

**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 understand 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