.
- C. Severability. In the event any court shall hold any provision of this Agreement to be illegal, invalid, or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any breach of any provision, term, condition, or covenant shall not be construed as a waiver of a subsequent breach by the other party.
- D. Headings. The descriptive titles appearing in each respective paragraph thereof are for convenience only and are not a part of this Agreement and do not affect its construction.
- E. Complete Agreement. This Agreement 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 Agreement 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.
- F. 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 CONSULTANT. Only the City Commission can approve increases in compensation under this Agreement.
- G. Assignment. The CONSULTANT shall not assign this Agreement or any right or responsibility herein unless with the written consent of the City.
- H. 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 Agreement 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.

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

CONSULTANT:

Schenkel & Shultz, Inc.

By: _____

Daniel C. Laggan

Managing Partner

Date: _____

3/10/2022

ACKNOWLEDGEMENT

STATE OF FLORIDA

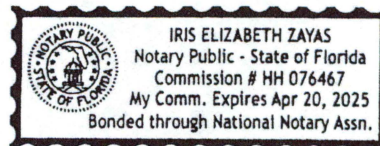
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 10th day of March 2022, by Daniel C. Laggan.

Notary Public – State of Florida

Personally Known ☒ OR Produced Identification _____

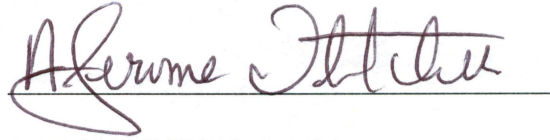
Type of Identification Produced _____



Approved by the City Commission of the City of North Port, Florida on
2022.

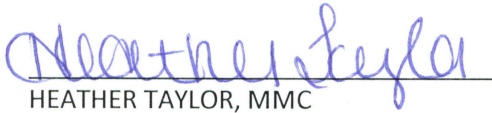
April 12, 2022

CITY OF NORTH PORT, FLORIDA



A. JEROME FLETCHER II, MPA
CITY MANAGER

ATTEST



HEATHER TAYLOR, MMC
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS



AMBER L. SLAYTON
CITY ATTORNEY

EXHIBIT A – SCOPE OF SERVICES

SECTION 1. GENERAL SCOPE STATEMENT

Total project to include architectural/engineering and construction administration services for the renovation of the existing PD Facility and design of the new EOC, 911, Evidence Facility. The new PD facility and existing station renovations/additions requirements will be determined throughout the design process. It is the intent of the design team to work with the City in developing a needs assessment and staffing analysis for the entire agency first. Conceptual floor plan blocking diagrams and site blocking diagrams will be developed for new project site and existing building based on information developed in the analysis. A total project budget has yet to be determined. A conceptual estimate will be developed after completion of Phase I and utilized to develop the design teams remaining fees for Schematic Design thru Construction Administration. The building will be designed and engineered as a Florida Building Code Essential Facility and will meet all hardening requirements as such.

Schenkel & Shultz Architecture scope for Phase I to include only the Planning and Conceptual items listed in this scoping document. Schenkel & Shultz Architecture entire project scope will 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. For owner clarification, scope for additional owner's construction management services has been provided.

The project is to be constructed via Design/Bid/Build method. Schenkel & Shultz will coordinate with the City of Northport and selected Contractor to develop / implement fiscally responsible design, materials and systems for the building and site within an approved construction budget. Construction duration will be determined in the later phases of the project.

Phase I – Planning / Conceptual Design

- 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 provide a staffing analysis for all of PD.
- 5) 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.
 - B) Detailed list of all permits required, estimated application fees, required documents and calendar schedule.

- C) New 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) Existing 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.
 - E) Conceptual site plan. Diagrammatic site plan layouts including building footprint, parking and drive access, storm water, utilities, emergency vehicle access, easements, setbacks, environmental analysis.
 - F) Water/ sewer utility capacity analysis and recommendation.
 - G) Report of data collection and analysis.
- 6) 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.
 - 7) 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.
 - 8) THE CONSULTANT shall prepare Conceptual Site Plans.
 - 9) The CONSULTANT shall prepare Conceptual Floor Plans for the new facility.
 - 10) The CONSULTANT shall prepare Conceptual Floor Plans for the renovation/addition of the existing PD facility.
 - 11) 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.
 - 12) THE CONSULTANT shall prepare conceptual estimates for all developed options. Estimate shall include dollars for current year, 2025, 2027 and 2030.
 - 13) THE CONSULTANT shall help prepare, attend, and present design options (selected by internal team) with cost estimates, to the City of Northport board.

Phases II-V to be implemented upon Commission review, discussion and approval of deliverables included in Phase I and direction on how to proceed. Phases to be added by amendment to agreement.

Phase II – 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 provide geotechnical and land surveying engineering services.
 - 4) 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 III – 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 are 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 system 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 IV – 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.

Phase V - 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 as-built 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.

Additional Services upon request for Phases IV and V- Owner's Representation Services

GENERAL

1. The Construction Management Team (CM-1) will provide services in support of City of North Port staff during project construction of this project. Acting as Owners Representative the CONSULTANT will participate in the following phases:
 - a. Pre-Bid
 - b. Bid
 - c. Construction Administration
 - d. Construction Close Out
2. The Owner will contract directly with the construction Contractor and will be actively involved in the construction process to make decisions, provide recommendations, and perform other actions necessary for the completion of the construction.
3. The Construction Management Team must be knowledgeable of all City of Northport delivery Standards, Specifications and General Conditions. The CONSULTANT will review the Design and scope of construction for the project and be knowledgeable of them to assure the Owner that the design documents, shop drawings, all submittals and the construction of the buildings are all in alignment and consistent with the Design and the Scope of Construction.

PERSONNEL

Provide competent personnel qualified by experience and education. Submit to the owner the names of personnel proposed for assignment to the project, including a detailed resume for each containing education and similar experience.

The CONSULTANT responsibilities are as follows:

1. Moderate and participate in construction meetings during each phase of the design build construction contract.
2. Monitor contractor compliance with Plans and Specifications.
3. Review recommendations made to contract modifications and pay requests.
4. Act as liaison for construction related issues between the City of Northport and Contractor.
5. Prepare and review construction project documentation deliverables as required by this work order.
6. Review project closeout and final record documents and provide recommendations.
7. Review change orders received from the contractor and assist in negotiating with the contractor.
8. Review and provide approval or rejection of Contractor pay applications.

Design Review Team

The Design Review Team must have a Registered Architect in the State of Florida capable of reviewing architectural plans and specifications to assure the Owner that the plans are addressing all project needs and that the plans are in alignment and consistent with the Design and scope of construction. The Architect must have 4 years of experience designing or reviewing similar projects.

The Design Review Team must have a Registered Professional Engineer(s) in the State of Florida capable of reviewing all project documents, plans and specifications, shop drawings, submittals, etc. The Registered Professional Engineer(s) must be capable of reviewing all engineering disciplines such as but not limited to (Civil, structural, electrical, mechanical, HVAC, plumbing, fire suppression system, etc.).

1. The review team will review all disciplines of the plans, specifications and submittals provided by the Contractor to make sure that they are in alignment and consistent with the project Design and scope of construction.
2. The review team will review all disciplines of the plans for all disciplines, specifications and submittals provided by trades, suppliers and support resources contributing to the delivery of the project.
3. The review team will review all shop drawings to make sure the construction is in alignment and consistent with the scope of construction and the project design plans.

CONSTRUCTION MANAGEMENT SERVICES

Services During Bid, Construction and Close Out Phases

The CONSULTANT will provide services administering the contract for construction, monitoring the contractor's performance, processing design and technical submittals, and closing out the contract for construction. The CONSULTANT will coordinate with the contractor and will keep the Owner advised of the progress of the construction.

1. Bid Phase
 - a. The CONSULTANT will assist with the planning of and participate in one pre-bid meeting and one pre-award meeting.
 - b. The CONSULTANT will plan and facilitate one pre-construction conference with the Contractor and Owner to review the project communication policy, coordination of documentation submittals, requirements and format of contractor schedule submittals and discuss the Contractor's general work-plan and requirements for the project.
2. Construction Phase
 - c. The CONSULTANT will facilitate weekly progress meetings with the Contractor and Owner staff. Weekly meetings will be attended by the CONSULTANT construction manager. Meeting minutes will be prepared and distributed by the CONSULTANT.
 - d. The CONSULTANT will receive and log communications from the Contractor and

will coordinate communications between Owner and Contractor.

- e. The CONSULTANT will distribute City-approved field instructions, orders, or similar documents, during construction.
- f. The CONSULTANT will confirm that the required permits have been obtained and submitted by the Contractor. The CONSULTANT will monitor the status of permit applications and document completion of permit dose-out.
- g. The CONSULTANT will receive and review the Contractor's requests for payment. The CONSULTANT will determine whether the amount requested reflects the progress of the Contractor's work and is in accordance with the contract for construction.
- h. The CONSULTANT will provide reports of project progress as required to meet Owner's reporting requirements.
- i. The CONSULTANT will review the Contractor's construction schedules and verify that they are consistent with the requirements of the plans and specifications and the Project Master Schedule. CONSULTANT will advise the Contractor of any areas where the schedules are not in compliance with the plans and specifications. CONSULTANT will provide comments to the City to assist the City in approving, accepting, or taking other action on the Contractor's schedule, in accordance with the plans and specifications.
- j. CONSULTANT will review the Contractor's periodic schedule updates or other schedule submissions. CONSULTANT will advise the Contractor if the updates or other submissions are not in accordance with the plans and specifications. CONSULTANT will provide comments to the City regarding the updates or other submissions.
- k. CONSULTANT will review information submitted by the Contractor regarding the effect of proposed or issued Change Orders upon the construction schedule, duration, and completion date. The CONSULTANT will gather information on these changes in order to provide an analysis of this data to the City. CONSULTANT will advise the City as to the potential impact of proposed or issued Change Orders. The CONSULTANT shall assist the City in discussions with the Contractor concerning the potential impact of proposed Change Orders.
- l. CONSULTANT will provide weekly reports to the City as to the status of the construction schedule, date of completion, contract price, retainage, pending changes to the contract price or completion date and other issues material to the cost and time for completion of the construction. These reports will be combined with the monthly change order reports.
- m. CONSULTANT shall request from the Contractor a schedule of values that allocates the contract price to the activities of the Contractor's construction schedules. CONSULTANT shall review the schedule of values for reasonableness and conformance with the contractor's schedule of work.
- n. CONSULTANT shall monitor and report on potential changes, claims and other identified matters that may have an impact on the contract price and project

budget.

- o. CONSULTANT will verify that the Contractor is preparing as-built drawings, and other as-built or record documents by reviewing these documents each month at the time the Contractor submits their pay request. When transmitted by the Contractor, CONSULTANT will review these for completeness and shall transmit these to the City.
- p. The CONSULTANT will coordinate, monitor, and report on all requests and activities initiated by agencies and other stakeholder holding a vested interest in the project. CONSULTANT will coordinate with all City of Northport departments and other agencies and utility owners as needed.
- q. The CONSULTANT will provide a letter(s) to the owner assuring that the construction is in alignment and consistent (to the best of their knowledge) with the Design Scope of Construction and according to the design plans and specifications.

Construction Phase - Design Support

- r. The CONSULTANT will coordinate and assist with submittal reviews, processing of requests for information, processing of change requests and design of necessary changes during construction.
- s. The CONSULTANT will review submittals, shop drawings, requests for information and associated documents for compliance with intent of construction documents, compliance with City of Northport standards, alignment and consistent with the Design and Scope of construction.
- t. The CONSULTANT will assist with certification of completion for permits.
- u. The CONSULTANT will assist with review of the as-built drawings.
- v. CONSULTANT will obtain from the Contractor a proposed shop drawing and submittal schedule, which shall identify all shop drawings, samples and submittals required by the plans and specifications, along with the anticipated dates for submission.
- w. The CONSULTANT will provide a letter(s) to the owner assuring that the design is in alignment and consistent with the Design and Scope of Construction
- x. The CONSULTANT will review the design documents, provide comments, review contractor's responses, follow up on comment responses until they are resolved.

Construction Close-Out Phase

- y. CONSULTANT will assist the City in closing out the plans and specifications and commencement of the City's use of the completed work.
- z. CONSULTANT will assist the City in issuing documents for substantial and final completion and acceptance of the work.
- aa. CONSULTANT will advise the City on final payment, release of retention, and

release of insurance and bonds.

bb. CONSULTANT will coordinate with the Construction Contractor and review of required manuals for operation and maintenance provided by the Contractor and for training of the Owner's staff by the Contractor.

cc. CONSULTANT will coordinate with the Construction Contractor of required warranties, guarantees, lien releases and other similar documents as required by the plans and specifications.

dd. CONSULTANT will advise the City as to the acceptability and compliance of these documents with the plans and specifications.

ee. CONSULTANT will assist with the recording of project documents and records. These shall include as-built drawings, final cost report, as-built schedule, and a project close-out report.

FIELD OBSERVATION

Deficient and Non-conforming Work

ff. Should CONSULTANT discover or believe that any work by the Contractor is not in accordance with the plans and specifications, or is otherwise defective, not conforming to requirements of the contracts or applicable rules and regulations, CONSULTANT shall bring this to the attention of the Contractor, Site Manager, and the Owner. CONSULTANT shall thereupon monitor the Contractor's corrective actions and shall advise the City as to the acceptability of the corrective actions.

Regulatory and Third-Party Testing and Inspections

gg. CONSULTANT will monitor the Contractor's coordination of inspection and testing by regulatory and third-party agencies that have jurisdiction over the project and assure appropriate Owner staff are notified in advance when equipment is to be tested.

Independent Testing, Inspection and Survey Services

hh. The CONSULTANT will monitor Contractor provided testing, inspection and survey services and will file testing reports as received from the Contractor.

CHANGE MANAGEMENT

Minor Variations in the Work

ii. CONSULTANT, with the approval of the Owner, may facilitate minor variations in the work which do not involve an adjustment in the Contractor's contract price nor time for construction and are not inconsistent with the intent of the contract documents as directed by the Owner.

Review of Contractor's Requested Changes

jj. The CONSULTANT will review all Contractor requested changes to the contract for construction. The CONSULTANT will make recommendations to the Owner regarding the acceptability of the Contractor's request and, upon approval of the Owner, assist the Owner in negotiations of the requested change. Upon

agreement and approval, the CONSULTANT will coordinate with Contractor to prepare final change order documents.

- kk. CONSULTANT will provide monthly reports to the City about" the status of Proposals and Change Orders. The report shall include proposed Change Orders, issued Change Orders, pending Change Orders, and Change Order amounts.

Claims and Disputes

The CONSULTANT will receive, log, and notify the City about letters and notices from the Contractor concerning claims or disputes between the Contractor and the City pertaining to the acceptability of the **work** or the interpretation of the requirements of the contract for construction. The CONSULTANT will review all such letters and notices and will discuss them with the Contractor as necessary to understand each such claim or dispute. The CONSULTANT will advise the City regarding the Contractor's compliance with the contract requirements for such claims and disputes. CONSULTANT will assist the City in discussions with the Contractor to resolve claims and disputes.

SERVICES DURING CLOSEOUT PHASE

Substantial and Final Completion

ll. The CONSULTANT shall make recommendations to the City regarding acceptance of the work based upon the results of the final work observation. The CONSULTANT services will include the following:

- i. Preparation and distribution of a punch list identifying items which are required to be completed before issuance of substantial completion.
- ii. Preparation and distribution of a punch list identifying items which are required to be completed before issuance of final completion and acceptance of the work.

SAFETY

Monitor the progress of the Contractor as-built drawings and submittal of City of Northport construction closeout forms. Coordination with the Contractor for the submission of required manuals provided by equipment suppliers for operation and maintenance.

- iii. Coordination with the Contractor for the submission of required warranties, guarantees, lien releases and other similar documents as required by the contract for construction.

mm. The CONSULTANT will notify affected personnel of any site conditions posing an imminent danger to them which the CONSULTANT observes.

DELIVERABLES

nn. The CONSULTANT will provide the following deliverables for each construction project identified in this work order.

- i. Monthly progress report
- ii. Preconstruction Meeting Agenda and Minutes

- iii. Weekly Construction meeting agenda, minutes and status report including schedule and financial detail.
- iv. Written reports, diaries, or other records of inspections.
- v. Documents, forms, reports or letters prepared by the Consultant which document specific instruction or agreement with Owner, Contractor or other agency which is of significance to the completion of the contract for construction
- vi. Substantial and Final completion punch lists.

END OF EXHIBIT A

EXHIBIT B – FEE SCHEDULE

Exhibit B - Fee Schedule							
Northport PD Facilities/Hourly Breakdown							
ARCHITECTURAL							
December 15, 2021							
	175	160	120	160	160	75	
	Proj.	Proj	Cad	Spec	Const.	Admin.	
	Manager	Arch	Op	Writer	Admin.		
Planning / Conceptual							
Code Investigation/ Site limitations	20	20					
Staff Interviews	30	30				20	
Staffing Analysis	80	40				20	
New Building-Conceptual Plans	40	40	20				
New Building-Conceptual Exterior Designs	20	20	20				
Existing Building-Conceptual Plans	80	80	40			20	
New Building-Space Needs Assessment	30	30					
Existing Building-Space Needs Assessment	80	80	20			20	
Prepare adjacency diagrams	20	20	20			20	
Review City Standards, Requirements	12	12				10	
New Building-Site Master Planning	40	40	20				
Existing PD building systems analysis	20	20				20	
Coordination with consultants	20	20					
Estimate	40	40				20	
Subtotal hours	532	492	140	0	0	150	Total
Subtotal fees	93100	78720	16800	0	0	11250	199870
TOTAL HOURS	532	492	140	0	0	150	
TOTAL FEES	93100	78720	16800	0	0	11250	
ARCHITECTRAL TOTAL FEES							199870
MEPF							
MEPF(See attached breakdown)							16,320
Structural							
Structural(See attached breakdown)							2,275
Landscape & Irrigation							
Site package(See attached breakdown)							2,945
Civil							
Site package							14,000
TOTAL PROJECT FEES (Including Consultants)							235,410

Exhibit B - Fee Schedule							
Northport PD Facilities/Hourly Breakdown							
Landscape Architecture							
December 15, 2021							
	150	125	90	125	125	75	
	Proj.	Proj	Cad	Spec	Const.	Admin.	
	Manager	Arch	Op	Writer	Admin.		
Planning / Conceptual							
Document Collection & Review	0	2				1	
Review Site Conditions	2	2					
Code Investigation/ Site limitations	0	0					
Review City Standards, Requirements		2					
Cad bases of Site Boundary, Topo, Utilities		0	4				
Team Coordination	2	2	0	0			
Existing PD building analysis		2					
Interviews with staff	0	0					
Prepare adjacency diagrams	0		4				
Review and finalize documents	2						
Subtotal hours	6	10	8	0	0	1	Total
Subtotal fees	900	1250	720	0	0	75	2945

Exhibit B - Fee Schedule							
Northport PD Facilities/Hourly Breakdown							
STRUCTURAL							
December 15, 2021							
	175	160	120	160	160	75	
	Proj.	Proj	Cad	Spec	Const.	Admin.	
	Manager	Arch	Op	Writer	Admin.		
Planning Phase							
Document Collection & Review							
Review Site Conditions	8						
Code Investigation/ Site limitations	2						
Review City Standards, Requirements	1						
Cad bases of Site Boundary, Topo, Utilities							
Team Coordination	1						
Existing PD building analysis							
Interviews with staff							
Prepare adjacency diagrams							
Review and finalize documents	1						
Subtotal hours	13	0	0	0	0	0	Total
Subtotal fees	2275	0	0	0	0	0	2275

Exhibit B - Fee Schedule								
Northport PD Facilities/Hourly Breakdown								
MEP/FP Engineering								
December 15, 2021								
	185	185	185	0	0	65		
	Proj. PE	Proj. PE	Proj NICET	Spec	Const.	Admin.		
	Mech	Elect	P/FP	Writer	Admin.			
Planning Phase								
Document Collection & Review	2	2	2					
Review Site Conditions	2	2	2					
Perform on site analysis of Existing PD building	8	8	8					
Prepare Report of Findings	16	16	16			12		
Subtotal hours	28	28	28	0	0	12	Total	
Subtotal fees	5180	5180	5180	0	0	780	16320	

Exhibit B - Fee Schedule									
Northport PD Facilities/Hourly Breakdown									
CIVIL									
December 20, 2021									
	160	130	120	100	110	100	80	85	
	Principal	Sr Proj	Proj	Design	Sr	CADD	Drafts-	Admin.	
	Engr	Engr	Engr	Engr	Designer	Designer	man		
Planning Phase									
Narrative Development	2	20						5	
Conceptual Planning / Code Level Review	2	20			15			5	
Conceptual Level Design Estimates (i.e., Stormwater and Utility Services)	2	20			10	13		4	
**No Survey or Schematic Drawing Anticipated at This Time									
Subtotal hours	6	60	0	0	25	13	0	14	Total
Subtotal fees	960	7800	0	0	2750	1300	0	1190	14000

END OF EXHIBIT B

EXHIBIT C – PROJECT SCHEDULE

Phase One Services: Planning / Conceptual Phase – 5 TOTAL MONTHS FROM RECEIPT OF NOTICE TO PROCEED

1. Staffing Analysis- **1 month**
2. Space Needs Assessment- **2 months**
3. Conceptual Design- **2 months**

Deliverables

1. Staffing Analysis
 - Staff interview meeting notes (8.5x11 PDF)
 - Final staffing analytics (8.5x11 PDF)
2. Space Needs Assessment
 - Code analysis (8.5x11/11x17 PDF)
 - Existing building systems analysis report (8.5x11/11x17 PDF)
 - Review / synopsis of City standards (8.5x11 PDF)
 - Building programming spreadsheet (8.5x11 PDF)
 - Adjacency diagrams (8.5x11/11x17 PDF)
3. Conceptual Planning
 - Exterior building rendering options (PDF, JPG)
 - Conceptual rendered site plan (PDF, JPG)
 - Existing building conceptual blocking/stacking diagrams (PDF, JPG)
 - New building conceptual blocking/stacking diagrams (PDF, JPG)
 - Estimate spreadsheet for all options (8.5x11 PDF)

- * All documents will be submitted electronically
- * See Exhibit B for hourly breakdown for deliverable tasks above
- * Current Proposed Schedule is an estimate based on current knowledge. Schedule is subject to change pending phasing / scoping decisions made during the planning phase.
- * Schedule begins when NTP is received
- * Phases include time for City review periods

END OF EXHIBIT C