

**SECOND AMENDMENT TO AGREEMENT NO. 2017-40 FOR PROFESSIONAL DESIGN  
& ENGINEERING SERVICES FOR WARM MINERAL SPRINGS PARK MASTER PLAN**

This *Second Amendment to Agreement No. 2017-40* for Professional Design & Engineering Services for the Warm Mineral Springs Park Master Plan (“Second Amendment”) is made and entered into by and between the City of North Port, Florida, a municipal corporation of the State of Florida and whose address is 4970 City Hall Boulevard, North Port, Florida 34286 (“City”) and Kimley-Horn and Associates, Inc., a Foreign Profit Corporation registered to do business in the State of Florida, whose address is 421 Fayetteville Street, Suite 600, Raleigh, North Carolina 27601 (“Consultant”).

**WHEREAS**, on or around April 5, 2018, the parties entered into Agreement No. 2017-40 for Professional Design & Engineering Services for the Warm Mineral Springs Park Master Plan (the “Original Agreement”); and

**WHEREAS**, the Original Agreement includes Attachment A, which identifies the overall Scope of Services, divided into Phase 1 (Tasks 1 through 9) and Phase 2 (Future Tasks 10 through 12); and

**WHEREAS**, on October 10, 2017, the City issued Addendum No. 1 adding Phase 3, Tasks 13 through 30 for the Request for Proposal No. 2017-40 (the “RFP”), related to the Original Agreement, stating that RFP No. 2017-40 was issued combining the master plan and design services with the intent to award to one consultant in phases; and

**WHEREAS**, on or around February 26, 2020, the Original Agreement was amended to include additional new tasks to develop construction and permitting documents for implementation of the completed Phase 1 of the Original Agreement; and

**WHEREAS**, on July 24, 2019, the city delivered final payment to Consultant for its completion of Phase 1 (Tasks 1 – 9), as included in the Scope of Services for the Original Agreement; and

**WHEREAS**, on June 6, 2022, the Consultant completed Phase 2 (Tasks 10 through 12); and

**WHEREAS**, on September 10, 2024, City Commission approved revisions to the park master plan and design; and

**WHEREAS**, this Second Amendment to the Original Agreement replaces the scope of services for Phase 3 Tasks; approves the Second Amendment Phase 3 Tasks 13 through 21; revises the fee schedule; and the project schedule to implement the revised park master plan.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, the sufficiency and receipt of which are acknowledged, the parties agree that the Original Agreement is amended as follows, with all other terms in the Original Agreement remaining unchanged and in full force and effect:

**1. EFFECT OF AMENDMENT/EFFECTIVE DATE**

- A. The parties ratify the terms and conditions of the Original Agreement not inconsistent with this Second Amendment, all of which are incorporated by reference as if set forth fully herein. This

Second Amendment modifies the sections of the Original Agreement as identified herein. Where a section of the Original Agreement is not identified, the terms as they appear in the Original Agreement remain and apply.

- B. All references to this "Agreement" in the Original Agreement and this Second Amendment mean and include both the Original Agreement and Second Amendment.
- C. This Second Amendment is effective as of the date the last party approves or executes it, as applicable (the "Effective Date"), and shall continue as otherwise provided in the Original Agreement.

## **2. ORIGINAL AGREEMENT SECTION 1 – CONSULTANT’S SERVICES**

Section 1 of the Original Agreement is amended in its entirety as follows:

### **1. CONSULTANT’S SERVICES**

- A. Consultant agrees to diligently and timely perform services for the City relating to Professional Engineering Services as identified in the Request for Proposal No. 2017-40, Consultant’s proposal submitted October 23, 2017, and this Agreement, as amended.
- B. Following the Effective Date of this Amended Agreement, the Consultant will commence work on the project as provided in the written Notice to Proceed for Phase 3.

## **3. ORIGINAL AGREEMENT SECTION 2.A. – COMPENSATION AND PAYMENT FOR CONSULTANT’S SERVICES**

Section 2. A. of the Original Agreement is amended in its entirety as follows:

### **2. COMPENSATION AND PAYMENT FOR CONSULTANT’S SERVICES**

#### **A. COMPENSATION**

- 1. The parties agree that the City has compensated Consultant for all services performed to date under the Original Agreement. The City shall pay Consultant additional compensation for its services as provided in the Amended Attachment B. This compensation shall include all profit, direct and indirect labor costs, personnel related costs, overhead and administrative costs, travel related out-of-pocket expenses and costs, and all other costs which are necessary to provide the services as outlined in this Amended Agreement.
- 2. The Consultant certifies, represents, and warrants that wage rates and other factual unit costs supporting the compensation relative to this Agreement are accurate, complete, and current at the time of entering this Agreement. The original compensation and any additions thereto will be adjusted to exclude any significant sums by which the City determines the compensation was increased due to inaccurate, incomplete, or non-

current wage rates and other factual unit costs. Consultant's execution of this Agreement is its truth-in-negotiation certification to and acknowledgement of the above, as required by Florida Statutes Section 287.055(5)(a), as may be amended from time to time, as applicable.

3. The City's performance and obligation to pay under this Agreement are contingent upon an appropriation of funds by the City Commission.
4. Only the City Commission can approve increases in compensation under this Agreement. The City Manager or designee may agree to amendments that do not increase compensation to the Consultant. No amendment, change, or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

**5. ORIGINAL AGREEMENT ATTACHMENT A– SCOPE OF SERVICES - PHASE 3**

Attachment A, of the Original Agreement, as attached, is amended in its entirety.

**6. ORIGINAL AGREEMENT ATTACHMENT B- FEE SCHEDULE**

Attachment B, of the Original Agreement, as attached, is amended in its entirety.

**7. ORIGINAL AGREEMENT ATTACHMENT C- SCHEDULE**

Attachment C of the Original Agreement, as attached, is amended in its entirety.

**IN WITNESS WHEREOF**, the parties have executed this Second Amendment as follows.

*(This space intentionally left blank; signature pages follow)*

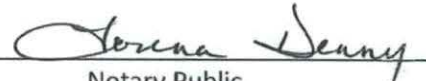
CONSULTANT  
KIMLEY-HORN AND ASSOCIATES, INC.

By:   
JAMES R. PANKONIN  
VICE-PRESIDENT

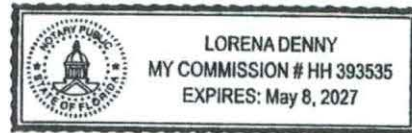
**SWORN ACKNOWLEDGEMENT**

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 3<sup>RD</sup> day of FEBRUARY 2025 by JAMES R. PANKONIN (name), as VICE PRESIDENT (title) for KIMLEY-HORN AND ASSOCIATES, INC. (entity).

  
Notary Public

Personally Known OR  Produced Identification  
Type of Identification Produced \_\_\_\_\_



Approved by the City of North Port, Florida on February 25, 2025

CITY OF NORTH PORT, FLORIDA



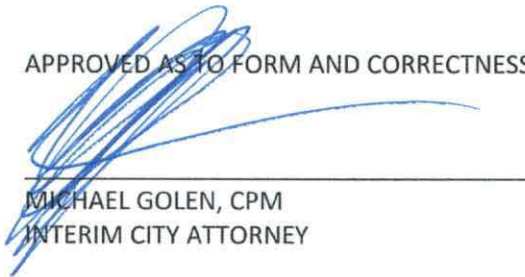
A. JEROME FLETCHER II, ICMA-CM, MPA  
CITY MANAGER

ATTEST



HEATHER FAUST, MMC  
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS



MICHAEL GOLEN, CPM  
INTERIM CITY ATTORNEY

**ATTACHMENT A TO CONTRACT NO. 2017-40**

**PHASE 3 SCOPE OF SERVICES**

**PHASE 3** includes the following Tasks:

**SECTION A – PROJECT MANAGEMENT, MEETINGS AND COORDINATION**

- TASK 13 – PROJECT MANAGEMENT
- TASK 14 – MEETINGS AND COORDINATION

**SECTION B – ONSITE IMPROVEMENTS**

- TASK 15 – SITE DEVELOPMENT PLANS
- TASK 16 – CITY REVISION TO FINAL APPROVED PLANS REVIEW APPLICATION
- TASK 17 – SWFWMD INDIVIDUAL ENVIRONMENTAL RESOURCE PERMIT MODIFICATION AND  
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) EXTENSION PERMITS
- TASK 18 – ENHANCED LANDSCAPE AND HARDSCAPE DESIGN

**SECTION C – OFFSITE UTILITY IMPROVEMENTS**

- TASK 19 – PRELIMINARY DESIGN

**SECTION D – BIDDING AND CONSTRUCTION MANAGER COORDINATION**

- TASK 20 – BIDDING AND CONSTRUCTION MANAGER COORDINATION

**SECTION E – ARCHITECTURAL IMPROVEMENTS**

- TASK 21 – ARCHITECTURAL SERVICES
  - 21.1 – SCHEMATIC DESIGN PHASE
  - 21.2 – DESIGN DEVELOPMENT PHASE
  - 21.3 – CONSTRUCTION DOCUMENTS PHASE
  - 21.4 – BIDDING AND PERMITTING PHASE
  - 21.5 – CONSTRUCTION ADMINISTRATION PHASE

**OTHER**

- Items and Services Not Included
- Additional Services

<b>SECTION A – PROJECT MANAGEMENT, MEETINGS AND COORDINATION</b>
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**TASK 13 – PROJECT MANAGEMENT**

A. Consultant will provide a project manager and staff to administer the professional services described in this scope and coordinate work with the Parks and Recreation Department and/or the City's Project Manager. As part of this task, Consultant will:

1. Create, monitor and update project schedule.
2. Provide monthly invoices and progress reports.
3. Facilitate and attend meetings with City staff associated with the project including progress reviews, presentation of information, receiving direction and recommending direction. Monthly meetings are anticipated throughout the twelve-month design, permitting and bidding process.
4. One (1) presentation to the City Commission is anticipated at the Completion of design and Guaranteed Maximum Price (GMP). It is assumed that the City will provide a time certain agenda item for Commission presentation.

B. Deliverables:

1. Project schedule in PDF format, developed in Microsoft Project.
2. Progress reports in Microsoft Word / PDF format.
3. Meeting minutes in Microsoft Word / PDF format.

**TASK 14 – MEETINGS AND COORDINATION**

A. Consultant will facilitate and attend additional meetings beyond those specified above. Additional meetings are anticipated to include up to six (6) additional meetings with City staff as required, and six (6) conference calls/online meetings for City coordination.

B. Consultant will facilitate a meeting with City of North Port Utility staff to confirm scope of utility improvements to service the new building and site design.

B. Deliverables:

Meeting minutes/summary of coordination meetings in PDF format.

## SECTION B – ONSITE IMPROVEMENTS

### TASK 15 – SITE DEVELOPMENT PLANS

- A. Consultant will prepare one (1) set of revised Site Development Plans, based on the City-approved Phase 1 Master Plan elements and the city direction to remodel the proposed buildings per the Sweet Sparkman concepts presented to the City Commission on September 10, 2024. Site Development Plans will be in accordance with the Southwest Florida Water Management District (SWFWMD) and City of North Port Unified Land Development Code (ULDC) requirements. The plans will address:
1. Horizontal control plan and details;
  2. Best management practices plan and details;
  3. On-site paving, grading and drainage plan and details;
  4. On-site potable water and fire service plan and details;
  5. On-site wastewater collection plan and details;
  6. Conduit plans for wire utilities;
  7. Code minimum landscape plan and details; and
  8. Code minimum lighting plans.
- B. Consultant will prepare a stormwater management system design report and supporting calculations for use with re-submittals to SWFWMD and City of North Port.
- C. Consultant will review and comment on the CMAR's cost estimates and participate in the evaluation of value engineering options as needed.
- D. The Consultant's Mechanical, Electrical and Plumbing (MEP) engineer and fire suppression engineer will provide the required building water service, wastewater service, and fire service line sizes, flows and locations for the project.
- E. Documents prepared under this task will be of sufficient detail for bidding, permit applications, and implementation purposes. Details will describe materials, finishes, systems, equipment, workmanship, quality and performance criteria. These documents will be submitted to the City and for review and at approximately the 60%, 90%, and 100% / Final stages. Comments received at each stage will be incorporated into the subsequent submittal.

### TASK 16 – CITY REVISION TO FINAL APPROVED PLANS REVIEW APPLICATION

- A. Schedule and attend a pre-submittal meeting with Site Development Review (SDR) staff to discuss the proposed project and ensure the Revision to Final Plans application follows the requirements set forth in Ch. 33, Article II of the ULDC, as amended.
- B. Prepare and submit one (1) City of North Port Subdivision revision application along with construction plans and required supporting documentation.
- C. Prepare and submit one (1) City of North Port Urban Design Review application along with required supporting documentation.



- D. Prepare up to two (2) written responses to comments relating to the information prepared and submitted by Consultant for the application and submit to the City of North Port with required supporting documentation.
- E. Attend up to two (2) meetings with the City of North Port staff, to resolve comments generated during the City MAS application review processes.

**TASK 17 – SWFWMD INDIVIDUAL ENVIRONMENTAL RESOURCE PERMIT MODIFICATION AND FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) EXTENSION PERMITS**

- A. Consultant will schedule and attend a pre-application meeting with the SWFWMD to discuss the project and anticipated permitting requirements.
- B. Consultant will prepare and re-submit a SWFWMD Individual Environmental Resource Permit Modification application package consisting of required applications, construction plans, and supporting documentation.
- C. Consultant will respond to up to two (2) sets of review comments, relative to submittal components prepared by Consultant, from the SWFWMD.
- D. Consultant will prepare FDEP extension permits for water and sewer system extensions. The permit submittals will use plans previously prepared for the Warm Mineral Springs renovation project. The permit submittals will be processed through Sarasota County Pollution Control and Sarasota County Department of Health.
- E. Consultant will respond to up to two (2) sets of review comments, relative to submittal components prepared by Consultant, from the FDEP.

**TASK 18 – ENHANCED LANDSCAPE AND HARDSCAPE DESIGN**

- A. Consultant will prepare landscape architectural construction documents based on the approved Master Plan, and reduced budget capacity. Landscape architectural construction documents are anticipated to consist of the following:
  - 1. Hardscape plans based on the revised site plan. Consultant will prepare hardscape plans and related construction documents for the project, and in line with the reduced budget, to include the dimensions, detailing, specifications, and quantities necessary to construct the proposed improvements, limited to:
    - a) Paving treatments: decorative concrete within the sidewalk, courtyard, outdoor café, parking areas, as necessary.
    - b) Site furnishings: specification and layout locations.
    - c) Decorative aluminum fencing around the park and the spring area including gates with manual locks as required.

2. Planting plans for this task will delineate plant material, plant quantities, plant schedules, specifications and project-specific planting details for landscape plantings at renovated building and courtyard areas.
  3. Tree protection, removal, and mitigation plans identifying existing trees to be protected in place, removed, or replaced. Calculation for any trees to be removed or replaced will be provided as required by the City's land development code, as amended.
  4. Landscape irrigation plans for proposed planting areas. Irrigation is anticipated to incorporate existing irrigation mainline and controllers. Additional equipment to provide 100% irrigation coverage will be identified in the plans.
  5. Enlargement plans for key design components.
  6. Detail sheets for key components.
  7. Detail sheets for key components including shade structures and custom furnishings.
- C. Documents prepared under this task will be of sufficient detail for bidding, permit applications, and implementation purposes. Details will describe materials, finishes, systems, equipment, workmanship, quality and performance criteria. These documents will be submitted to the City and for review and at approximately the 30%, 60%, 90%, and 100% / Final stages. Comments received at each stage will be incorporated into the subsequent submittal.

## SECTION C – OFFSITE UTILITY IMPROVEMENTS

### TASK 19 – PRELIMINARY DESIGN

It is anticipated that Consultant will meet with City of North Port Utility staff to review requirements for service based on the revised plan. The intent will be to reduce the scope of water and sewer utility infrastructure required to support the proposed facility. A reduction in infrastructure may require an updated design. If a reduction in utility scope is agreed to then a scope will be developed for that work. A contingency fee has been added for the cost of utility infrastructure revised plans and permitting.

#### A. Task Description

1. Scope of services will be provided as an amendment based upon coordination with the City of North Port Utilities Department upon determination of final utility routing.

<b>SECTION D – BIDDING AND CONSTRUCTION MANAGER COORDINATION</b>
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**TASK 20 – BIDDING AND CONSTRUCTION MANAGER COORDINATION**

- A. This TASK consists of the scope of services necessary to coordinate with the CMAR and prepare the PROJECT for competitive bidding by construction subcontractors, and answer questions / clarifications during that process. It is understood that the selected CMaR will prepare the necessary bid manual and bid forms for use in project bidding by the subcontractors. The CMaR shall provide the City and Kimley-Horn subcontractor pricing and all associated backup information for review.
1. Kimley-Horn will participate in one (1) pre-bid meeting with the selected CMaR and potential bidders to review the project.
  2. Kimley-Horn will reply to requests for information (RFI) from the subconsultants as coordinated through the CMaR.
  3. Kimley-Horn will attend up to six (6) coordination meetings with the CMaR and City.
  4. Kimley-Horn will coordinate with the CMaR on the review of cost estimates prepared for the project and provide feedback and clarifications as appropriate.
  5. Kimley-Horn will coordinate with the CM for the development and review of project Assumptions and Clarifications in development of the Guaranteed maximum Price (GMP).
  6. Kimley-Horn will coordinate with the CMaR for the review of proposed alternates and substitutions provided as part of the bidding process.
  7. Kimley-Horn will attend the GMP negotiation meeting with CMaR and City.

## SECTION E – ARCHITECTURAL IMPROVEMENTS

### TASK 21 – ARCHITECTURAL SERVICES

Consultant will retain the services of Sweet-Sparkman Architects, Inc. (“SSAI”, “Subconsultant”) to provide the scope of services outlined in this task. Consultant will ensure that any contract or agreement it has with Subconsultant is clear and provides the following project understanding and scope of services for this Task.

#### A. Architectural Project Understanding

1. The Warm Mineral Springs Park is owned by the City of North Port (the “Owner”). Consultant holds the Prime Agreement for professional design services with the City of North Port.
2. Consultant and Subconsultant have previously completed a Master Plan dated April 9, 2019, for the Warm Mineral Springs Park.
3. This agreement includes professional design services for the Historic Renovation components which include:
  - a. Building A: Entry / Admission Building (3,400sf)
  - b. Building B: Open structure and Restrooms (6,000sf)
  - c. Building C: Cyclorama (4,500sf)
  - d. Replacement of existing Trellis structure
  - e. Coordinate site improvements around the existing buildings with Landscape Architecture and Civil.
4. The City of North Port has designated the above-referenced buildings as Historic Buildings through the National Register of Historic Places. SSAI understands that the Owner intends for the buildings to maintain their historic designation after the renovations are completed.
5. Building permitting will be submitted to the City of North Port Building Division.
6. SSAI’s understanding of the building renovation scope is as follows. The scope is based on the renovation concept plans reviewed and approved at the 9/10/24 City Commission meeting that are included.
  - a. General Building Scope
    - i. Removal and replacement of all existing roofing, and repair/replacement of existing sheathing and roof structure.
    - ii. Repairs and selective replacement of existing ceramic-faced masonry – both cosmetic and structural.
    - iii. Replacement of existing steel beams and columns where required.
    - iv. Provide new Trellis connector structure using aluminum wide-flange and tube shapes to replicate the historic steel and wood trellis structure.
    - v. All Buildings are intended to be fire sprinkled.

- b. Building A: Historic Entry / Admission Building
  - i. Floor plan as depicted in concept plans.
  - ii. Replace all existing storefront door/window systems with new impact-resistant glazed storefront. Structural modification to existing walls will likely be required to ensure proper storefront attachment.
  - iii. New and modified structural openings in the interior corridor as required for new floor plans.
  - iv. Removal and replacement of all plumbing, electrical, data and fire alarm systems, including under-slab plumbing. The new plumbing design will attempt to reuse the current plumbing repairs that are being undertaken by Owner, to the greatest extent possible.
  - v. New mechanical systems, ducting and distribution, and air conditioning.
  - vi. New finishes and fixtures throughout the building.
  - vii. This building will include wet floodproofing.
- c. Building B: Open structure and Restrooms
  - i. Significant reconfiguration of the floor plan as depicted in the concept plans.
  - ii. Selective demolition plans.
  - iii. Complete new plumbing systems, finishes, and fixtures to create 8 new individual restrooms.
- d. Building C: Cyclorama
  - i. This building will include a scope for Mothballing to preserve the current conditions until additional funding can be provided. This will involve securing the building from unnecessary entry, providing adequate ventilation to the interior, and modifying the existing utilities.
    - 1. We have provided an optional add service for a Museum Collections Consultant (Laura Nemmers) to provide a detailed collections assessment and assistance with preparing the Cyclorama collection to be moved to an appropriate off-site storage location provided by the City.
- e. Site Improvements
  - i. SSAI will coordinate with KH on the design of site and landscape features in areas immediately surrounding the building.

7. Construction Administration (CA) services are based on a 16-month construction duration.

Based on our understanding of the project, SSAI proposes to provide professional design services as described in the following phases. Each phase shall be approved by the Client in writing prior to beginning the next phase of work. SSAI's services include the following engineering consultant services:

- A. Structural Engineering – Snell Engineering
- B. Mechanical, Electrical, Plumbing & Fire Protection Engineering (MEPFP) – Crawford Williams Engineering
- C. Historic Preservation Consultant: Lorrie Muldowney
- D. Museum Collections Consultant: Laura Nemmers

### **21.1 – SCHEMATIC DESIGN PHASE**

- A. SSAI shall review the program and other information furnished by the Owner and shall review codes and regulations applicable to SSAI's services.
- B. Based on the Project's requirements agreed upon with the Owner, SSAI shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.
- C. Based on the Owner's approval of the preliminary design, SSAI shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, section and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary narrative selections of major building systems and construction materials shall be noted on the drawings or described in writing.
- D. SSAI shall submit the Schematic Design Documents to the Owner and request the Owner's approval.
- E. SSAI understands that the Owner will engage the services of a Contractor or Construction Estimator to provide an estimate of the Cost of the Work. [SSAI can prepare this estimate as an Additional Service, if requested.]
- F. The Schematic Design Phase includes up to 4 meetings with the Owner.

### **21.2 – DESIGN DEVELOPMENT PHASE**

- A. Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, SSAI shall prepare Design Development Documents for the Owner's approval.
- B. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.
- C. SSAI shall submit the Design Development Documents to the Owner and request the Owner's approval.
- D. SSAI understands that the Owner will engage the services of a CMaR to provide an updated estimate of the Cost of the Work based on the Design Development Documents.
- E. The Design Development Phase includes up to 4 meetings with the Owner.

### **21.3 – CONSTRUCTION DOCUMENTS PHASE**

- A. Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, SSAI shall prepare Construction Documents for the Owner's approval.
- B. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail

the quality levels of materials and systems and other requirements for the construction of the work, in a manner consistent with locally accepted standards for professional skill and care.

- C. SSAI shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.
- D. Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, SSAI shall prepare Construction Documents for the Owner's approval.
- E. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the work, in a manner consistent with locally accepted standards for professional skill and care.
- F. SSAI shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

#### **21.4 – BIDDING AND PERMITTING PHASE**

- A. Submit to Contractor for submission to applicable agencies for permit processing.
- B. Answer review questions required by permitting agencies and CMaR. Assembly of addenda material and information as may be required to clarify issues.
- C. Assist the Owner and CMaR in bid evaluation, as requested.

#### **21.5 – CONSTRUCTION ADMINISTRATION PHASE**

- A. Construction Administration services assume a total of 16 months of construction, as described in the Project Understanding section. Additional Construction Administration services can be provided as an Additional Service.
- B. Bi-monthly (two per month) site visits during construction to determine, in general, if the work observed is being performed in a manner that, when completed, will be in accordance with the contract documents. Agreement includes a total of (30) site visits during construction. Additional requested site visits will be billed as Additional Services.
- C. Review and respond to CMaR requests for information (RFIs) and Submittals during construction.
- D. Review CMaR Certificates for Payment.
- E. At Project Completion, review Punch List prepared by CMaR and issue Certificate of Substantial Completion when appropriate.
- F. Certify a final Certificate for Payment based upon a final site visit indicating the work complies with the requirements of the contract documents.

<b>OTHER</b>
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**Items and Services Not Included**

Any other services, including but not limited to the following, are not included in this agreement (see also Information Provided by Owner below).

- A. Plan Review or Permit Fees
- B. Hazardous Materials and Toxic Waste Services

**Additional Services**

Any services not specifically provided for in the above scope of services will be considered additional services to be performed at Consultant's hourly rate at the time of performance or for a pre-negotiated lump sum fee. Additional services we can provide include, but are not limited to, the following:

- A. Geotechnical services.
- B. Environmental services.
- C. Surveying services.
- D. Civil Engineering or Landscape Design services beyond those specified.
- E. Significant changes or modifications to the design after Owner approval of design phase.
- F. Interior Design services not otherwise expressly indicated in Scope of Services
- G. Furniture selections and procurement
- H. LEED consulting and certification services
- I. 3D physical presentation model
- J. Project renderings (additional to what may be included in Scope of Services)
- K. Construction Administration services beyond 16 months.

**Information Provided by the City**

Consultant shall rely on the completeness and accuracy of all information provided by the City or the City's consultants or representatives. The City will provide all items and information requested by Consultant during the project, including but not limited to the following:

- A. Copies of all available information pertinent to Consultant's services on the project.
- B. All permit fees and review fees.
- C. All reports related to the site, including but not limited to, Due Diligence, Title Report, Historical Resource Surveys, and Site Inspection/Investigations.
- D. Copies of all known agreements, resolutions and ordinances pertaining to the subject property.
- E. Copy of site plan or other files in ACAD format as available.
- F. The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements.
- G. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project.
- H. SSAI shall be entitled to rely on the accuracy and completeness of the Owner's information.



- I. The Owner shall furnish consulting services not provided by SSAI, but required for the Project, including but not limited to
  - a. Current (within 6 months) survey by a Florida licensed surveyor, in both PDF and DWG format, which shall include property boundaries, topography, utilities and wetlands information
  - b. Geotechnical engineering
  - c. Environmental testing services
- J. The Owner shall employ a CMaR, experienced in the type of Project to be constructed, to perform the construction of the Work and to provide price information.

**ATTACHMENT B TO CONTRACT NO. 2017-40**

**FEE SCHEDULE**

**Fee and Expenses**

Consultant will perform the services described in Task 13-23 in the Scope of Services for the fees listed below. Individual task amounts are for informational purposes only.

The fees below include consideration for all expenses, including but not limited to in-house duplicating, plotting and printing, local mileage, telephone calls, facsimiles, postage, and word processing computer time. All permitting, application, and similar project fees will be paid directly by the City. Consultant will not bill for, and the City will not be responsible for reimbursing, any such expenses.

Unless a task is identified as Not-to-Exceed, Consultant must invoice lump sum fees monthly, per task, based upon the overall percentage of services performed. Reimbursable expenses will be invoiced based upon expenses incurred. Lump sum fees will be billed monthly on a percentage of completion basis. Payment will be due within 45 days of the City's receipt of the invoice.

The Not-to-Exceed amount ("NTE"), as identified in the below table, is the upper limit of the task and the City will be billed up to and not exceeding the listed amount.

<b>TASK</b>	<b>DESCRIPTION</b>	<b>FEE</b>
	<b>SECTION A – PROJECT MANAGEMENT, MEETINGS AND COORDINATION</b>	
13	PROJECT MANAGEMENT	\$28,400
14	MEETINGS AND COORDINATION	\$21,800
	<b>PROJECT MANAGEMENT, MEETINGS AND COORDINATION - SUBTOTAL</b>	<b>\$50,200</b>
	<b>SECTION B – ONSITE IMPROVEMENTS</b>	
15	SITE DEVELOPMENT PLANS	\$80,000
16	CITY REVISION TO FINAL APPROVED PLANS REVIEW APPLICATION	\$24,500
17	SWFWMD INDIVIDUAL ENVIRONMENTAL RESOURCE PERMIT MODIFICATION AND FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) EXTENSION PERMITS	\$13,000
18	ENHANCED LANDSCAPE AND HARDSCAPE DESIGN	\$37,000
	<b>ONSITE IMPROVEMENTS – SUBTOTAL</b>	<b>\$154,500</b>
	<b>SECTION C – OFFSITE UTILITY IMPROVEMENTS</b>	
19	<b>OFFSITE UTILITY IMPROVEMENTS - SUBTOTAL</b>	<b>\$35,000 (CONTINGENCY FEE)</b>
	<b>SECTION D – BIDDING AND CONSTRUCTION MANAGER COORDINATION</b>	

<b>TASK</b>	<b>DESCRIPTION</b>	<b>FEE</b>
20	BIDDING AND CONSTRUCTION MANAGER COORDINATION	\$15,000
	<b>BIDDING AND CONSTRUCTION MANAGER COORDINATION - SUBTOTAL</b>	<b>\$15,000</b>
	<b>SECTION E – ARCHITECTURAL SERVICES</b>	
21.1	SCHEMATIC DESIGN	\$79,073
21.2	DESIGN DEVELOPMENT	\$131,788
21.3	CONSTRUCTION DOCUMENTS	\$158,145
21.4	BIDDING AND PERMITTING	\$15,815
21.5	CONSTRUCTION ADMINISTRATION	\$142,331
<b>21</b>	<b>ARCHITECTURAL SERVICES - SUBTOTAL</b>	<b>\$527,152</b>
	<b>GRAND TOTAL INCLUDING OPTIONAL SERVICES</b>	<b>\$781,852</b>

**ATTACHMENT C TO CONTRACT NO. 2017-40**

**SCHEDULE**

Consultant must provide services as expeditiously as practicable based on a mutually agreed upon schedule. Tasks 13 through 21 are estimated to be completed within 910 days from Notice to Proceed.