

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

RFP TITLE: 23-0181-RFP-CCNA-Non-Continuing

**RFP CONTRACT NO. Architectural Services for Palm Harbor Community Services Agency Recreation Center –
Professional Consulting Services**

NON-CONTINUING FIRM: Wannemacher Jensen Architects, Inc

AGREEMENT

TABLE OF CONTENTS

TABLE OF CONTENTS 2

SECTION 1 - INTENT OF AGREEMENT 4

SECTION 2 - SCOPE OF PROJECT 5

 1. PROJECT DESCRIPTION AND PROFESSIONAL REQUIREMENTS 5

 2. PROJECT PHASES 5

 3. CONSULTING RESPONSIBILITIES 5

 4. GENERAL DESIGN CONDITIONS 6

 5. GOVERNING SPECIFICATIONS REGULATIONS AND PERTINENT DOCUMENTS 6

SECTION 3 - SERVICES TO BE FURNISHED BY THE CONSULTANT 7

 1. SERVICES 7

 2. BIDDING PHASE 7

 3. CONSTRUCTION PHASE 7

 4. PROVISIONS RELATED TO ALL PHASES 8

 5. PERMIT APPLICATIONS AND APPROVALS 9

 6. COORDINATION WITH UTILITY SERVICES AND AFFECTED PUBLIC AGENCIES 9

SECTION 4 - SERVICES TO BE FURNISHED BY THE COUNTY 9

SECTION 5 - PRESENTATIONS, PUBLIC MEETINGS AND TECHNICAL LIAISON 10

SECTION 6 - PAYMENT GUIDELINES AND CATEGORY OF SERVICES 10

 1. BASIC SERVICES 10

 2. OPTIONAL SERVICES 10

 3. CONTINGENCY SERVICES 10

 4. ADDITIONAL SERVICES 10

 5. INVOICING 10

SECTION 7 - COMPENSATION TO THE CONSULTANT 11

SECTION 8 - PERFORMANCE SCHEDULE 12

SECTION 9 - AUTHORIZATION FOR CONTINGENT OR ADDITIONAL SERVICES 12

SECTION 10 - FIRMS AND INDIVIDUALS PROVIDING SUBCONSULTING SERVICES 13

SECTION 11 - SATISFACTORY PERFORMANCE 13

SECTION 12 - RESOLUTION OF DISAGREEMENTS 13

SECTION 13 - CONSULTANT’S ACCOUNTING RECORDS 13

SECTION 14 - OWNERSHIP OF PROJECT DOCUMENTS 13

SECTION 15 - INSURANCE COVERAGE AND INDEMNIFICATION 13

SECTION 16 - EQUAL EMPLOYMENT OPPORTUNITY CLAUSE FOR CONTRACTS NOT SUBJECT TO EXECUTIVE ORDER 11246 14

SECTION 17 - INDEPENDENT CONTRACTOR STATUS AND COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986 14

SECTION 18 - PROHIBITION AGAINST CONTINGENT FEE 14

SECTION 19 - TRUTH IN NEGOTIATIONS 14

SECTION 20 - SUCCESSORS AND ASSIGNS 14

AGREEMENT

SECTION 21 - INTEREST ON JUDGMENTS 14

SECTION 22 - TERMINATION OF AGREEMENT 15

SECTION 23 - AGREEMENT TERM 15

SECTION 24 - CONFLICT OF INTEREST 15

SECTION 25 - ENTIRE AGREEMENT 15

SECTION 26 - PUBLIC ENTITY CRIMES 15

SECTION 27 - PUBLIC RECORDS 15

SECTION 28 - GOVERNING LAW AND AGREEMENT EXECUTION 17

EXHIBIT A 18

Scope of Services 18

EXHIBIT B 39

Hourly Rate Sheet 39

EXHIBIT C 41

Insurance Requirements 41

SECTION 1 - INTENT OF AGREEMENT

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES FOR CONSTRUCTION SERVICES DEPARTMENT

This Agreement entered into on the 16th day of January 2024 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 Wannemacher Jensen Architects, Inc with offices in St. Petersburg, FL hereinafter referred to as the consultant.

WITNESSETH, that:

WHEREAS, Pinellas County, herein referred to as the County, requires 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 Palm Harbor Community Service Agency Pinellas County, Florida

WHEREAS, the County desires the Consultant provide professional consulting 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:

All required permits shall be obtained by the engineering consultant. Plans shall be prepared in accordance with Autocad/Revit Pinellas County Requirements. Exhibit A, Scope of Services is attached.

Required Deliverables

- Autocad/Revit file of construction plans and for each transmittal phase. The plans shall be provided electronically, plus paper prints, as required by the authority having jurisdiction, signed and sealed by a Professional Architect/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.

AGREEMENT**4. GENERAL DESIGN CONDITIONS**

1. The Consultant shall coordinate and solicit appropriate input, with the knowledge of the County.
2. All design data, plans, and drawings shall be delivered electronically and or on travel drives formatted to current version of Autocad or Revit, 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 1 copy 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:

AGREEMENT

- i. fail to acknowledge receipt of the notice within 30 days of receipt of the Notice;
- 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 by Pinellas County and subject Supplier to section 15 of this Agreement, "Indemnification."

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 and change orders.
5. Review for correctness Contractors pay requests for the County.

AGREEMENT

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. 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. Digital file and one copy 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

AGREEMENT

- 3) Structural calculations.
 - 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

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.

AGREEMENT

- 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 Construction Services Department 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.

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 Construction Services Department or designee.

3. CONTINGENCY SERVICES

When authorized in writing by the County's Construction Services Department 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.

AGREEMENT

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, Derek Weaver.

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
 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:

An Estimated Lump Sum Fee of: \$ 41,005.40 for the Task 1 - Conceptual Design and Conceptual Cost Opinion Phase of the project.

An Estimated Lump Sum Fee of: \$131,721.20 for the Task 2 - Schematic Design Phase of the project.

An Estimated Lump Sum Fee of: \$219,856.60 for the Task 3 - Design Development Phase of the project.

An Estimated Lump Sum Fee of: \$334,334.40 for the Task 4 - Construction Documents Phase of the project.

An Estimated Lump Sum Fee of: \$ 17,626.45 for the Task 5 - Assistance with Permitting/Bidding Phase of the project

An Estimated Lump Sum Fee of: \$175,283.60 for the Task 6 - Construction Administration Phase of the project

An Estimated Lump Sum Fee of: \$ 57,767.00 for the Task 7 - Civil Engineering Phase of the project

An Estimated Lump Sum Fee of: \$ 8,741.20 for the Task 8 - Landscape and Irrigation Phase of the project

An Estimated Lump Sum Fee of: \$ 1,593.00 for the Task 9 - County Commission Presentation Phase of the project

AGREEMENT

- An Estimated Lump Sum Fee of: \$ 1,593.00 for the Task 10 - Public Meeting/Presentation Phase of the project
- An Estimated Lump Sum Fee of: \$ 25,821.60 for the Task 11 - Interior Design & Furniture Phase of the project
- An Estimated Lump Sum Fee of: \$ 47,097.05 for the Task 12 - AV/IT/Security Design Phase of the project
- An Estimated Lump Sum Fee of: \$ 12,522.80 for the Task 13 - Fire Alarm & Fire Protection Phase of the project
- An Estimated Lump Sum Fee of: \$ 13,662.00 for the Task 14 - Cost Estimating Phase of the project
- An Estimated Lump Sum Fee of: \$ 41,527.20 for the Task 15 - Threshold Inspections Phase of the project
- An Estimated Lump Sum Fee of: \$ 14,509.20 for the Task 16 - Surveying Phase of the project
- An Estimated Lump Sum Fee of: \$ 8,416.40 for the Task 17 - Geotechnical Engineering Phase of the project
- An Estimated Lump Sum Fee of: \$ 22,793.60 for the Task 18 - Food Service Design Phase of the project
- An Estimated Lump Sum Fee of: \$ 3,093.65 for the Task 19 - Photorealistic Renderings Phase of the project

The above fees shall constitute the estimated total not to exceed amount of **(\$1,178,965.35)** 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 OPTIONAL 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: **(\$58,948.27)** for the Task 7.2 of the project
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 (\$NA) for all assignments performed.
4. Total agreement not-to-exceed amount **(\$1,237,913.62)**.
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."
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 County's Construction Services Department 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.

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 sub-consultants, shall be performed to the reasonable satisfaction of the County's Construction Services Department 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.

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 Proposal throughout the term of this contract. The contractor must provide a Certificate of Insurance in accordance with Insurance Requirements of the Request for Proposal, evidencing such coverage prior to issuance of a purchase order or commencement of any work under this Contract. See Section C Insurance Requirements – Attached

AGREEMENT

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.

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.

AGREEMENT**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 730 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.

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

AGREEMENT

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: 727-464-3237

Email: mcchartier@pinellas.gov


AGREEMENT

SECTION 28 - GOVERNING LAW AND AGREEMENT EXECUTION

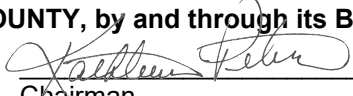
This Agreement shall be governed by the laws of the State of Florida.

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

FIRM: Wannemacher Jensen Architects, Inc.


By: 
Print Name: Jason Jensen
Title: President
Date: 11/29/2023

PINELLAS COUNTY, by and through its Board of County Commissioners


By: 
Chairman
Date: January 16, 2024.



ATTEST: Ken Burke, Clerk of the Circuit Court

By: 
Deputy Clerk
Date: January 16, 2024.

APPROVED AS TO FORM

By: 
Office of the County Attorney



Tim Lewallen, AIA, NCARB, LEED AP
Senior Registered Architect
Pinellas County Department of Construction Services
Pinellas County Government
509 East Avenue South
Clearwater, FL 33756

October 2, 2023

Ref: Architectural and Engineering Design Services Agreement for the Palm Harbor Community Services Agency Recreation Center

Dear Tim,

Wannemacher Jensen Architects, Inc. (WJA) is pleased to submit this proposal to provide Services for the Palm Harbor Community Services Agency Recreation Center. This proposal is based upon the following assumptions.

Project Description/Information

Location:

1500 16th Street, Palm Harbor, FL

Project's Objective:

The Pinellas County Board of County Commissioners, on behalf of the Building Design and Construction Department, is seeking the services of a professional architectural consulting firm qualified to develop plans and specifications, cost estimates, and perform all other professional architectural consulting services as may be requested during the construction of a new 25,000 square foot recreation center in Palm Harbor. The new recreation center will replace existing building next to the Senior Centre on the 16th Street campus and is ideally situated to serve as an at-risk shelter during hurricane evacuations.

Project Information:

The County's requirements and wish list for the project include the following:

- Provide a main entrance between the two existing buildings to be able to tie them together.
- Design the new building as a hurricane shelter.
- New gym with elevated track. The gym will house basketball, volleyball, pickleball, etc.
- A new kitchen in the hardened portion of the building to serve the shelter and possibly a concession for the playfields.
- Classrooms that allow for flexibility
- Offices
- Restrooms

The County will provide existing plans of the buildings.

Scope of Services

Task 1: Conceptual Design

The Architect will assist the County to establish the project goals, size, budget, and objectives to provide a clear scope of work for the full design and documentation for the Project.

The Architect will:

1. Coordinate and attend up to three (3) meetings with the Client.
2. Review the information provided by the Client.
3. Review the site conditions.
4. Review laws, codes, and regulations applicable to the Project.
5. Prepare a program of spaces for individual spaces and rooms.
6. Develop a conceptual site plan.
7. Provide a conceptual floor plan design.
8. Provide a conceptual cost opinion.

Scope of Basic Services

The Basic Services below consist of the usual and customary Schematic Design, Design Development, Construction Documents, Permitting/Bidding, and Construction Administration for architectural, structural, mechanical, electrical, and plumbing engineering services. Services not set forth in the Scope of Basic Services are considered Supplemental Services.

Task 2: Schematic Design

Based upon a Client provided approved program of spaces, the Architect will prepare Schematic Design Documents for review and approval. The documents will consist of items necessary to convey the nature of the schematic approach, including an architectural site plan, preliminary building plans and other drawings as needed by Architect for Client review and feedback.

The Architect will:

1. Coordinate and attend a kick-off meeting to discuss and reach an understanding of the Client's Project requirements.
2. Review the program and other information provided by the Client, review laws, codes, and regulations applicable to the Project.
3. Evaluate the Client provided program, schedule, budget for the Cost of Work, Project site, and other information pertinent to the requirements of the Project.
4. Coordinate and attend up to three progress meeting(s).
5. Prepare one Schematic concept consisting of a site plan, preliminary building plan, sections and elevations required to develop and coordinate the schematic scope of work.
6. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.
7. Submit Schematic Design Documents for Client's review and approval.

Task 3: Design Development

Based upon the Client's approval of the Schematic Design Documents, the Architect will prepare Design Development Documents for review and approval. The Design Development Documents will consist of items necessary to illustrate and describe the development of the schematic design,

Palm Harbor Community Services Agency Recreation Center
October 2, 2023

including building plans, sections, elevations, and diagrammatic layouts of building systems necessary to convey the character of the project.

The Architect will:

1. Coordinate structural, mechanical and electrical systems with engineering design consultants as needed to meet the project requirements.
2. Prepare developed plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems.
3. Coordinate and attend up to three progress meeting(s).
4. Outline specifications that identify the major materials and systems.
5. Submit Design Development Documents for Client's approval.

Task 4: Construction Documents

Based upon the Client's approval of the Design Development Documents, the Architect will prepare Construction Documents for review and approval. The Construction Documents will illustrate and describe the further development of the approved Design Development Drawings and will consist of detailed Drawings and Specifications that describe requirements for the construction of the work. The Construction Documents will be used for the purpose of bidding, permitting, and construction.

The Architect will:

1. Meet and coordinate systems with engineering design consultants.
2. Coordinate and attend up to three progress meeting(s).
3. Incorporate the design requirements of governmental authorities having jurisdiction over the Project
4. Prepare a set of Construction Documents including detailed design plans, detailed building system plans, specifications identifying materials, systems and their respective standard of quality.
5. Submit Final Construction Documents to Client

Task 5: Assistance with Permitting/Bidding

Following the submission of the Construction Documents for Client's approval, the Architect will assist the Client/Contractor with permitting and obtaining bids from Contractors/subcontractors.

The Architect will:

1. Provide Signed and Sealed document sets for the building permit
2. Respond to questions, provide clarifications, and modify documents as required in response to Permit Review comments
3. Assist the Client/Contractor with preparation and distribution of bid documents.
4. Respond to questions and provide clarifications and interpretations of the Construction Documents to Client/Contractor and prospective subcontractors.

Task 6: Construction Administration

The Architect will provide construction oversight to review if the project is being performed in accordance with the Construction Documents. The Architect will assist the Contractor when conflicts or clarifications are needed. The Architect will make periodic site visits to observe construction and follow the progress.

The Architect will:

1. Review and certify Contractor's pay applications based on the Architect's best knowledge of the information and data available to Architect.
2. Attend site visits/meetings at the project site to evaluate the progress of Construction.
 - a. It is anticipated that all site visits and meetings will be completed concurrently.
3. Review and respond to the contractor's submittals and shop drawings.
4. Review and respond to the contractor's requests for information (RFIs).
5. Provide telephone and email correspondence as necessary.
6. Attend one Substantial Completion walk-through.
7. Attend one Final Completion Walk-Through.
8. Review and respond to the Contractor's prepared as-built drawings.

A construction duration not exceeding 18 months is anticipated based on the project information. Up to 18 site visits/meetings at the Project site are included.

Supplemental Services

The following services are not included in Basic Services but may be required for the Project or requested by the Client.

Task 7: Civil Engineering

It is expected the new potable water, fire and wastewater connections will be needed for this project. If offsite upgrades are needed for these systems, this would be considered as additional services. We would expect that a sanitary lift station would be needed for this project. We would provide necessary modification and connections to the storm drainage system.

If offsite storm drainage or wastewater collection system improvements are required as part of this project, or coordination with Pinellas County to upgrade the County-maintained drainage systems or wastewater collection systems is needed, this would be considered additional services.

PRELIMINARY DESIGN

Meetings with Client

Attend meetings with the client to review the preliminary design phase documents prepared by the team.

Regulatory Agency Meeting

Attend all regulatory agency meetings required to obtain agency approval on all regulatory applications related to the preliminary design phase.

Preliminary Site Plan

Upon receipt of an approved conceptual site plan from the Owner, the Engineer shall prepare a preliminary site plan containing the following:

- A. name of project
- B. name of project's planner, engineer and/or architect
- C. name of owner, date, north arrow and scale
- D. exterior boundaries for the property as derived from a boundary survey
- E. street names, building designations, easements, and section lines derived from a boundary survey
- F. location of all proposed buildings, structures, access drives, traffic flow areas, and trash collection areas

Palm Harbor Community Services Agency Recreation Center
October 2, 2023

G. site summary showing project site area, percentage of building coverage, percentage impervious, parking required and parking provided

Preliminary Stormwater Management Plan

The Engineer shall prepare a preliminary on-site stormwater management plan containing the following:

- A. location of proposed on-site water quality stormwater management facilities
- B. preliminary stormwater calculations and design storm evaluation for owner review.

Preliminary Grading and Paving Plan

The Engineer shall prepare a preliminary on-site grading and paving plan containing the following:

- A. surface flow arrows showing general direction of surface run-off
- B. location of inlets, storm drainage pipes, and discharge point
- C. typical pavement section

Preliminary Wastewater Collection Plan

A new wastewater connection will be required for this project. Connections would be made to the County system.

Preliminary Water Distribution Plan

New potable water and fire connections would be needed for this project. Connections to the existing County water main are expected to provide services to the building.

Following the approval of the preliminary plan, the following tasks would be completed:

FINAL DESIGN

Meetings with Client

Attend five meetings with the client to review the final design phase documents prepared by the engineer, and discuss regulatory comments received during the approval process as they relate to site design.

Regulatory Agency Meetings

Attend regulatory agency meetings required to obtain final agency action on all permit applications related to the final design phase.

Final Site Plan

Upon receipt of an approved preliminary site plan from the architect, the Engineer shall prepare a site plan containing the following:

- A. name of project
- B. name of project's engineer and/or architect
- C. name of owner, date, north arrow and scale
- D. exterior boundaries for the property as derived from a boundary survey
- E. street names, building designations, water courses, easements, and section lines derived from a boundary survey
- F. location of all proposed buildings, structures, access drives, traffic flow areas, and refuse collection areas
- G. site summary showing project site area, percentage of building coverage, percentage impervious, parking required and parking provided
- H. site related details

- I. site dimensions
- J. additional site information required by governmental review agencies

Final Stormwater Management Plan

In 1998 a permit was issued by SWFWMD for the recreation center site. This permit would need to be modified for this project. In addition, this project will have to provide runoff attenuation and water quality treatment to meet Pinellas County's stormwater requirements.

The Engineer shall prepare an on-site stormwater management plan containing the following:

- A. location of proposed on-site stormwater management facilities
- B. stormwater calculations and design storm evaluation
- C. existing hydrological site conditions
- D. the direction, flow, and volume of flow of surface water runoff under pre-development conditions
- E. the location of areas on the site where surface water collects
- F. groundwater levels including seasonal fluctuations using U.S. Soils Conservation Service (SCS) methodology or other appropriate means
- G. a map or description of a designated flood plain (if any)
- H. stormwater system components
- I. the direction, flow rate, and volume of surface water that will be conveyed from the site, with a comparison to the pre-development condition
- J. retention and/or detention areas, including plans for the water discharge facilities of contained waters
- K. erosion control plan
- L. all required stormwater calculations

Final Grading and Paving Plan

The Engineer shall prepare an on-site grading and paving plan containing the following:

- A. surface flow arrows showing general direction of surface run-off
- B. location of inlets, storm drainage pipes, and discharge point
- C. type of pavement
- D. typical pavement section
- E. pavement markings
- F. traffic signs
- G. elevations
 - 1. first floor slabs
 - 2. sidewalks
 - 3. streets and top of curbs
 - 4. catch basins and inlets
 - 5. proposed grade elevations with spot elevations and percentage grades

PERMITTING

Site Plan Application

Assist the Architect with the preparation and submission of the Site Plan Application to Pinellas County. Address comments related to the site construction in order to obtain County approvals.

Water Management District Application (ERP)

Prepare and submit the necessary ERP application for the SWFWMD to obtain an exemption.

CONSTRUCTION SERVICES

Palm Harbor Community Services Agency Recreation Center
October 2, 2023

Construction Observations

The engineer shall visit the project site to observe the status of work, as he deems necessary, to allow him to certify substantial completion. It is estimated that the site inspections would involve 2 hours per visit for 10 visits.

Shop Drawing Review and Approval

The engineer shall review site work shop drawings submitted by the contractor.

POST-CONSTRUCTION SERVICES

Punch List Preparation

The engineer shall coordinate with the appropriate regulatory agencies, contractor, and owner's representative the preparation of a punch list of construction deficiencies for correction prior to the preparation of substantial completion certifications.

Site Plan Record Drawing

Prepare a record drawing from the P.S.M.-Certified as-built survey provided by the contractor of constructed site improvements.

Substantial Completion Certification

Prepare local certification upon substantial completion of the required project facilities.

Task 8: Landscape & Irrigation Design

1. Review Architects and Civil Engineers site plans and applicable City of Palm Harbor Development codes for impacts on proposed permit requirements.
2. Review any available Arborists Tree Assessments and review existing site condition for tree impacts on development.
3. Provide Planting plan construction and permitting documents for site development including specifications and details and calculations as needed. Planting shall be limited to buffers if needed and any infill trees if needed.
4. Provide Sports Field Irrigation plan construction and permitting documents for site development including specifications and details and calculations as needed.
5. Sign and Seal plans for permit application. Irrigation will also be included for any planting buffers and/or tree plantings.
6. Provide revisions needed as indicated by governing bodies to comply with applicable permit requirements.

Landscape Architect's Basic Services

1. Pre-design permit and site plan review
2. Planting & Irrigation Permit Plans
3. Construction documents for planting and irrigation plans for permits.
4. Provide revisions as needed to assist clients in obtaining permits.
5. Sign and seal plans for permit applications

Task 9: County Commission Presentation

Attend and present the building design at up to one County Commission Meeting.

Task 10: Public Meeting/Presentation

The Architect will attend and participate in up to one Public Meeting with the Client. Client will schedule and coordinate the meetings with the Public.

Task 11: Interior Design and Furniture Selection

Interior design applies creative and technical solutions within a structure to achieve a built interior environment. Designs are coordinated with the building shell and acknowledge the physical location and social context of the project finishes.

The Interior Designer will:

- Formulate preliminary space plans, design concept studies and sketches that integrate the client's program needs.
- Attend up to two meetings with the Client
- Survey existing furniture and equipment if needed
- Prepare furniture plans and drawings to assist with placement and installation.
- Research and selection of required furniture with standard manufacturer finishes.
- Coordination and assistance with a single furniture vendor.
- Research interior materials applicable to the Project.
- Provide interior finish selections (color/material) and specifications
- Design and documentation of custom casework/millwork to include elevations, sections, detailing and selection of decorative hardware.
- Select specialty lighting fixtures
- Coordination with Electrical Engineer and AV/IT Vendor for power/data location requirements
- Formulate reflected ceiling plan to illustrate specialty ceiling materials, finishes and lighting selections.
- Select and document interior signage.
- Present preliminary design vision inclusive of material selections and color palettes.
- Present final design vision inclusive of Owner selected material selections and color palettes.
- Construction Documentation: Prepare finish plans, interior elevations, detailing, finish schedules and legends to illustrate specialty materials and finishes.
- Provide specifications and select all room finishes, including flooring, paint, wallcovering, wall base, millwork, furniture, and window blinds.
- Observe and report on the construction of the project, while in progress and upon completion, as it pertains to the interior scope listed within this task.

Not Included but can be added for an additional fee if requested by Client:

- Detailed specifications for furniture selections
- Incorporation of Owner's graphics into built interior environment.
- Selection of Fixtures or Equipment.
- Survey of and/or Incorporation of Owner's Fixtures or Equipment
- Custom selected furniture finishes.
- Coordination and assistance with multiple furniture vendors.
- Materials Presentation Boards
- Supervision during furniture installation

Task 12: AV/IT/Security Design

The consultant will prepare detailed construction drawings for a structured cabling system. This would include data, voice, access control, and paging based on Owner requirements. The consultant will provide design of conduit pathways for surveillance cameras.

Task 13: Fire Alarm & Fire Protection

Palm Harbor Community Services Agency Recreation Center
October 2, 2023

The consultant will prepare Performance Specification level, fire protection drawings indicating the areas of the building to be sprinkled, flow test data, riser location, and hazard ratings (no head locations). This service would include providing Technical Specifications outlining materials, quality of workmanship, and warranty.

Task 14: Cost Estimating

Following the approval of the Schematic Design and Design Development documents, a cost estimate will be developed.

Task 15: Threshold Inspections

Threshold Inspection Services are mandated by Florida Law for large assembly public buildings. WJA will hire a special inspector to observe that the structural work during construction is executed in substantial accordance with the permitted official contract documents. Up to 72 site visits including travel, inspection, and report by the Threshold Inspector are included.

Task 16: Surveying

Boundary, Topographic and Tree Survey.

This includes the location of improvements on the entire site with topography, trees (4" and greater DBH), and visible evidence of underground utilities, together with their respective inverts where accessible, within the Topographic limits shown on the attached survey area exhibit.

Task 17: Geotechnical Engineering

Four (4) Standard Penetration Test (SPT) borings to a depth of 35 feet in anticipation of the possibility of a two-story structure with a footprint of about 25,000 square feet. We have also budgeted two (2) test borings to a depth of 20 feet in areas possibly planned for storm water retention.

In addition to the SPT structure borings, you have requested a Double-Ring Infiltration (DRI) test. A ten (10) foot deep test boring has also been budgeted at the DRI location.

Field work, limited laboratory work as well as preparation of a preliminary geotechnical report. This scope and fee is based upon the assumption that the areas where the test borings would be needed would be accessible without the need for any specific clearing in order to gain access.

The results of our investigation will be included in a preliminary geotechnical report encompassing a presentation and discussion of the following:

1. Logs of the borings and boring location plan
2. Results of infiltration Test
3. Results of laboratory tests
4. Discussion of subsurface soil and groundwater conditions including our estimate of the normal seasonal high groundwater levels
5. Preliminary foundation design recommendations
6. Recommendations for quality assurance inspection and testing during the construction stage
7. Recommendations for further geotechnical investigation, if warranted

Task 18: Food Service Design

PROJECT AREAS: Main Kitchen

- o Cooking, Prep, Scullery and BOH storage areas
- o Servery; equipment, counters, POS

Palm Harbor Community Services Agency Recreation Center
October 2, 2023

PHASE ONE: DESIGN STUDIES

- Not applicable to this project- preliminary layout has been completed
- Develop teacher provided equipment and sketches into SD level drawing.

PHASE TWO: SCHEMATIC DESIGN

- Further develop the provided/approved equipment layout
- Review interior design drawings relative to adjacencies, function, and ancillary foodservice areas.
- Develop and present schematic designs.
- Revise schematic design as directed by the Architect.
- Prepare Schematic Design Estimate.

PHASE THREE: DESIGN DEVELOPMENT

- Prepare Equipment Layout drawings based on the final approved Schematic design and program.
- Prepare preliminary Equipment Schedule with mechanical requirements.
- Prepare Design Development Estimate.
- Prepare preliminary equipment elevations as necessary to convey information for client/architect review.
- Prepare initial manufacturer engineering drawings for design team coordination.
- Prepare preliminary catalog brochure books.

PHASE FOUR: CONTRACT DESIGN DOCUMENTS

- Based upon approved Design Development documents, prepare final Equipment Layout drawing(s)
- Prepare contract design drawings (Special Conditions, Slab Penetrations, Manufacturer's engineering drawings) developed from Architect's dimensioned background drawings indicating Architectural interface with dimensions of all floor troughs, interior partition walls
- Prepare drawings showing utility connections indicating the utility and locations of each item of equipment. The sub-grade rough-ins shall be dimensioned for field use in installing underground utilities.
- Prepare final detailed equipment elevations, drawings and details of construction for custom fabricated equipment.
- Prepare final manufacturer's engineering drawings, coordinated with design team
- Update equipment cost estimate, to reflect completed contract design document drawings.
- Provide section 11 40 00 written specifications.

PHASE FIVE: CONSTRUCTION ADMINISTRATION

- Review and approve KEC submittals
- Review KEC rough-in drawings
- Submittal approvals shall be given for design conformance subject to the contract documents.
- Prepare addenda and/or bulletins and change orders to adapt to field conditions
- (1) Check foodservice installation on jobsite as work progresses and provide progress report
- (1) Substantial completion inspection punch list
- Prepare final punch list
- Prepare As-built drawings as required by client.

Task 19: Photorealistic Renderings

The Architect will create two photorealistic renderings of the proposed design for Client's use.

Palm Harbor Community Services Agency Recreation Center
October 2, 2023

PROPOSED FEES:

The following is a summary of the total fees for all services listed above.

Task	Services	Total Fee
Task 1	Conceptual Design and Conceptual Cost Opinion	\$41,005.40
	Total	\$41,005.40

Task	Basic Services	Total Fee
Task 2	Schematic Design	\$131,721.20
Task 3	Design Development	\$219,856.60
Task 4	Construction Documents	\$334,334.40
Task 5	Assistance with Permitting/Bidding	\$17,626.45
Task 6	Construction Administration	\$175,283.60
	Sub-Total	\$878,822.25

Task	Supplemental Services	Total Fee
Task 7	Civil Engineering	\$57,767.00
Task 8	Landscape and Irrigation	\$8,741.20
Task 9	County Commission Presentation	\$1,593.00
Task 10	Public Meeting/Presentation	\$1,593.00
Task 11	Interior Design & Furniture	\$25,821.60
Task 12	AV/IT/Security Design	\$47,097.05
Task 13	Fire Alarm & Fire Protection	\$12,522.80
Task 14	Cost Estimating	\$13,662.00
Task 15	Threshold Inspections	\$41,527.20
Task 16	Surveying	\$14,509.20
Task 17	Geotechnical Engineering	\$8,416.40
Task 18	Food Service Design	\$22,793.60
Task 19	Photorealistic Renderings	\$3,093.65
	Sub-Total	\$259,137.70
	Total for All Services	\$1,178,965.35

The Following Services Are Not Included Within This Fee:

- Application fees and fees paid to secure approval from authorities with jurisdiction over the Project
- Permit fees
- Full Park Master Planning
- Existing Facilities Analysis
- Asbestos Consultation/Surveys
- Environmental Assessments
- Traffic Analysis
- Existing Site Utility Infrastructure Improvements
- Specialty Consultants: Food Service; Hazardous Material; Hospital/Laboratory; Indoor Air Quality; Quality Control; Theater/Acoustical; Security

Palm Harbor Community Services Agency Recreation Center
October 2, 2023

- Life Cycle Cost and/or Energy (FLEET) Analysis
- LEED Consultation
- Graphic and Signage Design
- Value Analysis or Value Engineering
- Documents Prepared for: Alternate Bids Requested by Owner, Change Orders, Multiple Construction Contracts, Record Documents/As-Builts
- Physical Models/Videos
- Changes to Scope, Size or Complexity
- Revisions to Previously Approved Documents

Thanks for the opportunity to propose services for your project.

Sincerely,
Wannemacher Jensen Architects, Inc.

A handwritten signature in black ink, appearing to read "Jason Jensen". The signature is fluid and cursive, with a large initial "J" and "J".

Jason Jensen, AIA, LEED AP, Principal

Palm Harbor Recreation Center

Task Description		WJA	VoltAir	MCE	Vickstrom	Terra Tectonics	EBI Surveying	Geotech	Food Service	Task Fee
1	Conceptual Design and Conceptual Cost Opinion	\$ 41,005.40	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 41,005.40
2	Schematic Design	\$ 98,125.20	\$ 18,240.00	\$ 15,356.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 131,721.20
3	Design Development	\$ 137,640.60	\$ 63,880.00	\$ 18,336.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 219,856.60
4	Construction Documents	\$ 245,970.40	\$ 65,480.00	\$ 22,884.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 334,334.40
5	Assistance with Bidding/Permit	\$ 6,391.45	\$ 9,216.00	\$ 2,019.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17,626.45
6	Construction Administration	\$ 134,295.60	\$ 33,200.00	\$ 7,788.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175,283.60
7	Civil Engineering	\$ 7,367.00	\$ -	\$ -	\$ 50,400.00	\$ -	\$ -	\$ -	\$ -	\$ 57,767.00
8	Landscape & Irrigation Design	\$ 1,829.20	\$ -	\$ -	\$ -	\$ 6,912.00	\$ -	\$ -	\$ -	\$ 8,741.20
9	County Commission Presentation	\$ 1,593.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,593.00
10	Public Meeting/Presentation	\$ 1,593.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,593.00
11	Interior Design & Furniture	\$ 25,821.60	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,821.60
12	AV/IT/Security Design	\$ 6,297.05	\$ 40,800.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 47,097.05
13	Fire Alarm & Fire Protection	\$ 1,661.80	\$ 10,861.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,522.80
14	Cost Estimating	\$ 13,662.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,662.00
15	Threshold Inspections	\$ 5,527.20	\$ -	\$ 36,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 41,527.20
16	Surveying	\$ 1,829.20	\$ -	\$ -	\$ -	\$ -	\$ 12,680.00	\$ -	\$ -	\$ 14,509.20
17	Geotechnical Engineering	\$ 1,066.40	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,350.00	\$ -	\$ 8,416.40
18	Food Service Design	\$ 3,043.60	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 19,750.00	\$ 22,793.60
19	Photorealistic Renderings	\$ 3,093.65	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,093.65
Subtotal	\$ 1,153,078.10									
Contingency	\$ -									
Total	\$ 1,153,078.10	\$ 737,813.35	\$ 241,677.00	\$ 102,383.00	\$ 50,400.00	\$ 6,912.00	\$ 12,680.00	\$ 7,350.00	\$ 19,750.00	\$ 1,178,965.35

Hours by Task: Wannemacher Jensen Architects

Direct Labor Rates Classifications		Principal	Architect/ Project Manager	Interior Designer	Architectural Associate	Administrative	Total Hours	Labor Cost
Task / Billing Rates		\$ 246.45	\$ 151.80	\$ 150.00	\$ 140.00	\$ 83.70		
1	Conceptual Design and Conceptual Cost Opinion	4	136		136	4	0	\$ 41,005.40
2	Schematic Design	8	380		270	8	0	\$ 98,125.20
3	Design Development	4	400		540	4	0	\$ 137,640.60
4	Construction Documents	8	480		1220	4	0	\$ 245,970.40
5	Assistance with Bidding/Permit	1	32		8	2	0	\$ 6,391.45
6	Construction Administration	8	750		120	20	0	\$ 134,295.60
7	Civil Engineering		36		10	6	0	\$ 7,367.00
8	Landscape & Irrigation Design		8		2	4	0	\$ 1,829.20
9	County Commission Presentation	4	4				0	\$ 1,593.00
10	Public Meeting/Presentation	4	4				0	\$ 1,593.00
11	Interior Design & Furniture		12	160			0	\$ 25,821.60
12	AV/IT/Security Design	1	24		16	2	0	\$ 6,297.05
13	Fire Alarm & Fire Protection		8		2	2	0	\$ 1,661.80
14	Cost Estimating		90				0	\$ 13,662.00
15	Threshold Inspections		32			8	40	\$ 5,527.20
16	Surveying		8		2	4	14	\$ 1,829.20
17	Geotechnical Engineering		5		1	2	8	\$ 1,066.40
18	Food Service Design		16		2	4	22	\$ 3,043.60
19	Photorealistic Renderings	1	4		16		21	\$ 3,093.65
Totals		43	2429	160	2345	74	0	\$ 737,813.35

Hours by Task: VoltAir Consulting Engineers

Direct Labor Rates Classifications		Principal	Clerical/Office Admin	BIM Manager	BIM/CADD	Eng. Director	Senior Professional Eng.	Engineer 1	Engineer 2	Designers	Senior Project Manager	Technology Designer	Technology Director	Total Hours	Labor Cost
Task / Billing Rates		\$ 332.00	\$ 120.00	\$ 190.00	\$ 153.00	\$ 295.00	\$ 168.00	\$ 158.00	\$ 181.00	\$ 205.00	\$ 215.00	\$ 135.00	\$ 298.00		
1	Conceptual Design and Conceptual Cost Opinion													0	\$ -
2	Schematic Design		4			24			40		16			68	\$ 18,240.00
3	Design Development	8	4	4	8	40		120	80	24	40			288	\$ 63,880.00
4	Construction Documents	8	4	4	8	24		160	80	24	40			312	\$ 65,480.00
5	Assistance with Bidding/Permit		2					16	8	16	8			42	\$ 9,216.00
6	Construction Administration		24			12		72	24	12	40			144	\$ 33,200.00
7	Civil Engineering													0	\$ -
8	Landscape & Irrigation Design													0	\$ -
9	County Commission Presentation													0	\$ -
10	Public Meeting/Presentation													0	\$ -
11	Interior Design & Furniture													0	\$ -
12	AV/IT/Security Design		1	1	2						16	100	78	4	\$ 40,800.00
13	Fire Alarm & Fire Protection		1	1	2	2		31	17	4	4			58	\$ 10,861.00
14	Cost Estimating													0	\$ -
15	Threshold Inspections													0	\$ -
16	Surveying													0	\$ -
17	Geotechnical Engineering													0	\$ -
18	Food Service Design													0	\$ -
Totals		16	40	10	20	102	0	399	249	80	164	100	78	916	\$ 241,677.00

Hours by Task: Master Consulting Engineers

Direct Labor Rates Classifications		Sr Principal	Principal	Project Manager/Sr. Engineer	Project/Desig n Engineer	Technician/ CAD Operator	Admin	Total Hours	Labor Cost
1	Conceptual Design and Conceptual Cost Opinion							0	\$ -
2	Schematic Design	8	12	16	36	48		120	\$ 15,356.00
3	Design Development	8	16	16	48	56		144	\$ 18,336.00
4	Construction Documents	12	16	24	56	72		180	\$ 22,884.00
5	Assistance with Bidding/Permit	1	2	4	6			13	\$ 2,019.00
6	Construction Administration	4	8	8	32			52	\$ 7,788.00
7	Civil Engineering							0	\$ -
8	Landscape & Irrigation Design							0	\$ -
9	County Commission Presentation							0	\$ -
10	Public Meeting/Presentation							0	\$ -
11	Interior Design & Furniture							0	\$ -
12	AV/IT/Security Design							0	\$ -
13	Fire Alarm & Fire Protection							0	\$ -
14	Cost Estimating							0	\$ -
15	Threshold Inspections				288			288	\$ 36,000.00
16	Surveying							0	\$ -
17	Geotechnical Engineering							0	\$ -
18	Food Service Design							0	\$ -
Totals		33	54	68	466	176	0	797	\$ 102,383.00

Hours by Task: Vickstrom

Direct Labor Rates Classifications		Principal	Senior Project Engineer	Designer	Total Hours	Labor Cost
			Task / Billing Rates			
1	Conceptual Design and Conceptual Cost Opinion				0	\$ -
2	Schematic Design				0	\$ -
3	Design Development				0	\$ -
4	Construction Documents				0	\$ -
5	Assistance with Bidding/Permit				0	\$ -
6	Construction Administration				0	\$ -
7	Civil Engineering	40	80	160	0	\$ 50,400.00
8	Landscape & Irrigation Design				0	\$ -
9	County Commission Presentation				0	\$ -
10	Public Meeting/Presentation				0	\$ -
11	Interior Design & Furniture				0	\$ -
12	AV/IT/Security Design				0	\$ -
13	Fire Alarm & Fire Protection				0	\$ -
14	Cost Estimating				0	\$ -
15	Threshold Inspections				0	\$ -
16	Surveying				0	\$ -
17	Geotechnical Engineering				0	\$ -
18	Food Service Design				0	\$ -
Totals		40	80	160	0	\$ 50,400.00

Hours by Task: Terra Tectonics

Direct Labor Rates Classifications		Principal	CADD	Clerical	Total Hours	Labor Cost
Task / Billing Rates		\$ 176.25	\$ 75.00	\$ 70.50		
1	Conceptual Design and Conceptual Cost Opinion				0	\$ -
2	Schematic Design				0	\$ -
3	Design Development				0	\$ -
4	Construction Documents				0	\$ -
5	Assistance with Bidding/Permit				0	\$ -
6	Construction Administration				0	\$ -
7	Civil Engineering				0	\$ -
8	Landscape & Irrigation Design	24	32	4	60	\$ 6,912.00
9	County Commission Presentation				0	\$ -
10	Public Meeting/Presentation				0	\$ -
11	Interior Design & Furniture				0	\$ -
12	AV/IT/Security Design				0	\$ -
13	Fire Alarm & Fire Protection				0	\$ -
14	Cost Estimating				0	\$ -
15	Threshold Inspections				0	\$ -
16	Surveying				0	\$ -
17	Geotechnical Engineering				0	\$ -
18	Food Service Design				0	\$ -
Totals		24	32	4	0	\$ 6,912.00

Hours by Task: EBI Surveying

Direct Labor Rates Classifications		Task / Billing Rates						Total Hours	Labor Cost
		Field Crew	Licensed Surveyor	Draftsman	Role	Role	Role		
	Task / Billing Rates	\$ 250.00	\$ 150.00	\$ 80.00	\$ -	\$ -	\$ -		
1	Conceptual Design and Conceptual Cost Opinion							0	\$ -
2	Schematic Design							0	\$ -
3	Design Development							0	\$ -
4	Construction Documents							0	\$ -
5	Assistance with Bidding/Permit							0	\$ -
6	Construction Administration							0	\$ -
7	Civil Engineering							0	\$ -
8	Landscape & Irrigation Design							0	\$ -
9	County Commission Presentation							0	\$ -
10	Public Meeting/Presentation							0	\$ -
11	Interior Design & Furniture							0	\$ -
12	AV/IT/Security Design							0	\$ -
13	Fire Alarm & Fire Protection							0	\$ -
14	Cost Estimating							0	\$ -
15	Threshold Inspections							0	\$ -
16	Surveying	37	9	26				72	\$ 12,680.00
17	Geotechnical Engineering							0	\$ -
18	Food Service Design							0	\$ -
Totals		37	9	26	0	0	0	72	\$ 12,680.00

Hours by Task: Company Name

Direct Labor Rates Classifications		Geotechnical Engineer	Role	Role	Role	Role	Role	Total Hours	Labor Cost
Task / Billing Rates		\$ 175.00	\$ -	\$ -	\$ -	\$ -	\$ -		
1	Conceptual Design and Conceptual Cost Opinion							0	\$ -
2	Schematic Design							0	\$ -
3	Design Development							0	\$ -
4	Construction Documents							0	\$ -
5	Assistance with Bidding/Permit							0	\$ -
6	Construction Administration							0	\$ -
7	Civil Engineering							0	\$ -
8	Landscape & Irrigation Design							0	\$ -
9	County Commission Presentation							0	\$ -
10	Public Meeting/Presentation							0	\$ -
11	Interior Design & Furniture							0	\$ -
12	AV/IT/Security Design							0	\$ -
13	Fire Alarm & Fire Protection							0	\$ -
14	Cost Estimating							0	\$ -
15	Threshold Inspections							0	\$ -
16	Surveying							0	\$ -
17	Geotechnical Engineering	42						42	\$ 7,350.00
18	Food Service Design							0	\$ -
Totals		42	0	0	0	0	0	42	\$ 7,350.00

Hours by Task: TBCI

Direct Labor Rates Classifications		Principal Designer	VP Project Designer	Revit Eng.	MEP Drafter	Clerical	Field Consultant	Total Hours	Labor Cost
Task / Billing Rates		\$ 175.00	\$ 145.00	\$ 120.00	\$ 95.00	\$ 55.00	\$ 145.00		
1	Conceptual Design and Conceptual Cost Opinion							0	\$ -
2	Schematic Design							0	\$ -
3	Design Development							0	\$ -
4	Construction Documents							0	\$ -
5	Assistance with Bidding/Permit							0	\$ -
6	Construction Administration							0	\$ -
7	Civil Engineering							0	\$ -
8	Landscape & Irrigation Design							0	\$ -
9	County Commission Presentation							0	\$ -
10	Public Meeting/Presentation							0	\$ -
11	Interior Design & Furniture							0	\$ -
12	AV/IT/Security Design							0	\$ -
13	Fire Alarm & Fire Protection							0	\$ -
14	Cost Estimating							0	\$ -
15	Threshold Inspections							0	\$ -
16	Surveying							0	\$ -
17	Geotechnical Engineering							0	\$ -
18	Food Service Design	13	47	50	29	3	12	154	\$ 19,750.00
Totals		13	47	50	29	3	12	154	\$ 19,750.00

EXHIBIT B - HOURLY RATE SHEET

EXHIBIT B
Hourly Rate Sheet
 Schedule of Rate
 Values

The following hourly rates for WJA and its sub-consultants are fully loaded (burdened). Each hourly rate includes all labor, direct/indirect overhead, margins/profit, customary expenses such as copies, postage, etc., and travel within the Tampa Bay Metropolitan Statistical Area. Travel outside of the Tampa Bay Metropolitan Statistical Area will be reimbursed in accordance with Florida Statutes. No overhead and operating margin for subconsultant services is included. Rates for WJA and its subconsultants shall be held firm for the initial contract term.

CLASSIFICATION AND HOURLY FEE RATES FOR CONSULTANT (WANNEMACHER JENSEN ARCHITECTS – ARCHITECTURE AND INTERIOR DESIGN)

CLASSIFICATION/JOB TITLE	FEE RATE (\$/HR)
Principals	\$246.45
Architect or Project Manager	\$151.80
Registered Interior Designer	\$150.00
Architectural Associate	\$140.00
Administrative	\$83.70

CLASSIFICATION AND HOURLY FEE RATES FOR SUBCONSULTANT (VOLTAIR CONSULTING ENGINEERS – MECHANICAL, ELECTRICAL, PLUMBING ENGINEER)

CLASSIFICATION/JOB TITLE	FEE RATE (\$/HR)
Principal	\$332.00
Clerical/Office Administration	\$120.00
BIM Manager	\$190.00
BIM/CADD	\$153.00
Engineering Director	\$295.00
Senior Professional Engineer	\$168.00
Engineer I	\$158.00
Engineer II	\$181.00
Designers	\$205.00
Senior Project Manager	\$215.00
Technology Designer	\$135.00
Technology Director	\$298.00

EXHIBIT B - HOURLY RATE SHEET

CLASSIFICATION AND HOURLY FEE RATES FOR SUBCONSULTANT (MASTER CONSULTING ENGINEERS –

STRUCTURAL ENGINEER)

CLASSIFICATION/JOB TITLE	FEE RATE (\$/HR)
Sr. Principal	\$225.00
Principal	\$200.00
Project Manager or Sr. Engineer	\$161.00
Project/Design Engineer	\$125.00
Technician/CAD Operator	\$85.00
Administrative	\$83.70

CLASSIFICATION AND HOURLY FEE RATES FOR SUBCONSULTANT (VICKSTROM ENGINEERING SERVICES

– CIVIL ENGINEERING)

CLASSIFICATION/JOB TITLE	FEE RATE (\$/HR)
Principal	\$240.00
Senior Project Engineer	\$210.00
Designer	\$150.00

CLASSIFICATION AND HOURLY FEE RATES FOR SUBCONSULTANT (TERRA TECTONICS DESIGN GROUP –

LANDSCAPE ARCHITECTURE)

CLASSIFICATION/JOB TITLE	FEE RATE (\$/HR)
Principal	\$176.25
CADD	\$75.00
Clerical	\$70.50

EXHIBIT C – INSURANCE REQUIREMENTS

EXHIBIT C – INSURANCE REQUIREMENTS

1. LIMITATIONS ON LIABILITY

By submitting a Proposal, the Consultant acknowledges and agrees that the services will be provided without any limitation on the Consultant's liability. The County objects to and shall not be bound by any term or provision that purports to limit the Consultant's liability to any specified amount in the performance of the services. The Consultant shall state any exceptions to this provision in its response, including specifying the proposed limits of liability in the stated exception to be included in the Services Agreement. The Consultant is deemed to have accepted and agreed to provide the services without any limitation on the Consultant's liability that the Consultant does not take exception to in its response. Notwithstanding any exceptions by the Consultant, the County reserves the right to declare its prohibition on any limitation on the Consultant's liability as non-negotiable, to disqualify any Proposal that includes exceptions to this prohibition on any limitation on the Consultant's liability, and to proceed with another responsive, responsible proposal, as determined by the County in its sole discretion.

2. INDEMNIFICATION

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.

3. INSURANCE

The Consultant must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below, prior to recommendation for award.

The Consultant shall obtain and maintain, and require any sub-Consultants 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, Consultant 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.

- A. Submittals should include the Consultant's current Certificate(s) of Insurance. If Consultant does not currently meet insurance requirements, Consultant shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place prior to the award of contract.

Upon selection of Consultant for award, the selected Consultant shall email 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 Subdivision of the State of Florida, 400 S Fort Harrison Ave, Clearwater, FL 33756. Pinellas County 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.**

EXHIBIT C – INSURANCE REQUIREMENTS

- B. 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 RFP and/or contract period.
- C. 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 Consultant of Pinellas County. Upon notification, renewal certificate(s) of Insurance and endorsement(s) should be furnished to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org and to CTrax c/o JDi Data at PinellasSupport@jdidata.com by the Consultant or their agent prior to the expiration date
- 1) The Consultant shall also notify the County within twenty-four (72) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Consultant from its insurer. Notice shall be given by email to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org. Nothing contained herein shall absolve Consultant of this requirement to provide notice.
 - 2) Should the Consultant, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement.
- D. If subcontracting is allowed under this RFP, the Primary Consultant 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 sub-consultants 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 Consultant and its subcontractor shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall;

- 1) Require each subcontractor to be bound to the Consultant to the same extent the Consultant 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 Consultant 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 and other insurance terms and/or conditions as outlined below;
- 6) Assign all warranties directly to the County;

Identify the County as an intended third-party beneficiary of the subcontract. The Consultant 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 Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents

E. 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 Consultant.
- 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.

EXHIBIT C – INSURANCE REQUIREMENTS

- 4) All policies shall be written on a primary, non-contributory basis.

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	\$500,000
Statutory Per Employee		\$500,000
Per Employee Disease		\$500,000
Policy Limit		

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** including, but not limited to, Independent Vendor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury. No explosion, collapse, or underground damage exclusions allowed.

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

EXHIBIT C – INSURANCE REQUIRMENTS

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.

Property Insurance Vendor will be responsible for all damage to its own property, equipment and/or materials