

AGREEMENT

PINELLAS COUNTY GOVERNMENT IS COMMITTED TO PROGRESSIVE PUBLIC POLICY, SUPERIOR PUBLIC SERVICE, COURTEOUS PUBLIC CONTACT, JUDICIOUS EXERCISE OF AUTHORITY AND SOUND MANAGEMENT OF PUBLIC RESOURCES, TO MEET THE NEEDS AND CONCERNS OF OUR CITIZENS TODAY AND TOMORROW.



NON-CONTINUING PROFESSIONAL SERVICES AGREEMENT

RFQ TITLE: Architectural Services for East Lake Community Library Expansion - Professional Consulting Services

RFQ CONTRACT NO. 26-0124-RFQ-CCNA

NON-CONTINUING FIRM: Fleischman And Garcia Architects And Planners, AIA, PA dba Fleischman Garcia Maslowski

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SECTION 1 - INTENT OF AGREEMENT

AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES FOR CONSTRUCTION and PROPERTY MANAGEMENT DEPARTMENT

This Agreement entered into on the **Click or tap to enter a date.** between Pinellas County, a political subdivision of the state of Florida, hereinafter referred to as the County, represented by its board of County commissioners, and **Fleischman And Garcia Architects And Planners, AIA, PA dba Fleischman Garcia Maslowski**, with offices in **Tampa, FL**, hereinafter referred to as the consultant.

WITNESSETH, that:

WHEREAS, Pinellas County, herein referred to as the County, requires Professional Engineering Consulting services associated with support to develop plans and specifications and perform all other professional engineering services as may be required during the construction of East Lake Community Library Expansion Pinellas County, Florida

WHEREAS, the County desires the Consultant provide professional engineering services requisite to the development of the project; and

WHEREAS, the consultant has expressed the willingness and ability to provide the aforementioned Services; and

NOW THEREFORE, the County and the consultant, in consideration of the mutual covenants hereinafter set forth, agree as follows:

AGREEMENT**SECTION 2 - SCOPE OF PROJECT****1. PROJECT DESCRIPTION AND PROFESSIONAL REQUIREMENTS**

For the purposes of this Agreement the term project shall include all areas of proposed improvements, all areas that may reasonably be judged to have an impact on the project, and all project development phases and the services and activities attendant thereto. It is not the intent of this Agreement to identify the exact limits or details involved in providing satisfactorily completed project construction documents. The Consultant shall provide the following professional services to prepare construction plans, specifications, and complete applications for and receive all federal, state, and local permits required for construction of the project. The project design shall be based on the following data: Exhibit A – Scope of Services attached and incorporated herein as referenced.

Plans shall be prepared in accordance with Civil 3D Pinellas County Requirements.

Required Deliverables

- Civil 3D file (eTransmit) of construction plans and for each transmittal phase. The plans shall be provided electronically, plus 2 paper prints signed and sealed by a Professional Engineer certified in the State of Florida.
- All technical specifications required for construction of project.

2. PROJECT PHASES

All project phases shall be completed on or before the milestone dates provided in the County approved project design schedule referenced in Exhibit A.

3. CONSULTING RESPONSIBILITIES

- A. It is the intention of the County that the consultant is held accountable for its work, including checking and plans review, and that submittals are complete.
- B. The consultant shall be responsible for the accuracy of the work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the County will not relieve the consultant of the responsibility for subsequent correction of any errors and the clarification of any ambiguities.
- C. The consultant represents that it has secured or will secure all personnel necessary to complete this Agreement; none of whom shall be employees of or have any contractual relationship with the County. Primary liaison with the County will be through the consultant's project manager. All of the services required herein will be performed by the consultant or under the consultant's supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.
- D. The Consultant shall endorse all reports, calculations, contract plans, and survey data. Services shall be prepared under the direction of an engineer registered in the State of Florida and qualified in the required discipline. Products or services performed or checked shall be signed and sealed by the Consultant's Florida registered engineer.
- E. The consultant shall be responsible for the preparation of a project design schedule, which shows a breakdown of all tasks to be performed, and their relationship in achieving the completion of each phase of work. A bar chart schedule showing overall project time frames should also be prepared. These schedules must be submitted for County approval within 10 days of the initial project notice to proceed. These schedules will be used to verify consultant performance in relationship to fees claimed and to allow the County's project manager to monitor the consultant's efforts. The consultant shall be responsible for any updates to these schedules and for documenting in writing to the County any major deviations in the actual versus estimated project time frames.
- F. The consultant shall respond, in writing, to all review comments made by the County, within 10 days of their receipt, and shall incorporate appropriate design adjustments resulting from the review exchange into the project, in the next scheduled submittal.

4. GENERAL DESIGN CONDITIONS

1. The Consultant shall coordinate and solicit appropriate input, with the knowledge of the County.

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2. All design data, plans, and drawings shall be delivered electronically and or on travel drives formatted to .DXF or .DWG utilizing Civil 3D 2012 or later; as well as providing reproducible hard copies of plans and drawings. All specification and other documents shall be delivered electronically and or on two travel drives, Microsoft Word & Excel format as required, as well as the reproducible hard copies.
3. One 1 original and 9 copies of all deliverables are required unless specific submittal requirements are specified elsewhere in this Agreement.
4. The Consultant shall develop acceptable alternates to any and all design recommendations that may be declared unacceptable.

5. GOVERNING SPECIFICATIONS REGULATIONS AND PERTINENT DOCUMENTS

1. The project shall be designed by the Consultant in accordance with applicable industry standards. The Consultant shall be responsible for utilizing and maintaining current knowledge of any laws, ordinances, codes, rules, regulations, standards, guidelines, special conditions, specifications, or other mandates relevant to the project or the services to be performed.
2. The Contractor and their Subcontractor(s) must register with and use the E-verify system in accordance with Florida Statute 448.095. The County will verify the work authorization of the Contractor and Subcontractor. A Contractor and Subcontractor may not enter into a contract with the County unless each party registers with and uses the E-verify system.

If a Contractor enters a contract with a Subcontractor, the Subcontractor must provide the Contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized aliens. The Contractor must maintain a copy of the affidavit for the duration of the contract.

If the County, Contractor, or Subcontractor has a good faith belief that a person or entity with which it is contracting has knowingly violated Florida Statute 448.09(1) they shall immediately terminate the contract with the person or entity.

If the County has a good faith belief that a Subcontractor knowingly violated this provision, but the Contractor otherwise complied with this provision, the County will notify the Contractor and order that the Contractor immediately terminate the contract with the Subcontractor.

A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged to Section 448.095(2)(d), Florida Statute. Contractor acknowledges upon termination of this agreement by the County for violation of this section by Contractor, Contractor may not be awarded a public contract for at least 1 year. Contractor acknowledges that Contractor is liable for any additional costs incurred by the County as a result of termination of any contract for a violation of this section.

Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in this section, requiring the subcontracts to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any Subcontractor or Lower Tier Subcontractor with the clause set for in this section.

3. Supplier acknowledges and warrants that all digital content and services provided under this contract conforms and shall continue to conform during the Term of this Agreement to the W3C Web Content Accessibility Guidelines, version 2.0 ("WCAG 2.0") at conformance Level A and AA. If all digital content and services does not fully conform to WCAG 2.0 A and AA, Supplier shall advise Pinellas County in writing of the nonconformance prior to execution of this Agreement and shall provide Pinellas County a plan to achieve conformance to WCAG 2.0 A and AA, including but not limited to, an intended timeline for conformance. Failure to achieve conformance, as determined in Pinellas County's sole discretion, on its intended timeline shall be considered a material breach of this Agreement and grounds for termination by Pinellas County.

If during the Term of this Agreement, Supplier fails to maintain compliance with WCAG 2.0 A and AA or Pinellas County otherwise identifies an issue related to accessibility of the product (the "Accessibility Issue") that renders the product inaccessible, then Pinellas County shall notify Supplier of non-compliance. Within 30 days of Supplier's receipt of a non-compliance notice ("Notice"), Supplier and Pinellas County shall meet and mutually agree upon an appropriate timeline for resolution of the Accessibility Issue(s) ("Initial Meeting").

Should Supplier:

- i. fail to acknowledge receipt of the notice within 30 days of receipt of the Notice;

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- ii. unreasonably and solely withhold agreement regarding a timeline for resolution for more than 30 days following the Initial Meeting; or
- iii. fail to materially resolve the Accessibility Issue(s) within the agreed-upon timeline,

Failure to comply with the requirements of this section shall constitute a material breach of this Agreement and shall be grounds for termination of this Agreement.

SECTION 3 - SERVICES TO BE FURNISHED BY THE CONSULTANT

1. SERVICES

A. SEE EXHIBIT A – SCOPE OF SERVICES.

2. BIDDING PHASE

The Consultant shall prepare with the county's assistance the necessary bidding information, bidding forms, the conditions of the Contract, and the form of Agreement between the county and the contractor. The Consultant also, shall bear the cost of 2 complete sets of documents (plans and specifications), 2 of which shall be signed and sealed by the consultant as original record sets for the project. Each sheet in the 2 construction plans print sets shall be signed, sealed and dated. The title sheet only of the 2 specifications sets shall be signed, sealed, and dated. Additionally, any required addenda shall be signed, sealed, and dated.

1. The Consultant, following the county's review of the construction documents and of the latest statement of probable construction cost, shall be available to assist the county in obtaining bids, and in preparing and awarding construction contracts for each bid package. The Consultant shall assist conducting pre-bid conferences and shall prepare a bid tabulation spreadsheet following receipt of bids.
2. If the advertisement for bids has not commenced within 60 days after the consultant submits the approved construction documents to the county, any fixed limit of construction cost established as a condition of this agreement shall be adjusted to reflect any change in the general level of prices which may have occurred during that period of time in construction industry. The adjustment shall reflect changes between the date of submission of the construction documents to the county and the date on which the advertisement for bids occurred.
3. The Consultant shall prepare any required addenda to construction plans and specifications on the project during the bidding phase affecting the consultant's plans and specifications. The Consultant shall also provide any addenda during the construction phase in sufficient quantity to distribute to all necessary parties as determined by the county. Addenda material shall be placed in envelopes by the consultant for mailing by the county. The consultant shall also furnish certified mail receipt material and prepare mailing labels. The county shall mail all addenda.

3. CONSTRUCTION PHASE

All contact and/or communication from the Consultant to the Contractor shall be coordinated with the knowledge of the County.

A. Construction Consultation Services

1. Processing, review, approval and distribution of shop drawings, product data, samples and other submittals required by the Contract Documents.
2. Maintenance of master file of submittals with duplicate for County.
3. Construction Field Observation Services consisting of visits to the site as frequent as necessary, but not less than once every week, to become generally familiar with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the Contract Documents and prepare related reports and communications. Provide written report of each visit. This field observation requirement shall include any sub-consultants at appropriate construction points.
4. Review for comment or approval any and all proposal requests, supplemental drawings and information.
5. Review for correctness Contractors pay requests for the County.
6. Prepare, reproduce and distribute supplemental drawings, specifications and interpretations in response to requests for clarification by the Contractor or the County as required by construction exigencies.

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Response to any request must be received by the County within 24 hours of request, or the next available working day when the request is prior to a weekend or holiday.

7. Review, upon notice by the Contractor that work is ready for final inspection and acceptance.
8. Notify the County of any deficiencies found in follow-up reviews.
9. Evaluate all testing results and make recommendations to the County.
10. Assist in the establishment by the County of programs of operation and maintenance of the physical plant and equipment.
11. Arrange for and coordinate instructions on operations and maintenance of equipment in conjunction with manufacturer's representatives.
12. Prepare an operation and maintenance manual for the County's use.
13. The Consultant shall visit the project as necessary, but at a minimum of 3 month, 6 month and upon construction completion in order to certify that the permit conditions have been met satisfactorily. This shall not relieve the Consultant of other needed visits to the project should specific issues arise.
14. Assistance in the training of the facility operation and maintenance personnel in proper operations, schedules, procedures and maintenance inventory.
15. Prepare as-built record drawings, based on information furnished by the Contractors including significant changes in the work made during construction. The Consultant will provide 1 set of signed and sealed prints and 1 CADD disk of the as-built record construction documents.
16. Transmit certified as-built record drawings and general data, appropriately identified, to the County within 30 days following completion of construction.
17. Consult with, and recommend solutions to, the County during the duration of warranties in connection with inadequate performance of materials, systems, and equipment under warranty.
18. Review facilities or equipment prior to expiration of warranty period(s) to ascertain adequacy of performance, materials, systems and equipment.
19. Document noted defects or deficiencies and assist the County in preparing instructions to the Contractor for correction of noted defects.
20. The Contractor shall provide the Consultant with all the required projects close out material for Consultant's use in the warranty period services.
21. The Contractor shall have prime responsibility in the warranty period for all services herein. The Consultant shall assist, consult, observe review and document as noted.

4. PROVISIONS RELATED TO ALL PHASES

1. The Consultant will investigate and confirm in writing to the County, to the best of the Consultant's knowledge, conformance with all applicable local public and utility regulations.
2. The Consultant will coordinate work designed by various disciplines.
3. The Consultant shall submit to the County design notes and computations to document the design conclusions reached during the development of the construction plans.
 - a. 5 copies of the design notes and computations shall be submitted to the County with the design development review plans. When the plans are submitted for final review, the design notes and computations corrected for any County comments shall be resubmitted. At the project completion, a final set of the design notes and computations, properly endorsed by the Consultant, shall be submitted with the record set of plans and tracings.
 - b. The design notes and calculations shall include, but not be limited to, the following data:
 - 1) Design criteria used for the project.
 - 2) Roadway geometric calculations
 - 3) Structural calculations.

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- 4) Drainage calculations.
 - 5) Traffic design calculations
 - 6) Traffic control calculations
 - 7) Calculations as required by provisions of the Florida Energy Conservation Manual (Department of General Services), latest revision.
 - 8) Calculations showing probable cost comparisons of various alternatives considered.
 - 9) Documentation of decisions reached resulting from meetings, telephone conversations or site visits.
 - 10) Other project-related correspondences as appropriate.
4. Each set of plans for the project shall be accurate, legible, complete in design, suitable for bidding purposes and drawn to scales acceptable to the County. The completed plans shall be furnished on reproducible material and in a format, which is acceptable to the County.
 5. The Consultant shall make such reviews, visits, attend such meetings and conferences and make such contacts as are necessary for the proper preparation of plans and specifications for the project.
 6. The County in no way obligates itself to check the Consultant's work and further is not responsible for maintaining project schedules.
 7. Other Consultant responsibilities shall be as listed below:
 - a. Provide necessary sealed drawings to obtain building permits or any utility permit.
 - b. Assist the County in Contractor claims and/or litigation.
 - c. Review the Adequacy and completeness of documents submitted by the Contractor to protect the County against claims by suppliers or third parties.
 8. The Consultant must be familiar with the intent, thoroughness, safety factors and design assumptions of all structural calculations.
 9. All work prepared and/or submitted shall be reviewed and checked by a Consultant (Architect/Engineer) registered in Florida. All plans shall be signed and sealed by the Professional Consultant in responsible charge.
5. **PERMIT APPLICATIONS AND APPROVALS**
1. The Consultant shall prepare all permit applications, data and drawings required for submittal by the County for approval of local, state and federal agencies.
 2. The Consultant shall, at no additional cost to the County, make all reasonable and necessary construction plans revisions required to obtain the necessary permit approvals for construction of the project.
 3. For the purpose of ensuring the timely approval of all permits necessary for the construction of the project, the Consultant shall schedule the necessary contacts and liaison with all agencies having permit jurisdiction over the project, and shall furnish, on a timely basis, such plans, data and information as may be necessary to secure approval of the required permits.
6. **COORDINATION WITH UTILITY SERVICES AND AFFECTED PUBLIC AGENCIES**
1. The requirements of the various utility services shall be recognized and properly coordinated with the project design.
 2. Drainage investigations and drainage design shall be coordinated with any city or drainage district that may be affected by or have an effect on the project.
7. **WORK RELATED TO PROJECT CHANGE ORDERS**
- The Consultant will perform all work required in connection with County project change orders in a timely manner in accordance with the time frames set out in this section. This work may include services in connection with both the development of potential change orders to the project, as well as consideration of submissions by a County contractor, including review of contractor price quote packages for County requested change orders. Change order related services may include, but are not limited to, response to new design requirements or changes in regulatory requirements or field conditions, review of documentation to identify ambiguities, requesting missing or needed

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information, evaluation of overall impacts to the project, and making recommendations regarding the reasonableness and appropriateness of schedules and costs.

For design work, or other services as assigned, needed in preparation of a potential County change order, Consultant must prepare all documents and materials in sufficient detail and in such a manner that they can be efficiently reviewed by County's contractor for the preparation of a detailed price quote, and so that the contractor's price quote can be expeditiously evaluated for conformance with all stated requirements.

When the County is in receipt of a price quote from a Contractor for a County requested change order, the Consultant must fully review all submitted materials and provide a response in writing recommending acceptance or rejection within 7 calendar days. If the Consultant recommends rejection of the contractor's submittal, the Consultant must provide a detailed written response identifying the specific deficiencies and needed corrections.

All deliverables for work related to change orders must be submitted to the County within 7 calendar days, except that work required in response to a price quote received from a County contractor for a County requested change order must be completed within 5 business days. The County may request an earlier deadline for specific submittals depending on the circumstances, in which case Consultant must use its best efforts to submit deliverables in the time frames requested.

At the County's request, Consultant may be required to apportion proposed change order designs into phased or segmented groups to ensure each proposal can be administratively processed in accordance with County requirements.

In the event Consultant fails to fully comply with the requirements of this section, the Consultant will be liable to the County for damages or expenses resulting from a change order becoming deemed approved by operation of statute.

SECTION 4 - SERVICES TO BE FURNISHED BY THE COUNTY

The County shall provide the following for the Consultant's use and guidance:

- A. Copies of existing maps, existing aerial photographs, as-built construction plans and data pertinent to the project design, which the County may have in its possession.
- B. Reproduces of the County Engineering Department Standard Drawings applicable to the project.
- C. Sample copies of the County standard contract documents and specifications.
- D. Preparation of legal (front-end) section of the specifications.

SECTION 5 - PRESENTATIONS, PUBLIC MEETINGS AND TECHNICAL LIAISON

The following services shall be provided at no additional cost to the County:

1. Prior to the commencement of design activities, the County will conduct with the Consultant a pre-design conference for the purpose of discussing issues relative to the project, plans preparation and submittal procedures and to convey to the Consultant such items provided for under Section 4 as may be required and available at that time.
2. The Consultant shall make presentations to the County's Director of Construction and Property Management or designee as often as reasonably requested and at any point in the project development should issues arise which make additional presentations other than those listed elsewhere in this Agreement, in the County's best interest.
3. The Consultant shall participate in Monthly project Conferences with County staff personnel. The meetings will be scheduled by the County at a location provided by the County.
4. The Consultant shall attend, as technical advisor to the County all meetings or hearings conducted by permitting agencies or public bodies in connection with any permit required for the construction of the project, and shall prepare all presentation aids, documents and data required in connection with such meetings or hearings, and at the discretion of the County, shall either plead the County's case or provide engineering and technical assistance to the County in its pleading of the case.
5. The Consultant shall keep accurate minutes of all meetings and distribute copies to all attending. These meetings shall be set up through the County and appropriate County staff shall attend.

AGREEMENT**SECTION 6 - PAYMENT GUIDELINES AND CATEGORY OF SERVICES****1. BASIC SERVICES**

The services described and provided for under Sections 2, 3 and Exhibit A shall constitute the Basic Services to be performed by the Consultant under this Agreement.

2. OPTIONAL SERVICES

Services noted in Exhibit A of this Agreement as "Optional" shall constitute the Optional Services to be performed by the Consultant under this Agreement. Optional Services shall be rendered by the Consultant only upon written authorization by the County's Director of Construction and Property Management, or designee.

3. CONTINGENCY SERVICES

When authorized in writing by the County's Director of Construction and Property Management or designee, the Consultant shall furnish services resulting from unforeseen circumstances not anticipated under Basic Services due to minor changes in the project scope.

Compensation for any Contingency Services assignments shall be negotiated between the County and the Consultant at the time the need for services becomes known.

4. ADDITIONAL SERVICES

When executed by the County Administrator or Board of County Commissioners as an amendment to this Agreement, the Consultant shall provide such additional services as may become necessary because of changes in the Scope of project. Additional Services shall be classified as any change beyond the Contingency Services upset limit for compensation.

5. INVOICING

The Consultant may submit invoices for fees earned on a monthly basis. Such invoicing shall be supported by a Progress Report showing the actual tasks performed and their relationship to the percentage of fee claimed for each phase. Billings within each phase of work shall be for the percentage of work effort completed to date for that phase. The County shall make payments to the Consultant for work performed in accordance with the Local Government Prompt Payment Act, Section 218.70 et. seq., F.S.

The following services shall be considered reimbursable services and may be filled in full upon their completion and acceptance. The Consultant shall provide copies of supporting receipts/invoices/billing documentation. Self-performed reimbursable work shall be reimbursed at the firm's standard hourly rates for all related services. A breakdown of man hours and billing rates shall be provided with each invoice. An hourly rate sheet is attached (Exhibit B).

- A. Soil Analysis/Geotechnical Investigations.
- B. Contamination Assessments/Hazardous Material Analysis (if required).
- C. Aerial Photography (if required).
- D. Payment of Permit Fees (if required).
- E. Payment of the Public Information Meeting Advertisements, if required.
- F. Payment of the Court Reporter for public meetings, if required.
- G. Printing and Binding Services.

Should an invoiced amount for fees earned appear to exceed the work effort believed to be completed, the County may, prior to processing of the invoice for payment, require the Consultant to submit satisfactory evidence to support the invoice.

All progress reports shall be mailed to the attention of the designated Project Manager, Stephanie Muskus.

SUPPLIER shall submit invoices for payment due as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 et. seq, Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Division Accounts Payable

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Pinellas County Board of County Commissioners

P. O. Box 2438

Clearwater, FL 33757

Each invoice shall include, at a minimum, the Supplier's name, contact information and the standard purchase order number. The County may dispute any payments invoiced by SUPPLIER in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

Fees for contingent or additional services authorized shall be invoiced separately, and shall be due and payable in full upon the presentation of satisfactory evidence that the corresponding services have been performed.

SECTION 7 - COMPENSATION TO THE CONSULTANT

1. For the basic services provided for in this Agreement, as defined in Section 3.1, the County agrees to pay the Consultant as follows:

A Lump Sum Fee of: \$53,496.00	for the Task 1 – Concept Validation Phase of the project.
A Lump Sum Fee of: \$88,577.00	for the Task 2 – Schematic Design Phase of the project.
A Lump Sum Fee of: \$132,701.00	for the Task 3 – Design Development Phase of the project.
A Lump Sum Fee of: \$107,255.00	for the Task 4 –50% Construction Documents Phase of the project.
A Lump Sum Fee of: \$97,586.00	for the Task 5 –100% Construction Documents Phase of the project
A Lump Sum Fee of: \$25,236.00	for the Task 6 – Permitting and Bidding Phase of the project
A Lump Sum Fee of: \$103,849.00	for the Task 7 – Construction Administration Phase of the project
A Lump Sum Fee of: \$12,890.00	for the Task 8 – Record Documents Phase of the project

The above fees shall constitute the total not to exceed amount of \$621,590.00 to the Consultant for the performance of Basic Services. All man hours are billed per the established and agreed hourly rates. The hourly rates are fully loaded and include all labor, overhead, expenses and profit of any nature including travel within the Tampa Bay Metropolitan Statistical area. Travel outside of the Tampa Bay Metropolitan Statistical Area will be reimbursed in accordance with Section 112.061 F.S. and/or the County Travel Policy, as approved by the County.

2. For the ADDITIONAL SERVICES provided for in the Agreement, as defined in Exhibit A, the County agrees to pay the Consultant as follows:
 - A Lump Sum Fee of: \$93,603.00
3. For any CONTINGENCY SERVICES performed, the County agrees to pay the Consultant, a negotiated fee based on the assignment, up to a maximum amount not to exceed \$50,000.00 for all assignments performed.
4. Total agreement not-to-exceed amount **\$765,193.00**
5. For any ADDITIONAL SERVICES, the County agrees to pay the Consultant a negotiated total fee based on the work to be performed as detailed by a written amendment to this Agreement.
6. In the event that this Agreement is terminated under the provisions of this contract the total and complete compensation due the Consultant shall be as established by the County based on the County's determination of the percentage of work effort completed to date of termination.

SECTION 8 - PERFORMANCE SCHEDULE

Time is of the essence in this Agreement. The Consultant shall plan and execute the performance of all services provided for in this Agreement in such manner as to ensure their proper and timely completion in accordance with the following schedule:

1. The services to be rendered by the Consultant shall be commenced upon receipt from the County of written "NOTICE TO PROCEED."

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2. All project phases shall be completed on or before the milestone dates provided in the County approved project design schedule referenced in 2.3 E.
3. The Consultant shall not be held responsible for delays in the completion of the project design when the County causes such delays. The County reviews related to the above submittals shall not exceed 21 days.

SECTION 9 - AUTHORIZATION FOR CONTINGENT OR ADDITIONAL SERVICES

1. The contingency services provided for under this Agreement shall be performed only upon prior written authorization from the Director of Construction and Property Management or designee.
2. The additional services provided for under this Agreement shall be performed only upon approval of the County Administrator or Board of County Commissioners.
3. The Consultant shall perform no services contemplated to merit compensation beyond that provided for in this Agreement unless such services, and compensation, therefore, shall be provided for by appropriate written authorization or amendment(s) to this Agreement.

SECTION 10 - FIRMS AND INDIVIDUALS PROVIDING SUBCONSULTING SERVICES

The County reserves the right to review the qualifications of any and all subconsultants, and to reject any subconsultant in a proper and timely manner, deemed not qualified to perform the services for which it shall have been engaged. Any subconsultant not listed as part of the prime consultant's team at time of award must be approved by the Director of Purchasing prior to performing any service.

SECTION 11 - SATISFACTORY PERFORMANCE

All services to be provided by the Consultant under the provisions of this Agreement, including services to be provided by subconsultants, shall be performed to the reasonable satisfaction of the County's Director of Construction and Property Management or designee.

SECTION 12 - RESOLUTION OF DISAGREEMENTS

1. The County shall reasonably decide all questions and disputes, of any nature whatsoever, that may arise in the execution and fulfillment of the services provided for under this Agreement.
2. The decision of the County upon all claims, questions, disputes and conflicts shall be final and conclusive, and shall be binding upon all parties to this Agreement, subject to judicial review.

SECTION 13 - CONSULTANT'S ACCOUNTING RECORDS

1. Records of expenses pertaining to all services performed shall be kept in accordance with generally accepted accounting principles and procedures.
2. The Consultant's records shall be open to inspection and subject to examination, audit, and/or reproduction during normal working hours by the County's agent or authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the Consultant or any of his payees pursuant to the execution of the Agreement. These records shall include, but not be limited to, accounting records, written policies and procedures, subconsultant files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this Agreement. They shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. The County shall not audit payroll and expense records on task assignments paid by lump sum fee.
3. For the purpose of such audits, inspections, examinations and evaluations, the County's agent or authorized representative shall have access to said records from the effective date of the Agreement, for the duration of work, and until 5 years after the date of final payment by the County to the Consultant pursuant to this Agreement.
4. The County's agent or authorized representative shall have access to the Consultant's facilities and all necessary records in order to conduct audits in compliance with this Section. The County's agent or authorized representative shall give the Consultant reasonable advance notice of intended inspections, examinations, and/or audits.

AGREEMENT**SECTION 14 - OWNERSHIP OF PROJECT DOCUMENTS**

Upon completion or termination of this Agreement, all records, documents, tracings, plans, specifications, maps, evaluations, reports and other technical data, other than working papers, prepared or developed by the Consultant under this Agreement shall be delivered to and become the property of the County. The Consultant, at its own expense, may retain copies for its files and internal use. The County shall not reuse any design plans or specifications to construct another project at the same or a different location without the Consultant's specific written verification, adaptation or approval.

SECTION 15 - INSURANCE COVERAGE AND INDEMNIFICATION

1. The Consultant must maintain insurance in at least the amounts required in the Request for Qualification throughout the term of this contract. The contractor must provide a Certificate of Insurance in accordance with Insurance Requirements of the Request for Qualification, evidencing such coverage prior to issuance of a purchase order or commencement of any work under this Contract. See Section C Insurance Requirements – Attached
2. If the Consultant is an individual or entity licensed by the State of Florida who holds a current certificate of registration or is qualified under Chapter 481, Florida Statutes, to practice architecture or landscape architecture, under Chapter 472, Florida Statutes, to practice land surveying and mapping, or under Chapter 471, Florida Statutes, to practice engineering, and who enters into a written agreement with the County relating to the planning, design, construction, administration, study, evaluation, consulting, or other professional and technical support services furnished in connection with any actual or proposed construction, improvement, alteration, repair, maintenance, operation, management, relocation, demolition, excavation, or other facility, land, air, water, or utility development or improvement, the Consultant will indemnify and hold harmless the County, 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, or for any violation of requirements of the Americans with Disabilities Act of 1990, as may be amended, and all rules and regulations issued pursuant thereto (collectively the "ADA") of the Consultant and other persons employed or utilized by the Consultant in the performance of the Agreement.

SECTION 16 - EQUAL EMPLOYMENT OPPORTUNITY CLAUSE FOR CONTRACTS NOT SUBJECT TO EXECUTIVE ORDER 11246

In carrying out the contract, the Consultant shall not discriminate against employee or applicant for employment because of race, color, religion, sex or national origin.

SECTION 17 - INDEPENDENT CONTRACTOR STATUS AND COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986

Consultant acknowledges that it is functioning as an independent Consultant in performing under the terms of this Agreement, and it is not acting as an employee of County. Consultant acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, located at 8 U.S.C. Section 1324, et seq., and regulations relating thereto. Failure to comply with the above provisions of this contract shall be considered a material breach and shall be grounds for immediate termination of the contract.

SECTION 18 - PROHIBITION AGAINST CONTINGENT FEE

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

SECTION 19 - TRUTH IN NEGOTIATIONS

By execution of this Agreement, the Consultant certifies to truth-in-negotiations and that wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting. Further, the original contract amount and any additions thereto shall be adjusted to exclude any significant sums where the County determines the contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. Such adjustments must be made within 1 year following the end of the contract.

AGREEMENT**SECTION 20 - SUCCESSORS AND ASSIGNS**

The Consultant shall not assign, sublet, or transfer his interest in this Agreement without the written consent of the County.

SECTION 21 - INTEREST ON JUDGMENTS

In the event of any disputes between the parties to this Agreement, including without limitation thereto, their assignees and/or assigns, arising out of or relating in any way to this Agreement, which results in litigation and a subsequent judgment, award or decree against either party, it is agreed that any entitlement to post judgment interest, to either party and/or their attorneys, shall be fixed by the proper court at the rate of 5%, per annum, simple interest. Under no circumstances shall either party be entitled to pre-judgment interest. The parties expressly acknowledge and, to the extent allowed by law, hereby opt out of any provision of federal or state statute not in agreement with this paragraph.

SECTION 22 - TERMINATION OF AGREEMENT

1. The County reserves the right to cancel this Agreement, without cause, by giving 30 days prior written notice to the Consultant of the intention to cancel. Failure of the Consultant to fulfill or abide by any of the terms or conditions specified shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of County. Alternatively, at the County's discretion, the County may provide to Consultant 30 days to cure the breach. Where notice of breach and opportunity to cure is given, and Consultant fails to cure the breach within the time provided for cure, County reserves the right to treat the notice of breach as notice of intent to cancel the Agreement for convenience.
2. If County terminates the Agreement for convenience, other than where the Consultant breaches the Agreement, the Consultant's recovery against the County shall be limited to that portion of the Consultant's compensation earned through date of termination, together with any costs reasonably incurred by the Consultant that are directly attributable to the termination. The Consultant shall not be entitled to any further recovery against the County, including but not limited to anticipated fees or profit on work not required to be performed.
3. Upon termination, the Consultant shall deliver to the County all original papers, records, documents, drawings, models, and other material set forth and described in this Agreement.
4. In the event that conditions arise, such as lack of available funds, which in the County's opinion make it advisable and in the public interest to terminate this Agreement, it may do so upon written notice.

SECTION 23 - AGREEMENT TERM

1. This Agreement will become effective on the date of execution first written above and shall remain in effect for twelve hundred (1200) consecutive calendar days from the commencement date on the Notice to Proceed) unless terminated at an earlier date under other provisions of this Agreement, or unless extended for a longer term by amendment.

SECTION 24 - CONFLICT OF INTEREST

1. By accepting award of this Contract, the Consultant, which shall include its directors, officers and employees, represents that it presently has no interest in and shall acquire no interest in any business or activity which would conflict in any manner with the performance of services required hereunder, including as described in the Consultant's own professional ethical requirements. An interest in a business or activity which shall be deemed a conflict includes but is not limited to direct financial interest in any of the material and equipment manufacturers suppliers, distributors, or contractors who will be eligible to supply material and equipment for the project for which the Consultant is furnishing its services required hereunder.
2. If, in the sole discretion of the County Administrator or designee, a conflict of interest is deemed to exist or arise during the term of the contract, the County Administrator or designee may cancel this contract, effective upon the date so stated in the Written Notice of Cancellation, without penalty to the County.

SECTION 25 - ENTIRE AGREEMENT

This Agreement represents, together with all Exhibits and Appendices, the entire written Agreement between the County and the Consultant and may be amended only by written instrument signed by both the County and the Consultant.

AGREEMENT**SECTION 26 - PUBLIC ENTITY CRIMES**

Consultant is directed to the Florida Public Entity Crime Act, Fla. Stat. 287.133, and Fla. Stat. 287.135 regarding Scrutinized Companies, and Consultant agrees that its bid and, if awarded, its performance of the agreement will comply with all applicable laws including those referenced herein. Consultant represents and certifies that Consultant is and will at all times remain eligible to bid for and perform the services subject to the requirements of these, and other applicable, laws. Consultant agrees that any contract awarded to Consultant will be subject to termination by the County if Consultant fails to comply or to maintain such compliance.

SECTION 27 - PUBLIC RECORDS

Consultant acknowledges that information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes and Pinellas County public records policies. Contractor agrees that prior to providing services it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies, including but not limited to the Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the Consultant agrees to charge the County, and/or any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes, and County policy for locating and producing public records during the term of this Agreement.

CONTRACTOR'S DUTY:

If the contractor has questions regarding the application of Chapter 119, Florida Statutes, to the contractor's duty to provide public records relating to this agreement, the contractor shall contact:

**Pinellas County Board of County Commissioners
Purchasing and Risk Management Division
400 S. Ft. Harrison Ave, 6th Floor,
Clearwater, FL 33756**

**Public Records Liaison
Phone : 727-464-5139
Email : wharvey@pinellas.gov**

AGREEMENT

SECTION 28 - GOVERNING LAW AND AGREEMENT EXECUTION

This Agreement shall be governed by the laws of the State of Florida.

IN WITNESS WHEREOF, the parties herein have executed this Agreement as of the day and year first written above.

PINELLAS COUNTY, FLORIDA, a

CONSULTANT: Fleischman And Garcia Architects And Planners, AIA,
PA dba Fleischman Garcia Maslowski

Political subdivision of the State of

Florida, by and through its

Board Of County Commissioners

Chairman

Date: _____

ATTEST: Ken Burke, Clerk of the Circuit

Court

Deputy Clerk

Date: _____

Authorized Signature

Marcel Maslowski, AIA

Printed Authorized Signature

President

Title Authorized Signature

APPROVED AS TO FORM

By: Miles Belknap
Office of the County Attorney



**FEE PROPOSAL FOR
ARCHITECTURE & ENGINEERING SERVICES**

TO: Stephanie Muskus
smuskus@pinellas.gov
Pinellas County Department of Construction Services
Pinellas County Government
509 East Avenue South
Clearwater, FL 33756

FOR: East Lake Community Library Expansion

March 31ST, 2026

Dear Stephanie,

Fleischman Garcia Maslowski Architecture is pleased to present this professional services fee proposal to Pinellas County Government for the architecture and engineering design of the East Lake Community Library Expansion. We, truly, appreciate this opportunity to serve your interests for this project.

The project includes an approximately 8,000 SF, two-level expansion integrated with the existing facility, requiring careful coordination with prior building additions and systems.

Pinellas County has previously commissioned a Preliminary Design Study consisting of conceptual floor plans, site concepts, and renderings that establish a baseline program, spatial organization, and expansion strategy.

Our services shall include validation, refinement, and advancement of this preliminary design into a complete, constructible project, including all phases from concept validation through construction administration and project closeout.

PART I: SCOPE OF WORK

1. CONCEPT VALIDATION

Upon execution of the Agreement, the Architect will perform the following services:

- Identify stakeholders and define roles and responsibilities
- Define decision making procedures
- Identify community engagement process
- Review the County provided Preliminary Design Study with stakeholders
- Conduct workshops with stakeholders to:
 - Confirm project goals and operational requirements
 - Validate program needs and space allocations
 - Identify deficiencies, conflicts, or gaps in the study
- Evaluate feasibility of the proposed concepts including:
 - Two story expansion strategy
 - Integration with existing building structure and systems
 - Code compliance, ADA, and life safety requirements
 - Constructability and phasing within an occupied facility
- Field verify existing conditions
- Conduct a review of the applicable building codes and ordinances to determine effect on Project.

Deliverables:

- Design Validation Report to include:
 - Elements of the preliminary study that are accepted
 - Required revisions or enhancements
 - Impacts to cost, schedule, and constructability
 - Preliminary cost estimate

2. SCHEMATIC DESIGN

Based on the program requirements agreed, the Architect will perform Schematic Design services to include:

- Refine and develop the preliminary design into a coordinated schematic design solution
- Coordinate all disciplines to confirm feasibility

Deliverables:

- Schematic Design documents to include:
 - Updated floor plans and site plan
 - Preliminary building sections and massing
 - Phasing strategy for occupied construction
 - Preliminary structural and MEP system narrative
- Cost Estimate

3. DESIGN DEVELOPMENT

Upon receipt from the Client of the approved Schematic Design documents, the Architect will perform the following Design Development phase services:

- Develop all architectural, structural, and MEP systems
- Integrate interior design, finishes, and FF&E concepts
- Coordinate technology, acoustics, and specialty systems

- Address building systems modernization, integration with existing systems, detailed phasing and sequencing
- Update cost estimate

Deliverables:

- Design Development documents to include:
 - Floor plans
 - Exterior elevations
 - Building sections
 - Wall sections
 - Civil drawings
 - Structural drawings
 - MEP drawings
- Cost estimate

4. CONSTRUCTION DOCUMENTS

After the Client has approved the Design Development documents, the Architect's services shall be as follows:

- Preparation of a 50% complete set of Construction Documents to be used as "Pricing Drawings" for the Construction Manager to price. The Pricing Drawings will include the following:
 - Floor Plans
 - Reflected Ceiling Plans
 - Roof Plans
 - Interior Finish Plans
 - Building Exterior Elevations
 - Building Sections
 - General Wall Sections
 - Structural Foundation Plan and Framing Plan
 - MEP/FP scope documents
- Preparation of the final 100% complete construction documents of the approved Conceptual Design to include drawings, details, schedules, notes, and specifications to convey information to construct the Project. The 100% Construction Drawings deliverable will include the following:
 - Floor Plans
 - Reflected Ceiling Plans
 - Roof Plans
 - Interior Finish Plans
 - Building Exterior Elevations
 - Building Sections
 - Wall Sections
 - Plan and Building Details
 - Interior Elevations and Details
 - Door and Window Schedules
 - Civil Engineering Documents
 - Structural Engineering Drawings
 - Mechanical Engineering Drawings
 - Plumbing Engineering Drawings
 - Electrical Engineering Drawings
 - Fire Protection Drawings
 - Technology Drawings
 - Written Specifications Book

- Attend meeting(s) and coordinate with the project team and local building department officials to ensure that all codes and documentation requirements have been addressed to obtain permit for construction.

5. PERMITTING AND BIDDING

- Coordinate submission of Construction Documents to the appropriate authorities having jurisdiction (AHJ) through the Pinellas County electronic permitting system.
- Respond to plan review comments and revise documents as required for permit approval
- Attend meetings and coordinate with County staff and permitting agencies to facilitate timely approval.
- Respond to questions from bidders and issue addenda.
- Receive and process sealed bids from qualified contractors.
- Conduct a bid opening and review of the bids with the Owner and make recommendations to the Owner on the best qualified bid to provide construction services.

6. CONSTRUCTION ADMINISTRATION

Upon issuance of authorization to proceed with construction by the Client, the Architect shall perform the following services:

- Attend site visits as scheduled during the construction of the Project. The visits will be performed to observe the progress of the work in accordance with the Construction Documents.
- Prepare a written Field Report to report on the observations of each site visit and to update the Client on the status of the Project.
- Review and make recommendations to the Owner for approval of monthly applications for payment from the General Contractor.
- Review of required shop drawings
- Respond to RFI's from the contractor
- Conduct a punch list site visit and prepare a punch list of items to be completed and corrected at the time of substantial completion.
- Participate in the final walk-through upon completion of the punch list.
- Review and return of shop drawings and product data.

7. RECORD DOCUMENTS

- Prepare Record Drawings based on Contractor-provided redline markups, approved submittals, RFIs, and change orders.
- Incorporate documented field changes made during construction into the final drawing set.
- Update key sheets including:
 - Architectural plans, sections, and details
 - Structural drawings (as applicable)
 - MEP/FP systems layouts
 - Site and civil improvements

8. ADDITIONAL SERVICES

a. INTERIOR DESIGN

Upon receipt from the Client of the approved Schematic Design documents, the Architect shall perform the following services not included in Basic Services:

- i. Select and specify interior finish materials and sample selections to illustrate the design intent.
- ii. Develop preliminary interior floor plans, reflected ceiling plans, finish plans, and elevation sketches to illustrate the design intent of specific elements in the plan that cannot be depicted clearly on the floor plan.
- iii. Present interior floor, wall and ceiling finishes, materials and colors with sample materials and visual associations for Client's review and comments.
- iv. Integrate Client's comments, provided they do not alter the original project scope (floor plans, power plans, preliminary reflected ceiling plans, finish plans, sketch elevations and details) into the final design development concept.
- v. Review documents with Client.

b. FIXTURES, FURNISHINGS AND EQUIPMENT SELECTION & SPECIFICATION

Upon receipt of the executed approval from the Client of the Design Development Phase documents and notice to proceed, the Architect will perform and implement the furnishing and equipment design services package as follows:

- i. Prepare a furniture plan showing new furniture to be purchased.
- ii. Provide design guidance and assist in the selection of furniture to ensure alignment with the overall project design intent, aesthetics, and functional requirements.
- iii. Review and provide input on furniture specifications and product selections prepared by the Client's furniture vendor.
- iv. Coordinate with the Client's furniture vendor regarding furnishing and equipment selections, layouts, and integration into the project.
- v. Coordinate with the Client's furniture consultant new Furnishing and Equipment specifications.
- vi. Coordinate documents from engineers and other consultants pertinent to furniture layout and installation.
- vii. Review vendor submittals and acknowledgments for general conformance with the design intent.
- viii. Coordinate with the Client's furniture vendor and contractor(s) regarding manufacturing, delivery, and installation schedules.

ASSUMPTIONS:

- Life Cycle Cost and Federal DOE Energy Analysis not included
- Graphic and signage design not included
- Documents prepared for Alternate Bids or multiple construction contracts not included
- Prolonged Construction Contract Administration services (45 calendar days past approved Final Completion date) not included
- Project representation during Construction beyond bi-weekly not included
- Substantive changes to scope, size or complexity (more than 20%) after programming may require scope and fee adjustments
- The project scope is based on information provided in the RFQ and Preliminary Design Study; significant deviations may require scope and fee adjustments
- Reproduction / printing costs requested by Client not included
- Project will be designed to align with LEED certifiable principles; formal LEED or Green Globe certification services are not included.
- Permit fees not included
- Discovery of unforeseen conditions may require additional services and schedule adjustments
- The following items identified in the Preliminary Design Study are not included in the base scope or fee:

- Two-level or structured parking garage design, including feasibility, engineering, or documentation
 - Library use as a disaster relief or emergency operations center
- Technology design is limited to coordination and layout of devices within the architectural and engineering documents, including:
 - Data/voice outlet locations
 - Wi-fi access point locations
 - Security device locations (as directed)
- Specifications, system design, engineering, and performance criteria for technology systems will be provided by the County and its technology vendor. Consultant is not responsible for performance, coordination, or integration of systems designed by others.
- Geotechnical engineering: a total of 4 Standard Penetration Test borings to a depth of 25 feet, a total of 5 seasonal high hand auger borings, one Double Ring Infiltration, shallow foundation analysis
- Photovoltaic design is limited to coordination. Engineering to be completed by vendor.
- Phasing and temporary conditions will be developed at a conceptual level; detailed construction means, methods, and temporary facilities are the responsibility of the Contractor.
- No structural peer review or forensic investigation included
- Subsurface Utility Engineering Services not included
- Archaeological Investigation Services not included
- Preparation of wetland mitigation and/or conservation plans not included
- Gopher tortoise permitting and/or relocation services not included
- Construction testing services not included

PART II: COMPENSATION

Compensation for services listed in Part I: Scope of Work is as follows:

PHASE	DISCIPLINE	FEE	BASIS
CONCEPT VALIDATION			
	Architecture	\$ 21,205	
	Mechanical/Electrical/Plumbing	\$ 2,500	
	Structure	\$ 1,000	
	Survey	\$ 23,951	
	Cost Estimating	\$ 4,840	
	Subtotal	\$ 53,496	Lump Sum
SCHEMATIC DESIGN			
	Architecture	\$ 49,478	
	Mechanical/Electrical/Plumbing	\$ 11,000	
	Structure	\$ 2,775	
	Civil Engineering	\$ 12,485	
	Landscape and Irrigation Design	\$ 3,399	
	Acoustical Engineering	\$ 2,400	
	Cost Estimating	\$ 7,040	
	Subtotal	\$ 88,577	Lump Sum

DESIGN DEVELOPMENT

Architecture	\$	70,682
Mechanical/Electrical/Plumbing	\$	14,500
Structure	\$	3,700
Civil Engineering	\$	12,485
Landscape and Irrigation Design	\$	2,750
Acoustical Engineering	\$	5,200
Cost Estimating	\$	7,920
Geotechnical Engineering	\$	15,464

Subtotal	\$	132,701	Lump Sum
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50% CONSTRUCTION DOCUMENTS

Architecture	\$	70,682
Mechanical/Electrical/Plumbing	\$	14,500
Structure	\$	7,400
Civil Engineering	\$	8,223
Landscape and Irrigation Design	\$	3,850
Acoustical Engineering	\$	2,600
Cost Estimating	\$	-

Subtotal	\$	107,255	Lump Sum
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100% CONSTRUCTION DOCUMENTS

Architecture	\$	63,614
Mechanical/Electrical/Plumbing	\$	14,500
Structure	\$	7,400
Civil Engineering	\$	8,223
Landscape and Irrigation Design	\$	3,850
Acoustical Engineering	\$	-
Cost Estimating	\$	-

Subtotal	\$	97,586	Lump Sum
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PERMITTING AND BIDDING

Architecture	\$	14,136
Mechanical/Electrical/Plumbing	\$	3,750
Structure	\$	925
Civil Engineering	\$	3,300
Landscape and Irrigation Design	\$	1,925
Acoustical Engineering	\$	1,200

Subtotal	\$	25,236	Lump Sum
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CONSTRUCTION ADMINISTRATION

Architecture	\$	63,614
Mechanical/Electrical/Plumbing	\$	14,500
Structure	\$	3,700
Civil Engineering	\$	16,335
Landscape and Irrigation Design	\$	3,300
Acoustical Engineering	\$	2,400

Subtotal	\$	103,849	Lump Sum
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RECORD DOCUMENTS

Architecture	\$	7,000
Mechanical/Electrical/Plumbing	\$	1,000
Structure	\$	600
Civil Engineering	\$	3,740
Landscape and Irrigation Design	\$	550

Subtotal	\$	12,890	Lump Sum
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TOTAL	\$	621,590
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ADDITIONAL SERVICES

INTERIOR DESIGN	\$	49,914	Lump Sum
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FF&E SELECTION & SPECIFICATION	\$	21,629	Lump Sum
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ENVIRONMENTAL SERVICES:

WETLAND DELINEATION & LISTED SPECIES SURVEY	\$	3,410	Lump Sum
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ENVIRONMENTAL LETTER REPORT	\$	2,420	Lump Sum
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ENVIRONMENTAL PERMITTING ASSISTANCE	\$	5,830	Lump Sum
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TRAFFIC ENGINEERING SERVICES	\$	11,000	Lump Sum
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PV DESIGN	\$	2,200	Lump Sum
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GENERATOR SYSTEM	\$	2,200	Lump Sum
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TOTAL ADDITIONAL SERVICES	\$	98,603
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CONTINGENCY

\$	50,000
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PART III: PROJECT SCHEDULE

The following durations are estimated based on the information provided in the RFP:

1. CONCEPT VALIDATION: 6 weeks
2. SCHEMATIC DESIGN: 8 weeks
3. DESIGN DEVELOPMENT: 10 weeks
4. CONSTRUCTION DOCUMENTS
 - a. 50% CDs: 8 weeks
 - b. 100% CDs: 8 weeks
5. PERMITTING: 6-10 weeks (estimated)
6. BIDDING: 4-6 weeks
7. CONSTRUCTION ADMINISTRATION: 12-14 months (estimated)

EXHIBIT B



FleischmanGarciaMaslowksi
ARCHITECTURE | PLANNING | INTERIORS

SCHEDULE OF RATE VALUES

FleischmanGarciaMaslowksi - ARCHITECTURE

Principals

Chief Executive Officer	\$295.00/hr.
President	\$250.00/hr.

<u>Senior Managing Principals</u>	\$170.00/hr.
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<u>Managing Principals</u>	\$170.00/hr.
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<u>Architects</u>	\$150.00/hr.
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<u>Project Manager</u>	\$150.00/hr.
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<u>Senior Project Designer</u>	\$140.00/hr.
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<u>Project Designers</u>	\$110.00/hr.
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<u>Jr. Project Designers</u>	\$ 80.00/hr.
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<u>Registered Interior Designer</u>	\$130.00/hr.
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<u>Project Interior Designers</u>	\$ 90.00/hr.
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<u>Administrative – Director of Marketing</u>	\$ 90.00/hr.
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<u>Administrative – Information Technology</u>	\$ 90.00/hr.
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<u>Administrative – General</u>	\$ 60.00/hr.
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Architectural Engineering Incorporated - MECHANICAL / ELECTRICAL / PLUMBING / FIRE PROTECTION / TECHNOLOGY

Senior Engineer	\$200.00/hr.
Engineer	\$150.00/hr.
Designer	\$ 90.00/hr.
Administrative Assistant	\$ 75.00/hr.



FleischmanGarciaMaslowski
ARCHITECTURE | PLANNING | INTERIORS

Beckley Engineering Consultants - STRUCTURAL

Principal	\$225.00/hr.
Project Engineer	\$175.00/hr.
Technician/CAD Operator	\$ 85.00/hr.
Administrative	\$ 75.00/hr.

Coastal Design Consultants - CIVIL ENGINEERING

Engineering

Principal Engineer	\$250.00/hr.
Senior Project Engineer/Manager	\$200.00/hr.
Project Engineer/Manager	\$175.00/hr.
Project Engineer	\$150.00/hr.

Civil/Design/Drafting

Civil Engineering Technician (Senior Level)	\$150.00/hr.
Civil Engineering Technician (Mid Level)	\$125.00/hr.
Civil Engineering Technician (Entry Level)	\$100.00/hr.
CADD Operator	\$ 75.00/hr.

Construction Phase Services

Senior Project Engineer/Manager	\$200.00/hr.
Field Services Manager	\$185.00/hr.
Project Engineer/Manager	\$175.00/hr.
Senior Field Technician	\$150.00/hr.
Field Technician	\$125.00/hr.

Support Personnel

Project Administrator	\$125.00/hr.
Permitting Coordinator / Administrative Assistant	\$100.00/hr.
General Clerical	\$ 75.00/hr.

Dark Moss - LANDSCAPE ARCHITECTURE

Project Landscape Architect	\$220.00/hr.
Design Staff II	\$127.00/hr.
Consulting Arborist I	\$180.00/hr.



FleischmanGarciaMaslowski
ARCHITECTURE | PLANNING | INTERIORS

Northwest Surveying Inc. - SURVEY

SUR Chief Surveyor	\$253.36/hr.
SUR Survey/GIS/SUE Analyst 3	\$130.20/hr.
Secretary/Clerical	\$105.99/hr.
SUR Crew Chief	\$100.75/hr.
SUR Instrument Operator	\$ 75.14/hr.
SUR Rod Person	\$ 60.45/hr.

Arhena Engineering - GEOTECHNICAL ENGINEER

Principal Engineer	\$297.00/hr.
Chief Engineer	\$266.00/hr.
Senior Engineer	\$250.00/hr.
Project Manager	\$186.00/hr.
Engineer	\$197.00/hr.
Professional Geologist	\$149.00/hr.
Engineer Intern	\$128.00/hr.
CADD/Computer Technician	\$117.00/hr.
Senior Inspector	\$111.00/hr.
Senior Engineering Technician	\$ 96.00/hr.
Inspector	\$ 85.00/hr.
Engineering Technician	\$ 74.00/hr.
Technical Secretary	\$ 85.00/hr.
Secretary/Clerical	\$ 69.00/hr.

Keane Acoustics - ACOUSTICAL ENGINEER

Acoustical Engineer	\$200/hr.
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Construction Consultants & Associates - COST ESTIMATOR

Cost Estimator	\$200/hr.
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EXHIBIT C – INSURANCE REQUIREMENTS**EXHIBIT C – INSURANCE REQUIREMENTS****1. INSURANCE**

The Vendor shall obtain and maintain, and require any sub-contractors to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. For projects with a Completed operations exposure, Vendor shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better.

Vendor shall provide certificate that is compliant with the insurance requirements. If the certificate received is compliant, no further action may be necessary. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **The Certificate holder section shall indicate Pinellas County, a Political Subdivision of the State of Florida, 400 S Fort Harrison Ave, Clearwater, FL 33756. Pinellas County, a Political Subdivision of the State of Florida shall be named as an Additional Insured for General Liability. A Waiver of Subrogation for Workers Compensation shall be provided if Workers Compensation coverage is a requirement.**

- A. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. The County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the contract period.

If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the work, you will be notified by CTrax, the authorized Vendor of Pinellas County. Upon notification, renewal certificate(s) of Insurance and endorsement(s) should be furnished to Pinellas County Risk Management at InsuranceCerts@pinellas.gov and to CTrax c/o MDi Data at PinellasSupport@jdidata.com by the Vendor or their agent prior to the expiration date.

- 1) The Vendor shall also notify the County within seventy-two (72) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Vendor from its insurer. Notice shall be given by email to Pinellas County Risk Management at InsuranceCerts@pinellas.gov. Nothing contained herein shall absolve Vendor of this requirement to provide notice.

- 2) Should the Vendor, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement.

- B. If subcontracting is allowed under this Agreement, the Vendor shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below. All subcontracts between the Vendor and its subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall:

SECTION C – INSURANCE REQUIREMENTS

- 1) Require each subcontractor to be bound to the Vendor to the same extent the Vendor is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor.
- 2) Provide for the assignment of the subcontracts from the Vendor to the County at the election of Owner upon termination of the Contract.
- 3) Provide that County will be an additional indemnified party of the subcontract;
- 4) provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability.
- 5) Provide a waiver of subrogation in favor of the County.
- 6) Assign all warranties directly to the County.
- 7) Identify the County as an intended third-party beneficiary of the subcontract. The Vendor shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Exhibit B and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.

C. Each insurance policy and/or certificate shall include the following terms and/or conditions:

- 1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County.
- 2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Vendor.
- 3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
- 4) All policies shall be written on a primary, non-contributory basis.

SECTION C – INSURANCE REQUIREMENTS

The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

- 1) **Workers’ Compensation Insurance** Worker’s Compensation Insurance is required if required pursuant to Florida law. If, pursuant to Florida law, Worker’s Compensation Insurance is required, employer’s liability, also known as Worker’s Compensation Part B, is also required in the amounts set forth herein.

Limits

Employers’ Liability Limits	Florida Statutory
Per Employee	\$ 500,000
Per Employee Disease	\$ 500,000
Policy Limit Disease	\$ 500,000

If Vendor/Contractor is not required by Florida law, to carry Workers Compensation Insurance in order to perform the requirements of this Agreement, County Waiver Form for workers compensation must be executed, submitted, and accepted by Risk Management. Failure to obtain required Worker’s Compensation Insurance without submitting and receiving a waiver from Risk Management constitutes a material breach of this Agreement.

- 2) **Commercial General Liability Insurance** includes, but not limited to, Independent Vendor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury.

Limits

Combined Single Limit Per Occurrence	\$ 1,000,000
Products/Completed Operations Aggregate	\$ 2,000,000
Personal Injury and Advertising Injury	\$ 1,000,000
General Aggregate	\$ 2,000,000

- 3) **Professional Liability (Errors and Omissions) Insurance** with at least minimum limits as follows. If “claims made” coverage is provided, “tail coverage” extending three (3) years beyond completion and acceptance of the project with proof of “tail coverage” to be submitted with the invoice for final payment. In lieu of “tail coverage”, Proposer may submit annually to the County, for a three (3) year period, a current certificate of insurance providing “claims made” insurance with prior acts coverage in force with a retroactive date no later than commencement date of this contract.

Limits

Each Occurrence or Claim	\$ 2,000,000
General Aggregate	\$ 2,000,000

For acceptance of Professional Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Professional Liability and other coverage combined.

- 4) **Property Insurance** Vendor will be responsible for all damage to its own property, equipment and/or materials.