

Tampa Palms Open Space and Transportation Community Development District

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Regular Meeting Agenda

Tuesday, September 19, 2023 – 5:15 p.m.

1. Roll Call

2. Townhall Topic - Area 7 Event Room Patio Addition

- A. Financial Impact to Area 7 residents – Funds will be used from the Area 7 Reserve Account
- B. Estimated Costs consists of Architectural Fees and Construction Fees
- C. Sample Architectural Proposal for \$24,500.00
- D. Sample Construction Proposal for \$100,000.00
- E. Sample Drawings
- F. Discussion of Event Room Addition

3. Adjournment

The next Meeting is scheduled for Tuesday, October 17, 2023 at 5:15 p.m.

District Office:

Inframark, Community Management Services
210 N. University Drive, Suite 702
Coral Springs, FL 33071
813-991-1140

Meeting Location:

West Meadows Community Center
8401 New Tampa Boulevard
Tampa, Florida 33647
813-977-1160

PROFESSIONAL SERVICES AGREEMENT

May 18, 2023



AGREEMENT FOR ARCHITECTURAL/SERVICES BETWEEN ARCHITECT AND CLIENT

PARTIES TO THE AGREEMENT:

- **DRAWSMITH ARCHITECTURE LLC, THE ARCHITECT**
- **TAMPA PALMS OPEN SPACE AND TRANSPORTATION COMMUNITY DEVELOPMENT DISTRICT (TPOST-CDD), TAMPA, FL**

THE PROJECT

Overview / Background

TPOST-CDD, (Client) has requested DrawSmith Architecture, LLC (The Architect), to provide a proposal for Architectural Professional Services for the above referenced project.

Scope of Services

- I. Covered veranda at the rear of the existing meeting room.
- II. Add a new French door and opening in the existing back wall.
- III. Modify the existing electrical to add lighting.
- IV. Add sidewalk access.

THE ARCHITECT'S RESPONSIBILITIES

Architect's Basic Services: The Architect shall provide Architectural consulting services including, structural, M.E.P., engineering - consistent with standards of professional care and orderly progress of the work.

A. As-Built Phase: Not Included In This Agreement

B. Schematic Design Phase: Not Included In This Agreement

C. Design Development Phase: Based on the approval of Schematic Design Documents, and any adjustments authorized by the Client in the Program, schedule, or construction budget, the Architect shall prepare, for approval by the Client, Design Development Documents consisting of computer aided drafting documents (CADD) to fix and describe the size and character of the project for approval by the Client. The documents consist of floor plans, exterior elevations, roof plan, and site plan.

D. Animation Phase: Not Included In This Agreement

E. Construction Documents Phase: Based on approved Design Development Documents and any further adjustments in the scope of quality of the Project or the construction budget authorized by the Client, The Architect shall prepare, for approval by the Client, Construction Documents consisting of Drawings and Specifications setting forth the requirements for the construction of the Project.

F. Bidding and Negotiation: The Architect shall assist the Client in establishing a list of prospective contractors. Following the Client's approval of the Construction Documents, the Architect shall assist the Client in (1) obtaining either competitive bids or negotiated

proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

COMPETITIVE BIDDING

Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

The Architect shall assist the Client in bidding the Project by

1. procuring the reproduction of Bidding Documents for distribution to prospective bidders;
2. distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
3. organizing and conducting a pre-bid conference for prospective bidders;
4. preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
5. organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Client.

The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

NEGOTIATED PROPOSALS

Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

The Architect shall assist the Client in obtaining proposals by

1. procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
2. organizing and participating in selection interviews with prospective contractors; and
3. participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Client.

G. Construction Administration: The Architect shall be a representative of and shall advise and consult with the Client during construction until final payment to the Contractor is due. The Architect shall visit the site at intervals appropriate to the state of construction to become generally familiar with the progress and quality of the work completed and to determine in general if the work is being performed in a manner indicating that the work when completed will be in accordance with the construction documentation and the Construction Contract between Client and Contractor.

However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work. On the basis of on-site observations, the Architect shall keep the Client informed of the progress and quality of the work, and shall endeavor to guard the Client against defects and deficiencies in the work. The Architect shall review and approve or take other appropriate action upon Contractor's submittals, such as Shop Drawings, Product Data and Samples, but only for limited purpose of checking for conformance with the construction documentation. The Architect shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, schedules, unmet-deadlines, or safety precautions and programs in connection with the work, since these are solely the Contractor's responsibility under the Construction Contract between the Client and Contractor.

Therefore, the Architect shall not be responsible for the Contractor's failure to carry out the work. Based on the Architect's observations and evaluations of the Contractor's

Applications for payment, the Architect shall review and certify the amounts due the Contractor. **All work described above shall be billed per hourly work costs listed below.**

Contingent Additional Services: The following services are not included in the Architect's Basic Services:

Revisions: Making revisions to Drawings, Specifications or other documents when such revisions are: (1) inconsistent with approvals or instructions previously given by the Client, including revisions made necessary by adjustments in the Client's program or Project budget; (2) required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents; or (3) due to changes required as a result of the Client's failure to render decisions in a timely manner.

CLIENT'S RESPONSIBILITIES

The Client shall provide full information regarding requirements for the project, including a program, which shall set forth the Client's objectives, schedule, constraints and criteria, budget, space and design requirements and site requirements.

The Client shall furnish the following services and therefore are not included in this contract: information, surveys and reports at the Client's own expense and the Architect shall be entitled to rely upon the accuracy and completeness thereof:

- Surveys describing physical characteristics, legal limitations and utility locations for the site of the Project and a written legal description of the site.
- The services of geotechnical engineers when such services are required. Such services may include, but not be limited to, test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials.
- The service of additional consultants when such service is reasonably required by the scope of the Project.
- Chemical, air and water pollution test for hazardous materials, and other laboratory and environmental tests, inspections and reports required by law or the Contract Documents.
- Landscape architecture, Grading plans, Well-Septic-Transformer locations, Interior Design, Pool Design, Civil Engineering, Fire Protection engineering.

COMPENSATION

Design Development Phase	\$3,000.00
Construction Document Phase	\$10,000.00
Consultants Phase	\$5,000.00
Bidding and Negotiation Phase (Optional)	\$2,500.00
Construction Administration Phase (Optional)	\$4,000.00
Total Fee	\$24,500.00

HOURLY WORK COSTS

Additional work, requested by Client, that is not set forth in this agreement, shall be billed to client at the hourly rates listed below. Both parties, prior to any work being performed, shall agree on this additional work.

Principal	\$250.00/hour
Sr. Architect	\$225.00/hour
Designer	\$180.00/hour
Architect/Project Manager	\$150.00/hour
CADD	\$ 130.00/hour
Clerical	\$ 75.00/hour

OTHER CONDITIONS**REIMBURSABLE EXPENSES**

This fee does not include "Reimbursable Expenses" which are in addition to the compensation for basic and additional services. Reimbursable items shall include blue-line printing; CAD plots, express mailing, mileage and travel etc. Reimbursable expenses shall be billed at the actual expenditure plus service fee of 15% or \$20.00 minimum, to cover Office time for handling and bookkeeping.

PUBLICITY

It is understood that the Architect will be given due consideration in any public listing of firms performing services on this project, with the Architect's name included in the graphic displays at the site or in the news announcements and promotional literature. In any event, the Architect shall be permitted to place his standard sign at the site during the construction phase of the project. The Architect is permitted to use the project for marketing purposes including but not limited to printed materials, digital marketing platforms, website, social media.

BILLING AND PAYMENT

Payment is due upon receipt of invoice. Fees shall be invoiced on monthly basis for the portion of the project carried out to the billing date. All moneys not paid to the Architect when due shall bear interest at the rate of 1.5 percent monthly (18% per annum) compounded monthly. If the Client should fail to pay any bill within thirty (30) days of the due date, Architect may stop work on the project, hold all work materials and file a mechanic's lien on the entire project.

AMERICANS WITH DISABILITIES ACT

The Americans with Disabilities Act (ADA) provides that it is a violation of the ADA to design and construct a facility for first occupancy later than January 26, 1993, that does not meet the accessibility and usability requirements of the ADA except where any entity can demonstrate that it is structurally impractical to meet such requirements. The Client acknowledges that the requirements of the ADA will be subject to various and possibly contradictory interpretations. The Architect, therefore, will use his or her reasonable professional efforts to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the project and cause the project to be designed accordingly. The Architect, however, cannot and does not warrant or guarantee that the Client's project will comply with interpretations of ADA requirements as they apply to the Project.

CLIENTSHIP/ALTERATIONS OF DOCUMENTS

Client agrees that any designs, documents or other materials provided to Architect for modification have been legally obtained and that Client is the owner of all said documents and materials and has full authorization for both modification and reuse. Furthermore, Client agrees to indemnify, hold harmless, and defend Architect (including without limitation attorney's fees) against all damages, claims, and losses of any kind including copyright disputes arising from the modification or use of any Client provided materials.

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The designs, drawings and other documents prepared by The Architect for the project are instruments of The Architect's service. The Architect shall be deemed the exclusive author of these documents, all designs and media. The Architect retains all common law, statutory and other reserved rights, including all copyrights. There is no mutual intent to share authorship or ownership in the designs or plans that The Architect provides under this Agreement. Unless and until stated otherwise in a writing signed by The Architect, CLIENT can build multiple structures on land owned by CLIENT using the plans purchased from The Architect. CLIENT has no reproduction or modification rights or license for the drawings or architectural works provided by The Architect.

DIGITAL/ PAPER BACK-UP

The Architect is not responsible for archiving of digital and/or paper back-up files after initial deliverables have been provided to Client.

RELEASE OF ELECTRONIC AUTOCAD FILES

The DRAFTER may release CAD files in whole or in part to a third party vendor or Client as a professional courtesy. The release of a CAD file does not alter or release Drafter's intellectual property rights in the same. The Client understands that the transfer and conversion of the data from the system and format as used by Architect to another system or format cannot be accomplished without the possible introduction of inexactitudes, anomalies, and errors. There's also the possibility that data delivered in a machine, readable format may be altered, whether inadvertently or otherwise, and that changes or modifications to Architect's data, introduced by anyone other than the Architect, may result in adverse consequences which the Architect can neither predict nor control.

The Architect reserves the right to revise, update, and improve its electronically stored data without notice and assumes no responsibility for any damages which may arise as a result of the use of its data. The Architect makes efforts to ensure this data is virus free; however, the Architect assumes no responsibility for damages caused by the installation of this data. Client fully and forever releases and discharges the Architect and its affiliates and their officers, directors, employees, successors and assigns, present and future, from all liability, damages, claims and costs (known or unknown) incurred, or which may hereafter be incurred, arising out of or relating to any data on the electronic or digital media which the Architect provided to Recipient at Client's request. Client expressly agrees to hold harmless, defend and indemnify the Architect for all claims, cost, demands, losses, and damages, including attorney's fees, arising out of or related to any subsequent usage by any person of any data provided on electronic or digital media by the Architect to Client.

COLLECTION OF FEES

The Architect shall be entitled to collect reasonable fees and costs (including attorney's fees and interest) should it be required to obtain collection of any amount due under this agreement by a court action or settlement without court action.

AUTHORIZATION TO PROCEED

Execution of this Agreement by the Client shall be authorization for the Architect to proceed with the services and acceptance of the Standard Terms and Conditions. The Architect shall be entitled to collect reasonable fees and costs (including attorney's fees and interest) should it be required to obtain collection of any amount due under this agreement by a court action or settlement without court action.

ACCESS TO THE SITE

Unless otherwise noted, the Architect will have access to the site for activities necessary for the performance of the services. The Architect will take precautions to minimize damage due to these activities but has not included in the fee the restoration of any resulting damage.

ESTIMATE OF COST

It is understood that the Architect's Estimates of Cost, when provided, are usually based on recent bids of construction contractors on similar work; that the Architect cannot control or be responsible for amounts of construction bids and that the Architect's estimates do not constitute a guarantee of construction costs.

APPLICABLE LAW

This Agreement and the interpretation and enforcement of the same shall be governed by and construed in accordance with the laws of the State of Florida and venue for any action or arbitration shall only be appropriate in Hillsborough County, Florida.

RENEGOTIATION OF FEES

Where applicable, unless otherwise noted in this Agreement, the Architect reserves the right to renegotiate fixed fees on an annual basis to reflect changes in price indices and pay scales applicable to the period when services are, in fact being rendered. If authorized by the Client, overtime work shall be charged at a higher rate than regular fees. This proposal is valid for **6 months** from the contracts date stated on page one. Upon expiration of this Agreement, fees could increase 20% unless a renegotiated Agreement between The Architect and CLIENT is signed within 60 days of expiration.

INDEMNIFICATION

Client agrees to indemnify, defend and hold harmless Architect against any and all liability, loss, damages, and expenses, including reasonable attorneys' fees and costs (including but not limited to fees and costs incurred in connection with appellate proceedings), that Architect may incur by reason of, resulting from, or arising out of any claim brought by any person or entity in connection with the use of Architect's Documents, regardless of whether the damages are alleged to have occurred in whole or in part as a result of or due to Architect's negligent or willful conduct, or in connection with a breach of Architect's obligations herein. In the event the damages are alleged to have occurred in whole or in part as a result of or due to Architect's negligent or willful conduct, or in connection with a breach of Architect's obligations herein Client's obligation to defend and hold harmless Architect is limited to \$100,000.00 or the amount paid by Client to Architect pursuant to this Agreement, whichever is lower.

LIMIT OF LIABILITY.

In recognition of the consideration paid and relative risks and benefits of the use of Architect's Documents to both Architect and Client, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of Architect to Client or any third party for any and all claims, losses, costs, attorney fees, damages of any nature whatsoever arising in any way from Architect's Documents to the amount paid by Client to Architect pursuant to



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this Agreement. Additionally, under no circumstances is Architect liable for any incidental, special, consequential, or indirect damages of any kind, including, but not limited to, loss of anticipated profits, business opportunity or other economic loss arising out of the use of services or any Architect's Documents received from Architect, whether the same are alleged as resulting from breach of contract, warranty, the negligence of Architect or otherwise; even if Architect has been advised of the possibility of such damages.

Architect shall not be held responsible for any delays including but not limited to delays caused by government requirements or delays caused by lack of action on the Client's part. Architect shall not be held liable for Client deadlines unless deadlines are specifically agreed to in writing by both parties. Architect may be asked from time to time to recommend other professionals to complete tasks required for permitting or other reasons. Architect may or may not make recommendations, and if made, shall not be held responsible for the timeliness or quality of said professional. All other professionals, including professionals recommended by Architect, shall be directly employed by Client and Client shall be responsible for any payment due to said professionals. The above shall be the case even if Architect advances fees or costs of other professionals.

Pursuant to section 558.035, Florida Statutes, the individual employee(s) or agent(s) of Architect may not be held individually liable for negligence.

TERMINATION

The obligation to provide further services under this Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the termination party. In the event of termination, the Client shall pay the Architect for all services rendered to date, together with reimbursable expenses then due.

PERMIT AND APPLICATION FEES

Unless otherwise specified in the Agreement, all permit and/or application fees are the responsibility of the Client.

ARBITRATION

The Parties agree that any dispute brought by Client or any other person or entity regarding The Architect's Documents or any dispute arising from this Agreement in any way as to its meaning or enforcement or otherwise, whether in tort or contract, shall be submitted for the determination of a single arbitrator, pursuant to a confidential arbitration proceeding governed by the rules of the American Arbitration Association. Client shall ensure that any contract it has with any person or entity who will use or benefit from The Architect's Documents, contains the requirement that said person or entity is required to arbitrate any dispute it has, that pertains to The Architect's Documents, in accordance with this paragraph. The party filing the arbitration claim shall bear all of the AAA fees and costs and shall pay all fees and costs of the Arbitrator, which shall not be subject to reallocation under the arbitration award.

WAIVER OF JURY TRIAL

EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

SEVERABILITY

In the event that any term or paragraph of this Agreement is deemed invalid, all remaining terms, conditions, recitals and paragraphs shall remain in full force and effect.

CONTRACT DOCUMENTS

In addition to this Agreement, the Parties may be party to a Master License Agreement for use of Copyrighted Conceptual Drawings and shall exchange purchase orders and invoices, which shall become part of this Agreement. The terms of this Agreement shall be incorporated as if stated in any of the Parties' documents. In the event of a conflict between the terms of any of the Parties' documents, the terms of this Agreement control.

A retainer in the amount of **\$3,000.00** is required to initiate this Agreement and will be credited to the total amount of the contract.

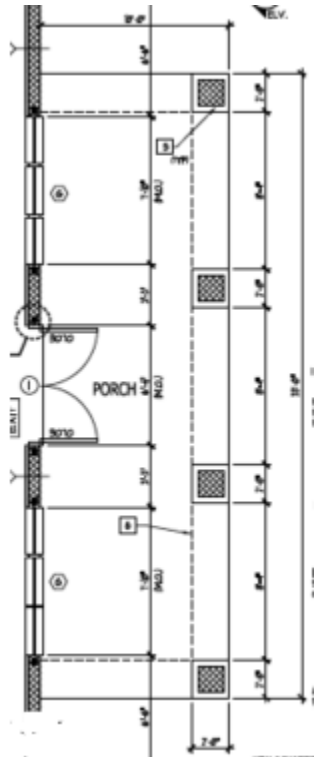
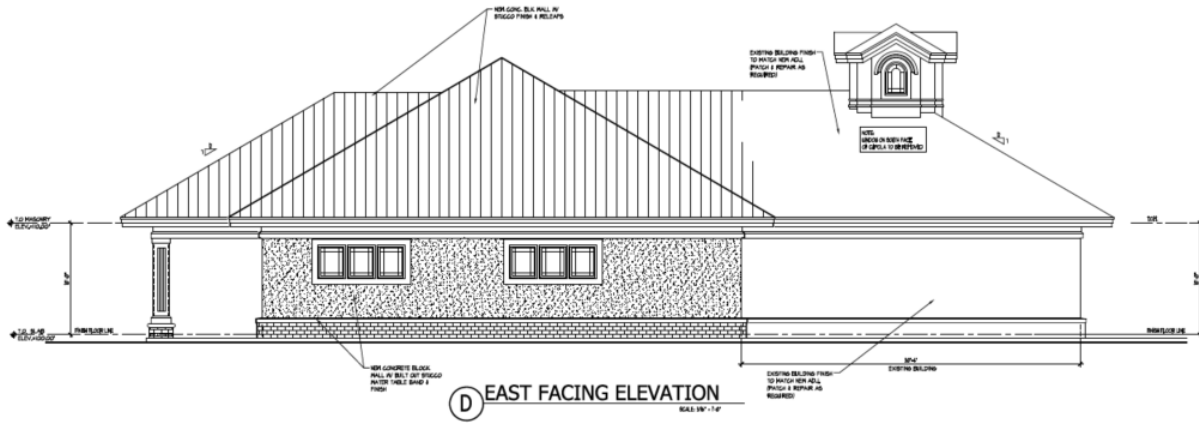
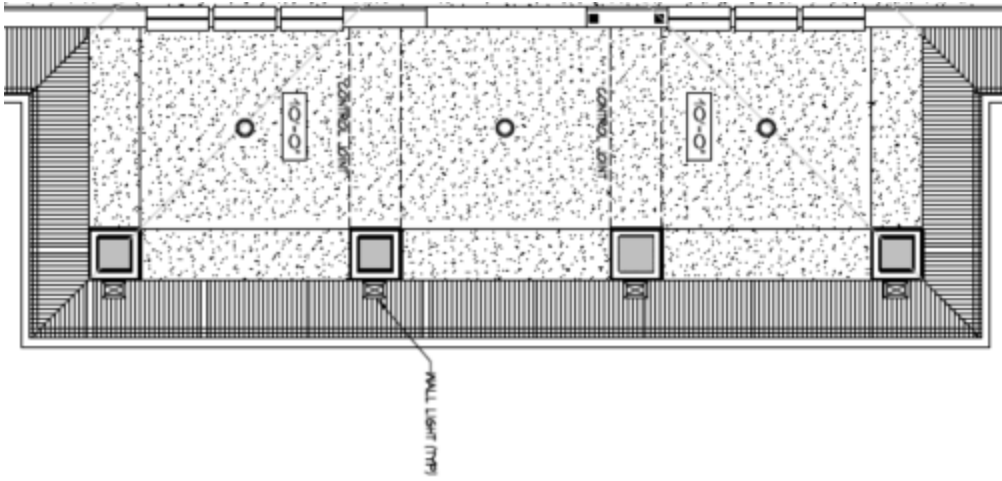
ACCEPTANCE

Jeff W. Smith, V.P.
DrawSmith Architecture LLC

Date

Mark Vega
TPOST-CDD
2654 Cypress Ridge Blvd., Suite 101
Tampa, FL 33544

Date





**DRAW
SMITH**
ARCHITECT • LLC

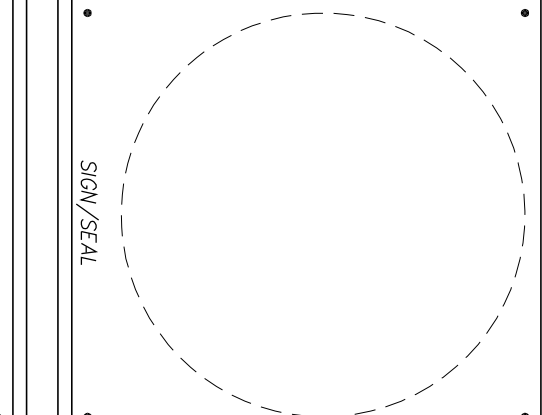
150 STATE STREET EAST
OLDENBURG, FL 34627
TEL: (718) 809-2326 - WEBSITE:
COSENTINOARCHITECTS.COM E-MAIL:
COSENTINOARCHITECT @ GMAIL.COM

MICHAEL A. COSENTINO #A93940
I HEREBY CERTIFY THAT I HAVE REVIEWED THE ATTACHED DESIGN AND FIND IT TO BE IN COMPLIANCE WITH SECTION 1301 OF THE FLORIDA BUILDING CODE, RESIDENTIAL 7TH EDITION (2020).

WARNING:
SIGNATURE OF THE LAW FOR ANY PERSON TO ALTER THIS CONTRACT DOCUMENT IN ANY WAY WITHOUT THE EXPRESSED WRITTEN CONSENT OF MICHAEL A. COSENTINO, P.A.

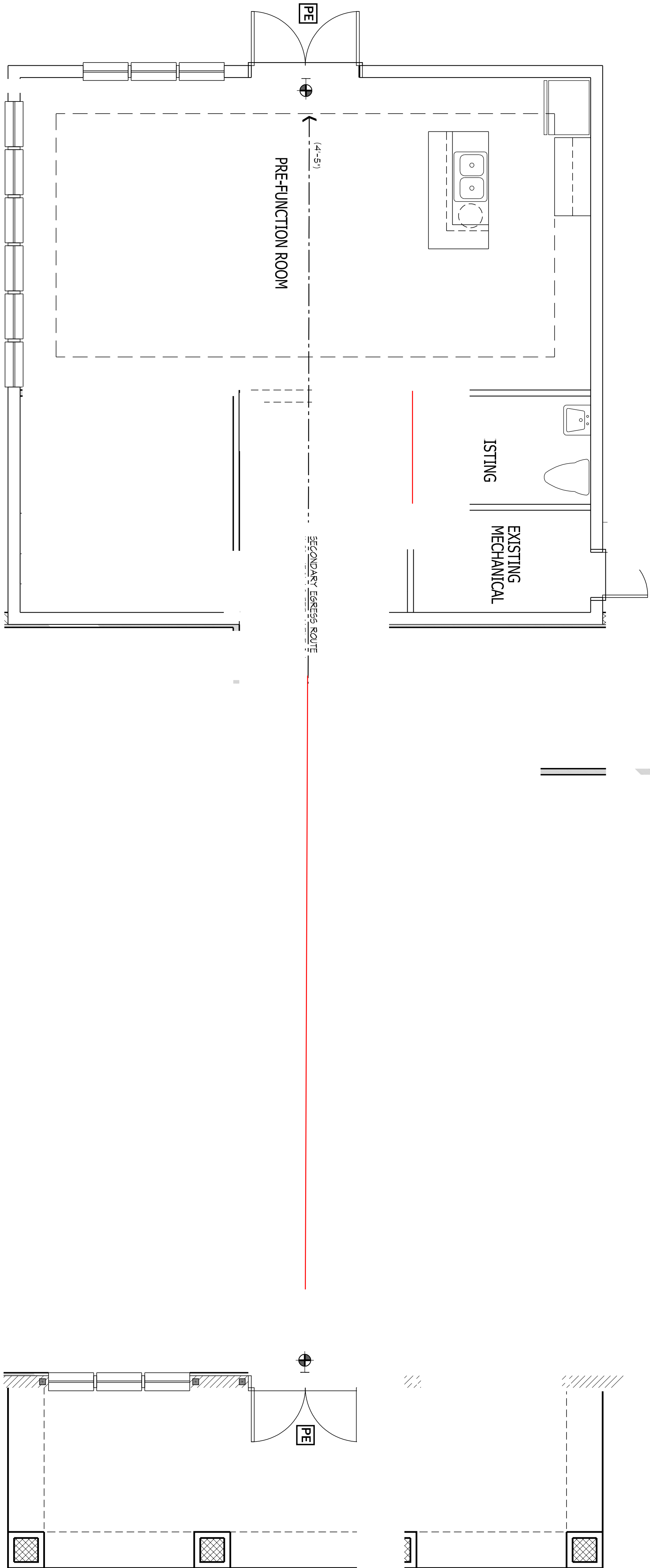
LEGEND

JOB NUMBER B-1831449	POST-CDD
CDD FILE	ISSUED 04-19-21
ISSUED	04-30-21
REVISED	06-09-21
	06-19-21
	09-14-21
	12-06-21



SIGNATURE

MUNICIPALITY USE ONLY



GATHERING CENTER PORCH PLAN

PORCH
330 S.F.

LIFE SAFETY NOTES AS PER FBC 2022:

- HANDRAILS SHALL COMPLY W/ FBC 2017 BUILDING SECTION 1012.8
- GUARD RAILS SHALL COMPLY W/ FBC 2017 BUILDING SECTION 1012.9
- THE ELEVATION OF FLOOR SURFACES ON BOTH SIDES OF THE DOOR SHALL COMPLY W/ FBC 2022 BUILDING SECTION 1015
- THE MEANS OF EGRESS SHALL HAVE A CEILING HEIGHT OF NOT LESS THAN 7 FEET 6 INCHES
- ELEMENTS CANNOT PROJECT OVER WALKING SURFACES MORE THAN 4 INCHES WHEN THEY ARE LOCATED BETWEEN 27 & 80 INCHES A.F.F.
- WALKING SURFACES SHALL BE SLIP RESISTANT UNDER FORSEABLE CONDITIONS. THE WALKING SURFACE OF EACH IN THE MEANS OF EGRESS SHALL BE UNIFORMLY SLIP RESISTANT ALONG THE NATURE PATH OF TRAVEL.
- SEE SHEET E-2.1 FOR EXIT & EMERGENCY LIGHTING INFORMATION
- SEE SHEET E-2.1 FOR ACCESS CONTROL INFORMATION

**GATHERING CENTER
LIFE SAFETY PLAN**

SCALE: 1/4" = 1'-0"

PROJECT NAME:
**NEW ACTIVITY CENTER
(TPOST-CDD)**

PROJECT ADDRESS:
**8401 NEW TAMPA BLVD.
TAMPA, FL 33647**

LIFE SAFETY
PLAN

SHEET
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