



**May 18, 2016**

**CITY OF PLANT CITY  
Purchasing Department  
(813) 659-4270**

**ADDENDUM 3**

**RFP No. 16-015FD-MS  
Fire Station Design Services**

**\*Proposers are required to acknowledge this addendum in their bid response**

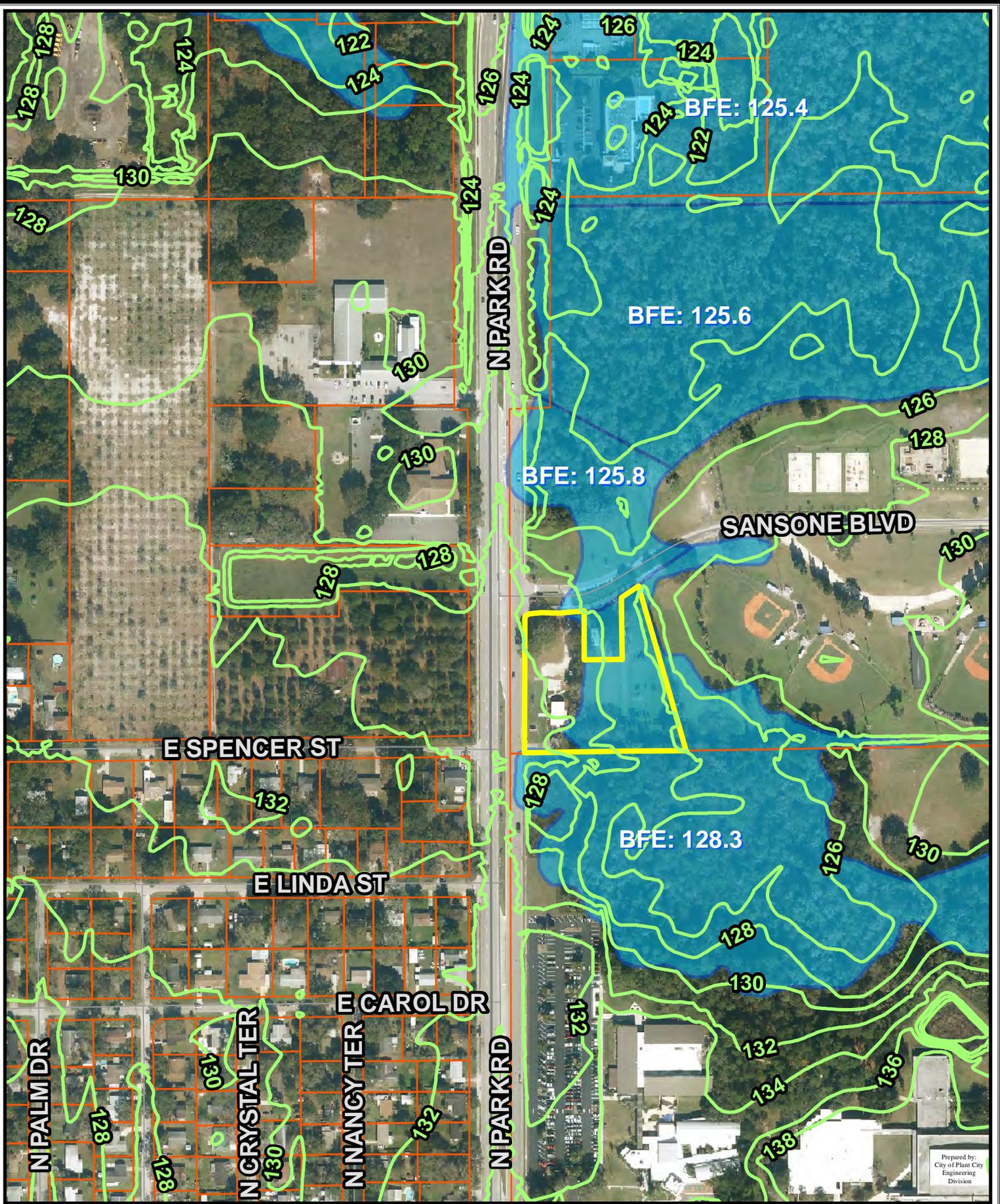
The following is additional information, clarifications, questions and responses related to the above referenced RFP.

**ADDITIONAL INFORMATION**

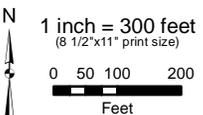
Attached below are the following:

1. Lidar Elevations
2. Architects Agreement
3. Construction Contract (will be issued in Addendum No. 4)

**All other terms and conditions of the Bid Document remain unchanged.**



Prepared by:  
City of Plant City  
Engineering  
Division



**PROPOSED FIRE STATION #3  
FIRM ZONE AND BASE FLOOD ELEVATION  
PLANT CITY, FLORIDA**

- Contours
- Property Lines
- Proposed Station Site and Access
- AE FIRM Zone

Disclaimer: The data are being provided on an "as is" basis. The City of Plant City disclaims any warranty, either expressed or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular use. The entire risk as to quality and performance is with the user. In no event will the City of Plant City or its staff be liable for any direct, indirect, incidental, special, consequential, or other damages, including loss of profit, arising out of the use of these data even if the City of Plant City has been advised of the possibility of such damages. All data are intended for resource management use and have not been collected or certified by a Florida-registered Surveyor and Mapper.

**CONTRACT FOR  
ARCHITECTURAL SERVICES  
BETWEEN  
CITY AND ARCHITECT**

This CONTRACT FOR ARCHITECTURAL SERVICES BETWEEN CITY AND ARCHITECT (the "Contract") is made and entered into by THE CITY OF PLANT CITY, a Florida municipal corporation (the "City") and \_\_\_\_\_ (the "Architect"). This Contract is executed under seal and shall be effective on the date executed as of the \_\_\_\_ day of \_\_\_\_\_, 2016.

A general description of services to be provided by Architect under this Contract is as follows:

Architectural/Engineering services for the site layout and design of a new fire station at N. Park Road and E. Mike Sansone Boulevard on property owned by the City. A portion of the site is located within a flood zone area as shown on the FIRM Zone and Base Flood Elevation Map. Compensation for encroachment into the flood area will occur in the adjacent area(s) to the site.

The professional services shall include all necessary architectural, mechanical, electrical, civil, and structural designs, specifications and drawings required for permitting, bidding, and construction of the fire station and modification of the existing building, if left in place. Services shall include all related and appropriate surveys sufficient for all regulatory permits. Services shall also include construction administration services during the construction of the station.

The detailed scope of services to be provided by Architect is more particularly described in Exhibit "A" Scope of Services (the "Project").

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements stated herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the City and the Architect agree:

1.

**REPRESENTATIONS AND WARRANTIES**

By executing this Contract, the Architect makes the following express representations and warranties to the City:

(A) The Architect is professionally qualified to act as the architect for the Project and is licensed to practice architecture by all public entities having jurisdiction over the Architect and the Project;

(B) The Architect shall maintain all necessary licenses, permits or other authorizations necessary to act as architect for the Project until the Architect's duties hereunder have been fully satisfied;

(C) The Architect has become familiar with the Project site and the local conditions under which the Project is to be designed, constructed, and operated;

(D) The Architect shall prepare all documents and things required by this Contract including, but not limited to, all contract plans and specifications, in such a manner that they shall be accurate, coordinated and adequate for bidding, permitting and construction and shall be in conformity and comply with all applicable law, codes and regulations;

(E) The Architect assumes full responsibility to the City for the improper acts and omissions of its consultants or others employed or retained by the Architect in connection with the Project.

(F) Since the City has entrusted this work to the Architect, Architect shall use its professional expertise to protect the interests of the City at all times with regard to its performance under this Agreement. The Architect shall assume towards the City a professional relationship of trust, confidence and fair dealing. The quality of Architect's work shall be consistent with the requirements stated herein and with prevailing architectural standards. Architect shall insure that its fees charged for this work are fair, reasonable and consistent with fees charged locally for similar work.

2.

PRELIMINARY CONSULTATION, EXAMINATION, REPORT AND COST PROPOSAL

Prior to the execution of this Agreement, the Architect has consulted with the City, and examined information provided by the City concerning the City's purposes, concepts, desires and requirements (the "City's Criteria"), including but not limited to, any design, construction, scheduling, budgetary or operational Project needs, restrictions or requirements. Following such examination, the Architect has prepared and submitted to the City a written report detailing the Architect's understanding of the City's Criteria and identifying any design, construction, scheduling, budgetary, operational, or other problems or recommendations which may result from the City's Criteria. The City has reviewed the written report and has agreed on the Architect's understanding of the City's Criteria. The Architect has subsequently prepared a detailed schedule and Cost Proposal which after approval by the City is hereby attached as Exhibit "B" to this Agreement.

3.

PRELIMINARY DESIGN AND PRICE ESTIMATE

Within \_\_\_\_\_ days after the City's written Notice to Proceed, the Architect shall draft and submit to the City a Preliminary Design for the Project. The Preliminary

Design shall be consistent with the City's Criteria, as, and if, modified, and shall include the following:

- (A) Surveys, including site boundary, topographical, tree and geotechnical including foundation recommendations;
- (B) Site plans showing building(s) location, parking areas, emergency vehicle movement, and North Park Road median opening;
- (C) Building space needs analysis and Building Program;
- (D) Conceptual drawings and renderings for interior design, and exterior building(s) design;
- (E) Written preliminary specifications, together with preliminary plans, if and as necessary or useful to the City, of the architectural, electrical, mechanical, structural and, if relevant, other systems to be incorporated in the Project;
- (F) A written description of the equipment and materials to be specified for the Project and the location of same; and
- (G) Any other documents or items necessary or appropriate to describe and depict the Preliminary Design and the conformity of same with the City's Criteria (as, and if, modified as set forth above) for the Project.

Upon completion of the Preliminary Design, the Architect shall submit to the City in writing, its estimate of the Contractor's anticipated price for constructing the Project in accordance with the Preliminary Design.

4.

DESIGN FOR CONSTRUCTION

Upon written direction from the City, after reviewing with the City the Preliminary Design required by Paragraph 3 above, and after incorporating any changes or alterations authorized or directed by the City with respect to the Preliminary Design or with respect to the City's Criteria, as, and if, modified, and in no event later than \_\_\_\_\_ days after the City's written Notice to Proceed, the Architect shall draft and submit to the City the Design for Construction. The Design for Construction shall include, but shall not necessarily be limited to, plans and specifications which describe with specificity all systems, elements, details, components, materials, equipment, and other information necessary for bidding, permitting and construction. The Design for Construction shall be accurate, coordinated and in all respects adequate for construction and shall be in conformity, and comply, with all applicable law, codes and regulations. Products, equipment and materials specified for use shall be readily available unless written authorization to the contrary is given by the City. In preparing the Design for Construction, the Architect shall retain an experienced, qualified geotechnical consultant to evaluate all geotechnical considerations relating to the design and construction of the Project. The

Architect shall be responsible for designing the Project in accordance with the analyses and recommendations of its geotechnical consultant. Architect shall provide City Engineer with periodic written progress updates and reports, with an interim review at 30%, 60% and 90% completion of the Design for Construction with final approval by the City at 100% completion.

5.

#### FINAL PRICE ESTIMATE

Contemporaneously with the submission of the Design for Construction, the Architect shall submit to the City in writing its final estimate of the anticipated price for constructing the Project. Once submitted, the final anticipated price estimate shall not be increased or decreased by the Architect unless the Design for Construction is changed upon authorization by the City. In such event the final anticipated price estimate shall be adjusted by the Architect to reflect any increase or decrease in anticipated price resulting from the change in Design for Construction.

6.

#### EXCEEDING AN ESTABLISHED "MAXIMUM PRICE"

Prior to directing the Architect to proceed with preparation of the Design for Construction, the City may establish and communicate to the Architect a maximum amount for payment to the contractor as the Contract Price for constructing the Project (the "Maximum Price"). In the event the Architect's final anticipated price estimate as required by Paragraph 5 exceeds the Maximum Price, or in the event the lowest bid or negotiated proposal from a qualified contractor exceeds the Maximum Price, the City may require the Architect, at no cost to the City, to consult with the City and to revise the Design for Construction so as to obtain a bid or proposal at or below the Maximum Price. Absent clear and convincing evidence of gross negligence of the Architect in making its final anticipated price estimate or in designing the Project without regard to the Maximum Price, providing such revisions shall fulfill the Architect's liability to the City in connection with the Maximum Price.

7.

#### DUTIES, OBLIGATIONS AND RESPONSIBILITIES DURING THE BID PROCESS

Upon completion of the Design for Construction, Architect shall assist the City's Purchasing Department during the bid process; assist in the preparation of the necessary bidding information, forms, documents and conditions of the Contract. In addition, Architect shall attend the Pre-bid meeting, answer any questions which may arise with relation to the bid and assist in the evaluation of bids.

8.

#### DUTIES, OBLIGATIONS AND RESPONSIBILITIES DURING CONSTRUCTION

During construction of the Project, and at all times relevant thereto, the Architect shall have and perform the following duties, obligations, and responsibilities:

(A) In addition to its duties, obligations and responsibilities set forth in the following subparagraphs of this Paragraph 8, the Architect shall have and perform those duties, obligations and responsibilities set forth in the Fixed Price Construction Contract Between City and Contractor ("the Construction Contract"), attached as Exhibit "D". The Architect hereby acknowledges that it has received, reviewed and studied a true and correct unexecuted copy of the Construction Contract and same is herein incorporated by reference;

(B) The Architect shall, as contemplated herein and in the Construction Contract, but not otherwise, act on behalf of the City throughout construction of the Project. Instructions, directions, and other appropriate communications from the City to the Contractor with regards to the Construction Contract shall be given to the Contractor by the Architect; provided however, that changes to the work must have the appropriate Change Order documentation approved by the City prior to the work being performed;

(C) Upon receipt, the Architect shall carefully review and examine the Contractor's Schedule of Values, together with any supporting documentation or data which the City or the Architect may require from the Contractor. The purpose of such review and examination shall be to protect the City from an unbalanced Schedule of Values which allocates greater value to certain elements of the Work than is indicated by such supporting documentation or data, or than is reasonable under the circumstances. If the Schedule of Values is not found to be appropriate, or if the supporting documentation or data is deemed to be inadequate, and unless the City directs the Architect to the contrary in writing, the Schedule of Values shall be returned to the Contractor for revision or supporting documentation or data. After making such examination, if the Schedule of Values is found to be appropriate as submitted, or if necessary, as revised, the Architect shall sign the Schedule of Values thereby indicating its informed belief that the Schedule of Values constitutes a reasonable, balanced basis for payment of the Contract Price to the Contractor. The Architect shall not sign such Schedule of Values in the absence of such belief unless directed to do so, in writing, by the City;

(D) The Architect shall carefully inspect the work of the Contractor whenever and wherever necessary, and shall, at a minimum, inspect work at the Project site no less frequently than \_\_\_\_\_. The purpose of such inspections shall be to determine the quality and quantity of the work in comparison with the requirements of the Construction Contract. In making such inspections, the Architect shall protect the City from continuing deficient or defective work, from continuing unexcused delays in the schedule and from overpayment to the Contractor. Following each inspection the Architect shall submit a written report of such inspection, together with any appropriate comments or recommendations, to the City;

(E) The Architect shall initially certify and approve periodic and final payments owed to the Contractor under the Construction Contract predicated upon inspections of the work as required in Subparagraph (D) hereinabove and evaluations of the Contractor's rate of progress in light of the remaining Contract Time and shall issue to the City

Approvals of Payment in such amounts. By issuing an Approval of Payment to the City, the Architect reliably informs the City that the Architect has made the inspection of the work required by Subparagraph (D) above, and that the work for which payment is approved has reached the quantities or percentages of completion shown, or both, that the quality of the Contractor's work meets or exceeds the requirements of the Construction Contract, and that under the terms and conditions of the Construction Contract, the City is obligated to make payment to the Contractor of the amount approved;

(F) The Architect shall promptly provide appropriate interpretations as necessary for the proper execution of the work;

(G) The Architect shall reject in writing any work of the Contractor which is not in compliance with the Construction Contract unless directed by the City, in writing, not to do so;

(H) The Architect shall require inspection or reinspection and testing or retesting of the work in accordance with the provisions of the Construction Contract whenever appropriate;

(I) The Architect shall receive and promptly examine, study, and approve, or otherwise respond to, the Contractor's shop drawings and other submittals. Approval by the Architect of the Contractor's submittal shall constitute the Architect's representation to the City that such submittal is in conformance with the Construction Contract;

(J) The Architect shall receive and promptly examine and advise the City concerning requests for change orders from the Contractor. Upon request by the City, the Architect shall draft Change Orders, whether initiated by the City, or by the Contractor and approved by the City, in accordance with the Construction Contract;

(K) Based upon inspections of the Project, the Architect shall certify in writing to the City the fact that, and the date upon which, the Contractor has achieved Substantial Completion of the Project and the date upon which the Contractor has achieved Final Completion of the Project;

(L) The Architect shall transmit to the City all manuals, operating instructions, as-built plans, warranties, guarantees and other documents and things required by the Construction Contract and submitted by the Contractor;

(M) The Architect shall testify in any judicial proceeding concerning the design and construction of the Project when requested in writing by the City, and the Architect shall make available to the City any personnel or consultants employed or retained by the Architect for the purpose of reviewing, studying, analyzing or investigating any claims, contentions, allegations, or legal actions relating to, or arising out of, the design or construction of the Project;

(N) The Architect shall review any as-built drawings furnished by the Contractor and shall certify to the City that same are adequate and complete; and

- (O) The Architect shall, without additional compensation, promptly correct any errors, omissions, deficiencies, or conflicts in the work product of the Architect or its consultants, or both.

9.

#### INDEMNITY

Architect shall indemnify and hold harmless the City of Plant City, and its officers and employees, from 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 Architect and other persons employed or utilized by Architect in the performance of this Agreement.

10.

#### SCHEDULE

Time is of the essence in the performance of this Contract. Upon execution of this Agreement, the Architect shall provide the City with a proposed schedule for performance by the Architect hereunder. Such schedule, if approved by the City, shall constitute the schedule for performance of its duties hereunder by the Architect.

11.

#### PERSONNEL

The Architect shall assign only qualified personnel to perform any service concerning the Project. Exhibit "C" shall provide fee schedules for personnel to be utilized on this project. The schedules should be for the Architectural firm executing this Agreement and any firms that will be used as sub-consultants. The schedules should identify the staff designation (e.g. Senior Architect) and the fee associated with that staff member.

12.

#### PAYMENTS

For its assumption and performance of the duties, obligations and responsibilities set forth herein, the Architect shall be paid as follows:

(A) The Architect shall be paid for those services required by this Contract the sum of \_\_\_\_\_ (\$\_\_\_\_\_ ), allocated as more particularly described in the Architect's Cost and Payment Schedule, attached as Exhibit "B".

(B) For the assumption and performance of any duties, obligations and responsibilities other than those services required by this Contract, provided same are

first authorized in writing by the City, the Architect shall be paid as follows: By lump sum amount or hourly not-to-exceed for additional services not provided for in this Agreement. Fees utilized for any of these services will be those described in Fee Schedules attached as Exhibit "C" herein;

(C) In addition to the payments provided for hereinabove, the Architect shall be entitled to receive payment for reasonable expenses incurred by the Architect in connection with the Project. Such expenses, however, are limited to transportation, long-distance calls, actual cost of copying and postage or other reasonable mode of transmission of plans, specifications and other writings or things, and any and all other disbursements made by the Architect after first receiving written authorization therefor from the City;

(D) If the Architect's duties, obligations and responsibilities are materially changed through no fault of the Architect after execution of this Contract, compensation due to the Architect shall be equitably adjusted, either upward or downward;

(E) As a condition precedent for any payment due under this Paragraph 12, the Architect shall submit monthly, unless otherwise agreed in writing by the City, an invoice to the City requesting payment for services properly rendered and expenses due hereunder. The Architect's invoice shall describe with reasonable particularity each service rendered, the date thereof, the time expended if such services were rendered pursuant to Subparagraph (B) or (D) hereinabove, and the person(s) rendering such service. The Architect's invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought as the City may require. If payment is requested for services rendered by the Architect pursuant to Subparagraph (A) hereinabove, the invoice shall additionally reflect the allocations as provided in said Subparagraph and shall state the percentage of completion as to each such allocation. Each invoice shall bear the signature of the Architect, which signature shall constitute the Architect's representation to the City that the services indicated in the invoice have reached the level stated, have been properly and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred in accordance with this Contract, that all obligations of the Architect covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to the Architect that payment of any portion thereof should be withheld. Submission of the Architect's invoice for final payment shall further constitute the Architect's representation to the City that, upon receipt by the City of the amount invoiced, all obligations of the Architect to others, including its consultants, incurred in connection with the Project, will be paid in full;

(F) In the event that the City becomes credibly informed that any representations of the Architect as set forth in Subparagraph (E) are wholly or partially inaccurate, the City may withhold payment of sums then or in the future otherwise due to the Architect until the inaccuracy, and the cause thereof, is corrected to the City's reasonable satisfaction;

(G) The City shall make payment to the Architect of all sums properly invoiced under the provisions of this Paragraph 12 within thirty (30) days of the City's receipt of such invoice.

13.

#### PUBLIC RECORDS

Architect shall comply with the requirements of Florida's Public Records law. In accordance with Section 119.0701, Florida Statutes, Architect shall (a) keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service under this contract; (b) provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided under Florida's Public Records law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Architect upon termination of the contract 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 in a format that is compatible with the information technology system of the City.

14.

#### DUTIES, OBLIGATIONS AND RESPONSIBILITIES OF THE CITY

The City shall have and perform the following duties, obligations and responsibilities to the Architect:

- (A) The City shall provide the Architect with the City's Criteria;
- (B) The City shall review any Documents provided by or through the Architect requiring the City's decision, and shall make any required decisions;
- (C) The City shall, at its own expense, furnish a legal description and any necessary survey of the real property upon which the Project is situated;
- (D) As may be mandated by law or called for by the Construction Contract, the City shall, at its own expense, provide for all required testing, inspections (except for those inspections expressly required of the Architect herein), filings, studies or reports;
- (E) In the event the City learns of any failure to comply with the Construction Contract by the Contractor, or of any errors, omissions or inconsistencies in the work product of the Architect, and in the further event that the Architect does not have notice of same, the City shall inform the Architect;
- (F) The City shall afford the Architect access to the Project site and to the Work as may be reasonably necessary for the Architect to properly perform its services under this Contract;
- (G) The City shall perform its duties set forth in this Paragraph 14 in a timely manner;

(H) Except for documents requiring the City's decision as set forth in Subparagraph 14(B) above, the City's review of any documents prepared by the Architect or its consultants shall be solely for the purpose of determining whether such documents are generally consistent with the City's Criteria, as, and if, modified. No review of such documents shall relieve the Architect of its responsibility for the accuracy, adequacy, fitness, suitability or coordination of its work product.

15.

#### APPLICABLE LAW

The law applicable to this Contract is hereby agreed to be the law of the State where the Project is situated.

16.

#### OWNERSHIP OF THE PRELIMINARY DESIGN AND THE DESIGN FOR CONSTRUCTION

The Preliminary Design and the Design for Construction shall become and be the sole property of the City. The Architect may maintain copies thereof for its records and for its future professional endeavors.

Neither the Preliminary Design nor the Design for Construction are intended by the Architect for use on other projects by the City or others. Any reuse by the City or by third parties without the written approval of the Architect, shall be at the sole risk of the City.

17.

#### SUCCESSORS AND ASSIGNS

The Architect shall not assign its rights hereunder, excepting its right to payment, nor shall it delegate any of its duties hereunder without the written consent of the City. Subject to the provisions of the immediately preceding sentence, each party hereto binds itself, its successors, assigns and legal representatives to the other and to the successors, assigns and legal representatives of such other party.

18.

#### NO THIRD PARTY BENEFICIARIES

Nothing contained herein shall create any relationship, contractual or otherwise, with, or any rights in favor of, any third party.

19.

#### INSURANCE

- (A) During the life of this Agreement, Architect shall provide, pay for, and maintain, with companies satisfactory to the City, the types of insurance described herein. All insurance shall be from responsible companies with A.M. Best ratings of A- or better, Class VIII and approved to do business in the State of Florida. Promptly before written Notice of Award of this Agreement, the insurance coverage and limits required must be evidenced by properly executed Certificates of Insurance on forms which are to be furnished by City. The Certificates must be personally, manually signed by the Authorized Representative of the insurance company/companies shown on the Certificates with proof that he/she is an authorized representative thereof. In addition, certified, true and exact copies of all insurance policies required shall be provided to City if requested.
- (1) The Certificates and Policies shall contain provisions that thirty (30) days prior written notice shall be given to City of any cancellation, intent not to renew, or reduction in the policies' coverage, except in the application of the Aggregate Limits Provisions and ten (10) days written notice for nonpayment of premium. In the event of a reduction in the Aggregate Limit of any policy Architect shall immediately take steps to have the Aggregate Limit reinstated to the full limit required herein.
  - (2) All insurance coverage of Architect shall be primary to any insurance or self-insurance program carried by the City applicable to this Agreement.
  - (3) The acceptance by the City of any Certificate of Insurance or copy of any Policy for this Agreement evidencing the insurance coverage and limits required in the Agreement does not constitute approval or agreement by the CITY that the insurance requirements have been met or that the insurance policies shown on the Certificate of Insurance are in compliance with the Agreement requirements.
  - (4) No work for the City shall commence or occupancy of any of its property take place until the required Certificates of Insurance and copies of the Policies, if requested, are received by the City and written Notice of Award is issued to Architect by the City. The Architect's Certificate of Insurance to be used is attached as Exhibit "E".
  - (5) The insurance coverage and limits required of Architect under this Agreement are designed to meet the minimum requirements of the City. They are not designed as a recommended insurance program for Architect. Architect shall be responsible for the sufficiency of its own insurance program. Should Architect have any questions concerning its exposures to loss under this Agreement or the insurance coverage needed therefore, it should seek professional assistance.
  - (6) All of the required insurance coverage must be issued as required by law and must be endorsed, where necessary, to comply with the minimum requirements contained herein. Thirty (30) days written notice must also be given to:

City Attorney  
City of Plant City  
302 W. Reynolds Street  
Plant City, FL 33563

as to cancellation and intent not to renew of any policy and any change that will reduce the insurance coverage required in this Agreement except for the application of the Aggregate Limits Provisions. Ten days written notice must be given for non-payment of premium.

- (7) Renewal Certificates of Insurance on the City's form must be provided to the City twenty (20) days prior to expiration of current coverage so that there shall be no interruption in the work due to lack of proof of insurance coverage required of Architect in this Agreement. Architect authorizes the City to confirm all information furnished the City, as to its compliance with its insurance requirements, with Architect's insurance agents, brokers, and insurance carriers.
  - (8) Should at any time Architect not maintain the insurance coverage required in this Agreement, the City may either cancel or suspend this Agreement or, at its sole discretion, shall be authorized to purchase such coverage and charge Architect for such coverage purchased. The City shall be under no obligation to purchase such insurance nor shall the City be responsible for the coverage purchased or the insurance company or companies used. The decision of the City to purchase such insurance coverage shall in no way be construed as a waiver of its rights under this Agreement.
  - (9) **Insurance Required.** Before starting any work for the City or occupancy of any of its property Architect shall procure and maintain insurance of the types and to the limits specified in this Agreement. All liability insurance policies, other than the Worker's Compensation, Employers Liability Policy and Professional Liability Policy, obtained by Architect to meet the requirements of this Agreement, shall name the City as an additional insured as to the operations of Architect under this Agreement and shall contain the "Severability of Interests" provision. The insurance coverage must cover all of Architect's activities under this Agreement whether on City's property or not.
- (B) **Coverages.** The amounts and types of insurance shall conform to the following minimum requirements with the use of current Insurance Service Office forms and endorsements or their equivalent. Notwithstanding the foregoing, the wording of all policies and endorsements shall be acceptable to the City.
- (1) If there is any conflict as to any coverage form to be used or limits to be provided in Architect's current General Insurance program with the City's insurance requirements the City's Risk Management Director shall decide whether they meet with the intent of the City's requirements or not.

Judgment of the City's Risk Management Director shall be final in this respect.

- (2) Architect shall maintain at all times during the term of the agreement, the following minimum levels of insurance and shall, without in any way altering their liability, obtain, pay for and maintain insurance for the coverages and amounts of coverage not less than those set forth below. Provide to the City original Certificates of Insurance satisfactory to the City to evidence such coverage before any work commences. "City of Plant City, a Florida Municipal Corporation" shall be an additional named insured on all policies related to the project; excluding workers' compensation and professional liability. The policies shall contain a waiver of subrogation as against Plant City for workers compensation and general liability.

All insurance coverage shall be written with a company having an A.M. Best Rating of at least the "A" category and size category of VIII. The firm's self-insured retention or deductible per line of coverage shall not exceed \$100,000 without the permission of the City. The City requires thirty (30) days written notice of cancellation and ten (10) days written notice of non-payment. In the event of any failure by the firm to comply with the provisions; the City may, at its option, on notice to the firm suspend the project for cause until there is full compliance. Alternatively, the City may purchase such insurance at the firm's expense, provided that the City shall have no obligation to do so and if the City shall do so, the firm shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverages.

Worker's Compensation and Employer's Liability Insurance providing statutory benefits, including those that may be required by any applicable federal statute:

Admitted in Florida	Yes
Employer's Liability	\$100,000
All States Endorsement	Statutory
Voluntary Compensation	Statutory

Commercial General Liability Insurance. \$1,000,000 combined single limit of liability for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including the following coverages:

Premises and Operations and Products/Completed Operations; Broad Form Commercial General Liability Endorsement to include blanket contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm); Personal Injury (with employment and contractual exclusions deleted) and Broad Form Property Damage coverages;

Independent Contractors; Delete Exclusion relative to Collapse, Explosion and Underground Property Damage Hazards; Policy must include Separation of Insured's Clause.

- (3) Comprehensive Automobile Liability Insurance. \$1,000,000 combined single limit of liability for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including all owned, hired and non-owned vehicles.
- (4) Professional Liability Insurance. \$1,000,000 for design errors and omissions, exclusive of defense costs. Selected firm shall be required to provide continuing Professional Liability Insurance to cover the project for a period of two (2) years after the projects is completed.

20.

#### TERMINATION

(A) Either party hereto may terminate this Contract upon giving seven (7) days' written notice to the other in the event that such other party substantially fails to perform its material obligations set forth herein;

(B) This Contract may be terminated by the City without cause upon seven (7) days' written notice to the Architect. In the event of such a termination without cause, the City shall pay the Architect for all services rendered prior to the termination, plus any expenses incurred and unpaid which would otherwise be payable hereunder. In such event, the Architect shall promptly submit to the City its invoice for final payment which invoice shall comply with the provisions of Paragraph 12.

21.

#### ENTIRE AGREEMENT

This Contract constitutes the entire and exclusive agreement between the parties with reference to the Project and supersedes any and all prior communications, discussions, negotiations, understandings, or agreements.

CITY

ARCHITECT

CITY OF PLANT CITY

\_\_\_\_\_  
(Typed name)

By: \_\_\_\_\_  
Michael Herr  
City Manager  
302 West Reynolds Street  
Plant City, FL 33563

By: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Printed Name, Title & Address)

\_\_\_\_\_  
(Date of Execution)

\_\_\_\_\_  
(Date of Execution)

Approved as to form and correctness:

\_\_\_\_\_  
Kenneth W. Buchman  
City Attorney

Exhibit "A"  
Scope of Services

Exhibit "B"  
Architect's Cost and Payment Schedule  
(Allocated by tasks)

Exhibit "C"  
Architect's Fee Schedule and Architect's sub-consultant's Fee Schedules

Exhibit "D"  
Construction Contract

Exhibit "E"  
Architect's Certificate of Insurance