

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: North County Service Center (NCSC) Replacement Design

RFP CONTRACT NO. 21-0592-NC (PLU)

NON-CONTINUING FIRM: Mason Blau and Associates, Inc.

PROFESSIONAL ENGINEERING SERVICES NON-CONTINUING SERVICES AGREEMENT

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EXHIBIT A SCOPE OF SERVICES
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**SECTION 1
INTENT OF AGREEMENT**

**AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES FOR
North County Service Center (NCSC) Replacement Design**

THIS AGREEMENT, entered into on the ____ day of __, 20__ , 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, Mason Blau and Associates, Inc. with offices in Clearwater, Florida hereinafter referred to as the CONSULTANT.

WITNESSETH, That:

WHEREAS, Pinellas County, herein referred to as the COUNTY, requires **PROFESSIONAL ENGINEERING SERVICES** associated with support to develop plans and specifications and perform all other professional engineering services as may be required during the construction of (North County Service Center (NCSC) Replacement Design, 29582 US 19 North, Clearwater, Pinellas County, Florida.

WHEREAS, the COUNTY desires the CONSULTANT provide PROFESSIONAL ENGINEERING SERVICES requisite to the development of the PROJECT; and

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

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

SECTION 2 SCOPE OF PROJECT

2.1 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 Pinellas County Requirements. Exhibit A, Scope of Services is attached.

a) Required Deliverables

- 2017 or newer AUTOCAD, Civil 3D file (eTransmit) of construction plans and for each transmittal phase. The plans shall be provided electronically, plus one (1) paper prints signed and sealed by a Professional Engineer certified in the State of Florida.
- All technical specifications required for construction of project.

2.2 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.

2.3 CONSULTING RESPONSIBILITIES

- A. It is the intention of the COUNTY that the CONSULTANT is held accountable for its work, including checking and review of plans, 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, at its own expense, 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 hereunder 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, prepared in Microsoft Project 2013 or later, 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 ten (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, and shall incorporate appropriate design adjustments into the PROJECT, in a timely manner, resulting from the review exchange.

2.4 GENERAL DESIGN CONDITIONS

2.4.1 The CONSULTANT shall coordinate and solicit appropriate input, with the knowledge of the COUNTY.

2.4.2 All design data, plans, and drawings shall be delivered electronically and or on travel drives formatted to .DXF or .DWG utilizing 2017 AUTOCAD or later; as well as providing reproducible hard copies of plans and drawings. All specification and other documents shall be delivered electronically and or on two travel drives, Microsoft Word & Excel format as required, as well as the reproducible hard copies.

2.4.3 One (1) electronic and one (1) copy of all deliverables are required unless specific submittal requirements are specified elsewhere in this Agreement.

2.4.4 The CONSULTANT shall develop acceptable alternates to any and all design recommendations that may be declared unacceptable.

2.5 GOVERNING SPECIFICATIONS REGULATIONS AND PERTINENT DOCUMENTS

2.5.1 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.

2.5.2 The Contractor and Subcontractor 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) 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 one (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 forth in this section.

SECTION 3 SERVICES TO BE FURNISHED BY THE CONSULTANT

3.1 SEE EXHIBIT A – SCOPE OF SERVICES.

3.2 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 two (2) complete sets of documents (plans and specifications), two (2) of which shall be signed and sealed by the CONSULTANT as original record sets for the PROJECT. Each sheet in the two (2) construction plans print sets shall be signed, sealed and dated. The title sheet only of the two (2) specifications sets shall be signed, sealed, and dated. Additionally, any required addenda shall be signed, sealed, and dated.

3.2.1 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.

3.2.2 If the Advertisement for bids has not commenced within sixty (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.

3.2.3 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.

3.3 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.
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 twenty-four (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 three (3) month, six (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 one (1) set of signed and sealed prints and one (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 thirty (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 project 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.

3.4 PROVISIONS RELATED TO ALL PHASES

3.4.1 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.

3.4.2 The CONSULTANT will coordinate work designed by various disciplines.

3.4.3 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. One (1) 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
 - 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.

3.4.4 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.

3.4.5 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.

3.4.6 The COUNTY in no way obligates itself to check the CONSULTANT'S work and further is not responsible for maintaining project schedules.

3.4.7 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.

3.4.8 The CONSULTANT must be familiar with the intent, thoroughness, safety factors and design assumptions of all structural calculations.

3.4.9 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.

3.5 PERMIT APPLICATIONS AND APPROVALS

3.5.1 The CONSULTANT shall prepare all permit applications, data and drawings required for submittal BY THE COUNTY for approval of local, state and federal agencies.

3.5.2 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.

3.5.3 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.

3.6 COORDINATION WITH UTILITY SERVICES AND AFFECTED PUBLIC AGENCIES

3.6.1 The requirements of the various utility services shall be recognized and properly coordinated with the PROJECT design.

3.6.2 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

4.1 The COUNTY shall provide the following for the CONSULTANT'S use and guidance:

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

SECTION 5 PRESENTATIONS, PUBLIC MEETING, PROGRESS MEETINGS AND TECHNICAL LIAISON MEETINGS

The services below shall be provided to the COUNTY, but are not limited to the following:

5.1 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.

5.2 The CONSULTANT shall make presentations to the COUNTY'S Director of Administrative Services 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.

5.3 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.

5.4 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.

5.5 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

6.1 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.

6.2 OPTIONAL SERVICES

Services noted in Exhibit A of this Agreement as "Optional" shall constitute the Optional Services to be performed by the CONSULTANT under this Agreement. Optional Services shall be rendered by the CONSULTANT only upon written authorization by the COUNTY'S Director of the Administrative Services, or designee.

6.3 CONTINGENCY SERVICES

When authorized in writing by the COUNTY'S Director of Administrative Services 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.

6.4 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.

6.5 INVOICING

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

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

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

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

All progress reports shall be mailed to the attention of the designated Project Manager, Timothy Lewallen.

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

7.1 For the BASIC SERVICES provided for in this Agreement, as defined in Section 3.1, the COUNTY agrees to pay the CONSULTANT as follows:

A Lump Sum Fee of: one hundred eighty-six thousand eight hundred thirty nine dollars and 73/100 (\$186,839.73) for the Programming and Site Verification Phase.

A Lump Sum Fee of: two hundred ninety-six thousand two hundred fifty three dollars and 45/100 (\$296,253.45) for Schematic Design Phase.

A Lump Sum Fee of: seven hundred forty thousand six hundred thirty three dollars and 65/100 (\$740,633.65) for the Design Development Phase.

A Lump Sum Fee of: seven hundred ninety-nine thousand eight hundred eighty four dollars and 32/100 (\$799,884.32) for 90% Construction Document Phase.

A Lump Sum Fee of: eighty-eight thousand eight hundred seventy six dollars and 06/100 (\$88,876.06) for 100% Construction Document Phase.

A Lump Sum Fee of: one hundred forty-eight thousand one hundred twenty six dollars and 75/100 (\$148,126.75) for Permitting, Bidding, & Negotiation Phase.

A Lump Sum Fee of: seven hundred one thousand nine hundred twenty dollars and 50/100 (\$701,920.50) for Construction Administration Phase.

A Lump Sum Fee of: forty six thousand two hundred dollars and 00/100 (\$46,200.00) for Excess Three Year Liability Insurance.

The above fees shall constitute the total not to exceed amount of three million eight seven hundred thirty four dollars and 46/100 (**\$3,008,734.46**) 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.

7.3 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.

7.4 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:

8.1 The services to be rendered by the CONSULTANT shall be commenced upon receipt from the COUNTY of written "NOTICE TO PROCEED."

8.2 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.

8.3 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 twenty-one (21) days.

SECTION 9 AUTHORIZATION FOR CONTINGENT OR ADDITIONAL SERVICES

9.1 The CONTINGENCY services provided for under this Agreement shall be performed only upon prior written authorization from the Director of Administrative Services or designee.

9.2 The ADDITIONAL services provided for under this Agreement shall be performed only upon approval of the County Administrator or Board of County Commissioners.

9.3 The CONSULTANT shall perform no services contemplated to merit compensation beyond that provided for in this Agreement unless such services, and compensation therefore, shall be provided for by appropriate written authorization or amendment(s) to this Agreement.

SECTION 10 FIRMS AND INDIVIDUALS PROVIDING SUBCONSULTING SERVICES

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

SECTION 11 SATISFACTORY PERFORMANCE

All services to be provided by the CONSULTANT under the provisions of this Agreement, including services to be provided by subconsultants, shall be performed to the reasonable satisfaction of the COUNTY'S Director of Administrative Services or designee.

SECTION 12 RESOLUTION OF DISAGREEMENTS

12.1 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.

12.2 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

13.1 Records of expenses pertaining to all services performed shall be kept in accordance with generally accepted accounting principles and procedures.

13.2 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.

13.3 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 five (5) years after the date of final payment by the COUNTY to the CONSULTANT pursuant to this Agreement.

13.4 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

15.1 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

15.2 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 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 one (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 five percent (5%), per annum, simple interest. Under no circumstances shall either party be entitled to pre-judgment interest. The parties expressly acknowledge and, to the extent allowed by law, hereby opt out of any provision of federal or state statute not in agreement with this paragraph.

**SECTION 22
TERMINATION OF AGREEMENT**

22.1 The COUNTY reserves the right to cancel this Agreement, without cause, by giving thirty (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 thirty (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.

22.2 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.

22.3 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.

22.4 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

This Agreement will become effective on the date of execution first written above and shall remain in effect for **(700)** 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

24.1 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.

24.2 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 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 contract, contact the Pinellas County Board of County Commissioners, Purchasing Department, Operations Manager custodian of public records at 727-464-3311, purchase@pinellascounty.org, Pinellas County Government, Purchasing Department, Operations Manager, 400 S. Ft. Harrison Ave, 6th Floor, Clearwater, FL 33756.

**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 Name: Mason Blau & Associates, Inc.

PINELLAS COUNTY, by and through its
Board of County Commissioners

By: *Michael R. Mason*
Print Name: MICHAEL R. MASON
Title: PRESIDENT Date: 3/11/22

By: _____
Name Date: _____
Chairman

ATTEST:

Ken Burke, Clerk of the Circuit Court

By: _____
Deputy Clerk Date: _____

APPROVED AS TO FORM

By: *Jacina Parson*
Office of the County Attorney

Exhibit A
Scope of Services



MASON BLAU & ASSOCIATES, INC.

Architects, Planners AR0013034
4625 East Bay Drive, Suite #228
Clearwater, FL 33764
(727) 530-0570
(727) 530-0672 fax

March 4, 2022

Tim Lewallen, AIA, NCARB, LEED AP
Sr. Registered Architect
Building Design and Construction
Pinellas County Department of Administrative Services
509 East Avenue
Clearwater, FL 33756
Phone (727) 464-4719
tlewallen@pinellascounty.org

Re: Proposal for Professional Services
Pinellas County North County Service Center Replacement
29582 U.S. 19 North
Clearwater, Florida
MBA No. 21530

Dear Mr. Lewallen:

Mason Blau & Associates, Inc. would like to thank you for the opportunity to present this proposal for professional services regarding the above referenced project.

PROJECT

Our understanding of the summary of the scope of this project is to provide a proposed new 3- story office building which will replace the existing North County Service Center (NCSC) and associated parking located at 29582 U.S. 19 North, Clearwater, Florida. The existing 1-story NCSC is a 19,000 GSF building located at this site and will be demolished. The three (3) end-users involved include the Pinellas County Tax Collector, the Pinellas County Property Appraiser, and the Pinellas County Clerk. Because of the density of this site, parking and operational requirements, a free-standing parking garage to address the total parking needs at this facility is required.

In 2014, the County moved forward with a process to consolidate and improve court service and customer service for citizens located across Pinellas County. This endeavor included the anticipated relocation of the Traffic Court and related support agencies including Judiciary, Sheriff, and State Attorney from the NCSC to the County Justice Center. The Clerk currently occupies the building and wishes to remain at this location. The Tax Collector and Property Appraiser would move staff from leased space into this County-owned space. The Clerk would also like to remain on site; however, maintain a smaller footprint. The three (3) end-users would like to centralize their activities in this part of the County and provide a one stop shop concept to improve customer service. In 2019, Pinellas County Administrative Services engaged Mason Blau and Associates, Inc. to assist them to analyze the

impact of these program elements and other changes proposed for this site. Mason Blau and Associates completed a Feasibility Study and proposed Concept Site Plan Options which ultimately became the basis for this replacement project.

The 10.2-acre NCSC site is owned by Pinellas County and is located in the North part of the County just South of Curlew Road and directly on the West side of U. S. 19 abutting the highway. The existing NCSC building is located on approximately 5 acres on the East side of the site with surface parking on both the East and West side of the building. Vehicular entry for the public and staff is from the East side of the site from U.S. 19 to an access road that runs on the South Side of the property. The access road continues to the West side of the site to the Facility Operations Division storage building and a cellular tower which sit on approximately 5 acres on the western half of the site. The County recently completed a construction project to turn the West side of the site into a driving range for driver's license testing and a pole barn type building for household electronics and chemical recycling. The western 5 acres of the site is considered to be complete and outside of our scope for this project. The State has also entered into an agreement with the County to install large twin 66" storm trunk line along the south and west perimeter of the property within a proposed drainage easement. Thru these trunk lines, conflict boxes and drainage inlets; stormwater is collected from the US 19 project and is directed to a new pond site located due west of the project along Ranchette Lane. This work was also recently completed and is outside our scope. As part of the State of Florida US 19 Project between Northside Drive and CR95, the State is proposing a pedestrian overpass. The location of the overpass is directly in front of the NCSC Property. It is our understanding that approximately 34 feet by 173 feet of property has been provided to the State to construct a switch back sidewalk ramp system. Any new development should provide pedestrian connectivity from the proposed building to this new ramp and sidewalk along US 19. But the overpass and ramp system would also be outside of our scope. Both Facility Operations Division staff and Administrative Services have indicated there is a large underground force main that cuts down the middle of the site running North to South which also reinforces this division of the site into two distinct areas. Any proposed infrastructure, access to the new parking or vertical construction would need to consider and avoid these existing and proposed facilities. In short, our scope is limited to the Eastern 5-acre portion of the site with the stipulations we mentioned above. We believe demolition in this Eastern portion would include the existing NCSC building, a prefabricated metal storage building used by Facilities Operations, parking lots and the access road. The new site scope would include the replacement buildings, surface parking and pavement for a new access road.

Two new buildings are proposed for this site and include an approximately 69,000 GSF three story Administrative Office Building, and an approximately 123,000 GSF Parking Garage which would be connected by a covered walkway. The total peak parking count was determined to be 384 parking spaces and would be satisfied with some surface parking and the parking garage. It is assumed the parking garage will be a precast concrete type structural system. Pinellas County Building Design and Construction has informed us the programming for staff, space requirements and parking count will need to be confirmed again when we start the project because of potential changes in staff use brought on by the Covid Pandemic. The County's anticipated opinion of probable total construction cost is \$34,350,470.00 based on the feasibility study and 2019 dollars.

TEAM

We have an excellent team of professionals assembled for this project. Each of them was hand-picked because of their experience with County government agencies, experience with this type of project, and experience with us. Those team members are as follows:

Mason Blau and Associates, Inc.	- Architect
Cardno, Inc.	- Civil, Survey, SUE Survey, Environmental, Hazardous Materials, and Traffic Studies
Terra Tectonics Design Group International, Inc.	- Landscape, Irrigation & Arborist
Driggers Engineering Services, Inc.	- Geotechnical Engineering
Pennoni Associates	- Structural Engineering
Engineering Matrix, Inc.	- Mechanical, Plumbing, Electrical and Fire Protection Engineering
Bennett Design and Consulting, Inc.	- Interior Design
THA Consulting, Inc.	- Parking Consultant
Two Trails, Inc.	- Sustainable/Green Globes Consultant
Keane Acoustics, Inc.	- Acoustical Engineer
Construction Consultants & Associates, Inc.	- Construction Cost Estimating

PHASES AND SCHEDULE

Our understanding of the scope of work includes nine (9) phases. The nine (9) phases include the following workdays:

1. Programming and Site Evaluation Phase	- 75 work days
2. Schematic Design Phase	- 30 work days
3. Design Development Phase	- 45 work days
4. 90% Construction Document Phase	- 60 work days
5. 100% Construction Document Phase	- 30 work days
6. Permitting, Bidding & Negotiation Phase	- 120 work days
7. Construction Administration Phase	- 308 work days
8. Project Completion and Closeout Phase	- 22 work days
9. Warranty Phase	- 1 work day

The Programming and Site Verification Phase includes programming space needs and requirements. Room data sheets and conceptual programming plan diagrams will be completed for both buildings. Site Verification includes completing all surveys, environmental studies, hazardous materials studies, traffic studies, preliminary meetings with County agencies and a conceptual site and development plan. This phase includes two (2) end-user meetings during programming, one (1) design meeting and one (1) workshop.

The Schematic Design Phase includes schematic plans, building elevations and sections and an opinion of probable construction cost. This phase includes two (2) design meetings and one (1) workshop.

The Design Development Phase includes drawings, outline specifications, opinion of probable cost, calculations, and equipment cut sheets. Two interior design finish boards and furniture selection will be provided for final scheme selection. Submittal for County site development will be included at the end of this phase. This phase includes two (2) design meetings and one (1) workshop.

The 90% Construction Document Phase includes completion of drawings and specifications suitable for public bidding, and opinion of probable cost. This phase includes two (2) design meetings and one (1) workshop.

The 100% Construction Document Phase includes updating documents with the final comments from the Construction Manager and Owner. This phase includes two (2) meetings.

The Permitting, Bidding/Negotiation Phase includes permitting for site and building, providing feedback for the Construction Manager bid packages, responding to bid questions, one (1) pre-bid meeting, reviewing bid proposals and recommendation of award (if necessary).

The Construction Administration Phase includes a pre-construction meeting, shop drawing review, construction observation, field reports, pay request review and approval, substantial completion punch list, up to thirty (30) biweekly site visits for the architect and the civil engineer, and by most of the basic service consultants during construction. We are carrying an alternate for structural threshold inspection if it becomes necessary.

The Project Completion and Closeout Phase includes review of the completed substantial completion punch list by the Contractor, review, and approval the Operation and Maintenance and Warranty documents provided by the Contractor, and preparation of Record Documents based off of information from the Contractor provided by As-built drawings.

The Warranty Phase includes a visual walking tour of the facility and the documentation of any identified outstanding incomplete warranty items just prior to the end of the warranty in a punch list for distribution to the Contractor to complete.

COMPENSATION

Per your request, we are including the structural, mechanical, plumbing, fire protection and electrical engineer's professional services in the proposal along with our architectural fees for basic services. Although it is not necessarily part of basic services, geotechnical engineering, civil engineering, survey/SUE, landscape architect, irrigation, arborist, environmental site studies, hazardous materials study, traffic studies, threshold inspection, interior design, low voltage, parking consultant, sustainable/LEED consultant services, construction cost consultant and acoustical engineering are included in our architectural fee per your request.

Mason Blau & Associates, Inc. proposes to provide architectural, geotechnical, civil, landscape architect, survey, arborist, environmental site studies, hazardous materials (asbestos and lead) studies, traffic studies, threshold inspection, interior design, low voltage design, parking consultant, LEED consultant, construction costs, acoustical, structural, mechanical, plumbing, fire protection, and electrical consultant services for a fee of 8.76% of the construction cost or Three Million Eight Thousand Seven Hundred Thirty Four Dollars and 46/100 (\$3,008,734.46). This fee includes a total of fifteen (15) site meetings through construction documents; one (1) pre-bid conference and bi-weekly site visits by the architect

and civil engineer during construction for an assumed quantity of thirty (30) site visits for the 15-month construction duration; and up to thirty (30) site visits by our mechanical, electrical, plumbing and fire protection engineering consultants during construction. We have included an alternate for structural threshold inspection if it becomes necessary. We anticipate design to construction documents to take approximately two hundred forty (240) workdays to complete from Notice to Proceed, depending on owner review and approval. We anticipate permitting advertisement, bidding, and award of the construction contract to take a minimum of one hundred twenty (120) workdays. We anticipate construction to take a maximum of three hundred eight (308) workdays from notice to proceed to substantial completion.

The project team includes the following members, disciplines, and their associated fees:

Basic Services		
Mason Blau and Associates, Inc.	Architect	\$1,533,181.00
Pennoni Associates, Inc.	Structural Engineer	\$159,000.00
Engineering Matrix, Inc.	Mechanical, Plumbing, Electrical and Fire Protection Engineer	\$435,805.00
Basic Services Subtotal		\$2,127,986.00
Based on the Florida DMS Fee curve and current budget.		
Additional Services		
Cardno, Inc.	Civil Engineer, Survey, SUE Survey, Hazardous Materials, Environmental, and Traffic Studies	\$304,078.00
Terra Tectonics Design Group International, Inc.	Landscape, Irrigation & Arborist	\$19,494.00
Driggers Engineering Services, Inc.	Geotechnical Engineer	\$43,000.00
Bennett Design and Consulting, Inc.	Interior Design	\$58,630.00
THA Consulting, Inc.	Parking Consultant	\$35,000.00
Two Trails, Inc.	LEED Consultant	\$77,086.46
CC & A Consultants	Construction Cost Consultant	\$12,255.00
Keane Acoustics	Acoustical Engineer	\$9,100.00
Pennoni Associates, Inc.	Threshold Inspection Allowance	\$45,000.00
Engineering Matrix, Inc.	LEED Fee	\$26,500.00
	Low Voltage Services	\$53,250.00
	Existing Facility Fee	\$18,055.00
Mason Blau and Associates, Inc.	Programming Phase	\$60,000.00
	Site & Parking Confirmation	\$25,000.00
	LEED Coordination Documentation	\$6,000.00
	Existing Building As-Built Drawings for Demo	\$12,100.00
	Excess Tail Insurance	\$46,200.00
	Reimbursable Allowance	\$30,000.00
Additional Services Subtotal		\$880,748.46
TOTALS		
Basic Services Fee		\$2,127,986.00
Additional Services Fee		\$880,748.46
PROFESSIONAL SERVICES TOTAL FEE		\$3,008,734.46

Fee breakout per phase:

Programming and Site Verification Phase (6.30675%)	186,839.73
Schematic Design Phase (10%)	296,253.45
Design Development Phase (25%)	740,633.65
90% Construction Document Phase (27%)	799,884.32
100% Construction Document Phase (3%)	88,876.06
Permitting, Bidding & Negotiation Phase (5%)	148,126.75
Construction Administration Phase (23.69324%)	701,920.50
Project Completion and Closeout Phase	
Warranty Phase	
SUBTOTAL PROFESSIONAL SERVICES FEE	\$2,962,534.46
Excess Liability Insurance with 3 Year Tail	46,200.00
PROFESSIONAL SERVICES TOTAL FEE	<u>\$3,008,734.46</u>

Assuming the Owner wants this under a single Mason Blau & Associates, Inc. contract, the total fee for Professional Services is Three Million Eight Thousand Seven Hundred Thirty Four Dollars and 46/100 (\$3,008,734.46).

Typically, the following services are excluded: permit fees, formal LEED certification submittal to USGBC, environmental abatement, pile or mat foundations, post tension or poured in place concrete garage structural design, solar photo voltaic system design, and audio/visual design, food service equipment design, existing record drawings, and digitizing existing plans to generate AutoCAD DWG. or Revit files beyond what is described here, code corrections outside of the project limits, inventory of materials and equipment, analysis of Owner operating cost, extensive renderings, animations, virtual reality content and models. If any of these services are required, it would be considered an additional service cost.

EXPENSES

Per the County's request hourly rates are fully loaded and typical reimbursable expenses are included. Reimbursable expenses consist of consultant's travel, courier, reproduction, postage, plotting, and other miscellaneous expense incurred by the architect or his consultant regarding this project.

I hope this proposal meets with your approval. Should you have any questions, please do not hesitate to contact me.

Sincerely,



Michael R. Mason, AIA
President

MRM/tif

Cc: Robert H. Blau, AIA

December 14, 2021



Mr. Michael R. Mason, AIA, LEED AP - President
Mason Blau & Associates, Inc.
4625 East Bay Drive, Suite 228
Clearwater, FL 33764

RE: Pinellas County – North County Service Center (NCSC) Replacement Design (RFP Contract No. 21-0592-NC (PLU)) Professional Civil, Permit, Bid and Post Design Survey, SUE, Traffic and Environmental Proposal Pinellas County, Florida

Cardno

380 Park Place Blvd
Suite 300
Clearwater, FL 33759
USA

Phone: +1 727 531 3505
Fax: +1 727 539 1294

www.cardno.com

Dear Mike:

Pursuant to yours and the County's request related to RFP No. 21-0592-NC (PLU), Cardno is pleased to provide a proposal for Professional Civil Engineering Services for the re-development of the North County Service Center (NCSC) Replacement Design and other site improvements. The site is located on the west side of US Highway 19 North in Pinellas County on a 10 acre site just south of Curlew Road. For purposes of this proposal, we have divided the proposal into the following phase (s): Pre-Design Services (Environmental, Surveying & SUE, and Traffic); Basic Services (Programming, Schematic Design, Design Development, 90% / 100% Construction Documents (Civil) and Permitting, Bid Assistance, Post Design Services and Meetings. To accomplish each of these Phases, we have prepared the attached scope of services detailing the necessary scope of work for your review.

We appreciate your consideration of our firm for this work and look forward to continuing our relationship with Mason Blau & Associates and Pinellas County. Should this proposal meet with your approval, please issue an AIA contract with Terms & Conditions for our review and execution. If you have any questions or need additional information, please call.

Sincerely,

A handwritten signature in blue ink, appearing to read "Bryan L. Zarlenga".

Bryan L. Zarlenga, PE
Senior Principal – Land Development
For Cardno
Direct Line 727 431-1547

BLZ

Australia • Belgium • Indonesia • Kenya • New Zealand • Papua New Guinea
United Arab Emirates • United Kingdom • United States • Operations in 60 countries

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**SCOPE OF SERVICES
PINELLAS COUNTY - NORTH COUNTY SERVICE CENTER (NCSC) REPLACEMENT DESIGN
CIVIL ENGINEERING, ENVIRONMENTAL, SURVEYING / SUE AND TRAFFIC SERVICES
PINELLAS COUNTY, FLORIDA**

PROJECT DESCRIPTION

Cardno (hereinafter referred to as the “CONSULTANT”) understands that Mason Blau and Associates (hereinafter referred to as the “CLIENT”) and Pinellas County (hereinafter referred to as the “OWNER”) wish to re-develop approximately +/- 5 acres (refer to attached project limits map) of the overall +/- 10 acre existing campus with a new replacement building and parking garage per the Feasibility Study prepared in October 2019. Building Improvements include approximately a 70,000 GSF Three-Story Administrative Office and a mixture of Surface Parking and a 2-Story Parking Garage. Site Improvements to include: Drainage and utilities for both buildings and parking and circulation for staff/visitors within the site area. It is noted that the Florida Department of Transportation has a planned raised roadway in the future with frontage road abutting our property. There are no anticipated turn lanes or off-site improvements planned under this proposal.

The Stormwater Management System is proposed for only the 5 acre of the development as the western half of the site already has its own stormwater system. The plan is to provide water quality and quantity that will be designed to satisfy Pinellas County and Southwest Florida Water Management District (SWFWMD) requirements by utilizing a combination of retention ponds and underground vaults (as necessary) adjacent to the proposed buildings. Existing utilities are assumed to be available and adequate to serve the proposed development by way of US Highway 19 North for Potable & Fire Water; and via Mid-County Private Utility Provider for Sanitary Sewer. It is assumed that no off-site water or lift station / force mains will be required for this site based on the Feasibility Study. Both water and sewer designs will be coordinated thru Pinellas County Utilities and Mid-County Utility Provider. The project will be designed and constructed in accordance with LEED Certification.

Based on the Pinellas County Land Development Regulations the project will be permitted under a single phase. *If additional packages of plans and permits are requested, a separate scope and fee will be provided.* Anticipated permits include: Pinellas County Site Development; SWFWMD Environmental Resource Permit; Florida Department of Transportation (FDOT) Access, Drainage & Utility Connections; and Florida Department of Environmental Protection (FDEP) applicable water, sewer and NPDES permits.

PHASE I – PRE DESIGN SERVICES

1. Environmental Services (Phase 1 ESA, Pre-Demolition Asbestos, and Lead-Based Paint Screening)

The CONSULTANT will conduct Phase I ESA in general accordance with the EPA standard for All Appropriate Inquiries established in the Small Business Liability Relief and Brownfields Revitalization Act (the Brownfields Amendments to the Comprehensive Environmental Response, Compensation, and Liability Act) and ASTM E1527-13 *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process* (Refer to attached Scope for additional information).

The CONSULTANT will sub-consult with a certified asbestos specialist to perform a survey for asbestos containing materials (ACMs) at the existing 19,000 SF structure including up to 320 Bulk Samples. Refer to attached Scope for additional information.

The CONSULTANT will sub-consult with an EPA-certified lead inspector to perform an inspection of the interior and exterior areas of the building. Based on the walk through, the inspector will determine sample points for the direct reading XRF instrument. Refer to the attached Scope for additional information.

2. Survey and Surface Utility Engineering (SUE)

The CONSULTANT will utilize previous County's Boundary and Topographic Survey files to validate, update and provide necessary information for design and permitting. The CONSULTANT shall provide a topographic, tree and utility survey within the limits shown on the attached sketch +/- 5 acres). The survey shall include: all above ground visible topographic features within the defined limits above and up to 100 feet outside the boundary, inverts for all drainage and sanitary sewer structures, all regulatory trees 10-inches or larger in diameter at breast height will be located, and all grade breaks and elevations in order to create an accurate Digital Terrain Model (DTM). The project will reference NAVD 1988, Florida State Plan Coordinates, and North American Datum of 1983, 1990 Adjustment (NAD 83/90).

The CONSULTANT will provide a signed and sealed electronic file and surveyors report for design purposes. All survey activities and deliverables will be in accordance with Chapter 61G17 Florida Administrative Code, and Chapter 472 Florida Statutes. No underground foundations and limited subsurface utility engineering locates will be provided.

Subsurface Utility Engineering (SUE) designating and locating services will include ASCE Quality Level 'A' and 'B' to collect electronic destination markings and provide an electronic file together with a Surveyor's Report containing found utility information based on the project limits. Additional Phase 2 ASCE Quality Level 'A' locating (test holes) may be needed and would be considered additional services based on proposed design plans.

3. Traffic Analysis

The CONSULTANT will prepare a Methodology Statement to be used in performing the Traffic Study in accordance with Pinellas County Land Development Code. The report will analyze one (1) development scenario. The scope of work shall include the following:

- Estimate the daily and peak hour trip generation for the subject project, based on operational characteristics to be provided by the OWNER, for the interim & ultimate development scenarios.
- Estimate the peak hour trip distribution and roadway assignment for the project generated trips using manual method, based on direction provided by the OWNER, for the interim and ultimate development scenarios.
- Forecast AM & PM peak hour buildout-year traffic volumes for the project site driveway connection to US Highway 19 North, the first upstream and downstream u-turn opportunities along US Highway 19 and the adjacent segment of US Highway 19.
- Perform an operational and turn analysis for the study area intersections for AM and PM background and post-development peak hour traffic conditions.

- Perform a generalized level of service analysis for the study roadway segment for AM and PM background and post-development peak hour traffic conditions.
- Identify anticipated operating conditions and provide recommendations as appropriate.
- Prepare a technical memorandum to document the study.

Traffic Counts – Traffic counts will be performed on US Highway 19 and Site Access Driveway; US Highway 19 and Northerly U-Turn Opportunity; and US Highway 19 and Southerly U-Turn Opportunity

Transportation Management Plan – A management plan will be provided on the subject project in accordance with Pinellas County LDC (150-48) based on the results of the Traffic Study.

Meetings – The Consultant may participate and attend up to two (2) meetings and hearings as part of the Traffic Analysis Task.

PHASE II – Basic Services (Civil Engineering/Permitting/Bid & Post Design Services)

1. Programming

The CONSULTANT in conjunction with the CLIENT and OWNER will confirm the programming requirements and begin developing the conceptual site plans for the two (2) buildings and site improvements. This includes an overall site evaluation and review with the OWNER and other CONSULTANTS on items such as: Parking Demand, Utility Needs (interim and future); preliminary stormwater management analysis; compatibility with zoning requirements; landscape buffers, planting requirements, tree preservation/mitigation, irrigation needs; and vehicular use area including circulation and two (2) project team meetings with the CLIENT / OWNER. The CONSULTANT will provide additional research concerning existing permit history with the Water Management District, Pinellas County and miscellaneous utility providers adjacent to or on the subject property. An owner workshop and coordination with the LEED consultant will also occur during this initial phase of the project.

2. Schematic Design (SD) - Conceptual Site Plans

The CONSULTANT will assist the CLIENT and OWNER in developing the Conceptual Site Plan for the proposed development areas. The Schematic Design package for the proposed improvements will be based on the findings obtained from the Data Collection Phase, along with the initial program verification provided by the OWNER. The CONSULTANT will confirm: building setbacks, parking standards, stormwater requirements and availability, and location and availability of existing domestic utilities. Work to include attendance at design team meeting with the OWNER. The CONSULTANT will make up to two (2) revisions to the Schematic Design Plans based on the CLIENT and OWNER'S feedback and implement the desired revisions into the Design Development phase of the project.

a. Pre-Application and Design Team Meetings

The CONSULTANT will schedule and attend up to one (1) coordination/review meeting with the CLIENT and OWNER during each of the four phases (Programming, Schematic,

Design Development & Construction Documents), a total of four (4) meetings to review the documents prior to each submittal. The purpose of these meetings will be to confirm design parameters and standards applied to the project. The CONSULTANT will also schedule and attend one (1) pre-application meeting with each of the following agencies: Pinellas County and SWFWMD for scoping the design and permitting requirements of the project. Should the CLIENT and/or OWNER require additional meetings beyond the six (6) listed above, the CONSULTANT will perform those on an as needed basis in accordance with our Hourly Rate Schedule attached below.

3. Design Development (DD) Plans

a. Civil Engineering Plans

The CONSULTANT will advance the OWNER-approved Schematic Design Plans into Design Development plans (60% Level). In coordination with the CLIENT and OWNER, a Design Development site plan will be prepared based on the OWNER'S project programming requirements. The CONSULTANT will prepare a Design Development site plan that reflects the requirements of the permitting agencies for CLIENT and OWNER for review and approval. Once approved, this will be the basis for the CONSULTANT'S design and construction drawings. It is assumed the OWNER will not alter the building configuration and site layout after this phase.

The CONSULTANT will then develop and provide Design Development Plans (60% Level – Initial Permit Package) to the CLIENT to show a more detailed master plan level of the proposed improvements. The DD plan set will include: Demolition Plans, Master & Site Detail Plans, Master & Site Stormwater Plan, and Master & Site Utility Plans with associated civil engineering related outline specifications. An owner's workshop will be held to present the DD plan set to the stake holders. Coordination with the LEED consultant will also continue through this phase, as well as assistance in the civil engineering cost estimate elements.

b. Outline Specifications / Workshop / LEED Coordination

The CONSULTANT will prepare outline specifications for the Design Development plans associated with civil and landscape components. These specifications will reference the appropriate source and provide a description as to how it applies to the project. The CONSULTANT will also prepare for and attend one (1) OWNER workshop to review the DD plan set. Coordination with the LEED consultant on the civil components will also occur during this phase.

4. Construction Documents (90% & 100% CD's) and Permitting

a. Civil Engineering - The CONSULTANT shall prepare detailed civil engineering Construction Documents for the above referenced project showing paving, grading, drainage, water, and sewer facilities. The Plans will show connections to the proposed administrative building and parking garage with utilities and drainage at appropriate locations. The proposed stormwater management system will provide water quality and quantity for the proposed site improvements through a retention/detention pond. The CONSULTANT will utilize information obtained in the programming task, and

based on proposed developments; the CONSULTANT will begin preparing pre- and post- drainage maps for the subject development area. Once the drainage areas and CN's have been established, the CONSULTANT will begin modeling and designing the shape of the proposed stormwater pond for the new administration building and parking garage. Construction Drawings will be prepared to include Plan View, Contours, Cross Sections, Earthwork Calculations, Berm Details, Drainage Structure Details, and Notes. Design shall follow all latest design standards and regulations for Pinellas County, SWFWMD, and FDOT Requirements. No wetland mitigation or floodplain impacts are anticipated within the subject property.

It is assumed that existing domestic utilities are available with adequate capacity to serve this project and that no off-site utility extensions will be required. It is also assumed that no off-site roadway improvements (future FDOT Roadway Plans) will be required in support of this project.

The CONSULTANT will include submittal packages at the 90% and 100% milestone to the CLIENT and OWNER for review and comments prior to bidding. Technical specifications for Civil Engineering related design will be prepared to support the CLIENT in developing a bid package for the OWNER. An owner's workshop for each delivery milestone will be conducted with the design team.

The Civil Engineering Construction Document set shall include the following elements and estimated number of sheets shown in parentheses:

- Cover Sheet (1)
- General Notes (2)
- 20 Scale (Max) Boundary, Topographic, Aboveground Improvements and Tree Survey
- 20 Scale (Max) Geotechnical Boring Plan (By Driggers Engineering)
- Stormwater Pollution Prevention Plan
- 50 Scale Master Demolition Plan (1)
- 20 Scale Demolition Plans (2)
- 50 Scale Master Site Plan (1)
- 20 Scale Site Plans (2)
- 20 Scale Geometric/Horizontal Control Plan (2)
- Geometric Control Tables (2)
- 50 Scale Master Paving and Grading Plan (1)
- 20 Scale Paving and Grading Plans (4)
- 50 Scale Master Drainage Plan (1)
- 20 Scale Drainage Plan (4)
- 50 Scale Master Utility Plan (1)
- 20 Scale Utility Plans (4)
- Miscellaneous Notes, Details and Specific Blow-ups (10-20)

- b. PERMITTING** - The CONSULTANT will prepare and submit permit application forms as required by the permitting agencies. The CLIENT understands the CONSULTANT has no control over the final issuance of permits/approvals and that the CONSULTANT'S services include only the initial application and *two (2) requests for additional information*

response. The OWNER shall review, approve and sign all permit application documents in a timely manner prior to the submittal of the permits to the agencies having jurisdiction. The OWNER shall allow the CONSULTANT to execute permit applications, if desired, but must provide a Letter of Authorization to the CONSULTANT. ALL permit fees to be provided and paid for by the OWNER.

1. NPDES Permit

The CONSULTANT will prepare the Notice of Intent (NOI) Stormwater Permit Application; the NOI will be executed by the CLIENT and forwarded to the U.S. Environmental Protection Agency (EPA) and the Florida Department of Environmental Protection (FDEP). The Stormwater Pollution Prevention Plan (SWPPP) will be prepared and executed by the selected contractor and placed on file. It will be the responsibility of the contractor to monitor compliance with the SWPPP and to complete the Notice of Termination (NOT) at the completion of the project.

2. Utility Permits

The CONSULTANT will prepare and submit, as engineer of record, the Health Department permit applications for the following utilities: the on-site sanitary sewer collection system, the on-site potable water distribution system, and the fire flow system for each of the proposed buildings. This process involves also submitting applications to the utility provider for each utility service for signatures and approvals. The CONSULTANT will utilize data provided by the Plumbing Engineer and Fire Protection Consultant for inclusion in the permit submittals (i.e. fixture counts, proposed flow requirements, flow tests, etc.). All fire flow tests would be handled by the OWNER of the said utility, however, if a vendor is needed to flow the existing hydrants, the cost would be included as an expense.

3. Pinellas County Site Permit

Building and Site Construction Document Permit – The CONSULTANT will submit the necessary sets of signed and sealed Civil Engineering Plans and Documents to the County for construction plan approval. The CONSULTANT will also submit as-needed plans to the CLIENT (Architect) for inclusion into the Building Plans permit submittal. The CONSULTANT will provide response to comments (RAI's) update plans and resubmit up to two (2) rounds for both site and building submittals. Any variance, rezoning, land use amendment for this project will be considered additional services. It is anticipated that these permits could take at least 180-days for review and approval.

4. Southwest Florida Water Management District (SWFWMD) – ERP Modification –

The CONSULTANT will prepare the necessary applications, calculations and drainage reports to obtain permits for the stormwater pond (s) associated with the project limits (assume the westerly portion of site is already permitted).

The CONSULTANT will prepare and submit a SWFWMD Environmental Resource Permit Application for stormwater permitting in accordance with the District rules and regulations. In addition to SWFWMD requirements, the CONSULTANT will also prepare necessary calculations, exhibits and supporting documentation per Pinellas County Land Development Code for drainage and roadway systems. The CONSULTANT anticipates the project site to be located within an open drainage basin and will design the site based on a conventional side sloped ponds for a 25-year/24-hour design storm event. If it is determined that the subject property is located within a closed drainage basin or un-conventional pond designs (walls, underground vaults, etc.) are required, the CONSULTANT will prepare an additional scope and fee. Wetland mitigation services, off-site floodplain compensation; and NEPA Studies are not anticipated, and, therefore, not included within this scope of work.

5. Florida Department of Transportation (FDOT) – Access, Drainage and Utility Connection

The CONSULTANT will submit an access/sidewalk, utility and drainage connection application based on the conceptual site plan to FDOT for review and approval. The CONSULTANT shall provide the necessary calculations, applications and permit submittals in accordance with the FDOT rules and regulations. If it is determined that off-site roadway improvements to US Highway 19 North, and/or any signalizations are required as a result of the application, the additional work will be performed under separate Scope of Services for an additional fee. The General Contractor will be responsible for any Maintenance of Traffic Plans (MOT) and filing the permit, as they will be responsible for any bonding and/or construction activities within the Right-of-Way. The CONSULTANTS scope only includes sufficient information to obtain approval of the design intent of the project.

6. LEED Supporting Documentation

The CONSULTANT will coordinate with the project LEED consultant to complete templates related to the Civil Engineer and Landscape Architect disciplines. This task includes conducting the required analysis, producing the necessary maps/exhibits, filling out the applicable credit templates, and uploading the relevant data to the Green Globe or LEED-Online website. It is assumed that the OWNER is not planning to certify the project with LEED, however, the design is to incorporate LEED or Green Globe requirements.

c. BID PHASE SERVICES

The CONSULTANT will assist the CLIENT and OWNER through the public competitive bid process. These services are limited to preparation of the civil components of the bid package; participation in a pre-bid meeting; responding to bidder written questions; issuance of bid addendums and review, tabulation and ranking of submittals.

d. POST DESIGN SERVICES

The CLIENT and OWNER have estimated the construction duration at 15 months. The CONSULTANT will attend one (1) pre-construction meeting, twenty-eight (28) bi-monthly OAC meetings / site construction meetings to review any RFI or construction related issues. In addition, one (1) substantial inspection (punch list) and two (2) follow-up inspections of contractor's resolution to listed items will be conducted. During attendance at the construction meetings, the CONSULTANT'S staff will conduct on-site observations for general conformance with the contract documents.

The CONSULTANT will also provide Shop Drawing reviews for site/civil related documents; address the Contractor's Request for Information (RFI) and associated proposed resolution and assist the CLIENT in reviewing the Contractor pay application related to site/civil components of the pay request during the 15 months of construction.

Permit completion and transfer certifications by the Engineer of Record are included in this scope of services. Additional construction time may warrant a supplemental scope of services to complete supplemental tasks.

The CONSULTANT will review the As-Built "Drawing" and resulting "Survey" for completeness and prepare a Record Drawings based on these on the as-built drawing and survey provided by others. Additional reviews caused by contractor and/or surveyors incomplete information will be considered additional services. As-Built Drawing and Survey must be prepared by the contractor or the contractor's licensed surveyor in accordance with permitting agency specifications. The CONSULTANT will assist the OWNER in preparing the Engineer of Record completion certifications to the permitting agencies including Southwest Florida Water Management District, Pinellas County, and FDEP, as applicable.

5. Base Plan Revisions

Revisions to the construction plans to incorporate any OWNER driven or code change revisions to the base plan after the Design Development phase will be provided on a Time and Material Charge Basis.

MISCELLANEOUS

Services Not Included

The following is a list of supplemental services that are not included under this proposal. These services shall be charged in accordance with the hourly rates established in the CONSULTANT'S Professional Services Fee Schedule (see attached). The CONSULTANT shall only conduct such services upon authorization by the CLIENT.

1. The CONSULTANT shall not be responsible for attendance at meetings other than those specifically listed within this proposal. The CONSULTANT shall not be responsible for attendance at legal meetings, hearings, variances, attorney conferences or construction claims conferences.

2. The CONSULTANT shall not be responsible for the plans review fee charged by governmental agencies, costs of permits, impact fees, and consultant fees for outside consultants such as attorney's, Geotechnical Engineers, Architects, Arborists, Landscape Architect, Structural, Mechanical & Electrical (Power & Site Lighting) Engineers, etc. Expenses for printing of plans for governmental agency permitting or general contractor's use, and any related courier or delivery expenses will be billed as reimbursable expenses, with allowances established.
3. Rezoning, Land-Use, Variances and Planning Services are not anticipated, nor included under this proposal. Should these services be required a separate scope and fee will be provided.
4. FEMA flood plain analysis, mitigation, wetland impacts, and gopher tortoise relocations are not included in this proposal. However, should these service be required, a separate scope and fee can be provided.
5. Traffic Signalization Design is not included; Offsite roadway improvements, Offsite Drainage, and Offsite Utility relocations are not included under this proposal. However, should these additional services be required, a separate scope and fee will be provided.
6. Additional surveying beyond the limits outlined on the attached exhibit, tie-in surveys, construction stakeout, survey easements and any Preliminary/Final Plats are not included in this proposal. However, should these services be required, a separate scope and fee will be provided.
7. Landscape, Irrigation, Arborist and Tree Mitigation Services are excluded from our scope of work.
8. Meetings requested by the OWNER beyond those listed above during design or construction will be considered additional services.
9. Any conflicts or OWNER request for information during construction that arise due to Subsurface Utility Engineering (SUE) will be considered additional services.
10. The CLIENT (Architect) shall provide all sign designs and associated permits, building elevations, renderings, and other related building design / permitting requirements.
11. The CLIENT'S Mechanical, Electrical and Plumbing Engineers shall provide all design and engineering services related to the site lighting systems (on and within the subject property), soft utility coordination/design or other related architectural building specific services.
12. Means and Methods of construction, job safety, coordination and scheduling of construction work to be performed by the Contractor and/or subcontractor(s) are not included.
13. CONSULTANT is not responsible for acts or omissions of the Contractor, any subcontractor(s), or any contractor or subcontractor(s) agents or employees or any other persons (except his own employees and agents) at the project site or otherwise performing any of the work of the project.
14. The CLIENT/OWNER will provide the following:

- a. Title reports
- b. List of project contacts
- c. Historical documents of surveys or other related previous development documents
- d. Geotechnical engineering services
- e. Testing/Inspections during construction

COMPENSATION AND FEE SCHEDULE

The CONSULTANT's proposes to perform civil, landscape and sub-consultant services on a lump sum basis plus reimbursement for expenses. Time of Performance for services shall commence upon execution of this Contract and shall be ready for construction within 4-6 months from approval of the Design Development Site Plan, with the Pre-Design and Schematic Design site plan phase expected to be complete within 3-4 months from NTP and all CLIENT provided documents received prior to start of work. The schedule is predicated on no variances including land use and rezoning changes through Pinellas County approval process. The CLIENT understands the CONSULTANT has no control over the final issuance of permits and approvals. This schedule could be altered based on these approvals.

FEE SCHEDULE

I. PRE-DESIGN SERVICES

1.1	Environmental Phase 1 ESA, Asbestos Survey and Lead-Based Paint	
	1. Environmental Phase 1 ESA	\$ 5,005
	2. Pre-Demolition Asbestos Survey (320 Bulk Samples)	\$ 9,665
	3. Lead-Based Paint Screening	<u>\$ 2,575</u>
		\$ 17,425
1.2	Boundary/Topographic/Tree & SUE Surveys	
	1. Topographic & Tree Survey (~ 5 Acres)	\$ 16,280
	2. SUE Designating Crew (3 Days)	\$ 7,095
	3. SUE Locating Crew (2 Days)	\$ 4,950
	4. Survey and SUE Administrative Support (Manager/CAD)	<u>\$ 7,761</u>
		\$ 36,086
1.3	Traffic Analysis	
	1. Traffic Study Methodology Analysis	\$ 2,200
	2. Traffic Study	\$ 8,800
	3. Traffic Counts (6 @ \$600 EA)	\$ 3,960
	4. Transportation Management Plan	\$ 3,300
	5. Meetings & Coordination	<u>\$ 1,100</u>
		\$ 19,360
	Subtotal Phase I Pre-Design Services	\$ 72,691

II. BASIC SERVICES (CIVIL ENGINEERING, PERMITTING, BID AND POST DESIGN SERVICES (~5 ACRES))

2.1	Programming	
	1. Kickoff Meeting	\$ 2,098
	2. Program Verification	\$ 11,118
	3. Conceptual Analysis & Coordination with Architect & Consultants	<u>\$ 4,428</u>
		\$ 17,644

2.2	Schematic Design (SD)	
1.	SD - Civil Plans	\$ 11,520
2.	Design Team Meeting / Pre-Application Mtgs. (4)	\$ 4,512
3.	Owner Workshop (1)	\$ 1,558
4.	LEED Coordination	\$ 1,580
		<u>\$ 19,170</u>
2.3	Design Development (DD)	
1.	DD - Civil Plans (60% CD Level Plans)	\$ 16,520
2.	Outline Specifications	\$ 2,366
3.	Design Team Meeting (1)	\$ 3,118
4.	Owner Workshop (1)	\$ 3,038
5.	LEED Coordination	\$ 1,580
		<u>\$ 26,622</u>
2.4.	Construction Documents (90% & 100%)	
1.	Civil Plans (90% Milestone)	\$ 23,080
2.	Civil Plans (100% Milestone)	\$ 11,030
3.	Full Specifications	\$ 3,652
4.	Design Team Meeting (2)	\$ 3,580
5.	Owner Workshop (90% & 100% submittals) (2)	\$ 4,560
6.	LEED Coordination	\$ 2,500
7.	NPDES Permit	\$ 855
8.	FDEP Water & Sewer Permits	\$ 5,716
9.	Pinellas County Development Review Permit	\$ 9,176
10.	Pinellas County Building Department Permit (Assist Architect)	\$ 2,166
11.	Stormwater ERP Permit	\$ 17,752
12.	FDOT Permitting (Access, Drainage & Utility)	\$ 10,752
		<u>\$ 94,819</u>
2.5.	Bid Assistance	
1.	Bid Phase Services – Review Questions during Public Solicitation	\$ 7,236
2.	Assist Architect in preparing Addendums & Evaluation of Bid	\$ 2,706
		<u>\$ 9,942</u>
2.6.	Post Design Services	
1.	Post Design Construction Services (15 Months of Construction)	\$ 39,255
2.	Project Record Drawings (Contractor As-Builts)	\$ 6,440
3.	Bi-monthly QAC / Site Visits (Assume 15 Mo @ 8 hours per Mo + Report Documentation)	\$ 45,900
		<u>\$ 91,565</u>
	Subtotal Phase 2 Basic Services (Civil)	<u>\$ 259,762</u>
	TOTAL FEE	<u>\$ 332,453</u>

This proposal is based on our approved Pinellas County Rate schedule. If agreeable, your signature below will serve as our authorization to proceed.

Michael R. Mason, AIA, LEED AP – President
Mason Blau & Associates

December 9, 2021

Mason Blau & Associates, Inc.
4625 East Bay Drive, Suite 228
Clearwater, Florida 33764

Attn: Mr. Michael R. Mason, AIA, LEED AP
President

**RE: Proposal for Geotechnical Services
North County Service Center
29582 US Highway 19 N.
Clearwater, Florida
MBA Project No. 21530
Our File: DES 2112269P**

Dear Mike:

In accordance with your request, we are pleased to furnish a proposal for providing the requested geotechnical services for the subject project. Presented herein is a brief description of the requested scope of services together with associated fees.

SCOPE OF SERVICES

Based upon the test location plan provided for us by your site civil consultant, Cardno and structural consultant, Pennoni, a total of seventeen (17) structural borings has been requested within the proposed 3-story office structure and flanking parking garage. These test borings are proposed to a depth of 50 feet which should be sufficient to allow for evaluation of both shallow or deep foundation alternatives, if necessary. The Standard Test method of sampling will be utilized in these test borings per ASTM D-1586 to obtain soil samples for visual classification and laboratory testing together with penetration resistance values which aids in defining the strength and settlement characteristics of the subsurface soils.

Your site civil consultant has requested a total of fourteen (14) paved area classification borings which we have budgeted to a nominal depth of 6 feet. At twelve (12) of these locations, it was desired for the existing pavements to be cored to identify the thickness of the existing pavement structure as well as underlying subgrade conditions. Cardno also requested four (4) test

borings to a depth of 30 feet in planned stormwater retention areas together with four (4) Double-Ring Infiltration (DRI) tests anticipated to be performed within the upper 2 to 3 feet.

A limited program of laboratory classification testing has also been budgeted to aid in characterizing the engineering properties of the subsurface soils. Our laboratory tests would likely include grainsize analyses, Atterberg Limits, organic content tests and natural moisture content tests, as deemed appropriate.

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

1. Logs of the exploratory borings
2. Results of Infiltration testing
3. Results of laboratory classification tests
4. Discussion of subsurface soil and groundwater conditions including an estimate of the normal seasonal high groundwater levels in the stormwater areas
5. Recommendation for subgrade preparation and foundation design
6. Pavement Design considerations
7. Recommendations for quality assurance inspection and testing during the construction stage
8. Geotechnical construction considerations

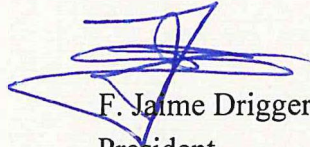
REQUESTED FEES

Appended is a schedule of fees under which we proposed to provide our services. Based on the attached fee schedule, we would suggest a geotechnical budget of **\$43,000.00**. You will note that our fee schedule includes provisions for utilizing our track-mounted drilling equipment because of the frequent need for having to work underneath the existing trees with limited overhead clearance. It is also important to note that we have included provisions for 2 mobilizations to complete the test borings due to the fact that 3 of the test borings fall within an existing structure that will ultimately be demolished.

The potential always exists that conditions could be encountered that may warrant modifying the scope of our work. In that event, we would certainly discuss these with you and secure your authorization prior to exceeding this budget. Conversely, where more favorable conditions may be encountered and depending upon structural load magnitudes, we may be able to reduce boring depths, thus effecting savings in our geotechnical investigation fees.

DRIGGERS ENGINEERING SERVICES, INC. appreciates this opportunity to be of continued service to Mason Blau, Inc. Should you have any questions concerning our proposal, please don't hesitate to contact the undersigned at your convenience.

Respectfully submitted,
DRIGGERS ENGINEERING SERVICES, INC.



F. Jaime Driggers, P.E.
President

FJD/nja

FJD-PRO\2112269P

Copies submitted: (1) Email

UNIT FEES AND ESTIMATED COSTS

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT FEE</u>	<u>ESTIMATED AMOUNT</u>	<u>ESTIMATED COST</u>
1.	Mobilization and Demobilization	\$ 450.00/Ea.	2	\$ 900.00
2.	Standard Penetration Test Borings (Track-mounted drill with increased mobility and limited overhead clearance requirements (17 @ 50'; 4 @ 30')			
	a) Soil Depth 0 – 50 Ft.	20.00/LF	800 LF	16,000.00
	b) Rock 0 – 50 Ft.	23.00/LF	170 LF	3,910.00
	c) 4" Temporary Casing	8.00/LF	425 LF	3,400.00
	d) Grouting Boreholes	6.00/LF	850 LF	5,100.00
	e) Patch Borehole in Asphalt	75.00/Ea.	12	900.00
3.	Pavement Area Classification Borings (14 @ 6')			
	a) Hand Auger Borings	12.00/LF	84 LF	1,008.00
	b) Coring Asphalt			
	i. Technician Time	90.00/Hr.	8 Hrs.	720.00
	ii. Bit Charge	3.00/Inch	24 Inches	72.00
	iii. Repair of Core hole	8.75/Ea.	12	105.00
	iiii. Laboratory Thickness	10.00/Ea.	12	120.00
4.	Double-Ring Infiltration Test	575.00/Ea.	4	2,300.00

5.	Laboratory Testing			
	a) Grainsize Analysis	40.00/Ea.	10	400.00
	b) Atterberg Limits	77.00/Ea.	6	462.00
	c) Organic Content	40.00/Ea.	5	200.00
	d) Moisture Content	10.00/Ea.	10	100.00
6.	CADD Technician	83.00/Hr.	16 Hrs.	1,328.00
7.	Secretary / Clerical	72.00/Hr.	6 Hrs.	432.00
8.	Chief Engineer	215.00/Hr.	24 Hrs.	<u>5,160.00</u>
		TOTAL ESTIMATED COST:		<u>\$ 42,617.00</u>
		TOTAL SUGGESTED COST:		<u>\$ 43,000.00</u>

STRUCTURAL FEE PROPOSAL

TO: Mike Mason, AIA President
Mason Blau Architects
4625 East Bay Drive Suite 228
Clearwater, FL 33764

FROM: E. Michael McCarthy, PE Vice President
Pennoni Associates Inc.
5755 Rio Vista Dr.
Clearwater, FL 33760

RE: **Pinellas County North County Service Center Replacement**
29582 US Hwy 19 North
Clearwater, FL
MBAAC21009

DATE: December 9, 2021

DESCRIPTION: New 2 or 3 story office building (69,312 sf) with Covered Walkway to Garage
Building superstructure - steel framing assumed
Walkway superstructure - pre-engineered steel or aluminum assumed
Foundations - TBD by geotech but spread footings assumed
Wind design criteria - base code
Construction cost - \$23.8M

New 2 Level Parking Garage (121,658 sf)
Superstructure - pre-engineered precast concrete double tees, beams, & columns
Foundations - TBD by geotech but spread footings assumed
Wind design criteria - base code
Construction cost - \$10.5M

BASIC SERVICES: Construction Documents - signed/sealed drawings and specs
Construction Administration - shop drawing review, RFI's
Construction Observation - periodic site visits as determined by Pennoni

ADD ALTERNATE SERVICES: Threshold Inspections - although it is not yet known if the office building will qualify as a Threshold Building, an estimated fee is being provided for budgeting purposes

SERVICES EXCLUDE: Structural analysis, evaluation, or design not specifically listed above
Site structures - pedestrian crossing, out buildings, walls, signs, etc...
Design of parking garage precast components (by delegated engineer)
Special foundations - piling, mat, etc...
Construction cost estimates

PROVIDED BY OTHERS: Soils report with foundation design recommendations
Special load criteria beyond code requirements

BASIC SERVICES:

	Building	Precast Garage	Total
Programming	\$ -	\$ -	\$ -
Schematic Design	\$ 5,500	\$ 2,450	\$ 7,950
Design Development	\$ 27,500	\$ 12,250	\$ 39,750
90% Construction Documents	\$ 44,000	\$ 19,600	\$ 63,600
100% Construction Documents	\$ 11,000	\$ 4,900	\$ 15,900
Bidding/Negotiations/Permitting	\$ 5,500	\$ 2,450	\$ 7,950
Construction Administration	\$ 16,500	\$ 7,350	\$ 23,850
Total Lump Sum fee:	\$ 110,000	\$ 49,000	\$ 159,000

ADD ALTERNATE SERVICES:

	Building	Garage	Additional Fees
Threshold Inspections. This is a budget number at this time. The final number of inspections will depend on the construction schedule which has not been determined yet.	\$ 45,000	\$ -	\$ 45,000
Parking Garage. Cast-in-place concrete (post tension, PSI, etc...) in lieu of precast double tees.	\$ -	\$ 36,000	\$ 36,000

BILLING RATES:

Project Hourly Billing Rates	
<i>PENNONI ASSOCIATES, INC.</i>	
Principal	210.00
Senior Project Manager	170.00
Forensic	185.00
Project Manager	155.00
Structural Designer	160.00
Construction Administration/Technician III	120.00
CADD Operator/Technician II	110.00
Clerical	75.00
Expert Witness	260.00

SITE PLAN:



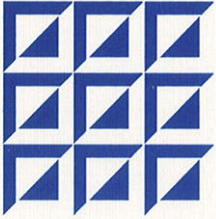
SUBMITTED BY:

E. M. McCarthy

E. Michael McCarthy, PE
Vice President

9-Dec-21

Date



Engineering Matrix, Inc.

December 14, 2021

Proposal No. 5884.1221

Via e-mail to mmason@masonblau.com

Mr. Mike Mason, AIA
Mason Blau and Associates, Inc.
4625 East Bay Drive, Suite 228
Clearwater, Florida 33764

RE: **PINELLAS COUNTY GOVERNMENT – NORTH COUNTY SERVICE CENTER**
MECHANICAL, ELECTRICAL, PLUMBING, FIRE PROTECTION (M/E/P/FP) ENGINEERING
REVISED FROM 12/14/2021

Dear **Mike**:

Engineering Matrix, Inc. (Matrix) submits the following scope and fee proposal for your consideration.

BACKGROUND

The Owner is proposing a replacement facility to house the County's existing and projected needs. The project would encompass demolition of the existing, one-story, 18,000 SF building with construction of a new, three-story, 69,000 SF building and new, 120,000 SF, open air parking garage. The new building would house the Tax Collector, Property Appraiser, and Clerk of the Court departments.

SCOPE OF WORK

Matrix has been requested to provide M/E/P/FP engineering design and construction phase administration services for this project. **Matrix** would provide the following engineering services, as required, to accommodate the new North County Service Center.

MECHANICAL DESIGN SERVICES

- Central energy plant equipment.
- Associated air handling systems.
- Piping/pumping systems, as required.
- Ductwork distribution system.
- Automatic temperature control system.

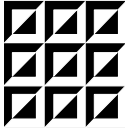


2860 Scherer Drive
St. Petersburg
Florida
33716

(727) 573-4656
Fax (727) 573-3902

www.engmtx.com

email@engmtx.com



ELECTRICAL DESIGN SERVICES

- Interior lighting emergency lighting, building perimeter lighting and exit lighting.
- Electrical distribution systems.
- Fire alarm system.
- Emergency, life safety, power distribution system, as needed.

PLUMBING DESIGN SERVICES

- Potable water system within five feet of building perimeter.
- Sanitary drainage system within five feet of building perimeter.
- Storm water drainage system within five feet of building perimeter.
- Domestic hot and cold-water heating system, as required.

FIRE PROTECTION DESIGN SERVICES

- Performance Specification level fire protection drawings indicating the areas of the building to be sprinkled, flow test data, riser location, and hazard ratings. This service would include providing Technical Specifications outlining materials, quality of workmanship, and warranty.

BASIC BID PHASE SERVICES

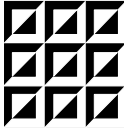
- Assist the Construction Manager in reviewing subcontractor bids.
- Process clarifications and addenda, as necessary.
- Review submitted bids with recommendation of award.

BASIC CONSTRUCTION PHASE ADMINISTRATION SERVICES

- Attend Pre-Construction Meeting.
- Review M/E/P related items and equipment submittals.
- Attend (i.e., Construction Administrator) up to two, OAC meetings per month during construction duration of related activity (construction duration assumed to be 15 months).
- Substantial Completion Site Visit with generation of punchlist items.
- Final Completion Site Visit for review of punchlist item completion.
- Review Contractor-submitted as-built documents.

SERVICES NOT INCLUDED, BUT AVAILABLE AS AN ADDITIONAL SERVICE

- Front End Documents.
- As-Built Documents.
- Advertising.
- Reproduction/Distribution of Bid Documents.
- Distribution of Addenda.
- Attendance at Bid Opening.
- Detailed Cost Estimating.
- Advanced Purchase Equipment Submittals.
- Early Release and Phased Documents.
- Life Cycle Cost Analysis.
- Acoustic Engineering Services.
- Value Engineering (redesign after issuance of bid documents).
- Testing, Adjusting, and Balancing (TAB) Services. It is Expected the Owner/Contractor would Direct Hire the Services of a TAB Contractor and Provide the Engineer with a Completed TAB Report for Review by the Engineer
- Plumbing Design Beyond Five-Foot of Building Perimeter (i.e., includes water, sanitary, storm, gas, and fire sprinkler piping).



PROPOSED ADDITIONAL ENGINEERING SERVICES

Matrix would provide the following additional engineering services, as required, for the below listed scope packages:

LEED SERVICES

- Provide energy modeling efforts, as required, to fulfill LEED requirements.
- Provide design efforts for compliance with the requirements of LEED points agreed to be pursued (up to eight LEED credits including energy model credit).
- Provide documentation efforts, as required, to complete online templates for M/E/P-related LEED points agreed to be pursued (up to eight LEED credits including energy model credit).
- Attend LEED-related coordination meetings.

LOW-VOLTAGE DESIGN SERVICES

- Audio/Visual system.
- Data communication system.
- Security system (i.e., Intrusion, Surveillance, and Access Control).

EXISTING FACILITY SERVICES

- Selective demolition drawings.
- Design for site related items fed from existing facility scheduled to be demolished.
- Site lighting design.

PARKING GARAGE SOLAR PHOTOVOLTAIC SERVICES

- Solar system design.

PROPOSED FEES

Matrix would complete the above outlined Scope of Work for the lump sum fees as listed below.

Basic Services Fees

❖ **NEW 69,000 SF BUILDING**

Construction Estimate = \$23,834,310

A/E Fee Percent Using DMS Curve D = 6.2%

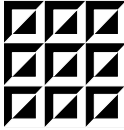
A/E Fee (\$23,834,310 X .062%) = \$1,477,727

Gross M/E/P/FP Services Fee @ 29.4%.....\$434,452

Less Architectural Project Management @ 20%.....(\$86,890)

ADJUSTED M/E/P/FP FEES.....\$347,562

CALL IT \$347,560



❖ **NEW 120,000 SF PARKING GARAGE BUILDING**

Construction Estimate = \$10,516,160

A/E Fee Percent Using DMS Curve E = 6.17%

A/E Fee (\$10,516,160 X .0617) = \$648,847

Gross M/E/P/FP Services Fee @ 17%..... \$110,304

Less Architectural Project Management @ 20%.....(\$22,060)

ADJUSTED M/E/P/FP FEES \$88,244

CALL IT \$88,245

TOTAL BASIC SERVICES M/E/P/FP FEES \$435,805

Additional Services Fees

❖ **LEED SERVICES**

1. Energy Model.....\$15,000

2. Eight M/E/P LEED Credit Documentation.....\$11,500

LEED FEE TOTAL \$26,500

❖ **LOW-VOLTAGE SERVICES**

1. Audio/Visual.....\$14,200

2. Data Communication\$28,850

3. Security.....\$14,200

LOW-VOLTAGE FEE TOTAL..... \$53,250

❖ **EXISTING FACILITY EFFORTS**

1. Selective Demolition Drawings..... \$7,590

2. Design services for site items scheduled to remain \$5,290

3. Site Lighting Design.....\$5,175

EXISTING FACILITY FEE TOTAL..... \$18,055

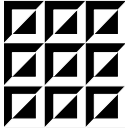
❖ **PARKING GARAGE SOLAR PHOTOVOLTAIC SYSTEM**

1. Solar System Design\$21,000

SOLAR PHOTOVOLTAIC FEE TOTAL \$21,000

BASIC & ADDITIONAL SERVICES FEE TOTAL \$554,610

Matrix would bill consistent with the Architect's contract with the Owner based on timely billing. All invoices would be due within 10 days of Architect's receipt of Owner payment.



Mr. Mike Mason, AIA
Mason Blau and Associates, Inc.
December 14, 2021
Page 4

Please review this proposal. Based on your concurrence, sign and return a copy for our files, as our notice to proceed. If you should have any questions or require additional information, please feel free to contact our office.

Sincerely,

Engineering Matrix, Inc.

Gregory F. Bowen, P.E., LEED AP BD&C
Principal

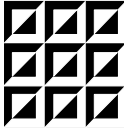
Attachment: **Matrix** Task/Cost Breakdown

cc: Mktg. File

Accepted by: _____

Date: _____

Title: _____



New 69,000 SF Building	HOURS								GRAND TOTALS
	PRINCIPAL	SR./REGISTERED ENGINEER	ENGINEER	CONSTRUCTION ADMINISTRATOR	SENIOR DESIGNER	DESIGNER	CLERICAL		
TASKS	\$195.00	\$115.00	\$90.00	\$70.00	\$75.00	\$65.00	\$45.00		
Data Gathering & Evaluation	15	179	191	0	0	0	20		405
Schematic Design	31	204	395	0	38	0	38		706
Design Development	71	306	383	0	64	0	41		865
Construction Documents	64	281	638	0	89	0	61		1133
Permitting	20	0	0	0	0	0	10		30
Construction Administration	31	0	0	306	0	0	61		398
TOTAL HOURS	232	970	1,607	306	191	0	231		3,537
Sub Totals	\$45,240	\$111,550	\$144,630	\$21,420	\$14,325	\$0	\$10,395		\$347,560

New 120,000 SF Parking Garage	HOURS								GRAND TOTALS
	PRINCIPAL	SR./REGISTERED ENGINEER	ENGINEER	CONSTRUCTION ADMINISTRATOR	SENIOR DESIGNER	DESIGNER	CLERICAL		
TASKS	\$195.00	\$115.00	\$90.00	\$70.00	\$75.00	\$65.00	\$45.00		
Data Gathering & Evaluation	3	45	49	0	0	0	5		102
Schematic Design	8	52	101	0	10	0	10		181
Design Development	18	78	97	0	16	0	10		219
Construction Documents	16	71	162	0	23	0	16		288
Permitting	5	0	0	0	0	0	3		8
Construction Administration	8	0	0	78	0	0	16		102
TOTAL HOURS	58	246	409	78	49	0	60		900
Sub Totals	\$11,310	\$28,290	\$36,810	\$5,460	\$3,675	\$0	\$2,700		\$88,245



AGREEMENT BETWEEN CLIENT AND LANDSCAPE ARCHITECT

This Agreement, effective as of **December 7, 2021** is between: **Mason Blau and Associates, Inc. 4625 East Bay DR, Ste 228, Clearwater, FL 33764** and: Landscape Architect/Arborist: **Terra Tectonics design group, Inc. 1188 Kapp Drive, Clearwater, Florida 33765**; for the following Project:

North Pinellas County Service Center Svs
& Tree Preservation Plan

29582 US HWY 19, Pinellas County, Florida

Scope of work:

1. Review civil engineers site plans and applicable County of Pinellas Development codes for impacts on proposed permit requirements.
2. Provide Planting plan and Irrigation plan construction and permitting documents for site development including specifications and details and calculations as needed.,.
3. Sign and Seal plans for permit application.
4. Provide revisions needed as indicated by governing bodies to comply with applicable permit requirements
5. Provide an ISA Certified Arborists Tree Preservation Plan for the existing trees at the project site as shown on the approved site survey.
6. Review applicable Pinellas County Site & Tree permitting requirements and prepare the Preservation Plan to meet the requirements.
7. Provide a certified plan to Owner for Permit application and for Owners use.

Article 1 Landscape Architect's/ISA Certified Arborist Basic and Additional Services

A. Landscape Architect/Arborist agrees to provide Client the following Basic Services:

1. Pre-design permit and site plan review
2. Planting & Irrigation Permit Plans
3. Construction documents for tree protections, planting and irrigation plans for permits
4. Provide revisions as needed to assist clients in obtaining permits.
5. Sign and seal plans for permit application
6. Site visit for installation confirmation inspection.

North Pinellas County Service Center

7. Review applicable Pinellas County Site & Tree permitting requirements and prepare the Preservation Plan to meet the requirements. Plan will show the following:
 - a. Existing trees to be preserved
 - b. Existing trees to be removed
 - c. Tree Canopy lines
 - d. Tree barricade limits at 2/3 dripline or required root pruning if less.
 - e. Proposed site development features such as stormwater, driveways, buildings and other proposed construction that will impact tree preservation
 - f. Provide recommendations for tree protections for trees to remain.
 8. Review Pinellas County's Arborist Tree Preservation report requirements
 9. Provide Tree Preservation Plan based on existing trees to be preserved and trees to be removed as per developer requirements and approved site plan.
 10. Produce and deliver Tree Preservation Plan to client.
- B. Additional Services beyond Landscape Architect's/Arborist's Basic Services may be provided if confirmed in writing. Including: Existing tree assessments and reports by ISA-Certified Arborist, additional Site Inspections, bidding and contract review, Presentation models, drawings, renderings, other sub-consultants with specialized expertise beyond our own.
- C. Excluded Services: Topo Survey, Tree Survey, Site Survey, CADD base maps, payment requests by others, subsurface conditions, soil issues (including suitability for plant material, soil content, level of compaction), lot line location, drainage, utilities' location, permits, signage, security, lighting, insurance requirements, bidding recommendations and requirements, project budget, existing plant inventory, maintenance after completion.
- D. Landscape Architect/Arborist agrees to provide its professional services in accordance with generally accepted standards of its profession. Landscape Architect/Arborist agrees to put forth reasonable efforts to comply with codes, laws and regulations in effect as of the date of this agreement.

Article 2 Client's Responsibilities

- A. Client agrees to provide Landscape Architect/Arborist with any available pertinent information, surveys, reports, and professional recommendations requested by Landscape Architect/Arborist to provide its professional services. Landscape Architect/Arborist may reasonably rely on the accuracy and completeness of these items.
- B. Client agrees to advise Landscape Architect/Arborist of any known or suspected contaminants at the Project site. Client shall be solely responsible for all subsurface soil conditions unless otherwise agreed to in writing.
- C. Client will obtain and pay for all necessary permits from authorities having jurisdiction over the project. Landscape Architect/Arborist will assist Client with this obligation by completing and submitting appropriate paperwork and forms to governing authorities. Landscape Architect's/Arborist's assistance, however, shall not include attendance at the meetings with

North Pinellas County Service Center

such governing authorities or creating additional or special documentation required by such authorities.

- D. Client agrees to provide the items described in Article 2.A and to render decisions in a timely manner so as not to delay the orderly and sequential progress of Landscape Architect's/Arborist's services.

Article 3 Estimated Schedule and Project Budget

- A. Landscape Architect/Arborist shall render its services as expeditiously as is consistent with professional skill and care. During the course of the Project, anticipated and unanticipated events may impact any Project schedule.
- B. As of the date of this Agreement, Client's Project budget is not estimated at this time. Client agrees to promptly notify Landscape Architect/Arborist if Client's schedule or budget changes. Client acknowledges that significant changes to the Project schedule, budget or the Project's scope may require Additional Services of Landscape Architect/Arborist.

Article 4 Compensation and Payments

- A. Client agrees to pay Landscape Architect/Arborist as follows:
 - 1. Basic Services: **\$19,494.00, Nineteen Thousand Four Hundred Ninety Four DOLLARS** for a period not to exceed 1 year from date of this agreement. At end of one year both parties reserve the right to renegotiate fees. Fee breakdown as follows: (Billable upon completion of each phase)

a. Principal	78 hrs	\$13,747.50
b. CAD	55 hrs	\$ 4,125.00
c. Clerical	23 hrs	<u>\$ 1,621.50</u>
TOTAL:		\$19,494.00
 - 2. Additional Services: extra services will be compensated at an hourly rate of **\$176.25 per hour** and shall include items requested by Owner/Client for services not included in this proposal/contract.
 - 3. Extra Services shall be considered as: Site design plans, hardscape, planting and irrigation redesign, due to site plan layout changes from other design professionals and/or Owner, beyond our control. Extra Services shall not be for revisions to our own work, due to comments from city/county permitting process specifically regarding landscape architectural services. Extra Services shall be agreed upon in writing between both parties before work commences.
- B. Landscape Architect/Arborist shall bill Client for Basic and Additional Services and Reimbursable Expenses once a month. All payments are due Landscape Architect/Arborist upon receipt of invoice. A service charge of 1.5% per month will be charged on all amounts due more than 30 days after the date of invoice.

North Pinellas County Service Center

Article 5 Termination

- A. Either Client or Landscape Architect/Arborist may terminate this Agreement upon seven days written notice.
- B. If terminated, Client agrees to pay Landscape Architect/Arborist for all Basic and Additional Services rendered and Reimbursable Expenses incurred up to the date of termination.
- C. Upon not less than seven days' written notice, Landscape Architect/Arborist may suspend the performance of its services if Client fails to pay Landscape Architect in full for services rendered or expenses incurred. Landscape Architect shall have no liability because of such suspension of service or termination due to nonpayment.

Article 6 Dispute Resolution

- A. Client and Landscape Architect/Arborist agree to mediate claims or disputes arising out of or relating to this Agreement as a condition precedent to litigation. The mediation shall be conducted by **local office of JAMS/Endispute** or any other mediation service acceptable to the parties. A demand for mediation shall be made within a reasonable time after a claim or dispute arises and the parties agree to participate in mediation in good faith. Mediation fees as well as any attorneys fees incurred for purposes of collecting our fees, shall be paid for by client. In no event shall the applicable law for mediation be made after such claim or dispute would bar any demand.

Article 7 Ownership of Documents

- A. All instruments of professional service prepared by Landscape Architect/Arborist, including, but not limited to, drawings and specifications, are the property of Landscape Architect, and these documents shall not be reused on other projects without Landscape Architect's written permission. Landscape Architect/Arborist retains all rights, including the copyright in its documents. Client or others cannot use Landscape Architect's documents to complete this Project with others unless Landscape Architect is found to have materially breached this Agreement.
- B. Landscape Architect/Arborist reserves the right to include representations of the Project in its promotional and professional materials.

Article 8 Governing Law

- A. This Agreement is governed by the law of the state in which the Project is located, which will be the **State of Florida**.

Article 9 Indemnification

- A. Client agrees to indemnify, defend and hold Landscape Architect/Arborist harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including, but not limited to, reasonable attorneys' fees and all legal expenses and fees incurred on appeal, and all interest thereon, accruing or resulting to any and all persons, firms or any other legal entities on account of any damages or losses to property or persons, including injury or death, or economic losses, arising out of the Project and/or the performance or non-performance of obligations under this Agreement, except to the extent such damages or losses are found by a court or forum of competent jurisdiction to be caused by Landscape Architect's/Arborist's negligent errors or omissions.

Article 10 Attorneys' Fees

- A. Should any legal proceeding be commenced between the parties to this Agreement seeking to enforce any of its provisions, including, but not limited to, fee provisions, the predominantly prevailing party in such proceeding shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for attorneys' and expert witnesses' fees, which shall be determined by the court or forum in such a proceeding or in a separate action brought for that purpose. For purposes of this provision, "prevailing party" shall include a party which dismisses an action for recovery hereunder in exchange for payment of the sum allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the action or proceeding.

Article 11 Waivers of Consequential Damages and Subrogation

- A. Client and Landscape Architect/Arborist waive all claims to consequential damages for any claims or disputes arising out of or relating to this agreement.
- B. In addition, Client and Landscape Architect/Arborist waive all claims against each other to the extent covered by any applicable insurance during design or construction, including but not limited to claims for subrogation.

Article 12 Client's Responsibility For Maintenance

- A. Client acknowledges and agrees that proper Project Landscape maintenance is required after the Project is complete. A lack of or improper maintenance may result in damage to property or persons. Client further acknowledges that, as between the parties to this Agreement, Landscape Architect/Arborist is not responsible for the results of any lack of or improper maintenance.

Article 13 No Third Party Beneficiaries

- A. Nothing in this agreement is intended to create a contractual relationship for the benefit of any third party. There are no intended beneficiaries of this agreement except Landscape Architect/Arborist and Client.

North Pinellas County Service Center

Article 14 Expiration of Proposal

If this agreement is not accepted within **45 days**, the offer to perform the described services is withdrawn and shall be null and void.

LANDSCAPE ARCHITECT/ARBORIST



Jonathan H. Toner, RLA, ISA
Terra Tectonics design group, inc.

Dated 12-07-2021
Florida Certificate No. LA-0001123
Renewal Date 11-2023

CLIENT

Title _____

Dated _____



Bennett Design and Consulting, Inc.

Bennett Design & Consulting, Inc.
3517 Sam Allen Oaks Circle
Plant City, FL 33565
State License: ID-0003724

December 9, 2021

Mr. Mike Mason
Mason Blau and Associates, Inc.
4625 East Bay Drive
Suite 228
Clearwater, FL 33764

RE: Pinellas County- North County Service Center fee proposal

Dear Mr. Mason:

I am pleased to submit the following proposal for interior design services for project mentioned above. Services are based upon approximately 69,000 sf, and shall include the following:

1. Meeting as required with the client to determine design direction.
2. Selection of finishes which includes coordination of existing and new finishes.
3. Meeting with client to review finish options and adjust as necessary.
4. Development of one (1) finish board organizing selected finishes for Pinellas County. Board will represent one scheme only. In addition, one finish booklet will be provided to the architect for his records and one for the contractor.
5. Selection of finish colors for furniture required for scope of project. Work with furniture vendor on specification of furniture.
6. Preparation of construction documents and specifications for bid.



Bennett Design and Consulting, Inc.

7. Bidding and negotiation.
8. Construction Administration

Compensation for the services described above shall be a flat fee of \$58,630.00. Any additional services will be based on an hourly rate of \$110.

Thank you for your consideration and please notify me if this proposal meets your approval and/or if any modifications need to be implemented.

Sincerely,

Shari Sparkman Bennett

President
Bennett Design Consulting, Inc.
bennettdesignconsulting@gmail.com
813.220.0246

December 7, 2021
Updated December 9, 2021

Mr. Michael Mason, AIA
Mason Blau & Associates
4625 East Bay Drive, Suite 228
Clearwater, FL 33764

Re: Parking Design Proposal, North County Service Center (NCSC) Replacement Design (Parking Deck)

Dear Mike:

As requested, please find my updated proposal to reflect our time and expenses for some (a total of 9) on-site or in-person meetings for providing our parking consulting services for the above project.

Project Understanding

- The Parking Deck consists of approximately 350 spaces, depending on the preferred option.
- The Parking Deck will be free-standing and open air.
- Mason Blau & Associates will be the AOR for the project.
- We anticipate that the parking deck will consist of precast construction.

Proposed Services Overview

- We propose to serve as parking consultant of record for the Parking Deck component.

The following is an outline of our proposed scope of services:

SCOPE OF SERVICES

Parking Consulting

Schematic Design Phase

1. Working collaboratively with you, develop and finalize the preferred parking garage concept for the site with a special emphasis on:
 - a. Final functional design and integration with structural framing system
 - b. Pedestrian flow and connections to elevators/stairs
 - c. Street connections and curb cuts
 - d. Striping layout and final space count
 - e. Relationship to other buildings
 - f. Segregation of parkers
 - g. Location of stairs and elevators
 - h. ADA parking requirements
 - i. Location of lobbies, storage rooms, mechanical and electrical rooms
 - j. Structural grid for the preferred structural system
 - k. Wayfinding and signage (directional and branding)
 - l. Parking operations, including self and valet

- m. Drainage strategies
 - n. Parking access and revenue control system
 - o. Parking guidance or counting system (if desired by Owner)
 - p. Service vehicle access and turning maneuvers
 - q. Lighting intensity
 - r. Level of Service evaluation for the Users
2. Meet with the Project Team throughout the Schematic Design phase to discuss parking-related matters and advance the parking design. We anticipate one (1) in-person meeting during programming and two (2) in-person meetings during SD's. Other meetings can be held virtually. We anticipate a total of four (4) project meetings during the SD phase.
 3. Provide our ideas for cost saving measures and the potential cost of the parking structure, including our opinion on potential construction costs.

Design Development Phase

1. Advance functional-design related elements during this phase with respect to:
 - a. Parking/Functional Design
 - i. ramping system details, final parking geometrics, final functional layout
 - ii. finalize entry/exit plans, number of lanes and locations
 - iii. determine signage locations and concept
 - iv. appropriate parking technology
 - v. coordinate with you on any external signage
 - vi. finalize ideas on the segregation of parkers
 - vii. finalize ADA parking needs
 - viii. parking access and revenue control systems
 - ix. final drainage strategy
2. Meet with the Project Team throughout the Design Development phase to discuss parking-related matters and advance the parking design. We anticipate two (2) in-person meetings during DD's. Other meetings can be held virtually. We anticipate a total of four (4) project meetings during the DD phase.

Construction Document Phase

1. Develop the final construction drawings for the parking layout, signage and the parking technology for insertion into the final construction documents set. We will also include specifications for striping, parking and traffic flow signage, parking access and revenue control, sealants, expansion joints and concrete sealers. We can prepare our plans in CAD or Revit.
2. Provide review of the parking deck design at 50% and 95% completion.
3. Meet with the Project Team throughout the Construction Documents phase to coordinate the development of the drawings and advance the parking design. We anticipate two (2) in-person meetings during the CD phase. Other meetings can be held virtually. We anticipate a total of four (4) project meetings during the CD phase.

Construction Administration Phase

1. Review shop drawings relating to the parking consulting work we provided.
2. Visit the project two (2) times during construction to observe progress and answer any on-site questions

PROFESSIONAL FEES

We propose to serve you for the professional lump sum fee **of \$32,478, plus an additional \$2,522 to cover reimbursable expenses (travel) for a total lump sum of \$35,000.** Expenses will be billed at direct cost.

We anticipate working under an AIA Agreement, modified to our mutual satisfaction.

SCHEDULE

We can begin immediately and conform to the desired design schedule.

If you have any questions, please feel free to contact me directly at 404-444-2509. Again, Mike thank you for including us in this project – look forward to seeing you after the first of the year!

Very truly yours,



Michael D. Martindill
Principal

QUALIFICATIONS

- This proposal shall be valid up to 6 months from submission date. If the project award is provided to THA after 6 months from submission date, THA shall discuss with the Client, and impact from a professional fee and/or schedule perspective, if any.

AUTHORIZATION

Trusting the above is satisfactory, please sign and return one copy as our authorization to proceed.

Signature _____

Name _____

Title _____

Date _____

CC Construction
&A Consultants &
Associates

December 3, 2021

Mr. Michael R. Mason, AIA
Mason & Blau and Associates, Inc.
4625 East Bay Dr Suite 228
Clearwater, Florida 33764

Re: Pinellas County North Service Center
Pinellas County, Florida

Dear Mike:

C C & A Construction Consultants & Associates, Inc. is pleased to have this opportunity to present this proposal to provide the following cost consulting services for the above referenced project.

Schematic Design Cost Budget	approx. 30hrs at \$142.50	\$4,275.00
Design/Development Cost Budget	approx. 24hrs at \$142.50	\$3,420.00
90% Construction Document Cost Budget	approx. 18hrs at \$142.50	\$2,565.00
100% Construction Document Cost Budget	approx. 14hrs at \$142.50	\$1,995.00
	TOTAL FEE	\$12,255.00

We welcome this opportunity to work with you and your team of Professionals on this project. If you have any questions in regard to this proposal, please call me at your convenience.

Sincerely,

C C & A Construction Consultants & Associates, Inc.



Robert A. Kaupp, LEED AP
President



AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT ("**Agreement**") shall be effective commencing the ___ day of _____, 2022, between MASON BLAU AND ASSOCIATES, INC (herein referred to as the "**Client**"), whose mailing address is 4625 East Bay Drive, Suite 228, Clearwater, FL 33764, and TWO TRAILS, INC., a Florida corporation, ("**Consultant**"), whose mailing address is 8955 U.S. Hwy 301 N #386, Parrish, FL 34219.

WITNESSETH:

Property located in Clearwater, FL commonly known as North County Service Center, 29582 U.S. 19 North (the "**Project**").

WHEREAS, Client desires to commission the services of a consultant to perform the hereinafter described services, and Consultant desires to be so commissioned.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and obligations herein contained, the parties agree as follows:

1. SCOPE OF SERVICES.

a. A description of the nature and scope of services to be performed by Consultant under this Agreement ("**Basic Services**") is set forth in **Exhibit "A"** attached hereto and incorporated herein by reference.

b. Additional Services: Client may, from time to time, authorize Consultant in writing to perform additional services ("**Additional Services**"), in which event Consultant shall perform same. Any such Additional Services shall be set forth in an Amendment to this Agreement which shall be executed by both parties and which shall be governed by the terms and conditions of this Agreement unless otherwise expressly set forth therein.

c. Reduction of Scope of Services: Basic Services plus Additional Services are hereinafter referred to collectively as "**Services**." Client retains the right, in its sole discretion, to reduce any portion of the scope of Services.

d. Time for Completion: Consultant shall commence the Services upon execution of this Agreement, or as otherwise directed by Client, and shall complete same as progress of construction requires, it being understood and agreed that TIME IS OF THE ESSENCE of this Agreement. Final certifications shall be completed as soon after issuance of a Certificate of Occupancy on the subject buildings is issued as possible.

e. Acceleration: Consultant shall accelerate performance of its Services in the manner directed by Client in the event that Client, in its sole discretion, determines that such acceleration is necessary to maintain the Schedule. If acceleration is required as a result of delays caused solely by Consultant, then such acceleration shall be at no additional cost to Client. If acceleration is required as a result of delays partially caused by Consultant, then such portion of any accelerated service partially caused by Consultant shall be at no additional cost to Client, and any other portion of any such accelerated service shall be compensated as an Additional Service. If acceleration is required as a result of delays or design modifications caused by Client or



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applicable regulatory agency, such acceleration shall be compensated as an Additional Service. The failure or refusal of any time attributable to Client's authorization of Additional Service by Consultant shall not be considered a cause of delay attributable to Consultant under this paragraph.

2. COMPENSATION.

a. Client shall pay for the performance of the Services, as directed by the Client's representative, based upon the rates set forth in **Exhibit "B"** attached hereto and incorporated herein by this reference. Reimbursable expenses shall be paid by Client to Consultant subject to and in accordance with the terms and conditions of **Exhibit "C"** ("**Reimbursable Expenses**").

b. The basis of compensation for any Additional Services shall be set forth in an Amendment to this Agreement providing for such Additional Services. Any Additional Services performed by Consultant prior to execution by both parties of an Amendment shall be at Consultant's sole risk and expense and shall not be compensated by Client. Any delay attributable to the drafting, negotiation and/or execution of the scope of Additional Services shall not be attributable to Consultant.

c. Payments shall be made monthly for Services provided by Consultant, based upon the actual cost incurred by the Consultant at the agreed rates through the end of the billing period for which an invoice is submitted, less the sum of previous payments. Consultant shall invoice Client and Client shall pay each invoice (or uncontested portion thereof) within thirty (30) days after receipt of invoice. Invoices shall (i) itemize and include complete documentation and substantiation for all charges being invoiced, (ii) itemize each Amendment and amount being billed against such Amendments in the invoice, and (iii) itemize all amounts previously invoiced and paid. All invoices shall be addressed to:

MASON BLAU AND ASSOCIATES, INC
4625 East Bay Drive
Suite 228
Clearwater, FL 33764

3. PROJECT CONSTRUCTION BUDGET.

Intentionally omitted.

4. BOOKS AND RECORDS. Consultant shall maintain, in accordance with generally accepted accounting principles, comprehensive books and records relating to all Services performed under this Agreement, which shall be retained by Consultant for a period of at least four (4) years from and after the completion of all Services.

5. DELIVERABLES. "**Deliverables**" shall mean all drawings, specifications, data, ideas, designs, concepts, sketches, artwork, molds, models, tooling, programs, software, reports, improvements, inventions, original works of authorship or other tangible or intangible work product in whole or in part conceived, produced, commissioned or acquired by Consultant in connection with the Services. Consultant shall supply all Deliverables to Client in accordance with the requirements of this Agreement. Consultant is and shall be fully responsible for the preparation and accuracy of all Deliverables and the strict compliance of the Deliverables with all requirements hereof. Client's review, approval, action or inaction taken on the Deliverables is for Client's



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convenience and/or to express Client's opinion and shall not relieve or discharge Consultant either expressly or by implication from its responsibilities and obligations hereunder.

6. OWNERSHIP OF DELIVERABLES.

a. Title to all Deliverables shall be and remain the sole and exclusive property of Client when produced, whether or not fixed in a tangible medium of expression. In the event of early termination of the Services hereunder, Consultant shall deliver to Client all Deliverables whether complete or not.

b. Without limiting the foregoing, Consultant agrees that any Deliverables shall be deemed to be "works made for hire" for Client as the author, creator, or inventor upon creation; provided, however, that in the event and to the extent that such Deliverables are determined not to constitute "works made for hire" as a matter of law, Consultant hereby irrevocably assigns and transfers such property, and all right, title and interest therein, whether now known or hereafter existing, including, but not limited to, patents and copyrights, to Client and its successors and assigns. Consultant grants to Client all rights, including, without limitation, reproduction, manufacturing and moral rights, throughout the universe in perpetuity and in all languages and in any and all media whether now or hereafter known, with respect to such Deliverables. Consultant acknowledges that Client is the motivating force and factor, and for purposes of copyright or patent, has the right to such copyrightable or patentable Deliverables produced by Consultant under this Agreement. Consultant shall deliver all Deliverables to Client promptly upon their completion or the sooner termination of Consultant's services hereunder. Consultant agrees to execute any and all documents and do such other acts as requested by Client to further evidence any of the transfers, assignments and exploitation rights provided for herein.

c. The provisions of this Article shall survive the expiration or earlier termination of this Agreement.

7. CONFIDENTIALITY OF MATERIAL. Consultant may, during the course of providing its Services hereunder or in relation to this Agreement, have access to and acquire knowledge regarding plans, concepts, designs, drawings, artwork, materials, data, systems and other information of or with respect to the Client or Client's Representative, or any subsidiaries or affiliated companies thereof, which may not be accessible or known to the general public ("**Confidential Information**"). Confidential Information that is specific as to techniques, equipment, processes, products, concepts or designs, etc. shall not be deemed to be within the knowledge of the general public merely because it is embraced by general disclosures in the public domain. Any knowledge acquired by Consultant from such Confidential Information or otherwise through its engagement hereunder shall not be used, published or divulged by Consultant to any other person, firm or corporation, or used in any advertising or promotion regarding Consultant or its services, or in any other manner or connection whatsoever outside the Scope of Services, without first having obtained the written permission of Client, which permission Client may withhold in its sole discretion. Consultant specifically agrees that the foregoing confidentiality obligation applies to, but is not limited to, any information disclosed to Consultant in any document provided to Consultant pursuant to or in connection with this Agreement, including, but not limited to, a Request for Proposal, Request for Estimate, Request for Quotation and Invitation to Bid. The provisions of this Article shall survive the expiration or earlier termination of this Agreement.



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8. INSURANCE AND INDEMNIFICATION.

a. Consultant, shall, throughout the performance of their respective Services hereunder, maintain:

(i) Commercial General Liability Insurance to include contractual and products/completed operations, with minimum limits of \$1,000,000 per occurrence, protecting Consultant, Client and Client's Representative from claims for personal injury (including bodily injury and death) and property damage which may arise from or in connection with Consultant's performance of the Services, this Agreement, or from or out of any negligent act or omission of Consultant, its officers, directors, agents, subcontractors, or employees;

(ii) Workers' Compensation Insurance as required by applicable law and Employer's Liability Insurance with minimum limits of \$100,000 per occurrence; and

(iii) intentionally deleted

b. All such insurance required by this Article shall be with companies and on forms acceptable to Client and shall provide that the coverage thereunder may not be reduced or canceled unless thirty (30) days unrestricted prior written notice thereof is furnished to Client. All insurance shall be primary and non-contributory with regard to any other insurance available to Client and Client's Representative. All insurance shall be written by companies with a BEST Guide rating of B+ VII or better. Certificates of insurance (or copies of policies, if required by Client) shall be furnished to Client and shall include Client, its supervisors, officers and employees agents and assigns and Client's Representative and its parent, affiliated and related companies, officers, directors, employees, agents and assigns of each as additional insureds and shall contain a waiver of subrogation. (The additional insured requirement applies to all coverages except Workers' Compensation and Employers Liability).

c. Consultant shall indemnify, defend and hold harmless Client and its supervisors, officers and employees from all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by Consultant's negligence, recklessness, or intentionally wrongful conduct. The provisions of this paragraph shall survive the expiration or sooner termination of this Agreement.

d. Consultant shall indemnify, defend and hold harmless Client's Representative and its parent, subsidiary, related and affiliated companies and the officers, directors, agents, employees and assigns of each from all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by Consultant's negligence, recklessness or intentionally wrongful conduct. The provisions of this paragraph shall survive the expiration or sooner termination of this Agreement.

9. PROFESSIONAL STANDARDS.

a. Consultant hereby represents and warrants that it has the professional experience and skill to perform the Services required to be performed hereunder; that it shall comply with all applicable federal, state and local laws, including, without limitation, all professional registration (both corporate and individual) for all required basic disciplines; that it shall perform the Services in accordance with generally accepted professional standards and in an expeditious and economical manner; that it has sufficient capital assets and is adequately financed to meet all financial obligations it may be required to incur hereunder; that the Deliverables shall not call for the use of nor infringe any patent, trademark, service mark, copyright



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or other proprietary interest claimed or held by any person or interest absent prior express written consent from the Client; and that it shall provide and employ in connection with the performance of Services personnel qualified and experienced in their profession, it being understood that Client may at any time require Consultant to remove, and Consultant shall forthwith remove, any person employed in connection with the performance of the Services for any reason whatsoever.

b. If, at any time during the performance of its Services or during the maximum period permitted by applicable law after completion of same, it is discovered that Consultant or any of its officers, directors, agents, subcontractors, or employees, has committed any negligent act, error or omission, or has failed to meet the warranties and representations contained herein, which has caused or will cause additional expense to Client, then Consultant shall, at Client's request, promptly make all necessary corrections and/or bear any and all such additional expenses associated with the correction of same. The foregoing is without limitation of Client's other rights under this Agreement or at law.

10. DETERMINATION OF DISPUTES/CHOICE OF LAW. Any controversy or claim between the parties to this Agreement shall, prior to the filing of any legal actions or proceedings, be submitted to mediation in Sarasota, Florida, in accordance with the rules of the judicial arbitration and mediation services operated by JAMS ("JAMS") or its successor organization, and the parties shall use their reasonable and good faith efforts to reach a mediated resolution. Each party shall bear one-half of the fees and costs payable to a mediator in any mediation conducted under this Section, and all other fees and expenses, including attorneys' fees, shall be paid and borne by the party incurring the same.

If above method does not result in a resolution, the following procedure will take place. A "**Proceeding**", shall be submitted for trial, without jury, solely and exclusively before the Circuit Court of the Sixth Judicial Circuit in and for Sarasota County, Florida; provided, however, that if such Circuit Court does not have jurisdiction, then such Proceeding shall be so submitted solely and exclusively before the United States District Court for the Middle District of Florida (Tampa Division); and provided further that if neither of such courts shall have jurisdiction, then such Proceeding shall be so submitted solely and exclusively before any other court sitting in Sarasota County, Florida, having jurisdiction. The parties (i) expressly waive the right to a jury trial, (ii) consent and submit to the sole and exclusive jurisdiction of the requisite court as provided herein, and (iii) agree to accept service of process outside the State of Florida in any matter related to a Proceeding in accordance with the applicable rules of civil procedure.

11. SUSPENSION/TERMINATION FOR CONVENIENCE.

a. Anything herein to the contrary notwithstanding, Client may, for convenience, terminate this Agreement upon thirty (30) days prior written notice to Consultant. In the event of such termination, Client's sole obligation and liability to Consultant, if any, shall be to pay Consultant the Fee Compensation earned by Consultant for the performance of the Services and such reimbursable expenses incurred through the date of termination only. Client shall be liable for any lost profits, lost revenue and unabsorbed overhead or any other losses of any kind whatsoever associated with any Services not performed. All deposits are non-refundable.

b. Upon delivery to Consultant of a written notice to suspend services ("**Notice to Suspend Services**"), Consultant shall immediately suspend performance of its Services in the manner and for the duration directed by Client in said Notice to Suspend Services. Consultant shall take reasonable steps to preserve any Deliverables in progress at the time of suspension. Upon written notice that the suspension has been canceled, Consultant shall be



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entitled to an equitable adjustment to the Schedule only. In no event shall any suspension of Services exceed one (1) year in duration.

12. ASSIGNMENT. This Agreement is for the personal services of Consultant and may not be assigned by Consultant, nor shall it be assignable by operation of law, without the prior written consent of Client, which consent Client may withhold in its sole discretion. Client reserves the right to assign or novate all or any portion of this Agreement and Consultant agrees to execute all documents that are required (if any) to effectuate such assignment or novation.

13. NOTICE.

a. Notices required or permitted to be given hereunder shall be in writing, may be delivered personally to an officer or designated representative of the party to be served or sent by first class mail, facsimile to be confirmed by first class mail, or messenger services and shall be deemed given when received by the addressee. Notices shall be addressed as follows:

If to Client: MASON BLAU AND ASSOCIATES, INC
4625 East Bay Drive
Suite 228
Clearwater, FL 33764

If to Consultant: Drew M. Smith, COO
Two Trails, Inc.
8955 U.S. Hwy 301 N.
#386
Parrish, FL 34219

or to such other address as either party may direct by written notice given to the other as hereinabove provided.

b. Notwithstanding the foregoing, any notice sent to the last designated address of the party to whom a notice may be or is required to be delivered hereunder shall not be deemed ineffective if actual delivery cannot be made due to an unnoticed change of address of the party to whom the notice is directed or the failure or refusal of such party to accept delivery of the notice.

14. PROMOTION. Consultant shall acquire the right under this Agreement to use the marks or logos of Client or its parent, related, affiliated or subsidiary companies, and, Client's name may be used in the Consultant's advertising, publicity, or promotion, including, but not limited to, the Internet. The provisions of this Article shall survive the expiration or earlier termination of this Agreement.

15. CODES. Consultant's Services shall conform to all applicable federal, state, and local laws, statutes, codes ordinances and agency regulations, as same may be amended from time to time, which have jurisdiction and which are current at the time Consultant renders Services hereunder.

16. NO AGENCY.

a. It is the express intention of the parties that Consultant is an independent contractor and not an employee, agent, joint venturer or partner of Client. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of



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employer and employee between Client and Consultant or any employee or agent of Consultant. Both parties acknowledge that Consultant is not an employee for state or federal tax purposes. Consultant shall retain the right to perform services for others during the term of this Agreement.

b. Consultant is responsible for paying all required state and federal taxes, including without limitation, FICA, FUTA, SUI, DUI, worker's compensation, and other employee benefits.

c. Consultant shall complete, execute and deliver to Client a Request For Taxpayer Identification And Certification Form (W-9) prior to, or concurrent with, the execution of this Agreement by Consultant. Failure to comply with this requirement shall constitute a material breach of this Agreement and Client shall have the right to terminate this Agreement with no further obligations to Consultant and to seek any damages caused by said failure. The provisions of this Article 18(c) shall not apply if Consultant has, prior to execution hereof, submitted to Client a Request For Taxpayer Identification and Certification Form (W-9), provided that said Form is current at the time of execution hereof and remains current during the performance of Services hereunder.

17. GOVERNING LAW. This Agreement shall be governed by, and be construed in accordance with, the laws of the State of Florida, to the exclusion of its rules concerning conflicts of laws.

18. ENTIRE AGREEMENT.

a. This Agreement supersedes any and all discussions, understandings or other agreements, either oral or written, between the parties hereto with respect to the Services and contains all the covenants and agreements between the parties with respect to the Services. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, course of dealing, usage of trade, or promise not contained in this Agreement shall be valid or binding or used to interpret this Agreement. Any modification or amendment of this Agreement will be effective only if it is in writing and signed by both parties.

b. Any failure by Client to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and Client may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

c. In the event either party hereto institutes legal proceedings to enforce its rights under this Agreement, the party prevailing therein shall be entitled to recover reasonably attorney's and legal assistants fees and costs from the party not prevailing therein, whether incurred in preparation thereof, in arbitration, in mediation, at trial, on appeal, in bankruptcy or otherwise.

19. PARTIAL INVALIDITY. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

20. CAPTIONS. The captions contained in this Agreement are inserted for convenience of reference only and shall not be construed in any manner for the purpose of interpreting the provisions thereof.



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21. **EFFECTIVE DATE.** Any Services performed or caused to be performed by Consultant prior to the effective date of this Agreement shall be deemed to have been performed under this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed on the day and year first above written.

CONSULTANT:

TWO TRAILS, INC., a Florida corporation

Authorized
Signature: _____ Date: _____
Print Name/Title: Drew M. Smith, COO

CLIENT:

MASON BLAU AND ASSOCIATES, INC

Authorized
Signature: _____ Date: _____
Print Name/Title: _____



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SCOPE OF SERVICES

Consulting services as needed to aid in and certify to the Green Building standards, at Client's project, described in category as follows:

- 1) Commercial buildings;

Client and Consultant understand that presently the target standard is the United States Green Building Council – LEED NC version 4.0 standard for commercial construction.



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BASIS FOR COMPENSATION STATEMENT

For the Services provided by Consultant under this Agreement, the Client will remit compensation as follows:

- 1) LEED (United States Green Building Council)**

LEED and Sustainability Administration	\$57,497.56	
Fundamental Commissioning	\$19,588.90	
Cost for Certification	\$77,086.46	

**LEED Project Administration, Consultation, and Certification services for MASON BLAU AND ASSOCIATES, INC for LEED Certification. Compensation will be payable as follows: LEED registration fee due upon contract signing, remaining per draw schedule below. This fee includes required LEED registration and certification submission fees.

Draw schedule:

- Schematic Design Phase 20% of fee
- Design Development Phase 25% of fee
- Construction Document Phase 40% of fee
- Bidding and Negotiations Phase 5% of fee
- Construction Administration Phase 10% of fee

Our fees include:

1. Necessary meetings (up to a total of 10 hours) to assist with developing the owner's project requirements (Additional meeting hours to be billed at \$125/hr)
2. Application submittal to LEED
3. Specification review
4. Complete assembly of submittal documents
5. Coordination of all information assembly (some information to be provided by architect, engineers, contractor or owner)
6. Final submittal to LEED

****Commissioning fees for EA Prerequisite 1, Fundamental Commissioning (listed in fee outline above), Commissioning cannot be completed without the selection of item Project Administration above.

COMMISSIONING TASKS Outlined as Follows:



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DESIGN DEVELOPMENT PHASE

1. Review & become familiar with Schematic Design & other design documents
2. Develop Commissioning Plan for Design Phase
3. Review Owners Project Requirements and Basis of Design

CONSTRUCTION DOCUMENTS PHASE

1. Perform a review of drawings and specifications at the 95% completion stage
2. Assist, review and approve the design development intent and operating parameters
3. Develop draft project-specific commissioning Plan for Construction Phase
4. Coordinate development of the construction commissioning specifications
5. Assist, review and approve development of construction commissioning specifications by all Design Team members

CONSTRUCTION PHASE

1. Plan & conduct commissioning scope meeting
2. Review information required to perform commissioning, including O & M manuals, contractor start-up & checkout procedures
3. Before start-up gather and review current control sequences and interlocks and work with contractor & Engineer until sufficient clarity has been obtained in writing to prepare detailed testing procedures
4. Review and approve contractor submittals applicable to systems being commissioned for compliance with commissioning needs concurrent with A/E reviews
5. Prepare and distribute pre-functional tests and checklists
6. Perform site visits as necessary to observe component and system installations. Attend selected planning and jobsite meetings to keep current with construction progress. Review construction meeting minutes for revisions/substitutes relating to commissioning process. Assist in resolving any discrepancies.

ACCEPTANCE PHASE

1. Develop enhanced start-up and initial systems checkout plan with subcontractors.
2. Review O & M manuals
3. Witness HVAC piping test and flushing procedure, sufficient to be confident that proper procedures were followed. Document this testing and include documentation in O & M manual. Notify the project manager of any deficiencies in results or procedures.
4. Witness ductwork testing and cleaning procedure, sufficient to be confident that proper procedures were followed. Document this testing and include documentation in O & M manual. Notify the project manager if any deficiencies in results or procedure.
5. Approve systems start-up by reviewing start-up reports and by selected site observation.
6. Review Testing, Adjusting and balancing (TAB) execution plan.



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7. Oversee sufficient functional testing of control systems and approve for use by TAB prior to TAB execution.
8. Approve air and water systems balancing by spot testing and by reviewing completed reports and by selected site observation.
9. With necessary assistance and review from installing contractors, write the functional performance test procedures for equipment and systems. This may include energy management control system trending, stand-alone data logger monitoring or manual functional testing.
10. Analyze functional performance trend logs and monitoring data to verify performance.
11. Coordinate, witness, and approve manual functional performance tests performed by installing contractors. Coordinate retesting as necessary until satisfactory performance is achieved.
12. Maintain a master deficiency and resolution log and a separate testing record. Provide to the Owner written progress reports and test results with recommended actions as necessary.
13. Oversee and approve the training for the facilities personnel.
14. Compile and maintain commissioning record and building systems book.
15. Review and approve preparation of O & M manuals.
16. Provide final commissioning report.

Two Trails, Inc. is a Third Party certifying agency, as such we provide inspections, clarification of standards per authenticating agency. If the builder or homeowner does not comply with checklist specifications and inspection process or does not provide agreed upon documentation or does not provide clarification documentation to Two Trails Inc. in a timely manner, a certification may not be obtained.

Certain clerical time is included in the fixed fee portions of this contract. Reasonable additional clerical time will not be charged.



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Client Information Form

Please Return To: accounting@twotrails.com



8955 US Highway 301 North, #386
Parrish, FL 34219
941-776-8680

Date: _____

General Information

Company Name: _____
Contact Name: _____
Contact Email: _____
Client Phone: _____
Client Address: _____

Billing Information

Billing Contact Name: _____
Billing Contact Email: _____
Billing Contact Phone: _____
Billing Address: _____

Insurance Certificate Information

Certificate Holder Name: _____
Certificate Holder Address: _____

Additional Insured Name(s): _____

Other Information: _____

Job Information

Job Name: _____
Services Requested: _____



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December 9, 2021

Mike Mason, AIA
Mason Blau & Associates, Inc.
4625 East Bay Drive, Suite #228
Clearwater, FL 33764

RE: Pinellas North County Service

Dear Mike,

The following is a summary of Keane Acoustics' proposed fee budget for Pinellas County North County Service (NCSC) project.

Introduction

It is understood that the proposed scope includes replacement of the existing NCSC Building in Clearwater, Florida.

The proposed construction for this site includes a roughly 69,000 GSF two or three story building which includes facilities for Tax Collector, Property Appraiser, Clerk and related support.

It is understood that a generator will be located at the exterior of the building.

Acoustical Goals

Noise inside the facility should be mitigated to a reasonable sound level appropriate for each location.

Certain areas of the facility will require sound isolation and/or speech privacy.

Noise from plant equipment should be controlled and should not propagate into adjacent rooms and buildings within the facility nor neighboring properties falling within the limits of applicable noise ordinances.

To ensure these fundamental goals are met, the following acoustical consulting scope is recommended:

Scope of Work

It is understood that the project will involve the following phases:

- Schematic Design
- Design Development
- Construction Documents
- Bid and Construction

Detailed Tasks

The following tasks will be completed:

Schematic Design

The following tasks will be completed during the Schematic Design phase.

- Review existing plans
- Research current local ordinances
- Research current Pinellas County acoustical design criteria
- Establish acoustic criteria for: a) background noise levels; b) sound insulation of internal and external partitions; c) room reverberance d) room shaping
- Assist the architect with the space planning of the building to optimize adjacencies between noise sensitive and noise generating rooms

Deliverables

- Basis of Design Report
- Sketches, mark-ups, cut sheets as needed

Meetings

- Attend up to one local design meeting

Design Development

The following tasks will be completed during the Design Development phase.

- Provide recommendations of the amount, type and location of sound absorbing finishes required to meet the room acoustic design targets
- Provide recommendations regarding partitions, ceilings, and doors to meet the acoustic design targets
- Provide an initial assessment of equipment noise potential, and recommend systems configuration and/or relocation
- Identify costs for key acoustic elements
- Conduct acoustic design studies for critical items to determine performance of the design as compared to the acoustic design targets
- Discuss options and alternatives with the design team and develop the preferred design approach to achieve the design goals
- Conduct review of the design development drawings as issued by the architect and engineers to monitor design process and ensure that acoustical recommendations are implemented. Provide comments/mark-ups as necessary to support the design development
- Highlight any serious acoustical deficiencies
- Provide guidance to address acoustical deficiencies
- Identify costs for key acoustic elements

- Provide draft specification clauses and sketch construction details for inclusion into the architectural and engineering sections regarding materials, equipment noise and vibration control

Deliverables

- Drawings review report (all sub-projects integrated into one report)
- Sketches, mark-ups, cut sheets as needed
- Specification clauses for inclusion into the architectural and engineering sections.

Meetings

- Attend up to one local design meeting

Construction Documents

The following tasks will be completed during the Construction Documents phase:

- Conduct review of an interim set (roughly 50%) CD drawings as issued by the architect and engineers to monitor design process and ensure that acoustical recommendations are implemented. Provide comments/mark-ups as necessary.
- Provide draft specification clauses and sketch construction details for inclusion into the architectural and engineering sections regarding materials, equipment noise and vibration control when needed.
- Review 100% drawings and specifications to verify that previous recommendations are coordinated, integrated, and documented among architectural and engineering disciplines.
- Assist the Architect with final detailing of acoustic related construction elements and finishes (where applicable).

Meetings

- We will attend up to one local design meeting. Other meetings will be conducted via phone as necessary.

Deliverables

- Interim and 100% CD review reports that review the status of the acoustical design, and comment on the extent to which issues raised by the acoustical consultant have been addressed and incorporated, including final recommendations.

Bidding and Construction Support Services

During the Bid and Construction phases we will respond to requests for information on interpretation and clarification of construction issues relating to acoustics. We will conduct site visits to review construction of acoustically-related design elements.

Design and Technical Strategies

- Respond to requests for information on interpretations and clarifications of construction issues relating to acoustics.
- Conduct site visits to review construction progress and quality of workmanship.
- Issue site review notes, indicating issues that do not match the design intent.

Deliverables

- Responses to RFIs. Issue site review notes and punch lists.

Meetings

- We will conduct up to 2 site visits to review construction progress and quality of workmanship on an as needed basis.

FeesTime and Fee Summary

The proposed fee budget is tabulated below for each phase.

Sub-Project	Fee	Meetings/Site Visits
Schematic Design	\$2,100	Up to 1
Design Development	\$2,100	Up to 1
Construction Documents	\$2,800	Up to 1
Bidding and Construction Administration	\$2,100	Up to 2

Total project fee is \$9,100.

The above scope and fee are based on the following assumptions:

- 1) Drawing or specification markups may be used to convey information to architect
- 2) AutoCAD drafting by others
- 3) Post construction testing will occur at a sampling of locations as necessary

Terms and Conditions

Billings

The work will be billed on a monthly basis until completion. (Payment due within thirty (30) days of date of the invoice.) Reimbursable expenses and additional services (if authorized) will be billed at the end of the month during which costs are expended.

Please feel free to contact me if you have any comments/questions.

Best regards,



Michael Keane, P.E.

Accepted

Date



MASON BLAU & ASSOCIATES, INC.

Architects, Planners AR0013034
 4625 East Bay Drive, Suite #228
 Clearwater, FL 33764
 (727) 530-0570
 (727) 530-0672 fax

**EXHIBIT B HOURLY RATE SHEET
 Pinellas County NCSC Replacement**

Classification	Hourly Rate
<i>MASON BLAU AND ASSOCIATES, INC.</i>	
Principal Architect	210.00
Senior Architect	185.00
Project Manager	110.00
Construction Administrator	100.00
Senior Designer	125.00
Junior Designer	82.00
CADD Operator	90.00
Clerical	78.00
<i>PENNONI ASSOCIATES, INC.</i>	
Principal	210.00
Senior Project Manager	170.00
Forensic	185.00
Project Manager	155.00
Structural Designer	160.00
Construction Administration/Technician III	120.00
CADD Operator/Technician II	110.00
Clerical	75.00
Expert Witness	260.00
<i>ENGINEERING MATRIX</i>	
Principal Engineer	195.00
Senior/Registered Engineer	115.00
Engineer	90.00
Construction Coordinator	70.00
Senior Designer	75.00
Designer	65.00
Draftsperson	60.00
Administrative Assistant	45.00

CARDNO	
CADD/Computer Technician	90.00
Chief Designer	140.00
Chief Engineer 1	235.00
Chief Engineer 2	255.00
Chief Planner	255.00
Designer	125.00
Engineer 1	135.00
Engineer 2	175.00
Engineering Intern	100.00
Engineering Technician	100.00
Planner	100.00
Principal Engineer	260.00
Project Manager 1	175.00
Project Manager 2	200.00
Project Manager 3	240.00
Project Planner	120.00
Secretary/Clerical	78.00
Senior Designer	135.00
Senior Engineer 1	190.00
Senior Engineer 2	240.00
Senior Engineering Technician	115.00
Senior Planner	190.00
Support Services	
Archaeologist	65.00
Chief Archaeologist	130.00
Chief Scientist	205.00
Chief Utility Coordinator	150.00
Community Outreach Specialist	250.00
Community Outreach Specialist - Junior	90.00
Community Outreach Specialist - Senior	130.00
Connection Permit Coordinator	112.00
Environmental Specialist	100.00
GIS Specialist	129.00
Governmental Site Engineer	137.00
Landscape Architect	130.00
Landscape Architect Intern	70.00
Landscape Designer	75.00
Permit Specialist	140.00
Project Landscape Architect	125.00
Scientist	90.00
Senior Archaeologist	90.00
Senior Environmental Specialist	145.00
Senior Landscape Architect	175.00
Senior Scientist	140.00
Senior Site Plan Technician	120.00
Senior Utility Coordinator	175.00

Urban Run-Off Specialty Engineer	140.00
Urban Run-Off Specialty Technician	115.00
Utility Coordinator	130.00
Inspector	110.00
Senior Inspector	125.00
<i>DRIGGERS ENGINEERING SERVICES</i>	
Chief Engineer 1	215.00
Chief Engineer 2	187.00
Senior CADD Technician	83.00
Secretary/Clerical	72.00
Project Manager 1	148.00
Field Crew Supervisor	85.00
Field Technician	75.00
<i>TERRA TECTONICS DESIGN GROUP, INC.</i>	
Principal	176.25
CADD Technician	75.00
Clerical	70.50
<i>BENNETT DESIGN AND CONSULTING</i>	
Interior Design	110.00
<i>KEANE ACOUSTICS</i>	
Principal Engineer	175.00
<i>TWO TRAILS</i>	
Sustainability Consultants	125.00
<i>CC&A CONSTRUCTION COST CONSULTANTS & ASSOCIATES</i>	
Construction Cost Consultant	181.50
<i>THA CONSULTING – PARKING CONSULTANT</i>	
Principal/Senior Project Manager	300.00
Architect	150.00
Senior Consultant/Project Manager	225.00

