

AGREEMENT NO. 2022-28
PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES FOR
PUBLIC SERVICES FACILITY PHASE II

THIS AGREEMENT ("Agreement") is made and entered by and between the CITY OF NORTH PORT, FLORIDA, a municipal corporation of the State of Florida, hereinafter referred to as the "CITY" and SWEET SPARKMAN ARCHITECTS, INC., a corporation registered to conduct business in the State of Florida, with a local business address of 1819 Main Street, Suite 400, Sarasota, FL 34236, hereinafter referred to as "CONSULTANT."

WHEREAS, the CITY issued a Request for Proposal, No. 2022-28, on August 26, 2022, to request proposals from experienced and qualified engineering and architectural firms for professional services for new and existing public works facilities, to include the review of the existing space needs analysis and the development of the design criteria and a design for the Public Services Facility Phase II and existing public works facilities; and

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

WHEREAS, the City desires to partner with CONSULTANT to provide professional architectural and engineering services for Dallas White Park according to and consistent with RFP No. 2022-28, and to optimize the value of the City's asset; and

NOW, THEREFORE, for and in consideration of the mutual covenants specified herein and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

1. CONSULTANT'S SERVICES

- A. CONSULTANT agrees to diligently and timely perform services for the CITY relating to Professional Architectural and Engineering for review of the existing space needs assessment and development of design criteria and design and permitting for the Public Services Facility Phase II for Dallas White Park and evaluate existing public works facilities as identified in the Request for Proposal (RFP) No. 2022-28 and CONSULTANT'S proposal submitted **September 1, 2022**. The overall Scope of Services is described in the attached **Exhibit A** with detailed tasks and associated fees provided in the attached **Exhibit B** and incorporated as if set forth fully herein.
- B. This Agreement shall commence immediately upon the execution of this Agreement by both the CITY and CONSULTANT and upon CONSULTANT'S receipt of a written Notice to Proceed from the CITY'S Purchasing office and shall continue through the completion of the project. The expected completion date is **July 31, 2024** for Phases A and B. Completion date for Phase C services will be determined, and Contractor notified in writing.

2. COMPENSATION AND PAYMENT FOR CONSULTANT'S SERVICES

A. COMPENSATION

1. CONSULTANT shall perform the Scope of Services, as described in Exhibit A, for a not to exceed fee of **TWO HUNDRED ELEVEN THOUSAND TWO HUNDRED SIXTY-FIVE DOLLARS AND ZERO CENTS (\$211,265.00)**. This fee shall include all profit, direct and indirect labor costs, personnel related costs, overhead and administrative costs, travel related out-of-pocket expenses and costs, and all other costs which are necessary to provide Phase A and Phase B services as outlined in this Agreement. Compensation for Phase C to be determined after completion of Phases A and B and will be added via amendment to this agreement.
2. The parties acknowledge and agree that the obligations of CITY to fulfill financial obligations of any kind pursuant to any and all provisions of this Agreement, or any subsequent agreement entered into pursuant to this Agreement or referenced herein to which CITY is a party, are and shall remain subject to the provisions of Florida Statutes, Section 166.241, regardless of whether a particular obligation has been expressly so conditioned. CITY agrees to exercise all lawful and available authority to satisfy any financial obligations of CITY that may arise under this Agreement; however, since funds are appropriated annually by the City Commission on a fiscal year basis the CITY'S legal liability for the payment of any costs shall not arise unless and until appropriations for such costs are approved for the applicable fiscal year by the City Commission (nor shall such liability arise if a request for such appropriations is excluded from the budget approved by the City Commission). Notwithstanding the foregoing, no officer, employee, director, member or other natural person or agent of CITY shall have any personal liability in connection with the breach of the provisions of this Section or in the event of a default by CITY under this Section. This Agreement shall not constitute an indebtedness of CITY nor shall it constitute an obligation for which CITY is obligated to levy or pledge any form of taxation or for which City has levied or pledged any form of taxation.

B. METHOD OF PAYMENT

1. The CITY shall pay CONSULTANT through payment issued by the Finance Department in accordance with the Florida Local Government Prompt Payment Act, Florida Statutes, Section 218.70, *et seq*, upon receipt of CONSULTANT'S invoice and written approval of same by the CITY'S Administrative Agent indicating that services have been rendered in conformity with this Agreement. CONSULTANT shall submit an invoice for payment to the CITY for those specific tasks as described in the Scope of Services that were completed during that invoicing period.
2. For those specific services that were partially completed, progress payments shall be paid in proportion to the percentage of completed work on those specific services approved in writing by the CITY'S Administrative Agent based on the percentage of the amount for those specific services.

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

3. INDEMNIFICATION

- A. TO THE EXTENT PERMITTED BY FLORIDA LAW, THE CONSULTANT MUST INDEMNIFY AND HOLD HARMLESS THE CITY, AND ITS OFFICERS AND EMPLOYEES, FROM LIABILITIES, DAMAGES, LOSSES, AND COSTS, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, TO THE EXTENT CAUSED BY THE NEGLIGENCE, RECKLESSNESS, OR INTENTIONALLY WRONGFUL CONDUCT OF THE CONSULTANT AND OTHER PERSONS EMPLOYED OR UTILIZED BY THE CONSULTANT IN THE PERFORMANCE OF THE AGREEMENT. THE AGREEMENT DOES NOT CONSTITUTE A WAIVER OF SOVEREIGN IMMUNITY OR CONSENT BY THE CITY OR ITS SUBDIVISIONS TO SUIT BY THIRD PARTIES.
- B. THE CITY MUST PROVIDE ALL AVAILABLE INFORMATION AND ASSISTANCE THAT THE CONSULTANT MAY REASONABLY REQUIRE REGARDING ANY CLAIM. IN THE EVENT OF A CLAIM, THE CITY MUST PROMPTLY NOTIFY THE CONSULTANT IN WRITING BY PREPAID CERTIFIED MAIL (RETURN RECEIPT REQUESTED) OR BY DELIVERY THROUGH ANY NATIONALLY RECOGNIZED COURIER SERVICE (SUCH AS FEDERAL EXPRESS OR UPS) WHICH PROVIDES EVIDENCE OF DELIVERY, AT THE ADDRESS PROVIDED FOR RECEIPT OF NOTICES IN THIS AGREEMENT.
- C. THIS AGREEMENT FOR INDEMNIFICATION SHALL SURVIVE TERMINATION OR COMPLETION OF THE AGREEMENT. THE INSURANCE COVERAGE AND LIMITS REQUIRED IN THIS AGREEMENT MAY OR MAY NOT BE ADEQUATE TO PROTECT THE CITY AND SUCH INSURANCE COVERAGE WILL NOT BE DEEMED A LIMITATION ON THE CONSULTANT'S LIABILITY UNDER THE INDEMNITY PROVIDED IN THIS SECTION. IN ANY PROCEEDINGS BETWEEN THE PARTIES ARISING OUT OF OR RELATED TO THIS INDEMNITY PROVISION, THE PREVAILING PARTY SHALL BE REIMBURSED ALL COSTS, EXPENSES AND REASONABLE ATTORNEY FEES THROUGH ALL PROCEEDINGS (AT BOTH TRIAL AND APPELLATE LEVELS).
- D. NOTHING IN THIS AGREEMENT SHALL BE DEEMED TO AFFECT THE RIGHTS, PRIVILEGES AND IMMUNITIES OF THE CITY AS SET FORTH IN FLORIDA STATUTES, SECTION 768.28. THE TERMS OF THIS SECTION SURVIVE THE TERMINATION OF THIS AGREEMENT.
- E. THE TERMS OF THIS SECTION SURVIVE THE TERMINATION OF THIS AGREEMENT.
- F. FURTHER, THE CONSULTANT SHALL FULLY INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF NORTH PORT, FLORIDA, FROM ANY SUITS, ACTIONS, DAMAGES, AND COSTS OF EVERY NAME AND DESCRIPTION, INCLUDING ATTORNEYS' FEES, ARISING FROM OR RELATING TO VIOLATION OR INFRINGEMENT OF A TRADEMARK, COPYRIGHT, PATENT, TRADE SECRET OR INTELLECTUAL PROPERTY RIGHT.

4. CONSULTANT'S INSURANCE

- A. INSURANCE

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

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

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

2. Professional Liability Insurance: Minimum \$2,000,000 per occurrence for this project, and with a \$2,000,000 policy term general aggregate. Coverage shall be extended beyond the policy year term either by a supplemental extended reporting period (ERP) with as great of duration as available, with no less coverage and reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made. The CITY prefers all Professional Liability Insurance be written on an Occurrence Form; however, in the event that the professional liability insurance required by this Agreement is written on a claims-made basis, CONSULTANT warrants that any retroactive date under the policy shall precede the effective date of this Agreement; and that either continuous coverage will be maintained for a period of two (2) years or an extended reporting period (ERP) with tail coverage will be obtained and maintained for a period of two (2) years beginning at the time work under this Agreement is completed.

3. Comprehensive Commercial General Liability Insurance: (Occurrence Form CG 00 01): The CONSULTANT shall procure and maintain and require all sub-contractors to procure and maintain during the life of this Agreement, a comprehensive general liability policy, including but not limited to bodily injury, property damage, contractual liability pursuant to CG 00 01, and Explosion, Collapse and Underground (XCU) coverage. The general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Proof of such insurance shall be filed by the CONSULTANT with the CITY within ten (10) days after the execution of this Agreement. The policy must include comprehensive general liability with a limit of \$1,000,000 for general aggregate; \$1,000,000 for each occurrence; \$1,000,000 for products and completed ops; \$100,000 for damage to rented premises; and \$100,000 for fire damage.

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

4. Business Automobile Liability: The CONSULTANT shall procure and maintain and require all sub-contractors to procure and maintain during the life of this Agreement, business automobile liability insurance including on all owned, hired, and non-owned automobiles. Automobile liability insurance must be written on a standard ISO form (CA 00 01) covering any auto (Code 1), or if CONSULTANT has no owned autos, hired (Code 8), and non-owned (Code 9) autos.

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

B. WAIVER OF SUBROGATION

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

C. POLICY FORM

1. All policies required by this Agreement, with the exception of Workers' Compensation and Professional Liability, or unless Risk Management through the CITY'S Purchasing Office gives specific approval, are to be written on an occurrence basis and the Comprehensive Commercial General Liability Insurance shall name the City of North Port, Florida, and its Commissioners, officers, agents, employees, and volunteers as additional insured as their interest may appear under this Agreement. Claims Made Policies will be accepted for professional liability and hazardous materials and such other risks as are authorized by the CITY'S Purchasing Office. All Claims made policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two (2) years. If provided as an option, CONSULTANT agrees to purchase the extended reporting period on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.
2. Insurance requirements itemized in this Agreement, and required of CONSULTANT, shall be provided by or on behalf of all subconsultants to cover their operations performed under this Agreement. CONSULTANT shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subconsultants.
3. Each insurance policy required by this Agreement shall:
 - a. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
 - b. Be endorsed to state that coverage shall not be suspended, voided, or cancelled by either party except after notice is delivered in accordance with the policy provisions. CONSULTANT is to notify the CITY'S Purchasing Office by written notice via certified mail, return receipt requested.
4. The CITY shall retain the right to review, at any time, coverage, form, and amount of insurance.
5. **The procuring of required policies of insurance shall not be construed to limit CONSULTANT'S liability nor to fulfill the indemnification provisions and requirements of this Agreement. The extent of CONSULTANT'S liability for indemnity of the CITY shall not be limited by insurance coverage or lack thereof, or unreasonably delayed for any reason, including but not limited to, insurance coverage disputes between CONSULTANT and its carrier.**
6. CONSULTANT shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the CITY is an insured under the policy. CONSULTANT'S insurance is considered primary for any loss, regardless of any insurance maintained by the CITY. CONSULTANT is responsible for

all insurance policy premiums, deductibles, SIR (self-insured retentions) or any loss or portion of any loss that is not covered by any available insurance policy.

7. All certificates of insurance must be on file with and approved by the CITY before commencement of any work under this Agreement. All certificates of insurance required herein must be accompanied by a copy of the additionally insured documents/endorsements (CG 20101185 or combination of CG 2010370704 and CG 20370704). Certificates of insurance evidencing claims made or occurrences form coverage and conditions to this Agreement, as well as the Agreement number and description of work, are to be furnished to the CITY'S Purchasing Office (4970 City Hall Boulevard, Suite 337, North Port, FL 34286) prior to commencement of work AND a minimum of thirty (30) calendar days prior to expiration of the insurance contract when applicable. All insurance certificates shall be received by the CITY'S Purchasing Office before CONSULTANT will be allowed to commence or continue work. The Certificate of insurance issued by the underwriting department of the insurance carrier shall certify compliance with the insurance requirements provided herein.
8. Notices of Accidents (Occurrences) and Notices of Claims associated with work being performed under this Agreement shall be provided to CONSULTANT'S insurer(s) and the CITY'S Purchasing Office as soon as practicable after notice to the insured.

5. RESPONSIBILITY OF CONSULTANT

- A. CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all reports, designs, specifications, other documents, and data used or produced by or at the behest of CONSULTANT under this Agreement. CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its reports, designs, specifications, other documents, and data.
- B. If CONSULTANT is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- C. CONSULTANT warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for CONSULTANT), to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award of this Agreement.
- D. CONSULTANT shall perform its services in accordance with generally accepted industry standards and practices customarily utilized by competent consultant firms in effect at the time CONSULTANT'S services are rendered. CONSULTANT covenants and agrees that it and its employees shall be bound by the standards of conduct in Florida Statutes, Section 112.313, as it relates to work performed under this Agreement. CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

- E. CONSULTANT shall comply with all federal, state, and local laws, regulations, and ordinances applicable to the work or payment for work thereof. The City of North Port, Florida, does not discriminate on the basis of race, color, national origin, sex, age, disability, family, or religious status in administration of its programs, activities, or services. CONSULTANT shall not administer this Agreement in an unlawfully discriminatory manner, nor deny participation in or the benefits of same to any individual based on that individual's race, color, national origin, sex, age, disability, family or religious status, marital status, sexual orientation, gender identity or expression, or physical characteristic.
 - F. CONSULTANT shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Agreement which shall be available and accessible at CONSULTANT'S offices for inspection, audit, and copying during normal business hours by the CITY, or any of its authorized representatives. Such records shall be retained for a minimum of three (3) years after completion of the services.
6. **PUBLIC RECORDS LAW:** In accordance with Florida Statutes, Section 119.0701, CONSULTANT shall comply with all public records laws, and shall specifically:
- A. Keep and maintain public records required by the City to perform the service.
 - 1. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies.

(See <http://dos.state.fl.us/library-archives/records-management/general-records-schedules/>).
 - 2. "Public records" means and includes those items specified in Florida Statutes, Section 119.011(12), as amended from time to time, and currently defined as: All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made, or received pursuant to law or ordinance or in connection with the transaction of official business with the CITY. CONSULTANT'S records under this Agreement include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, e-mails and all other documentation generated during this Agreement.
 - B. Upon request from the CITY'S custodian of public records, provide the CITY, at no cost, with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law. All records kept electronically must be provided to the CITY, upon request from the CITY'S custodian of public records, in a format compatible with the information technology systems of the CITY.
 - C. Ensure that project records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and, if CONSULTANT does not transfer the records to the CITY following completion of the Agreement, for the time period specified in General Records Schedule GS1-SL for State and Local Government Agencies.

- D. Upon completion of the Agreement, transfer, at no cost, to the CITY all public records in CONSULTANT'S possession or keep and maintain public records required by the CITY to perform the service. If CONSULTANT transfers all public records to the CITY upon completion of the Agreement, CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONSULTANT keeps and maintains public records upon the completion of the Agreement, CONSULTANT shall meet all applicable requirements for retaining public records.
- E. **IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CUSTODIAN OF PUBLIC RECORDS, 4970 CITY HALL BOULEVARD, NORTH PORT, FLORIDA 34286, 941.429.7063 OR HOTLINE 941.429.7270; E-MAIL: Publicrecordsrequest@cityofnorthport.com**
- F. Failure of CONSULTANT to comply with these requirements shall be a material breach of this Agreement. Further, CONSULTANT may be subject to penalties under Florida Statutes, Section 119.10.

7. OWNERSHIP AND USE OF DOCUMENTS

- A. It is understood and agreed that all the documents, or reproducible copies, developed by CONSULTANT in connection with its services, including but not limited to reports, designs, specifications, and data, shall be delivered to, and shall become the property of the CITY as they are received by the CITY and when CONSULTANT has been fully compensated as set forth herein. CONSULTANT may keep copies of all work products for its records. CONSULTANT hereby assigns all its copyright and other proprietary interests in the products of this Agreement to the CITY. Specific written authority is required from the CITY'S Administrative Agent for CONSULTANT to use any of the work products of this Agreement on any non-CITY project.
- B. Notwithstanding the above, any reuse of the work products by the CITY on other projects will be at the risk of the CITY.

8. TIMELY PERFORMANCE OF CONSULTANT'S PERSONNEL

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

- B. The services to be rendered by CONSULTANT shall commence within one (1) calendar week of CONSULTANT'S receipt of written Notice to Proceed from the CITY.
- C. CONSULTANT specifically agrees that all work performed under the terms and conditions of this Agreement shall be completed within the time limits as set forth, subject only to delays caused through no fault of CONSULTANT or the CITY.
- D. CONSULTANT agrees to provide to the CITY'S Administrative Agent, monthly written progress reports concerning the status of the work. The CITY'S Administrative Agent may determine the format for this progress report. The CITY shall be entitled at all times to be advised at its request, and in writing, as to the status of work to be performed by CONSULTANT.
- E. In the event unreasonable delays occur on the part of the CITY or regulatory agencies as to the approval of any plans, permits, reports or other documents submitted by CONSULTANT which delay the Project Schedule completion date, the CITY shall not unreasonably withhold the granting of an extension of the Project Schedule time limitation equal to the aforementioned delay. The Project Schedule is attached as **Exhibit C** and incorporated as if set forth fully herein.

9. OBLIGATIONS OF THE CITY

- A. The CITY'S Administrative Agent is designated to serve as project coordinator and to do all things necessary to properly administer the terms and conditions of this Agreement. If necessary, the CITY may authorize a specific program manager to perform the responsibilities of the CITY'S Administrative Agent. The CITY shall designate any specific program manager in the Notice to Proceed. The responsibility of the CITY'S Administrative Agent shall include:
 - 1. Examination of all reports, sketches, drawings, estimates, proposals, and other documents presented by CONSULTANT, and render in writing, decisions pertaining thereto within a reasonable time.
 - 2. Transmission of instructions, receipt of information, interpretation and definition of the CITY'S policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Agreement.
 - 3. Review for approval or rejection all CONSULTANT'S documents and payment requests.
- B. The CITY shall, upon request, furnish CONSULTANT with all existing data, plans, studies, and other information in the CITY'S possession which may be useful in connection with the work of this Project, all of which shall be and remain the property of the CITY and shall be returned to the CITY'S Administrative Agent upon completion of the services to be performed by CONSULTANT.
- C. The CITY'S Administrative Agent shall conduct periodic reviews of the work of CONSULTANT necessary for the completion of CONSULTANT'S services during the period of this Agreement, and may make other CITY personnel available, where required and necessary to assist CONSULTANT.

The availability and necessity of said personnel to assist CONSULTANT shall be determined solely within the discretion of the CITY. The CITY'S technical obligations to this Project, if any, are stated in Specific Authorizations and Work Authorizations.

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

10. TERMINATION

- A. TERMINATION WITH OR WITHOUT CAUSE: The performance of work under this Agreement may be terminated with or without cause by the City Manager or designee in whole or in part or whenever the City Manager determines that termination is in the CITY'S best interest. Any such termination shall be effected by the delivery to the CONSULTANT of a written notice of termination at least thirty (30) days before the date of termination, specifying the extent to which performance of the work under the Agreement is terminated and the date upon which such termination becomes effective. Except as otherwise directed, the CONSULTANT shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or sub-contracts for material, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and sub-contracts; and settle all outstanding liabilities and claims. CONSULTANT will be paid only for such work performed and materials supplied up to the termination. Under no circumstances shall the CITY make any payment to CONSULTANT for services that have not been performed or that are performed subsequent to the termination date.

Upon termination CONSULTANT shall deliver to the CITY all documents (including but not limited to reports, designs, specifications, and all other data) prepared or obtained by CONSULTANT in connection with its services. The CITY shall, upon receipt of the aforesaid documents, pay to CONSULTANT and CONSULTANT shall accept as full payment for its services, a sum of money equal to (1) the fee for each completed and accepted task as shown in Exhibit A – Scope of Services and Exhibit B – Consultant's Fee Schedule, plus (2) the percentage of the work completed in any commenced but uncompleted task, less (3) all previous payments made to CONSULTANT in accordance with Section 2 of this Agreement and any amounts withheld by the CITY to settle claims against or to pay indebtedness of CONSULTANT in accordance with the provisions of this Agreement.

- B. NON-APPROPRIATION: The parties acknowledge and agree that the obligations of the CITY to fulfill financial obligations of any kind pursuant to any and all provisions of this Agreement, or any subsequent contract entered into pursuant to this Agreement or referenced herein to which CITY is a party, are and shall remain subject to the provisions of Florida Statutes, Section 166.241, regardless of whether a particular obligation has been expressly so conditioned. CITY agrees to exercise all lawful and available authority to satisfy any financial obligations of CITY that may arise under this Agreement; however, since funds are appropriated annually by the City Commission on a fiscal year basis, CITY'S legal liability for the payment of any costs shall not arise unless and until appropriations for such costs are approved for the applicable fiscal year by the City Commission (nor shall such liability arise if, a request for such appropriations is excluded from the

budget approved by the City Commission). Notwithstanding the foregoing, no Commissioner, officer, employee, director, member or other natural person or agent of CITY shall have any personal liability in connection with the breach of the provisions of this Section or in the event of a default by CITY under this Section. This Agreement shall not constitute an indebtedness of CITY nor shall it constitute an obligation for which CITY is obligated to levy or pledge any form of taxation or for which CITY has levied or pledged any form of taxation. It is expressly understood by the parties that funding for any subsequent fiscal year of the Agreement is contingent upon appropriation of monies by the City Commission. In the event that funds are not available or appropriated, the CITY reserves the right to terminate the Agreement. The CITY will be responsible for payment of any outstanding invoices and work completed by the CONSULTANT prior to such termination.

- C. ABANDONMENT: In the event that CONSULTANT has abandoned performance under this Agreement, then the City Manager or designee may terminate this Agreement upon three (3) calendar days' written notice to CONSULTANT indicating its intention to do so. The written notice shall state the evidence indicating CONSULTANT'S abandonment.
- D. CONSULTANT shall have the right to terminate services only in the event of the CITY failing to pay CONSULTANT'S properly documented and submitted invoice within ninety (90) calendar days of the approval by the CITY'S Administrative Agent, or if the project is suspended by the CITY for a period greater than ninety (90) calendar days.
- E. The City Manager or designee reserves the right to terminate and cancel this Agreement in the event CONSULTANT is placed in either voluntary or involuntary bankruptcy, a receiver is appointed for CONSULTANT or an assignment is made for the benefit of creditors.
- F. In the event CONSULTANT breaches this Agreement, the CITY shall provide written notice of the breach and CONSULTANT shall have ten (10) calendar days from the date the notice is received to cure. If CONSULTANT fails to cure to the City's satisfaction within the ten (10) calendar days, the City Manager or designee shall have the right to immediately terminate the Agreement and/or refuse to make any additional payment, in whole or in part, and, if necessary, may demand the return of a portion or the entire amount previously paid to CONSULTANT due to:
 - 1. The quality of a portion or all of CONSULTANT'S work not being in accordance with the requirements of this Agreement;
 - 2. The quantity of CONSULTANT'S work not being as represented in CONSULTANT'S Payment Request, or otherwise;
 - 3. CONSULTANT'S rate of progress being such that, in the CITY'S opinion, substantial or final completion, or both, may be inexcusably delayed;
 - 4. CONSULTANT'S failure to use Agreement funds, previously paid CONSULTANT by the CITY, to pay CONSULTANT'S project related obligations including, but not limited to, subcontractors, laborers and material and equipment suppliers;

5. Claims made, or likely to be made, against the CITY or its property;
 6. Loss caused by CONSULTANT; or
 7. CONSULTANT'S failure or refusal to perform any of the obligations to the CITY, after written notice and a reasonable opportunity to cure as set forth above.
- G. In the event that the CITY makes written demand upon CONSULTANT for amounts previously paid by the CITY as contemplated in the clause, CONSULTANT shall promptly comply with such demand. The CITY'S rights hereunder survive the term of this Agreement and are not waived by final payment and/or acceptance.
- H. REMEDIES: In the event of a default or breach of the contract terms, the City may avail itself of each and every remedy specifically given to it now existing at law or in equity, and each and every such remedy will be in addition to every other remedy so specifically given or otherwise so existing and may be exercised from time to time and as often and in such order as may be deemed expedient by the City. The exercise, or the beginning of the exercise, of one remedy will not be deemed to be a waiver of the right to exercise, at the same time or thereafter, any other remedy. The City's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to it in law or in equity.

11. INDEPENDENT CONTRACTOR

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

12. WAIVER

No delay or failure to enforce any breach of this Contract by either CITY or CONSULTANT shall be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver must not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach must not operate or be construed to operate as a waiver of any subsequent default or breach.

13. NO HIRE

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

14. NOTICES

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

CONSULTANT'S REPRESENTATIVE:

Todd M. Sweet, AIA, LEED AP
Sweet Sparkman Architects, Inc.
1819 Main Street, Suite 400
Sarasota, FL, 34236
TEL: 941.952.0084
EMAIL: tsweet@sweetsparkman.com

THE CITY'S ADMINISTRATIVE AGENT:

Kim Humphrey, Project Manager
City of North Port - Public Works Department
1100 N. Chamberlain Blvd.
North Port, FL 34286
TEL: 941.223.2900
Email: khumphrey@northportfl.gov

WITH COPIES OF NOTICES TO:

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

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

15. ATTORNEYS' FEES

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

16. CONFLICTS

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

17. E-VERIFY

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

18. SCRUTINIZED COMPANIES

- A. As required by Florida Statutes, Section 287.135(5), for contracts of \$1,000,000.00 or less, the CONSULTANT shall certify on a form provide by the CITY, that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statutes, Section 215.4725, and that it is not engaged in a boycott of Israel.
- B. As required by Florida Statutes, Section 287.135(5), for contracts of \$1,000,000.00 or more, the CONSULTANT shall certify on a form provided by the CITY, that all of the following are true:
 - 1. It is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statutes, Section 215.4725, and that it is not engaged in a boycott of Israel; and
 - 2. It is not on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in Iran Petroleum Energy Sector list, created pursuant to Florida Statutes, Section 215.473; and
 - 3. It is not engaged in business operations in Cuba or Syria.
- C. If the CONSULTANT provides a false certification, has been placed on one of the above-noted Lists of Scrutinized Companies, or has engaged in business operations in Cuba or Syria, the CONSULTANT will be in breach of this Agreement and the CITY may terminate the Agreement.
- D. PENALTY:
 - 1. A CONSULTANT that has been found to have provided a false certification may be subject to a civil penalty equal to the greater of \$2 million or twice the amount of the Agreement, plus

all reasonable attorney's fees and costs, including any costs for investigations that led to the finding of the false certification; and

2. Shall be ineligible to bid on any contract with the CITY for three (3) years after the date the CITY determined that the CONSULTANT submitted a false certification.

19. FORCE MAJUERE:

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

1. A strike or work stoppage, unless caused by a negligent act or omission of either Party;
2. An act of God, tornado, hurricane, flood, sinkhole, fire, explosion, landslide, earthquake, epidemic, pandemic, quarantine, pestilence, or extremely abnormal and excessively inclement weather;
3. An act of a public enemy, act of war, terrorism, effect of nuclear radiation, blockage, insurrection, riot, civil disturbance, state of martial law, or national or international calamity;
4. A declared emergency of the federal, state, or local government; or
5. Any other like event that is beyond the reasonable control of the non-performing party;

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

6. The non-performing party provides written notice within five (5) days of the event of *force majeure*, describing the event in sufficient detail, including but not limited to: the nature of the occurrence, a good faith estimate of the duration of the delay, proof of how the event has precluded the non-performing party from performing, and the means and methods for correcting the delay; and continues to furnish timely reports of all actions required for it to commence or resume performance of its obligations under this Agreement;
 7. The excuse of performance is no greater in scope or duration than required by the event of *force majeure*;
 8. No obligations of either party that arose before the *force majeure* are excused as a result of the event of *force majeure*; and
 9. The non-performing party uses all reasonable diligence to remedy its inability to perform.
- B. Economic hardship of a party does not constitute an event of *force majeure*. A party will not be excused from performance due to forces that it could have reasonably prevented, removed, or remediated prior to, during, or immediately after their occurrence.
 - C. The non-performing party's affected obligations under this Agreement will be temporarily suspended during, but not longer than, the continuance of the event of *force majeure* and a reasonable time thereafter as may be required to commence or resume performance of its

obligations. Notwithstanding the above, performance shall not be excused under this Section for a period exceeding two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term.

- D. The term of the Agreement will be extended by a period equal to that during which the non-performing party's performance is suspended under this Section.

20. MISCELLANEOUS


- A. Authority to Execute Agreement. The signature by any person to this Agreement shall be deemed a personal warranty that the person has the full power and authority to bind any corporation, partnership, or any other business or governmental entity for which the person purports to act hereunder.
- B. Binding Effect/Counterparts. By the signatures affixed hereto, the Parties intend to be bound by the terms and conditions hereof. This Agreement is binding upon and shall inure to the benefit of the Parties and their respective heirs, executors, administrators, successors, and assigns. It may be signed in counterparts.
- C. Governing Law and Venue. The laws of the State of Florida govern the rights, obligations, and remedies of the Parties under this Agreement. The exclusive venues for any legal or judicial proceedings in connection with the enforcement or interpretation of this Agreement are the Circuit Court of the Twelfth Judicial Circuit in and for Sarasota County, Florida, and the United States District Court for the Middle District of Florida.
- D. No Agency. Nothing contained herein shall be deemed or construed as creating the relationship of principal and agent, or of partnership or joint venture, between the Parties, it being understood and agreed that no provision contained herein, or any acts of the Parties shall be deemed to create any relationship between them other than that as detailed herein.
- C. Severability. In the event any court shall hold any provision of this Agreement to be illegal, invalid, or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any breach of any provision, term, condition, or covenant shall not be construed as a waiver of a subsequent breach by the other party.
- D. Headings. The descriptive titles appearing in each respective paragraph thereof are for convenience only and are not a part of this Agreement and do not affect its construction.
- E. Complete Agreement. This Agreement incorporates and includes all prior negotiations, correspondence, agreements, or understandings between the parties, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. This Agreement supersedes all other agreements between the parties, whether oral or written, with respect to the subject matter.

- F. Amendment. No amendment, change, or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement. The City Manager or designee may agree to amendments that do not increase compensation to CONSULTANT. Only the City Commission can approve increases in compensation under this Agreement.
- G. Assignment. The CONSULTANT shall not assign this Agreement or any right or responsibility herein unless with the written consent of the City.
- H. Non-Discrimination. The City of North Port, Florida does not discriminate on the basis of race, color, national origin, sex, age, disability, family, or religious status in administration of its programs, activities, or services. The CONSULTANT shall not administer this Agreement in an unlawfully discriminatory manner, nor deny participation in or the benefits of same to any individual based on that individual's race, color, national origin, sex, age, disability, family or religious status, marital status, sexual orientation, gender identity or expression, or physical characteristic.

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

CONSULTANT:

Sweet Sparkman Architects, Inc.



Todd M. Sweet AIA, LEED AP
President

ACKNOWLEDGEMENT

STATE OF FLORIDA

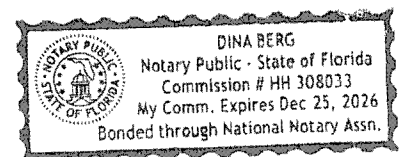
COUNTY OF Sarasota

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 1st day of June 2023, by Todd M. Sweet, as President for Sweet Sparkman Architects, Inc.



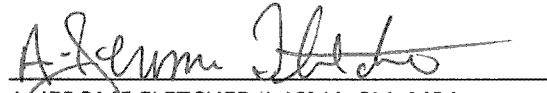
Notary Public – State of Florida

Personally Known X OR Produced Identification _____
Type of Identification Produced _____



Approved by the City Commission of the City of North Port, Florida on February 27, 2023.

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



AMBER L. SLAYTON, B.C.S.
CITY ATTORNEY

EXHIBIT A – SCOPE OF SERVICES

NORTH PORT PUBLIC SERVICES FACILITY – PHASE II

PHASE A – FEASIBILITY STUDY

TASK 1 - PROJECT START-UP

- A. Attend a Kick-Off Meeting with City officials to review the project goals, the scope of tasks to be undertaken, procedural protocols, and the nature and schedule of deliverables. Our intent is to combine this meeting with the site walk included within Task 1.C, and the programming meeting included within Task 2.A, which will be conducted on the same day.
- B. Complete a review of all available existing published documents relating to the Project, including the existing 2008 Space Needs Assessment. Existing data to be reviewed will include plans of the existing building and site, any studies related to operations or its facilities, projected City and departmental growth, Department organizational information, along with vehicle, equipment, and material inventory lists.
- C. Visit the facility to view how they are organized, how the work is accomplished, and how the facilities affect efficiencies. Identify operational issues within the existing facilities and areas where consolidation may be possible to improve operations.
- D. Review potential grants with the City and identify appropriate grants to consider and capture plans. This item includes preliminary discussions with the granting authorities for assistance.

TASK 2 – NEEDS ASSESSMENT/FACILITY PROGRAMMING

- A. Programming Meeting: Meet with Department of Public Works management, division supervisory staff, and workforce staff to review the building and site program requirements for a revised and/or new facility. Interviews will be conducted and will focus on developing a detailed understanding of the day-to-day operations. The data obtained from this analysis will be used to identify the “near-term needs” (5 to 15 years) and the “long-term needs” (more than 15 years). Programming needs will be identified for all anticipated spaces. Some of the topics that may be discussed at these interviews are:
 - 1. Existing building and site deficiencies.
 - 2. Description of the current day-to-day operations.
 - 3. Description of how typical emergency situations impact the Facility.
 - 4. Description of how severe weather events and flooding impact the site.

5. Vehicle, equipment, and material storage requirements.
 6. Public interaction with DPW at the Facility.
 7. Anticipated growth in service.
 8. Anticipated growth in vehicles, equipment, and materials.
- B. Work with the City to identify projected growth over the next 15 & 30 years. We understand the population of the City is anticipated significantly increase over this period of time. This population growth will require an expansion of the City's fleet and staff across multiple Departments in order to properly serve the City's residents. We will work with various City departments through teleconferences or meetings and review of existing reports for anticipated growth that could impact the Department of Public Works. We also understand that the City would like to assess the addition of the Solid Waste and Facility Maintenance operations to the site program. We will work with Fleet Management to review the rolling stock/equipment list and Vehicle Equivalency Units (VEUs) that they have established for the City's fleet, as recommended by the American Public Works Association (APWA), and we will assist in recommending the appropriate number of mechanics and vehicle maintenance bays to support the existing fleet and the anticipated fleet growth. We anticipate that this will be a collaborative effort with Fleet Management, where we will help to review and confirm the anticipated fleet growth, along with the corresponding increase in the number of mechanics and fleet maintenance bays and fueling system needs.
- C. Program Development: Based on the results of the existing documentation review and staff interviews and additional items within this Task, prepare adjacency diagrams for each major functional space to be incorporated into a new facility campus. These diagrams and conceptual layouts will indicate individual spaces illustrating layouts for desks, chairs, shelves, file cabinets, vehicles, and equipment. The purpose of these sketches will be to validate the required size and functional capabilities.
1. Identify all site components to be incorporated into a new DPW facility including fueling, bulk material storage, circulation, and parking.
 2. Prepare a Public Services Facility Space Needs Matrix which details each space required for the facilities, including operational spaces and support spaces. The matrix will be organized by space type (e.g., maintenance bays, offices, employee facilities, shops, etc.), and will include factors to account for corridors, structure, and other non-usable square footage, and will yield a total proposed facility size.
 3. Prepare a preliminary fleet maintenance equipment list to include items such as vehicle lifts, exhaust capture systems, lubrication distribution systems, overhead crane systems and vehicle fueling for both the existing indoor facility and auxiliary outdoor covered spaces.
 4. Review the programming sketches and matrix with the City. Advise the City about any

potential opportunities to reduce or consolidate spaces that are not expected to impact operational efficiency, and the potential implications of reductions that would be expected to hinder productivity.

5. Identify core operations which require direct adjacencies.
6. Incorporate comments from the City into an updated DPW Facility Space Needs Matrix.

TASK 3 – BUILDING AND SITE PLANNING CONCEPT DESIGN

A. Existing and Secondary Site Evaluation

1. Complete a comprehensive analysis of the existing DPW site, as well as the City Owned site to the east of the Creighton Waterway (secondary site). This investigation shall include a zoning analysis, environmental hazards and endangered species, FEMA flood information, preliminary traffic impacts and site access needs evaluation, and an assessment of the suitability of available utilities and fire protection needs, including an assessment of bringing offsite utilities to the selected location.
2. Prepare a draft zoning analysis for the existing and secondary site utilizing the current local zoning regulations (allowable use, setbacks, lot coverage, height, floor area ratio, etc.). The analysis shall identify all dimensional restrictions as well as any special permits or variances required to meet the requirements of the zoning bylaws.
3. The offsite utility evaluation will include the following:
 - a. Potable water
 - b. Reclaimed water
 - c. Sanitary sewer
 - d. Storm water sewer
 - e. Electric service
 - f. Communications and fiberoptics
 - g. Fire protection needs

We assume the City will provide information regarding the existing utilities which may include flow studies, system capacities, pipeline pressures, or other pertinent utility information. This study is intended to be a high-level feasibility evaluation, detailed utility upgrades or existing downstream system capacities will not be evaluated during this study.

B. Traffic Circulation Review

Once the traffic circulation patterns for the site(s) are identified, an analysis of the site driveway and internal site traffic patterns will be performed for each site access point. This would entail looking at overall traffic flow, conflict points and truck turning templates.

The proposed site access locations will be evaluated for safety including both stopping and intersection sight distance and proper geometric alignment. The results of the safety review will be summarized in a memorandum and will include a summary of any proposed improvements require to offset the project's internal site circulation and layout to maintain safety of all users.

- C. SSAI will provide a preliminary building floor plan and site plan. W&S shall provide feedback on the site plan and review and comment on site test-fit layouts provided by SSAI.

D. Geotechnical Evaluation (Optional Add Service)

If selected and determined necessary, up to 10 soil borings shall be conducted within the secondary DPW site and will be performed in accordance with necessary ASTM standards. The scope of our work will include exploring the soil stratigraphy and groundwater conditions at selected boring locations and evaluating the compatibility of the soils encountered with the proposed development. The depth of the soil borings will be determined as the evaluation and design progresses. A summary of soil boring results shall be provided which shall include general soil classifications, depth to groundwater, and depth to rock.

E. Secondary Site Desktop Environmental Assessment (Optional Add Service):

This task assumes that the secondary site will be investigated for environmental hazards, such as wetlands, and endangered species, along with offsite utilities and traffic impacts and site access needs. We propose our Environmental Assessment (EA) service to identify the potential for several major environmental factors which can impact and/or alter the path of development. These factors primarily consist of jurisdictional wetlands and protected species. We coordinate with U.S. Army Corps of Engineers (ACOE), Florida Department of Environmental Protection (FDEP), South Florida Water Management District (SFWMD), U.S. Fish and Wildlife Service (FWS), and Florida Fish & Wildlife Conservation Commission (FWC). We anticipate the following:

1. Site Visit, to effectively survey, inventory, and map existing natural conditions in their pre-development form. Field data will be obtained, analyzed, and processed.
2. Geographic Information Systems (GIS) Data Compilation and Mapping will aid in the research and preparation of existing conditions and inventoried field data (i.e., soils, site grading/elevations, protected species evidence, and other related survey data). Aerial Imagery will complement the Environmental Assessment with recent imagery.
3. Written Report summarizes and documents findings into a written report.

F. Traffic studies will include the following (Optional Add Service):

Existing Trip Generation Analysis - An evaluation of the existing site traffic volumes in order to determine an appropriate trip generation rate to be used in the traffic needs assessment for the proposed site. This data may include obtaining fuel facility use by fleet maintenance vehicles on an hourly and daily basis, number of vehicles receiving maintenance on an hourly and daily basis, number of employees on site per shift, and possibly peak hour traffic volume counts. Trip generation rates will be based on the total gross square footage of the existing buildings.

Proposed Site Trip Generation - The proposed site trip generation will be calculated based on the trip generation rate determined above and applied to the total gross square footage of the proposed site. Trip Distribution of the proposed site will be determined based on discussion with the City considering items such as population density, location of offsite facilities, and proximity of the site to major roadway network.

We will review available traffic volume data from the City, Sarasota County, and FDOT to perform a Level of service evaluation of the roadway including site generated traffic using the Sarasota County Generalized Peak Hour Directional Service Volumes to determine if the project has a negative impact of the level of services of the adjacent roadway. This analysis will be used as a high-level scoring criterion as it can be assumed that if the proposed site has a negative impact on the adjacent street level of service, then it will most likely have a negative impact on the closest adjacent intersections as well.

In order to develop existing trip generation numbers, it would be necessary to collect turning movement counts during the weekday AM peak hour (6-8AM) and the weekday PM peak hour (3-5PM) for the existing site access points.

TASK 4 – SITE TEST-FIT DEVELOPMENT BUDGET

- A. We will review the City's Construction Manager's cost estimate and provide comments. It is expected that the estimate will identify potential soft costs associated with the project, including design contingencies, construction contingencies, project management services, printing of bid documents, architectural and engineering design fees, borrowing costs, inflation, and insurance during construction. The designer may request additional funds for value engineering brought on during this level beyond one round of consolidated revisions.

TASK 5 – REPORT AND PRESENTATION OF CONCLUSIONS

- A. Prepare a summary report that outlines the work completed as part of the study, with exhibits illustrating all of the completed tasks.
- B. Prepare presentation material and assist with the presentation to the project to the City Council. Presentation materials to include colored conceptual building and site plans, PowerPoint presentations and handouts.

PHASE B – CONCEPTUAL SITE / BUILDING

TASK 1 – CONCEPTUAL SITE PLAN - DEVELOPMENT

- A. Prepare a draft zoning analysis and permitting pathway memorandum for the preferred site utilizing the current local zoning regulations (allowable use, setbacks, lot coverage, height, floor area ratio, etc.). The analysis shall identify all dimensional restrictions as well as any special permits or variances required to meet the requirements of the zoning bylaws.
- B. Concept Plan Development: Prepare building and site plan alternatives for the site to confirm the most cost effective and efficient building and site configuration for supporting the operations.
 - 1. Utilize the results of the space program to verify building and site alternatives for the site. The site plans shall show the layout of driveways, buildings, vehicle fueling facility, circulation, canopies, and parking.
 - 2. All concepts shall be reviewed with the City and comments incorporated accordingly to create preferred site concept.
 - 3. Utilizing the referred site concept, create a conceptual level floor plan which will show all interior spaces and adjacencies.
 - 4. Tour nearby facilities with the City to identify designs and concepts that are requested to be included with the design, or designs and concepts that are specifically requested to be excluded from the design. We anticipate allocating one full business day to tour facilities. Our fee includes coordinating the tours with selected facilities staff, touring the facilities, and preparing meeting minutes or site visit notes to document the tour.

TASK 2 – SCHEMATIC BUILDINGS AND SITE DESIGN (30% DESIGN)

- A. 30% Design Plans: Utilizing the preferred building locations and preferred alternative, the Consultant shall create preliminary design level plans of sufficient detail to show all building footprints, exterior spaces, and operational adjacencies. Documents shall consist of conceptual level drawings including:
 - 1. Existing conditions plans (using GIS data).
 - 2. Site Construction/Layout Plans.
 - 3. Preliminary grading and drainage plans.
 - 4. Industrial Equipment plan showing general equipment locations and descriptions including an equipment list for input / confirmation / approval of the City.
 - 5. Onsite/Offsite utilities and modeling, such as stormwater.

6. Review of fire protection system needs such as onsite water storage, water main connections, or booster pump systems.
 7. Based on the traffic evaluated developed under Phase A, develop a concept level improvements plan at the site access locations. These plans will be developed on a base plan prepared using a combination of aerial imagery and GIS information. The plan will include such items as traffic signals (if warranted), exclusive turn lanes, and pavement marking and signing.
 8. Provide conceptual floor plans with square footage of each space.
 9. Building massing and facades.
 10. Provide (2) three-dimensional colored renderings to depict exterior elevations and massing.
- B. Schematic Design Narratives: The drawings shall be supplemented with narratives for information not identified on the drawings. These narratives will define the proposed structural and MEPFP systems to provide adequate information to the Construction Manager for schematic design pricing.
- C. During the Schematic Design process, the Consultant shall meet with the permitting agencies, regarding site work, if applicable, to review the proposed program and identify any permitting limitations which need to be addressed by the design. The Consultant shall also review and coordinate the work with any local design review boards including a Pre-Application meeting with the City Planning Department.
- D. Independent Cost Estimate: We will review the City's Construction Manager's cost estimate and provide comments. The cost estimate shall be a full and complete cost estimate for the project including, but not be limited to, information technology, telecommunications, furniture, fixtures, equipment, site work, offsite and onsite utilities, traffic modifications, and fire protection. It is expected that the estimate will identify potential soft costs associated with the project, including design contingencies, construction contingencies, project management services, printing of bid documents, architectural and engineering design fees, borrowing costs, inflation, and insurance during construction. The designer may request additional funds for value engineering brought on during this level beyond one round of consolidated revisions.

TASK 3 – ENVIRONMENTAL ASSESSMENT (OPTIONAL ADD SERVICES)

- A. A more detailed environmental assessment shall be conducted if the secondary site is determined to be necessary. The detailed environmental assessment may include the following. We have structured our proposal and fee for this task to be conducted on a per task, per acre basis.

1. Protected Species Survey: When protected species are found on-site, the City of North Port may require additional permitting. This may include a pedestrian field survey of the project area for listed protected species. Any protected species found on-site during the survey will be located and recorded with a GPS. Field data will be obtained, analyzed, and processed. We anticipate the following:
 - a. Site Visit, to effectively survey, inventory, and map existing natural conditions in their pre-development form. Field data will be obtained, analyzed, and processed.
 - b. Geographic Information Systems (GIS) Data Compilation and Mapping will aid in the research and preparation of protected species (i.e., Gopher Tortoise, Florida Bonneted Bat, Bald Eagle, Burrowing Owls, etc.).
 - c. Aerial Imagery will complement the Protected Species Survey with recent imagery.
 - d. Written Report to summarize and document findings. (Note - In the event protected species are found on-site, protected species management plan(s) may be required by the City of North Port and/or other agencies. This is not included within this scope of work.
2. Florida Bonneted Bat Survey: In the event a Snag (a standing dead tree) containing a cavity is found on-site, the City of North Port may require an individual Florida Bonneted Bat Survey to confirm their existence within the project limits. This survey is performed with a "cavity peeper camera" (an HD, low-light, inspection camera on a telescoping pole). We will prepare a map showing the location of any snags containing cavities.
3. Florida Bonneted Acoustic Survey: The United States Fish and Wildlife Service (USFWS) requires an Acoustic Bat Survey be conducted on any project that is over 5 acres in size and has vegetation the Bats would inhabit. We anticipate the following:
 - a. Five (5) Site Visits, to place acoustic monitoring equipment and collect data.
 - b. Evaluate, data collected in the field with bat analysis software.
4. Wetland Mitigation Coordination: We anticipate SFWMD and FDEP wetland permitting for the subject property. This includes multiple site visits, wetland delineation, permitting coordination, and meeting with the reviewers from SFWMD and FDEP. We anticipate the following:
 - a. Three (3) Site Visits, with SFWMD on-site to evaluate, delineate, and flag on-site wetland.
 - b. Complete "Section C" of the Environmental Resource Permit (ERP) submittal to SFWMD.

- c. Complete Forms, Section A, C, I, and WOTUS Determination Forms for FDEP. This process is required by the FDEP for a jurisdictional determination and will determine if the FDEP will require a State 404 permit for the project site.
- d. Coordination, with Wetland Mitigation Bank to purchase wetland credits for permitting.

PHASE C – TASK AND FEES WILL BE NEGOTIATED AS NEEDED AND ADDED TO THE AGREEMENT VIA AMENDMENT

- A. Current excluded tasks, reserved for Phase C as applicable:
 - 1. Topographic and Boundary survey
 - 2. 60%, 90%, final design
 - 3. Permitting
 - 4. Bidding or construction phase services
 - 5. Cost estimating (to be done by CM)
 - 6. LEED or Sustainability matrix
 - 7. Creation of As-Built Documents
 - 8. Environmental Assessment of the Existing DRW is not required

END OF EXHIBIT A

**EXHIBIT B – FEE SCHEDULE
(SEE FOLLOWING PAGES)**

North Port Public Services:Fee Calculation - Time and Cost

Firm Name		Sweet Sparkman Architecture and Interiors Architecture and Project Management													
		Principal		Project Manager		Project Architect		Designer CADD Technician		Clerical		Sub-Consultant Fees		SWEET SPARKMAN TOTALS PER TASK	
		\$ 225.00		\$ 175.00		\$ 155.00		\$ 95.00		\$ 85.00					
PHASE A - FEASIBILITY STUDY															
Task 1 Project Start-Up															
A	Attend Kick-Off Meeting	2	\$ 450.00	2	\$ 350.00	0	\$ -	2	\$ 190.00	2	\$ 170.00			8	\$ 1,160.00
B	Complete a review of all available public facilities and identify operational issues	2	\$ 450.00	4	\$ 700.00	0	\$ -	0	\$ -	2	\$ 170.00			8	\$ 1,320.00
C	Review potential grants and identify appropriate grants	8	\$ 1,800.00	8	\$ 1,400.00	0	\$ -	0	\$ -	2	\$ 170.00			18	\$ 3,370.00
D	Identify projected growth over the next 15 - 30 years	0	\$ -	0	\$ -	0	\$ -	0	\$ -	2	\$ 170.00			2	\$ 170.00
TOTAL: Project Start-Up		12	\$ 2,700.00	14	\$ 2,450.00	0	\$ -	2	\$ 190.00	8	\$ 680.00	\$ -		36	\$ 6,020.00
Task 2 Needs Assessment / Facility Programming															
A	Programming Meeting	8	\$ 1,800.00	8	\$ 1,400.00	0	\$ -	8	\$ 760.00	2	\$ 170.00			26	\$ 4,130.00
B	Identify projected growth over the next 15 - 30 years	8	\$ 1,800.00	8	\$ 1,400.00	0	\$ -	8	\$ 760.00	2	\$ 170.00			26	\$ 4,130.00
C	Program Development	4	\$ 900.00	12	\$ 2,100.00	0	\$ -	8	\$ 760.00	2	\$ 170.00			26	\$ 3,930.00
TOTAL: Needs Assessment / Facility Programming		20	\$ 4,500.00	28	\$ 4,900.00	0	\$ -	24	\$ 2,280.00	6	\$ 510.00	\$ -		78	\$ 12,190.00
Task 3 Building and Site Planning Concept Design															
A	Secondary Site Evaluation (optional add service)	0	\$ -	8	\$ 1,400.00	0	\$ -	0	\$ -	0	\$ -			8	\$ 1,400.00
B	Traffic Studies (optional add service)	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -			0	\$ -
C	Develop Building and Site Test-Fits	2	\$ 450.00	8	\$ 1,400.00	8	\$ 1,240.00	16	\$ 1,520.00	4	\$ 340.00			38	\$ 4,950.00
D	Geotechnical Evaluation (optional add service)	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -			0	\$ -
E	Environmental assessment (optional add service)	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -			0	\$ -
F	Traffic Operational Analysis (optional add service)	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -			0	\$ -
TOTAL: Building and Site Planning Concept Design		2	\$ 450.00	16	\$ 2,800.00	8	\$ 1,240.00	16	\$ 1,520.00	4	\$ 340.00	\$ -		46	\$ 6,350.00
Task 4 Site Test Fit Development Budget															
A	Review cost estimate and provide comments	2	\$ 450.00	4	\$ 700.00	4	\$ 620.00	0	\$ -	0	\$ -			10	\$ 1,770.00
TOTAL: Site Test Fit Development Budget		2	\$ 450.00	4	\$ 700.00	4	\$ 620.00	0	\$ -	0	\$ -	\$ -		10	\$ 1,770.00
Task 5 Report and Presentation of Conclusions															
A	Prepare a summary report	4	\$ 900.00	24	\$ 4,200.00	16	\$ 2,480.00	24	\$ 2,280.00	2	\$ 170.00			70	\$ 10,030.00
B	Prepare presentation	8	\$ 1,800.00	8	\$ 1,400.00	8	\$ 1,240.00	0	\$ -	2	\$ 170.00			26	\$ 4,616.00
TOTAL: Report and Presentation of Conclusions		12	\$ 2,700.00	32	\$ 5,600.00	24	\$ 3,720.00	24	\$ 2,280.00	4	\$ 340.00	\$ -		96	\$ 14,640.00
PHASE B - CONCEPTUAL SITE / BUILDING DESIGN															
Task 1 Conceptual Site Plan Development															
A	Prepare draft zoning analysis and permitting pathway	0	\$ -	4	\$ 700.00	0	\$ -	0	\$ -	2	\$ 170.00			6	\$ 870.00
B	Concept Plan Development	4	\$ 900.00	8	\$ 1,400.00	24	\$ 3,720.00	24	\$ 2,280.00	4	\$ 340.00			64	\$ 8,640.00
C	creating floor plans with interiors spaces and adjacencies	4	\$ 900.00	8	\$ 1,400.00	24	\$ 3,720.00	24	\$ 2,280.00	4	\$ 340.00			64	\$ 8,640.00
D	Tour nearby facilities	8	\$ 1,800.00	8	\$ 1,400.00	8	\$ 1,240.00	0	\$ -	2	\$ 170.00			26	\$ 4,616.00
TOTAL: Conceptual Site Plan Development		16	\$ 3,600.00	28	\$ 4,900.00	56	\$ 8,680.00	48	\$ 4,560.00	12	\$ 1,020.00	\$ -		160	\$ 22,760.00
Task 2 Schematic Building and Site Design (30% Design)															
A	30% design plans	16	\$ 3,600.00	40	\$ 7,000.00	40	\$ 6,200.00	60	\$ 5,700.00	8	\$ 680.00			164	\$ 23,180.00
B	Schematic Design Narratives	0	\$ -	2	\$ 350.00	0	\$ -	0	\$ -	2	\$ 170.00	\$ 5,000.00		4	\$ 5,520.00
C	review with local design review boards	4	\$ 900.00	4	\$ 700.00	2	\$ 310.00	0	\$ -	2	\$ 170.00			12	\$ 2,080.00
D	Independent Cost Estimate	2	\$ 450.00	4	\$ 700.00	2	\$ 310.00	0	\$ -	0	\$ -			8	\$ 1,460.00
TOTAL: Schematic Building and Site Design (30% Design)		22	\$ 4,950.00	50	\$ 8,750.00	44	\$ 6,820.00	60	\$ 5,700.00	12	\$ 1,020.00	\$ 5,000.00		188	\$ 32,240.00
Task 3 Environmental assessment (optional add service)															
A	Detailed Environmental Assessment if 2nd site is determined necessary	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -			0	\$ -
TOTAL: H-Facilities Master Plan and Implementation Strategy		0	\$ 0	0	\$ 0	0	\$ 0	0	\$ -	0	\$ -	\$ -		0	\$ -
GRAND TOTALS		86	\$ 19,350.00	172	\$ 30,100.00	136	\$ 21,080.00	174	\$ 16,530.00	46	\$ 3,910.00	\$ 5,000.00		614	\$ 95,970.00

North Port Public Services:Fee Calculation - Time and Cost																
Firm Name		Weston & Sampson Engineering														
		Principal	Team Leader	Project Manager/Engineer	Misc. Expenses	WESTON & SAMPSON TOTALS PER TASK	ADD. SERVICES/SUB-CONSULTANT FEES	REIMBURS-ABLE EXPENSES	GRAND TOTALS							
		\$ 250.00	\$ 245.00	\$ 155.00												
PHASE A - FEASIBILITY STUDY																
Task 1 Project Start-Up																
A	Attend Kick-Off Meeting	1	\$ 250.00	4	\$ 980.00	0	\$ -	5	\$ 1,230.00	\$ -	\$ -	13	\$ 2,390.00			
B	Complete a review of all available published documents	0	\$ -	2	\$ 490.00	5	\$ 775.00	7	\$ 1,285.00	\$ -	\$ -	15	\$ 2,585.00			
C	Visit facilities and identify operational issues	0	\$ -	2	\$ 490.00	5	\$ 775.00	7	\$ 1,265.00	\$ -	\$ -	25	\$ 4,635.00			
D	Review potential grants and identify appropriate grants	0	\$ -	0	\$ -	2	\$ 310.00	2	\$ 310.00	\$ -	\$ -	4	\$ 480.00			
TOTAL: Project Start-Up		1	\$ 250.00	6	\$ 1,960.00	12	\$ 1,860.00	\$ -	21	\$ 4,070.00	\$ -	\$ -	57	\$ 10,990.00		
Task 2 Needs Assessment / Facility Programming																
A	Programming Meeting	1	\$ 250.00	14	\$ 3,430.00	12	\$ 1,860.00	27	\$ 5,540.00	\$ -	\$ -	53	\$ 9,670.00			
B	Identify projected growth over the next 15 - 30 years	1	\$ 250.00	10	\$ 2,450.00	10	\$ 1,650.00	21	\$ 4,250.00	\$ -	\$ -	47	\$ 8,380.00			
C	Program Development	2	\$ 500.00	10	\$ 2,450.00	20	\$ 3,100.00	32	\$ 6,050.00	\$ -	\$ -	58	\$ 9,980.00			
TOTAL: Needs Assessment / Facility Programming		4	\$ 1,000.00	34	\$ 8,330.00	42	\$ 6,510.00	\$ -	80	\$ 15,840.00	\$ -	\$ -	158	\$ 28,030.00		
Task 3 Building and Site Planning Concept Design																
A	Secondary Site Evaluation (optional add service)	2	\$ 500.00	20	\$ 4,900.00	40	\$ 6,200.00	62	\$ 11,600.00		\$ -	70	\$ 13,000.00			
B	Traffic Studies (optional add service)	0	\$ -	6	\$ 1,470.00	32	\$ 4,960.00	38	\$ 6,430.00	\$ -	\$ -	38	\$ 6,430.00			
C	Develop Building and Site Test-Fits	2	\$ 500.00	6	\$ 1,470.00	4	\$ 620.00	12	\$ 2,590.00	\$ -	\$ -	50	\$ 7,540.00			
D	Geotechnical Evaluation (optional add service)	2	\$ 500.00	0	\$ -	0	\$ -	2	\$ 500.00	\$ 9,900.00	\$ -	2	\$ 10,400.00			
E	Environmental assessment (optional add service)	1	\$ 250.00	0	\$ -	0	\$ -	1	\$ 250.00	\$ 5,362.50		1	\$ 5,612.50			
F	Traffic Operational Analysis (optional add service)	0	\$ -	2	\$ 490.00	16	\$ 2,480.00	18	\$ -	\$ 2,970.00	\$ -	18	\$ 2,970.00			
TOTAL: Building and Site Planning Concept Design		7	\$ 1,750.00	34	\$ 8,330.00	92	\$ 14,260.00	\$ -	133	\$ 21,370.00	\$ 18,232.50	\$ -	179	\$ 45,962.50		
Task 4 Site Test Fit Development Budget																
A	Review cost estimate and provide comments	1	\$ 250.00	4	\$ 980.00	0	\$ -	5	\$ 1,230.00	\$ -	\$ -	15	\$ 3,000.00			
TOTAL: Site Test Fit Development Budget		1	\$ 250.00	4	\$ 980.00	0	\$ -	\$ -	5	\$ 1,230.00	\$ -	\$ -	15	\$ 3,000.00		
Task 5 Report and Presentation of Conclusions																
A	Prepare a summary report	1	\$ 250.00	10	\$ 2,450.00	12	\$ 1,860.00	23	\$ 4,560.00	\$ -	\$ -	93	\$ 14,590.00			
B	Prepare presentation	1	\$ 250.00	3	\$ 735.00	0	\$ -	4	\$ 985.00	\$ -	\$ -	30	\$ 5,595.00			
TOTAL: Report and Presentation of Conclusions		2	\$ 500.00	13	\$ 3,185.00	12	\$ 1,860.00	\$ -	27	\$ 5,545.00	\$ -	\$ -	123	\$ 20,185.00		
PHASE B - CONCEPTUAL SITE / BUILDING DESIGN																
Task 1 Conceptual Site Plan Development																
A	Prepare draft zoning analysis and permitting pathway	1	\$ 250.00	20	\$ 4,900.00	16	\$ 2,480.00	37	\$ 7,630.00	\$ -	\$ -	43	\$ 8,500.00			
B	Concept Plan Development	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ -	\$ -	64	\$ 8,640.00			
C	creating floor plans with interiors spaces and adjacencies	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ -	\$ -	64	\$ 8,640.00			
D	Tour nearby facilities	2	\$ 500.00	10	\$ 2,450.00	0	\$ -	12	\$ 2,950.00	\$ -	\$ -	38	\$ 7,560.00			
TOTAL: Conceptual Site Plan Development		3	\$ 750.00	30	\$ 7,350.00	16	\$ 2,480.00	\$ -	49	\$ 10,580.00	\$ -	\$ -	209	\$ 33,340.00		
Task 2 Schematic Building and Site Design (30% Design)																
A	30% design plans	2	\$ 500.00	30	\$ 7,350.00	28	\$ 4,340.00	60	\$ 12,190.00	\$ -	\$ -	224	\$ 35,370.00			
B	Schematic Design Narratives	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ -	\$ -	4	\$ 5,520.00			
C	review with local design review boards	1	\$ 250.00	0	\$ -	0	\$ -	1	\$ 250.00	\$ -	\$ -	13	\$ 2,330.00			
D	Independent Cost Estimate	0	\$ -	4	\$ 980.00	4	\$ 620.00	8	\$ 1,600.00	\$ -	\$ -	16	\$ 3,060.00			
TOTAL: Schematic Building and Site Design (30% Design)		3	\$ 750.00	34	\$ 8,330.00	32	\$ 4,960.00	\$ -	69	\$ 14,040.00	\$ -	\$ -	237	\$ 46,280.00		
Task 3 Environmental assessment (optional add service)																
A	Detailed Environmental Assessment if 2nd site is determined necessary	2	\$ 500.00	0	\$ -	0	\$ -	2	\$ 500.00	\$ 13,887.50	\$ 5,000.00	2	\$ 13,887.50			
TOTAL: H-Facilities Master Plan and Implementation Strategy		2	\$ 500.00	0	\$ -	0	\$ -	\$ -	2	\$ 500.00	\$ 13,887.50	\$ 5,000.00	2	\$ 19,387.50		
GRAND TOTALS		23	\$ 8,750.00	157	\$ 38,465.00	206	\$ 31,930.00	\$ -	386	\$ 73,175.00	\$ 32,120.00	\$ 5,000.00	1000	\$ 206,255.00		

North Port Public Services: Fee Calculation - Time and Cost

		SWEET SPARKMAN TOTALS PER TASK	WESTON & SAMPSON TOTALS PER TASK	ADD.SERV./SUB FEES	REIMBURS-ABLE EXPENSES	GRAND TOTALS
PHASE A - FEASIBILITY STUDY						
Task 1 Project Start-Up						
A	Attend Kick-Off Meeting	8	\$ 1,160.00	5	\$ 1,230.00	\$ - \$ - 13 \$ 2,390.00
B	Complete a review of all available published docs	8	\$ 1,320.00	7	\$ 1,265.00	\$ - \$ - 15 \$ 2,585.00
C	Visit facilities and identify operational issues	18	\$ 3,370.00	7	\$ 1,265.00	\$ - \$ - 25 \$ 4,635.00
D	Review potential grants and identify appropriate grants	2	\$ 170.00	2	\$ 310.00	\$ - \$ - 4 \$ 480.00
TOTAL: Project Start-Up		36	\$ 6,020.00	21	\$ 4,070.00	\$ - \$ - 57 \$ 10,090.00
Task 2 Needs Assessment / Facility Programming						
A	Programming Meeting	26	\$ 4,130.00	27	\$ 5,540.00	\$ - \$ - 53 \$ 9,670.00
B	Identify projected growth over the next 15 - 30 years	26	\$ 4,130.00	21	\$ 4,250.00	\$ - \$ - 47 \$ 8,380.00
C	Program Development	26	\$ 3,930.00	32	\$ 6,050.00	\$ - \$ - 58 \$ 9,980.00
TOTAL: Needs Assessment / Facility Programming		78	\$ 12,190.00	80	\$ 15,840.00	\$ - \$ - 158 \$ 28,030.00
Task 3 Building and Site Planning Concept Design						
A	Secondary Site Evaluation (optional add service)	8	\$ 1,400.00	62	\$ 11,600.00	\$ - \$ - 70 \$ 13,000.00
B	Traffic Studies (optional add service)	0	\$ -	38	\$ 6,430.00	\$ - \$ - 38 \$ 6,430.00
C	Develop Building and Site Test-Fits	38	\$ 4,950.00	12	\$ 2,590.00	\$ - \$ - 50 \$ 7,540.00
D	Geotechnical Evaluation (optional add service)	0	\$ -	2	\$ 500.00	\$ 9,900.00 \$ - 2 \$ 10,400.00
E	Environmental assessment (optional add service)	0	\$ -	1	\$ 250.00	\$ 5,362.50 \$ - 1 \$ 5,612.50
F	Traffic Operational Analysis (optional add service)	0	\$ -	18	\$ -	\$ 2,970.00 \$ - 18 \$ 2,970.00
TOTAL: Building and Site Planning Concept Design		46	\$ 6,350.00	133	\$ 21,370.00	\$ 18,232.50 \$ - 179 \$ 45,952.50
Task 4 Site Test Fit Development Budget						
A	Review cost estimate and provide comments	10	\$ 1,770.00	5	\$ 1,230.00	\$ - \$ - 15 \$ 3,000.00
TOTAL: Site Test Fit Development Budget		10	\$ 1,770.00	5	\$ 1,230.00	\$ - \$ - 15 \$ 3,000.00
Task 5 Report and Presentation of Conclusions						
A	Prepare a summary report	70	\$ 10,030.00	23	\$ 4,560.00	\$ - \$ - 93 \$ 14,590.00
B	Prepare presentation	26	\$ 4,610.00	4	\$ 985.00	\$ - \$ - 30 \$ 5,595.00
TOTAL: Report and Presentation of Conclusions		96	\$ 14,640.00	27	\$ 5,545.00	\$ - \$ - 123 \$ 20,185.00
PHASE B - CONCEPTUAL SITE // BUILDING DESIGN						
Task 1 Conceptual Site Plan Development						
A	Prepare draft zoning analysis and permitting pathway	6	\$ 870.00	37	\$ 7,630.00	\$ - \$ - 43 \$ 8,500.00
B	Concept Plan Development	64	\$ 8,640.00	0	\$ -	\$ - \$ - 64 \$ 8,640.00
C	creating floor plans with interiors spaces and adjacencies	64	\$ 8,640.00	0	\$ -	\$ - \$ - 64 \$ 8,640.00
D	Tour nearby facilities	26	\$ 4,610.00	12	\$ 2,950.00	\$ - \$ - 38 \$ 7,560.00
TOTAL: Conceptual Site Plan Development		160	\$ 22,760.00	49	\$ 10,580.00	\$ - \$ - 209 \$ 33,340.00
Task 2 Schematic Building and Site Design (30% Design)						
A	30% design plans	164	\$ 23,180.00	60	\$ 12,190.00	\$ - \$ - 224 \$ 35,370.00
B	Schematic Design Narratives	4	\$ 5,520.00	0	\$ -	\$ - \$ - 4 \$ 5,520.00
C	review with local design review	12	\$ 2,080.00	1	\$ 250.00	\$ - \$ - 13 \$ 2,330.00
D	Independent Cost Estimate	8	\$ 1,460.00	8	\$ 1,600.00	\$ - \$ - 16 \$ 3,060.00
TOTAL: Schematic Building and Site Design (30% Design)		188	\$ 32,240.00	69	\$ 14,040.00	\$ - \$ - 257 \$ 46,280.00
Task 3 Environmental assessment (optional add service)						
A	Detailed Environmental Assessment if 2nd site is determined necessary	0	\$ -	2	\$ 500.00	\$ 13,887.50 \$ 5,000.00 2 \$ 19,387.50
TOTAL: H-Facilities Master Plan and Implementation Strategy		0	\$ -	2	\$ 500.00	\$ 13,887.50 \$ 5,000.00 2 \$ 19,387.50
GRAND TOTALS		614	\$ 95,970.00	386	\$ 73,175.00	\$ 32,120.00 \$ 5,000.00 1000 \$ 206,265.00
						Basic Services \$ 169,145.00
						Optional Additional Services \$ 32,120.00
						Reimbursable Expenses \$ 5,000.00
						Design Contingency \$ 5,000.00
						Grand Total \$ 211,265.00

EXHIBIT C – PROJECT SCHEDULE

PHASE /TASK	# Calendar Days	# Calendar Days from NTP
PHASE A – FEASIBILITY STUDY		
Task 1 – Project Start-Up	45	45
Task 2 – Needs Assessment	45	90
Task 3 – Building and Site Planning Concept Design	60	150
Task 4 – Site Test-Fit Development Budget	30	180
Task 5 – Report and Presentation of Conclusions	60	240
PHASE B – CONCEPTUAL SITE/BUILDING DESIGN		
Task 1 – Conceptual Site Plan Development	60	300
Task 2 – Schematic Building and Site Design (30% Design)	60	360
Task 3 – Environmental Assessment (Optional Add Service)	TBD	
(concurrent with Phase A/Task B – 30 Calendar Days)		
PHASE C – TASK AND FEES TO BE DETERMINED		
TOTAL	+/_365 DAYS	

END OF EXHIBIT C

END OF AGREEMENT 2022-28