

**AGREEMENT FOR  
PROFESSIONAL SERVICES**

**THIS AGREEMENT** is made as of the 11th day of May in the year 2020, between **THE CITY OF LEESBURG**, a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the “CITY” or “CLIENT”), and **CPH, INC.** whose address is 500 W. Fulton Street, Sanford, Florida 32771 (hereinafter referred to as “PROFESSIONAL” or “CPH”).

**WHEREAS**, the CITY issued Request for Qualifications (RFQ) 200033 to contract with a qualified professional or firm to provide professional services to design a new Teen Enrichment Center facility.

**WHEREAS**, the CITY evaluated all responses to RFQ 200033 in accordance with Florida Statute 287.055 – Consultants Competitive Negotiation Act and CPH, Inc. is the top ranked firm among all firms submitting proposals;

**NOW, THEREFORE**, in consideration of the mutual benefits accruing to the parties to this Agreement, and for other good and valuable considerations, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **Contract Documents.** The following documents and information are incorporated by reference and made part hereof; and shall comprise the Contract Documents.
  - a. This Agreement; and
  - b. Request for Qualifications (RFQ) package 200033 – Professional Services Aquatic Facility; and
  - c. PROFESSIONALS response to RFQ 200033 submitted November 14, 2019 at 11:59:45 AM EST; and
  - d. PROFESSIONALS Scope of Services included as Attachment ‘A’.
  
2. **Services.** The PROFESSIONAL shall perform the services as described in PROFESSIONAL’s Scope of Services included as Attachment ‘A’ and generally described as, Architectural and Engineering Services for the Leesburg Teen Enrichment Center. Nothing herein shall limit the CITY'S right to obtain proposals or services from other professionals for similar projects.
  
3. **Compensation.** Compensation shall be in accordance with the professional services compensation included in Attachment ‘A’. The cost of the services shall not exceed **\$234,125.00** unless the CITY has executed a written change order approving any increase in compensation.

4. **Payment.** CITY shall compensate PROFESSIONAL for their services in accordance with the Florida Prompt Payment Act and the Terms and Conditions of this Agreement.

5. **Authorized Expenses.** The CITY will not be liable for any expenses incurred by the PROFESSIONAL prior to the issuance of a Notice to Proceed except as authorized by the CITY in writing.

6. **Term.** The term of this Agreement shall be for a period of three (3) years or until the terms and conditions of this Agreement, including, but not limited to, its Scope of Services, have been completed, whichever occurs first, as determined by the CITY. Work shall begin within ten (10) calendar days from the date the CITY issues a Notice of Award.

7. **Termination.** All or part of this Agreement may be terminated under the following conditions;

a. **For Convenience**

- i. The CITY may, by written notice to the PROFESSIONAL, terminate this Agreement for its convenience and without cause or default on the part of PROFESSIONAL. Upon receipt of the notice of termination, except as explicitly directed by the CITY, the PROFESSIONAL must immediately discontinue all services affected.
- ii. Upon termination of the Agreement, the PROFESSIONAL must deliver to the CITY all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the PROFESSIONAL under this contract, whether complete or partially complete.
- iii. CITY agrees to make just and equitable compensation to the PROFESSIONAL for satisfactory work completed up through the date the PROFESSIONAL receives the termination notice. Compensation will not include anticipated profit on non-performed services.
- iv. CITY further agrees to hold PROFESSIONAL harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

b. **Termination for Default**

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

- i. **Termination by Owner:** The CITY may terminate this Agreement in whole or in part, for the failure of the PROFESSIONAL to:
  1. Perform the services within the time specified in this contract or by CITY approved extension;
  2. Make adequate progress so as to endanger satisfactory performance of the Project;
  3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the PROFESSIONAL must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the PROFESSIONAL must deliver to the CITY all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the PROFESSIONAL under this contract, whether complete or partially complete.

CITY agrees to make just and equitable compensation to the PROFESSIONAL for satisfactory work completed up through the date the PROFESSIONAL receives the termination notice. Compensation will not include anticipated profit on non-performed services.

CITY further agrees to hold PROFESSIONAL harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the CITY determines the PROFESSIONAL was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the CITY issued the termination for the convenience of the CITY.

- ii. **Termination by Professional:** The PROFESSIONAL may terminate this Agreement in whole or in part, if the CITY:
  1. Defaults on its obligations under this Agreement;

2. Fails to make payment to the PROFESSIONAL in accordance with the terms of this Agreement;
3. Suspends the Project for more than one-hundred eighty (180) days due to reasons beyond the control of the PROFESSIONAL.

Upon receipt of a notice of termination from the PROFESSIONAL, CITY agrees to cooperate with PROFESSIONAL for the purpose of terminating the agreement or portion thereof, by mutual consent. If CITY and PROFESSIONAL cannot reach mutual agreement on the termination settlement, the PROFESSIONAL may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the CITY's breach of the contract.

In the event of termination due to CITY breach, the PROFESSIONAL is entitled to invoice CITY and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the PROFESSIONAL through the effective date of termination action. Owner agrees to hold PROFESSIONAL harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

8. **Insurance.** The PROFESSIONAL will maintain throughout this Agreement the following insurance:

- a. The original of each such policy of insurance, or a complete duplicate, shall be delivered to CITY by PROFESSIONAL prior to starting work, together with evidence that the premiums have been paid.
- b. All required insurance shall be provided by insurers acceptable to the CITY with an A.M. Best rating of at least "A."
- c. The PROFESSIONAL shall require, and shall be responsible for assuring that any and all of its subcontractors secure and maintain such insurance that are required by law to be provided on behalf of their employees and others until the completion of that subcontractors work.
- d. The required insurance shall be secured and maintained for not less than the limits required by the CITY, or as required by law, whichever is greater.
- e. The CITY does not represent these coverages or amounts to be adequate or sufficient to protect the PROFESSIONAL'S interests or liabilities, but are merely required minimums.
- f. All liability insurance, except professional liability, shall be written on an occurrence basis.

- g. The PROFESSIONAL waives its right of recovery against the CITY to the extent permitted by its insurance policies.
- h. Insurance required of the PROFESSIONAL, or any other insurance of the PROFESSIONAL shall be considered primary, and insurance of the CITY, if any, shall be considered excess as applicable to any claims, which arise out of the agreement, contract or lease.
- i. Except for workers' compensation and professional liability, the PROFESSIONAL'S insurance policies shall be endorsed to name the CITY OF LEESBURG as additional insured to the extent of the agreement, contract or lease.
- j. The Certificate(s) of Insurance shall designate the CITY as certificate holder as follows:
  - City of Leesburg
  - Attention: Mike Thornton, Purchasing Manager
  - P.O. Box 490630
  - Leesburg, Florida 34749-0630
- k. The Certificate(s) of Insurance shall include a reference to the project and/or purchase order number.
- l. The Certificate(s) of Insurance shall indicate that the CITY shall be notified at least thirty (30) days in advance of cancellation.
- m. The Certificate(s) of Insurance shall include all deductibles and/or self-insurance retentions for each line of insurance coverage.
- n. The PROFESSIONAL, at the discretion of the Risk Manager for the CITY, shall provide information regarding the amount of claims payments or reserves chargeable to the aggregate amount of the PROFESSIONAL'S liability coverage(s).

9. **Individual Liability.**

**PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF PROFESSIONAL MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.**

10. **Indemnification.** The PROFESSIONAL shall indemnify the CITY and hold it, its officers, and its employees harmless from liabilities, losses, and costs, including, but not limited to, reasonable attorney's fees to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the PROFESSIONAL and persons employed or utilized by the PROFESSIONAL in the performance of this Agreement. The liability of the PROFESSIONAL

shall, however, be limited to one million and 00/100 dollars (\$1,000,000.00) per occurrence, and the obligation of the PROFESSIONAL to indemnify the CITY shall be limited to intentional misconduct or negligent acts, omissions, or defaults of the PROFESSIONAL; any contractors, subcontractors, sub-subcontractors, materialmen, or agents or employees of any of them, providing labor, services or materials in connection with the project; and the CITY, its officers, agents and employees, provided however that the PROFESSIONAL shall not be obligated to indemnify the CITY against losses arising from the negligence, or willful, wanton, or intentional misconduct of the CITY, its officers, agents and employees, or against statutory violations or punitive damages except to the extent caused by or resulting from the intentional misconduct or negligent acts or omissions of the PROFESSIONAL, or any contractors, subcontractors, sub-subcontractors, materialmen, or agents or employees of any of them, providing labor, services, or materials in connection with this Agreement.

11. **Codes, Laws, and Regulations.** PROFESSIONAL will comply with all applicable codes, laws, regulations, standards, and ordinances in force during the term of this Agreement.

12. **Permits, Licenses, and Fees.** PROFESSIONAL will obtain and pay for all permits and licenses required by law that are associated with the PROFESSIONAL'S performance of the Scope of Services.

13. **Access to Records.** PROFESSIONAL will maintain accounting records, in accordance with generally accepted accounting principles and practices, to substantiate all invoiced amounts. Said records will be available for examination by the CITY during PROFESSIONAL'S normal business hours.

Additionally, PROFESSIONAL must maintain an acceptable cost accounting system. The PROFESSIONAL agrees to provide the CITY or any of their duly authorized representatives, access to any books, documents, papers, and records of the PROFESSIONAL which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The PROFESSIONAL agrees to maintain all books, records and reports required under this contract for a period of not less than five (5) years after final payment is made and all pending matters are closed.

14. **Public Records Retention.** PROFESSIONAL shall keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the services being provided by PROFESSIONAL herein in accordance with Chapter 119, Florida Statutes. PROFESSIONAL shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. PROFESSIONAL shall meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of the PROFESSIONAL upon termination of

this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY by PROFESSIONAL in a format that is compatible with the information technology systems of the CITY.

15. **Contingent Fees Prohibited.** The PROFESSIONAL warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the PROFESSIONAL, 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 PROFESSIONAL any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. In the event of a breach of this provision, the CITY shall have the right to terminate this Agreement without further liability and at its discretion, deduct from the contract price, or otherwise recover, the full amount of any such fee, commission, percentage, gift or consideration paid in breach of this Agreement.

16. **Ownership of Documents.** All data, specifications, calculations, estimates, plans, drawings, construction documents, photographs, summaries, reports, memoranda, and other documents, instruments, information and material prepared or accumulated by the PROFESSIONAL (or by such sub-consultants and specialty consultants) in rendering services hereunder shall be the sole property of the CITY who may have access to the reproducible copies at no additional cost other than printing. Provided, that the PROFESSIONAL shall in no way be liable or legally responsible to anyone for the CITY's use of any such materials for another PROJECT, or following termination. All original documents shall be permanently kept on file at the office of the PROFESSIONAL.

17. **Independent Contractor.** The PROFESSIONAL agrees that it is an independent contractor and not an agent, joint venture, or employee of the CITY, and nothing in this Agreement shall be construed to be inconsistent with this relationship or status. None of the benefits provided by the CITY to its employees, including but not limited to, workers' compensation insurance, unemployment insurance, or retirement benefits, are available from the CITY to the PROFESSIONAL. PROFESSIONAL will be responsible for paying its own Federal income tax and self-employment tax, or any other taxes applicable to the compensation paid under this Agreement. The PROFESSIONAL shall be solely and entirely responsible for his or her acts during the performance of this Agreement.

18. **Assignment.** Neither party shall have the power to assign any of the duties or rights or any claim arising out of or related to the Agreement, whether arising in tort, contract, or otherwise, without the written consent of the other party. These conditions and the entire Agreement are binding on the heirs, successors, and assigns of the parties hereto.

19. **No Third Party Beneficiaries.** This Agreement gives no rights or benefits to anyone other than the PROFESSIONAL and the CITY.

20. **Jurisdiction.** The laws of the State of Florida shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it. In the event of any litigation arising under or construing this Agreement, venue shall lie only in Lake County, Florida.

21. **Contact Person.** The primary contact person under this Agreement for the PROFESSIONAL shall be John Baer, AIA, Vice-President/Associate (email: jbaer@cphcorp.com). The primary contact person under this Agreement for the CITY shall be Travis Rima, Director of Recreation (email: travis.rima@leesburgflorida.gov).

22. **Notices.** All notices required under this Agreement shall be in writing and sent by United States mail, certified or registered, with return receipt requested and postage prepaid, or by nationally recognized courier service to the address of the party set forth below. Any such notices shall be deemed given when received by the party to whom it is intended.

CONTRACTOR: John Baer, Director of Architecture  
500 West Fulton Street  
Sanford, FL 32771  
Phone: 407.322.6841 x1103  
Email: jbaer@cphcorp.com

CITY: City of Leesburg  
Attn: Mike Thornton, Purchasing Manager  
204 N. 5<sup>th</sup> Street  
Leesburg, FL 34748  
Phone: 352.728.9880  
Email: mike.thornton@leesburgflorida.gov

23. **Approval of Personnel.** Key Personnel: The City reserves the right to discontinue (terminate) when key personnel identified in the PROFESSIONAL's response to the original Request for Qualifications are not available. The CITY reserves the right to approve the contact person and the persons actually performing the services on behalf of PROFESSIONAL pursuant to this Agreement. If CITY, in its sole discretion, is dissatisfied with the contact person or the person or persons actually performing the services on behalf of PROFESSIONAL pursuant to this Agreement, CITY may require PROFESSIONAL assign a different person or persons be designated to be the contact person or to perform the PROFESSIONAL services hereunder.



24. **Subcontractors.** The CITY reserves the right to approve all subcontractors for tasks performed under this Agreement. Responsibility for the performance of the contract remains with the PROFESSIONAL exclusively. Subcontractors may be added to this contract during the contract period only with prior written permission from the CITY

25. **Disclosure of Conflict.** The PROFESSIONAL has an obligation to disclose to the CITY any situation that, while acting pursuant to this Agreement, would create a potential conflict of interest between the PROFESSIONAL and his duties under this Agreement.

26. **Counterparts.** Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. The CITY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

27. **Authority to Obligate.** Each person signing this agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and bind and obligate such party with respect to all provisions contained in this agreement.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date indicated in the preamble to the Agreement.


CPH, INC.

By: John Baer  
John Baer (Apr 22, 2020)


Printed: John Baer

Its: Vice President / Associate  
Title

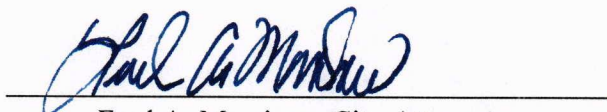
THE CITY OF LEESBURG, FLORIDA

By:   
Elise Dennison, Mayor

ATTEST:

  
J. Andi Purvis, City Clerk

Approved as to form and content:

  
Fred A. Morrison, City Attorney

**ATTACHMENT 'A'**



**SCOPE OF SERVICES**

**CITY OF LEESBURG  
TEEN CENTER FACILITY  
IN  
185 Griffin Road  
LEESBURG, FL**

**March 17, 2020  
April 1, 2020 (Revised)**

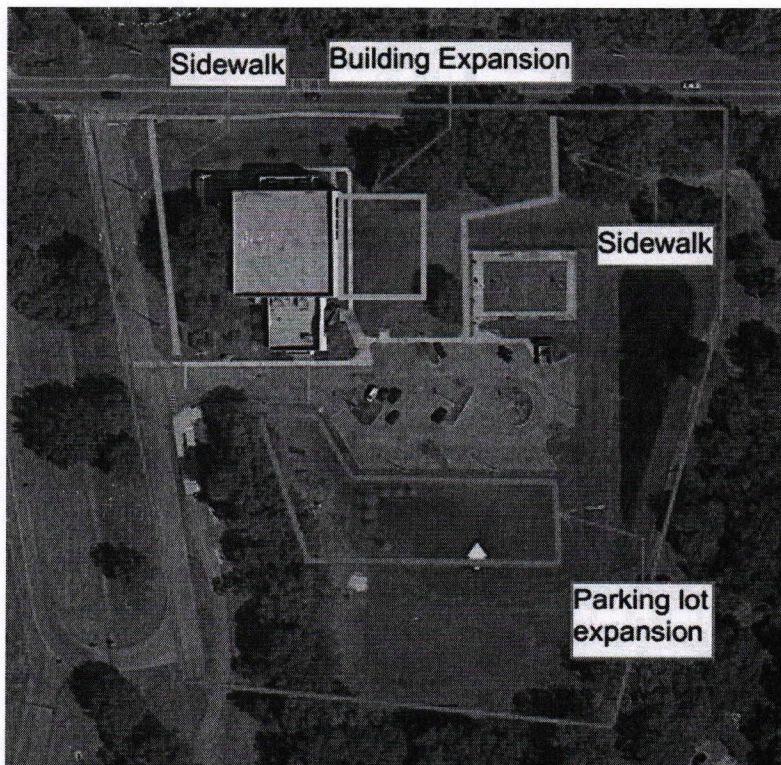
**CPH, Inc.  
ARCHITECTURAL AND ENGINEERING DESIGN SERVICES**

**BASIC SERVICES OF THE CONSULTANT**

**PART I**

**PROJECT DESCRIPTION**

The City of Leesburg has requested CPH, Inc. to provide Architectural and Engineering services for the proposed Teen Center Facility improvements for the Recreational Complex located at 185 Griffin Road. Development shall include the design of a Teen Center Facility building expansion of up to 10,000sf expansion of the existing parking lot, and associated site improvements. Supporting elements shall include two new sidewalks connecting the existing trail and the existing basketball courts to the existing sidewalk along Griffin Road and required stormwater improvements (see exhibit below).



## **ATTACHMENT 'A'**

### **SCOPE OF SERVICES**

#### **A. SURVEYING**

All services will be performed per Rule Chapter 5J-17 of the Florida Administrative Code in compliance with the Standards of Practice of Surveying and Mapping of the State of Florida.

##### **1.0 TOPOGRAPHIC SURVEY**

Perform a Topographic Survey of a portion of Alternate Key Number 3847960 per Lake County Property Appraiser located at 185 Griffin Road, Leesburg, Lake County, Florida. Containing approximately 7.47 acres (see area depicted in red on the attached "Survey Site Exhibit" for limits).

- Field locate sufficient existing monumentation as depicted on the Client provided Boundary and Topographic Survey prepared by Farner Barley and Associates, Inc., Job No. 941151.004, dated 04/30/04 to indicate positions of topographic information.
- 100' topographic grid of area depicted in red on the attached "Survey Site Exhibit" where accessible.
- Location of existing visible above ground improvements & visible utilities within scope (inverts, pipe sizes and materials on accessible structures only).
- Locate top of bank to water line at the time of survey and pond bottom of the existing wet pond.
- Signed and sealed Topographic Survey.

##### **2.0 TREE LOCATION**

- Location of trees as marked/flagged by CPH's Certified Arborist within scope.

##### **3.0 UNDERGROUND UTILITY DESIGNATION/LOCATION**

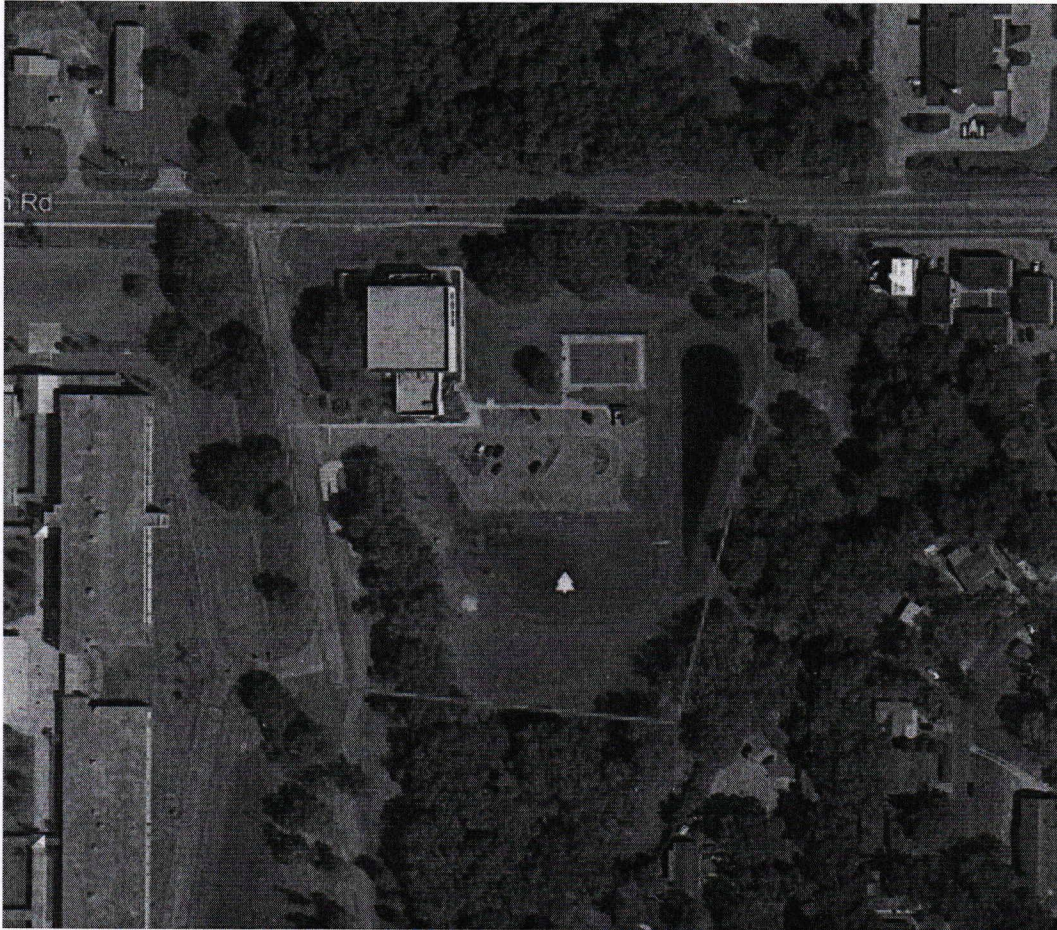
- Underground Utility Designation/Location to be performed by sub-consultant. For the purposes of this proposal, CPH has included an allowance of \$5,500.00.

##### **4.0 SOIL BORING LOCATION**

- Locate four (4) soil borings as provided by Geo-tech.

## ATTACHMENT 'A'

### SURVEY SITE EXHIBIT



The following related services are not included in the scope of this proposal, and may or may not be required, but can be provided at an additional fee: ALTA/NSPS Land Title Survey, Boundary Survey, State Plane, Title Review for Easements, Wetland Delineation/Location, As-built Survey, Platting, Sketch and Descriptions and Ordinary High Water/Mean High Water (except the observed water level in the wet pond).

#### **B. ENGINEERING SERVICES**

##### **1.0 CONCEPTUAL SITE PLAN**

CPH will prepare one (1) Conceptual Site Plan based on the City Staff correspondence. Within the fee identified for this task, it will allow up to two (2) CLIENT requested modifications. For the purposes of this proposal, the site plan is limited to the building expansion, parking lot expansion, sidewalk improvements, and conceptual stormwater accommodation for the proposed improvements.

CPH will also coordinate with the project geotechnical consultant to obtain an update to the original July 2006 geotechnical report found as part of the project's files (UES report 492852).

## **ATTACHMENT 'A'**

Any alterations to the site plan after the second modification will be handled as additional service, and billed in accordance with our Standard Hourly Rates.

### **2.0 PRELIMINARY DESIGN**

Based on the CLIENT approved Conceptual Site Plan; CPH will prepare the Preliminary Engineering Plans. The preliminary plans will include the site dimension plan, as well as the preliminary infrastructure design for the proposed improvements.

Based on a cursory review of the available stormwater permitting information, from the SJRWMD permit files, for the original site development, neither the proposed 10,000sf building expansion nor a parking lot expansion were included as part of the permitted impervious area. Therefore, modifications to the existing stormwater system will be proposed to service the site.

Plans will be prepared in accordance with the City of Leesburg, and the St. Johns River Water Management District (SJRWMD). Storm Water Management will be designed in accordance with the current standards of the City of Leesburg, and will include the "Best Management Practices" proposed by the WMD.

It is assumed that the existing Lift Station servicing the site has enough capacity to handle the additional flow to be generated by the proposed building expansion. CPH will review City supplied documentation (if available) of the lift station to confirm capacity. CPH will prepare a memorandum of the findings for submittal to the City. If the existing lift station does not have sufficient capacity or depth to serve the proposed building, a contract amendment will be required.

Within this service are up to two (2) meetings or conference calls with the City and architects to discussed/review preliminary plans. Plans will be supplied to the CLIENT in reproducible form at a suitable scale to fit on a twenty-four inch by thirty-six inch (24" x 36") plan sheet and will be accurate, legible, complete in design, and suitable for submittal to the City of Leesburg for preliminary review and approval. The plans and data will be reviewed with the CLIENT, prior to moving forward to the Construction Plan phase.

### **3.0 CONSTRUCTION PLANS – Civil/Survey/Landscape/Irrigation**

Based on the CLIENT approved Preliminary Engineering Plans; CPH will prepare the Final Engineering Plans (Construction Plans). The final plans will include, but may not be limited to the following sheets:

- Cover Sheet
- Limited Boundary and Topographic Survey (Provided by Surveyor)
- Dimensional Site Plan
- Grading and Storm Drainage Plan/Details
- Utility Plan/Details
- Sedimentation/ Erosion Control Plan and Details
- Sections
- General Notes and Specifications
- Landscape Plan (See Section D below)

## **ATTACHMENT 'A'**

- Landscape Details (See Section D below)
- Irrigation Plan (See Section D below)
- Irrigation Details (See Section D below)

Final Engineering plans will be prepared in accordance with the City of Leesburg, and the SJRWMD. Storm Water Management will be designed in accordance with the current standards of the City of Leesburg, and will include the "Best Management Practices" proposed by the SJRWMD.

Plans will be supplied to the CLIENT in reproducible form at a suitable scale to fit on a twenty-four inch by thirty-six inch (24" x 36") plan sheet and will be legible, complete in design, and suitable for submittal to the City of Leesburg and the WMD for final review and approval. The plans and data will be reviewed with the CLIENT, prior to submitting the plans to the Local jurisdiction of the city of Leesburg. Any modifications to these plans requested by the CLIENT after the plans are prepared for submittal to the Local jurisdiction will be performed as an additional service and billed at the Standard Hourly Rates enclosed.

### **4.0 PERMITTING - Civil/Survey/Landscape/Irrigation**

Upon receipt of the CLIENT's approval of the respective plans listed above, CPH will prepare the permit applications and support data for the applicable regulatory agencies, including;

- Leesburg – Site Plan/Engineering Plan
- FDEP Water Exemption
- FDEP Sewer Exemption
- SJRWMD ERP

CPH will coordinate the processing of the applications through the regulatory agencies. Within this service are up to two (2) meetings or conference calls with each of the regulatory agencies, one (1) submittal of the applications and supporting documents, and up to two (2) responses to agency comments. In order to minimize travel, meetings with multiple agencies will be scheduled, when possible. Meetings required beyond these will be handled as additional service, and billed in accordance with our Standard Hourly Rates. Should there be a potential for denial on an application, the CLIENT will be informed so they may make the appropriate arrangements to retain legal staff to address the denial should it occur. The CLIENT will be financially responsible for any application or filing fee required by the agencies.

Any modifications to the plans requested by the Regulatory Agencies pertaining to the infrastructure design in the previously mentioned plans, required to meet code, will be addressed by CPH as part of these services. Any modifications requested that are not code issues, or modifications requested by the CLIENT will be addressed as additional services and billed at the Standard Hourly Rates enclosed. Any other permits that may arise during the design or review process, and not outlined above, will be handled as an additional service, and billed in accordance with our Standard Hourly Rates.

## ATTACHMENT 'A'

### **4.5 BIDDING ASSISTANCE – CMAR COORDINATION**

CPH will review comments made by the City's CMAR of the submittal plans and incorporate upon concurrence by the City Staff.

### **5.0 CONSTRUCTION OBSERVATION - Civil**

CPH proposes to conduct the minimum number of site inspections necessary to certify the proposed stormwater improvements, preliminary walkthrough, and final walkthrough. For purposes of this proposal, no more than six (6) are included within this scope. Should additional meetings, site inspections, or extension contractor coordination be required, they will be handled as additional services and billed at the Standard Hourly Rates enclosed.

## **C. ENVIRONMENTAL**

### **1.0 TREE SURVEY**

An ISA-certified arborist shall conduct a field assessment of trees within the teen center project boundaries. The arborist shall provide to the surveyor, a table showing the following information:

- The number of each tree;
- The scientific and common name of each tree; The diameter at breast height (DBH) of each tree, or if a multiple trunk tree, the sum of the diameters of individual trunks shall be measured;
- Each tree shall be assigned a condition rating based on an evaluation of health, structure and form as described in the Council of Tree and Landscape Appraisers *Guide to Plant Appraisal*, 10<sup>th</sup> Edition (2018)
- Pictures shall be taken of select trees if they are in poor condition, as required.
- The arborist shall review the tree survey once received from the surveyor for quality control and provide any necessary changes to the surveyor.

### **2.0 PRELIMINARY ECOLOGICAL ASSESSMENT**

CPH shall perform a preliminary ecological assessment on the subject property. Tasks to be completed include the following:

- Regulatory Files Search: CPH will perform a search of readily available public data bases for historical or existing regulatory approvals/authorizations for the water management district. CPH shall review the readily available files and summarize the findings.
- Public Data Base Research: CPH will review Florida Fish and Wildlife Conservation Commission (FFWCC) and U.S. Fish and Wildlife Service (USFWS) web based files and distribution mappings, and review the Atlas of Breeding Sites of Herons and Their Allies (FFWCC) to identify recorded listed species within the project site or within the vicinity of the subject property. CPH will also review Florida Natural Areas Inventory web based files for the recorded presence of protected species within the subject project vicinity.



## ATTACHMENT 'A'

- Field Investigation: CPH will conduct a preliminary survey by general reconnaissance of the site for the occurrence or potential occurrence of protected species (threatened, endangered, or special concern) and wetlands and surface waters. The approximate location of all observed protected species and approximate extent and configuration of wetlands and surface waters shall be identified on the FLUCFCS map or aerial photograph prints. Those species referred to as protected are listed under Florida Administrative Code 68A and Florida Statute 581.185 and Code of Federal Regulation (50 CFR 17.11 and 17.12).
- Vegetation and Land Use: CPH will prepare a Vegetation and Land Use Map covering the project site. The mapping will follow Level III nomenclature of the Florida Land Use Cover and Forms Classification System (FLUCFCS). The approximate acreage of each classification will be tabulated for the site. The map will be digitized in ArcView 10.3 based on "desk top" interpretation of features evident on the aerial photography, correlation with soil types (SCS Soil Map of Lake County) and field verification for each mapped classification. The dominant vegetation of each classification will be recorded and wetland areas identified.
- Report: CPH shall prepare a memorandum report summarizing the habitat & land use mapping, observed protected species, wetland mapping, past regulatory authorizations, current regulatory considerations, and results of the public data base search to assist with project planning. The Client shall receive an electronic copy of the report and figures.

### D. LANDSCAPE ARCHITECTURE

#### 1.0 TREE PROTECTION AND MITIGATION PLAN

CPH landscape architects will prepare a tree protection and mitigation plan in accordance with Local Codes and Ordinances based on a tree survey and supporting tree inventory data provided by others. The plan will show trees to remain or be relocated, and trees to be removed.

#### 2.0 PRELIMINARY LANDSCAPE PLAN

Pursuant to the completion of the Tree Protection and Mitigation Plan, CPH will prepare a code minimum preliminary landscape plan for buffers, parking lot and required open space, which will include foundation plantings surrounding the buildings. The preliminary landscape plan will be designed in compliance with Owner's design criteria, Local Jurisdiction minimum Landscape Code requirements and respond to pre-application comments. CPH will coordinate closely with the landscape review officials before and during this phase. The plan will be drawn to scale over the base provided by the Owner or Project Engineer and will indicate design intent, but not be at the construction document level. Plant species and specifications will be identified but not plant quantities.

#### 3.0 FINAL LANDSCAPE PLAN

Upon Owner's approval of the Preliminary Landscape Plan, and authorization to proceed, CPH will prepare a Final Landscape Plan that will be a refined drawing of the preliminary landscape plan that is responsive to review comments from the Owners and Local Jurisdiction. This drawing will be a construction document and include a plant list with plant species, quantity and specifications, planting details and general notes regarding implementation requirements.

## **ATTACHMENT 'A'**

### **4.0 IRRIGATION PLAN**

Pursuant to Owner's approval of the Final Landscape Plan, CPH will prepare an irrigation plan for an automatic irrigation system that responds to the requirements of the landscape design, Owner's design criteria and Local Jurisdiction's minimum requirements. This drawing will be a construction document and include a materials list, watering schedule, irrigation details and general notes regarding implementation requirements.

## **E. ARCHITECTURAL SERVICES**

### **1.0 SCHEMATIC DESIGN**

CPH will prepare schematic design drawings defining the building orientation, size, overall appearance and basic construction technology of the project. As a team the basis of our schematic design shall include information from the following list of criteria:

- Meet with community user groups including Recreation Board and City Commission (4 meetings).
- Gather information regarding goals and objectives.
- Confirm anticipated activity patterns and schedules.
- Assist with providing insight on multifunctional building regarding supervision line of sight and separation of age groups.

CPH will present this schematic design in a workshop session, and make appropriate refinements resulting from the workshop. This task will be performed and billed as a lump sum service. Refer to the Compensation section of this proposal for the proposed fee.

### **2.0 DESIGN DEVELOPMENT**

Based on the approved schematic design, CPH will prepare design development drawings to establish architectural systems, and to review various options for building components.

The intent of this phase will be to establish the most economical methodology for the building. The design options will be reviewed, including a value engineering and constructability review, with the CITY and the CITY's Construction Manager as General Contractor (CMGC) for approval to proceed to construction documents. This task will be performed and billed as a lump sum service. Refer to the Compensation section of this proposal for the proposed fee.

### **3.0 CONSTRUCTION DOCUMENTS**

Based on the CITY'S approval of the design development design and design options above, CPH will prepare architectural and engineering construction plans for the proposed building with related specifications, suitable for permitting and construction of the project. The building plans will include; architectural design and details, structural engineering design and details and MEP design and details.

Plans will be supplied to the CITY in PDF electronic format at a suitable scale to fit on a twenty-four inch by thirty-six inch (24" x 36") plan sheet and will be accurate, legible, complete in design, and suitable for submittal to the City of Leesburg for final review and approval. The plans and data will be reviewed with the CITY, prior to submitting the plans to the Local jurisdiction of the City of Leesburg. This task will be performed and billed as a lump sum service. Refer to the Compensation section of this proposal for the proposed fee.

## **ATTACHMENT 'A'**

Any modifications to these plans requested by the CITY after the plans are prepared for submittal to the Local jurisdiction will be performed as an additional service and billed at the Standard Hourly Rates enclosed.

### **4.0 PERMITTING**

CPH shall provide signed and sealed Building Permit Submittals, necessary for permitting, which may include plans, specifications and/or calculations. Permitting Phase shall also include responding to up to two (2) rounds of responses to comments from Building Department, up to two (2) meetings with Building Department, and providing revised Drawings and specifications for modification, clarification or additional documents to comply with requirements for obtaining a Building Permit. Meetings required beyond these will be handled as additional service, and billed in accordance with our Standard Hourly Rates. Should there be a potential for denial on an application, the CITY will be informed so they may make the appropriate arrangements to retain legal staff to address the denial should it occur. The CITY will be financially responsible for any application or filing fee required by the agencies. This task will be performed and billed as a lump sum service. Refer to the Compensation section of this proposal for the proposed fee.

Any modifications to the plans requested by the Regulatory Agencies pertaining to the design in the previously mentioned plans, required to meet code, will be addressed by CPH as part of these services. Any modifications requested that are not code issues, or modifications requested by the CITY will be addressed as additional services and billed at the Standard Hourly Rates enclosed. Any other permits that may arise during the design or review process, and not outlined above, will be handled as an additional service, and billed in accordance with our Standard Hourly Rates.

Delivery of final drawings will be in the form of computer disks, Cad plots, or blueprints, according to your request and reproduction needs. CPH shall provide the necessary sets of sealed construction documents as required for plan reviews and permits by the Building Department.

### **5.0 CONSTRUCTION CONTRACT ADMINISTRATION**

After the bidding phase, the architect shall provide Construction Contract Administration Services throughout the construction phase of the project as outlined in the fee for this project. These services shall include eight (8) on-site observations, coordination with the CITY's consultants, clarification of construction documents, review/respond to contractor's RFI, provide supplemental drawings and specifications, and review contractor's submittals (shop drawings) only for general conformance with design concept of the project. CPH may also maintain record of submittals.

### **CITY-FURNISHED INFORMATION**

It is understood that CPH will perform services under the sole direction of the CITY. In the performance of these services, CPH will coordinate its efforts with the City's Construction Manager as General Contractor and other project team members as required. The CITY shall provide CPH with project-related technical data including, but not limited to, the following:

- Project size, location, identification number, and building program.
- Current title commitment and any existing boundary and topographic surveys and plats. If CPH is not performing surveying services as part of the contract, CITY to provide current

## ATTACHMENT 'A'

boundary and topographic information in AutoCAD 14 or more recent version, or DXF format.

- Previous Stormwater Permit reports.
- Previous Environmental investigation reports.
- Previous Geotechnical investigation reports.
- Geotechnical report update.
- Master plan or development plans for the overall project. Preferably in AutoCAD 14 or more recent version, or DXF format.
- Any other pertinent information concerning this project to which the CITY may have access.

CPH will rely upon the accuracy and completeness of CITY-furnished information in connection with the performance of services under this Agreement.

CPH will begin performance of the above services upon verbal authorization followed by written authorization within 7 days of the verbal authorization to proceed is received. The schedule is also subject to timely delivery of information by the CITY and is exclusive of CITY and local review of interim products. If the CITY requests that work under this agreement be stopped, the schedule is subject to renegotiation when written authorization to continue is received.

### COMPENSATION

#### Labor

CPH will perform the Scope of Services contained in this Agreement as identified on each task, either lump sum or time and materials. Refer to the Standard Hourly Rate Schedule to be utilized on this project. The following is the break down of fees for each task. Tasks that are identified as Time and Materials (Hourly) have been provided an 'Upset Limit' (USL) budget. The CITY will be informed when the services are about to exceed this limit.

<u>Phase No.</u>	<u>Phase Description</u>	<u>Billing Method</u>	<u>Fee</u>
<b>A.</b>	<b>SURVEYING</b>		
1.0	Topographic Survey	Lump Sum	\$10,250.00
2.0	Tree Location	Lump Sum	\$ 875.00
3.0	Underground Utility Designation/Location	Allowance	\$ 5,500.00
4.0	Soil Boring Location	Lump Sum	\$ 550.00
<b>B.</b>	<b>ENGINEERING SERVICES</b>		
1.0	Conceptual Site Plan	Lump Sum	\$ 3,000.00
	Geotechnical (subconsultant)	Lump Sum	\$ 5,410.00
2.0	Preliminary Design	Lump Sum	\$ 4,000.00
3.0	Construction Plans	Lump Sum	\$30,000.00
4.0	Permitting	Lump Sum	\$ 6,500.00
4.5	Bidding Assistance	Lump Sum	\$ 1,500.00
5.0	Construction Observation	Lump Sum	\$ 4,000.00

## ATTACHMENT 'A'

<b>C.</b>	<b>ENVIRONMENTAL</b>		
1.0	Tree Survey	Lump Sum	\$ 1,990.00
2.0	Preliminary Ecological Assessment	Lump Sum	\$ 2,100.00
<b>D.</b>	<b>LANDSCAPE ARCHITECTURE</b>		
1.0	Tree Protection and Mitigation Plan	Lump Sum	\$ 800.00
2.0	Preliminary Landscape Design	Lump Sum	\$ 1,850.00
3.0	Final Landscape Plan	Lump Sum	\$ 1,500.00
4.0	Irrigation Plan	Lump Sum	\$ 1,300.00
<b>E.</b>	<b>ARCHITECTURAL SERVICES</b>		
1.0	Schematic Design	Lump Sum	\$22,950.00
2.0	Design Development	Lump Sum	\$45,900.00
3.0	Construction Documents	Lump Sum	\$55,900.00
4.0	Permitting	Lump Sum	\$ 7,650.00
5.0	Construction Contract Administration	Lump Sum	\$20,600.00
		<b>Total</b>	<b>\$234,125.00</b>

### Reimbursable Expenses

In addition to the labor compensation outlined above, CPH shall be reimbursed directly for project specific expenditures such as, but not limited to travel, printing and reprographics, postage, and telephone usage. Reimbursable expenses will be billed at their actual cost, without increase. Expenses not to exceed \$6,000.00.

### SERVICES NOT INCLUDED

The following services are not anticipated and, therefore, not included in this Agreement at this time:

- Expert witness for litigation.
- Construction staking.
- Environmental studies and coordination of environmental issues with the regulatory agencies.
- Parking lot re-design.
- Lift Station upgrades or re-design.
- Off-site utility analysis and design.
- Off-site storm water analysis and design.
- Expediting the review process of the permits identified herein.
- Any permits not identified herein.
- Structural Engineering design of retaining walls.
- Change Order preparation.
- Pay request review
- Review of an alternative product in lieu of the product called for on the plans and specifications.

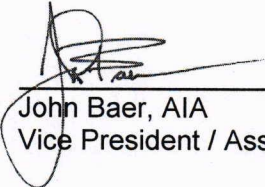
## ATTACHMENT 'A'

- Special meetings with agencies, other consultants or CITY not normally required to perform the work described in the Scope of Services, except those meetings specifically identified in the above Scope of Work
- Special requests by lending institutions or other parties not essential to completing the work described in the Scope of Services
- Permitting efforts relating to obtaining variances for the site development including tree issues, setbacks, parking, etc.
- Design of hardscape features including but not limited to structures, fountains, or lighting
- Storm water modeling and/or analysis of the existing storm water pond system for retrofitting of the existing site
- Traffic studies or signalization design
- Easement or right-of-way vacation or dedication services or platting services
- Design and permitting of buildings and structures including bridges, retaining walls, etc.
- Design and/or permitting efforts associated with the site improvements (paving, grading, drainage, utilities, etc.) for future phases of the project
- Services resulting from changes made by CITY following the completion of specific project tasks that require re-work by CPH
- Wetlands Permitting
- Flood Plain Analyses
- Site Specific Maintenance of Traffic Plans
- Any other issues not specifically described in this proposal

Should work be required in any of these areas, or areas not previously described, CPH will prepare a proposal or amendment, at the CITY's request, that contains the Scope of Services, fee, and schedule required to complete the additional work item.

### CPH, INC. AUTHORIZATION

By:

  
\_\_\_\_\_  
John Baer, AIA  
Vice President / Associate






# Agreement-CPHInc-TeenCenter

Final Audit Report

2020-04-22

Created:	2020-04-22
By:	Mike Thornton (mike.thornton@leesburgflorida.gov)
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## "Agreement-CPHInc-TeenCenter" History

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