

EXHIBIT “A”
GENERAL PROVISIONS
FOR
NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT

1.0 Background.

City proposes to conduct from time to time a project and in connection therewith requires certain professional services. Unless otherwise provided in these General Provisions, Professional shall furnish the professional services required for the project and such other items of related work as Professional is directed in writing to perform by City’s designated representative, all in accordance with City’s established policies, practices, and standards.

The Scope of Services contained within the Work Order may include, but not necessarily be limited to, the following:

- 1.1 General consulting services on an as-needed basis (Section 4.0);
- 1.2 Review site plans, construction drawings, and/or plats for consistency with City’s Ordinances and applicable State of Florida laws and regulations (Section 5.0);
- 1.3 Studies and reports (Section 6.0);
- 1.4 Expert witness services (Section 7.0);
- 1.5 Preliminary design (Section 8.0);
- 1.6 Design development(Section 9.0);
- 1.7 Construction documents (Section 10.0);
- 1.8 Bid documents and bidding services (Section 11.0);
- 1.9 Construction engineering inspection (Section 12.0); and
- 1.10 Surveying services (Section 13.0).

2.0 Cooperation of City.

- 2.1 **Program Statement.** City will furnish Professional with a written Program Statement for the Project. The City shall provide such other information as may be reasonably required and necessary for the Professional to prepare a Scope of Services for the Work Order and to perform its services. Professional shall confer with City’s designated representative to ascertain the functional and aesthetic criteria of the Project as described in the Program Statement and shall prepare a Scope of Services to be incorporated within a Work Order for each Project assigned to the Professional.

- 2.2 Total Project Budget.** The City will establish and periodically update an overall Total Project Budget including construction costs, if applicable, and City's other costs and expenses, and reasonable contingencies related to all of these costs. The Total Project Budget developed by City and acknowledged by Professional shall be provided by the City to the Professional for each Project. Professional shall make site inspections, if applicable, consult with City, and become fully acquainted with the Project requirements as described in the Program Statement for each Project and all subsequent additions or modifications thereto.
- 2.3 Project Data.** City will furnish Professional with any reasonably available data relative to the Project that is in the City's possession. The Professional is responsible for determining the type and extent of data required for the Project. Where the Program Statement and Scope of Services are for design services or other services requiring survey data, the City will furnish Professional with boundary surveys, topographic surveys and other survey data to describe the physical characteristics, legal limitations and utility locations for the site of the Project and a written legal description of the site, when available. The surveys and legal information shall include, as requested by the Professional, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage and rights-of-way, restrictions, easements, encroachments, zoning, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. Where such data is required and unavailable from the City, the Professional is responsible for determining the extent to which such survey information is required for the Project. In such case, the City shall either obtain the required survey data or direct the Professional to subcontract with a Florida licensed Professional Surveyor to obtain such data.
- 2.4 Geotechnical Data.** City shall furnish soil borings, soil data, percolation tests, evaluations of hazardous materials and other geo-technical information as reasonably requested by Professional, when available. When such data is unavailable from the City, the Professional is responsible for determining the extent to which such soil borings, soil data, percolation tests, evaluations of hazardous materials and other geo-technical information shall be required for the Project. In such case, the City shall either obtain the required geotechnical data or direct the Professional to subcontract with a Florida licensed Professional Geotechnical Engineer to obtain such data.

2.01 Evaluation of Program and Construction Budget; Timeline. Professional shall provide to City a preliminary evaluation of the Program Statement, Total Project Budget and Schedule of Performance for Professional's services, each in terms of the other, and all of which may be adjusted with City's written approval as the Project proceeds. The Schedule of Performance shall include time for City's review and, if applicable, for required approvals of authorities having jurisdiction over the Project. Time limits established by the Schedule of Performance shall not, except for reasonable cause, be exceeded by the parties. A Schedule of Performance shall be attached to each Work Order.

3.0 Definitions.

- 3.1** *City Representative* means the City Manager of the City of Fellsmere, and the expression "his or her duly authorized or designated representative" means any person or persons authorized in writing by the City Manager to act on behalf of the City.
- 3.2** *Construction Cost* means the estimated cost to the City of all elements of the Project designed or specified by Professional. Construction cost shall include the cost at current market rates of labor and materials furnished by the City and equipment specifically selected or provided for by the Professional, including the cost of management or supervision of construction or installation provided by a separate construction manager or contractor, plus a reasonable allowance for overhead and profit and a reasonable allowance for contingencies for market conditions existing at the time of bidding and any changes in the work. Construction cost does not include compensation of the Professional and Professional's consultants, the costs of land, rights of way, financing, or other costs that are the responsibility of the City.
- 3.3** *Total Project Budget* means a comprehensive statement of the estimated costs of accomplishing the Project, as may be amended from time-to-time.
- 3.4** *Project* means the capital project, study, review, or other work in which each Work Order is intended to support as described in the Program Statement (e.g., legal descriptions and sketches; surveys; road construction, landscape or hardscape installations; plan reviews; new building construction; existing building modifications or renovations; architectural studies; exhibits or renderings; site clearing; stormwater control enhancements; studies; inspections; construction engineering; master plans; engineering studies or review of engineering studies).
- 3.5** *Scope of Services* means the specific tasks to be performed by the Professional in support of the Project as contained within each Work Order.

- 3.6** *Work Order* means the agreement between the City and the Professional authorizing the Professional to perform the tasks contained within the Scope of Services for each specific Project assigned to the Professional.
- 3.7** *Program Statement* means the written description of the Project prepared by the City detailing the functional and aesthetic parameters of the Project.
- 3.8** *Schedule of Performance* means the number of calendar days required to complete each tasks required for the Project.

4.0 General Consulting Services.

Professional's responsibility shall be as set forth in the Scope of Services contained within the Work Order for each Project. Work under this item will be limited to minor projects that do not fall under other categories of work set forth in Section 1 above. Work may include chairing meetings, issuing minutes, providing recommendations, performing inspections, conducting studies, completing field surveys or checking for completeness of any survey data, preparing code check reports, assisting in the issuance of bulletins, checking of shop drawings, etc. Deliverables associated with general consulting services shall be determined for each Project and shall be reflected in each Work Order.

5.0 Plan Review.

Work under this item will be limited plan reviews for compliance with pertinent standards, rules and regulations applicable to each Project. Plan reviews may be in support of the City's review functions for private development applications or for public works projects, regardless of the implementing jurisdiction. The Professional may also be called upon to provide a quality control review of other professional plans during the design of such projects. Professional shall provide one original written report of their findings with each finding being uniquely enumerated and, where applicable, corresponding to a red-line mark-up on the review plan sheet. Each enumerated finding shall reference the specific section of the standard, code, regulation, law, statute, or other controlling rule where noncompliance has been determined. Professional shall also comment on alternatives, where applicable, when such alternatives may provide a better environment than the design proposed, even if such design is compliant with relevant rules and regulations. The Professional shall return to the City the original red-line mark-up of the reviewed plan sheets.

6.0 Studies and Reports.

Work under this item will be limited to the preparation of studies and reports as applicable to each Project.

- **Determine City's Requirements.** Consult with City to clarify and define City's requirements for the Project and review available data.
- **Other Data.** Advise City as to the necessity of City providing or obtaining from other data or services of the types described in Section 13 and assist City in obtaining such data and services.
- **Identify Governmental Authorities.** Identify and analyze requirements of governmental authorities having jurisdiction to approve the Project and participate in consultations with authorities.
- **Analyze City's Needs.** Provide analysis of City's needs, planning surveys, site evaluations and comparative studies of prospective sites and/or solutions.
- **Analyze Alternatives.** Provide a general economic analysis of City's requirements applicable to various alternatives.
- **Draft Report.** Prepare a draft report containing schematic layouts, sketches, and conceptual criteria with appropriate exhibits to indicate clearly the considerations involved (including applicable requirements of government authorities having jurisdiction as aforesaid), the alternative solutions available to City and setting forth Professional's findings and recommendations. This report will be accompanied by Professional's opinion of probable cost for the Project, if applicable, including the following, which will be separately itemized as applicable: construction cost, engineering costs, contingencies, and (on the basis of information furnished by City) allowances for such other items and charges of other professionals and consultants, the cost of land and rights-of-way, compensation for damages to properties, interest and financing charges and other services to be provided by others for City.
- **Draft Copies.** Furnish one copy of the Draft Study and Report documents for review by City.
- **Final Report.** Prepare a final report, based upon the input provided by the City's review, containing final layouts, sketches, and conceptual criteria with appropriate exhibits to indicate clearly the considerations involved (including applicable requirements of government authorities having jurisdiction as aforesaid), the alternative solutions available to City and setting forth Professional's findings and recommendations. This report will be accompanied by Professional's opinion of probable cost for the Project, including the following, which will be separately itemized as applicable: construction cost, engineering costs, contingencies, and (on the basis of information furnished by City) allowances for such other items and charges of other professionals and consultants, the cost of land and rights-of-way, compensation for damages to properties, interest and financing charges and other services to be provided by others for City.
- **Final Copies.** Furnish one copy of the Final Study and Report documents to the City.

7.0 Expert Witness.

Professional's responsibility shall be as set forth in the Scope of Services contained within the Work Order for each Project. A Professional may only accept work from the City on a Project in which the Professional will qualify to testify as an expert witness in a court of law having jurisdiction in Indian River County, Florida.

8.0 Preliminary Design. Based upon the Professional's preliminary evaluation of the Program Statement, Total Project Budget and a Schedule of Performance for Professional's services conducted pursuant to Section 2.01 herein, the Professional shall provide the following.

8.1 Review with City. Prior to commencement of the preparation of the preliminary plans, the Professional shall review with the City, alternative approaches to design and construction of the Project.

8.2 Preliminary Design Documents. Professional shall prepare and submit five (5) sets of preliminary plans of the improvements which make up the Project for City review. These documents shall include plans and elevations and shall generally represent 30% completion of the final plans.

8.3 Preliminary Estimation of Costs. At the conclusion of the preliminary design phase, the Professional shall submit to City, five (5) copies of a preliminary estimate of construction costs based upon current area, volume, or similar conceptual estimating techniques.

9.0 Design Development

9.1 Design Development Plans. Based on comments received from the City on the preliminary design, Professional shall submit three (3) sets of design development plans and estimates of the approved scheme for City review. The plans shall be of sufficient detail, as appropriate to the Project, to indicate, fix and illustrate the size and character of the entire Project in its essentials (e.g., site plan, floor plan, elevations, cross-sections, etc.) and outline specifications as to kinds of material, type of structure, mechanical and electrical systems, site work, and such other work as may be necessary for a completely functioning Project. Such plans shall generally be 60% completion of the final plans.

9.2 Estimate of Construction Costs. The Professional shall submit to the City any adjustments of the preliminary estimate of construction costs provided in the preliminary design phase, which shall include a unit cost estimate for this phase of the work for review by City. This estimate shall include identification of specific costs for project elements such a water, sewer, stormwater, parking, grading, foundations, building

envelope, heating, ventilation, plumbing, air conditioning, electrical lighting and power, or other division as may be appropriate to the Project.

- 9.3 Utility Coordination.** The Professional will contact all utility companies having installations in the vicinity of the proposed work and consider relocation of utilities, if necessary. The Professional shall provide the City with all known information relative to any required utility adjustments, relocations and installations and shall show all known above and below ground utilities on the design development plans.

10.0 Construction Documents.

- 10.1 Sets of Documents.** Based on comments received from the City on the design development phase and any adjustments in the program, project scope or quality, or project budget, Professional shall submit three (3) sets of construction documents consisting of construction plans, construction cost estimates and construction specifications for City review.
- 10.2 Construction Plans Detail.** The construction plans shall be of sufficient detail, as appropriate to the Project, to guide construction of the Project elements. Such plans and specification shall generally be 90% completion of the final plans and specifications. All construction drawings prepared by the Professional shall be of sufficient detail to permit the actual location of the proposed improvements on the ground by a third party (i.e. the third party shall be able to accurately locate the proposed improvements on the ground using only the information contained in the Professional's drawings).
- 10.3 Construction Specifications.** The construction specifications shall be detailed specifications as to standards of construction, kinds of material, type of structure, mechanical and electrical systems, site work, and such other work as may be necessary for a completely functioning Project.
- 10.4 Adjustments to Construction Costs.** The Professional shall advise the City of any adjustments to previous preliminary estimates of construction cost indicated by changes and requirements or general market conditions. The construction cost estimate shall be a labor and material trade line item detailed estimate in form satisfactory to City so as to permit City review of the scope of the work necessary to complete the Project within the construction budget.
- 10.5 Filing with cognizant jurisdictions.** Professional shall, on behalf of the City, obtain all required permits for the Project from government authorities having jurisdiction over the Project regardless of whether the Scope of Services omits a required agency permit.

- 10.5.1 Response to requests for additional information.** Professional shall submit responses to requests for additional information proffered by government authorities having jurisdiction over the Project without additional compensation.
- 10.5.2 Supporting documents.** The Professional shall prepare all necessary documents, sketches, permit application drawings, studies, surveys, legal descriptions, and other supporting instruments and complete all application forms to accompany the City's applications for any required federal, state, or local permits and as needed to obtain all required permits for the Project from government authorities having jurisdiction over the Project. Professional shall copy City on all job correspondence to government authorities having jurisdiction over the Project.
- 10.5.3** The Professional acknowledges that preparation of all applicable permits for the City's submittal to governmental regulatory agencies, and the Professional's written responses to all regulatory agencies' questions, are included within the scope of basic compensation in each particular Work Order. Any additional work required by regulatory agencies which establish such regulations after the effective date of the particular Work Order, shall be an additional service, and the City shall compensate the Professional in accordance with Section 2. Payment of the Non-Exclusive Professional Services Agreement and the Fee Schedule set forth in Exhibit "C" of said Agreement.
- 10.6 Utility Coordination.** The Professional will contact all utility companies having installations in the vicinity of the proposed work and consider relocation of utilities, if necessary. The Professional shall provide the City with all known information relative to any required utility adjustments, relocations and installations and shall show all known above and below ground utilities on the design development plans. For utilities that do not require permits (ie, electric, telephone, cable, and natural gas), the Professional shall provide a utility contact on the construction plans and within the construction specifications and shall provide one (1) copy of a written report to the City of the status of the utility conflict and efforts to resolve.
- 10.7 Sets of Documents.** Based on comments received from the City on the construction documents and any revisions required by government authorities having jurisdiction over the project, Professional shall submit three (3) sets of final plans, specifications and estimates for City review. After review and approval by City, Professional shall furnish City with ten (10) sets of prints of the corrected plans and ten (10) copies of the complete

corrected specification books and cost estimate. Professional shall also deliver to City as part of the contract obligation the following unless otherwise noted:

- **Field Notes.** Any data or field notes pertaining to the Project, including data and field notes from additional surveys.
- **Electronic File.** An AutoCAD compatible electronic file of the construction plans.
- **Contract Documents.** One set of typed master contract and bid documents consisting of bidding information, bidding forms, conditions of contract and forms of agreement between the City and Contractor suitable for reproduction on size 8.5” X 11” paper and as word processing files on computer diskettes.
- **Bound copy.** Professional shall furnish to City copies of design notes used in the preparation of contract plans, detail specification, and special conditions, and copies of estimating notes and calculations, if any, showing computation for quantity takeoffs and development of prices for lump-sum and involved unit price items, neatly arranged for easy reference, and bound in a folder.

11.0 Bid Documents and Bidding Services.

The Professional shall assist the City in obtaining bids and negotiated proposals and assist in awarding and preparing contracts for construction. Professional shall review bids from contractors and prepare a detailed comparison of bidder’s proposals against each other and against the final Professional’s estimate of construction cost. The Professional shall provide the bid comparison to City in electronic spreadsheet format compatible with the City’s operating systems. Professional shall recommend contract award based upon their review of the bids and shall provide one original in written format.

12.0 Construction Engineering Inspection.

12.1 Construction Responsibility. Professional’s responsibility during the construction phase shall commence with award of the initial contract for construction and shall end with Professional’s recommendation and presentation to City of the contractor’s final Application for Payment (see Contract for construction General Conditions §14.07).

12.2 Administration. The Professional shall provide administration of the Contract for construction as set forth herein and in the Contract for Construction General Conditions. Without limiting Professional’s responsibilities as set forth herein and in the Contract for Construction General Conditions, Professional shall be responsible for the following:

12.2.1 Professional as City Representative. Professional shall be a representative of and shall advise and consult with the City during administration of the Contract for construction. Professional shall have authority to act on behalf of the City

and shall actively administer the Contract for construction to the extent and as provided in the Non-Exclusive Professional Services Agreement and in these General Provisions , which shall include, but not be limited to: issuing field orders, work change directives, interpretations, clarifications and authorized variations; reviewing and approving contractor's schedules for prosecuting the Project and proposed adjustments to the time schedule; reviewing differing subsurface or physical conditions; reviewing and approving substitutes and or-equals; securing record documents for City; reviewing and approving shop drawings and samples; rejecting defective work; making determinations regarding unit price work; processing change orders; determining claims and disputes; processing contractor's applications for payment; determining substantial completion and making final inspection.

12.2.2 Review of the Work. Professional, as representative of City, shall visit the site at intervals appropriate to the stage of the contractor's operation; provided that, Professional shall make a minimum of number visits to the site during construction as set forth in the Work Order to determine the progress and quality of the work and if the Project is proceeding in accordance with the contract documents. These visits may include participation in job construction meetings. Professional's mechanical and electrical engineers shall also visit the site and attend job construction meetings to determine if the mechanical and electrical work is proceeding in accordance with the contract documents. Professional shall endeavor to be familiar with and to keep the City informed about the progress and quality of the proportion of the Project completed, guard City against defects and deficiencies in the work of the contractors, and determine if the work is being performed in accordance with the contract documents. Professional shall keep City informed of the progress of the Project by submitting written reports of each observation visit. Professional may condemn work as failing to conform to the contract documents. The Professional shall report to the City in writing, known deviations from the contract documents and from the most recent construction schedule submitted by the contractor.

12.2.3 Supplementary Sketches. Professional shall prepare supplementary sketches as may be necessary for clarification of contract plans and assist in resolving actual field conditions encountered.

12.2.4 Examine Shop Drawings and Samples of Material and Equipment. Based on samples supplied by contractor, literature and such other information as is

relevant, Professional shall examine and process shop drawings and samples of material and equipment submitted under the Contract for construction and substitutes and or-equals as qualified for use in the Project.

12.2.5 Communications with Contractor. Except as otherwise provided herein, the City shall endeavor to communicate with the contractor through the Professional about matters arising out of or related to the contract documents. Communications by and with the Professional's consultants shall be through the Professional. Professional shall copy City on all job correspondence to contractor, consultants and permitting agencies.

12.2.6 Original drawings. Professional shall submit to City original drawings in electronic AutoCAD compatible files that reflect all change orders and signed and sealed hard copy format.

12.2.7 As-built Drawings. The City shall, through Professional, obtain from the contractor a complete set of "as-built" drawings in an electronic AutoCAD compatible file and five (5) sets of signed and sealed hard copy plan sets that will be turned over to Professional to assist in reviewing to verify all change orders. As-built information relating to field conditions will be checked by City.

13.0 Survey. Professional's responsibility shall be as set forth in the Scope of Services contained within the Work Order for each Project. Work under this item will be limited to boundary surveys, topographic surveys, route surveys, legal descriptions and/or sketches, plats, and other survey products for the Project as set forth in the Scope of Work. The surveys and legal information shall include, as requested by the City, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage and rights-of-way, restrictions, easements, encroachments, zoning, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. The Professional shall perform all survey duties in compliance with Florida Statutes and other rules and regulations governing the practice of surveying.

14.0 Time of Professional Design Services.

The professional design services of Professional shall begin upon being notified to proceed by City representative and shall be expeditiously prosecuted to completion with the necessary documents delivered to City as set forth in these General Provisions and the Work Order. The time limit to complete each task shall be as set forth in the Work Order.