

CONTRACT NO. 2024000306
AGREEMENT BETWEEN CHARLOTTE COUNTY
and
HARVARD JOLLY, INC. d/b/a HARVARD JOLLY PBK
for
DESIGN EMERGENCY OPERATIONS CENTER EXPANSION

THIS AGREEMENT (hereinafter the "Agreement"), is made and entered into by and between CHARLOTTE COUNTY, a political subdivision of the State of Florida, 18500 Murdock Circle, Port Charlotte, Florida 33948-1094 (hereinafter, the "County") and HARVARD JOLLY, INC. d/b/a HARVARD JOLLY PBK, 2714 Dr. MLK Jr. Street North, St. Petersburg, Florida 33704 (hereinafter the "Consultant").

WITNESSETH

WHEREAS, the County has determined that it is necessary to retain a Consultant to provide professional design services necessary for the Emergency Operations Center Expansion (hereinafter, the "Project"); and

WHEREAS, the Consultant has reviewed RFP No. 2024000306 required pursuant to this Agreement and is qualified, willing and able to provide and perform all such services in accordance with its terms; and

WHEREAS, the County, through a selection process conducted in accordance with the requirements of law and County policy, has determined that it would be in the best interest of the County to award a contract to Consultant for the rendering of those services described in the RFP 2024000306 and the Scope of Services, incorporated herein.

NOW, THEREFORE, the County and the Consultant, in consideration of the mutual covenants contained herein, do agree to implement the Project as follows:

ARTICLE 1.
INCORPORATION OF DOCUMENTS

1.1. RFP No. 2024000306, issued by the County on March 20, 2024 and consisting of pages 1 through and including 22; Addendum #1 to RFP 2024000306, issued by the County on April 4, 2024; and the Proposal submitted by Consultant dated April 23, 2024, all filed with the Clerk of the Circuit Court of Charlotte County, Minutes Division, as RFP No. 2024000306, are hereby specifically incorporated into and made a part of this Agreement as if same had been set forth at length herein. The Scope of Services containing the Project Services, Project Schedule and Compensation is attached hereto as **Exhibit A** and is specifically incorporated into and made a part of this Agreement.

1.2. In the event of any conflict between the documents constituting this Agreement, the documents shall be given precedence in the following order:

- 1) This Agreement including the Exhibit(s) attached hereto;
- 2) RFP No. 2024000306; and
- 3) The Proposal submitted by Consultant dated April 23, 2024.

ARTICLE 2.
CONSULTANT'S SCOPE OF SERVICES

2.1. Consultant agrees to perform all the services and provide all the materials for the Project as described in **Exhibit A**, Scope of Services.

2.2. Consultant agrees to provide its services and all materials for the Project described in **Exhibit A** for the fees contained in **Exhibit A**. The Consultant shall make no claims for additional compensation or damages owing to suspensions, delays, or hindrances which arise during the performance of this Agreement. Such suspensions, delays or hindrances may only be compensated for by an extension of time as the County may decide. However, such extension shall not operate as a waiver of any other rights of the County.

2.3. In the event that County desires Consultant to perform any additional services related to the Project not specifically contained in **Exhibit A**, Scope of Services, the parties shall enter into an amendment to this Agreement to provide for the provision of such additional services by Consultant as may be determined by the BOCC and payment therefore by County.

2.4. Consultant agrees to provide its services and materials as contained in the Scope of Services in the timeframe as provided in **Exhibit A**.

ARTICLE 3.
COMPENSATION AND PAYMENT FOR CONSULTANT 'S SERVICES

3.1. County shall pay Consultant for those tasks and services provided in **Exhibit A** actually performed by Consultant and in accordance with **Exhibit A**. The total payment to Consultant shall not exceed One Million Dollars and no cents (\$1,000,000.00) for Consultant's services under this Agreement, performed in accordance with the Scope of Services and this Agreement.

3.2. Payment for services rendered by Consultant shall be made on a monthly basis in proportion to the percentage completed of those tasks listed in the Scope of Services. Percentage of services completed shall be subject to review and approval by the County Director of Facilities Construction and Maintenance, or his/her designee.

3.3. Consultant shall submit all billings for payment of services rendered on a monthly basis to the County Purchasing Division for processing. Billings shall be detailed as to the nature of the tasks and services performed and shall refer to the specific tasks listed in the Scope of Services that were actually performed by Consultant. Billings shall include a summary of any amounts previously billed and any credits for amounts previously paid.

3.4. Consultant acknowledges that each billing must be reviewed and approved by the County Director of Facilities Construction and Maintenance, or his/her designee. Should the Director of Facilities Construction and Maintenance, or his/her designee, determine that the billing is not commensurate with services performed, work accomplished, or hours expended, Consultant shall adjust billing accordingly. However, Consultant shall be entitled to payment of any portion of a billing not in dispute.

3.5. County shall pay Consultant's monthly billings in accordance with Sections 218.70 through 218.80 Florida Statutes, the Local Government Prompt Payment Act.

ARTICLE 4.
CONSULTANT'S RESPONSIBILITIES

4.1. Consultant shall perform or furnish consulting and related services to a level of technical skill, ability, and diligence customarily provided by an experienced professional in his or her field of expertise when rendering the same services, and in accordance with sound principles and practices generally acknowledged by professionals in his or her field of expertise, as represented to the County, both orally and in writing, to be possessed by Consultant, all in accordance with the standards contained elsewhere in this Agreement and in accordance with generally accepted standards of professional consulting practice and with the laws, statutes, ordinances, codes, rules and regulations governing Consultant's profession. The same standards of care shall be required of any subconsultant or subcontractor engaged by Consultant.

4.2. Consultant shall, without additional compensation, correct and revise any errors, omissions, or other deficiencies in its work product, services, or materials to the extent arising from the negligent act, error or omission of Consultant or any subconsultant or subcontractor engaged by Consultant for one year after the completion of Consultant's services under this Agreement. The foregoing shall be construed as an independent duty to correct rather than a waiver of County's rights under any applicable statute of limitations. County review of, approval of, acceptance of, or payment for any of Consultant's work product, services, or materials shall not be construed to operate as a waiver of any of County's rights under this Agreement, or cause of action County may have arising out of the performance of this Agreement.

ARTICLE 5.
OWNERSHIP AND USE OF DOCUMENTS

5.1. All documents, data, studies, surveys, analyses, sketches, tracings, specifications, plans, designs, design calculations, details, computations, drawings, maps, models, photographs, reports, and other documents and plans resulting from Consultant's services under this Agreement are the property of and shall be delivered to County without cost, restriction or limitation as to use regardless of the format of the document (paper or electronic). However, any use subsequent to or other than the specific project for which such items were created, shall be at sole risk of County.

5.2. Consultant agrees that any software, computer systems and databases used for providing the documents necessary to this Agreement shall be compatible with existing County software and systems.

ARTICLE 6.
COUNTY'S RESPONSIBILITIES

6.1. County shall perform the responsibilities contained in this Article 6 in a timely manner so as not to delay the services of Consultant.

6.2. County shall furnish to Consultant, upon request of Consultant and at County expense, all existing studies, reports and other available data pertinent to the services to be

performed under this Agreement which are within the County's possession. However, Consultant shall be required to evaluate all materials furnished hereunder using reasonable professional judgment before relying on such materials.

6.3. County shall provide reasonable access and entry to all public property required by Consultant to perform the services described in this Agreement. All such access and entry shall be provided at County expense. County shall also use reasonable efforts to obtain permission for reasonable access and entry to any private property required by Consultant to perform the services described in this Agreement.

ARTICLE 7.

TERM / TERMINATION

7.1. The term of this Agreement shall begin on the date it is signed by both parties and shall be completed in accordance with **Exhibit A**. Consultant's services shall be deemed complete when Consultant provides all products or services contained in the Scope of Services and required under this Agreement, and County accepts such services and products as satisfactory, unless otherwise terminated in accordance herewith.

7.2. The Consultant shall be responsible for notifying the County promptly whenever a delay is anticipated or experienced, including a delay in approval by any governmental agency having jurisdiction over the Project. The County shall allow the Consultant to extend the Project Schedule for valid, documented delays. The County shall be the sole determiner of the validity of the delays.

7.3. The County shall have the right at any time upon thirty (30) calendar days written notice to the Consultant to terminate the services of the Consultant and, in that event, the Consultant shall cease work and shall deliver to the County all documents, (including reports, designs, specifications, and all other data) prepared or obtained by the Consultant in connection with its services. The County shall, upon receipt of the aforesaid documents, pay to the Consultant, and the Consultant shall accept as full payment for its services, fees for all tasks completed in accordance with Scopes of Services.

7.4. In the event that the Consultant has abandoned performance under this Agreement, then the County may terminate this Agreement upon three (3) calendar day's written notice to the Consultant indicating its intention to terminate. The written notice shall state the evidence indicating the Consultant's abandonment. Payment for services performed prior to the Consultant's abandonment shall be as stated Subsection 7.3 above.

ARTICLE 8.

NO CONTINGENT FEES

8.1. Consultant certifies that it has not employed or retained any company or person, other than a bona fide employee working solely for 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 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, County shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

ARTICLE 9.
NOTICES

9.1. Any notice required or permitted to be sent hereunder shall be sent certified mail, return receipt requested, to the parties at the addresses listed below:

Consultant: Harvard Jolly PBK

County: Purchasing Division

Name: Ward Friszolowski, AIA
President

Name: Kimberly A. Corbett
Senior Division Manager

Address: 2714 Dr. MLK Jr. Street North
St. Petersburg, FL 33704

Address: Charlotte County Purchasing
18500 Murdock Circle, Suite 344
Port Charlotte, Florida 33948

9.2. Contractor shall immediately notify County of any changes in address.

ARTICLE 10.
TRUTH-IN-NEGOTIATION CERTIFICATE

10.1. In accordance with Section 287.055 Florida Statutes and Charlotte County Resolution 2003-059, signature of this Agreement by 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 original contract price and any additions thereto shall be adjusted to exclude any significant sums by which County determines the contract price was increased due to inaccurate, incomplete, or noncurrent 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 11.
ASSIGNMENT

11.1. This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances by Consultant without the prior written consent of County. Further, no portion of this Agreement may be performed by subcontractors or subconsultants without written notice to and approval of such action by County.

ARTICLE 12.
EXTENT OF AGREEMENT / SEVERABILITY / MODIFICATION

12.1. This Agreement represents the entire and integrated agreement between the County and Consultant and supersedes all prior negotiations, representations or agreement, either written or oral.

12.2. In the event any provision of this Agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any breach of any provision, term, condition or covenant shall not be construed by the other party as a waiver of any subsequent breach.

12.3. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by both parties.

12.4. This is a nonexclusive contract. The County has the right to enter into contracts with other consultants for the providing of any services.

ARTICLE 13.
GOVERNING LAW / VENUE

13.1. This Agreement shall be governed and construed in accordance with Florida law. In the event any litigation arises between the parties in connection with this Agreement, venue for such litigation shall lie exclusively in or for Charlotte County, Florida.

ARTICLE 14.
INDEPENDENT CONTRACTOR STATUS

14.1. Consultant is an independent contractor and is not an employee, servant, agent, partner or joint venturer of the County. Neither the County nor any of its employees shall have any control over the conduct of Consultant or any of Consultant's employees, except as herein set forth, and Consultant expressly warrants not to represent at any time or in any manner that Consultant or any of Consultant's agents, servants or employees are in any manner agents, servants or employees of the County. It is understood and agreed that Consultant is and shall at all times remain as to the County, a wholly independent contractor and that Consultant's obligations to the County are solely as prescribed by this Agreement.

ARTICLE 15.
AUDIT AND RECORDS REQUIREMENTS

15.1. Consultant shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Agreement which shall be available and accessible at Consultant's local offices for the purpose of inspection, audit, and copying during normal business hours by the County, or any of its authorized representatives. Such records shall be retained for a minimum of five (5) years after completion of the services. Prior to destruction of any records, the Consultant shall notify the County and deliver to the County any records the County requests. Consultant shall require all subcontractors to comply with the provisions of this paragraph by insertion of the requirements hereof in a written contract agreement between Consultant and the subcontractor.

15.2 If the records are unavailable locally, it shall be the Consultant's responsibility to ensure that all required records are provided at the Consultant's expense including payment of travel and maintenance costs incurred by the County's authorized representatives or designees in accessing records maintained out of the County. The direct costs of copying records, excluding any overhead cost, shall be at the County's expense.

15.3 Pursuant to Section 119.0701 of the Florida Statutes, contractors acting on behalf of the County must comply with the public records laws, specifically: a) keep and maintain public records required by the County to perform the contracted services; b) upon request from the County's custodian of public records, provide the County 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 Chapter 119 of the Florida Statutes or as otherwise provided by law; c) ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law for the

duration of the contract term and following completion of the contract; and d) upon completion of the contract, keep and maintain all public records required by the County to perform the service, and meet all applicable requirements for retaining public records.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO RETAIN AND PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT (941) 743-1441, E-MAIL TO RECORDS@CHARLOTTECOUNTYFL.GOV, 18500 MURDOCK CIRCLE, BLDG. B, Suite 109, PORT CHARLOTTE, FLORIDA 33948.

ARTICLE 16.
INDEMNIFICATION

16.1. Consultant shall indemnify and hold harmless the County, its Commissioners, officers, employees, agents and volunteers from and against liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of this Agreement.

16.2. PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR ECONOMIC DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT IF THE CONDITIONS OF SECTION 558.0035 ARE SATISFIED.

ARTICLE 17.
HUMAN TRAFFICKING

17.1. Pursuant to Section 787.06 of the Florida Statutes, by signing this Agreement, Consultant agrees and attests, under penalty of perjury, that Consultant does not use coercion for labor or services as defined in Section 787.06 of the Florida Statutes.

ARTICLE 18.
SCRUTINIZED VENDORS

18.1. Pursuant to Section 287.135(3)(b) of the Florida Statutes, Charlotte County may, at its sole option, terminate this Agreement if the Contractor is found to have been placed on the *Scrutinized Companies that Boycott Israel List*, or is engaged in a boycott of Israel.

ARTICLE 19
EMPLOYEE RESTRICTIONS

19.1. Charlotte County will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a [Section 274A of the Immigration and Nationality Act ("INA")]. The County shall consider employment by any Contractor of unauthorized aliens a violation of Section 274A of the INA. Such violation by the Contractor of the employment provisions contained in Section 274A of the INA shall be grounds for termination of this Agreement by the County.

19.2. Pursuant to Section 448.095 of the Florida Statutes, all persons or firms entering into contracts with Charlotte County are required to register with, and use, the E-Verify system of the U.S. Department of Homeland Security to electronically verify the employment eligibility of all newly hired employees. The County may terminate this Agreement for failure on the part of the Contractor to use E-Verify. Contract termination for failure to use E-Verify is not considered a breach of contract pursuant to s. 448.095(5)(c)3, *Fla. Stat.*

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the last date written below.

WITNESSES:

HARVARD JOLLY PBK

Signed By: Carrienne Soriano
Print Name: Carrienne Soriano
Date: Sept. 6, 2024

Signed by: Ward J. Friszolowski
Title: WARD J. FRISZOLOWSKI
PRESIDENT
Date: SEPT. 6, 2024

ATTEST:

Roger D. Eaton, Clerk of the Circuit
Court and Ex-Officio Clerk to the
Board of County Commissioners

By: Kimberly Walsh
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF CHARLOTTE COUNTY, FLORIDA

By: William G. Truex
William G. Truex, Chairman
Date: September 4, 2024

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

By: Janette S. Knowlton
Janette S. Knowlton, County Attorney
LR 24-0777

Exhibit List:

Exhibit A – Scope of Services, Project Schedule and Compensation

EXHIBIT A

HARVARD • JOLLY | PBK

12751 New Brittany Blvd., Suite 401
Ft. Myers, FL 33907
Phone: 239-275-7774
License #AR0013140
harvardjolly.com

August 23, 2024

Alisa True
Senior Contract Specialist
Charlotte County Purchasing Division
18500 Murdock Circle, Suite 344
Port Charlotte, FL 33948-1094

RE: CHARLOTTE COUNTY – EMERGENCY OPERATIONS CENTER EXPANSION, RFP #24-306
PROPOSAL FOR ARCHITECTURAL/ENGINEERING SERVICES

Dear Ms. True:

Harvard Jolly (HJ) is pleased to submit the following proposal to Charlotte County to provide professional Architectural/Engineering (A/E) services for the above referenced project.

1.0 Project Understanding

- 1.1 HJ/PBK understands the project scope includes an approximately 5,000 square feet expansion, partial interior remodel, and associated sitework of the existing Emergency Operations Center located at 26571 Airport Road, Punta Gorda, FL 33982. Scope will include master planning, site analysis, programming, professional design, construction document and construction administration services. Specific scope items are as follows:
- a. The project design is limited to an \$11M maximum construction budget.
 - b. Existing water management system and parking capacity will be expanded to accommodate the building expansion.
 - c. Proposed expansion will meet ICC-500 compliance.
 - d. Project will be designed in one phase and constructed in two phases.
 - e. Construction delivery method will be Construction Manager at Risk.

2.0 Scope of Services

HJ/PBK and our consulting engineers will provide Architectural, Civil, Landscape Architecture, Structural, Mechanical, Electrical, Plumbing, Fire Protection design and engineering services as described in RFP NO. 2024000306 DESIGN EMERGENCY OPERATIONS CENTER EXPANSION posted March 20, 2024, and Addendum #1 dated April 4, 2024.

2.1 Design service phases and deliverables will include:

- a. Schematic Design **15% fee** - HJ/PBK will complete the following tasks.
 - Confirm/establish overall project budget allocations, including construction cost and Owner's FF&E.
 - Site Analysis: includes boundary and topographic survey, underground utility survey, geotechnical testing
 - Master Planning: define current and future site organization and utilization concept.
 - Coordinate site permitting process, including initial contact and pre-application meetings with outside agency representatives.
 - Facility Programming: establish desired space list of proposed expansion and extent of existing building renovation/remodel.
 - Refine the project scope and establish the final project design concepts.
- b. Design Development **25% fee** – HJ/PBK will complete the following tasks.
 - Develop a set of project documents roughly halfway through the design effort for team review and approval before proceeding to Construction Documents
 - HVAC plan review (~25% through phase).
 - Review owner FF&E needs (~25% through phase).
 - Begin utilities DRC (~50% through phase).
 - Begin security, IT, and fire review (~75% through phase).
 - Complete final SPR
- c. Construction Documents **35% fee** – HJ/PBK will complete the following tasks.
 - Will develop a set of documents sufficient for building permit approval and contractor bidding.
 - Review HVAC design with Owner (~25% through phase).
 - Coordinate building life safety elements with AHJ prior to permit submission (~50% through phase).
- d. Bidding/Building Permitting **5% fee** – HJ/PBK will provide the following services.
 - Review/responses to bidding Requests for Information (RFI).
 - Respond to AHJ plan review comments.
 - Prepare and issue addenda as needed.
 - Attend Construction Manager (CM) preconstruction meetings.
 - Review CM Guaranteed Maximum Price proposal and advise Owner.
- e. Construction Administration **20% fee** – HJ/PBK will provide CA services through construction and final occupancy. These services will include:
 - Two (2) site visits/participation in Owner/Architect/Contractor (OAC) meetings per month
 - Review of submittals
 - Review/responses to Requests for Information (RFI)
 - Review of applications for payment
 - Walk-through review to determine Substantial Completion with punch list
 - Final Completion review
 - Review of Ownership & Maintenance (O&M) Manuals for project closeout
 - Two (2) construction phases

- 2.2 HJ/PBK will transmit deliverables to the Owner in Adobe Acrobat PDF and AutoCAD format as applicable.
- 2.3 Reimbursables such as printing, postage, and shipping costs are included in the Basic Services Fee.
- 2.4 HJ/PBK will complete the phases identified per the following tentative schedule:
 - a. Schematic Design – 5 months from notice-to-proceed
 - b. Design Development – 2 months from approved Schematic Design
 - c. Construction Documents – 2 months from approved Design Development
 - d. Bidding/Building Permitting - estimated 2 months
 - e. Construction Administration – estimated 14 months (Phase 1: expansion/sitework); estimated 4 months (Phase 2: remodel/renovation)

3.0 Exclusions

- 3.1 Changes initiated by the Owner after approved phases.
- 3.2 Replacement or repair of the existing building envelope or MEPF systems beyond accommodation of the building expansion and interior remodel.
- 3.3 Furniture or artwork selection, acquisition and receiving logistics.
- 3.4 Interior Design (beyond selection and specification of basic finishes).
- 3.5 Threshold inspections.
- 3.6 Detailed construction cost estimating (by Construction Manager). Incidental cost estimating to manage project scope relative to project budget is included.
- 3.7 Fundamental building systems commissioning (by Construction Manager).
- 3.8 Contractor bid solicitation services.
- 3.9 LEED or Green Globes project Certification services.

4.0 Compensation

A/E fee is based on an \$11M maximum construction budget. An increase in project scope, including additional CA services for more than two (2) construction phases, requiring additional effort by the design team shall warrant additional design services fee.

Included Services

a. Architectural, Structural and MEPF Services Fee	\$ 769,000
b. Civil Engineering and Landscape Design Fee	\$ 59,000
c. Master Planning	\$ 8,000
d. Boundary and Topo Survey	\$ 8,000
e. Subsurface Utilities Survey/GPR testing (Allowance)	\$ 6,000
f. Geotechnical Testing	\$ 7,500
g. Environmental Survey	\$1,500
h. Traffic Impact Statement	\$ 5,000
i. I.T/Data coordination with County staff for equipment and device locations	\$ 35,000
j. Site Lighting Design	\$ 15,000
k. ICC-500 compliance	\$ 20,000
l. Photo-realistic renderings and animation videos (Allowance)	\$ 6,000
m. Design service contingency	\$ 60,000

Not to Exceed Total \$ 1,000,000

Harvard Jolly very much appreciates this opportunity to work with Charlotte County. Please review this proposal and contact us if you have any questions or need additional information.

Sincerely,



Thomas Mayo, AIA
Principal

CC: Ward Friszolowski, AIA, President
Stephen Johnson, AIA, ALEP, Partner