

PURCHASE REQUISITION NBR: 0000052102

47161

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REQUISITION BY: CHERYL GREINER

STATUS: REQ 2ND LEVEL APPROVAL
REASON: BUTLER PARK POOL DESIGN CHANGE ORDER #3

DATE: 4/12/17

SHIP TO LOCATION: GENERAL SERVICES

SUGGESTED VENDOR: 2992 KIMLEY HORN AND ASSOCIATES INC

DELIVER BY DATE: 9/30/17

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	CHANGE ORDER #3 FOR ADDITIONAL DESIGN SERVICES ADD LINE 2 TO PURCHASE ORDER 47083 FOR ADDITIONAL COMMISSION DIRECTED DESIGN SERVICES. COMMODITY: ENGINEERING SERV PRO SUBCOMMOD: ENGINEERING SERV NOC	15000.00	\$\$	1.0000	15000.00	

REQUISITION TOTAL: 15000.00

ACCOUNT INFORMATION

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	30630365726300	IMPROVE OTHER THAN BLDGS P17NPP NORTH PORT POOL	100.00	15000.00
				15000.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

PURCHASING DEPARTMENT
VENDOR TRACKING

Prior PO Total: \$

New PO Total: \$ 15000⁰⁰

YTD Dept Exp (Incl): \$ 30000⁰⁰

YTD CW Exp (Incl): \$ 30000⁰⁰

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RFP

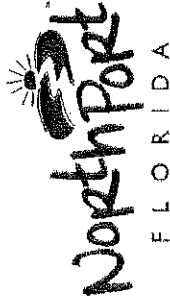
APPROVAL

Purchasing Mgr: *[Signature]* Date: 4/13/17

Finance Director: *[Signature]* Date: _____

Asst. City Mgr: *[Signature]* Date: _____

City Manager: *[Signature]* Date: _____



CITY OF NORTH PORT



CHANGE ORDER/CONTRACT AMENDMENT FORM

Change Order/Amendment No.: 3 Date Submitted: 4/10/2017
City's Contract No.: 2011-08 Project Manager: Robin Carmichael
Project Name: Butler Park Pool
Originating Department: General Services / Admin
Contractor: Kimley Horn

Change required due to:

Changed/Unforeseen Conditions - Errors and Omissions ✓ Change in Scope
Time Extension/Deletion - Change in Price

Explanation of Change (What is changing? Include effect on completion time):

Commission requested a 25 meter pool design instead of a 50 meter pool design, and additional water features similar to Rogers Park, Arkansas.

Reason for Change Order (Why is it changing?):

Commission requested a new concept plan and follow up meeting with consultant.

Attachments (list documents supporting change):

Butler Park Pool Additional Services - Amendment #3
Butler Park Pool - Amendment #2
Butler Park Pool - Amendment #1
Butler Park Pool - Agreement 2011-08

CHANGE IN CONTRACT PRICE				CHANGE IN CONTRACT TIME	
Original Contract Amount:		\$400,000		Original Contract Time (days):	
Previous	Amendment/ Change Orders:	# 1	to # 2	Approved Additions/Deductions of time:	
Approved Amount:		#	to #		
Amendments/Change Orders		Amend	\$36,800	Current Contract Time:	
Current Contract Price:		CO		(y-t-d before this request)	
This Change Add/(Deduct):			\$436,800	This request:	
			\$15,000	Add/(Deduct) contract time	
Total Contract Amount w/this change (pending approval):			\$451,800	If approved: Total Contract Time	
				(y-t-d with this request):	
				Contract Start Date:	
				Original Completion Date:	
				Revised Completion Date:	

CONTINGENCY FUNDS		
Use of Contingency Funds?	Yes	No ☒
Original Contingency Amount:		
Approved Use of Contingency Amount:		
Increase/(Decrease):		
Contingency Balance:		

RECOMMENDED:

By: Signed Attachment
Contractor

Date: _____

APPROVED:

By: Edna Amelias
Department Director

Date: 4/10/17

APPROVED:

By: Charles E. [Signature]
Finance Director

Date: 04/11/17

RECOMMENDED:

By: Edna Amelias
City Project Manager

Date: 4/10/17

APPROVED:

By: Maria Dwyer
Purchasing Manager

Date: 4/10/17

APPROVED (if applicable):

By: [Signature]
City Manager

Date: 4.12.17

Ginny Duyn

From: Robin Carmichael
Sent: Monday, April 10, 2017 5:04 PM
To: Ginny Duyn
CC: Daniel Schult; Peter Lear; Cheryl Greiner
Subject: FW: 03-29-2017 motion and direction regarding the pool
Attachments: 03-06-2017 Commission Special Meeting Motion and direction on the pool.doc
Importance: High

Ginny,

I just spoke with Cheryl and she indicated that you had called to find out if commission had directed the new pool concept design and if they were aware that there would be a fee associated with the new concept. Patsy sent over the motion earlier today so I have attached. The commission directed the new design within 30 days which requires an amendment as soon as possible. The commission had been provided potential costs if we begin the process again, but no fees were developed from Kimley Horne to redesign the project again which was the decision commission made at the last meeting. Does this suffice?

Robin Carmichael, Director
General Services Department
City of North Port, Florida
4970 City Hall Boulevard
North Port, FL 34286
Phone 941.429.7129
Cell 941.628.0283

rcarmichael@cityofnorthport.com
www.cityofnorthport.com

A City where you can "Achieve Anything."

E-mail messages sent or received by City of North Port officials and employees in connection with official City business are public records subject to disclosure under the Florida Public Records Act.

From: Patsy Adkins
Sent: Monday, April 10, 2017 10:19 AM
To: Robin Carmichael <rcarmichael@cityofnorthport.com>
Subject: FW: 03-29-2017 motion and direction regarding the pool

Attached is the direction from the Commission Regarding the Pool.

Patsy C. Adkins, MMC
City Clerk
City of North Port
4970 City Hall Boulevard
North Port, FL 34286
Office: 941.429.7056 Cell 941.628.3650
Fax: 941.429.7008

badkins@cityofnorthport.com
www.cityofnorthport.com

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A motion was made by Vice-Mayor Carusone to direct staff bring back a more detailed plan taking the Rogers, Arkansas development into consideration with a more recreational use as well as the 25-meter stretch pool with bulkhead; utilizing the entire area, including the area where the playground exists and possibly areas of the greenway; coming back with more detailed plan that will outline the phases needed to complete, the cost of the plan, the location from where the funding will be acquired, and design phases. The motion carried unanimously.

Yates can get back in 30 days?

Mark will talk to Robin Carmichael to do some design, adjust the agreement if need be, and then come back with a time frame.

Yates put it together in a package and then itemize things we can take out within \$10-12 million.

Mark will do. if there is nothing like this around, it will become the regional draw.

come back as soon as possible and can do a special meeting if needed. Will be in place by budget time.

Ginny Duyn

From: Robin Carmichael
Sent: Monday, April 10, 2017 11:59 AM
To: Ginny Duyn
Cc: Alla Skipper; Peter Lear
Subject: Re: Butler Pool 2011-08

Cheryl has completed and will be walking over shortly.

Robin Carmichael
General Services Director
City of North Port, Florida
4970 City Hall Boulevard
North Port, FL 34286
941.429.7129

On Apr 10, 2017, at 10:59 AM, Ginny Duyn <gduyn@cityofnorthport.com> wrote:

Robin,

As a reminder, please submit you scope & fee with the appropriate Change Order/contract amendment form. Review and approval of your request is pending proper submittal.

Thank you,

Ginny Duyn, CPPB
Purchasing Manager
City of North Port
4970 City Hall Boulevard
North Port, FL 34286
Phone: 941.429.7174
Fax: 941.429.7173

gduyn@cityofnorthport.com
www.cityofnorthport.com

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Email messages sent or received by City of North Port officials and employees in connection with official City business are public records subject to disclosure under the Florida Public Records Act.

From: Robin Carmichael
Sent: Thursday, April 6, 2017 3:54 PM
To: Ginny Duyn <gduyn@cityofnorthport.com>
Subject: Re: Butler Pool 2011-08

Ok

Robin Carmichael
General Services Director
City of North Port, Florida
4970 City Hall Boulevard
North Port, FL 34286
941.429.7129

On Apr 6, 2017, at 2:36 PM, Ginny Duyn <gduyn@cityofnorthport.com> wrote:

Robin,

When submitting the scope & fee (\$15,000) you received from Kimley-Horn for approval, please use the Change Order/ Contract amendment form located on the intranet (Department Forms/Purchasing).

Thank you,

Ginny Duyn, CPPB
Purchasing Manager
City of North Port
4970 City Hall Boulevard
North Port, FL 34286
Phone: 941.429.7174
Fax: 941.429.7173

gduyn@cityofnorthport.com
www.cityofnorthport.com

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E-mail messages sent or received by City of North Port officials and employees in connection with official City business are public records subject to disclosure under the Florida Public Records Act.



April 5, 2017

Ms. Robin Carmichael
General Services Director
City of North Port, Florida
4970 City Hall Boulevard
North Port, FL 34286

Via Email: rcarmichael@cityofnorthport.com

RE: *Butler Park Pool Additional Services - Amendment # 3*

Kimley-Horn and Associates, Inc. ("Consultant") is pleased to submit this amendment to the City of North Port, Florida ("City") for revisions and/or supplemental professional services as follows:

PROJECT UNDERSTANDING

The Consultant understands that the City intends to modify the design of the Butler Park Pool Construction Documents dated April 2012.

At the direction of the City, the Consultant presented a concept to the City Commission during a workshop on March 29, 2017 for a 50M Competitive Pool w/ Bulkheads, Lazy River, Support Buildings (Bath House, Office, Concessions, and Pool Mechanical) with Pool Heaters, Lighting, Fencing, Shade, and Concrete Pool Deck for Staging and Spectator Seating. Additional features included a Children's Pool, Water Slides, or other Spray Features.

Based on current market conditions and public trends, the conclusions of the workshop were that the needs of the City had changed requiring a more balanced aquatic facility to serve multi-generational programming.

Therefore, the City Commission directed City staff to work with the Consultant to develop a new concept and to present it an additional workshop to be scheduled within the next 30-45 days.

SCOPE OF WORK

Based on the above, the next steps are as follows:

Task A

Utilizing the information gathered at the workshop City Commission Meeting on March 29, 2017, the Consultant will develop a revised conceptual site plan rendering and opinion of probable cost based on a project budget of approximately \$10M inclusive of the following:

- 1) Expand the project area to the limits of the drives and parking on the west, and to include the existing playground area on the east. (See Attached)
- 2) Revise the 50M pool to a stretched 25M pool with a bulkhead with appropriate space and depths for 1M diving, swim meets, laps swimming, water polo, and lesson programming areas.
- 3) Expand the lazy river and add a larger zero-depth beach entry.
- 4) Include a larger children's pool with a multi-level water play structure with slides and tipping bucket.
- 5) Create a swim lagoon area for recreational and wellness programming use.
- 6) Include additional waterslides or features for teens and adults as additional alternate bid items.
- 7) Allow for any expanded restroom, shower, and pool mechanical facilities as required per code.
- 8) Prepare a project schedule based upon a project completion date of May 2019.

Task B

Once any revisions are made, the Consultant will present the above in an expanded PowerPoint presentation at a second workshop City Commission Meeting and answer any questions.

Deliverables: Expanded PowerPoint Presentation with Images of Similar Features, Updated Conceptual Site Plan, Updated Opinion of Probable Costs, and Project Schedule.

Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or

market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost.

Task C

Upon approval by the Commission of Task A and B, the Consultant will proceed with preparing revised construction documents as Amendment #4 once it is approved by the City Commission and signed by the Mayor.

COMPENSATION

The Consultant will perform the above scope of work in the amount of \$15,000 lump sum inclusive of lump sum expenses.

CLOSURE

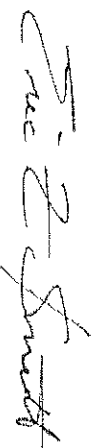
If you concur with the foregoing, please print and execute two (2) copies of this agreement in the spaces provided below, retain one copy, and return the other copy to us. Fees and times stated in this agreement are valid for sixty (60) days after the date of this letter.

We appreciate the opportunity to provide these services to you. Please contact me at (214) 420-5625 or mark.hatchel@kimley-horn.com should you have any questions or need any additional information.

Sincerely,



Mark C. Hatchel, PLA, ASLA
Vice President and Senior Project Manager



Eric Z. Smith
Assistant Secretary

By signing below, the City acknowledges and agrees to the additional services amount of \$15,000 lump sum as Amendment #3 and that the original terms and conditions of the original engineering services agreement signed by the City on June 13, 2011 are incorporated by reference.

Agreed to this _____ day of _____ 2017.

City of North Port, Florida

By: _____

Peter D. Lear, CPA, CGMA - Interim City Manager

PURCHASE REQUISITION NBR: 0000051976

47083

R

REQUISITION BY: CHERYL GREINER

STATUS: REQ 2ND LEVEL APPROVAL

REASON: BUTLER PARK POOL ADDITIONAL SERVICES - AMENDMENT 2

DATE: 1/20/17

SHIP TO LOCATION: PARKS & RECREATION DEPT

SUGGESTED VENDOR: 2992 KIMLEY HORN AND ASSOCIATES INC

DELIVER BY DATE: 9/30/17

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
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1	KIMLEY HORN UNDERSTANDS THAT THE CITY INTENDS TO MODIFY THE DESIGN OF THE BUTLER PARK POOL CONSTRUCTION DOCUMENTS DATED APRIL 2012.	15000.00	\$\$	1.0000	15000.00	
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OPTIONS TO CONSIDER SHOULD INCLUDE A 50M COMPETITIVE POOL W/BULKHEADS, SUPPORT BUILDINGS (BATH HOUSE, OFFICE, CONCESSIONS, AND POOL MECHANICAL) WITH POOL HEATERS, LIGHTING, FENCING, SHADE, AND CONCRETE POOL DECK FOR STAGING AND SPECTATOR SEATING. ADDITIONAL CONSIDERATIONS COULD INCLUDE A LAZY RIVER, CHILDREN'S POOL, WATER SLIDES, OR OTHER SPRAY FEATURES.

TASK A:
UTILIZING THE PRIOR MASTER PLANNING OPTIONS FOR 50M POOLS AND THE DETAILED DESIGN WORK COMPLETED WIN APRIL 2012 - THE CONSULTANT WILL PREPARE UP TO THREE 50M POOL COLORED SITE PLAN OPTIONS AND UPDATED OPINIONS OF PROBABLE COST AND THEN REVIEW THE OPTIONS WITH CITY STAFF IN AN INTERNET MEETING. BECAUSE THE CONSULTANT DOES NOT CONTROL THE COST OF LABOR, MATERIALS, EQUIPMENT OR SERVICES FURNISHED BY OTHERS, METHODS OF DETERMINING PRICES, OR COMPETITIVE BIDDING OR MARKET CONDITIONS, ANY OPINIONS RENDERED AS TO COSTS, INCLUDING BUT NOT LIMITED TO OPINIONS AS TO THE COSTS OF CONSTRUCTION AND MATERIALS, SHALL BE MADE ON THE BASIS OF ITS EXPERIENCE AND REPRESENT ITS JUDGMENT AS AN EXPERIENCED AND QUALIFIED PROFESSIONAL, FAMILIAR WITH THE INDUSTRY. THE CONSULTANT CANNOT AND DOES NOT GUARANTEE THAT PROPOSALS, BIDS OR ACTUAL COSTS WILL NOT VARY FROM ITS OPINIONS OF COST.

TASK B:
ONCE ANY REVISIONS ARE MADE, THE CONSULTANT WILL PRESENT THE FINDING TO THE CITY IN PERSON AT A COMMISSION MEETING AND ANSWER ANY QUESTIONS REGARDING THE PROPOSED 50M POOL PROJECT.

DELIVERABLES:
FINAL COLORED 50M POOL SITE PLAN AND UPDATED OPINION OF PROBABLE COSTS
COMMODITY: MISCELLANEOUS SERVICES 2
SUBCOMMOD: PROFESSIONAL SERV NOC

REQUISITION TOTAL: 15000.00

PURCHASING DEPARTMENT VENDOR TRACKING

Prior PO Total: \$ 0
New PO Total: \$ 15000^W

YTD Dept Exp (Incl): \$ 15000^W
YTD CW Exp (Incl): \$ 15000^W

APPROVAL

Purchasing Mgr: B. Grier Date: 1/30/17
Finance Director: [Signature] Date: 1/31/17
Asst. City Mgr: N/A Date:
City Manager: N/A Date:

CO #2

PURCHASE REQUISITION NBR: 0000051976

REQUISITION BY: CHERYL GREINER
SHIP TO LOCATION: PARKS & RECREATION DEPT
STATUS: REQ 2ND LEVEL APPROVAL
REASON: BUTLER PARK POOL ADDITIONAL SERVICES - AMENDMENT 2
DATE: 1/20/17
SUGGESTED VENDOR: 2992 KIMLEY HORN AND ASSOCIATES INC
DELIVER BY DATE: 9/30/17

LINE	DESCRIPTION	QUANTITY UOM	UNIT	EXTEND	VENDOR PART NUMBER
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ACCOUNT INFORMATION

LINE #	ACCOUNT	PROJECT	PIZNPB	NORTH PORT POOL	AMOUNT
1	15230365726300	IMPROVE OTHER THAN BLDGS	100.00	15000.00	15000.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.



January 16, 2017

Ms. Robin Carmichael
General Services Director
City of North Port, Florida
4970 City Hall Boulevard
North Port, FL 34286

Via Email: rcarmichael@cityofnorthport.com

RE: *Butler Park Pool Additional Services - Amendment # 2*

Kimley-Horn and Associates, Inc. ("Consultant") is pleased to submit this amendment to the City of North Port, Florida ("City") for revisions and/or supplemental professional services as follows:

PROJECT UNDERSTANDING

The Consultant understands that the City intends to modify the design of the Butler Park Pool Construction Documents dated April 2012.

Options to consider should include a 50M Competitive Pool w/ Bulkheads, Support Buildings (Bath House, Office, Concessions, and Pool Mechanical) with Pool Heaters, Lighting, Fencing, Shade, and Concrete Pool Deck for Staging and Spectator Seating. Additional considerations could include a Lazy River, Children's Pool, Water Slides, or other Spray Features.

SCOPE OF WORK

Task A

Utilizing the prior master planning options for 50M pools and the detailed design work completed win April 2012 - the Consultant will prepare up to three 50M pool colored site plan options and updated opinions of probable cost and then review the options with City staff in an internet meeting. Because the Consultant does not control the cost

of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost.

Task B

Once any revisions are made, the Consultant will present the finding to the City in person at a Commission Meeting and answer any questions regarding the proposed 50M pool project.

Deliverables: Final Colored 50M Pool Site Plan and Updated Opinion of Probable Costs

COMPENSATION

The Consultant will perform the above scope of work in the amount of \$15,000 lump sum.

CLOSURE

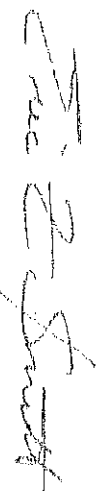
If you concur with the foregoing, please print and execute two (2) copies of this agreement in the spaces provided below, retain one copy, and return the other copy to us. Fees and times stated in this agreement are valid for sixty (60) days after the date of this letter.

We appreciate the opportunity to provide these services to you. Please contact me at (214) 420-5625 or mark.hatchel@kimley-horn.com should you have any questions or need any additional information.

Sincerely,



Mark C. Hatchel, PLA, ASLA
Vice President and Senior Project Manager



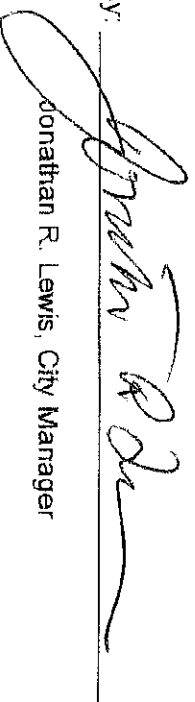
Eric Z. Smith
Assistant Secretary

By signing below, the City acknowledges and agrees to the additional services amount of \$15,000 lump sum as Amendment #2 and that the original terms and conditions of the original engineering services agreement signed by the City on June 13, 2011 are incorporated by reference.

Agreed to this _____ day of _____ 2017.

City of North Port, Florida

By: _____



Jonathan R. Lewis, City Manager

CO

PURCHASE REQUISITION NBR: 000004481

STATUS: READY FOR BUYER PROCESSING
REASON: CHANGE ORDER TO PO#43914 - KIMLEY HORN
REQUISITION BY: CHERYL GREINER
SHIP TO LOCATION: GENERAL SERVICES
SUGGESTED VENDOR: 2992 KIMLEY HORN AND ASSOCIATES INC
DATE: 5/15/12
DELIVER BY DATE: 9/30/12

LINE	DESCRIPTION	QUANTITY	UNIT	COST	EXTEND	VENDOR PART NUMBER
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1 CHANGE ORDER 1 TO CONTRACT 2011-08
DATED 2/28/12 ADDING THE FOLLOWING:
ADDITIONAL MEETINGS & TRIPS -- \$7,050
ADDITIONAL CONCEPT REVISION (NO CHARGE) ADDITIONAL
POOL HEATING/GEO-THERMAL DESIGN \$4,850 UPGRADED
CONCESSION AREA W/O TICKET BOOTH \$9,900
COMMODITY: MISC PROFESSIONAL SERVICES
SUBCOMMOD: CONSULTING

REQUISITION TOTAL: 21800.00

21800.00 \$ 1.0000 21800.00

ACCOUNT INFORMATION

LINE #	ACCOUNT	IMPROVE OTHER THAN BLDGS	PROJECT	BUTLER PARK POOL	%	AMOUNT
1	14630365726300		PLIBP		100.00	21800.00

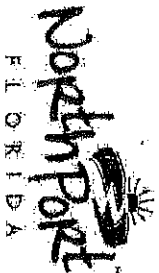
REQUISITION IS IN THE CURRENT FISCAL YEAR.

Change order #1 to add line 2

40000 -
21800 -
61800

CO #1

Add LSP# 2 to PO 43914
1410-3084-572-4300 P11 BPP



City of North Port
DEPARTMENT OF GENERAL SERVICES
Divisions of Human Resources, Information & Technology,
Parks & Recreation and Social Services

Sherry L. Borgsdorf, Director

Office: 941.429.7002

Direct: 941.429.7129

Fax: 941.429.7135

Email: sborgsdorf@cityofnorthport.com



MEMORANDUM

CITY MANAGER'S OFFICE

MAR 14 2012

CITY OF NORTH PORT

TO: Jonathan R. Lewis, City Manager

THRU: Daniel P. Schult, Assistant City Manager *DS*

FROM: Sherry L. Borgsdorf, Director of General Services *SB*

SUBJECT: Change Order/Kimley-Horn
Buller Park Aquatic Facility Design

DATE: March 13, 2012

Please find attached a request to amend Contract 2011-08 between Kimley-Horn and Associates Inc. (K-H) and the City of North Port in the amount of \$21,800 utilizing a portion of the authorized contingency funds. This amount includes costs incurred by K-H to attend additional meetings with City officials, specialized engineering services to include geo-thermal heating as an alternate to the pool RFB, and upgraded concession area design.

This change order reflects direction provided by City Commission subsequent to the original contract approval in June 2011 and was developed pursuant to a series of discussions spanning several months between K-H, the project team and other City officials as outlined below:

- In June 2011, Commission approved Contract 2011-08 with K-H to provide architectural/engineering services for the permitting, design and construction management services for a 50-meter pool at Buller Park.
- In late August 2011, K-H was asked by the City to brief each Commissioner on the project and several pool design alternatives were discussed (including stainless steel and geo-thermal heating system). These meetings required additional travel costs to be incurred by K-H.
- At the September 12, 2011 City Commission meeting, the 50-meter pool design was presented by K-H. Discussion ensued with direction from Commission to amend the project to include a 25m x 25ft pool with additional aquatic amenities in lieu of the original 50m pool design.

- K-H offered to make this change at no cost to the City but asked that they be compensated for the additional travel expenses they had already incurred. The City Manager agreed with this recommendation and those travel costs of \$7,050 are reflected in the change order. (The concept revision is listed with no cost but valued at \$4,500.)
- After a site-visit to the Sarasota YMCA in October 2011, the City Manager requested staff fully evaluate the planned concession area for the aquatic facility to ensure the design would meet future needs. Additional research and follow up discussions between the project team, the consultant and architect resulted in a proposed modified concession design for \$9,900 that will provide enhanced food service opportunities. (The consultant's estimate for a complete redesign of the concession/ticket area was \$28,490.)
- On November 23, 2011 we received Amendment #1 from K-H for additional services totaling \$41,300 for the items discussed above. Upon review by the project team, several conference calls ensued with K-H in an effort to reach mutual agreement on what the additional services should encompass and appropriate costs for those services.
- On January 10, 2012 we received Amendment #1-Revision #2 from K-H in the amount of \$29,050. This request was again reviewed by the project team followed by further discussions/negotiations with K-H.
- On February 22, 2012 the attached Amendment #1-Revision #3 in the amount of \$21,800 was received from K-H, reviewed by the project team and was submitted for your approval on February 29.

As noted above, these additional services were being discussed at length over the last six to seven months; throughout this timeframe, K-H continued its work in an effort to keep the project on schedule. While the final outcome proves mutually beneficial to all parties, staff does recognize that all change orders are to be presented and approved by the City Manager prior to the work taking place. Director Scott Williams and I will be responsible for processing any future requests on this project accordingly.

Should you have any questions or need further information, please let us know.

cc: Scott Williams, Neighborhood Development Services Director
Pete Lear, Finance Director
Lou Spurduto, Property Maintenance Manager
Patrick Callhoun, Parks & Recreation Manager
Marquett Clemmons, Sr. Management Analyst



CITY OF NORTH PORT CHANGE ORDER/CONTRACT AMENDMENT FORM

Number: 1 Date of Issuance: 02/28/2012

City's Contract No.: 2011-08 Project Manager: Lou Spadaro

Project Name: Butler Park Aquatic Facility

Originating Department: General Services

Contractor: Kimley-Horn and Associates Inc

Description:

Following additional services as requested in Kimley-Horn and Associates Inc. letter dated February 22, 2012:

- Additional Meetings and Tips (\$7,050)
- Additional Concept Revision (no charge)
- Additional Pool Heating/Geo-Thermal Design (\$4,850)
- Upgraded Concession Area w/o Ticker Booth (\$9,900)

Purpose of Change Order:

Increase contract amount by \$21,800 (utilizing portion of approved contingency funds).

Attachments (list documents supporting change):

Kimley-Horn and Associates, Inc. request for additional services letter dated February 22, 2012.

CHANGE IN CONTRACT PRICE			CHANGE IN CONTRACT TIME	
Original Contract Amount:	\$400,000		Original Contract Time (days or dates):	
Previous change orders:	# 0 to # 0		Approved Additions/Deductions of time:	
Approved Change Orders Amount:	\$0		Current Contract Time:	
Current Contract Price:	\$400,000		Increase/(Decrease) in contract time:	
Increase/(Decrease):	\$21,809		Total Approved Contract Time:	
Total Contract Amount:	\$421,800		Original Completion Date: (estimated)	01/13/13
			Revised Completion Date:	

CONTINGENCY FUNDS		
Use of Contingency Funds?	Yes ☒ No ☐	
Original Contingency Amount:	\$30,000	
Approved Use of Contingency Amount:	\$0	
Increase/(Decrease):	\$21,800	
Contingency Balance:	\$8,200	

RECOMMENDED:

By: See attached
Contractor

Date: _____

RECOMMENDED:

By: [Signature]
City Project Manager

Date: 2-29-12

APPROVED:

By: [Signature]
Department Director

Date: 2/29/12

APPROVED:

By: [Signature]
Purchasing Manager

Date: 3/15/12

APPROVED:

By: [Signature]
Finance Director

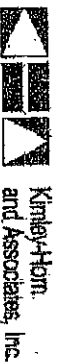
Date: 3/29/12

APPROVED (if applicable):

By: [Signature]
City Manager

Date: 3/29/12

Ms. Margaret Clemmons, February 22, 2012



February 22, 2012

ME
Suite 275
2201 West Royal Lane
Irving, Texas
75063

Ms. Margaret Clemmons
Sr. Management Analyst/Project Accountant
City of North Port
4970 City Hall Blvd.
North Port, FL 34286
TEL 941-429-7113

Dear Ms. Clemmons:

RE Butler Park Pool - Additional Services (Amendment #1 - Revision #3)

Dear Ms. Clemmons:

Per our prior conversations, additional services and meetings beyond the contract scope were required and others discussed during the Master Planning and Programming Phase. These additional services are as follows:

1) Additional Meetings and Trips

The Master Planning/Programming Phase calls for two meetings by Kinley-Horn (KHA), one meeting by Counsilman-Hunsaker (CHA), and one meeting by Wannemacher-Jensen (WJA).

Actual meetings required were three meetings by Kinley-Horn, three meetings by Counsilman-Hunsaker, and one meeting by Wannemacher-Jensen. Additional services for this item are as follows:

KHA 1 Person Trip @ \$1,000 per Day x 1.5 =	\$1,500
CHA 2 Trips for One Person @ \$1,000 per Day x 1.5 =	\$3,000
Travel Expenses 3 x \$850 per Trip =	\$2,550
Airfare \$450 x 1 =	\$450
Hotel \$125/Day x 1 =	\$125
Meals \$50/Day x 1.5 =	\$75
Car \$100 Day x 1.5 =	\$150
Airport Parking/Mileage	\$50

TOTAL \$7,050

Note: This item was discussed by telephone and the City is in agreement with it.

2) Additional Concept Revision

The Master Planning/Programming Phase calls for three concepts and associated operating expenses and revenue projections.

After completion of the three concepts - a fourth concept changing the 50 M Pool to a 25YD x 25 M Pool with a Larger Leisure Pool was requested. Additional services for this item are as follows:

KHA Three Days x \$1000 per Day =	\$3,000
CHA One and One Half Day x \$1000 per Day =	\$1,500
TOTAL	\$4,500

Note: This item will be done for the City at no additional cost as agreed by Coursilman-Hansaker and Kimley-Horn.

3) Additional Pool Heating/Geo-Thermal Design

During the Master Planning/Programming Phase it was requested that we include a Geo-Thermal/Gas Combination Heating System as an Alternate Bid Item.

This pool heating system was not discussed or envisioned as a part of the project during contract negotiations and such a system is not a standard design item for seasonal outdoor pools of this type. The initial proposal of \$5,335 has been reduced as follows:

TOTAL (WJA Fee Proposal of \$4,850) = \$4,830

Note: This item was originally priced by WJA at this price and was reduced at my request prior to submitting to the City in order to get all additional service items within the \$30,000 allowance. Since, the other items were not approved - WJA has requested their original pricing. We believe this is fair and justifiable. As agreed upon with the City, Kimley-Horn will not add any markup for this additional work.

4) Upgraded Concession Area w/o Ticket Booth

During the programming phase it was agreed that the concession area would be a "small concession area with service window towards pool for pre-prepared food items and beverages." At the Design Development review meeting it was requested that we provide an additional service fee proposal and opinion of probable cost to develop and an alternate bid item to expand the capabilities of the concession area requiring design revisions and more extensive kitchen design.

Ms. Marquette Cernaron, February 22, 2012

The initial proposal of \$28,490 has been reduced by not adding a separate 10'x15' ticket building as follows:

TOTAL (WJA Fee Proposal of \$9,900) = \$9,900

Note: This item was originally priced by WJA at this price and was reduced at my request prior to submitting to the City in order to get all additional service items within the \$30,000 allowance. Since, the other items were not approved - WJA has requested their original pricing. We believe this is fair and justifiable. As agreed upon with the City, Kinley-Horn will not add any markup for this additional work.

These items can be addressed within the design contingency allowance of \$30,000. Therefore, we request that the City approve the above expenditures from the design contingency for this project in the amount of \$21,300.

We have attached WJA's letter proposal for outlining their additional work items and costs. If you have questions or would like to discuss this proposal in further detail - please contact me.

If you wish to proceed, please sign one copy of this letter documenting this contract change and return it for our files.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



Eric Z. Smith
Assistant Secretary

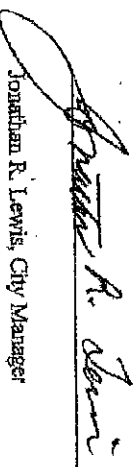
Mark C. Batchel, CPO, ASLA
Vice President

By signing below, the Client acknowledges agrees to the additional services lump sum amount of \$21,300 as Amendment #1 and that the original terms and conditions of the original Professional Services Contract executed by the Consultant June 17, 2011 and signed by the City are incorporated by reference.

AGREED to on the 29 day of March, 2012.

CITY OF NORTH PORT, FLORIDA

By:



Jonathan R. Lewis, City Manager

Wannemacher Jensen Architects, Inc.

Mark Hatchel
Vice President
Kimley-Horn
2201 West Royal Lane, Suite 275
Irving, TX 75063-3206

January 19, 2012

Ref: Butler Park Aquatic Facility
Additional Services Fee Proposal for miscellaneous changes & upgrades

Mark,

The following letter outlines our Team's additional service request.

Upgraded concession

In accordance with the City's request at our meeting on November 17, 2011, we are providing an additional service fee for the design and document work associated with the Design, Research, Coordination, Specification and Construction Document work necessary for a "full blown" Concession Area and Ticket Booth.

Additional Service Task	Fee
Programming, Design, Product Research and Plan Options	\$1,500.00
Architectural Construction Documents incl. Technical Specs	\$3,500.00
Electrical, Mechanical, Plumbing Engineering	\$2,500.00
Food Service Design Assistance	\$1,750.00
Coordination, Management & Reimbursables	\$650.00
Lump Sum Total	\$9,900.00

Gas boiler heating and geothermal

In accordance with the City's request, we are providing an additional service fee for the plumbing design work associated with the pool heating system. The design will be based on a gas boiler heating system and includes the gas piping and vent piping layouts. A performance specification for a geothermal heating system will also be provided on the drawings indicating the requirements for the requested add alternate package.

Additional Service Task	Fee
Design	\$1,350.00
Construction Drawings & Technical Specifications	\$2,550.00
Coordination, Management & Reimbursables	\$950.00
Lump Sum Total	\$4,850.00

180 Mirror Lake Drive North
St. Petersburg, Florida 33701-3214
727 822 5566 Fax 727 822 5475
AA0002277

Mark Hatchel
January 19, 2012
Page 2

Finally - please note that these services may appear proportionally more costly because Design and Construction Drawings are so far along and because this work that was not incorporated into the original scope. Thank-you for your consideration.

Please let me know if you have questions.

Sincerely,
Wannemacher Jensen Architects, Inc.

A handwritten signature in black ink, appearing to read 'LWannemacher', with a stylized flourish at the end.

Lisa Wannemacher, AIA, President

Agreement

City of North Port Agreement #2011-08

**AGREEMENT #2011-08
PROFESSIONAL ARCHITECTURAL/ENGINEERING SERVICES
FOR THE PERMITTING, DESIGN AND CONSTRUCTION MANAGEMENT SERVICES
FOR THE BUTLER PARK 50-METER AQUATIC FACILITY**

THIS AGREEMENT ("Agreement") is made and entered into this 13th day of June, 2011, by and between CITY OF NORTH PORT, a political subdivision of the State of Florida, hereinafter referred to as the "CITY" and Kimley-Horn and Associates, Inc., Suite 200, 3660 Maguire Blvd., Orlando, FL 32803, a corporation registered to conduct business in the State of Florida, hereinafter referred to as "CONSULTANT."

WITNESSETH:

WHEREAS, the CITY has determined that it is necessary, expedient, and in the best interest of the CITY to retain a professional consultant for Architectural/Engineering Services for the Permitting, Design and Construction Management Services for the Butler Park 50-Meter Aquatic Facility.

WHEREAS, the CITY issued a Request for Proposal, #2011-08, on March 4; 2011, and

WHEREAS, the CITY evaluated and ranked the proposals in accordance with Florida Statute §287.055; and

WHEREAS, the CITY desires to employ the CONSULTANT for Architectural/Engineering Services for the Permitting, Design and Construction Management Services for the Butler Park 50-Meter Aquatic Facility, upon the terms and conditions herein, and the CONSULTANT is desirous of obtaining such employment, has reviewed the professional services required pursuant to this Agreement and is qualified, willing and able to provide and perform all such services in accordance with its terms.

NOW, THEREFORE, the CITY and the CONSULTANT, in consideration of the mutual covenants contained herein, do agree as follows:

1. CONSULTANT'S SERVICES

- A. The CONSULTANT agrees to diligently and timely perform professional services for the CITY relating to the Operations, with a recommended selection based on sound consulting practices. The overall Scope of Services is described in Attachment A.
- B. This Agreement shall commence immediately upon the execution of the Agreement by both the CITY and the CONSULTANT and upon the CONSULTANT's receipt of the written Notice to Proceed from the CITY's Purchasing Office and shall continue through the completion of the project (estimated completion date is January 2013).

2. COMPENSATION AND PAYMENT FOR CONSULTANT'S SERVICES

A. COMPENSATION

- 1. The maximum compensation for this Agreement shall not exceed Four Hundred Thousand Dollars (\$400,000.00). Said total amount is to include all profit, direct and indirect labor costs, personnel related costs, overhead and administrative costs, travel related out-of-pocket expenses and costs, and all other costs which are necessary to provide the services as outlined in this Agreement. The Scope of Services and Fee Schedule (Attachments A and B, respectively) are attached hereto and incorporated within.

2. The CITY's performance and obligation to pay under this Agreement is contingent upon an appropriation by the City Commission.

B. METHOD OF PAYMENT

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

3. LIABILITY OF CONSULTANT

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

In the event of a claim, the CITY shall promptly notify the CONSULTANT in writing by prepaid certified mail (return receipt requested) or by delivery through any nationally recognized courier service (such as Federal Express or UPS) which provides evidence of delivery, at the following address:

Mark C. Hatchel, Vice President
Kimley-Horn and Associates, Inc.
Suite 275, 2201 West Royal Lane
Irving, Texas 75063
TEL (214) 420-5625
EMAIL mark.hatchel@kimley-horn.com

Such notification may also be provided by fax transmission to the following fax number:

FAX (214) 420-5680

The CITY shall provide all available information and assistance that the CONSULTANT may reasonably require regarding any claim.

This agreement for indemnification shall survive termination or completion of the Agreement.

In the event that there is a conflict between this agreement and any other applicable indemnification agreement between the CITY and the CONSULTANT, the agreement which provides the most protection for the CITY shall take precedence.

Nothing in the award, resulting agreement, or contract shall be deemed to affect the rights, privileges and immunities of the CITY as set forth in Florida Statute § 768.28.

4. CONSULTANT'S INSURANCE

A. INSURANCE

Before performing any contract work, CONSULTANT shall procure and maintain, during the life of the Agreement, unless otherwise specified, the insurance listed below. 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 in the State of Florida and meet a minimum financial AM Best and Company rating of no less than "Excellent:" VII. No changes are to be made to these specifications without prior written specific approval by the CITY's Purchasing Office.

1. **Workers Compensation:** Coverage to apply for all employees for the statutory limits in compliance with the applicable state and federal laws. The policy must include Employers' Liability with a limit of \$500,000 each accident; \$500,000 each employee; and \$500,000 policy limit for disease.
2. **Professional Liability Insurance:** with minimum \$1,000,000 per occurrence for this project 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.
3. **Comprehensive Commercial General Liability Insurance:** Occurrence from required. Aggregate must apply separately to this contract/job. Minimum \$500,000 each occurrence; \$1,000,000 general aggregate; \$1,000,000 products and completed ops; and \$100,000 fire damage.
4. **Automobile Insurance:** To include all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$1,000,000 per each accident and for property damage and bodily injury, with contractual liability coverage for all work performed under this agreement.

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

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

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

B. WAIVER OF SUBROGATION

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

C. POLICY FORM

1. All policies, required by this Agreement, with the exception of Professional Liability and Workers Compensation, or unless specific approval is given by Risk Management through the CITY's Purchasing Office, are to be written on an occurrence basis, shall name the City of North Port, its Commissioners, officers, agents, employees and volunteers as additional insured as their interest may appear under this Agreement. Insurer(s), with the exception of Professional Liability and Workers Compensation, shall agree to waive all rights of subrogation against the City of North Port, its Commissioners, officers, agents, employees or volunteers.
2. Insurance requirements itemized in this Agreement, and required of the CONSULTANT, shall be provided by or in behalf of all subconsultants to cover their operations performed under this Agreement. The CONSULTANT shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to 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. The CONSULTANT is to notify the City Purchasing Office by written notice via certified mail, return receipt requested.
4. The CITY shall retain the right to review, at any time, coverage, form, and amount of insurance.
5. The procuring of required policies of insurance shall not be construed to limit CONSULTANT's liability nor to fulfill the indemnification provisions and requirements of this Agreement.
6. The CONSULTANT shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the CITY is an insured under the policy.
7. Claims Made Policies will be accepted for professional and hazardous materials and such other risks as are authorized by the CITY's Purchasing Office. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two (2) years. If provided as an option, the CONSULTANT agrees to purchase the extended reporting period on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.
8. Certificates of Insurance evidencing Claims Made or Occurrences form coverage and conditions to this Agreement, as well as the agreement number and description of work, are to be furnished to

the CITY's Purchasing Office (4970 City Hall Boulevard, Suite 128, 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 the CONSULTANT will be allowed to commence or continue work.

9. Notices of Accidents (Occurrences) and Notices of Claims associated with work being performed under this Agreement shall be provided to the CONSULTANT's insurance company and the CITY's Purchasing Office as soon as practicable after notice to the insured.

5. RESPONSIBILITY OF THE CONSULTANT

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

- B. If the CONSULTANT is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

- C. The CONSULTANT warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the CONSULTANT), to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the CONSULTANT; any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award of this Agreement.

- D. CONSULTANT shall perform its services in accordance with generally accepted industry standards and practices customarily utilized by competent consultant firms in effect at the time CONSULTANT's services are rendered. CONSULTANT does not expressly or impliedly warrant or guarantee its services. The CONSULTANT covenants and agrees that it and its employees shall be bound by the Standards of Conduct of Florida Statutes, Section 112.313, as it relates to work performed under this Agreement. The CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which might enter with reference to the work performed.

- E. The CONSULTANT shall comply with all federal, state, local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

- F. The CONSULTANT shall comply with all Federal and State laws, regulations, and guidelines that apply to the ARRA EECBG, including but not limited to the following. Proper stewardship surrounding the administration, reporting, accounting and transparency of ARRA funds is essential in the administration of the ARRA EECBG:

- The American Recovery and Reinvestment Act of 2009
- Department of Energy State EECBG Program
- Davis-Bacon Act (40 U.S.C. 3141, et. seq.)
- Buy American Act (41 U.S.C. Sec. 10a)
- National Environmental Policy Act (42 U.S.C. 4321, et. seq.)
- National Historic Preservation Act of 1966 (16 U.S.C. 470f)
- Office of Management and Budget reporting requirements

- Council of Economic Advisers' Estimates of Job Creation from the American Recovery & Reinvestment Act of 2009, May 2009

G. The CONSULTANT shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Agreement which shall be available and accessible at the CONSULTANT's offices for the purpose of inspection, audit, and copying during normal business hours by the CITY, or any of its authorized representatives. Such records shall be retained for a minimum of three (3) years after completion of the services.

6. OWNERSHIP AND USE OF DOCUMENTS

It is understood and agreed that the documents, or reproducible copies, including reports, designs, specifications, other documents and data developed by the CONSULTANT in connection with its services shall be delivered to, and shall become the property of the CITY as they are received by the CITY and when CONSULTANT has been fully compensated as set forth herein. CONSULTANT may keep copies of all work products for its records. The CONSULTANT hereby assigns all its copyright and other proprietary interests in the products of this Agreement to the CITY. Specific written authority is required from the CITY's Administrative Agent for the CONSULTANT to use any of the work products of this Agreement on any non-CITY project.

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

7. TIMELY PERFORMANCE OF CONSULTANT'S PERSONNEL

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

A. The services to be rendered by the CONSULTANT shall commence within one (1) week of the CONSULTANT's receipt of written Notice to Proceed from the CITY.

B. The CONSULTANT specifically agrees that all work performed under the terms and conditions of this Agreement shall be completed within the time limits as set forth, subject only to delays caused through no fault of the CONSULTANT or the CITY. Time is of the essence in the performance of this Agreement.

C. The CONSULTANT agrees to provide to the CITY Administrative Agent, monthly written progress reports concerning the status of the Project. The CITY's Administrative Agent may determine the format for this progress report. The CITY shall be entitled at all times to be advised at its request, and in writing, as to the status of work to be performed by the CONSULTANT.

D. In the event unreasonable delays occur on the part of the CITY or regulatory agencies as to the approval of any plans, permits, reports or other documents submitted by the CONSULTANT which delay the Project Schedule completion date, the CITY shall not unreasonably withhold the granting of an extension of the Project Schedule time limitation equal to the aforementioned delay.

8. OBLIGATIONS OF CITY

A. The CITY's Administrative Agent is designated to serve as project coordinator and to do all things necessary to properly administer the terms and conditions of this Agreement. If necessary, a specific program manager will be authorized to perform the responsibilities of the CITY's Administrative Agent. The CITY shall designate any specific program manager in the Notice to Proceed. The responsibility of the CITY's Administrative Agent shall include:

1. Examination of all reports, sketches, drawings, estimates, proposals, and other documents presented by the CONSULTANT, and render in writing, decisions pertaining thereto within a reasonable time.
2. Transmission of instructions, receipt of information, interpretation and definition of CITY policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Agreement.
3. Review for approval or rejection all of the CONSULTANT's documents and payment requests.
- B. The CITY shall, upon request, furnish the CONSULTANT with all existing data, plans, studies and other information in the CITY's possession which may be useful in connection with the work of this Project, all of which shall be and remain the property of the CITY and shall be returned to the CITY's Administrative Agent upon completion of the services to be performed by the CONSULTANT.
- C. The CITY's Administrative Agent shall conduct periodic reviews of the work of the CONSULTANT necessary, for the completion of the CONSULTANT's services during the period of this Agreement and may make other CITY personnel available, where required and necessary to assist the CONSULTANT. The availability and necessity of said personnel to assist the CONSULTANT shall be determined solely within the discretion of the CITY. The CITY's technical obligations to this Project, if any, are stated in Specific Authorizations and Work Authorizations.
- D. The CITY shall not provide any services to the CONSULTANT in connection with any claim brought on behalf of or against the CONSULTANT.

E. If CONSULTANT's scope of work includes services during construction, CITY will require the contractor to name CONSULTANT, its directors, officers and employees as additional insureds on the contractor's general liability insurance and/or Owner's and Contractor's Protective Policy (OCP), and any builder's risk, or other property insurance purchased by CITY or the contractor to protect work in progress or any materials, supplies, or equipment purchased for installation therein.

9. TERMINATION

A. The CITY shall have the right at any time upon thirty (30) calendar days written notice to the CONSULTANT to terminate the services of the CONSULTANT and, in that event, the CONSULTANT shall cease work and shall deliver to the CITY all documents (including reports, designs, specifications, and all other data) prepared or obtained by the CONSULTANT in connection with its services. The CITY shall, upon receipt of the aforesaid documents, pay to the CONSULTANT and the CONSULTANT shall accept as full payment for its services, a sum of money equal to (1) the fee for each completed and accepted task as shown in Attachment A – Scope of Services and Attachment B – Consultant's Fee Schedule, plus (2) the percentage of the work completed in any commenced but uncompleted task, less (3) all previous payments in accordance with Article II.

- B. In the event that the CONSULTANT has abandoned performance under this Agreement, then the CITY may terminate this Agreement upon three (3) calendar days' written notice to the CONSULTANT indicating its intention to do so. The written notice shall state the evidence indicating the CONSULTANT's abandonment.
- C. The CONSULTANT shall have the right to terminate services only in the event of the CITY failing to pay the CONSULTANT's properly documented and submitted invoice within ninety (90) calendar days of the approval by the CITY's Administrative Agent, or if the project is suspended by the CITY for a period greater than ninety (90) calendar days.

D. The CITY reserves the right to terminate and cancel this Agreement in the event the CONSULTANT shall be placed in either voluntary or involuntary bankruptcy or an assignment is made for the benefit of creditors.

E. After written notice to the CONSULTANT and a reasonable opportunity to cure, and after consultation with the CONSULTANT, the CITY shall have the right to refuse to make payment, in whole or in part, and, if necessary, may demand the return of a portion or the entire amount previously paid to the CONSULTANT due to:

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

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

10. MISCELLANEOUS

A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement. For any material change in the Scope of Services or

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

B. Any reference to a specific chapter of the Florida Statutes in this Agreement shall mean that the Florida Statutes shall by reference be made a part of this Agreement as though set forth in full.

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

D. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law. The rights and obligations of the parties under this Agreement shall be governed by the laws of the State of Florida and the venue for any legal or judicial proceedings in connection with the enforcement or interpretation of this Agreement shall be in Sarasota County, Florida. If any term, condition or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding on each party.

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

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

G. Any notices, invoices, reports, or any other type of documentation required by this Agreement shall be sufficient if sent by the parties in the United States mail, postage paid, to the addresses listed below:

CONSULTANT'S REPRESENTATIVE:

Mark C. Hatchel
Vice President
Kimley-Horn and Associates, Inc.
Suite 275, 2201 West Royal Lane
Irving, TX 75063
TEL (214) 420-5625
FAX (214) 420-5680
EMAIL mark.hatchel@kimley-horn.com

CITY'S ADMINISTRATIVE AGENT:

Marquett Clemmons
Sr. Management Analyst/Project Accountant
City of North Port
4970 City Hall Blvd
North Port, FL 34286
TEL (941) 429-7113
FAX (941) 429-7135
EMAIL mclemmons@cityofnorthport.com

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

11. CIVIL RIGHTS

The following requirements apply to this Agreement:

A. Nondiscrimination - In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332:

"The CONSULTANT or SUBGRANTEE shall not discriminate on the basis of race, age, creed, disability, marital status, color, national origin, or sex in the performance of this contract. The CONSULTANT or SUBGRANTEE shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the CONSULTANT or SUBGRANTEE to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy, as the CITY deems appropriate."

Each subcontract the CONSULTANT or SUBGRANTEE signs in regards to this federal aid PROJECT must include the assurance in this paragraph (see 49 CFR 26.13(b)). The CONSULTANT or SUBGRANTEE agrees to comply with all applicable federal implementing regulations and other implementing requirements the Federal government may issue.

B. Equal Employment Opportunity – The following equal employment opportunity requirements apply to this Agreement:

1. Race, Color, Creed, National Origin, Sex – In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the CONSULTANT or SUBGRANTEE agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the PROJECT. The CONSULTANT or SUBGRANTEE agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following:

Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the CONSULTANT or SUBGRANTEE agrees to comply with any implementing requirements the Federal government may issue.

2. Age – In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 621 through 634 and Federal transit law at 49 U.S.C. § 5332, the CONSULTANT or SUBGRANTEE agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the CONSULTANT or SUBGRANTEE agrees to comply with any implementing requirements the Federal government may issue.

3. Disabilities – In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the CONSULTANT or SUBGRANTEE agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the CONSULTANT or SUBGRANTEE agrees to comply with any implementing requirements the Federal government may issue.

4. Access to Services for Persons with Limited English Proficiency – To the extent applicable and except to the extent that FTA determines otherwise in writing, the CONSULTANT or SUBGRANTEE

agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d-1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 66 Fed. Reg. 6733 et seq., January 22, 2001. The CITY's LEP Plan is available at CITY offices or may be viewed online at www.cityofnorthport.com

5. Drug or Alcohol Abuse – Confidentiality and Other Civil Rights Protections – To the extent applicable, the CONSULTANT or SUBGRANTEE agrees to comply with the confidentiality and other civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1101 et seq., with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. §§ 4541 et seq., and with the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 201 et seq., and any amendments to these laws.
6. Other Nondiscrimination Laws – The CONSULTANT or SUBGRANTEE agrees to comply with all applicable provisions of other federal laws, regulations, and directives pertaining to and prohibiting discrimination, except to the extent the Federal Government determines otherwise in writing. The CONSULTANT or SUBGRANTEE also agrees to include these requirements in each subcontract financed in whole or in part with federal assistance, modified only if necessary to identify the affected parties.

12. TITLE VI NONDISCRIMINATION POLICY STATEMENT

During the performance of this Agreement, the CONSULTANT, for itself, its assignees and successors in interest (hereinafter referred to as the "CONTRACTOR") agrees as follows:

- A. Compliance with Regulations: The CONTRACTOR shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") TITLE 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- B. Nondiscrimination: The CONTRACTOR, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- C. Solicitations for Subcontractors, including Procurements of Materials and Equipment: In all solicitations made by the CONTRACTOR, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the CONTRACTOR of the CONTRACTOR's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- D. Information and Reports: The CONTRACTOR shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, the Federal Motor Carrier Safety Administration and/or the U.S. Department of Energy to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CONTRACTOR is in the exclusive possession of

another who fails or refuses to furnish this information the CONTRACTOR shall so certify to the Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, the Federal Motor Carrier Safety Administration and/or the Department of Energy as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of the CONTRACTOR's noncompliance with the nondiscrimination provisions of this Agreement, the CITY shall impose such contract sanctions as the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, the Federal Motor Carrier Safety Administration and/or the Department of Energy may determine to be appropriate, including, but not limited to:

- withholding of payments to the CONTRACTOR under the Agreement until the CONTRACTOR complies, and/or
- cancellation, termination or suspension of the Agreement, in whole or in part.

F. Incorporation of Provisions: The CONTRACTOR shall include the provisions of paragraphs (A) through (F) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The CONTRACTOR shall take such action with respect to any subcontract or procurement as the Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, the Federal Motor Carrier Safety Administration and/or the Department of Energy may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CONTRACTOR may request the Florida Department of Transportation to enter into such litigation to protect the interests of the Florida Department of Transportation, and, in addition, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

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

ATTEST:

CITY OF NORTH PORT, FLORIDA

By: *Helen Ramirez*
Helen Ramirez, City Clerk MMC
By: *Jonathan R. Lewis*
Jonathan R. Lewis, ICMA-CM, City Manager

APPROVED AS TO FORM AND CORRECTNESS:

By: *Saul Blackwell*
Robert K. Robinson, City Attorney

WITNESS:

By: *Mark C. Hatchel*
Mark C. Hatchel, ASLA
Vice President/Senior Project Manager
Kimley-Horn and Associates, Inc.
2201 West Royal Lane, Suite 275
Irving, Texas 75063

CONSULTANT

By: *Jay R. Jackson*
Jay R. Jackson, P.E.
Senior Vice President/Principal
Kimley-Horn and Associates, Inc.
3660 Maguire Blvd., Suite 200
Orlando, FL 32803

DESIGN AND CONSTRUCTION MANAGEMENT SERVICES FOR THE BUTLER PARK 50 METER AQUATIC FACILITY

ATTACHMENT A – SCOPE OF SERVICES

The Scope of Services as outlined on the following pages is based upon our meetings and conversations with the City of North Port, Florida.

Project Understanding

Kimley-Horn and Associates, Inc. ("CONSULTANT" or "Kimley-Horn") understands that the City of North Port, Florida ("CITY") intends to master plan, prepare construction documents, and advertise for bids the **Architectural/Engineering Services for the Permitting, Design and Construction Management Services for the Butler Park 50 meter Aquatic Facility** ("Project"). The area available for the aquatic facility is the site prepared at Butler Park during the construction of the adjacent community center and parking area. The amenities for this aquatic facility shall be finalized during a final programming session with CITY representatives.

Basic design features are currently anticipated to include a new 50-Meter Pool and some Water Play/Spray Features; Bathroom/Filtration Building; Shade Structures; Lighting; On-Site Utilities; Walkways; Pool Piping and Filters; and other typical items in swimming pool complexes of this type.

We understand that the project is currently budgeted at approximately \$4.3 million total (inclusive of surveying, geo-technical investigations, design services, site specific operations planning, owner's contingencies, and reimbursable expenses.)

CITY's Responsibilities

The CONSULTANT understands that the CITY will provide the following information, on which we may rely, for our use in completing this Scope of Services:

- 1) Any existing Final Plat of the site.
- 2) Any additional City of North Port design requirements or standards applicable to the project.
- 3) Any available plans of the existing community center, utilities, parking, and streets within or adjacent to the site.

Professional Services

The CONSULTANT will provide the following Basic and Special Services as set forth below:

Basic and Special Services

Task I Coordination and Design Management

The CONSULTANT will serve as the lead design consultant and project team manager. Items of work included in this task are:

- A) Coordination of survey and geo-technical work.

- B) Assisting the CITY in evaluating three potential design options (low, medium, and high cost), defining project scope, design budgets, and assignment of design team responsibilities.
- C) Perform initial due diligence to determine utility services and CITY requirements.
- D) Manage the project and direct the consulting team of Counsilman-Hunsaker (Pools) and Wannemacher-Jensen (Architectural, Structural, MEP/HVAC) during the design phase.
- E) Communicate regularly with the CITY as needed.
- F) Communicate regularly with the Sarasota County Health Department as needed.

Task II Topographic Survey and Geo-technical Investigation

Task A Existing Conditions and Topographic Survey

The CONSULTANT will utilize Strayer Surveying to provide a topographic survey of the site in AutoCAD 2004. The topographic survey will be a detailed ground survey based upon a 50' grid, showing existing above and below ground conditions, easements, setbacks, utilities, contours at one-foot (1') intervals, spot elevations, physical features, single trees greater than six inches (6") in diameter in the vicinity of planned improvements. The limits of the existing adjacent parking improvements will be shown. Also, all other adjacent park improvements will be shown (parking and striping, planters, play areas, fencing, ball fields, etc.) Datum will be based upon N.G.V.D 1929 datum and two to four temporary bench marks will be provided on-site. The CONSULTANT will use the AutoCAD files of the topographic and survey for base maps and to prepare an existing conditions and demolition plan for the proposed pool, building structures, and related site development.

Task B Geo-technical Report / Soils Investigation

The CONSULTANT will utilize Ardaman and Associates to provide a geo-technical engineering services report for the park site. This work will consist of doing six to seven borings 10 to 25 feet below the ground surface in the vicinity of proposed pool and building structures. The reports will provide recommendations for any required soil modification, dewatering, building foundation, pool structures, concrete paving, and footing designs. The CONSULTANT will utilize the existing conditions topographic and boundary survey to locate the proposed type and position of borings and provide an electronic file for use by geo-technical engineer.

Task III Master Planning / Programming / Facility Specific Business Plan Options

Task A Master Planning / Programming

The CONSULTANT will prepare final design program and three site specific master site plan options (low, medium, and high cost) for the aquatic facility. To accomplish this, the CONSULTANT will conduct one meeting with CITY representatives to finalize the design program and priorities for the pool, site, and bathhouse. From this meeting, a final design program will be developed and three design concepts for the pool (low, medium, and high cost) will be developed for the aquatic facility. The CONSULTANT will then work with the CITY's staff to develop a colored master plan display and final budget estimate of each. These master plans will then be presented at one City Commission Meeting (if required) to receive final comments and for approval to begin the construction documents.

Task B Facility Specific Business Plan Options

The CONSULTANT will utilize Counsilman-Hunsaker to prepare an updated comprehensive operational site specific business plan for each of the three design options of the proposed aquatic facility. This business plan will provide the CITY with facility specific revenue and expenses information regarding management and staffing. The Facility Specific Business Plan will incorporate a detailed opinion of projected operations expenses (staffing, utilities, and commodities costs) and expected revenue for each of the three design options.

The above will be provided in the form of an 8 1/2" x 11" printed report with supporting tables, graphs, and exhibits.

Meetings/Site Visits: Two (2) Kimley-Horn, One (1) Counsilman-Hunsaker, One (1) Wannemacher-Jensen

Task IV Design Development (50% Construction Documents)

The Design Development phase will consist of the following tasks:

- A) Preparation of design development plans and specifications for the pools, buildings, and site development.
- B) Provide an opinion of probable cost and coordinate based upon the design development plans.
- C) Provide information on finishes equipment, lighting, outlets, pool water supply and waste, structural design, and site utilities.
- D) Meet with CITY representatives and the health department to present the 100% design development design and to obtain design development comments.
- E) Finalize the 100% design development package to reflect changes and comments determined by consensus at a meeting with CITY representatives.

Meetings/Site Visits: One (1) Kimley-Horn, One (1) Counsilman-Hunsaker, One (1) Wannemacher-Jensen

Task V Construction Documents

The Construction Document phase will consist of the following tasks:

- A) Preparation of final construction plans and specifications for the pools, buildings, and site development.
- B) Provide an opinion of probable cost based upon the 100% construction documents. Because the CONSULTANT does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry.
- C) Provide final specifications and details on finishes equipment, lighting, outlets, pool water supply and waste, structural design, and site utilities.
- D) Meet with CITY representatives and the health department to present the 100% construction documents.

- E) Finalize the 100% construction documents to reflect changes and comments determined by consensus at a meeting with CITY representatives.

Items to be included in the construction documents set are:

- 1) Site development plans (removal items, layout, grading, onsite storm sewer and drainage areas, onsite water and gravity sanitary sewer, lighting, power distribution, erosion control, planting and irrigation, and details.)
- 2) Building plans (floor plans, elevations, section, details, HVAC, plumbing, electrical, food service equipment, finishes, and structural).
- 3) Pool Plans (layout, details, pressure piping, return piping, filters, pumps, controls, and details.)
- 4) Project manual consisting of technical specifications and the CITY's front-end master contract documents.

Meetings/Site Visits: One (1) Kimley-Horn, One (1) Counsilman-Hunsaker, One (1) Wannemacher-Jensen

Task VI Bidding Phase Services

The CONSULTANT will provide Bidding Phase Services as follows:

- A) Assistance with the preparation of the advertisement for bids and bid documents.
- B) Assistance with pre-qualification of pool contractors and general contractors.
- C) Attend a pre-bid meeting approximately one week prior to the bid opening date to review the project with prospective bidders.
- D) Answer questions from Bidders and prepare addenda as necessary.
- E) Attend the bid opening with the CITY.
- F) Provide bid tabulations and Letter of Recommendation. (A summary of the bid analysis will be provided to the CITY use in selection and award of the construction contract.)

Meetings/Site Visits: Two (2) Kimley-Horn

Task VII Construction Phase Services

The CONSULTANT will provide Construction Phase Services for the project as requested by the CITY, as outlined below. Please note these services do not provide a full-time resident project representative:

- A) Provide site observation visits as directed by the CITY in order to observe the progress of the work. site observation visits and observation of all major systems installations shall be provided for the purpose of ascertaining for the CITY that the work is in substantial or general conformance with the contract documents and design intent.

1. Should non-conforming or defective work be observed, the CONSULTANT will endeavor to immediately inform the CITY's representative and Contractor conforming or remedial action is required.

2. The CONSULTANT shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall CONSULTANT have any authority or responsibility to stop or direct the work of any contractor. The CONSULTANT's visits will be for the purpose of endeavoring to provide the CITY a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the CONSULTANT. CONSULTANT neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

4. The CONSULTANT is not responsible for any duties assigned to the CONSULTANT in the construction contract that are not expressly provided for in this Agreement. The CITY agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the CITY and the CONSULTANT for all claims and liability arising out of job site accidents; and that the CITY and the CONSULTANT shall be made additional insureds under the contractor's general liability insurance policy.

- B) Conduct monthly in person coordination meetings with contractors, inspection personnel, and CITY representatives and weekly telephone conferences as needed to discuss strategy, problem areas, progress, and any required or requested coordination. Prepare a summary of these meetings and distribute them to both the CITY and the contractor (maximum of twelve meetings total to be conducted in conjunction with a site observation visit.) It is estimated that construction will take approximately nine months.
 - C) Review shop drawings and other submittal information for the purpose of ascertaining conformance with the design intent and construction documents.
 - D) Provide written responses to requests for information or clarifications.
 - E) Prepare and process change orders, if required.
 - F) Review and approve monthly pay requests by the contractor.
 - G) Assist the CITY in conducting substantial completion and final completion observations and provide a written punch list for completion by the contractor.
 - H) Review and approval of Contractor furnished As Built / Record Drawing Plans.
 - I) When complete, recommend final acceptance of work.
- Meetings: Twelve (12) Kimley-Horn, Four (4) Counsilman-Hunsaker, Three (3) Wannemacher-Jensen

Exclusions

Any items requested by the CITY that are not outlined in the above scope will be considered excluded from this contract and may be provided only if requested and authorized in writing by the CITY.

The CONSULTANT can provide the following services, but they are not included in the limited scope of this proposal:

Franchise Utility Coordination
Traffic Impact Studies or Signal Design

Preparation of Traffic control plans
Revisions due to changes in regulations
Revisions to CD's after design approval other than clarifications
Archaeological Survey
Submittal, Permitting Fees, or Impact Fees
Construction Staking
Off-Site Utility Design
Off-Site Roadway Design
Off-Site Easement Descriptions
Contractor Type Detailed Estimates (As Prepared by Estimating Service)
Record Drawing Survey
Preparation of Preliminary or Final Plat
Topographic and/or Boundary Surveys
Environmental Impact Statement
Water quality and/or detention/retention ponds
Additional work due to an increase in project size (in excess of \$4.3 million)
Additional work authorized by the CITY as a part of the CITY's design contingency

Additional Services

No additional services shall be provided without prior written authorization from the CITY. Should additional services be required, the CONSULTANT will work with the CITY to develop a lump sum fee.

Fee Schedule

The CONSULTANT will perform the Basic and Special Services as described in the Scope of Services inclusive of expenses for a total lump sum fee of \$400,000. All permitting, application, and similar project fees will be paid directly by the CITY or the contractor (See Attachment "B")

Fees and expenses will be invoiced monthly in the CONSULTANT's format via e-mail, based as applicable, upon the percentage of services performed or actual services performed and an estimated portion of the expenses incurred as of the invoice date.

Project Schedule

The CONSULTANT will work with the CITY to develop a mutually acceptable project schedule (See Attachment "C")

Insurance

Insurance shall be as per City of North Port requirements.

DESIGN AND CONSTRUCTION MANAGEMENT SERVICES FOR THE BUTLER PARK 50 METER AQUATIC FACILITY

ATTACHMENT B – FEE SCHEDULE

Basic and Special Services (Lump Sum)

Task I	Coordination and Design Management	\$28,000
Task II	Topographic Survey/Geo-technical Investigation	\$6,000
Task III	Master Planning/Programming/ Facility Specific Business Plan	\$32,000
Task IV	Design Development	\$120,000
Task V	Construction Documents	\$120,000
Task VI	Bidding Phase Services	\$14,000
Task VII	Construction Phase Services	\$50,000

Sub-Total **\$370,000**

Expenses (Lump Sum)

Kimley-Horn	\$16,000
Counsilman-Hunsaker	\$6,000
Wannemacher-Jensen	\$4,000
Miscellaneous Expense Allocation	\$4,000
(Includes – printing and distribution of review plans and specifications; fax, telephone, miscellaneous, plots, etc.)	

Sub-Total **\$30,000**

Total Compensation (Lump Sum Fee and Expenses) \$400,000

Note: The above basic fees include basic and special services for above average complexity professional services including topographic survey, geo-technical report, and services from a specialty aquatic design sub-consultant for pool mechanical design and a facility specific business planning. Any authorized additional services will be funded from the CITY's design contingency fee of \$30,000.

DESIGN AND CONSTRUCTION MANAGEMENT SERVICES FOR THE BUTLER PARK 50 METER AQUATIC FACILITY

ATTACHMENT C – PROJECT SCHEDULE

April 2011	Consultant Selected and Notified
June 2011	Contract Agreed Upon and Signed
July 2011	Topographic Survey and Geo-technical Report Complete
August 2011	Master Planning and Programming Complete
September 2011	Facility Specific Business Plan Complete Approval by City Commission
November 2011	Design Development Documents Complete
February 2012	100% Construction Documents Complete
March 2012	Advertise for Bids
April 2012	Receive Bids
May 2012	Award Bid / Begin Construction
January 2013	Punch List and Construction Complete

Note: This schedule is tentative and is based upon actions by others (CITY) of which the CONSULTANT has no control. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the CONSULTANT does not control.