

May 26, 2020

Sent via Email:
mannsd@cityofnewportrichey.org

City of New Port Richey
5919 Main Street
New Port Richey, FL 34652

ATTENTION: Debbie L. Manns, City Manager

REFERENCE: **New Fire Station No. 2 Relocation Project**
Project Location: 5220 Grand Boulevard (just north of Marine Pkwy.)
SEI Project No. 2020-TBD

SUBJECT: Architectural/Engineering Design Services Proposal – **Task Order #1**

Dear Ms Manns:

Spring Engineering, Inc. (SEI) is pleased to submit the following proposal for professional architectural/engineering design services. We are prepared to start immediately once we receive your approval.

SEI, hereinafter referred to as the "Consultant" proposes furnishing professional services on behalf of The City of New Port Richey, hereinafter referred to as the "Client", for the fees stipulated herein.

Project Description: The City of New Port Richey plans to construct a new building to replace Fire Station #2 which is located at 6121 High Street. The site consists of a 1.18 acre parcel located on Grand Boulevard just north of Marine Parkway. The project involves design services in regard to the required site preparation and construction of an 8,741 SF single-story Fire Station. The station will include two (2) drive-through bays, office space, a day room, training and exercise rooms, a bunker gear storage room, a commercial-grade kitchen, dorm style bedrooms to accommodate up to six (6) personnel, an OSHA certified decontamination room and an outdoor private patio.

I. GENERAL SCOPE OF THIS AGREEMENT

The relationship of the CONSULTANT to the CLIENT will be that of an Architect and Engineer, and the CONSULTANT will provide the professional and technical services required under this agreement in accordance with acceptable architectural/engineering practices and ethical standards.

II. PROFESSIONAL AND TECHNICAL SERVICES

It shall be the responsibility of the CONSULTANT to work with the CLIENT and apprise of solutions to problems and the approach or technique to be used towards accomplishment of the CLIENT's objectives as set forth in the Project Description. The complete Scope of Services to be provided to accomplish the CLIENT's objectives is described in Section VI, Scope of Services.

III. PERIOD OF SERVICE

A. The CONSULTANT will begin work immediately after receipt of a fully executed copy of this proposal, with a retainer as described in Section X of this proposal.

B. The CONSULTANT shall not be bound under this proposal if a fully executed copy is not received by the CONSULTANT on or before **June 29, 2020**.

IV. GENERAL CONSIDERATIONS

A. All original sketches, tracings, drawings, computations, details, design calculations, and other documents and plans that result from the CONSULTANT's services under this proposal are and remain the property of the CONSULTANT as instruments of service. The CONSULTANT acknowledges that these instruments of service may be considered confidential and agrees not to release this information to others without the CLIENT's approval.

B. The CLIENT may, at his expense, obtain a set of mylar reproducible copies of any maps and/or drawings prepared for him by the CONSULTANT, provided the CONSULTANT has received proper payment under the terms of this proposal. CLIENT shall be permitted to enjoy all rights of ownership, including the use of such documents to complete this project by others; or for the purpose of future additions or modifications of this project once complete; or for any other use owner shall desire.

C. Notwithstanding that specific services are enumerated in Section VI, Scope of Services, the CONSULTANT will, upon written request of the CLIENT, provide any all other architectural, civil engineering, surveying and planning consulting services normally falling within the scope of the CONSULTANT that are required to complete a project of the type as described under "Project Description"; provided, however, that such additional services shall result in extra compensation to the CONSULTANT.

D. The CLIENT hereby acknowledges that estimates or probable construction costs cannot be guaranteed, and such estimates are not to be construed as a promise to design facilities with a cost limitation; however, the CONSULTANT shall keep the CLIENT informed of increases in construction costs that may be occurring during the project design period.

E. The CONSULTANT will provide the CLIENT with as-built drawings at the end of the project in ACAD format.

IV. GENERAL CONSIDERATIONS (Continued)

F. The CLIENT is specifically advised that the CONSULTANT does not include or guarantee the accuracy of performance of testing laboratories. The CONSULTANT will rely upon this information for engineering design and does not assume any liability (professional or financial) for the work of the testing laboratory.

G. The CLIENT is specifically advised that the CONSULTANT does not include or guarantee the accuracy or performance of surveying companies. The CONSULTANT will rely upon this information for engineering design and does not assume any liability (professional or financial) for the work of the surveying company.

H. It is understood and agreed that the CONSULTANT's services under this proposal do not include participation, whatsoever, in any litigation. Should such services be required, a supplemental proposal may be negotiated between the CLIENT and the CONSULTANT describing the services desired and providing a basis for compensation to the CONSULTANT.

I. Upon the CONSULTANT's written request, the CLIENT will furnish or cause to be furnished such reports, studies, instruments, documents, and other information as the CONSULTANT and CLIENT mutually deem necessary and the CONSULTANT may rely upon same in performing the services required under this proposal.

J. Unless otherwise provided, this proposal shall be governed by the law of the principal place of business of the CONSULTANT, Pasco County, Florida.

K. The CLIENT and the CONSULTANT each binds itself and its successors, legal representatives, and assigns to the other party to this proposal and to the partners, successors, legal representatives, and assign of such other party, in respect to all covenants of this proposal; and, neither the CLIENT nor the CONSULTANT will assign or transfer their interest in this Agreement without written consent of the other.

L. Sales taxes and/or value added taxes, if imposed by any governmental unit having jurisdiction, shall be paid for by the CLIENT in addition to compensation set forth herein.

IV. GENERAL CONSIDERATIONS (Continued)

M. If any provision of this agreement is invalid under any applicable law, such provision shall be ineffective only to the extent of such invalidity without invalidating the remaining provisions of this agreement.

N. This proposal represents the entire and integrated Agreement between the CLIENT and CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral. This proposal may be amended only by written instrument signed by both CONSULTANT and CLIENT.

V. COMPENSATION

The CONSULTANT shall be compensated for all services rendered under this proposal in accordance with the provisions of Section X.

VI. SCOPE OF SERVICES

The services to be provided by the CONSULTANT under this proposal fall generally in the category of Architecture/Engineering. The CONSULTANT shall perform the following Scope of Services:

1. Site Engineering (Planning/Design/Permitting)

A. Surveying

- 1) Not included. CLIENT will provide complete ALTA, boundary, topo and tree survey. CLIENT will be responsible for the cost of all surveys. CONSULTANT will assist with survey requirements prior to the CLIENT ordering the survey.

B. Geotechnical Testing

- 1) CONSULTANT will include the geotechnical tests necessary for designing and permitting this project. The testing will cover foundation and stormwater design.

C. Environmental Reports

- 1) Not included. CONSULTANT will assist with coordinating environmental studies if requested by the City. No environmental issues are expected.

1. **Site Engineering (Continued)**

D. Traffic Engineering or Studies

- 1) Not included. (No modifications to the existing signal.)

E. Site Engineering/Construction Documents

- 1) Drainage Plan/Details/Calculations. The CONSULTANT will provide an overall drainage plan for this project along with all required details, calculations and supporting documentation. A stormwater pollution prevention plan is included in this activity.
- 2) Grading Plan. The CONSULTANT will prepare and provide a detailed paving and grading plan for the entire project area.
- 3) Utility Plans. The CONSULTANT will prepare and provide water and wastewater construction plans and details for the entire project area. (Offsite utility extensions, if necessary, are not included.)
- 4) Limited Traffic Analysis. Prepare and submit trip generation information along with required applications to the Authority Having Jurisdiction (AHJ) for review and approval. This is not a traffic impact study.
- 5) Landscape & Irrigation Plans. Prepare landscape and irrigation drawings/specifications necessary for regulatory agencies' review and approval.
- 6) Site Lighting Design. Prepare a detailed site lighting plan for the project along with the associated photometrics.

F. Regulatory Submittals & Meetings

- 1) Prepare and submit all standard documents and applications to all regulatory agencies having jurisdiction over the project (FDEP, SWFWMD, etc.).

G. Improvement Plan Response and Revisions

- 1) Respond to the applicable regulatory agency comments and revise plans as appropriate.

1. **Site Engineering (Continued)**

H. **Permitting**

- 1) The following permits are included in the Basic Scope of Services and will be submitted by the CONSULTANT on this project:
 - a. City of New Port Richey Development Permit.
 - b. SWFWMD ERP.
 - c. N.P.D.E.S. Drainage Permit.
 - d. F.D.E.P. Water and Sewer.
 - e. R.O.W. Use Permit.

(NOTE: CLIENT IS RESPONSIBLE FOR ALL PERMIT & PLAN REVIEW FEES.)

2. **Architectural Services**

A. **A/E Design and Construction Documents**

1) **Schematic Design Phase**

- a. Meet with CLIENT to review their program requirements and develop schematic floor plans, site plan and elevations. Present concepts to CLIENT for approval and comments.
- b. Adjust schematic design based upon CLIENT comments and feedback. Resubmit for approval.
- c. Prepare Opinion of Probable Cost for Construction.
- d. Present final designs to the Staff and City Council.

2) **Design Development Phase (Also Includes all items outlined in Site Engineering Item E)**

- a. Design Development Phase will expand upon the floor plan, elevations and site plan approved by the CLIENT in the Schematic Phase.
- b. Additional documents for this phase will include wall sections, roof plan, reflective ceiling plan, lighting plan, MEP outline.
- c. Opinion of Probable Construction Cost will be updated at this phase.
- d. Full site plans will be completed at the end of this phase and submitted to regulatory agencies for approval.

2. Architectural Services (Continued)

3) Construction Documents Phase

- a. Provide complete, detailed plans and 16 Division CSI Specifications of the Fire Station based upon CLIENT comments and consisting of the following:
- Overall Floor Plans
 - Enlarged Detailed Floor Plans
 - Finish Schedules/Door Schedules
 - Foundation Plan/Details
 - Exterior Building Elevations
 - Roof Plan and Details
 - Structural Framing Plans/Structural Details
 - Miscellaneous Construction Details
 - Wall Sections
 - Building Sections
 - Reflective Ceiling Plan
 - Millwork Details
 - Interior Elevations
 - Heating, Ventilation and Air Conditioning Plan, Details and Specifications
 - Completion and Submittal of the Applicable Energy Code Certificates
 - Plumbing Plan with Riser Diagrams and Schedules
 - Lighting Plan and Interior/Exterior Fixture Schedules
 - Power Plan with Riser Diagrams and Panel Schedules which includes an Emergency Generator and Transfer Switch

3) Construction Documents Phase (Continued)

- Complete Specifications and Contract Guidelines
- Interior Finish Plan and Furniture Selection
- Fire Protection System Design
- Audio/Visual/Security Voice Data Coordination
- Diesel Exhaust System
- Kitchen Design
- Lightning Protection System

B. Building Permit Submittal and Response

- 1) Submit complete plans, specifications and calculations to local building department for building permit and respond to comments as needed for approval.

(NOTE: CLIENT IS RESPONSIBLE FOR ALL PERMIT & PLAN REVIEW FEES.)

4) Bid Phase

- a. CONSULTANT will complete and provide a comprehensive, competitive bid package.
- b. Conduct an on-site, mandatory pre-bid meeting.
- c. Respond to contractor RFIs and issue addenda as needed
- d. Receive bids, analyze and submit summary tabulation to CLIENT.

5) Construction Administration Phase

- a. Coordinate and attend pre-construction conference.
- b. Visit site as often as necessary to become generally familiar with as-built conditions; attend monthly site visits and OAC meeting attendance.

5) Construction Administration Phase (Continued)

- c. Review monthly pay requests and certify for payment to contractor; review change order requests.
- d. Respond to RFIs throughout construction.
- e. Review all shop drawings and submittals during construction as submitted by Contractor.
- f. Provide project close-out and punch list documentation.
- g. Provide letter at project completion indicating that the project has been built in substantial conformance with the construction documents.

VII. CLIENT RESPONSIBILITIES

- A. **THE CLIENT WILL PAY ALL PERMIT FEES, PLAN REVIEW AND APPLICATION FEES.**
- B. The CLIENT will supply the ALTA survey to the CONSULTANT in both hard copy and electronic format.

VIII. ADDITIONAL SERVICES

The following special services shall be provided on a time and material basis, or at a specified amount to be established.

- A. Any services beyond those specified in this proposal.
- B. Variances, rezonings, land use changes, or Community architectural approval.
- C. Colored, mounted renderings.
- D. Off-site utility extension design.
- E. Gopher Tortoise mitigation or removal permitting.
- F. Special foundation design due to unusual subsurface conditions.

IX. DIRECT REIMBURSABLE SERVICES

Reimbursable expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the CONSULTANT and CONSULTANT's employees and CONSULTANTS in the interest of the project, as identified below (see attached rate schedule).

- A. Blacklines/Blueprints and/or reproducibles.
- B. Outside printing services (including Water Management District, County Aerials, etc.).
- C. Special postage (i.e. Federal Express, Express Mail) when requested or required.
- D. Long distance telephone services and facsimiles.
- E. Mileage/Travel (\$.65/Mile).

NOTE: CONSULTANT recommends budgeting **\$3,500.00** for reimbursable expenses on this project. This is in addition to the total fee.

X. BASIS OF COMPENSATION

The CONSULTANT shall submit invoices to the CLIENT for total work accomplished in accordance with Section VI, Scope of Services; the amount of the invoice shall be based upon the following schedule:

A. Total Fee for Professional Services: \$216,500.00

B. Retainer

A \$21,650.00 retainer is required as a condition of this agreement and must be paid within thirty (30) days of approval of this agreement.

C. Payment Schedule (For A/E Design/Permitting/Const. Administration Section VI, Items 1-3)

• Retainer (10%)	-	\$ 21,650.00
• Schematic Design (10%) – Due at completion and submittal of schematic design.	-	\$ 21,650.00
• Design Development (25%) – Invoiced monthly based upon percentage completed.	-	\$ 54,125.00
• Construction Documents (40%) – Invoiced monthly based upon percentage completed.	-	\$ 86,600.00
• Bid Phase (5%)	-	\$ 10,825.00
• Construction Administration (10%)	-	\$ 21,650.00

NOTE: CONSULTANT recommends budgeting **\$3,500.00** for reimbursable expenses on this project. This is in addition to the total fee.

X. BASIS OF COMPENSATION (Continued)

D. Method of Payment

Compensation shall be paid to the CONSULTANT in accordance with the following provisions:

- 1) Invoices will be submitted by the CONSULTANT to the CLIENT monthly for services performed and expenses incurred. Payment of each invoice will be due within fifteen (15) days of receipt. The CLIENT shall also pay to the CONSULTANT all taxes, if any, whether state, local, or federal, levied with respect to amounts paid hereunder. The CONSULTANT shall be compensated in U.S. dollars. A \$15.00 billing service charge and interest will be added to accounts not paid within twenty-five (25) days at the maximum rate allowed by law.

If the CLIENT fails to make any payment due the CONSULTANT for services and expenses within thirty (30) days after the CONSULTANT's transmittal of its invoice, the CONSULTANT may, after giving seven (7) days' written notice to the CLIENT, suspend services under this Agreement until all amounts due are paid in full.

XI. MISCELLANEOUS PROVISIONS

In the event the CLIENT elects to abandon the project through no fault of the CONSULTANT, the CLIENT is responsible for the entire fee, proportional to the phase of the work completed.

It is agreed that any suit, claim or legal proceeding of any kind between the CLIENT and the CONSULTANT shall be brought in a court of competent jurisdiction in Pasco County, Florida.

CLIENT agrees to hold CONSULTANT harmless as a result of unforeseen utility conflicts encountered during construction. The location of existing utilities shown on the design plans will be determined for the best information available without benefit of physically excavating to determine exact locations. The above ground survey, local municipality utility atlases and available as-builds will be used as a basis-of-design.

In the event litigation in any way related to the services performed hereunder is initiated against CONSULTANT by CLIENT, its contractors, or subcontractors, and such litigation concludes with the entry of a final judgment favorable to CONSULTANT, CLIENT shall reimburse CONSULTANT for all of its reasonable attorneys' fees and other expenses related to said litigation.

Such expenses shall include, but shall not be limited to, the cost, determined at CONSULTANT's normal hourly billing rates, of the time devoted to such litigation by CONSULTANT's employees. In the event of any other litigation concerning this agreement, the prevailing party shall be entitled to reasonable attorney's fees and other expenses related to said litigation.

Thank you for the opportunity of submitting this proposal to you for professional architectural and engineering services.

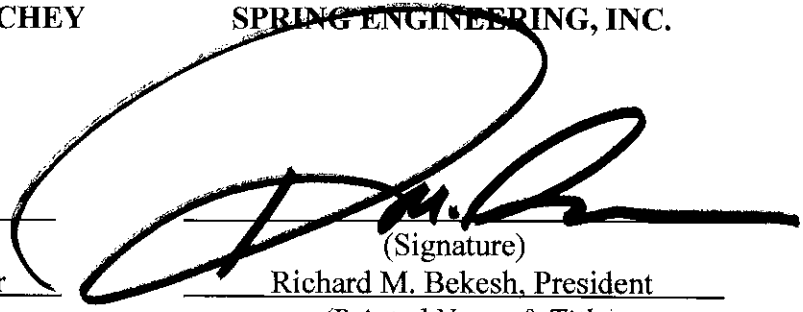
This proposal is entered into as of the day and year first written above, and is executed in two (2) original copies of which one is to be delivered to the CLIENT, one to the CONSULTANT.

Client:
THE CITY OF NEW PORT RICHEY

Consultant:
SPRING ENGINEERING, INC.

(Signature)
Debbie L. Manns, City Manager
(Printed Name & Title)

(Witness)



(Signature)
Richard M. Bekesh, President
(Printed Name & Title)

Cheryl Skerwood
(Witness)