
SOUTHERN MANATEE FIRE RESCUE DISTRICT

MANATEE COUNTY, FLORIDA

AGREEMENT FOR PROFESSIONAL ARCHITECTURAL AND
ENGINEERING SERVICES
SOUTHERN MANATEE FIRE RESCUE DISTRICT STATION NO. 2

Contract # C2020-01

**AGREEMENT FOR PROFESSIONAL ARCHITECTURAL & ENGINEERING SERVICES
SOUTHERN MANATEE FIRE RESCUE DISTRICT STATION NO. 2**

This **AGREEMENT FOR PROFESSIONAL ARCHITECTURAL & ENGINEERING SERVICES** for Southern Manatee Fire Rescue District Station No. 2 (hereinafter, the "Agreement"), is entered into by and between the **Southern Manatee Fire Rescue District**, a political subdivision of the State of Florida, whose address is 2451 Trailmate Drive, Sarasota, Florida, 34243, (hereinafter, the "District"), and **Sweet Sparkman Architects, Inc.**, a Florida Corporation, whose address is 2168 Main Street, Sarasota, Florida 34237 (hereinafter, the "Consultant"), as of the latest date appearing on the signature lines below.

WHEREAS, the District owns and operates a fire-rescue station located at 1911 30th Avenue East, Samoset, Florida (hereinafter, "Station No. 2"); and,

WHEREAS, the District desires to retain the services of a competent and qualified Consultant to provide professional architectural and engineering services, permitting services, communications, and any appurtenances necessary for a design and programming of a complete modern fire-rescue station facility; and

WHEREAS, the District has solicited for these professional services via a request for qualifications (RFQ #2020-01); and

WHEREAS, after review and consideration of all responsive proposals to RFQ #2020-01, the District intends to engage the Consultant to provide professional services for the Station No. 2 project; and

WHEREAS, the Consultant is agreeable to providing the District the professional services and represents that it is capable and prepared to do so.

NOW, THEREFORE, in consideration of the promises contained herein, the parties hereby agree, as follows:

SECTION 1.0 –SERVICES TO BE PERFORMED BY THE CONSULTANT

The District does hereby retain the Consultant to furnish, provide and perform the professional services (collectively, the "Services") described in the Scope of Services section of the Consultant's August 2, 2020, proposal, a copy of which is attached hereto as Exhibit "A," and the District's Request for Qualifications, RFQ #2020-01, to include all attachments and addenda, and the Consultant's response thereto (collectively, attached hereto as a composite Exhibit "B"). Consultant shall timely complete the Services in accordance with the Schedule set forth in Exhibit "A." To the extent there is any conflict between the terms and conditions of this Agreement and the Exhibits attached hereto, the provisions of this Agreement shall govern.

SECTION 2.0 -COMPENSATION

2.1 General

2.1.1 The District shall pay the Consultant in accordance with the not-to-exceed Lump Sum Fees set forth in the Fees and Reimbursable Expenses section of Exhibit "A."

2.1.2 Any Additional Services, as identified in Exhibit "A," must be authorized, in writing, by the District, before being performed by the Consultant, and, if authorized, shall be compensated in accordance with the not-to-exceed lump sum fees specified in Exhibit "A."

2.1.3 All of the Consultants invoices shall be accompanied by time and task records for all billable hours appearing on the invoice. Additional supporting documents may be requested by the District and, if so requested, shall be furnished by the Consultant to the District's satisfaction. These include but are not limited to reimbursable expenses as outlined in Section 2.2 of this Agreement.

2.1.4 The Consultant's Project Manager or any authorized officer shall attest to the correctness and accuracy of all charges and requested reimbursements.

2.1.5 Each individual invoice shall be due and payable in accordance with the State of Florida Prompt Payment Act, Chapter 218, Florida Statutes. All invoices shall be delivered to:

Southern Manatee Fire Rescue District
P.O. Box 20216
Bradenton, FL 34204

2.1.6 In order for both parties to close their books and records, the Consultant will clearly state "Final Invoice" on the Consultant's final billing for the Services rendered to the District. The Consultant's submission of a Final Invoice for a project is its certification that all of its Services for the Project have been properly performed and all charges and costs have been invoiced to the District. Upon receipt of the Final Invoice, the account for such project will be closed, and the Consultant shall be deemed to have waived any further charges not properly included on the Final Invoice.

2.1.7 Intentional misrepresentations of billable hours and reimbursable expenses will be pursued to the fullest extent of the law.

2.2 Reimbursable Expenses

2.2.1 All of the Consultant's requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Agreement shall be reimbursed in accordance with the schedule provided in Exhibit "A." "Reimbursable Expenses" are the actual, pre-approved expenses incurred directly in connection with the tasks the District has requested.

Reimbursable Expenses will be reimbursed by the District at cost, but not to exceed the amounts listed, as applicable, in Exhibit "A." The Consultant's request for payment shall include copies of paid receipts, invoices or other documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Services performed in accordance with this Agreement.

2.2.2 All assets (durable goods) purchased as Reimbursable Expenses become the property of the District upon completion of the Services for which the asset was utilized. All such assets must be surrendered by delivery to the District immediately upon (i) demand, (ii) termination of this Agreement, or (iii) the conclusion of the Project, whichever event occurs first.

2.2.3 It is the responsibility of the Consultant to maintain a current inventory of all such assets.

SECTION 3.0 – CONSULTANT'S REPRESENTATIONS

In order to induce District to enter into this Agreement, Consultant makes the following representations, upon which the District has actually and justifiably relied:

3.1 That Consultant has examined and carefully studied all applicable documents, and that Consultant has the experience, expertise, and resources to perform all required Services.

3.2 That Consultant has at least a fair representative sample of the Services and is satisfied as to the general and common conditions that may affect cost, progress, performance or furnishing of the Services that may be performed pursuant to this Agreement.

3.3 That Consultant is familiar with and can and shall comply with all federal, state, and local laws and regulations, if any, that may affect cost, progress, performance, and furnishing of the Services to be performed pursuant to this Agreement.

3.4 Consultant acknowledges that the District does not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Agreement, if any, with respect to physical conditions at or contiguous to the Services site(s).

3.5 The Consultant is a Corporation duly organized and existing in good standing under the laws of the State of Florida with full right and authority to do business within the State of Florida.

3.6 The Consultant has the full right and authority to enter into this Agreement and perform its obligation in accordance with its term.

3.7 The Consultant now has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

3.8 The Consultant shall, at no additional cost to the District, re-perform those Services which fail to satisfy the foregoing standard of care, the requirements and standards of this Agreement or which otherwise fail to meet the requirements of this Agreement.

SECTION 4.0 - ENTIRETY OF AGREEMENT

4.1 The District and the Consultant agree that this Agreement sets forth the entire Agreement between the parties with respect to its subject matter, and there are no promises or understandings other than those stated herein.

4.2 This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the District and the Consultant pertaining to the Services, whether written or oral.

SECTION 5.0 - INSURANCE

5.1 Consultant shall, at its sole cost and expense, procure and maintain throughout the term of this Agreement, insurance coverage in such amounts as required and authorized by Florida law, and will provide endorsed certificates of insurance generated and executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, and naming the District as a named, additional insured, as well as furnishing the District with a certified copy, or copies, of said insurance policies. Certificates of insurance and certified copies of these insurance policies must accompany this signed Agreement. Said insurance coverages procured by the Consultant as required herein shall be considered, and proposer agrees that said insurance coverages it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to the District, and that any other insurance, or self-insurance available to the District shall be considered secondary to, or in excess of, the insurance coverage(s) procured by the Consultant as required herein.

Nothing herein shall be construed to extend the District's liability beyond that provided in Section 768.28, Florida Statutes (F.S.).

5.2 Consultant is to secure, pay for, and file with the District, prior to commencing any Services under this Agreement, all certificates for workers' compensation, public liability, and property damage liability insurance, and such other insurance coverages as may be required by specifications and addenda thereto, in at least the following minimum amounts with specification amounts to prevail if greater than minimum amounts indicated. Notwithstanding any other provision of the Agreement, the Consultant shall provide the minimum limits of liability insurance coverage as follows:

Auto Liability	\$1,000,000	Combined Single Limit
General Liability	\$2,000,000	Aggregate
	\$2,000,000	Products Aggregate
	\$1,000,000	Any One Occurrence
	\$1,000,000	Personal Injury
Additional Umbrella Liability	\$1,000,000	Occurrence / Aggregate
Professional Liability	\$1,000,000	Per Claim / Aggregate

Consultant shall furnish an original Certificate of Insurance indicating same, and such policy providing said coverage, with the District named as an additional insured on its General Liability and Automobile Liability policies on a PRIMARY and NON-CONTRIBUTORY basis utilizing an ISO standard endorsement at least as broad as CG 2010 (11/85) or its equivalent, (combination of CG 20 10 07 04 and CG 20 37 07 04, providing coverage for completed operations, is acceptable) including a waiver of subrogation clause in favor of the District on all policies. Consultant will maintain the General Liability and Professional Liability insurance coverages summarized above with coverage continuing in full force, including the additional insured endorsement on the General Liability policy until at least three (3) years beyond completion and delivery of the Services agreed upon herein.

5.3 Notwithstanding any other provision of the Agreement, the Consultant shall maintain complete workers' compensation coverage for each and every employee, principal, officer, representative, or agent of the Consultant who is performing any labor, services, or material under the Agreement. Further, with respect to Employers' Liability, Consultant shall additionally maintain the following minimum limits of coverage:

Bodily Injury Each Accident	\$1,000,000
Bodily Injury by Disease Each Employee	\$1,000,000
Bodily Injury by Disease Policy Limit	\$1,000,000

5.4 Consultant's insurance policies shall be endorsed to give thirty (30) days written notice to the District in the event of cancellation or material change.

5.5 Consultant will comply with any and all safety regulations required by any agency or regulatory body including but not limited to OSHA. Consultant will notify the District immediately by telephone at (941) 751-7675 of any accident or injury to anyone that occurs on the Services site and is related to any of the Services being performed by the Consultant.

Nothing herein shall be construed to extend the District's liability beyond that provided in Section 768.28, Florida Statutes (F.S.).

SECTION 6.0 – TERM OF AGREEMENT

The initial term of this Agreement shall commence upon the effective date and remain in force and effect until completion of the Services by the Consultant and acceptance of the Services by the District, unless the Agreement is sooner otherwise terminated as provided for herein.

SECTION 7.0 – TERMINATION OF AGREEMENT

7.1 Termination for Cause: In the event the Consultant shall default or otherwise violate any of the terms, obligations, restrictions or conditions of this Agreement, the District shall give the Consultant written notice of the default and that such default shall be corrected within five (5) business days of the date of the written notice. In the event the Consultant fails to correct the condition(s) of the default within the aforementioned timeframe, the District shall have all legal remedies available to it, including but not limited to, termination of this Agreement for cause. Unless the default is corrected within five (5) business days, or within a timeframe agreed to by the District, in such instance, the District may terminate the Agreement for cause by giving notice of termination to the Consultant, and the Consultant shall immediately cease working for the District and only be paid for all Services properly performed to the date of termination.

7.2 Termination for Convenience of District: The District for any reason may terminate this Agreement at any time by giving at least thirty (30) days written notice to the Consultant. Notwithstanding, the District may terminate this Agreement immediately upon any lapse in the insurance coverage to be retained by the Consultant, or failure to fulfill any of the insurance requirements as provided herein. In this event, Consultant shall be entitled to compensation for any satisfactory Services completed prior to termination in accordance with this Agreement.

7.3 Termination for Convenience of Consultant: This Agreement may be terminated by the Consultant by either: (a) mutual consent of both parties or (b) upon ninety (90) days written notice delivered by certified mail, return receipt requested to the District.

7.4 Effect of Termination: In the event this Agreement is terminated for any reason, finished or unfinished documents, data, studies, correspondence, reports and other products prepared by or for Consultant under this Agreement shall be made available to and for the exclusive use of the District at no additional cost to the District. The Consultant shall immediately discontinue all affected Services unless a notice directs otherwise. Unless in dispute or subject to the District's remedy, the Consultant shall be paid for Services actually rendered through the date of termination.

SECTION 8.0 - INDEMNIFICATION AND LIABILITY

8.1 To the fullest extent permitted by law, the Consultant expressly agrees to indemnify, defend, and hold harmless the District, its officers, directors, agents, and employees (herein called the "indemnitees") from any claims, liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Section, to persons or property, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Consultant, its sub consultants or persons employed or utilized by them in the performance of the Agreement. Claims by indemnitees for indemnification shall be limited to the amount of Consultant's insurance or one million dollars (\$1,000,000.00) per occurrence, whichever is greater. The parties acknowledge that the amount of the indemnity required hereunder bears a reasonable commercial relationship to the Agreement and it is part of the project specifications or the bid documents, if any.

8.1.1 The District's review, comment and observation of the Consultant's service and performance of the Agreement shall in no manner constitute a waiver of the indemnification provisions of this Agreement.

8.2 The indemnification obligations under the Agreement shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Consultant under workers' compensation acts, disability benefits acts, or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of the Consultant or of any third party to whom Consultant may subcontract a part or all of the Services. This indemnification shall continue beyond the date of completion of the Services.

8.3 Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of the termination of this Agreement for any reason, the terms and conditions of this Agreement will survive as if this Agreement were in full force effect.

SECTION 9.0 - NOTICE

All notices required under this Agreement shall be sent by email or certified mail, return receipt requested, and if sent to the District, shall be mailed to:

Brian Gorski, Fire Chief
2451 Trailmate Drive
Sarasota, Florida 34243
E-mail: bgorski@smfr.com

With a copy to:

R. David Jackson, Esq.
District Counsel
6853 Energy Court
Lakewood Ranch, Florida 34240
E-mail: djackson@swflgovlaw.com

As to the Consultant:

Todd M. Sweet, AIA LEED AP
2168 Main Street
Sarasota, Florida 34237
E-mail: tsweet@sweetsparkman.com

SECTION 10.0 – MISCELLANEOUS

10.1 No assignment by either party to this Agreement of any rights under or interests in this Agreement will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to any assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

10.2 Consultant binds itself, its partners, successors, assigns, and legal representatives to the District in respect of all covenants, contracts, and obligations contained in this Agreement. No employees, agents, or representatives of the District are personally or individually bound by this Agreement.

10.3 The laws of the State of Florida shall govern all provisions of this Agreement. In the event the parties to this Agreement cannot resolve a difference with regard to any matter arising herefrom, the disputed matter will be referred to court-ordered mediation pursuant to Section 44.102, F.S. If no agreement is reached, any party may file a civil action and/or pursue all available remedies whether at law or equity. Venue for any dispute shall be Manatee County, Florida.

10.4 If any civil action or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs, and all expenses even if not taxable as court costs (including without limitation, all such fees, costs and expenses incident to mediation, arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action or legal proceeding, in addition to any other relief to which such party or parties

may be entitled. Attorney's fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, and all other charges billed by the attorney to the prevailing party.

10.5 This Agreement shall not be modified or amended except in writing with the same degree of formality with which this Agreement is executed.

10.6 A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provisions.

10.7 Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon District and Consultant, who agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

SECTION 11.0 - PUBLIC RECORDS

11.1 Pursuant to applicable Florida law, the Consultant's records associated with the Agreement may be subject to Florida's public records laws, Section 119.01, F.S., et seq., as amended from time to time. Consultant agrees to comply with Florida's public records law by keeping and maintaining public records required by the District in order to perform the Services. Upon request from the District's Custodian of Public Records, the Consultant shall provide the District with copies of or allow access to the requested public records at a cost that does not exceed the cost provided for under Chapter 119, Florida Statutes, or as otherwise provided for by Florida law. Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of the Agreement and following completion of the Agreement if the Consultant does not transfer the records to the District. Upon completion of the Agreement Consultant shall transfer to the District, at no cost to the District, all public records in possession of Consultant or keep and maintain all public records required by the District to perform the Services. If the Consultant transfers all public records to the District upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

11.2 IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING

TO THIS AGREEMENT, CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, DEBBIE TUCKERMAN, EXECUTIVE MANAGEMENT ASSISTANT, AT P.O. BOX 20216, BRADENTON, FLORIDA 34204, (941) 751-7675, DTUCKERMAN@SMFR.COM.

SECTION 12.0 – PROHIBITION FOR CONTINGENT FEES

The Consultant warrants that it 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 Consultant 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 other consideration contingent upon or resulting from the award or making of this agreement. For the breach or violation of this provision, the District shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

SECTION 13.0 – STANDARD OF CARE

13.1 The Consultant represents to the District that it has the personnel and experience necessary to perform all Services in a professional and workmanlike manner.

13.2 The Consultant shall exercise the same degree of care, skill, and diligence in the performance of the Services as provided by a professional of like experience, knowledge and resources, under similar circumstances.

13.3 The Consultant agrees that, in the event that design errors and/or omissions are discovered during construction, all services rendered by the Consultant to correct said design errors and/or omissions will be considered out-of-scope services and shall not be invoiced to the District.

13.4 The Consultant shall, at no additional cost to the District, re-perform all those Services which fail to satisfy the foregoing standard of care or which otherwise fail to meet the requirements of this Agreement.

13.5 The Consultant warrants that all Services shall be performed by skilled and competent personnel to the professional standards in the field.

SECTION 14.0 - INDEPENDENT CONTRACTOR

14.1 The Consultant undertakes performance of the Services as an independent contractor and will be wholly responsible for the methods of performance.

14.2 The Consultant shall not pledge the District's credit or make the District a guarantor of payment or surety for any contract, debt, obligation, judgement, lien or any form of indebtedness. The Consultant shall have no right to speak for or bind the District in any manner.

SECTION 15.0 - SUBCONSULTANTS

15.1 The District reserves the right to accept the use of a subconsultant or to reject the selection of a particular subconsultant and to inspect all facilities of any subconsultant.

15.2 If a subconsultant fails to perform or make progress in providing any of the Services, as required by this Agreement, and the Consultant determines it is necessary to replace the subconsultant to complete any services in a timely fashion, then the Consultant shall promptly do so, subject to the District's right to approve the new subconsultant. The failure of a subconsultant to timely or properly perform any of its obligations to the Consultant shall not relieve the Consultant of its obligations to the District under this Agreement.

SECTION 16.0 - FORCE MAJEURE

The Consultant shall be temporarily excused from performance if an Event of Force Majeure directly or indirectly causes its nonperformance. An "Event of Force Majeure": shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquake, storm, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions. Within five (5) days after the occurrence of an Event of Force Majeure, the Consultant shall deliver written notice to the District describing the event in reasonably sufficient detail and how the event has precluded the Consultant from performing its obligations hereunder. The Consultants obligations, so far as those obligations are affected by the Event of Force Majeure, shall be temporarily suspended during, but no longer than, the continuance of the Event of Force Majeure and for a reasonable time thereafter as may be required for the Consultant to return to normal business operations. If excused from performing any obligations under this Agreement due to the occurrence of an Event of Force Majeure, the Consultant shall promptly, diligently, and in good faith take all reasonable action required for it to be able to commence or resume performance of its obligations under this Agreement. During any such time period the Consultant shall keep the District duly notified of all such actions required for it to be able to commence or resume performance of its obligations under this Agreement.

SECTION 17.0 - FEDERAL AND STATE TAXES

The District is exempt from Federal Tax and State Sales and Use Taxes. Upon request, the District will provide an exemption certificate to the Consultant. The Consultant shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations

with the District, nor shall the Consultant be authorized to use the District's Tax Exemption Number in securing such materials.

SECTION 18.0 - DISTRICT RESPONSIBILITIES

The District shall be responsible for providing access to the Project site, and providing information in the District's possession that the Consultant may reasonably require to perform the Services including existing reports, studies, financial information, and other relevant data that are available in the files of the District.

SECTION 19.0 - ACCESS AND AUDITS

19.1 The Consultant shall maintain adequate records to justify all charges and costs incurred in performing the Services for at least three (3) years after completion of this Agreement. The District shall have access to all books, records, and documents that the Consultant must maintain in accordance with this Section 19.0 for the purpose of inspection or audit during the Consultant's normal business hours at its usual place of business.

19.2 If the District determines that the District has overpaid the Consultant because the Consultant has misrepresented its billable time or reimbursable expenses, the Consultant shall deliver the full amount of any overpayment to the District. If the District incurs any fees, costs or expenses to recover the overpayment amount including, but not limited to, administrative accounting and attorneys' fees, costs and expenses, then the Consultant must pay the District the full amount of the same as such fees, costs and expenses come due.

19.3 If the District determines that the Consultant has under billed the District because the Consultant has miscalculated any reimbursable items or rates after submitting the invoice in accordance with Section 2.0 of this Agreement, then the Consultant waives any claim for additional payment for those services or reimbursable items.

19.4 All invoices submitted to the District pursuant to this Agreement are subject to audit and demand for refund of overpayment for a time period extending three (3) years beyond the expiration or earlier termination of this Agreement.

SECTION 20.0 - TRUTH-IN-NEGOTIATIONS CERTIFICATE

20.1 The Consultant's execution of this Agreement serves as its execution of a Truth-In-Negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the effective date of this Agreement.

20.2 The District shall adjust the Consultant's wage rates and costs if the District determines that the wage rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants.

The District shall exercise its rights under this Certificate within one (1) year following payment of any such wages or costs to the Consultant.

SECTION 21.0 – OWNERSHIP OF DOCUMENTS

The Consultant shall be required to cooperate with other District consultants and shall timely provide those consultants any information requested in the specified format. Any and all documents, records, disks, original drawings, or other information shall become property of the District for its use and/or distribution as the District may determine in its sole discretion. The Consultant is not liable for any damages, injury or costs associated with the District's use or distribution of these documents for purposes other than those originally intended by the Consultant.

SECTION 22.0 - KEY PERSONNEL

The Consultant shall notify the District in the event of any key personnel changes, which may affect this Agreement. To the extent possible, notification shall be made at least ten (10) days prior to any proposed changes. The Consultant shall at the District's request, remove without consequence to the District any subconsultant or employee of the Consultant and replace the same with an appropriate substitute having the required skill and experience necessary to perform the Services in accordance with this Agreement requirement. The District has the right and discretion to reject proposed changes in key personnel.

The following personnel shall be considered key personnel:

Name: TODD SWEET

Name: KIM CAM

Name: VENNA KISER

Name: CHASE MYERS

SECTION 23.0 - ANNUAL APPROPRIATIONS

The Consultant acknowledges that during any fiscal year the District shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any agreement, verbal or written, the District may make in violation of this fiscal limitation is null and void, and no money may be paid on such agreement. The District may enter into agreements whose duration exceeds one (1) year however, any such agreement shall be executory only for the value of the services to be rendered which the District agrees to pay as allocated in its annual budget for each succeeding fiscal year. Accordingly, the District's

performance and obligation to pay the Consultant under this Agreement is contingent upon an annual appropriation being made for that purpose.

SECTION 24.0 - LIMITATION OF LIABILITY

IN NO EVENT, SHALL THE DISTRICT BE LIABLE TO THE CONSULTANT FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS AGREEMENT BY THE DISTRICT WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

SECTION 25.0 - DEFAULT AND REMEDY

25.1 If the Consultant materially defaults in its obligations under this Agreement and fails to cure the same within five (5) days after the date the Consultant receives written notice of the default from the District, then the District shall have the right to (i) immediately terminate this Agreement by delivering written notice to the Consultant, and (ii) pursue any and all remedies available in law, equity, and under this Agreement.

25.2 If the District materially defaults in its obligations under this Agreement and fails to cure the same within five (5) days after the date the District receives written notice of the default from the Consultant, then the Consultant shall have the right to immediately terminate this Agreement by delivering written notice to the District. Upon any such termination, the District shall pay the Consultant the full amount due and owing for all Services performed through the date of Agreement termination.

[Remainder of this page intentionally left blank]

IN WITNESS WHERE OF, the parties hereto have made and executed this Agreement as of the day and year last written below. The District and the Consultant have signed this Agreement in two originals in counterpart. One counterpart each has been delivered to the District and the Consultant. All portions of the Agreement have been signed, initialed or identified by the District and the Consultant.

ATTEST:

Sweet Sparkman Architects, Inc.

Michele Hegner Demperio
(Signature)

Michele Hegner Demperio
(Print or Type Name)

Date: 9.23.20

CONSULTANT

Sweet Sparkman Architects, Inc.

By: Todd M. Sweet
(Signature)

Its PRINCIPAL
(Title of Authorized Representative)

TODD M. SWEET
(Print or Type Name)

Date: 9/23/20

ATTEST:

As to Southern Manatee Fire Rescue District

David Platt
Secretary/Vice-Chair/Treasurer

Date: 10/15/2020

SOUTHERN MANATEE FIRE
RESCUE DISTRICT

By: David Platt
Chair

Date: 10/15/2020

EXHIBIT "A"
PROPOSAL

September 17, 2020

Brian Gorski
Fire Chief
Southern Manatee Fire Rescue District
2451 Trailmate Drive
Sarasota, Florida 34243

Re: **Fire Station #2 – Expansion/Renovation
Professional Design Services Agreement**

Sweet Sparkman Architects and Interiors (SSAI) is pleased to present this Agreement to the Southern Manatee Fire Rescue District (SMFD or the "Owner") for professional design services in connection with Fire Station #2 (the "Project") located at 1911 30th Avenue East, Samoset, Florida. Our project understanding, scope of services and fees are described below.

Project Understanding

Renovation of SMFD Fire Station #2 to provide additional living to accommodate male and female firefighters as well as anticipated growth in the department. Renovated areas to include, but not limited to, the following:

- Bathroom
- Bunk room
- Enlarged Day Room/Kitchen
- Fitness Area
- Investigate exhaust system options for the Apparatus Bays
- New detached storage building for Special Hazards Unit

For the purposes of this proposal, it is assumed that approximately 4,000 sf of interior space will be renovated and an additional 1,200 sf of living space will be added to the fire station which will remain a single-story facility. Also included will be a non-conditioned 1,200 sf storage facility for the Special Hazards Unit. This storage building will be cmu/stucco and metal trusses. The building will have a separate electrical panel and power but no A/C. Refer to attached Exhibit A - Existing Floor Plan and Proposed Floor Plan. An initial construction budget for the project is estimated at \$1,400,000.00 based on the following:

Fire Station:

4,000 sf x \$200.00/sf	=	\$ 800,000.00 (renovation)
1,200 sf x \$300.00/sf	=	\$ 360,000.00 (new construction)
Total (Fire Station)	=	\$1,160,000.00

Storage Facility:

1,200 sf x \$200.00/sf	=	\$240,000.00 (new construction)
Total construction	=	\$1,400,000.00

*These construction costs are only estimates for the purpose of generating an overall fee. It is understood that the Owner will contract the services of a Construction Manager or General Contractor to assist with estimating.

Scope of Services

Based on our understanding of the project, SSAI proposes to provide professional design services as described in the following phases. Each phase shall be approved by the Owner in writing prior to beginning the next phase of work. SSAI's services include the following engineering consultant services:

- Snell Engineering Consultants - Structural Engineering
- ME3 Consulting Engineers - Mechanical, Electrical, Plumbing & Fire Protection Engineering
- BGE - Civil Engineering

PHASE 1 – SCHEMATIC DESIGN

- SSAI shall review the program and other information furnished by the Owner, and shall review codes and regulations applicable to SSAI's services.
- SSAI shall prepare a preliminary evaluation of the Owner's program, schedule, budget, site, and the proposed procurement or delivery method, and other initial information, to ascertain the requirements of the project. SSAI shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.
- SSAI shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction. SSAI shall reach an understanding with the Owner regarding the requirements of the project.
- Based on the Project's requirements agreed upon with the Owner, SSAI shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.
- Based on the Owner's approval of the preliminary design, SSAI shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, section and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary narrative selections of major building systems and construction materials shall be noted on the drawings or described in writing.
- SSAI shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

- G. SSAI understands that Owner will engage the services of a Contractor or Construction Estimator to provide an estimate of the Cost of the Work. [SSA can prepare this estimate as an Additional Service, if requested.]
- H. Schematic Design Phase includes up to three (3) meetings with Owner.

PHASE 2 – DESIGN DEVELOPMENT

- A. Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, SSAI shall prepare Design Development Documents for the Owner's approval.
- B. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.
- C. The Architect shall submit the Design Development Documents to the Owner and request the Owner's approval.
- D. SSAI understands that Owner will engage the services of a General Contractor or Construction Estimator to provide an updated estimate of the Cost of the Work based on the Design Development Documents. [SSAI can prepare this estimate as an Additional Service, if requested.]
- E. Design Development Phase includes up to three (3) meetings with Owner.

PHASE 3 – CONSTRUCTION DOCUMENTS

- A. Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, SSAI shall prepare Construction Documents for the Owner's approval.
- B. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the work, in a manner consistent with locally accepted standards for professional skill and care.
- C. SSAI shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.
- D. The Owner and SSAI acknowledge that in order to construct the Work the General Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which SSAI shall review in accordance with the Construction Administration Phase outlined below.

- E. The Architect shall submit the Construction Documents to the Owner and request the Owner's approval.
- F. Construction Document Phase includes up to two (2) meetings with Owner.
- G. SSAI understands that Owner will engage the services of a General Contractor or Construction Estimator to provide an updated estimate of the Cost of the Work based on the Construction Documents. [SSAI can prepare this estimate as an Additional Service, if requested.]

PHASE 4 – BIDDING AND PERMITTING

- A. Based upon Owner's approval of the Construction Documents, provide permitting necessary (unless specifically excluded below) to achieve signed/sealed drawings ready for the Contractor's bidding process and/or construction.
- B. Submission of Construction Documents to applicable agencies for permit processing [OR, submit to Contractor for submission to applicable agencies for permit processing].
- C. Answer review questions required by permitting agencies and GC. Assembly of addenda material and information as may be required to clarify issues.
- D. Assist the Owner and General Contractor in bid evaluation, as requested.

PHASE 5 – CONSTRUCTION ADMINISTRATION

- A. Twice-monthly site visits during construction to determine, in general, if the work observed is being performed in a manner that, when completed, will be in accordance with the contract documents. Agreement includes a total of twelve (12) site visits during construction. Additional requested site visits will be billed as Additional Services.
- B. Review and respond to Contractor requests for information (RFIs) and Submittals during construction.
- C. Review Contractor Certificates for Payment.
- D. At Project Completion, review Punch List prepared by the General Contractor and issue Certificate of Substantial Completion when appropriate.
- E. Certify a final Certificate for Payment based upon a final site visit indicating the work complies with the requirements of the contract documents.

Services Not Included

Any other services, including but not limited to the following, are not included in this agreement (see also Information Provided by Owner below).

- A. LEED consulting and certification services
- B. Environmental Services
- C. Hazardous Material Report (Asbestos Survey)
- D. Plan Review or Permit Fees
- E. Significant changes or modifications to the design after Owner approval of design phase.
- F. Prolonged Construction Administration services.

Additional Services

Any services not specifically provided for in the above scope will be considered additional services and can be performed at our then current hourly rates, or for a negotiated fee prior to commencing additional services work. Additional services we can provide include, but are not limited to, the following:

- A. Interior Design services not otherwise expressly indicated in Scope of Services
- B. Furniture selections and procurement
- C. Geotechnical Services
- D. Surveying Services
- E. Civil Engineering or Landscape Design Services
- F. 3D physical presentation model
- G. Project renderings (additional to what may be included in Scope of Services)

Information Provided by Owner

- A. The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements.
- B. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project.
- C. SSA shall be entitled to rely on the accuracy and completeness of the Owner's information.
- D. The Owner shall employ a General Contractor, experienced in the type of Project to be constructed, to perform the construction of the Work and to provide price information.

Fees and Reimbursable Expenses

SSA will perform the Scope of Services described above for lump sum fees as follows:

SMFRD Fire Station #2 - Basic Professional Services:	Lump Sum Fee
PHASE 1 – SCHEMATIC DESIGN	
Architectural	\$ 14,110.00
MEPFP	\$ 3,910.00
PHASE 1 - TOTAL	\$ 18,020.00
PHASE 2 – DESIGN DEVELOPMENT	
Architectural	\$ 20,616.00
Structural	\$ 2,900.00
MEPFP	\$ 6,518.00
PHASE 2 - TOTAL	\$ 30,034.00
PHASE 3 – CONSTRUCTION DOCUMENTS	
Architectural	\$ 27,083.00
Structural	\$ 4,716.00

MEPFP	\$ 10,248.00
PHASE 3 - TOTAL	\$42,047.00
PHASE 4 – BIDDING AND PERMITTING	
Architectural	\$ 4,205.00
Structural	\$ 600.00
MEPFP	\$ 1,202.00
PHASE 4 - TOTAL	\$ 6,007.00
PHASE 5 – CONSTRUCTION ADMINISTRATION	
Architectural	\$ 16,819.00
Structural	\$ 1,634.00
MEPFP	\$ 5,574.00
PHASE 5 - TOTAL	\$ 24,027.00
TOTAL BASIC PROFESSIONAL SERVICES	\$ 120,135.00

The following Additional Services will be included as part of this Agreement and used only with prior authorization and as needed:

SMFRD Fire Station #2 - Additional Services:

Interior Design Services	\$ 4,000.00
Surveying Services	\$ 3,200.00
Civil Engineering / Site Approvals and Permitting	\$ 21,500.00
Voice/Data/Security Communications Design Services	\$ 5,000.00
Landscape Architecture	\$ 5,000.00
Geotechnical Exploration	\$ 3,000.00
Electronic/Audio Visual Design Services	\$ 5,000.00
Assistance with General Contractor/CM Selection	HNTE \$ 5,000.00

Reimbursable expenses, such as travel, postage and printing costs, will be billed according to the schedule shown on Exhibit B – Sweet Sparkman Architects Schedule of Professional Hourly Billing Rates.

Fees and reimbursable expenses will be invoiced monthly based upon the percentage of services completed or actual services performed and expenses incurred as of the invoice date. Payment will be due upon receipt of invoice.

Schedule

SSA proposes the following milestone schedule for the SMFRD Fire Station No. 2 Project. Milestone schedule begins [1-2] weeks after receipt of executed agreement – this date shall be considered the Notice to Proceed.

Activity – SMFRD Fire Station No. 2	Task Duration (Calendar Days)	Milestone Days (from Notice to Proceed)
PHASE 1 – SCHEMATIC DESIGN	30	30
PHASE 2 – DESIGN DEVELOPMENT	45	75
PHASE 3 – CONSTRUCTION DOCUMENTS	45	120
TOTAL DESIGN PHASE DURATION	120	
PHASE 4 – BIDDING AND PERMITTING	TBD	
PHASE 5 – CONSTRUCTION ADMINISTRATION	TBD	

Terms and Conditions

In addition to items described herein, this Agreement shall include and be subject to Sweet Sparkman Architects Standard Terms and Conditions, attached as Exhibit C.

Thank you for the opportunity to provide professional design services for this project. Please contact me if you have any questions.

Sincerely,

Todd M. Sweet, AIA, LEED AP
Principal
tsweet@sweetsparkman.com

Enclosures:

Exhibit A - Existing Floor Plan and Proposed Floor Plan
Exhibit B - SSA Schedule of Professional Hourly Billing Rates
Exhibit C - SSA Standard Terms and Conditions

EXHIBIT A
EXISTING STATION

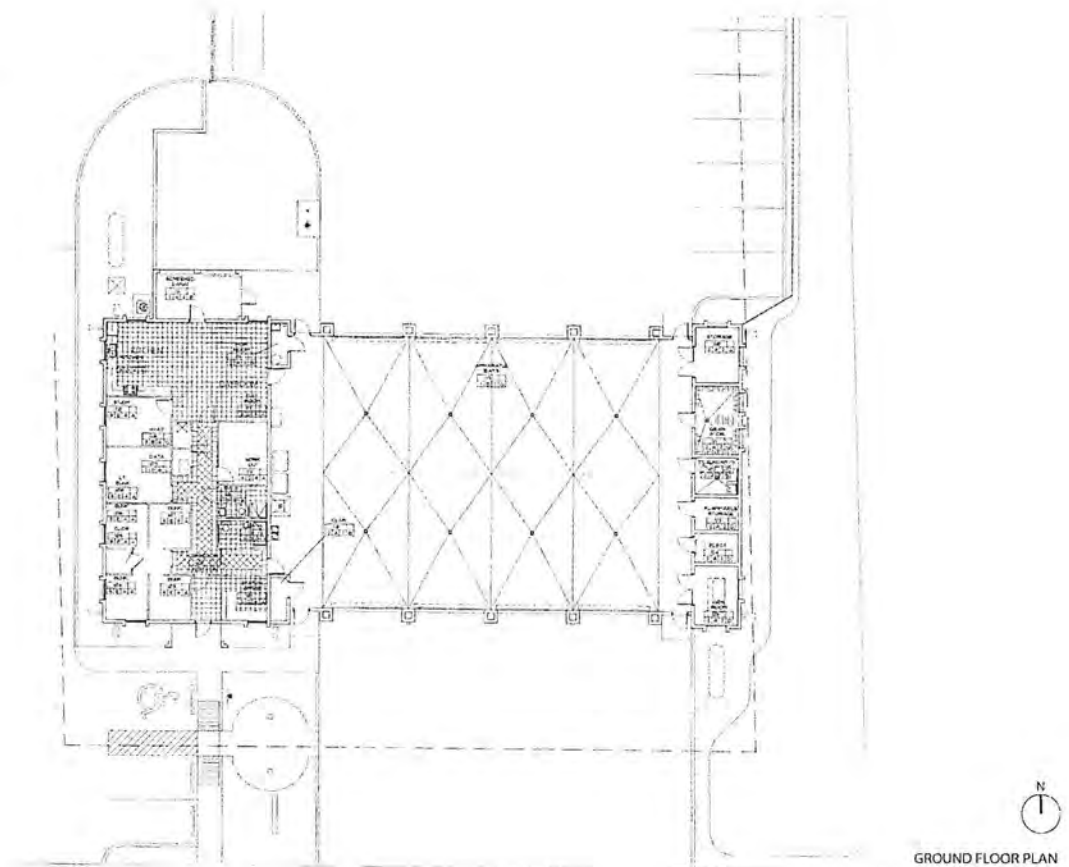
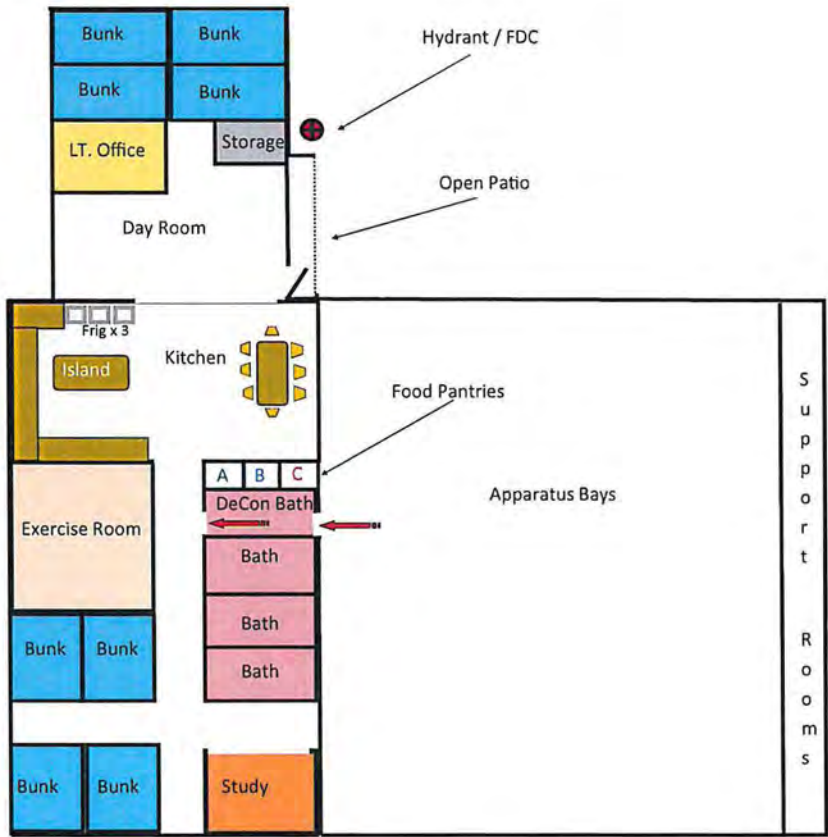


EXHIBIT A

Hazmat Storage Building

SMFR Station 2



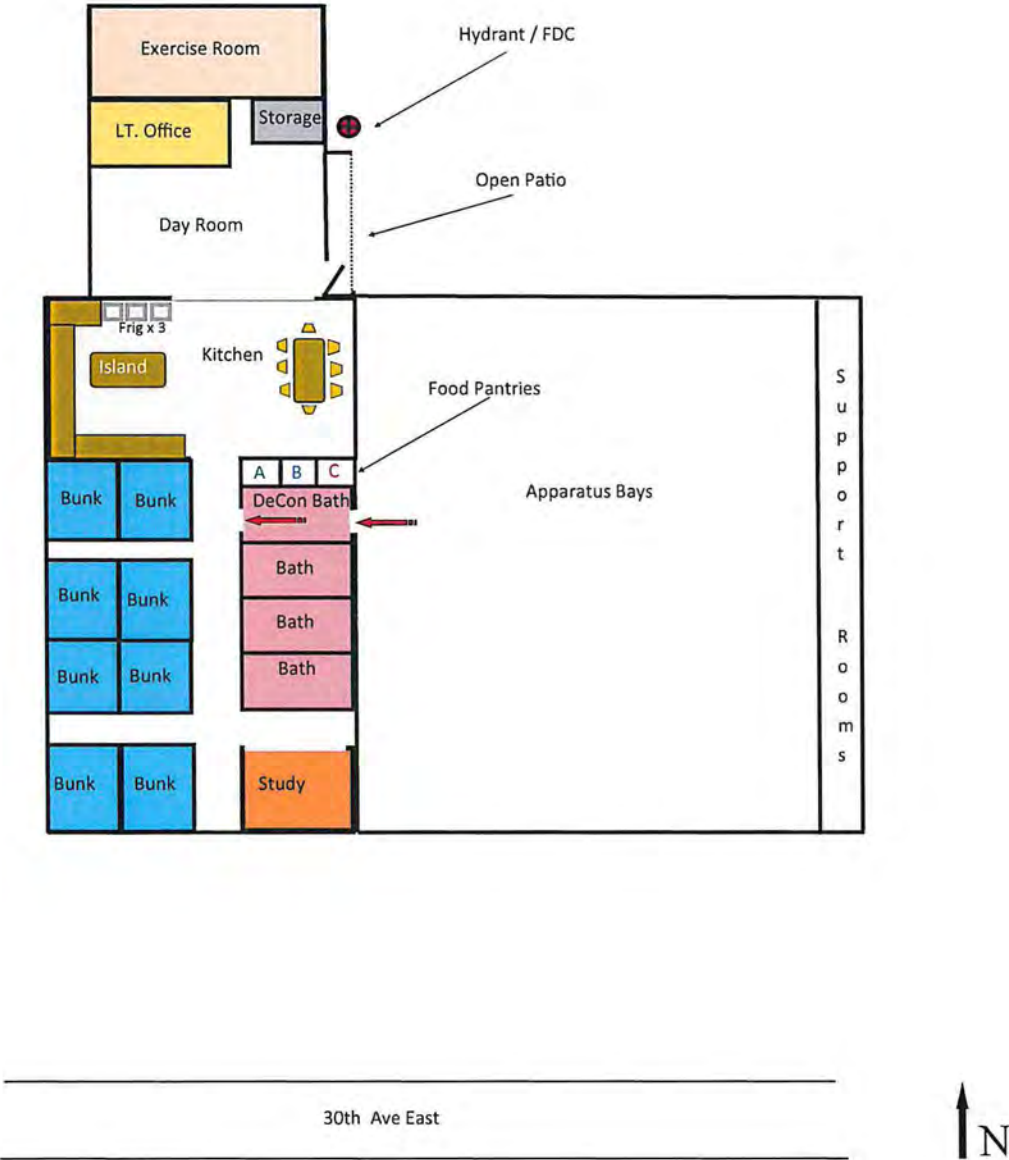
30th Ave East

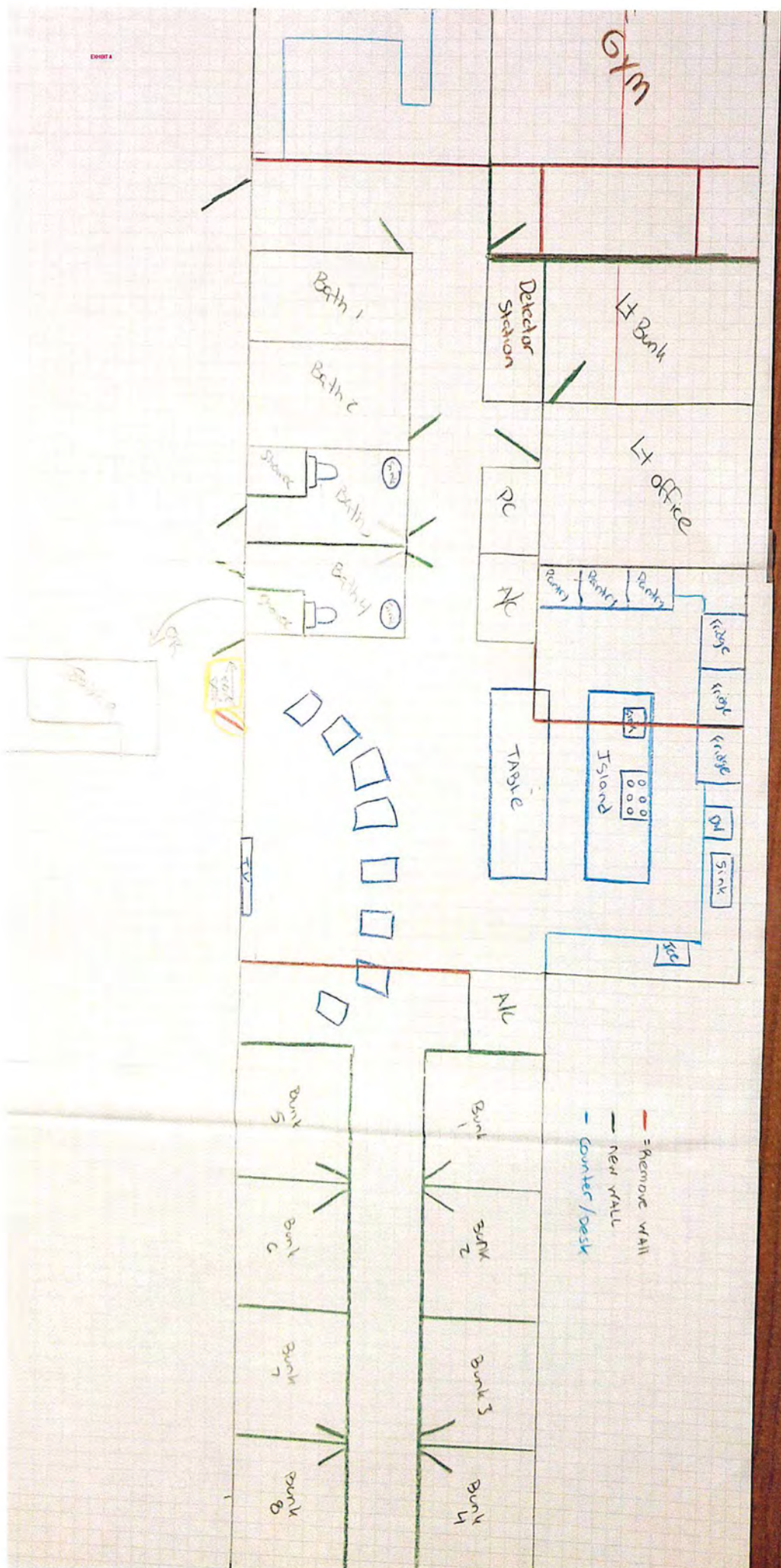


EXHIBIT A

Hazmat Storage Building

SMFR Station 2





Sweet Sparkman Architecture and Interiors
Schedule of Professional Hourly Billing Rates

Effective through December 31, 2020

Professional Services:

Senior Principal	\$185.00
Principal	\$165.00
Project Manager	\$150.00
Project Architect	\$135.00
Project Designer	\$105.00
Designer/CAD technician	\$ 95.00
Lead Interior Designer	\$145.00
Interior Designer	\$130.00
Clerical / Procurement	\$ 65.00

Reimbursable Expenses:

Reproductions	Cost plus 10%
Travel	Reimbursable at the prevailing rate per the IRS
Other reimbursable expenses include, but not limited to: Postage, photography, supplies, warehousing, etc.	Cost plus 10%
Consultants	Cost plus 10%
In-house Printing: B&W 8.5 x11	\$.12 /each
In-house Printing: B&W 11 x 17	\$.24 /each
In-house Printing: Color 8.5 x 11	\$.60 /each
In-house Printing: Color 11 x 17	\$ 1.20 /each
In-house B&W plots	\$ 5.00 /each
In-house color plots	\$ 10.00 /each
Bank Transfer Fees	Wire Fee plus 10%