

CONTRACT

THIS CONTRACT, entered into this _____ day of _____, 2016, by and between the CITY OF CLEARWATER, a Florida municipal corporation, hereinafter referred to as "City," P.O. Box 4748, Clearwater, Florida 33758 and APG Electric, Inc., a Florida Corporation, d.b.a. APG Engineering, referred to as "APG," 4825 140th Avenue North, Clearwater, Florida 33762.

WHEREAS, the City is seeking the services of APG with respect to the City's compliance with the requirements of the National Fire Protection Association Standard, NFPA 70E, Handbook for Electrical Safety in the Workplace, 2015 edition (NFPA 70E); and

WHEREAS, APG agrees to provide all services and fulfill all requirements as fully defined within the City of Clearwater RFP #05-16 for a maximum of 4,929 components of electrical equipment.

NOW THEREFORE, in consideration of the promises stated herein, the City and APG mutually agree as follows:

1. SCOPE OF PROJECT.

APG agrees to provide Electrical Engineering and other related services under the terms and conditions set forth in Request for Proposal (RFP) No.05-16, National Fire Protection Association Standard 70E Compliance, and APG's

response dated December 9, 2015, and described in attached **Exhibit A – Scope of Work**.

2. **TIME OF PERFORMANCE.**

The initial Contract Term shall commence on April 25, 2016 and end April 25, 2017. This Contract may be extended for an additional period of three months upon the mutual agreements of the Parties.

3. **COMPENSATION.**

The City will pay APG a sum not to exceed \$530,219 as described in attached **Exhibit B – Fee Schedule**, inclusive of all reasonable and necessary direct expenses. The City may, from time to time, require changes in the scope of the project of APG to be performed hereunder. Such changes, including any increase or decrease in the amount of APG's compensation and changes in the terms of this Contract which are mutually agreed upon by and between City and APG shall be effective when incorporated in written amendment to this Contract.

4. **METHOD OF PAYMENT.**

APG's invoices shall be submitted to the City for approval for payment on a Net 30 basis. The City agrees to pay after approval under the terms of the Florida Prompt Payment Act F.S. 218.70.

The City's performance and obligation to pay under this Contract is contingent upon an annual appropriation of the City's budget.

5. NOTICES AND CHANGES OF ADDRESS.

Any notice required or permitted to be given by the provisions of this Contract shall be conclusively deemed to have been received by a party hereto on the date it is hand delivered to such party at the address indicated below (or at such other address as such party shall specify to the other party in writing), or if sent by registered or certified mail (postage prepaid) on the fifth (5th) business day after the day on which such notice is mailed and properly addressed.

APG

City of Clearwater

Michael Dobbs, Principal
4825 140th Avenue North
Clearwater, Florida 33732
Telephone # (727) 223-0202
Facsimile # (727) 530-0045

Chuck Lane, Risk Manager
P.O. Box 4748
Clearwater, Florida 33758
Telephone # (727) 562-4655
Facsimile # (727) 562-4659

6. TERMINATION OF CONTRACT.

Termination by the City is pursuant to RFP No. 05-16 Terms and Conditions.

7. INDEMNIFICATION AND INSURANCE.

APG agrees to comply with all terms, provisions, and requirements contained in RFP No.05-16 National Fire Protection Association Standard 70E Compliance, made a part hereof as if said document were fully set forth at length herein.

8. PROPRIETARY MATERIALS.

Upon termination of this Contract, APG shall transfer, assign and make available to City or its representatives all property and materials in APG's possession belonging to or paid for by the City.

9. INTERESTS OF PARTIES.

APG covenants that its officers, employees and shareholders have no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance and/or provision of services required under the terms and conditions of this Contract.

10. CONFORMANCE WITH LAWS.

APG agrees to comply with all applicable federal, state and local laws during the life of this Contract.

11. ATTORNEY FEES.

In the event that either party seeks to enforce this Contract through attorneys at law, then the parties agree that each party shall bear its own attorney fees and costs.

12. GOVERNING LAW AND VENUE.

The laws of the State of Florida shall govern this Contract, and any action brought by either party shall lie in Pinellas County, Florida.

IN WITNESS WHEREOF, the parties hereto have executed this Contract
as of the date set forth above.

CITY OF CLEARWATER, FLORIDA

Countersigned:

George N. Cretekos
Mayor

By: _____
William B. Horne II
City Manager

Approved as to form:

Attest:

Paul R. Hull
Assistant City Attorney

Rosemarie Call
City Clerk

**APG ELECTRIC, INC., d.b.a. APG
ENGINEERING**

Attest:

By: _____

Print Name: _____

Print Name: _____

Secretary

Title: _____

EXHIBIT "A"

Scope of Work

The project will include services necessary for the City's compliance with the requirements of the National Fire Protection Association Standard, NFPA 70E, Handbook for Electrical Safety in the Workplace, 2015 edition. APG will perform a complete equipment inventory/data study by collecting relative data, analyze the results received, provide the resulting data to the City, provide equipment labels, label the relevant equipment, and provide training guidance to the City. APG will also assist the City in developing an Electrical Safety Program.

APG Engineering will provide all services and fulfill all requirements as fully defined within the City of Clearwater RFP #05-16 Scope of Work, for an estimated 4,929 pieces of electrical equipment.

Deliverables to include the following:

- Complete Engineering Analysis and Review of electrical distribution system to include Short Circuit, Fault Current, Protective Device Coordination Study, and Arc Flash Analysis with detailed engineering analysis and recommendations by a State of Florida Certified Professional Engineer
- Prepare report with findings and recommendations
- Provide Arc Flash Hazard labels per NFPA-70E
- Training and/or training documentation

Owner shall be responsible for furnishing access to facilities during normal business hours for gathering pertinent information and/or applying labels to equipment. Owner shall also provide access to all available electrical plans and power diagrams necessary to complete the arc flash risk assessment. The arc flash risk assessment is a representation of the incident energy levels based on existing conditions. Any change to the power system (circuit breaker settings, adding major equipment, etc.) will affect the incident energy levels/PPE requirements of the arc flash risk assessment. Recognizing that the study is based upon the validity of the power system study at a given point in time, all changes to the power system after APG Engineering begins their work will be considered a "Change In Service" and subject to additional fee to modify/re-evaluate the arc flash risk assessment.

EXHIBIT "B"

Fee Schedule

Based on the scope of work as described above to perform services on 4,929 electrical components, APG Engineering's fee is a lump sum not-to-exceed, all-inclusive price of **Five Hundred Four Thousand Nine Hundred Seventy Dollars (\$504,970.00)**. This lump sum shall be adjusted upward pro rata if the scope increases from the above. The contract price of \$530,219 contains a 5% contingency should the actual electrical component count increase above 4,929 during the life of the Contract. Should the actual electrical component count decrease below 4,929 during the life of the Contract, this lump sum shall be adjusted downward accordingly.

APG's fee has been assembled as follows:

For hourly work, or work considered "Change in Service", APG Engineering will be reimbursed on an hourly basis at the rates indicated below:

- Principal: \$230
- Project Manager/Senior Engineer: \$185
- Engineer/Senior Designer: \$165
- Designer: \$125
- CAD Operator: \$95
- Administrative: \$75

APG's original fee of \$421,145.00, as proposed in APG's response to RFP #05-16, was based on the estimated 4,106 electrical components provided by the City of Clearwater. The adjusted fee of \$504,970.00 reflects the increase in scope to an estimated 4,929 electrical components. This adjusted fee is based on the following:

- Fixed Fee for Engineering Services: \$3,050
- Fee per estimated electrical component: \$101.83
- APG recognizes that analysis of electrical components of less than 151 Volts AC may incur a cost of less than \$101.83 per component. For invoicing purposes, APG will calculate the price of assessing such components accordingly.