

PROFESSIONAL SERVICES AGREEMENT
(Bidding & Construction Management Services for Public Works Fleet Facility)

This Professional Services Agreement ("Agreement") is made on _____, between the **City of Lake Worth Beach**, a Florida municipal corporation ("City"), and **CPZ Architects, Inc.**, a Florida corporation with its office located at 4316 W Broward Blvd, Plantation, FL 33317 ("CONSULTANT").

WHEREAS, the City issued Request for Qualifications (No. 24-301) for bidding and construction management services for Public Works Fleet Facility in accordance with the Consultants' Competitive Negotiations Act, section 287.055, Florida Statutes ("RFQ"); and

WHEREAS, the City received three (3) qualifications in response to the RFQ of which only one (1) was found to be responsive to the RFQ requirements; and

WHEREAS, the CONSULTANT has significant experience in assisting municipal organizations in providing bidding, construction management and associated design and engineering services; and

WHEREAS, this Agreement may be funded, in whole or in part, by the Federal agencies, in which case, the CONSULTANT agrees that any services performed pursuant to the RFQ and this Agreement will comply with all applicable Federal law, Federal regulations, executive orders, Federal policies, procedures, and directives and special clauses as provided for in **Exhibit "A"**; and

WHEREAS, the City desires to award the RFQ to the CONSULTANT based on CONSULTANT's qualifications and experience to provide review of design documentation, development of bid documents, bid review and construction/engineering inspection/management and related services for the construction of a new Public Works Fleet Facility; and

WHEREAS, the City finds making the award of the RFQ to the CONSULTANT as described herein serves a valid public purpose.

NOW THEREFORE, the City hereby engages the services of the CONSULTANT, and in consideration of the mutual promises herein contained, the sufficient of which is hereby acknowledged by both parties, the parties agree as follows:

ARTICLE 1 - SCOPE OF SERVICES

The City awards the CONSULTANT the right to provide the City with the services set forth in the RFQ, which is incorporated herein by reference, and as supplemented in the CONSULTANT's proposal attached hereto as **Exhibit "B"** ("services"). The services shall be provided consistent with the terms of this Agreement and the RFQ.

ARTICLE 2 - TERM OF AGREEMENT

This non-exclusive Agreement shall be effective upon approval by the City Commission and shall continue until such time as all services are provided by the CONSULTANT, unless earlier terminated as stated herein.

ARTICLE 3 – COMPENSATION

- A. Compensation: The City shall pay the CONSULTANT the amounts set forth in **Exhibit “B”** for Basic Services, Additional Services & Allowances, and Direct Project Expenses. The CONSULTANT expressly acknowledges and agrees that the total cost to complete all services is set forth in **Exhibit “B”** and no additional compensation or costs shall be authorized or paid by the City for the services unless approved by written amendment to this Agreement by the City Manager or City Commission (depending on the City’s required level of approval for such additional compensation or costs). In no case shall the CONSULTANT bill the City for any amount not stated in **Exhibit “B”** or in a written amendment thereto.
- B. Direct Project Expenses: All direct project expenses shall be as stated in **Exhibit “B”** and billed at cost to the City. The CONSULTANT shall not mark-up or charge an administrative fee in addition to the direct cost for such expenses. Receipts for direct project expenses which exceed Twenty-Five and 00/100 Dollars (\$25.00) shall be provided with each of the CONSULTANT’s invoices to the City.
- C. Allowances: **Exhibit “B”** identifies certain not-to-exceed reimbursable allowances that the CONSULTANT may utilize in providing the services. The CONSULTANT shall obtain at least e-mail approval from the City’s representative prior to utilizing the allowances. Failure to obtain at least e-mail approval may result in the City not paying the allowance amount.
- D. Additional Services: If the City seeks to utilize the CONSULTANT for any additional services related to the services identified herein, the City and CONSULTANT will meet and negotiate a reasonable fee for such additional services. The negotiated fee must be approved by the City in the form of an amendment to this Agreement prior to said additional services being provided by the CONSULTANT.
- F. Status Report: The CONSULTANT shall complete and submit a technical summary and budgetary status report with each invoice at no additional cost to the City.

ARTICLE 4 - TERMS OF PAYMENT

- A. Monthly Invoices: The CONSULTANT shall submit detailed invoices once each month to the City for the services performed and the expenses and other charges accounted for under this Agreement consistent with the services and compensation schedule as set forth in **Exhibit “B”**. The CONSULTANT’s invoice must be submitted to:

City of Lake Worth Beach
Finance Dept. – Accounts Receivable
7 N. Dixie Highway
Lake Worth Beach, FL 33460

The City Manager or designee will review each invoice to ensure the services as detailed have been provided and the compensation requested is consistent with Exhibit “A”. Once the invoice is approved by the City Manager or designee, payment as prescribed in Article 3 for services rendered by the CONSULTANT during the previous month shall be processed. Payment will normally be made by the City within thirty (30) days of the City Manager or designee’s approval. However, the City reserves the right to dispute any invoice not consistent with the terms herein.

- B. Final Invoice: In order for both parties herein to close their books and records, the

CONSULTANT will clearly state "final invoice" on the CONSULTANT's final/last invoice to the City. This shall constitute CONSULTANT's certification that all services have been properly performed and all charges and costs have been invoiced to the City. Any other charges not properly included on this final invoice are waived by the CONSULTANT.

C. Tax: The City is exempt from payment of Florida State Sales and Use Tax. The City will sign an exemption certificate submitted by the CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the City, nor is the CONSULTANT authorized to use the City's tax exemption number in securing materials. The CONSULTANT shall be responsible for payment of its own share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

D. Fiscal Non-funding: The City's fiscal year ends September 30th of each year. In the event sufficient budgeted funds are not available for a new fiscal year, the City shall notify the CONSULTANT of such occurrence and this Agreement shall terminate on the last day of the current fiscal period without penalty or expense to the City. The CONSULTANT will be paid for all services rendered through the date of termination.

ARTICLE 5 - TERMS OF PERFORMANCE

A. Starting Work: The CONSULTANT will not begin any of the services until authorized in writing by a Notice to Proceed from the City.

B. Ownership of Documents: The drawings, specifications, calculations, supporting documents, or other work products which are listed as deliverables by the CONSULTANT in Exhibit "A" or such other drawings, specifications, calculations, supporting documents, or work products prepared for the City under this Agreement shall become the property of the City upon delivery or completion of the services. The CONSULTANT may keep copies or samples thereof and shall have the right to use such drawings, specifications, calculations, supporting documents, or other documents. The City accepts sole responsibility for its reuse of any such documents in a manner other than as initially intended, or for any use of incomplete documents unless prior written approval is obtained from the CONSULTANT.

C. Account Records: The CONSULTANT's accounting records, insofar as they pertain to invoicing the City or for disbursements made from the CONSULTANT's account for services under this Agreement, shall be open to City's inspection and audit at the CONSULTANT's office upon reasonable prior notice and during normal business hours. Backup documentation for out-of-pocket expenses exceeding Twenty-Five and 00/100 Dollars (\$25.00) each shall be available at the CONSULTANT's office. These records will be retained by the CONSULTANT for five (5) years after the calendar year in which the services to which they pertain were rendered or the disbursements were made.

D. Force Majeure: Neither party hereto shall be liable for its failure to perform hereunder due to any circumstances beyond its reasonable control, such as acts of God, wars, riots, national emergencies, sabotage, strikes, labor disputes, accidents, and governmental laws, ordinances, rules, or regulations. The CONSULTANT or City may suspend its performance under this Agreement as a result of a force majeure without being in default of this Agreement, but upon the removal of such force majeure, the CONSULTANT or City shall resume its performance as soon as is reasonably possible.

Upon the CONSULTANT's request, the City shall consider the facts and extent of any failure to perform the services and, if the CONSULTANT's failure to perform was without its or its

subconsultants fault or negligence, the schedule and/or any other affected provision of this Agreement may be revised accordingly, subject to the City's rights to change, terminate, or stop any or all of the services at any time. No extension shall be made for delay occurring more than seven (7) days before a notice of delay or claim therefore is made in writing to the City. In the case of continuing cause of delay, only one (1) notice of delay or claim is necessary.

E. Approval of Changes: The City, through the City Commission or the City Manager (as specifically identified herein) must approve in writing any changes in the services which result in additional costs or expenses to the City, extension of the schedule or which would change the underlying purpose of the services. Changes include, but are not limited to, issuing additional instructions, requesting additional work, direct omission of work previously ordered, or changes in time of performance.

F. Authorized Representative: Before starting work, the CONSULTANT shall designate an authorized representative acceptable to the City to represent and act for the CONSULTANT and shall inform the City in writing of the name and address of such representative together with a clear definition of the scope of their authority. The CONSULTANT shall keep the City informed of any subsequent changes in the foregoing. The authorized representative of the City shall be the City Manager or designee.

G. Time of the Essence: Time is of the essence in the performance of this Agreement. The CONSULTANT shall at all times carry out its duties and responsibilities as expeditiously as possible and in accordance with the schedule set forth in Exhibit "A".

H. Design/Construction Phase Services: Visits to construction sites and observations made by the CONSULTANT as part of the services shall not relieve the construction contractor(s) of obligation to conduct comprehensive inspections of the work sufficient to insure conformance with the intent of the construction contract documents, and shall not relieve the construction contractor(s) of full responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing all portions of the work under the construction contract(s) and for all safety precautions incidental thereto. Safety precautions administered by the CONSULTANT, if any, to protect the CONSULTANT's personnel shall meet those policies enacted by the City. Further, CONSULTANT shall endeavor to make reasonable efforts to guard the City against defects and deficiencies in the services of the construction contractor(s) and to help determine if the provisions of the construction contract documents are being fulfilled. This paragraph does not, however, release the CONSULTANT from any liability which might be attributable to its negligent acts, errors, or omissions, including but not limited to design, construction phase services, or other services as defined in this Agreement, of the CONSULTANT.

I. Personnel: The CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City. All of the services required hereunder shall be performed by the CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services. The CONSULTANT shall furnish services in a manner consistent with industry standards and to a level of professional skill generally acceptable in the industry with regard to services of this kind. The CONSULTANT shall comply with all applicable laws in the provision of services under this Agreement. The CONSULTANT agrees that it is fully responsible to the City for the acts and omissions of subconsultants and of persons either directly or indirectly employed by the CONSULTANT. Nothing contained herein shall create any contractual relationship between any subconsultant

and the City. All of the CONSULTANT's personnel (and all subconsultants) while on City premises, will comply with all City requirements governing conduct, safety, and security. The City reserves the right to request replacement of any of CONSULTANT's personnel furnished by the CONSULTANT upon written notice by City to CONSULTANT of the cause for such replacement.

J. Conflict of Interest: The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Section 112.311, Florida Statutes. The CONSULTANT further represents that no person having any such conflicting interest shall be employed for said performance. The CONSULTANT shall promptly notify the City's representative, in writing, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the CONSULTANT. The City agrees to notify the CONSULTANT of its opinion within thirty (30) days of receipt of notification by the CONSULTANT. If, in the opinion of the City, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the City shall so state in the notification and the CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the City by the CONSULTANT under the terms of this Agreement.

K. Status as an Independent Contractor: The status of the CONSULTANT under this Agreement is that of an independent contractor. Nothing in this Agreement shall create or be construed as creating a partnership or joint venture between the City and the CONSULTANT. The CONSULTANT does not have the power or authority to bind the CITY in any promise, contract or representation other than as specifically provided for in this Agreement (if any).

L. News Releases / Publicity: The CONSULTANT shall not make any news releases, publicity releases, or advertisements relating to this Agreement or the tasks associated with the services without prior written City approval.

M. Nondiscrimination: The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, political affiliation, marital status, handicap, or sexual orientation. Further, CONSULTANT shall not discriminate or permit discrimination against any employee or an applicant for employment on the basis of race, color, sex, religion, political affiliation, natural origin, ancestry, marital status, sexual orientation or handicap.

ARTICLE 6 - CITY'S RESPONSIBILITIES

A. Service of Others: The City shall furnish to the CONSULTANT, if required for performance of the CONSULTANT's services, all available data prepared by or the result of the services of others, including without limitation (as may be appropriate): building plans and related drawings, core borings, probings, and subsurface explorations, hydraulic surveys, laboratory tests, and inspections of samples, materials, and equipment, appropriate professional interpretations of all of the foregoing; environmental assessments and impact statements, appropriate professional interpretations of all of the foregoing; property boundary, easement,

rights-of-way, topographic and utility surveys; property descriptions; zoning, deed, and other land use restrictions; and any other special data or consultations relating to the underlying project.

B. Examine Work of the Consultant: Within a reasonable time so as not to delay the services of the CONSULTANT, the City shall examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the CONSULTANT, obtain advice of an attorney, insurance counselor, or other consultants, as the City deems appropriate, for such examinations and the rendering, if required, of written opinions pertaining thereto.

ARTICLE 7 – SUSPENSION BY CITY FOR CONVENIENCE

The City may, at any time without cause, order CONSULTANT in writing to suspend, delay or interrupt its services in whole or in part for such period of time as City may determine for City's convenience. Such order shall be by written notice to the CONSULTANT providing at least five (5) days advance notice unless such order is immediately necessary for the protection of the public health, safety or welfare or for the protection of property.

ARTICLE 8 –TERMINATION

A. Termination for Default by the City: If the City's authorized representative deems that the CONSULTANT is in default for failure to supply adequate personnel, or services of proper quality, or has failed in any other respect to satisfactorily perform the services specified in this Agreement, the City's authorized representative may give written notice to the CONSULTANT specifying the default(s) to be remedied within five (5) days. Such notice shall set forth the basis for any dissatisfaction and suggest corrective measures. If the CONSULTANT does not remedy defaults within five (5) days or commence steps to remedy default to the reasonable satisfaction of the City's authorized representative, the City may do one or all of the following: secure such services from another consultant; withhold any money due or which may become due to the CONSULTANT for such services related to the claimed default(s); and/or, elect to immediately terminate this Agreement. No compensation shall be paid for de-mobilization, take-down, disengagement, wind-down, lost profits or other costs incurred due to termination of this Agreement for default.

B. Termination for Default by the Consultant: This Agreement may be terminated by the CONSULTANT upon thirty (30) days prior written notice to the City in the event of a failure by the City to perform in accordance with the terms of this Agreement through no fault of the CONSULTANT; provided the City fails to cure same within that thirty (30) day period.

C. Termination Without Cause: Notwithstanding the foregoing, the parties reserve the right and may elect to terminate this Agreement at any time upon ten (10) days' notice to the other party. At such time, the CONSULTANT shall be compensated only for those services which have been performed to the date of termination. No compensation shall be paid for de-mobilization, take-down, disengagement, wind-down, lost profits or other costs incurred due to termination of this Agreement without cause.

D. Early Termination: If this Agreement is terminated before the expiration of the term by either party, the CONSULTANT shall:

1. Stop services on the date and to the extent specified.

2. Terminate and settle all orders and subcontracts relating to the performance of the terminated services.
3. Transfer all work in progress, completed work, and other materials related to the terminated services to the City in the format acceptable to City.
4. Continue and complete all parts of the services that have not been terminated.

ARTICLE 9 –INDEMNIFICATION AND INSURANCE

A. Indemnification: The CONSULTANT agrees to indemnify and hold harmless the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees (at all trial and appellate levels), to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT, its agents, officers, subconsultants, employees, or anyone else employed or utilized by the CONSULTANT in the performance of this Agreement. The CONSULTANT's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this indemnification provision. This includes claims made by the employees of the CONSULTANT against the City and the CONSULTANT hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.08, Florida Statutes, as amended. CONSULTANT expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.08, Florida Statutes, as amended. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the City may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

B. Insurance: The CONSULTANT shall not commence any services in connection with this Agreement until it has obtained all of the types of insurance required pursuant to the RFQ and such insurance has been approved by the City. The City shall be named as an additional insured on all insurance except for Worker's Compensation Coverage and Professional Liability on a primary and non-contributory basis. The CONSULTANT shall require all subconsultants to obtain the same insurance as required herein (without the City named as an additional insured) and no subconsultant shall commence any services under this Agreement until the CONSULTANT has obtained a copy of all subconsultant(s) proofs of insurance. The CONSULTANT shall provide the City with proof of all subconsultant's insurance upon request by the City. The CONSULTANT's insurer shall have a currently valid Certificate of Authority issued by the State of Florida, Department of Insurance authorizing it to write insurance policies in the State of Florida and be conducting business in the State of Florida. Insurers shall have at least a Policy Holders Rating of A-, and Financial Rating of Class IV as identified in the latest issue of "Bests Key Rating Guide" unless otherwise accepted by the City in writing. The CONSULTANT's insurance shall be considered primary and shall not be canceled or materially changed without at least thirty (30) days' notice to the City. The City's insurance, if any, shall be considered excess, as may be applicable to claims which arise out of indemnifications, insurance, certificates of insurance and any additional insurance provisions of this Agreement. The CONSULTANT shall procure and maintain all insurance listed above for the life of this Agreement. Receipt of certificates or other documentation of insurance or policies or copies of policies by the City or by any of its representatives which indicate less coverage than required

by this Agreement does not constitute a waiver of the CONSULTANT's obligations to fulfill the requirements of this Article.

ARTICLE 10 - SUCCESSORS AND ASSIGNS

The City and CONSULTANT each binds themselves and their partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assignees of such other party in respect to all covenants of this Agreement. The CONSULTANT shall not assign, sublet, or transfer any interest in this Agreement without the prior written consent of the City, which the City may withhold in its sole and absolute discretion. Nothing herein shall be construed as creating any personal liability on the part of any elected official, officer, employee or agent of the City, nor shall it be construed as giving any rights or benefits hereunder to any third party other than the City and CONSULTANT.

ARTICLE 11 - REMEDIES

A. Claims, Counter-Claims, Disputes, Etc.: Prior to the filing of any claim, proceeding or litigation related to the Agreement, all claims, counter-claims, disputes, and other matters in questions between the CONSULTANT and the City will be first reviewed by authorized representatives of both parties for a recommended solution. If no solution or resolution is forthcoming, either party may pursue its claim, proceeding or litigation.

B. Governing Law and Venue: This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto (a) irrevocably submits itself to the exclusive jurisdiction of the Fifteenth Judicial Circuit Court, in and for Palm Beach County, Florida for state actions, and the jurisdiction of the United States District Court for the Southern District of Florida, West Palm Beach Division for federal actions, for the purposes of any suit, action or other proceeding arising out of, or relating to, this Agreement; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense or otherwise in any suit, action or other proceeding, (i) any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever, and (ii) to the extent permitted by applicable law, any claim that such suit, action or proceeding by any party hereto is brought in an inconvenient forum, or that the venue of such suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such courts.

ARTICLE 12 – NOTICE

All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date when personally delivered to the address indicated below; or on the third (3rd) business day following deposit, postage prepaid, using certified mail, return receipt requested, in any U.S. postal mailbox or at any U.S. Post Office; or when sent via nationally recognized overnight courier to the address indicated below. Should the CITY or the CONSULTANT have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box. All notices, demands or requests from the CONSULTANT to the CITY shall be given to the CITY address as follows:

City of Lake Worth Beach
City Manager/Financial Department/Procurement Division
7 North Dixie Highway

Lake Worth Beach, Florida 33460

All notices, demands or requests from the CITY to the CONSULTANT shall be given to the CONSULTANT address as follows:

CPZ Architects, Inc.
Attn: Chris P. Zimmerman, AIA, President
4316 West Broward Boulevard
Plantation, Florida 33317

ARTICLE 13 – NO 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 it 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 City shall have the right to terminate the Agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

ARTICLE 14 – TRUTH-IN-NEGOTIATION CERTIFICATE

The signing of this Agreement by the CONSULTANT shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The lump sum not to exceed price and any additions thereto shall be adjusted to exclude any significant sums by which the City determines the lump sum not to exceed price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

ARTICLE 15 – PUBLIC ENTITIES CRIMES

CONSULTANT acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or subcontractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. CONSULTANT will advise the CITY immediately if it becomes aware of any violation of this statute.

ARTICLE 16 – SCRUIINIZED COMPANIES

A. CONSULTANT certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the CITY may immediately terminate this Agreement at its sole

option if the CONSULTANT or any of its subcontractors are found to have submitted a false certification; or if the CONSULTANT or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.

B. If this Agreement is for one million dollars or more, the CONSULTANT certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Iran Terrorism Sectors List or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the CITY may immediately terminate this Agreement at its sole option if the CONSULTANT, or any of its subcontractors are found to have submitted a false certification; or if the CONSULTANT or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the scrutinized Companies with Activities in Iran Terrorism Sectors List, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.

C. The CONSULTANT agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

D. The CONSULTANT agrees that the certifications in this section shall be effective and relied upon by the CITY for the term of this Agreement, including any and all renewals.

E. The CONSULTANT agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the CONSULTANT shall immediately notify the CITY of the same.

F. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

ARTICLE 17 - NONEXCLUSIVE AGREEMENT

This Agreement is not intended to be and shall not be construed as an exclusive agreement, and the City may employ additional or other professional consulting firms to perform services contemplated by this Agreement without liability to the City.

ARTICLE 18 - MISCELLANEOUS

A. Validity, Severability and Reformation: The validity, interpretation, construction, and effect of this Agreement shall be in accordance with and be governed by the laws of the State of Florida. Any provision or part of this Agreement held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

B. Headings: The headings of the sections of this Agreement and capitalizations are for the purpose of convenience only and shall not be deemed to expand or limit the provisions contained in such sections.

C. Entire Agreement and Conflicts: This Agreement constitutes the entire agreement between the parties hereto and supersedes any prior negotiations, representations, agreements,

and understandings, either written or oral. This Agreement consists of the terms and conditions provided herein; the RFQ (including all drawings, maps, specifications, exhibits and addenda attached thereto or referenced therein); and Exhibit "A". To the extent that there exists a conflict between this Agreement and the remaining documents, the terms, conditions, covenants, and/or provisions of this Agreement shall prevail with the RFQ next taking precedence. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

D. Waiver: No waiver of any of the terms or conditions of this Agreement shall be effective unless in writing and executed by the party to be changed therewith. No waiver of any condition or of the breach of any term, covenant, representation, warranty or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Agreement.

E. Waiver of Jury Trial: To encourage prompt and equitable resolution of any litigation, each party hereby waives its rights to a trial by jury in any litigation, claim or proceeding related to this Agreement.

F. Counterparts and Digital Execution: This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but each of which together shall constitute one and the same instrument. The City may digitally execute this Agreement.

G. Preparation: This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

H. Survivability: Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

ARTICLE 19 - PALM BEACH COUNTY INSPECTOR GENERAL

In accordance with Palm Beach County ordinance number 2011-009, the CONSULTANT acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONSULTANT has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

ARTICLE 20 - PUBLIC RECORDS

CONSULTANT shall comply with Florida's Public Records Laws, Chapter 119, Florida Statutes, and, if it is acting on behalf of the CITY as provided under section 119.011(2), the CONSULTANT specifically agrees to:

A. Keep and maintain public records required by the CITY to perform the services under this Agreement.

B. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this Chapter 119, Florida Statutes, or as otherwise provided by law.

C. Ensure that said 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 Agreement term and following completion of the Agreement, if the CONSULTANT does not transfer the records to the CITY.

D. Upon the completion of the Agreement, transfer, at no cost, to the CITY all public records in possession of the CONSULTANT or keep and maintain public records required by the CITY to perform the services. If the CONSULTANT transfers all public records to the CITY 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 CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the City.

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 CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 586-1660, CITYCLERK@LAKEWORTHBEACHFL.GOV, OR BY MAIL AT CITY OF LAKE WORTH BEACH, ATTN: CITY CLERK, 7 NORTH DIXIE HIGHWAY, LAKE WORTH BEACH, FLORIDA 33460.

ARTICLE 21 – E-VERIFY

Pursuant to Section 448.095(2), Florida Statutes, the CONSULTANT shall:

- A. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees.
- B. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, Agreement with, or subcontract with an "unauthorized alien".
- C. Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the CITY upon request.
- D. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes.
- E. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and,
- F. Be aware that if the CITY terminates this Agreement under Section 448.095(2)(c), Florida Statutes, CONSULTANT may not be awarded a Agreement for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the CITY as a result of the termination of the Agreement.

ARTICLE 22- REPRESENTATIONS/BINDING AUTHORITY

By signing below, CONSULTANT's signee has full power, authority and legal right to execute and deliver this Agreement and perform all of its obligations under this Agreement. By signing this Agreement, CONSULTANT hereby represents to the City that it has the authority and full legal power to execute this Agreement and any and all documents necessary to effectuate and implement the terms of this Agreement on behalf of the party for whom he or she is signing and

to bind and obligate such party with respect to all provisions contained in this Agreement.

ARTICLE 23 - COMPLIANCE WITH SECTION 787.06, FLORIDA STATUTES (2024)

By signing this Agreement before a notary public and taking an oath under the penalty of perjury, the CONSULTANT attests and warrants that the CONSULTANT does not use coercion for labor or services as defined in section 787.06, Florida Statutes (2024).

IN WITNESS WHEREOF, the parties hereto have made and executed this Professional Services Agreement for Bidding and Construction Management Services for Public Works Fleet Facility on the date first above written.

CITY OF LAKE WORTH BEACH, FLORIDA

ATTEST:

By: _____
Betty Resch, Mayor

By: _____
Melissa M. Coyne, MMC, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney

By: _____
Yannick Ngendahayo, Financial Services Director

CONSULTANT: **CPZ ARCHITECTS, Inc.**

By: _____
[Signature]

Print Name: CHRIS P. ZIMMERMAN

Title: PRESIDENT



[Corporate Seal]

STATE OF FLORIDA)
COUNTY OF BROWARD)

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 13 day of JANUARY 2021, by CHRIS P. ZIMMERMAN as the PRESIDENT [title] of CPZ, Architects, Inc., a corporation authorized to do business in the State of Florida, who is personally known to me or who has produced _____ as identification, and who did take an oath under penalty of perjury that the facts stated with regard to section 787.06, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind **CPZ, Architects, Inc.** to the same.

[Signature]

Notary Public Signature

Notary Seal:


 **ALEXANDRIA SAUNDERS**
Notary Public
State of Florida
Comm# HH608061
Expires 10/30/2028

Exhibit "A"
(Federal Contract Provisions)

The CONSULTANT hereby agrees that the following terms, at a minimum, will be incorporated into any subsequent contract resulting from this RFQ:

Equal Employment Opportunity. During the performance of this contract, the CONSULTANT agrees as follows:

(1) The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The CONSULTANT will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CONSULTANT's legal duty to furnish information.

(4) The CONSULTANT will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONSULTANT's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The CONSULTANT will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The CONSULTANT will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the CONSULTANT's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONSULTANT may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other

sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The CONSULTANT will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONSULTANT will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of CONSULTANT s and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon CONSULTANT s and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the CONSULTANT and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic,

including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. FEDERAL GOVERNMENT, the State of Florida, or the CITY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the CONSULTANT or sub CONSULTANT under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The CONSULTANT or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

Clean Air Act.

1. The CONSULTANT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The CONSULTANT agrees to report each violation to the City, and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The CONSULTANT agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

Federal Water Pollution Control Act.

1. The CONSULTANT agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The CONSULTANT agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The CONSULTANT agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

Suspension and Debarment.

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the CONSULTANT is required to verify that none of the CONSULTANT's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The CONSULTANT must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification, as laid out in Exhibit I, is a material representation of fact relied upon by the City. If it is later determined that the CONSULTANT did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida or the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart

C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Byrd Anti-Lobbying Amendment.

CONSULTANT s who apply or bid for an award of \$100,000 or more shall file the required certification as laid out in Exhibit J. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Procurement of Recovered materials.

(i) In the performance of this contract, the CONSULTANT shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- Competitively within a timeframe providing for compliance with the contract performance schedule;
- Meeting contract performance requirements; or
- At a reasonable price.

(ii) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(iii) The CONSULTANT also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

Access to Records.

(1) The CONSULTANT agrees to provide the State of Florida, the CITY, the Federal Government Administrator, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the CONSULTANT which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The CONSULTANT agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The CONSULTANT agrees to provide the Federal Government Administrator or his authorized representative's access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the CITY and the CONSULTANT acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the Federal Administrator or the Comptroller General of the United States.

DHS Seal, Logo, and Flags.

The CONSULTANT shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific Federal Government pre-approval.

Compliance with Federal Law, Regulations, and Executive Orders. By signing this agreement, The CONSULTANT acknowledges that Federal financial assistance will be used to fund all or a portion of the contract. The CONSULTANT will comply with all applicable Federal law, regulations, executive orders, Federal Government policies, procedures, and directives.

No Obligation by Federal Government. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other

party pertaining to any matter resulting from the contract.

Program Fraud and False or Fraudulent Statements or Related Acts. The CONSULTANT acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONSULTANT's actions pertaining to this contract.

Affirmative Steps. Required Affirmative Steps

If the CONSULTANT intends to subcontract any portion of the work covered by this Contract, the CONSULTANT must take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises and labor surplus area firms are solicited and used when possible. Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS - LOWER-TIER COVERED TRANSACTIONS

This document is a covered transaction for purposes of the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension). As such, Consultant is required to confirm that none of the Consultant, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

INSTRUCTIONS FOR CERTIFICATION

- 1) By signing this Certification the Consultant, also sometimes referred to herein as a prospective primary participant, is providing the certification set out below.
- 2) The inability of a Consultant to provide the certification required below will not necessarily result in denial of participation in the covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the City's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- 3) The certification in this clause is a material representation of fact upon which reliance was placed when the City determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the City, the City may terminate this transaction for cause or default.
- 4) The prospective primary participant shall provide immediate written notice to the City if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 5) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal and voluntarily excluded, as used in this certification, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.
- 6) The prospective primary participant agrees by signing the Addendum that it shall not knowingly enter into any lower tier covered transactions with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction. If it is later determined that the prospective primary participant knowingly entered into such a transaction, in addition to other remedies available to the City, the City may terminate this transaction for cause or default.
- 7) The prospective primary participant further agrees by signing this Addendum that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," as available through the United States Department of Homeland Security, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 8) A participant in a covered transaction may rely upon a certification of a prospective

participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

9) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.



Signature of Consultant's Authorized Official

CHRIS P. ZIMMERMAN
Name and Title of Consultant's Authorized Official

1-13-2025
Date

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Consultant CPE ARCHITECTS, INC. certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Consultant understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Consultant's Authorized Official

CHRIS P. ZIMMERMAN

Name and Title of Consultant's Authorized Official

1-13-2025

Date

EXHIBIT "B"
Consultant's Proposal (46 pages)



October 28, 2024, Revision 1

City of Lake Worth Beach
Attn.: Jamie Brown, Interim City Manager
1749 3rd Avenue South
Lake Worth Beach, FL 33460
Email: JBrown@LakeWorthBeachFL.gov

Re: Public Works Facility – Architectural and Engineering Proposal

Dear Mr. Brown:

As requested, we are pleased to offer the following **revised** fee proposal to provide Architectural and Engineering Services for the above referenced project.

PROJECT DESCRIPTION

To provide architectural and engineering services for the completion of the new public works facility. The original architect is no longer in business and the city would like CPZ Architects to take over the project as Architect of Record.

SCOPE OF SERVICES

TASK 1 CONSTRUCTION DOCUMENTS

1. Review of all previously completed construction drawings completed to date.
This includes all consultants’ drawings.
2. Review of the project with the city stakeholders.
3. Review of the existing project site conditions.
4. Review of all past documentation from the original architect as provided by the city.
5. Update all drawings as required to comply with items found during our review.
6. Coordinate with all consultants in the final coordination and revisions to the final drawings.
7. Review, coordinate and re-issue the project specification book.
8. Coordinate the General Conditions and construction contract with the city of inclusion on the book specifications.
9. Re-issue the complete set of drawings to the city.
10. Complete a detailed cost estimate of the project.

TASK 2 LEED CHARRETTE

1. This task can be completed concurrently with Task 1 above.

CPZ ARCHITECTS, INC.

MAIN: 4316 WEST BROWARD BOULEVARD, PLANTATION, FLORIDA 33317
1601 BELVEDERE RD., S-350, WEST PALM BEACH, FL 33406
200 NORTH EL MAR DRIVE, SUITE 201B, JENSEN BEACH, FL 34957
1717 20TH STREET, SUITE 1, VERO BEACH, FL 32960
(954) 792-8525 WWW.CPZARCHITECTS.COM



2. We understand that the city would like to expand the design to achieve additional points and strive for a Gold Certification. This is only a goal, and it is understood that a lower level may be acceptable.
3. Our team will hold a LEED Design Charrette with the City and entire design team to review the project and options for increasing the level of certification for the project.
4. Upon completion of the charrette, the city will decide what options they would like to proceed with and direct the design team how to proceed.
5. Based on the additional items chosen, the design team will prepare an additional services proposal to incorporate these items into the construction documents.

TASK 2 BUILDING PERMITTING

1. Re-submit the revised drawings for the update of the permit.
2. Complete a narrative report of all changes made to the drawings to assist the Building Department in their re-review.
3. Revise drawings and respond to any comments made during the building department review.

TASK 5 BIDDING

1. Preparation of architectural documents for bidding.
2. Preparation of architectural specifications for bidding.
3. Coordinate with the City on the Bidding Forms and Documents.
4. Prepare a bid form listing the standard CSI divisions. A detailed unit price type of bid form is not included in this proposal.
5. Attend one pre-bid meeting.
6. Review and respond to RFI's from bidders during the bidding phase.
7. Prepare addendums as required.
8. Review the bids with the city.
9. Checking references is not included in this proposal.

TASK 6 CONSTRUCTION ADMINISTRATION

1. Review submittals and shop-drawings to ensure compliance with project requirements including LEED certification.
2. Process and review submittals, and shop drawings.
 - i. Please note we only estimated our fee based on (2) reviews for each shop drawings. Any additional reviews will be billed at our hourly rates listed below. **Note: Any additional submittal/shop drawing reviews will be billed at hourly rates listed below.**
3. Provide Special Inspections as required by permitting agencies.
4. Coordinate with Public Works personnel as needed for specific systems affecting the function of the facility.

CPZ ARCHITECTS, INC.

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5. Respond to RFI’s to assist and clarify the documents where needed.
6. Review Contractor Monthly Pay applications at scheduled site meetings.
7. Review requests for Change Orders and make recommendations to the city.
8. Make necessary corrections and changes to the design to accomplish the successful project completion.
9. Prepare a punch-list based on receipt of Substantial Completion documents and request from the Contractor.
10. Provide final project review including review of the required close-out documents, including as-builts, warranties and maintenance documents based on final completion by the Contractor.
11. Review final pay application from the Contractor.
12. Project closeout.
13. **Bi-Weekly Site Meetings for a 16 Month period, 39 (35 regular and 4) total of meetings.** This includes a (2) Punchlist meetings, (1) pre-construction meeting and substantial completion walkthrough inspection. **Note: Any additional site visits will be billed at hourly rates listed below.**
 - i. At each site meeting, we will follow up with site meeting minutes, site photos and review of pay applications.
 - ii. Pay applications will be completed during regularly scheduled site meetings.

COMPENSATION

1. Compensation for architectural services shall be on a stipulated basis and in accordance with CPZ Architects, Inc. General Conditions, as follows:

	CPZ - Architects, Inc	Erdman Civil	Calvin Giordano Landscape	Bliss Structural	CES MEP Engineering	SOCOTE LEED	WRA Equipment	CMS Cost Estimating	Sub-Total
Phase									
LEED Charrette	\$ 7,460.00	\$ 2,750.00	\$ 540.00		\$ 1,500.00			\$ 2,930.76	\$ 15,180.76
Construction Document Update	\$ 103,150.00	\$ 8,500.00	\$ 651.00	\$ 4,147.00	\$ 3,500.00		\$ 4,310.00	\$ 13,987.98	\$ 138,245.98
Permitting	\$ 5,140.00								\$ 5,140.00
Bidding	\$ 10,860.00	\$ 1,900.00	\$ 2,202.00		\$ 3,000.00		\$ 6,760.00		\$ 24,722.00
Construction Administration	\$ 188,495.00	\$ 27,748.00	\$ 5,465.00	\$ 6,560.00	\$ 30,000.00		\$ 17,760.00		\$ 276,028.00
Fundamental Commissioning									\$ -
Enhanced Commissioning									\$ -
	\$ 315,105.00	\$ 40,898.00	\$ 8,858.00	\$ 10,707.00	\$ 38,000.00	\$ 52,447.01	\$ 28,830.00	\$ 16,918.74	\$ 511,763.75
					None		Reimbursable Allowance		\$ 10,000.00
							TOTAL		\$ 521,763.75

CPZ ARCHITECTS, INC.

MAIN: 4316 WEST BROWARD BOULEVARD, PLANTATION, FLORIDA 33317

1601 BELVEDERE RD., S-350, WEST PALM BEACH, FL 33406

200 NORTH EL MAR DRIVE, SUITE 201B, JENSEN BEACH, FL 34957

1717 20TH STREET, SUITE 1, VERO BEACH, FL 32960

(954) 792-8525 WWW.CPZARCHITECTS.COM



- 2. Reimbursable Allowance
 - a. Printing, Courier, Permit Applications and Small fees: \$10,000

- 3. Compensation for architectural services shall be on an hourly basis at the rates listed below and in accordance with our main contract.
 - a. Principal \$285 per hour
 - b. Architect \$255 per hour
 - c. Senior Project Manager \$200 per hour
 - d. Project Manager \$185 per hour
 - e. Architectural Associate 3 \$140 per hour
 - f. Architectural Associate 2 \$130 per hour
 - g. Architectural Associate 1 \$110 per hour
 - h. Administration \$ 95 per hour
 - i. Consultants (Civil, Landscape, Structural, Mechanical, Electrical Engineers, etc.) to be reimbursed at cost billed to Architect.

EXCLUSIONS / ASSUMPTIONS

The following items are excluded from this proposal or assumed:

- 1. The city has confirmed that the city has the right to provide all past documentation from the original architect to CPZ Architect for the full re-use of all electronic files for this project. The city will indemnify CPA Architects from an and all claims made by the original architect for the reuse of any all documents and electronic files for this project.
- 2. Presentation to the City Commission and Community Organizations.
- 3. Additional Surveying
- 4. Additional Environmental Services
- 5. Permit Fees
- 6. See Consultants proposals.

We thank you for the opportunity to offer you these services. If this proposal meets with your approval, please provide a new task order for these services. If you have any questions, please contact me at 954-792-8525.

Respectfully,
CPZ ARCHITECTS, INC.



Chris P. Zimmerman, AIA
President

CPZ ARCHITECTS, INC.

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CPZ Architects Fee Breakdown

Phases Description of work	CPZ Architects				
	Principal	Project Mgr.	Arch Assoc 2	Admin	
	\$ 285.00	\$ 185.00	\$ 130.00	\$ 95.00	
LEED Charrette					
Coordinate Charrette			8		
Charrette Meeting	4	4			
Provide Summary and Follow up.	4	16			
SUB-TOTAL	8	28	0	0	
	\$ 2,280.00	\$ 5,180.00	\$ -	\$ -	\$ 7,460.00
Construction Documents					
SUB-TOTAL	140	240	145	0	
	\$ 39,900.00	\$ 44,400.00	\$ 18,850.00	\$ -	\$ 103,150.00
Permitting					
Permit Submittal Drawing S&S		4	4		
Responses and Revisions	2	6	4		
Coordination with Consultants	2	6			
SUB-TOTAL	4	16	8	0	
	\$ 1,140.00	\$ 2,960.00	\$ 1,040.00	\$ -	\$ 5,140.00
Bidding					
Prepare Final Bid Package		4	6		
Coordinate with city	2	4			
Coordinate with Consultants		4	4		
Addendums	2	16	12		
Attend Pre-Bid Conference		4			
Bid review	2	2			
SUB-TOTAL	6	34	22	0	
	\$ 1,710.00	\$ 6,290.00	\$ 2,860.00	\$ -	\$ 10,860.00
Construction Administration					
Prepare and Issue Construction Set of Documents		8	16		
Review Construction Schedule	1	4			
Shop Drawing Review (70) / Coordination	50	240	60		
RFI Processing (40)	40	120	40		
RFI Coordination - Included in above					
Process / Review Pay Applications (16 Applications)	10	40	10		
Review Change Order Requests					
Review As-Built Documents provided by GC, coordinate with consultants and GC		16	6		
Construction Site Meetings (16 Months)					
Bi-Weekly Site Mtgs (35 at 6 hrs. each)	40	210			
Site Meeting Minutes and Distribution (included)					
Punch list Meeting		8			
Prepare and issue punch list		4			
Final Punch-List Review	4	8			
Final Close Out Documents	8	24	12		
SUB-TOTAL	153	682	144	0	
	\$ 43,605.00	\$ 126,170.00	\$ 18,720.00	\$ -	\$ 188,495.00
TOTAL:					\$ 315,105.00

CPZ ARCHITECTS, INC.

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October 7, 2024

Chris P. Zimmerman, AIA
President
CPZ Architects, Inc.
4316 West Broward Boulevard
Plantation, FL, 33317

**SUBJECT: Proposal for Professional Consulting Services (R1)
Lake Worth Beach Fleet and Public Works Administration Facility**

Dear Mr. Zimmerman:

Erdman Anthony (Consultant) is pleased to submit this proposal for Professional Engineering Services to CPZ Architects (CPZ), in connection with the subject project.

Project Understanding

The project will consist of the demolition of the existing facilities and construction of the Lake Worth Beach Fleet Maintenance and Public Works Administration Facility to be located on the south side of the site at 1749 3rd Ave South, Lake Worth Beach, Florida, 33460.

Scope of Work and Deliverables

Task 1 – Drawings and Specifications update, Coordination

The Consultant will revise the final 100% drawings to include the CPZ's title block, add the current date, and a 'Bid Set' label to the sheets. No changes will be made to the final drawings. This task will also include coordination with CPZ.

Deliverables: electronic set of updated drawings and specifications

Task 2 - Bidding Assistance

The City of Lake Worth Beach (City) and/or CPZ will prepare the bid documents and assemble the bid documents into a Contract Specifications package that the City will issue to contractors to bid. Consultant will attend a pre bid meeting and assist CPZ in responding to contractor requests for information (RFI's), and in the preparation of addenda as requested by CPZ. The Consultant will review bids and assist with contractor selection.

Deliverables: addenda

Task 3 – LEED Charrette

The Consultant will participate in a LEED Charrette led by others. The Consultant will provide documentation requested during the Charrette to assist in obtaining LEED Certification. The Consultant will not pay any fees for the LEED Certification.

Deliverables: LEED documentation

Task 4 – Construction Administration

Perform construction phase services such as the following: review contractor submitted shop drawings and Requests for Information (RFI's), attend meetings with the team and/or contractor during construction, coordinate or

communicate with the owner, general contractor, sub-contractors, and governing agencies during the construction phase, review Density Test Reports and Record Drawings (prepared by others) for compliance with the plans, and prepare Engineer's Certifications. Perform on-site observation visits to witness construction work in order to provide the required oversight. Should additional time be needed for these tasks due to construction duration, coordination issues, etc., additional charges will apply. It is assumed that the construction phase will require up to 14 visits of four hours each during the active field construction effort period. Should additional site visits be needed due to the construction duration, construction quality, or permit agency requirements, additional charges will apply.

Deliverables: reviewed submittals, observation reports, certifications

Task 5 – Expenses

Expenses for items such as printing, shipping, mileage, etc. will be invoiced at 1.1 times the rate that is charged to Erdman Anthony by the vendor.

Assumptions/Clarifications

- It is assumed that there are no environmentally sensitive areas within the site limits, that no contamination clean up will be required, and that no hazardous materials will be encountered.
- No relocation of other utilities is included. Should relocation of other utilities be required, a separate proposal will be prepared.
- Erdman Anthony agrees to provide electronic copies of our work product to CPZ and other consultants or contractors on this project subject to the following terms and conditions: These documents are part of Erdman Anthony's instruments of service and shall not be used by the City, CPZ or anyone else receiving these documents for any purpose other than as a convenience for this project. Any other use or reuse by CPZ or by others will be at CPZ's sole risk and without liability or legal exposure to Erdman Anthony. CPZ agrees to make no claim and hereby waive, to the fullest extent permitted by law, any claim or cause of action of any nature against Erdman Anthony, its officers, directors, employees, agents or subconsultants that may arise out of or in connection with the use of these documents. Furthermore, CPZ shall, to the fullest extent permitted by law, indemnify and hold Erdman Anthony harmless against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or resulting from the use of these electronic documents. Machine-readable format documents are supplied as a convenience to Recipient. Such documents are not intended to replace the printed forms of such documents. The content of the documents supplied by Erdman Anthony in printed form shall govern over the contents of documents supplied in machine-readable format. Because information presented on the electronic files can be modified, unintentionally or otherwise, Erdman Anthony reserves the right to remove all indicia of ownership and/or involvement from machine-readable format documents. Under no circumstances shall delivery of the electronic files be deemed a sale by Erdman Anthony, and Erdman Anthony makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall Erdman Anthony be liable for any loss of profit or any consequential damages as a result of the use or reuse of these documents.
- Erdman Anthony may rely upon the accuracy and completeness of any information, requirements, reports, data, surveys, and instructions (information) provided by CPZ unless expressly stated otherwise with respect to such information.
- Erdman Anthony shall use that degree of usual and customary professional skill and care ordinarily exercised by members of its profession under similar circumstances practicing in the same or similar locality at a similar time.
- Erdman Anthony will be promptly paid for services performed.

- Neither the professional activities of Erdman Anthony, nor the presence (physically or virtually) of Erdman Anthony or its employees and subconsultants at a project site, shall impose any duty on Erdman Anthony, nor relieve the construction contractor, project site owner, or others of their obligations, duties and responsibilities for safety including any health or safety precautions required of them by any regulatory agencies.
- Construction Observation Services - Erdman Anthony will observe the work of the construction contractor at intervals agreed to in writing between Erdman Anthony and CPZ to determine and report to CPZ whether the work of the construction contractor is proceeding in such a way that, when completed, it will be in general compliance with such drawings and specifications. Such observations shall be limited only to those specific aspects of work that are identified in the Proposal or any written amendment. Erdman Anthony's Observation Services do not include exhaustive or on-site inspection of the work of the construction contractor nor any supervision or direction of work of any construction contractor or subcontractor, or their respective employees, agents or servants. Erdman Anthony will not be responsible for any construction contractor's or subcontractor's compliance with the provisions of any contract nor for the observation or supervision of any construction contractor's or subcontractor's use of personnel, machinery or equipment. Under no circumstances shall Erdman Anthony have control over, be in charge of, or be responsible for construction means, methods, techniques, sequences or procedures in connection with the work, or for the construction contractor(s)'s safety programs or procedures at the site.
- Force Majeure - CPZ agrees that Erdman Anthony is not responsible for damages arising directly or indirectly from any delays for causes beyond the Erdman Anthony's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; epidemics, pandemics, fires, riots, war or other emergencies; failure of any government agency to act in timely manner; failure of performance by the CPZ or the CPZ's contractors or consultants; or discovery of any hazardous substances or differing site conditions. In addition, if the delays resulting from any such causes increase the cost or time required by the Erdman Anthony to perform its services in an orderly and efficient manner, Erdman Anthony shall be entitled to a reasonable adjustment in schedule and compensation.
- It is assumed that there are no environmental issues such as wetlands, wildlife, or contamination at the site. If contamination is found at the site from prior gas spills, or any other environmental hazards, the Owner will be responsible for cleanup of the site prior to proceeding with the construction effort.
- Only those services listed above are included. Additional services will be invoiced separately.

Schedule

Erdman Anthony will begin work on the project after receipt of a fully executed agreement. We will develop a schedule for the completion of the professional services described in this agreement for your review. Both parties are aware that there are many factors outside our control may affect our ability to complete the services to be provided under this Agreement. We will perform all services described in this agreement with reasonable diligence and expediency consistent with sound professional practices.

Compensation

Erdman Anthony proposes to complete the above-described scope of services for the fees shown in the table below.

Task	Description	Fee	Billing Method
1	Drawing and Spec. Update, project coordination	\$8,500	fixed fee
2	Bidding	\$1,900	hourly
3	LEED Charrette	\$2,750	hourly
4	Construction Administration	\$26,650	hourly
5	Expenses	<u>\$1,098</u>	
		\$40,898	

Services shall be charged by task on either an hourly rate basis in accordance with the hourly rate schedule in the contract, or for a fixed price. Hourly services may show an estimated amount; this is not a maximum fee, it is an estimate for budgeting purposes that is based on our best estimate of the effort required. Work dependent on others such as coordination with property owners, review by permit agencies, responding to their comments, reviewing construction contractor work, etc. involves a number of factors that are outside our control; therefore, these services will be billed at our hourly rates and the amounts shown are estimates only and additional charges will apply if those budgets are exceeded. We will keep you advised about the status of the budgeted amounts on each monthly invoice and alert you to any items approaching the budget limit.

Proposal Acceptance

This proposal and attached STANDARD CONTRACT TERMS AND CONDITIONS, dated July 2020, are intended to represent the entire contractual relationship between CPZ and Erdman Anthony. Carefully review our Standard Contract Terms and Conditions and contact me with any questions or concerns that you may have.

If CPZ concurs with and accepts the provisions of this proposal and our Standard Contract Terms and Conditions, please have an authorized representative sign this proposal in the space provided, and this proposal and attached Standard Contract Terms and Conditions shall become an executed Contract between us. Receipt of an original signed copy of this Contract shall constitute Erdman Anthony's Authorization to Proceed with the work.

This proposal is valid only if signed within 90 days. We appreciate your time and consideration in reviewing our proposal. If you have any questions or require additional information, please contact me at 561-753-9723. We look forward to working with you and building a successful relationship.

Sincerely,
ERDMAN ANTHONY



Phoebe Cuevas Molina, PE
Senior Associate

Attachments: Terms & Conditions
N:\60326-00-LWB\MaintFac\Admin\Proposal\LWB Construction 082924.docx

Accepted for CPZ By:

SIGNATURE: _____

NAME (PRINTED): _____

TITLE: _____

DATE: _____



October 9, 2024

Mr. Chris P. Zimmerman, AIA
President
CPZ Architects, Inc.
4316 West Broward Boulevard
Plantation, FL 33317

**RE: CPZ Architects - City of Lake Worth Beach -
Completion of Fleet Maintenance Facility**
CGA Proposal No. 24-8335

Dear Mr. Zimmerman, AIA,

Calvin, Giordano and Associates, Inc. (CGA) is pleased to present this proposal for Landscape Architectural Services to CPZ Architects, Inc. (Architect) for the completion of the Bidding and Construction Inspections and Administration Services for the new Fleet Maintenance Facility currently ready for bidding located in Lake Worth Beach, Florida. These services shall include performing bidding services and site inspections during construction and at the time Substantial and Final Completion, as well as preparing punch lists and providing project close out items. A detailed description of the specific services to be provided under this agreement are shown below:

I. Professional Landscape Architecture Services

A. Updating drawings to coordinate with the Architect's Plans: (\$651.00)

- 1. CGA Staff shall prepare updated drawings to be coordinated with the Architects full set of plans for the project.

B. Bidding Services: (\$2,202.00)

- 1. CGA staff shall submit the final 100% landscape and irrigation plans, details, and specifications to the City staff for bidding.

- Building Code Services
- Civil Engineering / Roadway & Highway Design
- Coastal Engineering
- Code Enforcement
- Construction Engineering & Inspection (CEI)
- Construction Services
- Data Technologies & Development
- Electrical Engineering
- Engineering
- Environmental Services
- Facilities Management
- Grant Management & Writing
- Geographic Information Systems (GIS)
- Governmental Services
- Indoor Air Quality (IAQ)
- Landscape Architecture Planning
- Project Management
- Redevelopment & Urban Design
- Surveying & Mapping
- Transportation & Mobility
- Transportation Planning
- Water / Utilities Engineering
- Website Development

1800 Eller Drive
Suite 600
Fort Lauderdale, FL 33316
Tel: 954.921.7781
Fax: 954.921.8807

www.cgasolutions.com

2. CGA staff will assist the Architect and City staff with the preparation of the final bid documents.
 3. CGA staff shall attend one (1) Pre-bid Meeting with the Architect and City staff.
- C. Participate in a LEED Charrette with the Project Team: (\$540.00)
1. CGA Staff shall participate in a LEED Charrette meeting with the Architect and Project Team to review the current LEED status of the project and discuss any options to possibly obtain additional LEED credits for the project. Please note that this does not include any actual revisions to the existing plans. If revisions to the plans become necessary, then an Additional Services Agreement shall be submitted for services at a later time.
- D. Construction Administration Services: (\$5,465.00)
1. Attend one (1) pre-construction meeting with the Architect, City Staff, and Contractor at the beginning of the project.
 2. Review and respond to all RFI questions from the Contractor. Review and approve all shop drawings and submittal items for the construction of the project.
 3. Conduct up to six (6) site visits during construction to review the progress and completion of the construction of the project. This shall include one (1) inspection at the time of substantial completion, preparation of a punch list, and one (1) final inspection to ensure that any punch list items generated from the substantial completion inspection have been done. This shall include up to two (2) CGA staff for up to three (3) hours per site visit, for a maximum total of 22.
 4. Review and approve any as-built drawings or plans from the Contractor.
 5. Assist the Architect and City Staff with any items and documentation to officially close out the project.

BASIS OF PROPOSAL

- Any opinion of the construction cost prepared by Calvin, Giordano & Associates, Inc. represents its judgment as a design professional and is supplied for the general guidance of the CLIENT since Calvin, Giordano & Associates, Inc. has no control over the cost of labor and material, or over competitive bidding or market conditions. Calvin, Giordano & Associates, Inc. does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to the CLIENT.
- Any outside engineering services, studies, or laboratory testing not specifically mentioned in the Scope of Services will be the responsibility of the CLIENT. All municipal, permit, and agency fees as well as Title Certificates will be paid by the CLIENT.
- Basic services outlined within this proposal shall be considered complete when the project plans are submitted to the regulatory agencies for Certification.
- Calvin, Giordano & Associates, Inc. is performing the consultant services set forth in this Agreement strictly as a professional consultant to CLIENT. Nothing contained in this Agreement shall create any contractual relationship between Calvin, Giordano & Associates, Inc. and any contractor or subcontractor performing construction activities on the project, or any of CLIENT's other professional consultants.
- Calvin, Giordano & Associates, Inc. shall not be responsible for the contractor's schedules or failure to carry out the construction in accordance with the construction documents. Calvin, Giordano & Associates, Inc. shall not have control over or charge of acts or omissions of the contractor, subcontractors, or their agents or employees, or of any other persons performing portions of the construction.
- Calvin, Giordano & Associates, Inc. will require that all consultants carry proper insurance, including professional liability insurance, if appropriate.
- Permit construction certification will include one partial and one final inspection.

ADDITIONAL FEES

The following services are NOT included in this proposal and will be considered Additional Services, which will be addressed in a separate contractual agreement. The services include but are not limited to:

- Architectural, structural (i.e., retaining walls, bridges, docks), mechanical (i.e., fire pumps), fire protection, geotechnical and testing, environmental assessment, power, gas, telephone, cable television, site lighting services.
- Calculations for needed fire flow for site demands, based on building type use and size, if required.
- Calculations of off-site flood stages.

- Construction quality control inspections.
- Off-site engineering and negotiations for off-site easements, if required (other than as specified in the Scope of Services).
- Permit application or negotiation with permitting authorities other than those specifically listed herein.
- Preparation of construction contract documents, other than drawings and technical specifications (e.g., bid schedule, project manual);
- Professional land surveying not included in the scope of services (i.e., buried utility investigation, easement research, condominium documents, project stake-out and as-built drawings).
- Professional services required due to conditions different from those itemized under the Scope of Services or due to events beyond the control of Calvin, Giordano & Associates, Inc.
- Professional services required, due to changes in the site plan initiated by the CLIENT, their representatives or other consultants (e.g., architects, landscape architects, etc.) after either design or preparation of the construction drawings has commenced.
- Re-review of rejected shop drawings.
- Review and approval of Contractor pay requests.
- Review of Data supplied by the CLIENT (i.e. GIS data sets, databases, aerial images, etc.) required for integration into this project.
- Review of shop drawings for contractor or Client selected alternatives, materials, products, etc.
- Special shop drawing annotation and modification to expedite shop drawing approval process.
- Updated boundary survey, site evaluation or closing assistance work, unless specified above.

REIMBURSABLE EXPENSES

Calvin, Giordano & Associates, Inc. and its consultants will be reimbursed for the printing of drawings and specifications, deliveries, Federal Express services, required travel time and travel expenses, long distance telephone calls, fax transmittals, postage, fees paid for securing approval of authorities having jurisdiction over the project, renderings, models and mock-ups required by CLIENT, as required. Reimbursable expenses and sub-consultant invoices will be billed directly to the CLIENT at a multiplier of 1.25.

MEETING ATTENDANCE

Due to the difficulties of predicting the number or duration of meetings, no meetings other than those listed above, are included in the Schedule of Fees shown below. Preparation for and meeting attendance, as necessary, will be provided on a time and materials basis and will be billed at the standard hourly rates in accordance with the attached Hourly Rate Schedule.

SCHEDULE OF FEES

Calvin, Giordano & Associates, Inc. will perform the Scope of Services for a lump sum fee as shown in the proposed Schedule of Fees:

PROPOSED SCHEDULE OF FEES	
I	Professional Landscape Architecture Services \$8,858.00
	Other Landscape Architecture Work Activity \$8,858.00
II	Meetings not included in I thru I Hourly
TOTAL Lump Sum (Plus Hourly Services) \$8,858.00	

TERMS OF THE AGREEMENT

- Calvin, Giordano & Associates, Inc. and the CLIENT agree by their signatures on this document that each party will not hire or attempt to hire any staff from the other party while under contract together.
- Calvin, Giordano & Associates, Inc. is preparing and providing drawings, plans, specifications and other documents as outlined in the scope of services for this Agreement for use in the construction of this project, based upon design and construction criteria prepared and provided by others, including but not limited to the CLIENT and CLIENT’s consultants. Calvin, Giordano & Associates, Inc. is not responsible for any errors and omissions in the aforesaid design and construction criteria provided by others.
- CLIENT agrees to indemnify, hold harmless and, at Calvin, Giordano & Associates, Inc.’s option, defend or pay for an attorney selected by Calvin, Giordano & Associates, Inc., to defend Calvin, Giordano & Associates, Inc., its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney fees, any appellate attorney costs, court costs, and expenses, caused by, arising from, or related to any acts, omissions or negligence of CLIENT or its consultants.

- CLIENT agrees to limit Calvin, Giordano, & Associates, Inc.'s liability for any and all claims that CLIENT may assert on its own behalf or on behalf of another, including but not limited to claims for breach of contract or breach of warranty, to the amount of fees paid to Calvin, Giordano & Associates, Inc., pursuant to this Agreement.
- Drawings, specifications, and other documents and electronic data furnished by Calvin, Giordano & Associates, Inc. in connection with this project are instruments of service. All original instruments of service shall be retained by Calvin, Giordano & Associates, Inc. and will remain their property, with all common law, statutory and other reserved rights, including copyright, in those instruments. This information provided in the instruments of service is proprietary and will not be shared with others without prior written consent. The CLIENT may request reproducible copies, and all original documents upon payment of all outstanding invoices, and expenses.
- In the event of termination in accordance with this Agreement or termination not the fault of Calvin, Giordano & Associates, Inc., Calvin, Giordano & Associates, Inc. shall be compensated for services properly performed prior to receipt of notice of termination, together with Reimbursable Expenses then due.
- Invoices for work accomplished to date will be submitted monthly and are payable within thirty (30) days. The CLIENT will pay invoices upon receipt and understands interest charges of 1.5% per month will be applied to any unpaid balance past thirty (30) days. Calvin, Giordano & Associates, Inc. may elect to stop work until payment is received. If work is stopped for thirty (30) days or more, Calvin, Giordano & Associates, Inc. may request compensation for start-up costs when work resumes.
- PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF CALVIN, GIORDANO & ASSOCIATES, INC. MAY NOT BE HELD INDIVIDUALLY LIABLE IN NEGLIGENCE FOR ANY CLAIMS, DAMAGES, LOSSES, OR DISPUTES ARISING OUT OF OR SUBJECT TO THE CONTRACT.
- The CLIENT or their representative shall be available to meet with Calvin, Giordano & Associates, Inc. and provide decisions in a timely manner throughout the course of the project. The CLIENT will provide all plans and other pertinent information, which are necessary for Calvin, Giordano & Associates, Inc. to provide complete professional services as outlined in this contract.
- The terms of Agreement shall be valid for the Client's acceptance for a period of thirty (30) days from the date of execution by Calvin, Giordano & Associates, Inc. after which time this contract offer becomes null and void if not accepted formally (evidenced by receipt of an executed copy of this document). All rates and fees quoted in this document shall be effective for a period of six (6) months, after which time they may be renegotiated with the CLIENT.

- This Agreement may be terminated by either party upon not less than seven (7) days written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. Failure of CLIENT to make payments to Calvin, Giordano & Associates, Inc., in accordance with this Agreement, shall be considered substantial nonperformance and cause for termination.

MISCELLANEOUS PROVISIONS

- CLIENT and Calvin, Giordano & Associates, Inc., respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants of this Agreement. Neither CLIENT nor Calvin, Giordano & Associates, Inc. shall assign this Agreement without written consent of the other.
- This Agreement represents the entire and integrated agreement between the CLIENT and Calvin, Giordano & Associates, Inc. and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Calvin, Giordano & Associates, Inc. and the CLIENT.
- Unless otherwise provided, this Agreement shall be governed by the law of the place where the project is located.

TERMINATION OF THE AGREEMENT

- This Agreement may be terminated by either party upon not less than seven (7) days written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. Failure of CLIENT to make payments to Calvin, Giordano & Associates, Inc., in accordance with this Agreement, shall be considered substantial nonperformance and cause for termination.
- In the event of termination in accordance with this Agreement or termination not the fault of Calvin, Giordano & Associates, Inc., Calvin, Giordano & Associates, Inc. shall be compensated for services properly performed prior to receipt of notice of termination, together with Reimbursable Expenses then due.

We appreciate the opportunity to submit this proposal. Calvin, Giordano & Associates, Inc. is prepared with the necessary manpower to proceed with the proposed scope of services upon receipt of the executed authorization. Our personnel are committed to completing the project in a timely manner. Please indicate your acceptance of this proposal by signing below and returning one executed copy of the contract to this office. We look forward to working with you in making this project a success.

Sincerely,

CALVIN, GIORDANO & ASSOCIATES, INC.

Jenna Martinetti

Jenna Martinetti
Director of Engineering

Cost of these services are \$8,858.00 plus hourly as noted in fee breakdown.

ACCEPTANCE OF CONTRACT

CALVIN, GIORDANO & ASSOCIATES, INC.

By: _____ Date: _____
Name: Jenna Martinetti
Title: Director of Engineering

By: _____ Date: _____
Name: Mr. Chris P. Zimmerman, AIA
Title: President



Fee Proposal for Structural Engineering Services

Date	September 30, 2024 - Revised	Reference	Lake Worth Public Works – Fleet Maintenance and Office Facility
To	CPZ Architects, Inc. 4316 West Broward Blvd Plantation, FL 33317	Attention	Chris Zimmerman, AIA President

Project Description

The project is a two story Public Works maintenance garage, and public works maintenance and administrative facility. The project budget is \$4.5M. BNI was previously retained by ACAI Associates. ACAI is no longer the AOR and BNI will continue to provide services with CPZ under this agreement.

Scope of Services

Our Basic Services includes the design of the Primary Structural Frame and the structural aspects of the Exterior Enclosure, and includes related Construction Drawings and Specifications, attending periodic design and coordination meetings during the preparation of the documents, Construction Administration and Ten periodic Site Visits and meetings during construction.

Basic Services Fee

Our Basic Services includes updating the project specifications, title block and issuing signed/sealed drawings, bidding and Construction Administrative phase services as follows:

Reissuance of Drawings for Permit with updated title block and updated specifications: **One Thousand Three Hundred Fifty Dollars (\$1,350.00).**

Bidding: **One Thousand Four Hundred Eighty-Five Dollars (\$1,485.00).**

Final 10% of Construction Documents billing which was never invoiced to ACAI or the City: **One Thousand Three Hundred Twelve Dollars (\$1,312.00)**

Construction Administration: **Six Thousand Five Hundred Sixty Dollars (\$6,560.00)** for Construction Administration services.

Reimbursables

Reimbursable Expenses as defined by AIA B101 shall be invoiced at cost.

Offered by: **BLISS & NYITRAY, INC.**

Accepted by:



(Signature) September 30, 2024
(Date)

(Signature) (Date)

Laz Alfonso, P.E. / Principal
(Printed Name/title)

(Printed Name/title)

Please sign and return one copy. The Terms and Conditions on the following pages are a part of this Agreement.

Terms and Conditions

Project: Lake Worth Public Works – Fleet Maintenance and Office Facility

Page:

2 of 2

Date:

September 30, 2024

1. **Standard of Care:** BNI will endeavor to perform services in a manner consistent with the degree of care and skill ordinarily exercised by members of our profession currently practicing in the same locality under similar conditions. No other representation, warranty or guarantee is made, included or intended as to our professional services.
2. **Services Excluded:**
 - A. Attendance of bi-weekly, monthly or out-of-town meetings in which structural issues are not the main focus.
 - B. Inspection of the work is excluded. We will provide a separate fee proposal for inspections if desired.
 - C. Estimates of probable construction cost.
 - D. Site structures such as retaining walls, planter walls, stairs, sidewalks, flagpoles, light poles, vaults, vibration control, etc.
 - E. The design and detailing of non-structural elements such as waterproofing systems and cladding; ceiling framing; architectural systems; architectural features and decorations; non-bearing partitions; shelves; doors; statue and monument supports; mechanical, electrical and plumbing equipment hangers, anchorage and support; rooftop equipment tie-downs; signs; etc.
3. **Additional Services:** Services beyond those outlined under basic services, including but not limited to an increase in the scope of the project, revisions, construction errors, additional site visits and inspections will be provided for an additional negotiated lump sum fee or performed on an hourly basis at the rates indicated below. BNI will provide additional services upon written authorization by the Client.
4. **Hourly Billing Rates:**

Principal	\$225/HR	CAD Manager	\$115/HR
Project Manager	\$175/HR	CAD Operator	\$85/HR
Project Engineer	\$150/HR	Administrative Assistant	\$65/HR
Engineer	\$120/HR		
5. **Terms:** If the services covered by this Agreement have not been completed by December 31, 2026 for reasons beyond our control, compensation set forth in this Agreement shall be equitably adjusted. If this proposal is not accepted within 90 days, it shall become void.
6. **Provisions Related to Payment:**
 - A. Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by BNI, employees and subconsultants in the interest of the Project, such as expedited delivery, travel, and printing other than for BNI. Reimbursable expenses and Additional Services will be billed monthly as they are incurred.
 - B. BNI shall invoice Client by phase when completed.

Title Block Update	100% upon issuance
Construction Documents	100% upon issuance

Construction Administration Billed monthly based on services provided
 - C. Client agrees to pay each invoice within fifteen (15) days of receipt of payment from Client's client, but not later than 90 days from the date of the invoice. Late payments will be charged interest at the rate of 1.5% per month and we reserve the right to stop work and withhold documents.
7. **Risk Allocation:** In recognition of the relative risks, rewards and benefits of the project to both the Client and BNI, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of BNI, its individual officers, shareholders and employees (collectively hereafter referred to as BNI) to the Client, for any and all claims, losses, costs, damages of any nature whatsoever or claim expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of BNI to the Client shall not exceed \$250,000.00. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.
8. **Contractor Means and Methods:** BNI has no control over and shall not be responsible for construction means, methods, techniques, sequences, procedures, or safety precautions and procedures, since these are solely the Contractor's responsibility. BNI shall not have control over acts or omissions of the Contractor, subcontractors, their agents or employees or other persons performing portions of the work.
9. **Mediation:** The Client and BNI agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to formal mediation unless the parties mutually agree otherwise. Anything contained in any other contract document notwithstanding, BNI shall not be bound by any provision requiring arbitration of disputes or controversies arising out of BNI's work.
10. **Hazardous Material:** BNI shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons, to hazardous materials in any form.
11. **Applicable Law:** This Agreement shall be governed by the laws of the State of Florida.
12. **Assigns:** Neither the Client nor BNI may delegate, assign, sublet or transfer their duties or interest in this Agreement without the written consent of the other party.
13. **Third Parties:** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or BNI.
14. **Severability:** In the event any of the provisions of these General Provisions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.
15. **Termination of Services:** This Agreement may be terminated upon 10 days written notice by either party should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay BNI for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.



August 27, 2024

Mr. Chris P. Zimmerman A.I.A.
President
CPZ Architects, Inc.
4316 West Broward Boulevard,
Plantation, Florida 33317

Re: Lake Worth Beach – DPW Restart, LEED and C.A. Services

Dear Chris,

We are pleased to have this opportunity to provide to you this authorization for extra professional services. It is our understanding that the following items are to be included in this .

SCOPE OF SERVICES - INCLUDED

1. We will prepare Contract Documents which shall specify the following:
 - A. Updated title blocks for all trades under our design scope. Plan and specs to be updated for bidding. (No changes to content of plans and specs are included.)
2. We will attend a LEED design charrette, to determine the best path to LEED gold certification.
3. Bid phase representation - We will respond to bidder questions in writing.
4. Bid Period and Construction Administration Services: We will provide the following bid period and construction administration services:
 - A. Answer questions during the bid period and issue necessary addenda.
 - B. Shop Drawing review and comment.
 - C. Attend periodic job site visits to observe the progress of construction. We understand that the construction duration is estimated at sixteen (16) months. We will visit the site at appropriate intervals to observe and comment upon the state of construction of MEP/FP systems, and maintain project scheduling. We will not attend bi-weekly meetings unless requested based on completed work or construction issues. We have included eight (8) site visits.
 - D. We will provide as-built documents, directly from the trade contractors field marked up plans showing all modifications and changes from contract plans. (We will not be undertaking an extensive redrawing of the systems.)

SCOPE OF SERVICES - NOT INCLUDED

It is our understanding that the following items, in general, are not required by us and have therefore been excluded from our “Scope of Services”. Any of these items can be added to our Scope of Services if you so desire.

1. We will not be providing engineering services or contract documents for a security or IT system. We will coordinate with the owner’s security and IT vendor and indicate box and rough-in locations.
2. We will not be providing multiple sets of review documents for coordination, milestone reviews, inspection agency reviews, submission set reviews, etc. At each review stage we will be providing a PDF set of our contract documents. We will not be providing the final printing of the bid documents. Any additional paper sets of documents will be considered to be a reimbursable expense.
3. We will not be providing a life cycle cost analysis.
4. We will not provide commissioning services.
5. We will not provide testing, adjusting and balancing services.
6. We will not be providing an order of magnitude construction cost estimate for our work.
7. We will not be providing consulting services or attending meetings for public forums such as public hearings, planning and zoning, environmental impact assessment, etc.

SCHEDULE FOR COMPLETION OF SCOPE OF SERVICES

We would suggest that approximately 8 to 12 weeks be used as the timeline for the plan revisions and LEED Charrette.

FEES FOR SCOPE OF SERVICES

To complete the Professional Services required for the project as described above, we propose the following lump sum fees:

1. Drawing and spec updates/coord. with CPZ	\$3,500.00
2. Bid Phase	\$3,000.00
3. LEED Charrette (Meeting only. No Plan Rev’s)	\$1,500.00
4. <u>Construction Administration</u>	<u>\$30,000.00</u>
Total Lump Sum Fee	\$38,000.00

The above fees do NOT include a re-permitting of the plans in any way. Current plans were reviewed by the City, and approved. No other submissions to the City are included herein.

We have included our hourly rates below, should additional hourly rate services be considered.

HOURLY RATE SCHEDULE

Description of Position	Hourly Rates For Services Rendered
Principal-In-Charge	\$300/hr
Associate/Team Leader	\$275/hr
Project Manager	\$250/hr
Senior Engineer	\$225/hr
Engineer	\$200/hr
Senior Engineering Designer	\$175/hr
Engineering Designer	\$155/hr
Technician	\$135/hr
Clerical/Secretarial	\$105/hr

In addition to the services listed above, reimbursable expenses incurred by CES, LLC for this project, plus fifteen percent for administration costs shall be added to the monthly invoice. Items that are considered reimbursable expenses are listed on our “Standard Form of Agreement Between Client and Engineer”.

BILLING TERMS FOR SERVICES RENDERED

CES, LLC shall invoice monthly for all services rendered, as a percentage complete of overall scope, and shall include reimbursable expenses monthly. Invoices shall be generated by the end of each month, and shall be directly mailed to the accounts payable department (or other entity assigned). Invoices are due and payable upon receipt.

Thank-you for the opportunity to provide you with these additional services. If these additional services are acceptable to you, please sign, date, and return this letter to us so that we may proceed. In the meantime, if we can be of any assistance to you, please feel free to call.

Sincerely yours,

CES ENGINEERING SERVICES, LLC

Steven R. Collins

Steven R. Collins
Vice President

STANDARD FORM OF AGREEMENT BETWEEN CLIENT AND ENGINEER (Version 2.0)

SECTION 1-GENERAL

1.1. Standard of Care: ENGINEER may employ other such Engineer's Consultants as ENGINEER deems necessary to assist in the performance or furnishing of professional engineering and related services hereunder. The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of Engineer's profession practicing under similar conditions at the same time and in the same locality. ENGINEER makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with ENGINEER'S services.

1.2. Definitions. Wherever used in this Agreement the following terms shall apply:

1.2.1. Additional Services. Additional Services means the services to be performed for or furnished to CLIENT by ENGINEER which go beyond the "Scope of Work" as indicated in the proposal.

1.2.2. Reimbursable Expenses. Reimbursable Expenses means the expenses incurred directly in connection with the performance or furnishing of Basic and Additional Services for the Project for which CLIENT shall pay ENGINEER.

1.2.3. The "CLIENT" in this agreement shall be that entity which the proposal is addressed to. The individual signing this contract as CLIENT warrants he/she has the authority to sign such an agreement.

1.2.4. The "ENGINEER" in this agreement shall be CES Engineering Services, LLC.

1.2.5. The "PROJECT DESCRIPTION" is outlined in the scope of work sections within the Proposal.

1.3. Corporate Protection: It is intended by the parties to this agreement that the ENGINEER's services in connection with the project shall not subject the ENGINEER's individual employees, officers, shareholders or directors to any personal legal exposure for the risks associated with this project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the CLIENT's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the ENGINEER, a Connecticut corporation, and not against any of the ENGINEER's employees, officers, shareholders or directors.

SECTION 2-BASIC SERVICES OF ENGINEER

2.1 See Proposal under "Scope of Work" for basic services which are to be provided.

2.2. Construction Phase. When included in the Scope of Work, the following will apply:

2.2.1. General Administration of Construction Contract. ENGINEER shall consult with and advise CLIENT and act as CLIENT's representative. The engineer of record is responsible for review of shop drawings and observing the work during construction. If the CLIENT does not engage the ENGINEER for such services during construction, it is agreed that the CLIENT thereby releases/indemnifies and holds the ENGINEER harmless from any claims arising from the design and construction.

2.2.2. Visits to Site and Observation of Construction.

2.2.2.1. ENGINEER shall make visits to the site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to view the work in progress. Involved detailed inspections of the work is beyond the responsibilities specifically assigned to ENGINEER in this Agreement, but rather are to be limited to spot checking, selective sampling and similar methods of general observation of the work based on Engineer's exercise of professional judgment.

2.2.2.2. Shop Drawings. ENGINEER shall review and approve (or take other appropriate action in respect of) Shop Drawings, Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

2.2.2.3. Limitation of Responsibilities. ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor, any supplier, or of any other person or organization performing or furnishing any of the work.

SECTION 3-ADDITIONAL SERVICES OF ENGINEER

3.1. Additional Services Requiring Authorization in Advance. If authorized in writing by CLIENT, ENGINEER shall furnish or obtain from others Additional Services of the types listed in this section, inclusive, as amended and supplemented as indicated. These services are not included as part of Scope of Work except to the extent stated. These services will be paid for by CLIENT as indicated in Section 6.

3.1.1. If additional services are required and thus requested by the ENGINEER to the CLIENT resulting from significant changes in the scope, extent or character of the portions of the Project designed or specified by ENGINEER or its design requirements including, but not limited to, changes in size, complexity, CLIENT's schedule, character of construction or method of financing; and revising previously accepted studies, reports, Drawings, Specifications or Contract Documents. Such revisions may also be required and billed to the CLIENT as additional services when there are enacted changes in laws, rules, regulations,

ordinances, codes or orders enacted subsequent to the preparation of such studies, reports, drawings, specifications, or Contract Documents, or due to any other cause beyond ENGINEER's control.

3.1.2. Preparing to serve or serving as a consultant or witness for CLIENT in any litigation, arbitration or other legal or administrative proceeding involving the project.

3.1.3. Prepare a set of reproducible record drawings known as "As-Builts" showing record information. ENGINEER will not be responsible for any errors in or omissions in the information provided by Contractor that is incorporated in the record drawings or other record documents.

SECTION 4-CLIENT'S RESPONSIBILITIES

Except as otherwise noted, CLIENT shall do the following in a timely manner so as not to delay the services of ENGINEER and shall bear all costs incident thereto:

4.1. Provide all criteria as to requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which CLIENT will require to be included in the Drawings and Specifications.

4.2. Give prompt written notice to ENGINEER whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of Engineer's services, or any defect or non-conformance in Engineer's services or in the work of any Contractor.

SECTION 5-TIMES FOR RENDERING SERVICES

5.1. Engineer's services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the Construction Phase.

SECTION 6-PAYMENTS TO ENGINEER FOR SERVICES AND Reimbursable EXPENSES

6.1. Methods of Payment for Services and Expenses of ENGINEER.

6.1.1. For Services as described in the "Scope of Work" the CLIENT shall pay ENGINEER for Services performed or furnished.

6.1.2. For Additional Services the CLIENT shall pay ENGINEER for Additional Services on an hourly rate basis in accordance with the hourly rate schedule listed below.

6.1.3. For Reimbursable Expenses. In addition to payments provided above, CLIENT shall pay ENGINEER for Reimbursable Expenses incurred by ENGINEER and Engineer's Consultants as set forth herein plus fifteen percent for administration costs.

6.1.3.1. Portal to Portal automobile expenses for personal or company vehicles at the published Internal Revenue Service standard mileage rate for business use plus toll charges.

6.1.3.2. Portal to Portal travel expenses, car rentals, train charges, plane charges and hotel accommodations.

6.1.3.3. Out of state long distance telephone calls and faxes.

6.1.3.4. Federal Express, UPS, etc. mailing charges.

6.1.3.5. Photographs for recording project conditions.

6.1.3.6. Printing of contract documents inclusive of drawings and specifications.

6.1.4. Where compensation is based on an hourly rate, the ENGINEER current hourly rates are as follows:

<u>Description of Position</u>	<u>Hourly Rates For Services Rendered</u>	<u>Description of Position</u>	<u>Hourly Rates For Services Rendered</u>
Principal-In-Charge	\$300/hr	Senior Engineering Designer	\$175/hr
Associate/Team Leader	\$275/hr	Engineering Designer	\$155/hr
Project Manager	\$250/hr	Technician	\$135/hr
Senior Engineer	\$225/hr	Clerical/Secretarial	\$105/hr
Engineer	\$200/hr		

6.2. Invoices.

6.2.1. Preparation of Invoices. Invoices for Basic and Additional Services and Reimbursable Expenses will be prepared in accordance with ENGINEER'S standard invoicing practices and will be submitted to CLIENT by ENGINEER at least monthly.

6.2.2. Preparations of Invoices for Lump Sum Contracts: The portion of the amount billed for Engineer's services which is on account of the Lump Sum will be based upon Engineer's estimate of the proportion of the total services actually completed

at the time of billing. The portion related to services rendered on a Salary Cost basis will be billed based on the Salary Cost (multiplied by a factor, if any, as stated above) incurred at the time of billing.

6.2.3. Preparation of Invoices for the Hourly Rate Cost Contract. The amount billed for Engineer's services will be based on the billing hourly rate, incurred at the time of billing.

6.2.4. Unpaid Invoices. :If CLIENT fails to make any payment due to the ENGINEER for services and expenses within thirty days after receipt of Engineer's invoice therefore, the amounts due ENGINEER will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and, in addition, ENGINEER may, after giving seven days written notice to CLIENT, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses and charges. Payments will be credited first to interest and then to principal. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. In the event a lawsuit is filed to enforce overdue payments, reimbursement of all court costs & reasonable attorney's fees will be payable to the ENGINEER by the CLIENT.

SECTION 7-OPINIONS OF COST

7.1. Opinion of Probable Order of Magnitude Construction Cost.

Engineer's opinions of probable Construction Cost provided for herein are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional engineer generally familiar with the construction industry. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee that proposals, bids or actual Construction Costs will not vary from Opinions of Probable Order of Magnitude Construction Cost prepared by ENGINEER.

SECTION 8-GENERAL CONSIDERATIONS

8.1 Reuse of Documents.

All documents including Drawings and Specifications provided or furnished by ENGINEER (or Engineer's Consultants) pursuant to this Agreement are instruments of service in respect of the Project, and ENGINEER and Engineer's Consultants, as appropriate, shall retain property interest therein (including the right of reuse by and at the discretion of ENGINEER and Engineer's Consultants, as appropriate) whether or not the Project is completed. CLIENT may make and retain copies for information and reference in connection with the use and occupancy of the Project by CLIENT and others; however, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any such reuse without written verification or adaptation by ENGINEER and Engineer's Consultants, as appropriate, for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to ENGINEER, or to Engineer's Consultants, and CLIENT shall indemnify and hold harmless ENGINEER and Engineer's Consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting there from. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by CLIENT and ENGINEER.

8.2. Insurance.

8.2.1. ENGINEER shall procure and maintain insurance, for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting there from.

8.3. Indemnifications

The Client shall indemnify and hold harmless CES Engineering Services, LLC and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the services, provided that any such claims, damage, loss or expense is caused in whole or in part by the negligent act or omission, and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except CES Engineering Services, LLC) or anyone for whose acts any of them may be liable.

8.4 Controlling Law.

This Agreement is to be governed by the law of the principal place of business of ENGINEER.

8.5 Dispute Resolution.

The CLIENT and ENGINEER agree to negotiate any claim, dispute or other matter in question arising out of or related to this agreement in good faith for a period of thirty days. If negotiations are unsuccessful, the CLIENT and ENGINEER shall endeavor to resolve claims, disputes and other matters in question between them by mediation which shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Claims disputes, and other matters in question between parties that are not resolved by mediation shall be decided by either arbitration or litigation.

Arbitration shall only commence if it is mutually agreed upon by each of the parties. All arbitrations shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect.

8.6 Limitation of Engineer's Liability

8.6.1 ENGINEER'S Liability Limited

To the fullest extent permitted by law, the total liability in the aggregate, of ENGINEER and Engineer's Consultants, and any of them, to CLIENT and anyone claiming by, through or under CLIENT, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty express or implied of ENGINEER or Engineer's officers, directors, partners, employees, agents or Engineer's Consultants or any of them, shall not exceed the total compensation received by ENGINEER under this Agreement or \$50,000.00, whichever is of the lesser amount.

8.6.2 Agreement Not to Claim for Cost of Certain Change Orders

CLIENT recognizes and expects that certain Change Orders may be required to be issued as the result in whole or part of imprecision, incompleteness, errors, omissions, ambiguities, or inconsistencies in the Drawings, Specifications and other design documentation furnished by ENGINEER or in the other professional services performed or furnished by ENGINEER under this Agreement whether caused by professional negligence or by imperfections that are within professional standards ("Covered Change Orders"). Accordingly, CLIENT agrees not to sue and otherwise to make no claim directly or indirectly against ENGINEER on the basis of professional negligence, breach of contract or otherwise with respect to the costs of approved Covered Change Orders unless the costs of such approved Covered Change Orders exceed 15% of Construction Cost, and then only for an amount in excess of such percentage. Any responsibility of ENGINEER for the costs of Covered Change Orders in excess of such percentage will be determined on the basis of applicable contractual obligations and professional liability standards. For purposes of this paragraph, the cost of Covered Change Orders will not include any costs that CLIENT would have incurred if the Covered Change Order work had been included originally in the Contract Documents without any imprecision, incompleteness, error, omission, ambiguity, or inconsistency in the Drawings, Specifications and other design documents furnished by ENGINEER or in Engineer's other professional services related thereto. Nothing in this provision creates a presumption that, or changes the professional liability standard for determining if ENGINEER is liable for the cost of Covered Change Orders in excess of the percentage of Construction Cost stated above or for any other Change Order.

8.7 Jobsite safety clause

Neither the professional activities of the ENGINEER, nor the presence of the ENGINEER, or the ENGINEER's employees and subconsultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequences, techniques, or procedures necessary for performing, superintending, or coordination all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. The ENGINEER and the ENGINEER's personnel have no authority to exercise any control over any construction contractor or their entity or their employees in connection with their work or any health or safety precautions. The client agrees that the General Contractor is solely responsible for jobsite safety, and warrants that this intent shall be made evident in the Client's agreement with the General Contractor. The Client also agrees that the Client, the ENGINEER and the ENGINEER's consultants shall be indemnified and shall be made additional insured's under the General Contractors general liability insurance policy.

8.8 Severability

Any provision or part of the 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 CLIENT and ENGINEER, who agree that the 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 9-TERMINATION OR SUSPENSION

9.1 If the client fails to make payments to the ENGINEER in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the ENGINEER's option, cause for suspension of performance of services under this Agreement. If the ENGINEER elects to suspend services, prior to suspension of services, the ENGINEER shall give seven days written notice to the Client. In the event of a suspension of services, the ENGINEER shall have no liability to the Client for delay or damage caused the Client because of such suspension of services. Before resuming services, the ENGINEER shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the ENGINEER's services. The ENGINEER's fees for the remaining services and the time schedules shall be equitably adjusted.

9.2 If the Project is suspended for more than 90 consecutive days by either party, the ENGINEER may terminate this Agreement by giving not less than seven days' written notice.

9.3 In the event of termination not the fault of the ENGINEER, the ENGINEER shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

CLIENT

CES, LLC PRINCIPAL-IN-CHARGE

DATE

DATE



September 6, 2024

Chris P. Zimmerman
President
CPZ Architects, Inc.
4316 West Broward Boulevard
Plantation, Florida 33317
Telephone: 954.792.8525 ext. 105
Mobile: 954.328.2276
Email: chris@cpzarchitects.com

RE: Proposal No. P243480.1

New Public Works Fleet Maintenance Facility located at 1749 3rd Avenue South, Lake Worth, Florida (the "Project")

Dear Chris:

SOCOTEC Consulting, Inc. ("SOCOTEC" or "Consultant") thanks you for the opportunity to provide CPZ Architects, Inc. (the "Client" and the "Architect") with this revised proposal for LEED and commissioning ("Cx") including the following sections:

- Project Approach & Schedule
- Summary of Fees
- Scope of Services
- LEED Notes
- Terms, Exclusions & Conditions

We have updated this proposal per our discussion on September 4, 2024. We look forward to discussing our proposal with you. Should you have any questions or if you would like further information on our services, please contact Jesse Rittenhouse at 561 917 8476 or jesse.rittenhouse@socotec.us or Jonathan Burgess at 561 871 7198 or jonathan.burgess@socotec.us.

Please indicate your acceptance of this proposal, which shall serve as our agreement, by executing and returning a signed copy to our office or, in the alternative, by providing us with written confirmation (email) of your acceptance of this agreement.

Thank you,

Jeffrey Somerlot
Chief Executive Officer & President

CONSULTANT: SOCOTEC Consulting, Inc.

CLIENT: CPZ Architects, Inc.

By:

By:

Name: Jeffrey Somerlot

Name:

Title: CEO & President

Title:

Date:

Date:



PROJECT APPROACH & SCHEDULE

Based on the preliminary information provided by the Client and the RFQ titled “Public Works Fleet Facility” dated May, 26, 2024, Consultant understands the building is a proposed two-story maintenance building of approximately 14,054 square feet. Consultant’s Project includes LEED Consulting, LEED Fundamental Commissioning (“Cx”) and LEED Enhanced Commissioning for the building.

The “Project Design Team” includes the Client and its subconsultants, and other consultants of the Client or the City of Lake Worth Beach (the “Owner”).

Consultant’s team will assist the Client, Project Design Team and the Client-selected Project Construction Team in their efforts to pursue up to a Silver rating under the USGBC’s LEED v4 for Building Design & Construction (New Construction) (“LEED”) rating system. The LEED ratings, as of the date of this proposal, are based on the following point system:

Certified 40-49 points	Silver 50-59 points	Gold 60-79 points	Platinum 80-100+ points
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Consultant assumes that up to an additional 5 points from the certification minimum will be targeted by the Project Design Team to afford a margin of safety.

Consultant has provided optional LEED Enhanced Commissioning services at the Client’s request.

Consultant has based this proposal’s scope of work and level of effort on the schedules and durations established by Consultant, as follows:

PHASE	DURATION	START DATE	END DATE
Schematic Design	3 Months	September 2024	November 2024
Design Development	4 Months	December 2024	March 2025
Contract Documents	5 Months	April 2025	August 2025
Construction Administration	24 Months	September 2025	September 2027

SUMMARY OF FEES

LUMP SUM (“LS”) PHASE	Item	LEED		LEED FCx		TOTAL
		LS	Item	LS	LS	
Contract Documents (“CD”) Phase	A-1	\$12,000	-	-	-	\$12,000
Construction Administration Phase	A-2	\$9,558.41	-	-	-	\$9,558.41
Construction Kick-off, Pre-Functional & Functional Checklists	-	-	B-1	\$4,000		\$4,000
Pre-Functional Testing <i>Based on: up to 12 hours</i>	-	-	B-2	\$4,000		\$4,000
Functional Performance Testing <i>Based on: 25% Sampling – 20% Failure rule, includes up to 12 hours</i>	-	-	B-3	\$3,000		\$3,000
Final Cx Report & Close-out	-	-	B-4	\$2,388.60		\$2,388.60
TOTAL*		\$21,558.41		\$13,388.60		\$34,947.01

*Total does not include optional phases.

OPTIONAL SERVICES	Item	LEED ECx
		LS
CD Phase/Permitting & Bidding Phase	C-1	\$500
Construction Administration Phase	C-2	\$11,500
Post-Occupancy Review	C-3	\$5,500
Systems Manual Document Assistance – <i>if requested</i>	C-4	TBD
BMS Training Participation – <i>if requested</i>	C-5	TBD

SCOPE OF SERVICES

NEW CONSTRUCTION

A. LEED:

1. Contract Documents (“CD”) Phase:

- a. Consultant will facilitate a LEED goal-setting workshop with key members from the Owner’s team, Project Design Team, and if applicable Construction and Operations & Maintenance (“O&M”) teams. Prior to the workshop, Consultant will update the LEED scorecard, identifying credits as “Likely, Possible, Less Likely, or Not Viable” and providing brief commentary. Following the workshop, Consultant will update the scorecard with an emphasis on critical-path LEED milestones and issues that Consultant believes warrant special scrutiny. Of note, the LEED Commissioning scope and Integrated Process (“IP”): IP prerequisites and credit criteria will be reviewed during this workshop to ensure that the critical LEED milestones are met (as necessary). This task does not include the provision of Commissioning documents (Basis of Design (“BOD”) or Owner’s Project Requirements (“OPR”)) or IP calculations.
- b. Consultant will assist the Project Design Team in assembling the documentation required for the LEED Design Phase submission by:
 - i. Preparing a LEED Documentation Matrix with assigned Project Design Team responsibilities;
 - ii. Assembling necessary design documents (drawing files to be provided to Consultant from the Project Design Team);
 - iii. Assisting Project Design Team members in filling in their assigned online forms; and
 - iv. Providing one update of the preliminary LEED calculations previously provided.Design Phase credits where Consultant will have primary documentation responsibility include:
 - LT: Surrounding Density & Diverse Uses;
 - LT: Access to Quality Transit;
 - LT: Bicycle Facilities;
 - LT: Reduced Parking Footprint;
 - WEp/WE: Indoor Water Use Reduction;
 - EA: Green Power & Carbon Offsets;
- c. EQ: Enhanced Indoor Air Quality Strategies
- d. Consultant will clarify issues related to the LEED application procedures and manage responses to GBCI’s request for clarifications on the Project.
- e. Consultant will assist with the enrollment of the Project in the LEED Proven Provider program. Consultant will participate in a pre-submittal phone call with LEED Proven Provider/LEED Coaches representatives, if needed.
- f. Consultant will participate in meetings with the Project Design Team.

2. Construction Administration Phase:

- a. Consultant will train the general contractor (“GC”) and subcontractor(s) (CSI Divisions 2-10) on LEED requirements and LEED record keeping. *Note: Consultant may additionally be contracted by the construction team directly to assist with additional GC documentation for Construction Administration phase credits.*
- b. Consultant will provide a generic Construction Waste Management (“CWM”) and Construction Indoor Air Quality (“CIAQ”) Management Plan to the GC or construction manager (“CM”) for its use and modification. When the GC/CM submits their edited version of the plans (or their own internally-developed plans) for approval, Consultant will provide one review, to assist with the goal of meeting LEED requirements. It will be the responsibility of the GC/CM for the Project to address the review comments.
- c. Consultant will assist the Project Design Team with reviewing contractor submittals for compliance with the LEED Building Product Disclosure & Optimization (“BPDO”) credits (EPDs, Sourcing of Raw Materials, and Material Ingredients) and with EQ: Low Emitting Materials criteria. Consultant assumes that it will be sent, electronically, only those submittals that are pertinent to LEED. Consultant will perform one review per submittal. Multiple reviews of the same submittal by Consultant will be subject to additional fees. This service also includes one LEED Orientation Meeting for the construction team and regular LEED Project Review Meetings held in person or via tele/videoconference, as described below. These meetings will allow:
 - i. Discussion of outstanding submittals and questions about current submittal reviews;
 - ii. Review of construction team tracking of LEED construction plans and performance (Erosion and Sedimentation Control (“ESC”), CWM, and CIAQ);
 - iii. Review of construction team tracking of LEED MR: BPDO performance. The USGBC published MR: BPDO tracking spreadsheet is expected to be utilized; and

- iv. Review of construction team tracking of LEED EQ: Low Emitting Materials performance. The USGBC published EQ: Low Emitting Materials tracking spreadsheet is expected to be utilized.
Note that Consultant's fee for this phase is based on the anticipated construction schedule described above; if the schedule differs significantly, Consultant's fees will be adjusted accordingly.
- d. Consultant will compile, review, and submit the Construction Phase LEED credits for certification. The scope of work for this task is similar to the scope for the LEED Design Phase submission. Consultant will manage LEED credit interpretation reviews and will coordinate with the responsible party for resubmission to GBCI. Consultant will manage resubmissions to GBCI based on update information from the Project team, if required. Consultant will coordinate the appeal of denied credits, if required.
- e. Consultant will register the Project in ENERGY STAR Portfolio Manager with the Environmental Protection Agency ("EPA") for the Minimum Program requirement.
- f. Consultant will participate in up to three site visits including a meeting with the GC and subcontractor(s) to ensure compliance with LEED requirements (i.e. Construction Activity Pollution Prevention and Construction Indoor Air Quality Management Plan).
- g. Consultant will participate in meetings with the Project Design Team.
- h. Consultant will conduct a Lessons Learned Session with the Project team, Project Owner, and Building Management to discuss lessons learned, operation and maintenance considerations to align with LEED certification.
- i. Consultant will coordinate the Client's purchase of a LEED Plaque, and will coordinate with the Project Owner and USGBC Florida Chapter a LEED Plaque Ceremony.

OPTIONAL SERVICES – LEED:

3. Life Cycle Assessment Using One-Click LCA Software: If requested

- a. At the Client's request, Consultant will provide an assessment of the building's structure and shell design using the OneClick LCA tool ("LCA"). The LCA modelling will allow the Project to pursue the LEED v4.1 credit for Whole-Building Life Cycle Assessment (Option 4). In this credit, the LCA tool is used to define both a reference building (standard construction) and the Project design. One point can be earned for performing the base assessment; however, up to three additional points are available for achieving environmental impact improvements (ranging from 5% to over 20%) in at least three of the following impact categories:
 - Global warming potential (greenhouse gases) – this must be one of the three improvements;
 - Depletion of the stratospheric ozone layer;
 - Acidification of land and water sources;
 - Eutrophication;
 - Formation of tropospheric ozone; and
 - Depletion of non-renewable energy sources.

Improvements can be made to the design through innovative structural design, the use of alternative material assemblies, and the use of environmentally preferable products.
- b. In Phase 1 of this task (early-mid DD phase), Consultant will develop a preliminary LCA model of up to three representative floor plates of the building (not including basement floors). Up to five impact reduction strategies will be assessed. The purpose of Phase 1 is to assess the approximate impact reductions of the targeted strategies, and to determine how many measures would likely be needed to achieve reductions of 5% or more. An aggregate reduction for the whole Project will be projected based on the results of the model.
- c. In Phases 2 and 3 (CD phase), Consultant will request take-offs of building material areas - or ideally mass quantities derived from BIM software - from the Project Design Team for use in the LCA assessments.
 - i. In the Phase 2 iteration (early CD phase), additional representative floors in the building will be developed in the LCA software to create a model of the whole building. A more detailed bill of materials will be developed, which will be used as the input for LCA. Additional impact reduction strategies will be reviewed, if they have been proposed. An updated aggregate reduction for the whole Project will be projected based on the results.
 - ii. In Phase 3 (late CD phase), the Phase 2 model will be updated to address any significant changes or additional impact strategies and will be sufficient to submit for the LEED credit(s).
- d. Consultant will provide a brief summary report of the LCA for both the Phase 2 and Phase 3 work, and will prepare the documentation needed for the LEED submission.
Note that any updates that might be required to the LCA model based on construction phase changes can be provided by Consultant as an additional service.

B. LEED FUNDAMENTAL COMMISSIONING (“LEED FCx”):

Fundamental Commissioning is required for LEED certification, with additional +3 points available under the LEED credit for Enhanced Commissioning (Consultant can provide as a separate service). If pursuing LEED certification, the Commissioning Authority (“CxA”) must be contractually engaged prior to the end of the Design Development phase, otherwise the Commissioning Agent shall be engaged prior to construction.

The following energy related systems are included:

- Heating, Ventilation and Air Conditioning (“HVAC”) and controls.
 - Central heating system and distribution.
 - Central cooling system and distribution.
 - Air-handling units.
 - Terminal units, including fan-coil units and Variable Air Volume (“VAV”) boxes.
 - Ventilation and exhaust systems.
- Lighting, lighting controls and daylighting controls.
- Normal power electrical service and distribution including metering, transformers and switchgear, distribution panels 400 Amps or larger.
 - Electrical sub-metering.
- Domestic hot water systems including water heaters (gas, electric, solar), recirculation pumps, electronic controls, and hydraulic controls (thermostatic mixing valves, circuit setters).
- Plumbing fixtures and meters.

1. Construction Kick-off, Pre-Functional & Functional Checklists:

- a. **Construction Kick-off:** Consultant will participate in a Construction Kick off Meeting and Initial Site Visit with the Owner, Project Design Team, and CM at the site.
- b. **Pre-functional Checklists:** Quality assurance checklists are used to verify proper installation of equipment covered by the commissioning process. Consultant shall develop and transmit blank equipment installation (pre-functional) checklists tailored to the Project. These checklists shall be completed by the installing contractor(s).
- c. **Functional Performance Testing (“FPT”) Procedures:** Consultant shall develop and transmit blank FPT procedures, based on the Contract Documents, for the systems covered under the commissioning scope.
- d. **Maintain an Issues and Benefits Log:** Based on the design and submittal review, and through the process of installation inspections and systems performance testing, Consultant will maintain an issues log. Discrepancies or deficiencies will be reported to the Owner. Consultant’s fee proposal assumes that the Project Design Team will work collaboratively to find an appropriate resolution.

2. Pre-Functional Testing:

- a. **Installation Inspections:** (pre-functional inspections)- At startup of individual units of equipment using “construction and pre-functional checklists” or “startup and checkout forms”. Installation inspections will be performed by the CxA, the installing contractor(s), or others, as per the procedures outlined in the Commissioning Plan. Installation inspections provide quality control to ensure that issues are discovered, documented and corrected prior to systems performance testing.
- b. During the process of installation inspections and systems performance testing, Consultant will evaluate whether the installed systems meet the criteria for the Project as set forth in the OPR and BOD.

3. Functional Performance Testing:

Functional Performance Testing (“FPT”) is a process whereby the completed systems are tested to verify performance according to the OPR and design intent. The installing contractor(s) are responsible for performing the test procedures. For the purposes of this proposal, it is assumed that functional testing is conducted after system start up and test and balance (if applicable) but prior to Owner occupancy.

- a. Consultant will assist in the coordination and scheduling of the FPT process for the number of hours described in the Summary of Fees above. Consultant will observe and document the FPT process as conducted by the installing contractors.
 - i. Consultant will verify the installation and performance of each commissioned system using sampling methodology allowed by USGBC. Multiple identical pieces of non-critical equipment may be functionally tested using a sampling strategy. “Identical” in this instance means (a) no significant difference in application, and (b) no significant difference in sequence of operation, and (c) no significant difference

in equipment size or capacity (i.e. greater than 25%). Consultant's scope assumes the "X% Sampling — Y% Failure" rule described in the Summary of Fees above, as follows:

- A sample block of X% of an equipment population will be randomly selected. (In no case shall fewer than three items be tested.)
 - A failure of Y% of that sample shall trigger testing of another X% sample block.
 - If Y% of the units in the second sample block fail, all remaining units in the population shall be tested.
- At the sole discretion of the CxA, the testing may be halted, and the responsible subcontractor tasked with remedial checkout of all remaining units before functional performance testing is resumed.

Failure retesting is not covered in this proposal. At the request of the Owner or Client, Consultant can provide an additional services proposal for select failure retests at an additional fee.
- ii. Consultant will compare the results with the OPR and the BOD, based on the functional performance checklist previously developed. Once all system components are installed, energized, programmed, balanced, and otherwise ready for operation under part-and full-load conditions. Consultant will witness testing in the sequence of operations to confirm central and packaged equipment control, including startup, shutdown, capacity modulation, emergency and failure modes, alarms, and interlocks to other equipment.

4. Final Commissioning Report & Close-out:

- a. **Current Facilities Requirements ("CFR") and Operations & Maintenance ("O&M") Plan:** Consultant will develop a CFR and O&M Plan, a document that records the status of building systems at the time of turnover, including the following:
 1. Sequence of operation.
 2. Equipment runtime schedules.
 3. Lighting levels.
 4. Systems narrative.
 5. Occupancy schedule.
 6. HVAC set-points.
 7. Minimum outside air requirements.
 8. Preventative maintenance plan.
 9. Cx program including periodic Cx requirements, ongoing Cx tasks and continuous tasks for critical facilities.
- b. **Final Commissioning Report:** After installation inspections and performance verification items have been completed, Consultant will prepare its commissioning report. Consultant will independently document, report and share recommendations with the Owner and Client directly throughout the commissioning process outlining issues and benefits as they arise throughout substantial completion. The Cx Report is a retrospective summary of the Cx process and includes results of the FPT and deficiencies known detailing the statement of corrections used or proposed at the time of report preparation.

OPTIONAL SERVICES – LEED FUNDAMENTAL COMMISSIONING:

- 5. Owner's Project Requirements Assistance: If requested
 - a. Consultant will provide up to one boilerplate Owner's Project Requirements ("OPR") document to the Owner for review and editing. Consultant will discuss any questions the Owner may have and will provide a final review of the edited document to help ensure that all key LEED-related criteria are included.
 - b. Consultant will assist the Project Design Team and Owner with updating the OPR as Project goals and strategies change.
- 6. Basis of Design ("BOD") Review and Comments: If requested
 - a. At the Client's request, Consultant will provide the Owner and Project Design Team with one round of review and comments on the BOD documents prepared by others.
- 7. Optional Systems Commissioned by Consultant: If requested
 - a. If the following systems are included in the Project scope they shall be commissioned as required by LEED or at the discretion of the Owner as an additional service for additional fees:
 - i. Domestic Water Booster Pumping.

- ii. On-Site Renewable Energy Generation.
- iii. Emergency Power Generation including only Genset and controls, fuel pumping, fuel monitoring, automatic transfer switching.
- iv. HVAC condensate collection and distribution.
- v. Sump/storm water pumps.
- vi. Rainwater harvesting including only collection, pumps and controls.
- vii. Irrigation including only pumps, sensors and controls.
- viii. Commercial refrigeration.

8. Specialty Systems Commissioned by Others: *If requested*

- a. At the Client's request, the following systems may be commissioned at the discretion of the Owner. Consultant will subcontract to one or more third-party specialists to deliver this scope, and will bill the service as reimbursable expenses:
 - Life Safety:
 - Energy Smoke Control Systems.
 - Fire Alarm Systems.
 - Fire Suppression Systems including only sprinklers and chemical response systems.
 - Conveyances including only elevators, escalators, and/or moving walkways.
 - Specialty laboratory equipment.

C. OPTIONAL SERVICES - LEED ENHANCED COMMISSIONING ("LEED ECx"):

In conjunction with the base scope of Fundamental Commissioning above, at the Client's request, Consultant can provide LEED Enhanced Commissioning services. As the CxA in charge of Enhanced Commissioning for the Project, Consultant serves as an objective advocate for the Owner and the Architect; and is responsible for directing the process in the completion of the enhanced commissioning requirements as outlined below.

1. CD/Permitting & Bidding Phase:

- a. **Designation of the Commissioning Authority (CxA):** Consultant will lead, review, and oversee the completion of the Enhanced Commissioning process activities per the approved drawings and specifications prepared by others.
- b. **Verify Inclusion of Systems Manual Requirements in Contract Documents:** Consultant will verify the inclusion of the System Manual requirements in the specification by the Project Design Team.
- c. **Verify Inclusion of Training Requirements in Contract Documents:** Consultant will verify the inclusion of the training requirements in the specification by the Project Design Team. Training requirements include the following:
 - List of positions requiring training;
 - List of systems requiring operator training;
 - Outline of level of training required; and
 - Tracking method to ensure all required equipment training is provided to the required personnel.

2. Construction Administration Phase:

- a. **Review Contractor(s) Submittals:** Consultant will provide up to one round of review of contractor submittals for systems being commissioned, including the Building Management System ("BMS") for compliance with the OPR and BOD. This review will be made of the submittal approved by the Architect/Engineer and then submitted to the Project Design Team and the Owner. Consultant will evaluate the submittals for the following:
 - Conformance with the OPR and BOD;
 - Fulfilling operation & maintenance requirements; and
 - Facilitating functional performance testing.

Consultant's review of contractor submittals does not replace or alter the scope or responsibility of the Project Design Team's role in approving submittals. *Consultant's notations are for the Architect's review and at its discretion, use in its shop drawing review and action process. The shop drawings and submittals for each Building Envelope System will be submitted to Consultant as one complete and coordinated package containing all shop drawings and listed submittals. Uncoordinated submissions shall be returned without review. Consultant's fee does not include As-Built drawings review.*

- b. **Verify Systems Manual updates and Delivery:**

Consultant will verify that the Systems Manual is submitted by the contractor and includes information needed to understand and operate the commissioned systems. This is in addition to the O&M manuals submitted by the contractor. The Systems Manual focuses on operating the equipment in an energy efficient way rather than maintaining the equipment, and includes the following for each commissioned system:

- Final version of the OPR and BOD;
 - System single-line diagrams;
 - As-built sequences of operations, control drawings, and original setpoints;
 - Operating instructions for integrated building systems;
 - Recommended schedule of maintenance requirements and frequency, if not already included in the project O&M manuals;
 - Recommended schedule for retesting of commissioned systems with blank test forms from the original commissioning plan;
 - Recommended schedule for calibrating sensors and actuators;
 - Confirmation of completed training for Owner and occupants;
 - Ongoing system optimization procedures; and
 - Final Commissioning Report.
- c. **Verify Training Delivery and Effectiveness:** Consultant will participate in up to one tele/videoconference training, provided by others (e.g. the equipment manufacturer, GC or subcontractor), to verify compliance of the training with the requirements defined in the Contract Documents, and for adequate delivery and effectiveness.
- d. **Ongoing Cx Plan:** Consultant will assist the Owner and Client with the development of an Ongoing Commissioning Plan. The plan will include procedures, blank test scripts and schedule for ongoing Cx activities to be performed by building maintenance staff or others.

3. Post-Occupancy Review:

- a. **Post-Occupancy Review of Building Operation About 10 Months After Substantial Completion:** Consultant will coordinate with the Owner, the Client and O&M staff, and will provide up to one site visit to review the facility and its performance within 10 months of substantial completion for compliance of operations with the Owner's requirements. Unresolved construction deficiencies, as well as any deficiencies identified in this Post-Occupancy Review, will be documented by Consultant in a Post-Occupancy Report including recommendations for further action. The installation contractor will be responsible for correction of construction deficiencies under manufacturer or contractor warranties. Any significant issues identified by Consultant that will not be corrected will be recorded in the Systems Manual.
- b. **Update Summary Cx Report, CFR and O&M Plan:** Consultant will issue a revised version of the Cx report, and updated CFR and O&M plans to include new information or system configurations resulting from the 10-month post-completion review.
- c. **Ongoing Cx Plan Update:** Consultant will provide one round of modifications to the ongoing Cx plan after the Post-Occupancy Review, as requested by the Owner or necessitated by changes to equipment or systems. *At the Client's request, Consultant can provide a separate proposal to perform ongoing commissioning activities for the facility.*

4. Systems Manual Document Assistance: If Requested

- a. At the Client's request, Consultant will assist the Project Design Team with incorporating Systems Manual training requirements into the Contract Documents.

5. BMS Training Participation: If Requested

- a. At the Client's request, Consultant will participate in up to one tele/videoconference training for the BMS system, provided by others, to verify compliance of the training with the requirements defined in the Contract Documents, and for adequate delivery and effectiveness.

OTHER SOCOTEC SERVICES AVAILABLE UPON REQUEST

- Consulting for other third-party rating systems.
- Blower door testing.
- Monitoring-based commissioning.
- Building envelope commissioning.
- Detail consulting for renewable systems.
- Three-dimensional heat flow analysis.
- WUFI moisture analysis.
- Computation fluid dynamics analysis.
- As-built energy model.
- Development of “green” operational plans.
- Preparing and responding to a LEED Appeal.
- Reviewing submittals that are not necessary to achieve the targeted LEED points.
- Reviewing and stamping paper submittals instead of electronic submittals.
- Healthy materials research.
- Indoor air quality testing.
- ASHRAE 62.1 calculations for EQcP1 & EQc2.
- Additional services to meet requirements for financial incentives or tax deductions and credits.
- Consulting on available Federal incentives programs.

Notes:

1. All fees are exclusive of reimbursable expenses unless otherwise noted.
2. Fees do not include an allowance for meetings or supervision except where specifically noted in the scope of services. Meetings are anticipated to be via tele/videoconference, or at Consultant’s office.
3. Budget estimate and/or not-to-exceed fees are based on Consultant’s projected work schedule set forth in this proposal. All work will be charged according to actual hours spent as per the rate schedule below. Although Consultant has attempted to provide an accurate estimate, the actual amount invoiced for this work could be higher or lower. Any not-to-exceed fees set forth in this proposal are not a guarantee that Consultant’s services will be completed for that amount. Rather, Consultant shall not exceed the fees in this proposal without obtaining advanced written authorization from the Client, authorization of which shall not be unreasonably withheld. Consultant shall notify the Client in writing by or before it completes the value of its fee and shall use reasonable efforts to provide the Client with notice if Consultant believes it will exceed the fee.
4. Hourly work will be charged according to actual hours spent as per the hourly rate schedule.
5. Any redesign obligation(s) will be performed on an hourly basis at the current year hourly rates when the work occurs.
6. Consultant’s level of effort set forth in this proposal assumes that the work will run continuously and be completed within the timeframes identified in the foregoing schedule. To the extent the Project incurs delays or scope changes, Consultant will require an adjustment to the fee and/or schedule.
7. Consultant shall invoice, and Client shall pay, for reimbursement of reasonable and customary out-of-pocket expenses that are directly incurred by Consultant in connection with the Engagement, including but not limited to messenger, travel, meals, accommodations, and other expenses specifically related to the Engagement. Consultant shall also invoice, and Client shall pay, 4.5% of Consultant’s fees as a reasonable allocation of indirect expenses such as Project setup, computer services, and certain other Project delivery related expenses including in-house reproduction, field reporting software & other I.T. related to technical work product that are not billed as direct reimbursable expenses.
8. Payment terms: **\$ 5,000.00 is due upon authorization of this proposal. This will be credited against the final invoice.** Invoices will be issued monthly and are due upon receipt. Consultant will invoice lump sum fees to the Client based upon Consultant’s work in place on a percent complete basis, based upon the shorter of work completed or time allotted. Budget estimates, not-to-exceed and hourly fees will be billed monthly as they occur. After 30 days, 1½ % per month a late fee will be charged. Consultant reserves the right to stop work on projects where invoices remain unpaid for over 60 days. Collection fees, including attorneys’ fees, if required, will be charged to the Client.
9. Reimbursable expenses: are all expenses incurred by Consultant in connection with this Project on behalf of the Client and will be marked up by 15%. Reimbursable Expenses include, but are not limited to travel, long distance telephone charges, IT services, messenger service and reproduction costs. Subconsultants engaged by Consultant in connection with the Services to be provided shall be billed at Consultant’s personnel rates as set forth herein. Laboratory fees and tests will be billed at a multiple of 1.25 of actual cost. All air travel in excess of four hours will be in business class. Travel time will be invoiced per the listed hourly rates.

LEED NOTES:

Cooperation from the team: Consultant’s assistance will help achieve the LEED rating, but does not include all services necessary for certification. Of necessity, the Project Design Team and construction team will need to actively participate in the process. This will include providing drawing files, cut sheets, and other information to Consultant, as well as preparing specific LEED templates and other miscellaneous tasks. Consultant cannot be responsible for delays in, and/or omissions to the LEED documentation that results from lack of response from the Project Design Team, construction team, or Client team to Consultant requests. Consultant does not guarantee that a LEED rating will be obtained.

- Electronic documents issued by Consultant: Any documents from Consultant to the Project Design Team will be submitted and/or distributed electronically only.
- Specifications in electronic format: The fee proposal assumes that Consultant will receive an electronic copy of the specifications in Microsoft Word. Proposed changes by Consultant will be issued electronically in Track Changes mode. If the Project Design Team elects to give hard copies instead, this will require significant additional work and therefore additional services.
- Method of providing LEED specifications: The fee proposal assumes that Consultant provides LEED specification language to the Project Design Team, for insertion by the Project Design Team into the specs. Consultant can edit the architect’s individual specification sections as an optional service.
- Payment of GBCI fees: Consultant’s fees do not include payments that will need to be made by the Owner to the GBCI for a) registering the Project; b) design and construction phase submissions for certification; c) credit interpretation rulings; and d) certification fee. Consultant does not include these GBCI fees because they are subject to change and because the Owner pays them directly. In case the Owner elects to have Consultant pay the submission fees, Consultant will collect payment from the Owner in advance.

TERMS, EXCLUSIONS & CONDITIONS:

1. PURSUANT TO FLORIDA STATUTE 558.0035, THE PARTIES AGREE THAT NO INDIVIDUAL PROFESSIONAL ENGINEER OR ARCHITECT, OR THEIR EMPLOYEES, SHALL BE HELD INDIVIDUALLY LIABLE OR RESPONSIBLE FOR DAMAGES RESULTING FROM NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF PROFESSIONAL SERVICES RENDERED UNDER THIS AGREEMENT.
2. Exclusions:
 - Labor associated with onsite testing other than oversight.
 - Mechanical, electrical, plumbing work of any kind such as equipment purchasing, installation, troubleshooting, and start-up.
 - Operation, programming, start-up and/or troubleshooting of building automation system.
 - Any Test, Balance, and Adjustment work.
 - Completion of pre-functional checklists. (Preparation of blank pre-functional checklists for use by Others is included.)
 - Any re-testing due to system deficiency, team member absence, lack of system or facility availability, etcetera. Financial liability due to aborted testing or re-testing for any reason is specifically disclaimed.
 - Any inspection or approval of post-test deficiency correction.
 - Post-construction endurance testing.
 - Drafting or issuing Certificate of Readiness.
 - Coordination and/or management of punch-list.
 - Coordination and/or management of on-site contractors to prepare systems for testing (i.e. pipe clean, flush, fill, pressure test; equipment efficiency/performance testing, elevators, escalators, dumb waiters, etc.) or documenting same.
 - All plumbing systems excluded except for Domestic Hot Water Heaters ("DHW"), Domestic Hot Water Recirculation Pumps ("DWRP"), Domestic Hot Water Storage Tanks ("ST"), Heat Exchangers ("HX"), and thermostatic mixing valves ("TMV").
 - Fire protection, fire alarm, or life safety systems.
 - Natural gas systems except with respect to meters and supply to service water heating.
 - Commissioning of renewable energy systems, if applicable.
 - Fenestration Control Systems, if applicable.
3. If the Owner and Design Professionals do not provide the Owner Project Requirements and/or Basis of Design, then Consultant will be paid in full regardless of the certification outcome.
4. Unless specifically noted in the scope of services in this proposal, Consultant will not perform commissioning of non-energy related systems, such as fire protection alarms, controls, equipment, signals and systems, IT, security, elevators, plumbing, etc.
5. Consultant will not be responsible for coordination of work and payment requisition approvals.
6. Equipment required to gain access to the interior and exterior areas to be monitored, such as ladders, scaffold and scaffold operator, etc. will be provided by the Client at its expense. Access and coordination are the responsibility of the Client.
7. Consultant will use prescriptive Building and/or Energy Code requirements (unless provided with more stringent requirements and those requirements associated values by the Client or Architect) as the basis for performing consulting and/or monitoring services contained within this proposal.
8. Contract Documents: As used in this proposal, reference to "Contract Documents" shall include applicable: Project design drawings and specifications issued prior to the execution of the Construction Contract.
9. Approved Submittals: As used in this proposal, reference to "Approved Submittals" shall include applicable: shop drawings, schedules, catalog cuts, samples, or reports approved by the Architect.
10. All necessary documents, drawings and other relevant background information for the Project will be provided to Consultant by the Client.
11. Consultant will not verify the supporting structure, i.e., building skeleton, floor slabs and embedments, and any other structural work.
12. Consultant will not conduct any instrumented alignment and measurement checks.
13. When deviations or deficiencies are observed and reported by Consultant, Consultant will request that the engineer of record for either the structure or the exterior wall approve remedial details.
14. Laboratory and/or jobsite testing services and roofing and waterproofing services, unless specifically noted in the scope of services in this proposal, are not included. If needed, Consultant can provide an additional proposal for these services.
15. Review and/or inspections of balcony railings, unless specifically noted in the scope of services in this proposal, are not included. If needed, Consultant can provide an additional proposal for these services.
16. The Client will give five (5) business days prior written notice to Consultant before all monitoring, meetings, job site visits as well as prior to the commencement of each task and/or Scope of Services item.
17. Consultant will not have control or charge of and shall not be responsible for: (i) construction means, methods, techniques, sequences or procedures; (ii) for safety precautions and programs in connection with the work, for the failure of the Contractor, subcontractors, or any other person performing any of the work, to carry out the Work in accordance with the Contract Documents. If Consultant has knowledge of such failures it shall inform the Client.
18. The service provided by Consultant hereunder is a visual observation of readily accessible areas and systems. Latent or concealed defects which are not readily accessible and otherwise not visible or defects which could not be evaluated without using destructive testing methods (i.e. opening of column enclosures, opening of walls opening of ceilings, etc.) are not reviewed.
19. All issues regarding hazardous and toxic materials, sidewalk safety and bridges and all other issues regarding job site safety are the sole responsibility of the Client, and will not be addressed by Consultant.
20. Consultant does not provide or imply any warranty, guaranty, promise to perform or assurance of any kind whatsoever.
21. With regard to monitoring elements which can be observed only when the walls are open (e.g., fire safing), the Client will have the sole responsibility of coordination between parties and of providing adequate notification to Consultant as to when the observations can be made before the wall is closed. If it becomes necessary for the wall to be reopened in order to allow for the appropriate observation (e.g., of the fire safing etc.), the Client will be responsible for all associated costs.
22. Consultant is acting as third-party observers. Any actions taken and/or decisions made as a result of any recommendation and/or services provided by Consultant shall be at the entire risk and obligation of the Client.
23. In the event that Consultant will be compelled to participate in any dispute resolution proceedings to which it is not a party arising from this Agreement, Consultant shall be compensated and reimbursed by Client for all reasonable expenses incurred by Consultant as a result of its participation.
24. Hazardous and Toxic Materials: Consultant shall have no responsibility for the discovery, removal, diagnosing and otherwise preventing the formation of, or

protecting against hazardous and toxic materials, organisms and substances at the Project. The Client or Owner shall bring no claim against Consultant relating to the presence of asbestos, hazardous wastes or any other hazardous or toxic materials at the Project. To the fullest extent permitted by law the Client or Owner shall indemnify, defend and hold harmless Consultant from and against any and all claims, causes or action, damages, losses, liabilities and expenses, including but not limited to attorney's fees and insurance deductibles, arising out of the presence of asbestos, hazardous wastes or any other hazardous or toxic materials at the Project site.

25. Arbitration: In the event of a claim, dispute or other matter in question between the parties arising out of or relating to this Agreement, it shall be resolved by through binding arbitration administered by the American Arbitration Association in accordance with the American Arbitration Association construction rules and procedures then in effect. Such arbitration proceeding shall be conducted in New York, New York or Miami, Florida unless the parties mutually agree to another location. Arbitration shall be conducted by a single arbitrator jointly selected by the parties, and in the event the parties cannot agree on the selection of the arbitrator within twenty business days from commencement of such action, the arbitrator shall be appointed pursuant to the American Arbitration Association rules. The arbitrator shall decide the dispute expeditiously, the parties' objective being to have a reasoned award and decisions within ninety (90) calendar days from joinder of issue. The arbitrator may extend this period as necessary or appropriate. The arbitrator shall allow limited discovery as is appropriate and fair to the parties. A demand for arbitration shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all claims then known to that party on which arbitration is permitted or demanded. The unsuccessful party therein shall pay costs and reasonable attorneys' fees incurred by the prevailing party in such amount as shall be determined by the arbitrator.
26. Limitation of Liability: The principals, employees, affiliates, parents and agents of Consultant shall in no event be personally liable to the Client or any other third party. In no event shall Consultant be liable to the Client, or any other entity, for an amount in excess of the actual fees collected by Consultant for this engagement, nor for any consequential, incidental, economic, special, reliance, liquidated, performance, expectation or delay damages or for any design or construction defects. This provision shall survive termination or completion of this Agreement.
27. Indemnification: Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold Consultant harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by Client's negligence, acts, breach of this Agreement, errors or omissions and those of its contractors, subcontractors or consultants or anyone for whom Client is legally liable, and arising from the Project. This provision shall survive termination or completion of this Agreement.
28. Notice of Claims: For purposes of notice hereunder and for any other notice required by this Agreement, notice shall be given by nationally recognized courier service, certified mail or by hand delivery as follows:
If to the Client: refer to cover page of this document.
If to Consultant: Chief Executive Officer, SOCOTEC Consulting, Inc., 151 West 42nd Street, 24th Floor, New York, New York 10036
29. Suspension of Services and Termination: The Agreement may be terminated by either party with seven calendar days advanced written notice to the other party. Consultant shall be entitled to suspend performance of its services under this Agreement if the Client fails to make payments in accordance with the terms of this Agreement. Client shall not be entitled to recover from Consultant any delay or other damages as a result of the invocation of Consultant's right to suspend its services or terminate the Agreement. Upon termination, Client agrees to compensate Consultant for all undisputed services provided up to the date of termination, and the foregoing provisions shall survive termination.
30. Captions and titles of the different sections of this Agreement are solely for reference and are not considered as substantive parts of this Agreement.
31. The sole beneficiaries of this Agreement and the services to be provided hereunder are the parties hereto. This Agreement is not intended and shall not be deemed to confer any benefit or rights upon persons or entities other than the parties hereto, except as set forth in the indemnification section herein.
32. Client's representative listed on the cover page of this document shall be the representative of the Client with the authority to bind the Client for purposes under this Agreement.
33. This Agreement and the rights and obligations of the parties shall be interpreted, governed by, construed and enforced in accordance with the laws of the State of Florida, without giving effect to principles of conflicts of laws.
34. This Agreement is the entire agreement and expresses the entire understanding between the Parties as to the subject matter herein. All other agreements between the parties, either express or implied are superseded and replaced in their entirety by this Agreement.



September 29, 2024

Chris Zimmerman
CPZ Architects
4316 W Broward Boulevard
Plantation, FL 33317

Re: Lake Worth Beach Public Works

Dear Mr. Zimmerman:

Whitman, Requardt and Associates, LLP (WRA) is pleased to submit our proposal for the permitting, bidding, and construction administration services for the new public works facility for Lake Worth Beach.

1.0 Background

- a. It is our understanding that the purpose of this effort is to update the current drawing package for a new permit package. The project was originally designed and managed by ACAI Architects. CPZ will now be the primary architect overseeing the permitting, bidding, and construction of the project.

2.0 Scope of Services

- a. See Attached Scope of Work.

3.0 Scope of Services by CPZ Architects

- a. Project Management for the referenced project.
- b. Provide updated models and border files.
- c. Provide a complete set of project deliverables for permitting and bidding.

4.0 Clarifications

- a. WRA's liability is limited to the value of its compensation.
- b. WRA's work excludes LEED documentation and energy analysis.
- c. Only the Vehicle Service drawings will be signed and sealed. The Equipment drawings will be marked as "For Reference Only".
- d. The effort assumes no major changes to the overall design package.

5.0 Compensation

- a. Proposed compensation is a lump sum cost of \$27,210 in labor costs and \$1620 in expenses.
- b. WRA bills additional services at the following rates.
 - i. Maintenance/Operations Planner - \$205/HR
 - ii. Equipment Specialist - \$95/HR

We look forward to providing our services to your office on this important planning project. If you have any questions or comments regarding our proposal or the project in general, please contact us, at your convenience to discuss them.

Very truly yours,

Whitman, Requardt and Associates, LLP

A handwritten signature in black ink, appearing to read "Ryan Seymore". The signature is fluid and cursive, with a long horizontal stroke at the end.

Ryan Seymore

Associate



SCOPE OF WORK

City of Lake Worth – Public Works

9/29/2024

TASK E: Drawings and Specification Updates

Work Elements:

Maintenance Equipment

- Update drawings and specifications with CPZ border. CPZ will issue the updated border for inclusion into the Equipment and Vehicle Service drawings.
- Update Specifications with CPZ header and footer. Reformatting of the specifications beyond the header and footer is not included.
- No changes to equipment layouts is included.

Deliverables:

- Equipment and Vehicle Service Layout Drawings on updated border.
- Specifications with updated header and footer

Estimated Travel: None

Estimated Fee:

- Labor: \$4,310
- Expenses: to be billed as incurred not to exceed: \$0

TASK F: Permitting and Bidding

Work Elements:

Permitting

- Review and respond to permit questions and reissue drawings as required. Note that the Equipment drawings are not signed and sealed and will be for reference only. The Vehicle Services drawings (compressed air and lubrication) will be signed and sealed.

Bidding

- Review and respond to bidder's questions and requests for substitutions related to maintenance equipment specified by WRA.
- Prepare addendum items to clarify the intent of the bid documents related to maintenance equipment.
- Assist in the review of equipment bids for specification compliance.

Deliverables:

- Written Response to Questions during Bidding and Permitting.
- Addendum Items, as necessary.

Estimated Travel: None.

Estimated Fee:

- Labor: \$6,760
- Expenses: to be billed as incurred not to exceed: \$0

TASK G: Construction Administration Services

Work Elements:

Construction

- Review and respond to contractor's submittals (shop drawings, product literature, operation and maintenance manuals) on shop equipment, compressed air, and lubrication.
- Review and respond to requests for clarification from the contractor.
- Review and respond to requests for change orders and assist in the preparation of change orders for WRA specified equipment items as necessary.
- Make one on-site reviews during construction and final punch-out.

Deliverables:

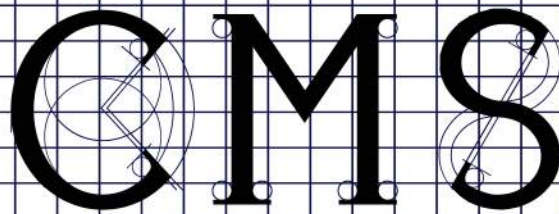
- Response to Submittals.
- Written Response to Requests for Clarification, as necessary.
- Field Notes Documenting Observations During Punchlist.

Estimated Travel: One 2 day trip.

Estimated Fee:

- Labor: \$16,140
- Expenses: to be billed as incurred not to exceed: \$1,620





CONSTRUCTION MANAGEMENT SERVICES

11555 Heron Bay Blvd, Suite 204, Coral Springs FL 33076 – 954-481-1611

Proposal

CMS-Construction Management Services, Inc.
11555 Heron Bay Blvd., Suite 204
Coral Springs, FL 33076

Contact: Wayne Birch
Phone: (954) 481-1611
Email: wbirch@cms-construction-services.com

Lake Worth Fleet and Public Works Administration Facility

Proposal Date: **09/13/24**

Proposal Valid Through: **03/13/25**

Customer

Company: **CPZ Architects, Inc.**
Project 1749 3rd Ave
Address: South Lake Worth Beach
Florida

Customer Contact

Contact: **Chris Zimmerman**
Title: President
Phone: 954-792-8525 Ext. 105
Email: chris@cpzarchitects.com

CMS, Inc. is pleased to provide Professional Cost Estimating Services in response to your request. The local line-item construction costs. We will provide the services necessary to prepare cost estimates for the following items, which includes relevant coordination and revision meetings.

Scope of Basic Services:

CMS will provide a 100% CD Cost Estimate for the Lake Worth Fleet and Public Works Administration Facility referencing plans and scope of work provided by **CPZ Architects, Inc.** CMS will also be providing a LEED (Gold Level) Cost Estimate that will be based on design changes made to the 100% CD set of drawings.

CMS

100% CD Cost Estimate			
<i>Title</i>	<i>Hours</i>	<i>Rate</i>	<i>Total</i>
Project Manager	9	\$ 132.78	\$ 1,195.02
Senior Estimator	96	\$ 133.26	\$ 12,792.96
Total			\$ 13,987.98

LEED Estimate			
<i>Title</i>	<i>Hours</i>	<i>Rate</i>	<i>Total</i>
Project Manager	2	\$ 132.78	\$ 265.56
Senior Estimator	20	\$ 133.26	\$ 2665.20
Total			\$ 2930.76


Payment Terms

Payment terms are **NET30** unless otherwise agreed or bound by sub-contractor or other superseding agreements.

Thank you and we look forward to working with you. Should you agree to the above, please sign in the space provided below and return a copy to our office for processing.

CMS –Construction Management Services Inc.

CPZ Architects, Inc.

By: 

Signature - Wayne Birch

Principal

Title

9/13/2024

Date

By: _____

Signature

Title

Date