

Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Operating Costs	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
External Revenues	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Program Income (County)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
In-Kind Match (County)					
NET FISCAL IMPACT					
# ADDITIONAL FTE					
POSITIONS (Cumulative)					

Is Item Included in Current Budget? Yes _____ No _____


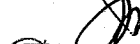

B. Recommended Sources of Funds/Summary of Fiscal Impact:

Budget Account No: Fund_____ Dept_____ Unit_____ Object_____
Reporting Category_____

Fiscal impact cannot be determined at this time. Individual Task Assignment requiring BCC approval will be brought to the Board and fiscal impact will be addressed at that time; otherwise, funding will come from previously approved BCC projects.


III. REVIEW COMMENTS:

A. OFMB Fiscal and/or Contract Development and Control Comments:


 OFMB



Dr. F. Jacoby 10/10/06
Contract Administrator
E. Jacoby 10/10/06

B. ~~Legal~~ Sufficiency:


Assistant County Attorney

This Contract complies with our contract review requirements.

C. Other Department Review:

Department Director

This summary is not to be used as a basis for payment.

**CONTRACT FOR ARCHITECTURAL/PROFESSIONAL SERVICES
CONTINUING CONTRACT BASIS
FOR SMALL CONSTRUCTION PROJECTS**

This Contract is made as of the _____, by and between **PALM BEACH COUNTY**, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and **ASTORINO**, a corporation authorized to do business in the State of Florida, hereinafter referred to as the ARCHITECT, whose Federal I.D. number is **25-1731429**.

In consideration of the mutual promises contained herein, the COUNTY and the ARCHITECT agree as follows:

DEFINITIONS:

"Approval"/"Acceptance"/"Authorization": when referring to COUNTY'S approval, acceptance or authorization shall not constitute acceptance or approval of the buildability or suitability of any documents nor the approval or acceptance of the condition, status or progress of the work, but only establishes that the COUNTY has verified such documents exist and that progress payments may be made. No liability shall flow to, be assumed by, or incurred of the COUNTY for its acceptance, approval or authorization of any documents or work hereunder.

"Construction"/"Contract Documents": shall include, but not be limited to the Advertisement for Bids, Instructions to Bidders, Small Business Enterprises, Bid Proposal, Bid Bond, Warranties, Notice of Intent to Award, Notice to Proceed, Certification of Substantial Completion, General Conditions, Supplemental General Conditions, Technical Specifications, Design Documents whether preliminary or final, Architectural Drawings, Contract Drawings, Plans, Shop Drawings, Addenda and Change Orders executed pursuant to the Construction Documents.

"Observe", "Observation(s)", "Visit(s)": site visits by the ARCHITECT to determine if construction is being performed in compliance with the Construction Documents and to determine if the contractor is progressing according to the project schedule.

SECTION I - BASIC SERVICES OF ARCHITECT

1.1 General

1.1.1 ARCHITECT shall provide for COUNTY Professional Architectural services in all phases of the Project to which this Agreement applies as hereinafter provided. These

services will include serving as COUNTY'S professional Architectural representative for the project(s), providing professional Architectural consultation and advice and furnishing customary civil, structural, mechanical and electrical engineering services, surveying, environmental and customary architectural and landscape architectural services incidental thereto.

1.1.2 The services of this Contract may include a series of many separate individual task or projects, all related to general consulting services, as more particularly described below. Task assignments will be subject to scope definition and determination of level of effort on a task-by-task basis. During the term of this Contract, the COUNTY may require services that are expected to be more extensive in scope or a different nature than that described in this Section. In such an event, the COUNTY may, at its sole discretion, obtain said services in accordance with the State of Florida Consultants Competitive Negotiation Act. If so, it is mutually understood that the relationship between ARCHITECT and COUNTY under this Contract shall be considered as neither barring ARCHITECT from, nor granting special consideration to ARCHITECT in participating in the selection process for a consultant to provide such additional services.

1.1.3 Assignment of tasks to the ARCHITECT will be at the sole discretion of the COUNTY. The COUNTY may choose to select another firm or use in-house staff to perform any of the tasks described, in whole or in part. Task scope and fee negotiation will be performed on a task-by-task basis. No minimum amount of professional services or compensation is guaranteed to the ARCHITECT. This is not an exclusive contract. The COUNTY may enter into similar contracts with other Architects or Engineers to provide the same or similar services during the term of this contract.

1.1.4 Each task performed under this Contract will be assigned to ARCHITECT for accomplishment by a separate written service authorization. For each task COUNTY will require ARCHITECT to provide proposed written scope of services including schedule and cost, for COUNTY review. Upon mutual agreement of the scope of services, schedule and cost (lump sum fee or not to exceed arrived as in accordance with Section 5 of this contract), COUNTY will issue a notice to proceed for each assigned task.

1.1.5 The types of individual projects or tasks to be assigned to ARCHITECT under this Contract may include, but not necessarily limited to those listed in EXHIBIT A.

1.1.6 In the performance of this Contract, the ARCHITECT shall become familiar with and perform such services in accordance with the Policy and Procedures Manual for Design Professionals, latest edition, prepared by COUNTY.

1.1.7 The ARCHITECT shall be responsible for securing all permits and approvals required to construct the work described in this contract.

The ARCHITECT shall 1) have the COUNTY present at all meetings with representatives of regulatory agencies; 2) have the COUNTY'S signature on all applications, and 3) not represent itself as an "agent" of the COUNTY. The COUNTY will pay directly all associated fees within fifteen (15) days of notification of same by the ARCHITECT.

1.2 Schematic Design Phase

After written authorization to proceed:

1.2.1 The ARCHITECT shall review the program (if provided by the COUNTY), to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the COUNTY.

1.2.2 The ARCHITECT shall provide a preliminary evaluation of the COUNTY'S program, schedule and construction budget requirements, each in terms of the other, subject to the limitations set forth in Section 6.

1.2.3 The ARCHITECT shall review with the COUNTY alternative approaches to design and construction of the Project.

1.2.4 Based on the mutually agreed upon program, schedule and construction budget requirements, the ARCHITECT shall prepare for approval by the COUNTY, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components.

1.2.5 The ARCHITECT shall submit to the COUNTY a preliminary opinion of probable construction cost based on current area, volume or other unit costs. See Section 6 for further requirements.

1.2.6 Furnish ten (10) copies of the Schematic Design Documents and review them in person with the COUNTY.

1.2.7 Prior to completion of the schematic design phase, the ARCHITECT shall provide the COUNTY with a list of all permits and approvals which are required and the date by which the ARCHITECT must submit applications for each in order to meet project schedule requirements.

1.3 Design Development Phase.

After written authorization to proceed, ARCHITECT shall:

1.3.1 Based on the approved Schematic Design Documents and any adjustments authorized by the COUNTY in the program, schedule or construction budget, the ARCHITECT shall prepare for approval by the COUNTY Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the Project as to architectural, civil, structural, mechanical and electrical systems, materials and such other elements as may be appropriate.

1.3.2 The ARCHITECT shall advise the COUNTY of any adjustments to the preliminary opinion of probable construction cost.

1.3.3 Furnish ten (10) copies of the Design Development documents and present and review them in person with the COUNTY at 50% and 100% completion status.

1.4 Construction Document Phase

After written authorization to proceed:

1.4.1 Based on the approved Design Development documents and any further adjustments in the scope of the Project or in the construction budget authorized by the COUNTY, the ARCHITECT shall prepare, for approval by the COUNTY, Construction Documents consisting of drawings and specifications setting forth in detail the requirements for the construction of the Project. Drawings shall be prepared using AutoCAD. Specifications shall be organized and prepared in accordance with Construction Specifications Institute's Manual of Practice.

1.4.2 The ARCHITECT shall review COUNTY furnished front-end documents and General Conditions and advise COUNTY of any conflicts or inconsistencies with ARCHITECT'S specifications.

1.4.3 The ARCHITECT shall advise COUNTY of any adjustments to the latest opinion of probable construction costs caused by changes in general scope, extent or character or design requirements of the project construction costs. Furnish to COUNTY a revised opinion of probable construction costs based on the Drawings and Specifications, at the 95% CD submittal. The estimate shall be in CSI format. Refer to Section 6 for further information.

1.4.4 The ARCHITECT shall provide the COUNTY with a status report on all approvals and permits required (see 1.2.7) to construct the project which includes confirmation that all comments from the regulatory agencies have been incorporated into the bid documents prepared by the ARCHITECT. No construction contract will be advertised until such status report has been received. The Director of Capital Improvements Division may issue a written waiver to proceed with the bid without comments of a regulatory agency at the request of the ARCHITECT. This waiver will be

granted only in cases where the regulatory agency refuses to review the plans/specs at this phase of the process, when the comments are determined to not affect the competitiveness or price of the bid, or when there is an overriding schedule consideration.

1.4.5 Furnish ten (10) copies of the above documents and of the Drawings and Specifications and review them in person with COUNTY at 50%, 95% and 100% completion status. Respond in writing, to any comments given by COUNTY in writing to ARCHITECT. On the basis of the accepted Construction Documents, prepare three sets of signed and sealed Construction Documents for building permit purposes. Provide corrections and/or changes required by the permitting agency.

1.4.6 Provide reproducibles and a CD of the approved construction plans and a master set of technical specifications (both hard copy and in electronic format) for the COUNTY'S use to issue bidding documents. ARCHITECT shall deliver interim copies of computer medium if requested by the COUNTY.

1.4.7 ARCHITECT shall not specify any materials which contain asbestos. ARCHITECT shall provide certification that no asbestos containing materials were specified or approved for installation to the extent that ARCHITECT should have reasonably known.

1.4.8 ARCHITECT shall not delegate any design services to the construction contractor unless specific approval is given by COUNTY in advance, in writing. When design/build services are approved by COUNTY, ARCHITECT shall clearly state in the Construction Documents what performance and design criteria must be satisfied by contractor.

1.4.9 Construction Documents shall be prepared that enhance competitive bids. Unless authorized in writing by COUNTY, specifications for equipment shall be written in the descriptive style and be non-restrictive in product manufacturer selection. A minimum of two manufacturers or vendors shall be included for each product specified and the Contractor shall be allowed to propose substitutions.

1.5 Bidding or Negotiating Phase

After written authorization to proceed with the Bidding or Negotiating Phase, ARCHITECT shall:

1.5.1 Attend the pre-bid meeting(s), issue addenda, written clarifications, or additional instructions, as appropriate to interpret, clarify or expand the Bidding Documents.

1.5.2 Consult with and advise COUNTY as to the acceptability of subcontractors,

suppliers and other persons and organizations proposed by the prime contractor(s) (herein called "Contractor(s)") for those portions of the work as to which such acceptability is required by the Bidding Documents.

1.5.3 Consult with COUNTY and advise on the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the Bidding Documents.

1.5.4 Within 20 days after bid opening, provide to COUNTY specification sections and drawings updated to reflect changes made by Addendum ("As-Bid Set").

1.6 Construction Administration Phase

After written authorization to proceed:

1.6.1 General Administration of Construction Contract. ARCHITECT shall consult with and advise COUNTY and act as COUNTY'S representative within the limits of the construction documents.

1.6.2 Visits to Site and Observation of Construction.

1.6.2.1 Attend pre-construction conference(s) and progress meetings.

1.6.2.2 ARCHITECT and its subconsultants as necessary, shall make periodic and regular, but no less than **once per week** visit to the site, including visits by supervising officer personnel, at intervals appropriate to the various stages of construction as ARCHITECT deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor(s) work. Based on information obtained during such visits and on such observations, ARCHITECT shall verify and determine if such work is proceeding in accordance with the Contract Documents and Contractor's Schedule and ARCHITECT shall keep COUNTY informed of the progress of the work. Written reports of ARCHITECT'S visits shall be provided to COUNTY.

1.6.2.3 The purpose of ARCHITECT'S representation at the site will be to enable the ARCHITECT to better carry out the duties and responsibilities assigned to and undertaken by ARCHITECT during the Construction Administration Phase. In addition, as an experienced and qualified design professional, ARCHITECT will provide for COUNTY greater assurance that the completed work of Contractor(s) will conform to the Contract Documents and that the design as reflected in the Contract Documents has been implemented and preserved by Contractor(s).

1.6.3 Defective Work. On the basis of ARCHITECT'S observations, ARCHITECT shall disapprove of or reject Contractor(s) work while it is in progress if ARCHITECT

believes that such work will not produce a completed Project that conforms to the Contract Documents, or that it will prejudice the design concept of the project as reflected in the Contract Documents.

1.6.4 Interpretations and clarifications. ARCHITECT shall issue necessary interpretations and clarifications of the Contract Documents and in connection there with prepare field bulletins, work directive changes and change orders as required.

1.6.5 Shop Drawings. ARCHITECT shall review and approve (or take other appropriate action) shop drawings (as that term is defined in the aforesaid Standard General Conditions), samples, schedules, and other data which Contractor(s) are required to submit for compliance with the Contract Document in a timely manner which will not delay the Contractor(s) in completing its work.

1.6.6 Substitutes. ARCHITECT shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor(s).

1.6.7 Inspections and Tests. ARCHITECT shall have authority to require special inspection or testing of the work. ARCHITECT shall receive and review all certificates of inspections, testing and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (to determine that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents). COUNTY will pay for testing labs.

1.6.8 Disputes and Changes During construction. If requested by COUNTY, ARCHITECT shall act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work there under and make decisions on all claims of COUNTY and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Construction Documents pertaining to the execution and progress of the work. When acting pursuant to the request of the COUNTY, ARCHITECT shall not be liable for the results of any such interpretations or decisions rendered in good faith. This section includes, holding meetings and negotiations with the Contractor to resolve disputes or changes to the contract, including review and processing of all change orders. ARCHITECT shall review Contractor's extra work proposals and advise COUNTY of acceptability of proposed change and cost of change.

1.6.9 Applications for Payment. Based on ARCHITECT'S on-site observations as an experienced and qualified design professional and on review of applications for payment and the accompanying data and schedules:

1.6.9.1 ARCHITECT shall determine the amounts owing to Contractor(s) and recommend, in writing, payments to Contractor(s) in such amounts. Such recommendations of payment will constitute a representation to COUNTY, based on

ARCHITECT'S observations and review, that the work has progressed to the point indicated, and that, in accordance with the standard of care referenced herein, the work is in compliance with the Contract Documents. This recommendation will be subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation. In the case of unit price work, ARCHITECT'S recommendations of payment will include final determinations of quantities and classifications of Contractor's work (subject to any subsequent adjustments allowed by the Contract Documents).

1.6.9.2 By recommending payment, ARCHITECT represents that to the best of the ARCHITECT'S knowledge the quality and quantity of Contractor(s) work, as it has been furnished and performed is in compliance with the Contract Documents.

1.6.10 Contractor(s) Completion Documents. ARCHITECT shall receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals which are to be assembled by Contractor(s) in accordance with the Contract Documents. Such review by the ARCHITECT is to determine that their content complies with the requirements of, and in the case of certificates of inspection, tests and approvals the results certified indicate compliance with the Contract Documents; and ARCHITECT shall transmit them to COUNTY with written comments.

1.6.11 Punchlist. When requested by the COUNTY, ARCHITECT shall review the Contractor's initial punchlist for Substantial Completion and shall prepare a comprehensive list of uncompleted or unacceptable items and deficiencies (punchlist).

1.6.12 Substantial Completion. ARCHITECT shall conduct an inspection and conduct and/or observe any tests necessary to determine if the work is substantially complete. A final inspection will be made to determine if the completed work is acceptable so that ARCHITECT may recommend, in writing, final payment to Contractor(s) and may give written notice to COUNTY and the Contractor(s) that the work is acceptable and in compliance with the Contract Documents.

1.6.13 Prepare and provide to COUNTY a set of reproducible mylar record drawings (as-builts) of Drawings and AutoCAD .dwg files on a CD showing those changes made during the construction process, based on the marked-up prints, drawings and other data furnished by Contractor(s) to ARCHITECT and ARCHITECT's own observations and which ARCHITECT considers significant.

1.7 Operational Phase

During the Operational Phase, ARCHITECT shall, when requested by the COUNTY:

1.7.1 Provide assistance, consistent with contractual services, in connection with the start-up, refining and adjusting of any equipment or system.

1.7.2 In company with COUNTY, visit the Project to observe and point out any apparent defects in the completed construction, assist COUNTY in consultations and discussions with Contractor(s) concerning correction of such deficiencies, and make recommendations as to replacement or correction of defective work, including assisting the COUNTY during warranty of the project(s).

1.7.3 In conjunction with Contractor, assist in training COUNTY'S staff to operate and maintain the Project.

SECTION 2 - ADDITIONAL SERVICES OF ARCHITECT

2.1 ARCHITECT shall notify COUNTY immediately in writing of all changes to the Scope of Work which increase or decrease the ARCHITECT cost or the duration of ARCHITECT's services.

2.2 Notice of a request for additional compensation shall be given in writing to COUNTY within five (5) working days from the date on which ARCHITECT knows, or should reasonably know, of the event giving rise to such request. Failure to give such notice shall constitute a waiver of ARCHITECT's right to additional consideration.

2.2.1 Before making any additions or deletions to the work or undertaking any changes or revisions to such work, the parties shall negotiate any necessary cost changes and shall enter into a Change Authorization covering such work and compensation.

2.2.2 Under no circumstances shall a request for additional services be submitted later than 30 days after project substantial completion.

2.3 Services Requiring Authorization in Advance

Only if authorized in writing by COUNTY, and not included in basic services, may ARCHITECT receive additional compensation for furnishing or obtaining Additional Services of the types listed in this section.

2.3.1 Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements.

2.3.2 Services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to changes in size, complexity of COUNTY's schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond ARCHITECT's control. Such services may be additional services provided such services are not required as a result of any act, error or omission of the ARCHITECT.

2.3.3 Providing renderings or models for COUNTY's use.

2.3.4 Investigations and studies involving detailed consideration of operations, maintenance and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing and assisting COUNTY in obtaining process licensing; detailed quantity surveys of materials, equipment and labor; and audits or inventories required in connection with construction performed by COUNTY.

2.3.5 Furnishing services of independent professional associates and consultants for other than Basic Services (which include but are not limited to customary civil, structural, mechanical and electrical engineering services, surveying, environmental services, and customary architectural and landscape architectural services incidental thereto). Subcontractual services which may include new Project team members may be invoiced at the actual fees paid by the ARCHITECT plus an additional cost of Ten Percent (10%) for these services to compensate ARCHITECT, for the procuring and management of the new subconsultant, and for the other financial and administrative costs. Subcontractual services shall be approved by the COUNTY in writing prior to performance of the subcontractual work.

2.3.6 Services during out-of-town travel required of ARCHITECT other than visits and inspections/observations to the site or COUNTY's office as required by Section 1, such as mill and shop inspection of manufactured or fabricated items during construction.

2.3.7 Assistance in connection with bid protests, rebidding or renegotiating contracts for construction, materials, equipment or services, except when such assistance is required to complete services called for in paragraph 6.1.2, or when such bid protest, rebidding or renegotiating results from action advised by and/or taken by the ARCHITECT.

2.3.8 Providing any type of property surveys or related ARCHITECTURAL services needed for the transfer of interests in real property.

2.3.9 Preparation of staffing manuals to supplement Basic Services under paragraph 1.7.3.

2.3.10 Preparing to serve or serving as a consultant or witness for COUNTY in any litigation involving the Project (except for negotiations in seeking settlement of disputes and assistance in consultations which is included as part of Basic Services and where ARCHITECT may be responsible due to incompetence, errors, omissions, or fraud).

2.3.11 Additional services which are to be furnished by COUNTY in accordance with Section 3, and services not otherwise provided for in this Agreement.

2.3.12 Services in connection with work directive changes and change orders to reflect changes requested by COUNTY, which require additional design services from the ARCHITECT.

2.3.13 Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitutions proposed by Contractor(s); and services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by Contractor(s).

SECTION 3 - COUNTY'S RESPONSIBILITIES

COUNTY shall do the following in a timely manner so as not to delay the services of the ARCHITECT:

3.1 Designate in writing a person to act as COUNTY'S representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define COUNTY'S policies and decisions with respect to ARCHITECT'S services for the Project.

3.2 As requested, in writing by ARCHITECT, provide all criteria and full information as to COUNTY'S requirements for the Project, including design objectives and constraints space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which COUNTY will require to be included in the Drawings and Specifications.

3.3 Arrange for access to and make provisions where necessary for ARCHITECT to enter upon property as required for ARCHITECT to perform services under this Agreement.

3.4 Examine all studies, reports, sketches, Drawings, Specifications, proposals and

other documents presented by ARCHITECT. If requested by ARCHITECT, render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ARCHITECT. However, said decisions shall create no liability on the part of COUNTY for approval or acceptance.

3.5 If COUNTY designates a person to represent COUNTY at the site who is not ARCHITECT or ARCHITECT'S agent or employee, the duties, responsibilities and limitations of authority of such other person and the effect thereof on the duties and responsibilities of ARCHITECT will be set forth in an exhibit that is to be identified, attached to and made a part of this Agreement before such services begin.

3.6 If more than one prime contract is to be awarded for construction, materials, equipment and services for the entire Project, designate a person or organization to have authority and responsibility for coordinating the activities among the various prime contractors.

3.7 Furnish to ARCHITECT data or estimated figures as to COUNTY'S anticipated costs for services to be provided by others for COUNTY so that ARCHITECT may make the necessary findings to support opinions of probable Total Project Costs.

3.8 Attend the pre-bid conference, preconstruction conference, construction progress and other job related meetings and substantial completion inspections and final payment inspections.

3.9 Give prompt written notice to ARCHITECT whenever COUNTY observes or otherwise becomes aware of any development that affects the scope of timing of ARCHITECT'S services, or any defect or non-conformance in the work of any Contractor.

3.10 Furnish, or direct ARCHITECT to provide, Additional Services as stipulated in paragraph 2.1 of this Agreement or other services as required.

SECTION 4 - PERIODS OF SERVICE

4.1 The period of service shall commence upon execution of this Agreement and continue for a period of two (2) years, with three (3) one (1) year renewal options at the sole discretion of COUNTY and, additionally, it shall continue until completion of all phases of any outstanding service authorization issued within the period of this Agreement, unless otherwise terminated as provided herein.

4.2 If COUNTY has requested significant modifications or changes in the general scope, extent or character of the Project, the time of performance of ARCHITECT'S services shall be adjusted equitably.

4.3 If ARCHITECT'S services for design or during construction of the Project are delayed or suspended in whole or in part by COUNTY for more than six months for reasons beyond ARCHITECT'S control, ARCHITECT shall be entitled to an equitable adjustment in compensation. If such delay or suspension extends for more than one year for reasons beyond ARCHITECT'S control, or if ARCHITECT, for any reason, is required to render Construction Management Phase services in respect of any prime contract for construction, materials or equipment more than required in this agreement, the various rates of compensation provided for elsewhere in this Agreement shall be subject to equitable adjustment.

4.4 In the event that the work designed or specified by ARCHITECT is to be furnished or performed under more than one prime contract, or if ARCHITECT'S services are to be separately sequenced with the work of one or more prime contractor(s) (such as in the case of fast-tracking), COUNTY and ARCHITECT shall, prior to commencement of the Construction Document Phase, develop a schedule for performance of ARCHITECT'S services during the Construction Document, Bidding or Negotiating and Construction Administration Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate contracts. This schedule is to be prepared whether or not the work under such contracts is to proceed concurrently and is to be included in service authorization.

SECTION 5 - PAYMENTS TO ARCHITECT

5.1 The total amount to be paid by the COUNTY under this Contract and method of payment shall be set forth on each SERVICE AUTHORIZATION. The ARCHITECT will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth for services rendered toward the completion of the Scope of Work on each SERVICE AUTHORIZATION. Where incremental billings for partially completed items is permitted, the total incremented billing shall not exceed the percentage of estimated completion of identifiable deliverables or accepted deliverables as of the billing date.

5.2 ARCHITECT and COUNTY shall agree on a Schedule of Values incorporating scope of work references, deliverables and milestones. A Pay Application with percent complete of each activity shall be included with each billing. A schedule update of consultant's work shall be included with each billing.

5.3 Pay Applications received from the ARCHITECT pursuant to this Contract will be reviewed and approved by the initiating COUNTY department, indicating that services have been received, and then will be sent to the Finance Department for payment. Invoices must reference the SERVICE AUTHORIZATION and current project number. Invoices will normally be paid within thirty (30) days following the department's approval.

5.4 Fixed Price Method of Payment: Whenever possible, the scope of services for

Services, Projects or Programs shall be thoroughly defined and outlined prior to its authorization. The COUNTY and ARCHITECT shall mutually agree to a fixed price for services to be rendered and a detailed scope of services. Should the COUNTY deem that a change in the scope of services is appropriate, then a decrease or increase shall be agreed to in writing. Prior to execution of a fixed price authorization, the ARCHITECT shall have submitted a detailed cost proposal including the estimated labor hours, labor rates, subcontractual services, out of pocket expenses and other related costs supporting the proposed work. Fixed price contracts shall include all services including labor, reimbursables, overhead and profit as part of the fixed price. Consultant agrees that fee is not tied to construction cost.

5.5 Computation of Time Charges/Not to Exceed Method of Payment: When a service is to be compensated for on a time charge/not to exceed basis, the ARCHITECT will submit a not to exceed budget to the COUNTY for prior approval based on estimated labor hours and labor rates which shall not exceed established hourly rates as shown in Exhibit B attached hereto, plus subcontractual services, out of pocket expenses and other related costs supporting the proposed work. The COUNTY shall not be obligated to reimburse the ARCHITECT for costs incurred in excess of the total Not to Exceed cost amount. The ARCHITECT shall notify the COUNTY in writing when 90% of the "not to exceed" amount has been reached.

5.5.1 The COUNTY agrees to pay the ARCHITECT compensation for services rendered based upon the established actual hourly labor rates for services rendered by personnel directly engaged on COUNTY projects. The labor rates are subject to audit. The schedule of hourly labor rates by labor category as set forth in Exhibit B is attached hereto and made a part hereof. The rates listed in Exhibit B shall remain in effect for a period of one year from the date of CONTRACT execution. At the end of each one year period, the rates may be negotiated and if the cost of living index supports an increase, an increase of up to three percent (3%) may be allowed for each one year term thereafter.

5.5.2 Subcontractual service shall be invoiced at the actual fees paid by the ARCHITECT. Subcontractual services shall be approved by the COUNTY in writing prior to performance of the subcontractual work.

5.5.3 "Out-of-pocket" expenses will be reimbursed up to the not-to-exceed amount identified on each SERVICE AUTHORIZATION. "Out-of-pocket" expenses mean the actual expenses expected to be incurred by the ARCHITECT or ARCHITECT'S independent professional associates directly or indirectly in connection with the work such as expenses for: transportation and subsistence incidental thereto; external reproduction of reports, drawings, specifications, bidding documents, and similar Project related items. Charges for other specialized equipment shall be determined on an individual basis subject to approval of the COUNTY. All reimbursable expenses will be

estimated up front at the time of negotiating each SERVICE AUTHORIZATION. All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of the Contract shall include copies of paid receipts, invoices, or other documentation acceptable to the Palm Beach County Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in each SERVICE AUTHORIZATION. Any travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Contract will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.

5.6 In order for both parties to close their books and records, the ARCHITECT will clearly state "**Final**" on the ARCHITECT'S final/last billing to the COUNTY for each SERVICE AUTHORIZATION. This shall constitute ARCHITECT'S certification that all services have been properly performed and all charges and costs have been invoiced to the COUNTY for the SERVICE AUTHORIZATION. Since this account will thereupon be closed, any and other further charges, if not properly included on this final invoice, are waived by the ARCHITECT for the identified SERVICE AUTHORIZATION.

SECTION 6 - CONSTRUCTION COST AND OPINIONS OF COST

6.1 Construction Cost

6.1.1 The construction cost of the entire Project (herein referred to as "Construction Cost" means the total cost to COUNTY of those portions of the entire Project designed and specified by ARCHITECT, but it will not include ARCHITECT'S compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless the Agreement so specifies. It will not include COUNTY'S legal, accounting, insurance, counseling or auditing services, or interest and financing charges incurred in connection with the Project or the cost of other services to be provided by others to COUNTY.

6.1.2 There shall be a Fixed Construction Budget Cap which will be determined upon completion of the Schematic Design Phase for this Project and the ARCHITECT agrees to maintain this amount or he/she shall redesign at no cost to the COUNTY until the project can be achieved within this limit. The program shall not be lessened by design requirements to decrease costs without the express written approval of the Capital Improvements Division Director or his/her designee. Similarly, "Add" Alternates for program requirements are not allowable in order for the ARCHITECT to lessen costs to meet the Fixed Construction Budget Cap.

6.2 Opinions of Cost

Since ARCHITECT has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s) methods of determining prices, or over competitive bidding or market conditions, ARCHITECT'S opinions of probable Construction Cost provided for herein are to be made on the basis of ARCHITECT'S experience and qualifications and represent ARCHITECT'S best judgment as an experienced and qualified professional ARCHITECT, familiar with the construction industry.

SECTION 7 - GENERAL CONSIDERATION

7.1 Standard of Care

The ARCHITECT has, during the selection and negotiation process which has preceded this agreement, represented to COUNTY that the ARCHITECT is possessed of that level of skill, knowledge, experience and expertise that is commensurate with architectural firms of national repute in the areas of practice required for this project. ARCHITECT acknowledges that COUNTY has relied on ARCHITECT'S representations of skill, knowledge, experience and expertise. By executing this contract, ARCHITECT agrees that ARCHITECT will exercise that degree of care, knowledge, skill, and ability as other ARCHITECTS possessing the degree of skill, knowledge, experience and expertise which ARCHITECT has claimed. ARCHITECT shall perform such duties as may be assigned without neglect. ARCHITECT accepts the relationship of trust and confidence established by this Contract, and covenants with COUNTY to cooperate with COUNTY and to utilize ARCHITECT'S skill, efforts and judgment commensurate with ARCHITECTURAL firms of national repute in the areas of practice required for this project. ARCHITECT agrees to perform each assignment in an efficient and economical manner consistent with the COUNTY'S interests and consistent with the COUNTY'S stated objectives and recognized professional ARCHITECTURAL standards.

ARCHITECT further contracts with COUNTY to furnish its professional skill and judgment with due care in accordance with applicable Federal, State and local laws, codes and regulations as amended and supplemented which are in effect on the date of this Agreement first written. It is specifically understood that the Florida Accessibility Code for Building Construction Oct, 1997 (or latest) edition as acted by the Florida Building Code 2001 shall be complied with and incorporated into the project.

Although specific provisions of this Agreement refer to some services with terms such as "complete", "accurate", "full extent", "highest", "in detail", "verify", "certify", "represent", "substantiate", "inspect", "monitor", "discover", "as often as necessary", "approve", "accept", "reject", and "enforce", such terms and similar terms shall be qualified by the standard of care stated in the preceding two paragraphs.

The ARCHITECT shall not be responsible for the means, methods, techniques, sequences and operations of construction or safety precautions and programs except as provided in this Contract Document.

7.2 Termination

This Contract may be canceled by the ARCHITECT upon sixty (60) days prior written notice to the COUNTY in the event of failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the ARCHITECT. It may also be terminated, in whole or in part, by the COUNTY, with or without cause, immediately upon written notice to the ARCHITECT. Unless the ARCHITECT is in breach of this Contract, the ARCHITECT shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination. In no event, whether termination is with or without cause, shall the COUNTY be liable for any lost profits, lost opportunity damage, or consequential damages. After receipt of a Termination Notice and except as otherwise directed by the COUNTY the ARCHITECT shall:

- a. Stop work on the date and to the extent specified.
- b. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- c. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
- d. Continue and complete all parts of the work that have not been terminated.

Should a termination for breach later be declared wrongful, said termination shall be considered and treated as a termination without cause.

Notwithstanding any breach of this Contract by either party nor the status of payment to the ARCHITECT, nor the COUNTY'S exercise of its rights of termination, it is hereby agreed between the parties that copies of any and all property, work product, documentation, reports, computer systems and software, schedules, graphs, outlines, books, manuals, logs, files, deliverables, photographs, videos, tape recordings or data relating to this Project which have been created as a part of ARCHITECT'S services or authorized by the COUNTY as a reimbursable expense, whether generated directly by the ARCHITECT, or by or in conjunction or consultation with any other party whether or not a party to this contract, whether or not in privity of contract with the COUNTY or ARCHITECT, and wherever located shall be the property of the COUNTY.

7.3 Truth-in-Negotiation Certificate

Signature of this Contract by the ARCHITECT shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Contract are accurate, complete and current as of

the date of the Contract and no higher than those charged the ARCHITECT'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The COUNTY shall exercise its rights under this "Certificate" within one (1) year following final payment. County has the authority and right to audit ARCHITECT'S records under this provision.

7.4 Personnel

7.4.1 The ARCHITECT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any conflicting relationship with the COUNTY.

All of the services required herein shall be performed by the ARCHITECT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the ARCHITECT'S key personnel or subconsultants must be made known to the COUNTY'S representative and written approval must be granted by the COUNTY before said change or substitution can become effective.

The ARCHITECT represents that all services shall be performed by skilled and competent personnel to the professional standard of care set forth in 7.1 above.

7.4.2 ARCHITECT'S Representative

Within ten (10) days of executing the contract, the ARCHITECT shall advise the COUNTY of the name of the Project Manager. The Project Manager shall devote such time as may be necessary to the project and as may be appropriate to and consistent with full and timely performance of this agreement. This individual shall be assigned to the project through final acceptance of construction. The Project Manager shall not be removed from his/her responsibilities on this project without the written consent of the COUNTY. The COUNTY shall retain reasonable right of approval of the ARCHITECT'S designated Project Manager and the right to require the ARCHITECT to replace its designated Project Manager with another individual acceptable to the COUNTY.

7.5 Subcontractors

7.5.1 The COUNTY reserves the right to accept the use of a subcontractor, or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractor in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The ARCHITECT is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. SBE participation will be established in accordance with COUNTY ordinances and COUNTY Office of Small Business Assistance (OSBA), and the ARCHITECT agrees to make a good faith effort to meet the goals so established.

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the ARCHITECT shall promptly do so, subject to the right of the COUNTY to reject the new subcontractor.

7.5.2 SBE participation goals for this Contract are listed below.

The ARCHITECT agrees to abide by all provisions of the SBE Ordinance and understands that failure to comply with any of the requirements will be considered a breach of Contract.

The Board of Palm Beach County Commissioners enacted an Ordinance establishing the SBE program which includes goals on Professional Service Contracts. The annual SBE participation goal for this request is established at a **minimum 15%**.

The Consultant agrees to abide by all provisions of the Palm Beach County Code establishing the SBE Program, as amended, and understands that failure to comply with any of the requirements will be considered a breach of contract.

The ARCHITECT incorporates Schedule 1 (List of Proposed SBE-M/WBE consultants) attached hereto and made a part hereof, the names, addresses, scope of work, and estimated percentages of the subconsultants on Schedule 1 and Schedule 2 (Letter of Intent).

A separate Schedule 1 with dollar amounts and Schedule 2 (Letter of Intent), signed by each of the listed SBE-M/WBE sub-consultants on Schedule 1 agreeing to perform the contract at the listed dollar value will be required for each service authorization performed under this Contract. The consultant understands that each SBE-M/WBE firm utilized on this contract must be certified by Palm Beach County in order to be counted toward the SBE participation goal.

The ARCHITECT understands that it is the responsibility of the Department letting the Contract and the office of SBA to monitor compliance with the M/WBE Ordinance requirements. In that regard, the ARCHITECT agrees to furnish progress payment reports, with each billing, to both parties on the progress of the SBE-M/WBE participation for this Contract.

The ARCHITECT further agrees to provide the Office of SBE with a copy of the ARCHITECT'S Contract with the SBE-M/WBE subconsultant or any other related documentation upon request.

ARCHITECT understands the requirements to comply with the tasks and proportionate dollar amounts throughout the term of the contract as it relates to the use of SBE-M/WBE firms. Any SBE-M/WBE which, for any reason, no longer remains associated with the contract of ARCHITECT shall be replaced with other certified SBE-M/WBEs, unless approval to the contrary is granted by the COUNTY.

The ARCHITECT understands that he/she is prohibited from making any agreements with the SBE-M/WBE in which the SBE-M/WBE promises not to provide subconsultants services to other bidders or potential bidders.

The ARCHITECT agrees to maintain all records and information necessary to document compliance with the Ordinances, as amended, and will allow the COUNTY to inspect such records.

The ARCHITECT shall certify in writing that all subcontractors, subconsultants and suppliers have been paid for work and materials from previous progress payments received, less any retainage, by the ARCHITECT prior to receipt of any further progress payments. During the Contract and upon completion of the Contract, the COUNTY may request documentation to certify payment to subcontractors, subconsultants or suppliers prior to making progress payments. This provision in no way creates any contractual relationship between any subcontractors, subconsultants or supplier and the COUNTY or any liability on the COUNTY for the contractor's failure to make timely payment to the subcontractor, subconsultant or supplier.

7.6 Non-Discrimination

The ARCHITECT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, sexual orientation, age or national origin.

7.7 Independent Contractor Relationship

The ARCHITECT is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the ARCHITECT'S sole direction, supervision, and control. The ARCHITECT shall exercise control over the means and manner in which it and its employees, subconsultants and suppliers, perform the work, and in all respects the ARCHITECT'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The ARCHITECT does not have the power or authority to bind the COUNTY in any promise, agreement or representation other than specifically provided for in this agreement.

The ARCHITECT represents that all subconsultant agreements entered into shall incorporate by reference the terms and conditions of this Contract, and further warrants that the Owner is an intended express third party beneficiary of any such subcontract.

7.8 Contingent Fees

The ARCHITECT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the ARCHITECT to solicit or secure this Contract 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 the ARCHITECT, any fee, commission, percentage, or any other consideration contingent upon or resulting from the award or making of this Contract.

7.9 Authority to Practice

The ARCHITECT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY upon request.

7.10 Federal and State Tax

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the ARCHITECT. The

ARCHITECT shall **not** be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY. The ARCHITECT is **not** authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The ARCHITECT shall be responsible for payment of its own and its share of its employees payroll, payroll taxes, and benefits with respect to this contract.

7.11 Availability of Funds

The COUNTY'S performance and obligation to pay under this contract is contingent upon an annual appropriation for its purpose by the Board of County Commissioners.

7.12 INSURANCE

7.12.1 ARCHITECT shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverages and limits (including endorsements), as described herein. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by ARCHITECT are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by ARCHITECT under the contract.

7.12.2 **Commercial General Liability** ARCHITECT shall agree to maintain Commercial General Liability at a limit of liability not less than **\$1,000,000** Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by County's Risk Management Department. ARCHITECT shall provide this coverage on a primary basis.

7.12.3 **Business Automobile Liability** ARCHITECT shall maintain Business Automobile Liability at a limit of liability not less than **\$1,000,000** Each Occurrence for all owned, non-owned and hired automobiles. In the event ARCHITECT doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing ARCHITECT to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. ARCHITECT shall provide this coverage on a primary basis.

7.12.4 **Worker's Compensation Insurance & Employers Liability** ARCHITECT shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. ARCHITECT shall provide this coverage on a primary basis.

7.12.5 **Professional Liability** ARCHITECT shall maintain Professional Liability, or equivalent Errors & Omissions Liability at a limit of liability not less than **\$1,000,000 Per Occurrence**. When a self-insured retention (SIR) or deductible exceeds **\$10,000**, COUNTY reserves the right, but not the obligation, to review and request a copy of ARCHITECT'S most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, ARCHITECT shall maintain a Retroactive Date prior to or equal to the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract, ARCHITECT shall purchase a SERP with a minimum reporting period not less than 3 years. **The requirement to purchase a SERP shall not relieve the ARCHITECT of the obligation to provide replacement coverage.** ARCHITECT shall provide this coverage on a primary basis.

7.12.6 **Additional Insured** ARCHITECT shall endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read **"Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents."** ARCHITECT shall provide the Additional Insured endorsements coverage on a primary basis.

7.12.7 **Waiver of Subrogation** ARCHITECT hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then ARCHITECT shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should ARCHITECT enter into such an agreement on a pre-loss basis.

7.12.8 **Certificate(s) of Insurance** Prior to execution of this Contract, ARCHITECT shall deliver to the COUNTY a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Contract have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage. Certificates shall be addressed to Palm Beach County Board of County Commissioners, c/o Capital Improvements Division, 3323 Belvedere Rd., Bldg. 503, West Palm Beach, FL 33406

7.12.9 **Umbrella or Excess Liability** If necessary, ARCHITECT may satisfy the minimum limits required above for either Commercial General Liability, Business Auto

Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. The COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

7.12.10 **Right to Review** COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

7.13 Disclosure and Ownership of Documents

The ARCHITECT shall deliver to the COUNTY, for acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the ARCHITECT and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful order.

All drawings, maps, sketches, programs, data base, reports and other data developed, utilized, or purchased under this Contract for a COUNTY project or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY. However, ARCHITECT will incur and assume no liabilities for reuse unless ARCHITECT agrees with said reuse and is compensated for any revisions necessary to update plans for Code compliance, site adaptations, or COUNTY requested changes.

The COUNTY and the ARCHITECT shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representation made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the

transactions contemplated hereby.

7.14 Remedies

This agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

7.14.1 The ARCHITECT shall indemnify and save harmless the COUNTY, its officers, agents, servants and employees from and against all claims, liability, damages, losses, and/or cause of action including reasonable attorneys' fees, which may arise from any breach of contract, negligent act, error or omission of the ARCHITECT, its officers, employees, agents, subconsultants or anyone acting under their authority and control in the performance of this Contract. The indemnity obligations of this section shall not apply to damages or injury to the extent caused by the negligence or willful misconduct of COUNTY, or its officers, employees, or agents.

The ARCHITECT's duty to indemnify the COUNTY, its officers and employees shall continue even if COUNTY is contributorily negligent.

7.14.2 If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, each party shall bear its own attorney's fees, court costs and all expenses (including taxes and without limitation, all such fees, costs, and expenses incident to appeals) incurred in that action or proceeding.

7.15 Conflict of Interest

The ARCHITECT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Florida Statutes 112.311. The ARCHITECT further represents that no person having any interest shall be employed for said performance.

The ARCHITECT shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the ARCHITECT'S judgment or quality of services being provided hereunder. Such written notification shall

identify the prospective business association, interest or circumstance, the nature of work that the ARCHITECT may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the ARCHITECT. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the ARCHITECT, the COUNTY shall so state in the notification and the ARCHITECT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the ARCHITECT under the terms of this Contract.

7.16 Excusable Delays

The ARCHITECT shall not be considered in default by reason of any failure in performance if such failure arises out of causes beyond the control of the ARCHITECT or its subcontractors and without their fault or negligence. Such causes may include, under relevant circumstances: acts of God; natural or public health emergencies; strikes not within ARCHITECT'S work force, company or agent's thereof; freight embargoes; and "abnormally severe and unusual" weather conditions.

Upon the ARCHITECT'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if in the opinion of the County the ARCHITECT'S failure to perform was without it or its subcontractors fault or negligence, the Contract shall be revised accordingly; subject to the COUNTY'S rights to change, terminate, or stop any or all of the work at any time.

7.17 Arrears

The ARCHITECT shall not pledge the COUNTY'S credit or make it a guarantor of payment of surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The ARCHITECT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

7.18 Modifications of Work

The COUNTY reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the ARCHITECT of the COUNTY'S notification of a contemplated change, the ARCHITECT shall promptly, (1) provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date and (3) advise the COUNTY in writing if the contemplated change shall affect the ARCHITECT'S ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the ARCHITECT shall suspend work on that portion of the Work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall issue an amendment to the applicable SERVICE AUTHORIZATION and the ARCHITECT shall not commence work on any such change until such written amendment has been issued.

7.19 Notice

All notices required in this Contract if sent to the COUNTY shall be mailed to:

John A. Cheshier, PE, Director
PBC Capital Improvements Division
3200 Belvedere Road, Building 1169
West Palm Beach, FL 33406-1544

with copy to:

Audrey Wolf, Director
PBC Facilities Development and Operations
3200 Belvedere Road, Building 1169
West Palm Beach, FL 33406-1544

and if sent to the ARCHITECT shall be mailed to:

Mr. James Centanni, AIA
Astorino
11770 US Highway One, Suite 205
Palm Beach Gardens, FL 33408

7.20 If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

7.21 Entirety of Contractual Agreement

7.21.1 The COUNTY and the ARCHITECT agree that this Contract sets forth the entire

agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

7.21.2 This contract includes the following exhibits, which are attached hereto and made a part hereof:

- | | | |
|-----------|---|-----------------------------|
| Exhibit A | - | Scope of Work |
| Exhibit B | - | Hourly Rates |
| Exhibit C | - | SBE-M/WBE Schedules 1 and 2 |
| Exhibit D | - | Insurance Certificates |

7.22 Successors and Assigns

The COUNTY and the ARCHITECT each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the ARCHITECT shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the ARCHITECT.

7.23 Public Entity Crimes

As provided in F.S. 287.132-133, by entering into this contract or performing any work in furtherance hereof, the ARCHITECT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and ARCHITECT has hereunto set its hand the day and year above written.

ATTEST:
SHARON R. BOCK, Clerk and Comptroller

PALM BEACH COUNTY BOARD OF
COUNTY COMMISSIONERS

BY: _____
Deputy Clerk

By: _____

APPROVED AS TO TERMS AND
AND CONDITIONS

APPROVED AS TO TERMS AND
LEGAL SUFFICIENCY

By: *James Wolf*
Director - FD&O

By: _____
County Attorney

WITNESS:

ARCHITECT:

Mary Castro
Signature

James H. Centanni Jr.
Signature

Mary Castro
Name (type or print)

JAMES H. CENTANNI JR AIA
Name (type or print)

PRINCIPAL
Title

EXHIBIT A SCOPE OF WORK

Professional consulting services including planning, permitting, design and construction administration services for various small building projects.

Task assignments will be subject to scope definition and determination of level of effort on a task-by-task basis. Generally, task assignments could include professional architectural services, programming services, customary civil, structural, mechanical, and electrical engineering services, landscape architectural services, permitting, cost estimating, and construction administration services.

Work may include modification, expansion, addition of existing facilities or design of new facilities. Generally, project construction costs will not exceed \$1,000,000.

The consultant shall serve as the County's professional representative for various projects. The anticipated work may include, but not be limited to:

- A. Planning Services – site, utility, infrastructure, facility planning studies and analysis, conceptual cost estimating, and preliminary engineering and architectural design.
- B. Design Services – within the scope of the practice of architecture, engineering, and landscape architecture, provide preliminary design, construction documents, permitting, and final cost estimates.
- C. Construction Administrative Services – construction observation and inspections, review of submittals, and site visits.

**Astorino Hourly Rate Schedule for Palm Beach County
Contract for Architectural/Professional Continuing Services
Basis for Small Construction Projects**

Architects / Landscape / Commercial Interiors	Rate
Secretarial	\$ 75.00
CADD Operator / Tech Level I	\$ 75.00
Architectural Interns (Prof) / Job Captains / Project Designers	\$ 85.00
Graduate Architect / Tech Level II	\$ 100.00
Registered Professional / Graphic Designer / Construction Administrators /	
Estimator	\$ 130.00
Delineator	\$ 125.00
Project Managers	\$ 120.00
Principal	\$ 175.00
Vice President / Principal	\$ 185.00
Engineers	
Secretarial	\$ 75.00
CADD Operator	\$ 75.00
Designer	\$ 80.00
Senior Designer	\$ 110.00
Engineer in Training	\$ 100.00
Construction Administrator	\$ 100.00
Professional Engineer	\$ 110.00
Senior Professional Engineer / Telecom Specialist	\$ 125.00
Department Head	\$ 170.00
Vice President / Principal	\$ 175.00
Senior Vice President / Principal	\$ 190.00
Interiors - Residential	
Business Manager	\$ 65.00
Residential Project Designer	\$ 85.00
Residential Project Manager	\$ 110.00
Vice President / Principal (Operations)	\$ 190.00

For additional services designated principal's rate, employee's time, multiple or rate shall be a fixed hourly amount in accordance with the then current standard hourly rate schedule in effect.

Golden Bear Plaza
11770 US Highway One Suite 205
Palm Beach Gardens Florida 33408
TEL 561 626 0101 FAX 561 626 0505
WWW astorino.com

PITTSBURGH PALM BEACH GARDENS NAPLES

AA26000853
1826000667
25917

SCHEDULE 1

LIST OF PROPOSED SBE-M/WBE CONSULTANTS

PROJECT NAME: Continuing Contract for Architectural/Engineering Services for Small Construction Projects **PROJECT NO.:** N/A

NAME OF PRIME CONSULTANT: Astorino

DESCRIPTION OF WORK Professional Consulting Services

PLEASE IDENTIFY ALL APPLICABLE CATEGORIES OF SUBCONSULTANTS

Name, Address of M/WBE Consultant	(Check one or both Categories)		Subcontract Amount				
	Minority Business	Small Business	Black	Hispanic	Women	Caucasian	Other
1. Adair & Brady, Inc. 3461 Fairlane Farms Road Wellington FL 33414	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	\$ 10%	\$	\$	\$	\$
2. Roy Fisher & Associates, Inc. 381 Tequesta Drive Jupiter FL 33469	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	\$	\$	\$ 5%	\$	\$
3. ICE, Inc. 150 N. Swinton Ave., Ste. 101 Delray Beach FL 33444	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$	\$	\$	\$ 20%	\$
4.	<input type="checkbox"/>	<input type="checkbox"/>	\$	\$	\$	\$	\$
5.	<input type="checkbox"/>	<input type="checkbox"/>	\$	\$	\$	\$	\$
(Please use additional sheets if necessary)		Total	\$ 10%	\$	\$ 5%	\$ 20%	\$

Total SBE – M/WBE Participation 35 %

- Note:**
1. The percentages listed on this form must be supported by the Subconsultant included on Schedule 2 in order to be counted toward goal attainment.
 2. Firms may be certified by Palm Beach County as an SBE and or M/WBE.

SCHEDULE #2

LETTER OF INTENT TO PERFORM AS AN SBE OR M/WBE SUBCONSULTANT

PROJECT NO. N/A

PROJECT NAME: Professional Consulting Services - Annual
Architectural / Engineering Services For
Small Construction Projects

TO: Adair & Brady, Inc.
(Name of Prime Consultant)

The undersigned is certified by Palm Beach County as a(n) - (check one or more, as applicable):

Small Business Enterprise X

Minority Business Enterprise X

Black X Hispanic _____ Women _____ Caucasian _____ Other (Please Specify) _____

Date of Palm Beach County Certification:

The undersigned is prepared to perform the following described work in connection with the above project
(Specify in detail, particular work items or parts thereof to be performed):

Civil Engineering:

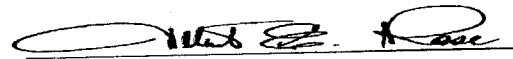
and will enter into a formal agreement for work with you conditioned upon your execution of a contract with Palm Beach County.

If undersigned intends to sub-subcontract any portion of this subcontract to a non-certified SBE subcontractor, the name of any such subcontract must be stated:

The undersigned subconsultant understands that the provision of this form to prime Consultant does not prevent subconsultant from providing quotations to others.

Adair & Brady, Inc.
(Print name of SBE-M/WBE
Subconsultants)

By:


(Signature)

(Print name/title of person executing on
behalf of SBE-M/WBE Subconsultant)

Date: May 23, 2006

SCHEDULE #2

LETTER OF INTENT TO PERFORM AS AN SBE OR M/WBE SUBCONSULTANT

PROJECT NO. N/A

PROJECT NAME: Professional Consulting Services – Annual
Architectural / Engineering Services For
Small Construction Projects

TO: Roy-Fisher Associates, Inc.
(Name of Prime Consultant)

The undersigned is certified by Palm Beach County as a(n) - (check one or more, as applicable):

Small Business Enterprise _____ Minority Business Enterprise X
Black _____ Hispanic _____ Women X Caucasian _____ Other (Please Specify) _____

Date of Palm Beach County Certification: March 17, 2004 – March 17, 2007

The undersigned is prepared to perform the following described work in connection with the above project
(Specify in detail, particular work items or parts thereof to be performed):

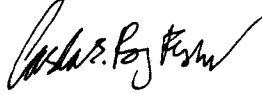
Landscape Architecture: Planting, Paving Layout, Irrigation Design, Construction Documents and Construction Administration

and will enter into a formal agreement for work with you conditioned upon your execution of a contract with Palm Beach County.

If undersigned intends to sub-subcontract any portion of this subcontract to a non-certified SBE subcontractor, the name of any such subcontract must be stated:

The undersigned subconsultant understands that the provision of this form to prime Consultant does not prevent subconsultant from providing quotations to others.

Roy-Fisher Associates, Inc.
(Print name of SBE-M/WBE
Subconsultants)

By: 
(Signature)

Constance Roy-Fisher
(Print name/title of person executing on
behalf of SBE-M/WBE Subconsultant)

Date: May 23, 2006

SCHEDULE # 2

LETTER OF INTENT TO PERFORM AS AN SBE OR M/WBE SUBCONSULTANT

PROJECT NO. _____ PROJECT NAME: Continuing Contract for Architectural/Engineering Services

TO: Astorino
(Name of Prime Consultant)

The undersigned is certified by Palm Beach County as a(n) - (check one or more, as applicable):

Small Business Enterprise xx Minority Business Enterprise _____
Black _____ Hispanic _____ Women _____ Caucasian _____ Other (Please Specify) _____
Date of Palm Beach County Certification: _____

The undersigned is prepared to perform the following described work in connection with the above project
(Specify in detail, particular work items or parts thereof to be performed):

Mechanical, Electrical, Plumbing and Fire Protection

the following price \$ TBD
(Subconsultant's fee)

and will enter into a formal agreement for work with you conditioned upon your execution of a contract with Palm Beach County

If undersigned intends to sub-subcontract any portion of this subcontract to a non-certified SBE subcontractor, the amount of a
y such subcontract must be stated: \$ _____

The undersigned subconsultant understands that the provision of this form to prime consultant does not prevent subconsultant
om providing quotations to others.

International Consulting Engineers
(Print name of SBE-M/WBE Subconsultants)

By: [Signature]
(Signature)

James Khalil, PE
(Print name/title of person executing on behalf of SBE-M/WBE
bconsultant)

Date: 5/18/06

ACORD. CERTIFICATE OF LIABILITY INSURANCE		OP ID BT LDAST-1	DATE (MM/DD/YYYY) 08/31/06
PRODUCER Henderson Brothers. Inc. 920 Ft Duquesne Blvd Pittsburgh PA 15222 Phone: 412-261-1842 Fax: 412-261-4149		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED L. D. Astorino Companies Jim Frauen 227 Fort Pitt Boulevard Pittsburgh PA 15222		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: State Auto	25127
		INSURER B: The Hartford	22357
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES							
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY	GLP2098833	01/01/06	01/01/07	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ EXCLUDED
						GENERAL AGGREGATE	\$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	\$ 2,000,000
		<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
A		AUTOMOBILE LIABILITY	BAP2162983	01/01/06	01/01/07	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input checked="" type="checkbox"/> HIRED AUTOS					
<input checked="" type="checkbox"/> NON-OWNED AUTOS							
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	\$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
							\$
		DEDUCTIBLE					\$
		RETENTION \$					\$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	40WECRC1807	05/01/06	05/01/07	WC STATUTORY LIMITS	OTH-ER
		E.L. EACH ACCIDENT				\$ 500000	
		E.L. DISEASE - EA EMPLOYEE				\$ 500000	
		E.L. DISEASE - POLICY LIMIT				\$ 500000	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?					
		If yes, describe under SPECIAL PROVISIONS below					
		OTHER					
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS							
Palm Beach County is included as Additional Insured under General Liability coverage as their interest may appear.							

CERTIFICATE HOLDER	CANCELLATION
PALMB01	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
Palm Beach County John Chesher, P.E. Director Capital Improvements Division 3200 Belvedere Rd Bldg 1169 West Palm Beach FL 33406-1544	AUTHORIZED REPRESENTATIVE Paul R. Schaaf

MARSH

CERTIFICATE OF INSURANCE

CERTIFICATE NUMBER

CLE-001507007-01

PRODUCER

Marsh USA Inc.
Six PPG Place, Suite 300
Pittsburgh, PA 15222
Attn: Dona Thompson

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

COMPANIES AFFORDING COVERAGE

COMPANY

A LEXINGTON INSURANCE COMPANY

COMPANY

B

COMPANY

C

COMPANY

D

101789-E&O-E&O-06-07

INSURED

Astorino
227 Fort Pitt Boulevard
Pittsburgh, PA 15222

COVERAGES

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE DESCRIBED HEREIN HAVE BEEN ISSUED TO THE INSURED NAMED HEREIN FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY				GENERAL AGGREGATE	\$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COM/OP AGG	\$
	<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				PERSONAL & ADV INJURY	\$
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE	\$
					FIRE DAMAGE (Any one fire)	\$
					MED EXP (Any one person)	\$
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT	\$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE	\$
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	\$
					AGGREGATE	\$
	EXCESS LIABILITY				EACH OCCURRENCE	\$
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE	\$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS	OTH-ER
	<input type="checkbox"/> THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				EL EACH ACCIDENT	\$
					EL DISEASE-POLICY LIMIT	\$
					EL DISEASE-EACH EMPLOYEE	\$
A	Architects & Engineers Professional Liability	1155579	08/28/06	08/28/07	Per Claim Aggregate	2,000,000 4,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Annual Architectural Services For Small Construction Projects. Retrodate: September 20, 2006

CERTIFICATE HOLDER

Palm Beach County
Attn: John Chesher, P.E. Director
Capital Improvements division
3200 Belvedere Road
Building 1169
West Palm Beach, FL 33406-1544

CANCELLATION

SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES, OR THE ISSUER OF THIS CERTIFICATE.

MARSH USA INC.

By: Linda L George

Linda L. George

MM1(3/02)

VALID AS OF: 09/21/06