

3H-8

Agenda Item #:

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY**

Meeting Date: October 17, 2006

☒ Consent

☐ Regular

☐ Workshop

☐ Public Hearing

Department: Facilities Development and Operations

**I. EXECUTIVE BRIEF**

**Motion and Title:** Staff recommends motion to approve: A contract with Heery International, Inc., for program management services for the Jail Expansion Program in the amount of \$2,043,104.

**Summary:** This contract will provide for program management services for the Jail Expansion Program. The program manager will act as an extension staff assisting with all aspects of the project including managing the design and construction phases. The initial phase of this contract includes the required services for the first 17 months of the design phase. Upon completion of this initial phase, an additional services authorization will be presented to the Board for the remainder of the proposed \$7,684,561 contract. The SBE goal for this project is 15%. Heery's participation is 15% for this initial phase. **(Capital Improvements Division) Countywide (JM)**

**Background and Justification:** On April 25, 2006, the Board approved proceeding with Jail Expansion Program 2 consisting of the expansion of the West County Detention Facility and the Stockade and renovations to the Main Detention Center at an estimated cost of \$267 million. Obtaining services of a program manager is the first step in implementing the process.

**Attachments:**

1. Budget Availability Statement
2. Contract

Recommended by:                     

                      
Department Director

9/21/06  
Date

Approved by:                     

                      
County Administrator

9/11/06

Date

## II. FISCAL IMPACT ANALYSIS

### A. Five Year Summary of Fiscal Impact:

<b>Fiscal Years</b>	<b>2007</b>	<b>2008</b>	<b>2009</b>	<b>2010</b>	<b>2011</b>
<b>Capital Expenditures</b>	<b><u>\$2,043,104</u></b>	<b><u>0</u></b>	<b><u>0</u></b>	<b><u>0</u></b>	<b><u>0</u></b>
<b>Operating Costs</b>	<b><u></u></b>	<b><u>0</u></b>	<b><u>0</u></b>	<b><u>0</u></b>	<b><u>0</u></b>
<b>External Revenues</b>	<b><u></u></b>	<b><u>0</u></b>	<b><u>0</u></b>	<b><u>0</u></b>	<b><u>0</u></b>
<b>Program Income (County)</b>	<b><u></u></b>	<b><u>0</u></b>	<b><u>0</u></b>	<b><u>0</u></b>	<b><u>0</u></b>
<b>In-Kind Match (County)</b>	<b><u></u></b>	<b><u></u></b>	<b><u></u></b>	<b><u></u></b>	<b><u></u></b>
<b>NET FISCAL IMPACT</b>	<b><u>\$2,043,104</u></b>	<b><u></u></b>	<b><u></u></b>	<b><u></u></b>	<b><u></u></b>
<b># ADDITIONAL FTE</b>	<b><u></u></b>	<b><u></u></b>	<b><u></u></b>	<b><u></u></b>	<b><u></u></b>
<b>POSITIONS (Cumulative)</b>	<b><u></u></b>	<b><u></u></b>	<b><u></u></b>	<b><u></u></b>	<b><u></u></b>

Is Item Included in Current Budget? Yes X No     

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

Budget Account No: Fund 3804 Dept 411 Unit B362 Object 6502  
Reporting Category \_\_\_\_\_

### III. REVIEW COMMENTS:


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

OFMB

per Jim J. Jacobson 10/10/06  
Contract Administrator  
10/10/06  
This Contract complies with our

**This Contract complies with our contract review requirements.**

**B. Legal Sufficiency:**

  
Assistant County Attorney

### C. Other Department Review:

Department Director

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

**FACILITIES DEVELOPMENT & OPERATIONS  
BUDGET AVAILABILITY STATEMENT**

REQUEST DATE: 09/20/06 REQUESTED BY: Mike McPherson

PHONE: 233-0278  
FAX: 233-0270

PROJECT TITLE: PBC Jail Expansion Program II

PROJECT NO.: 04202

ORIGINAL CONTRACT AMOUNT:

BCC RESOLUTION#:

REQUESTED AMOUNT: \$2,043,104.00

DATE:

CSA or CHANGE ORDER NUMBER:

CONSULTANT/CONTRACTOR: Heery International

PROVIDE A BRIEF STATEMENT OF THE SCOPE OF SERVICES TO BE PROVIDED BY THE CONSULTANT/CONTRACTOR:

Contract Award

CONSTRUCTION	
PROFESSIONAL SERVICES	<u>\$2,043,104.00</u>
STAFF COSTS** (Design/Construction Phase)	<u>                    </u>
MISC. (permits, prints, advertising, etcetera)	<u>                    </u>
TOTAL	<u>\$2,043,104.00</u>

*\*\* By signing this BAS your department agrees to these staff costs and your account will be charged upon receipt of this BAS by FD&O. Unless there is a change in the scope of work, no additional staff charges will be billed.*

**BUDGET ACCOUNT NUMBER (IF KNOWN)**

FUND: 3804 DEPT: 411 UNIT: B362 OBJ: 6502

FUNDING SOURCE (CHECK ALL THAT APPLY): ☒ AD VALOREM ☐ OTHER  
☐ FEDERAL/DAVIS BACON

BAS APPROVED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

ENCUMBRANCE NUMBER: \_\_\_\_\_

Revised 03/30/04

**ATTACHMENT # 1**

**CONTRACT FOR PROFESSIONAL SERVICES  
FOR  
PROGRAM MANAGER SERVICES  
PALM BEACH COUNTY JAIL EXPANSION  
PROJECT NO. 04202**

This Contract is made as of \_\_\_\_\_ 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 **Heery International, Inc.**, a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose Federal I.D. number is **58-0827945**.

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

**DEFINITIONS:**

**Approval, Acceptance, Authorization** when referring to the COUNTY 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 to the COUNTY for its acceptance, approval or authorization of any documents or work hereunder.

**Observe, Observation(s), Visit(s):** site visits by the CONSULTANT 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 CONSULTANT**

- 1.1 Basic Services - The services to be provided by the consultant are noted in Exhibit A to this contract.
- 1.2 Fee - The fee associated with all of the services to be required under this contract are noted in Exhibit A-2 to this contract.
- 1.3 The fee associated with the initial phase of the contract is noted in Exhibit A-1.
- 1.4 The fee associated with subsequent phases will be authorized in future Consultant Services Authorizations to this contract.

07-07-06

Contract - 1

**ATTACHMENT # 2**

## **SECTION 2 - ADDITIONAL SERVICES OF CONSULTANT**

### **2.1 Notification**

CONSULTANT shall notify COUNTY immediately in writing of all changes to the Scope of Work that increase or decrease the CONSULTANT'S cost or the duration of CONSULTANT's services.

### **2.2 Additional Compensation**

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

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 CONSULTANT 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 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 CONSULTANT may be responsible due to incompetence, errors, omissions, or fraud).

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

## **SECTION 3 - COUNTY'S RESPONSIBILITIES**

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

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

3.2 As requested, in writing by CONSULTANT, 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 CONSULTANT to enter upon property as required for CONSULTANT to perform services under this Contract.

3.4 Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by CONSULTANT. If requested by CONSULTANT, render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of CONSULTANT. 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 CONSULTANT or CONSULTANT'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 CONSULTANT will be set forth in an exhibit that is to be identified, attached to and made a part of this Contract before such services begin.

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

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

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

3.9 Furnish, or direct CONSULTANT to provide, Additional Services as stipulated in paragraph 2.3 of this Contract or other services as required.

#### **SECTION 4 - PERIODS OF SERVICE**

4.1 The period of service shall commence upon execution of this Contract and continue until completion of all phases or any outstanding additional service authorizations issued within the period of this Contract, 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 CONSULTANT'S services shall be adjusted equitably.

4.3 If CONSULTANT'S services for design or during construction of the Project are delayed or suspended in whole or in part by COUNTY for more than 60 days for reasons beyond CONSULTANT'S control, CONSULTANT shall be entitled to an equitable adjustment in compensation.

## **SECTION 5 - PAYMENTS TO CONSULTANT**

5.1 The total amount to be paid by the COUNTY under this Contract and method of payment shall be set forth in Exhibit A. The CONSULTANT will bill the COUNTY at the amounts set forth for services rendered toward the completion of the Scope of Work. Payments will generally be made either after completion of scheduled milestones or after acceptance of specified deliverables. Where incremental billings for partially completed items is permitted, the total incremented billings shall not exceed the percentage of estimated completion of identifiable deliverables or accepted deliverables as of the billing date.

5.2 CONSULTANT 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 CONSULTANT 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 project number. Invoices will normally be paid within thirty (30) days following the department's approval of 10 business days.

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 CONSULTANT 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 CONSULTANT 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, reimbursable, 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

CONSULTANT 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 plus subcontractual services, out of pocket expenses and other related costs supporting the proposed work. The COUNTY shall not be obligated to reimburse the CONSULTANT for costs incurred in excess of the total not to exceed cost amount. The CONSULTANT 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 CONSULTANT compensation for services rendered based upon the established actual hourly raw labor rates for services rendered by personnel directly engaged on COUNTY projects, multiplied by an overall overhead and profit factor of 2.76. The labor rates, overhead and profit factors are subject to audit.

5.5.2 Sub-contractual service shall be invoiced at the actual fees paid by the CONSULTANT. Sub-contractual services shall be approved by the COUNTY in writing prior to performance of the sub-contractual work.

5.5.3 "Out-of-pocket" expenses will be reimbursed up to the not-to-exceed amount. "Out-of-pocket" expenses mean the actual expenses expected to be incurred by the CONSULTANT or CONSULTANT'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 specialized equipment shall be determined on an individual basis subject to approval of the COUNTY. All reimbursable expenses will be estimated at the time of negotiating this Contract. 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. 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 CONSULTANT will clearly state "**Final**" on the CONSULTANT'S final/last billing to the COUNTY. This shall constitute CONSULTANT'S certification that all services have been properly performed and all charges and costs have been invoiced to COUNTY. Since this account will thereupon be closed, any and other further charges, if not properly included on this final invoice, are waived by the CONSULTANT.



## **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 CONSULTANT, but it will not include CONSULTANT'S compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless the Contract 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.

### **6.2 Opinions of Cost**

Since CONSULTANT 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, CONSULTANT'S opinions of probable construction cost provided for herein are to be made on the basis of CONSULTANT'S experience and qualifications and represent CONSULTANT'S best judgment as an experienced and qualified professional, familiar with the construction industry.

## **SECTION 7 - GENERAL CONSIDERATION**

### **7.1 Standard of Care**

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

CONSULTANT 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 Contract first written.

Although specific provisions of this Contract 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 CONSULTANT shall not be responsible for any construction contractor's means, methods, techniques, sequences and operations of construction or safety precautions and programs. The CONSULTANT will not be responsible for the finding, presence, handling, or exposure of persons to hazardous materials in any form at the project site, including but not limited to asbestos, and PCB's.

The CONSULTANT shall not be responsible for the accuracy or adequacy of the design consultant's design.

## **7.2 Termination**

This Contract may be canceled by the CONSULTANT 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 CONSULTANT. It may also be terminated, in whole or in part, by the COUNTY, with or without cause, immediately upon written notice to the CONSULTANT. Unless the CONSULTANT is in breach of this Contract, the CONSULTANT 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 CONSULTANT 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 CONSULTANT, 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 CONSULTANT'S services or authorized by the COUNTY as a reimbursable expense, whether generated directly by the CONSULTANT, 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 CONSULTANT, and wherever located shall be the property of the COUNTY.

### **7.3 Truth-in-Negotiation Certificate**

Signature of this Contract by the CONSULTANT 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 CONSULTANT'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 non-current 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 CONSULTANT'S records under this provision.

### **7.4 Personnel**

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

The CONSULTANT'S proposed project team are shown in Exhibit B.

#### **7.4.2 CONSULTANT'S Representative**

Within ten (10) days of executing the contract, the CONSULTANT shall advise the COUNTY of the name of the CONSULTANT'S 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 Contract. 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 CONSULTANT'S designated Project Manager and the right to require the CONSULTANT to replace its designated Project Manager with another individual acceptable to the COUNTY.

#### **7.5 Subconsultants**

7.5.1 The COUNTY reserves the right to accept the use of a sub-consultant, or to reject the selection of a particular sub-consultant and to inspect all facilities of any sub-consultant in order to make a determination as to the capability of the sub-consultant to perform properly under this Contract. The CONSULTANT is encouraged to seek small business enterprises for participation in subcontracting opportunities. SBE participation will be established in accordance with COUNTY ordinances and COUNTY Office of SBE goals, the CONSULTANT agrees to make a good faith effort to meet the goals so established.

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

#### **7.5.2 SBE Participation**

The CONSULTANT agrees to abide by all provisions of Palm Beach County SBE Ordinance and understands that failure to comply with any of the requirements will be considered a breach of contract. The SBE participation goals for this Contract are 15%.

The CONSULTANT incorporates Schedule 1 (Participation of SBE Contractors) and Schedule 2 (Letter of Intent) attached hereto as Exhibit C and made a part hereof, the names, addresses, scope of work, dollar value of the SBE participation on Schedule 1 and the Letter of Intent, Schedule 2, signed by each of the listed SBE subconsultants on Schedule 1 agreeing to perform the Contract at the listed dollar value.

The CONSULTANT understands that each small business firm utilized on this Contract must be certified by Palm Beach County in order to be counted toward the contract goal.

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

The CONSULTANT further agrees to provide the COUNTY with a copy of the CONSULTANT'S Contract with the SBE subconsultant or any other related documentation upon request.

CONSULTANT 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 firms. Any SBE which, for any reason, no longer remains associated with the contract of CONSULTANT shall be replaced with other certified SBEs, unless approval to the contrary is granted by the COUNTY.

The CONSULTANT understands that he/she is prohibited from making any agreements with the SBE in which the SBE promises not to provide sub-consultants quotations to other bidders or potential bidders.

The CONSULTANT agrees to maintain all records and information necessary to document compliance with the Ordinance and will allow the COUNTY to inspect such records.

#### **7.6 Non-Discrimination**

The CONSULTANT 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 CONSULTANT 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 CONSULTANT'S sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees, sub-consultants and suppliers perform the work, and in all respects the CONSULTANT'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 CONSULTANT does not have the power or authority to bind the COUNTY in any promise, agreement or representation other than specifically provided for in this Contract.

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

#### **7.8 Contingent Fees**

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

#### **7.9 Authority to Practice**

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

The CONSULTANT 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 CONSULTANT shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverage and limits (including endorsements), as described herein. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by CONSULTANT

are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONSULTANT under the contract.

7.12.2 **Commercial General Liability** CONSULTANT 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. CONSULTANT shall provide this coverage on a primary basis.

7.12.3 **Business Automobile Liability** CONSULTANT 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 CONSULTANT doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing CONSULTANT 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. CONSULTANT shall provide this coverage on a primary basis.

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

7.12.5 **Professional Liability** CONSULTANT shall maintain Professional Liability, or equivalent Errors & Omissions Liability at a limit of liability not less than **\$5,000,000** 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 CONSULTANT'S most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, CONSULTANT 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, CONSULTANT shall purchase a SERP with a minimum reporting period not less than 3 years. **The requirement to purchase a SERP shall not relieve the CONSULTANT of the obligation to provide replacement coverage.** CONSULTANT shall provide this coverage on a primary basis.

7.12.6 **Additional Insured** CONSULTANT 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."** CONSULTANT shall provide the Additional Insured endorsements coverage on a primary basis.

**7.12.7 Waiver of Subrogation** CONSULTANT 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 CONSULTANT 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 CONSULTANT enter into such an agreement on a pre-loss basis.

**7.12.8 Certificate(s) of Insurance** Prior to execution of this Contract, CONSULTANT shall deliver to the COUNTY a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverage 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, 3200 Belvedere Road, Bldg. 1169, West Palm Beach, FL 33406

**7.12.9 Umbrella or Excess Liability** If necessary, CONSULTANT 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 CONSULTANT 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 CONSULTANT 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, CONSULTANT will incur and assume no liabilities for reuse unless CONSULTANT 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 CONSULTANT 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 Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract 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 CONSULTANT 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, to the proportionate extent attributable to any breach of contract, negligent act, error or omission of the CONSULTANT, 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, agents, or other parties not under contract to the CONSULTANT.

The CONSULTANT'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 CONSULTANT 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 CONSULTANT further represents that no person having any interest shall be employed for said performance.

The CONSULTANT 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 CONSULTANT'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 CONSULTANT 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 CONSULTANT. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the COUNTY shall so state in the notification and the CONSULTANT 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 CONSULTANT under the terms of this Contract.

#### **7.16 Excusable Delays**

The CONSULTANT 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 CONSULTANT or its sub-consultants and without their fault or negligence. Such causes may include, under relevant circumstances: acts of God; natural or public health emergencies; strikes not within CONSULTANT'S work force, company or agent's thereof; freight embargoes; and "abnormally severe and unusual" weather conditions.

Upon the CONSULTANT'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 CONSULTANT'S failure to perform was without it or its sub-consultants 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT of the COUNTY'S notification of a contemplated change, the CONSULTANT 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 CONSULTANT'S ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the CONSULTANT 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 COUNTY elects to make the change, the COUNTY will issue an amendment to the applicable SERVICE AUTHORIZATION and the CONSULTANT 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

with copy to:

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

and if sent to the CONSULTANT shall be mailed to:

David J. Kimmel, P.E., CCM  
Vice President  
Heery International, Inc.  
999 Peachtree Street, NE  
Atlanta, GA 30309

**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 CONSULTANT 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 and Fee
Exhibit B	-	Proposed Project Team
Exhibit C	-	SBE Schedules 1 & 2
Exhibit D	-	Insurance Certificates

## **7.22 Successors and Assigns**

The COUNTY and the CONSULTANT 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 CONSULTANT shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONSULTANT.

## **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 CONSULTANT 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 CONSULTANT has hereunto set its hand the day and year above written.

ATTEST:  
SHARON R. BOCK, Clerk & Comptroller

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Tony Masilotti, Chairman

APPROVED AT TO TERMS  
AND CONDITIONS

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By: Anthony Wolf  
Director, FD&O

By: \_\_\_\_\_  
County Attorney

CONSULTANT WITNESS:

R. Kahn  
Signature

CONSULTANT:

[Signature]  
Signature

Richard Nikonovich-Kahn  
Name (type or print)

Gregory H. Peirce  
Name (type or print)

Senior Vice President

Title

[Signature]  
8.7506

# **Exhibit A**

## **Scope of Work and Fee**

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## **Exhibit A**

### **PROGRAM MANAGEMENT SCOPE OF SERVICES**

#### **Team Goals and Objectives**

Heery International is committed to very specific objectives for delivering Program Manager Services for the Palm Beach County Jail Expansion. We believe these objectives will directly benefit both the Program and the County:

- The Heery team will act as an extension of the Palm Beach County staff. Our team will assist the Facilities Development & Operations Department and the Sheriff's Office of Corrections in completing the tasks and activities associated with the components of this Program.
- We are a team player. In these times of conflict and litigation, it is essential that all Program participants form a team with a successful Program and successful projects as their goal. Heery knows how to function as a team member, working toward the accomplishment of the Palm Beach County goals and those of the Sheriff's Office of Corrections.
- Heery will assist the County in controlling time, cost and quality through a proven approach, which will be supported by procedures and systems identified in our approach. These tools of management are continuously reviewed and updated to ensure maximum effectiveness for our clients.
- To meet the special requirements of complex Programs, such as the proposed jail expansions, Heery also maintains a staff with expertise in scheduling, cost estimating, MICS, contracts, and other special technical and operational resources, directly related to corrections and detention facilities. These professionals support our Program Manager on an 'as needed' basis. This allows the Heery team to be more focused and remain cost effective throughout the Program.

The main goals of our team can be summarized as follows:

- To effectively and efficiently manage and coordinate all tasks and activities associated with the execution of multiple design and construction teams on multiple sites to as to maximize all team resources for the County.
- Contribute to the overall quality and cost effectiveness of the Program design documents through rigorous constructability reviews and value analysis.

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- Assist in monitoring implementation of appropriate standards for planning, design and construction.
- In conjunction with the selected Construction Manager, develop a comprehensive staging plan for each project that will allow for the continued and uninterrupted operation of these existing facilities during construction.
- Determine and implement the most appropriate, cost effective method of construction delivery.
- Provide effective documentation of the construction process, to enhance Program communication and establish a record to comprehensively document the County's position in the event of disputes.
- Implement pro-active management and procedures for design and construction phase administration, which serve to expedite the work and mitigate problems as they arise.
- Provide for meaningful and effective management of consultants and contracts.
- Provide the catalyst for resolution of disputes and claims, by anticipating problems, proposing alternative approaches, and mitigating them at the earliest possible time.
- Coordinate the transfer of the completed facility, including training and documentation for occupancy.
- Minimize 'surprises' to the County.

### **A. PRE-DESIGN PHASE**

- ( ) 1. **COMPILE SOURCE DATA.** Heery, with assistance from the County, will compile and review existing project needs assessment, programming and other planning documents for purposes of developing project understanding and preliminary Program Management Plan outline. Data shall include, but not be limited to:
  - Project Authorizations
  - Preliminary and/or Conceptual Budget Information
  - County Policies and Procedures
  - Building Codes, Design Standards, Environmental Information
  - Topos, Surveys, Geotechnical, Plats, easement, property information
  - County Directories
  - Existing facility drawings
  - Schedule Information, Milestones, Critical Dates
  - Project correspondence, record documents

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- ( ) 2. PROJECT MASTER FILE SET-UP. Heery will propose for approval and implementation a project filing system; for the organization, archival and retrieval of project documents and information. This Master Filing System shall allow for both hardcopy and paperless storage of information as well as interface with the MICS systems. Heery shall establish and maintain this Project Master File for the life of the project.
- ( ) 3. DEVELOP PRELIMINARY PROJECT DELIVERY STRATEGY. Heery will assist the County in identifying and developing a preliminary project delivery strategy for the purposes of professional services solicitation and scoping. Project Definition, and Pre-design Project Analysis sessions will serve to finalize this project delivery strategy.
- ( ) 4. PROJECT MASTER SCHEDULE DEVELOPMENT. Heery will review the County's Provisional Master Schedule. Heery will assist the County in development of a final Program Master Schedule based upon analysis of existing schedules, programs, resources, goals and objectives. Heery will implement and maintain the Master Program Schedule for the life of the program.
- ( ) 5. LIST OF CRITICAL DATES. Heery will develop from the Provisional Master Schedule a List of Critical Dates for the all phases. This List of Critical Dates will indicate the various activities, which are critical for the success of the overall schedule during the design phase, the last acceptable date for each task to be completed, and the party responsible for accomplishing the task. This document will be the basis for Heery to monitor the progress of the design phase. This document will be based on the Architects detailed design schedule and further developed from the Construction Manager's (CM's) detailed construction schedule.
- ( ) 6. DESIGN CONSULTANT SOLCITATION AND SELECTION. Heery will assist the County in Design Consultant selection by reviewing Design Consultant's written responses to County's Professional Services solicitations, developing review criteria and judging formats, and assisting in conducting interviews, evaluating candidates, and making recommendations.
- ( ) 7. PROJECT ORGANIZATION. Heery will, in conjunction with the County, develop the project team organization and matrix of responsibilities. This organizational effort shall define roles and responsibilities for each professional service provider and serve in developing scope of services in consultant contracts.
- ( ) 8. DESIGN CONSULTANT CONTRACT. Heery will assist the County in the preparation of the County/Design Consultant Agreement, including recommended language pertaining to budget and schedule adherence and Program Manager interface requirements. Heery will assist the County in negotiation of Design Consultant Fees

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- ( ) 9. DESIGN CONSULTANT ORIENTATION. Heery will conduct or assist in conducting a Design Consultant orientation session in which all project parameters such as schedule requirements, budget requirements, program requirements, site conditions, and other physical and county administrative constraints will be made known to the Design Consultant. Orientation may be combined with the Project-Design Project Analysis sessions.
- ( ) 10. CONSTRUCTION MANAGEMENT SOLICITATION AND SELECTION. Heery will assist the County in selection of a Construction Management Services provider by reviewing Construction Management provider responses to County's Professional Services solicitations, developing review criteria and judging formats, and assisting in conducting interviews, evaluating candidates, and making recommendations.
- ( ) 11. CONSTRUCTION MANAGEMENT (CM) CONSULTANT CONTRACT. Heery will assist the County in the preparation of the County / CM Agreement including recommended language pertaining to budget and schedule adherence and Program Manager interface requirements. Heery will assist the County in negotiation of the County / CM agreement.
- ( ) 12. CONTRACT ADMINISTRATION. Heery will administer the CM Contract including processing of payment applications, insurance certificates and SBE monitoring.
- ( ) 13. CONSTRUCTION MANAGER ORIENTATION. Heery will conduct or assist in conducting a Construction Manager orientation session in which all project parameters such as schedule requirements, budget requirements, program requirements, site conditions, and other physical and county administrative constraints will be made known to the Design Consultant.
- ( ) 14. DEVELOPING DESIGN PHASE PROCEDURES. Heery will, in conjunction with the County, develop the Design Phase procedures and report formats. These procedures will provide the basis for communication between the Design Consultant, Construction Manager, Heery and County.
- ( ) 15. PRE-DESIGN PROJECT ANALYSIS. Heery will conduct a pre-design project analysis in conjunction with the Design Consultant team, the County, Construction Manager and other appropriate parties. The project analysis will have a duration from one to three days and will provide a forum to further analyze the budget and schedule constraints.
- ( ) 16. PRE-DESIGN PROJECT CONFERENCE. Heery will assist the County in facilitating a Pre-Design Phase Conference for the purposes of soliciting input from all project stakeholders and establishing common understanding of all project requirements. It is during this conference that the Draft Program Management Plan shall be reviewed, amended and agreed to by all team members. The Pre-Design conference is combined with the Project-Design Project Analysis sessions.

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- ( ) 17. **PROGRAM MANAGEMENT PLAN.** Heery will prepare a Management Plan for the Project, which will establish the general basis for the sequence of contracting for construction of the Project, and the attendant design effort required. In preparation for this Management Plan, Heery will evaluate the local construction market, the County's resources, the County's schedule and budget goals of the Project, develop various alternative approaches, and make recommendations to the County. Upon approval by the County of the Management Plan, Heery will prepare the Management Plan in final form. This document will indicate the project rationale, the strategy for purchasing construction, the various bid packages for the Project and a Provisional Master Schedule for the Project. The Program Management Plan shall include, but not be limited to:
- Project description
  - Milestone Schedule
  - Master Schedule
  - Quality management approach
  - Reference to project documents
  - Project Organizational Chart and staffing plan
  - Project roles, responsibilities and authority of team members
  - Project budget and work breakdown structure (WBS)
  - Reference to the Project Manual
  - Management Information System
  - Communications protocol
  - Bid Packaging
  - Site Mobilization
- ( ) 18. **PROJECT PROCEDURES MANUAL.** Heery will assist the County in review and adjustment of existing County procedures manual for project specific application and distribution amongst team members.
- ( ) 19. **PROJECT BUDGET.** Heery, in conjunction with the County, Architect, & Construction Manager, the team will review the Program of Requirements, site constraints, findings of the Market Survey, the County's schedule goals, and budget data in existence, and develop the Project budget based on this data and Heery's historical cost data. Heery will make a report of the budget to the County indicating (1) shortfalls or surpluses in the budget and (2) recommendations for cost reductions or revisions to the Program of Requirements if necessary. Upon balancing the budget with the Program of Requirements, Heery will present to the County the Project budget.
- ( ) 20. **PROJECT COST MODEL.** Based on the approved project budget for construction and the Provisional Cost Model, Heery will prepare the final Project Cost Model, which is a display of the various building components budgeted. Heery will then use the Project Cost Model, in conjunction with Construction Manager estimating efforts, as the basis of cost monitoring throughout the Design Phase.

- ( ) 21. MANAGEMENT INFORMATION CONTROL SYSTEM. Heery will become knowledgeable of the County's reporting needs, will interview the County's key personnel, and, in conjunction with the County, will determine the type of information necessary, the reporting format, the frequency of various reports, and the distribution requirements for the Management Information Control System (MICS) for the Project. This may include a web based project information site. The MICS will be presented to the County in the form of a written report.

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**B. DESIGN PHASE**

- ( ) 1. DESIGN PHASE KICK-OFF MEETING. Heery will assist the County in organization and conducting a Design Phase kick-off meeting. This meeting will serve to communicate all design phase goals and objectives with key A/E discipline leaders, A/E sub-consultants, CM staff, County, Program Manager and other team members as appropriate. The Design Phase schedule shall be agreed to by all disciplines.
- ( ) 2. DESIGN PHASE COORDINATION. Heery will serve as the County's representative in coordination of the design team's activities and will provide leadership with respect to the implementation of design phase procedures by all parties.
- ( ) 3. CONTRACT ADMINISTRATION. Heery will administer the Design Consultant's Contract, including processing of payment applications, insurance certificates, SBE monitoring, etc.
- ( ) 4. MONITOR DESIGN PHASE SCHEDULE. Heery will expedite the flow of information between the County, the Design Consultant, and other parties. Heery will monitor the Design Consultant's Design Phase Schedule, apprise the other team members in writing when actual or potential constraints to achieving the schedule goals have been created and will obtain written recommendations for corrective action from the appropriate party.
- ( ) 5. DESIGN PROGRESS MEETINGS. Heery will conduct design progress meetings in conjunction with the County, Design Consultant, and others. These meetings will serve as a forum for the exchange of information and resolution of design decisions, and will be a point where design progress is reviewed and noted. Heery will record, transcribe and distribute minutes of these meetings to all attendees and all other appropriate parties.
- ( ) 6. COST MANAGEMENT PROCEDURES. Heery will implement and maintain cost management procedures throughout the design phase. When design or programmatic changes are proposed, these changes will be recorded and the cost effect will be documented in the form of a Design Phase Revision. The Design Phase Revision will be approved in writing by the County. Heery will prepare and distribute Design Phase Revision to project team members and other appropriate parties.
- ( ) 7. LIMITED DESIGN REVIEW. Heery shall perform a peer review of the in-progress design documents for general compliance to the project program documents, design efficiency, functional effectiveness, compliance with ACA standards for jail design, clarity, completeness, constructability in conjunction with the Construction Manager, cost effectiveness, and in accordance with the standards of acceptable good practice for architecture/engineering design services. However, nothing here or elsewhere in this agreement will:

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- Relieve the Design Consultant of its responsibility to provide sound design and properly prepare and coordinate contract documents; and
  - Make Heery in any way responsible for, liable for, or an insurer of the design and/or performance of the Design Consultant.
- ( ) 8. COORDINATION REVIEW. Heery will provide limited a review of the Design consultant's contract document submissions and provide written comments on the document coordination between the various disciplines, including architectural, structural, mechanical, electrical and plumbing. However, nothing here or elsewhere in this agreement will:
- Relieve the Design Consultant of its responsibility to provide sound design and properly prepare and coordinate contract documents; and
  - Make Heery in any way responsible for, liable for, or an insurer of the design and/or performance of the Design Consultant.
- ( ) 9. COORDINATE DESIGN COMMENTS. Heery will provide coordination between the Design Consultant and the County in an effort to obtain the proper flow of information. Heery will coordinate the design reviews at the Schematic Design, Design Development Documents and Construction Documents and will compile and expedite the County's comments to the design team.
- ( ) 10. EXPEDITE AGENCY REVIEWING AND APPROVALS. Heery will assist in securing and transmitting appropriate documents to the various approval agencies at the appropriate times and will expedite these agencies' approvals to the extent reasonably feasible.
- ( ) 11. UPDATE MANAGEMENT PLAN. During the design phase, Heery will periodically update and maintain the Management Plan. The updated Management Plan will be distributed to the County, the Design Consultant, CM and other appropriate parties.
- ( ) 12. UPDATE MASTER SCHEDULE. During the design phase, Heery will periodically update and maintain the Master Schedule. The updated Master Schedule will be distributed to the County, the Design Consultant, CM and other appropriate parties.
- ( ) 13. PROJECT ANTICIPATED COST. Heery will prepare documents concerning the Project's anticipated construction and construction related costs, and appropriate contingencies. This information will be prepared in a format approved by the County.
- ( ) 14. SCHEMATIC DESIGN ESTIMATE CHECK. Heery will provide an estimate check of the Schematic Design Estimate prepared by the CM at the conclusion of the

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Schematic Design phase. This Schematic Design Estimate Check will be accompanied by a report to the County, CM and Design Consultant identifying variances between the original project budget and the cost estimates provided by the CM. The report will also make recommendations for appropriate corrective action, if required. This estimate check is for the purposes of providing the County with a verification of the CM's estimate.

Heery's estimate checks of probable construction cost will represent Heery's best judgment as a professional familiar with the construction industry. However, Heery has no control over the cost of labor and materials, Construction Managers' methods of determining prices, or competitive bidding and market conditions. Heery therefore cannot and does not warrant or represent that bids or negotiated prices will not vary from any cost estimates.

- ( ) 15. DESIGN DEVELOPMENT ESTIMATE CHECK. Heery will provide An estimate check of the Design Development Estimate prepared by the CM at the conclusion of the Design Development phase. This Design Development Estimate will be accompanied by a report to the County, CM and Design Consultant identifying variances between the original project budget and the cost estimates provided by the CM. The report will also make recommendations for appropriate corrective action, if required. This estimate check is for the purposes of providing the County with a verification of the CM's estimate.

Heery's estimate checks of probable construction cost will represent Heery's best judgment as a professional familiar with the construction industry. However, Heery has no control over the cost of labor and materials, Construction Managers' methods of determining prices, or competitive bidding and market conditions. Heery therefore cannot and does not warrant or represent that bids or negotiated prices will not vary from any cost estimates.

- ( ) 16. GMP ESTIMATE REVIEW. Heery will review the CM's GMP cost estimate based on the GMP Construction Documents set from the Design Consultant. . A report of this review will be given to the County, CM and Design Consultant identifying any variances between the original project budget and the CM's cost estimate. A report making recommendations for appropriate corrective action, if required will be prepared and delivered to the County, CM and Design Consultant. This estimate check is for the purposes of providing the County with a verification of the CM's estimate.

Heery's estimate checks and reviews of probable construction cost will represent Heery's best judgment as a professional familiar with the construction industry. However, Heery has no control over the cost of labor and materials, Construction Managers' methods of determining prices, or competitive bidding and market conditions. Heery therefore cannot and does not warrant or represent that bids or negotiated prices will not vary from any cost estimates.

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- ( ) 17. **COST ADJUSTMENT SESSIONS.** Should significant variances be detected on the Schematic Design, Design Development, or 100% CD Estimates, Heery will facilitate cost adjustment sessions with the Design Consultant, CM and the County. At the conclusion of these sessions, Heery, in conjunction with the County, will request commitments from the Design Consultant for design adjustments to the documents. The CM will take the adjusted design documents and make the appropriate adjustments to their construction cost estimate. Upon submittal of adjusted design documents and the CM's adjusted cost estimate, Heery will review those documents and estimate(s) and prepare a report to the County, CM and Design Consultant that the cost estimate based on the adjusted design documents is in acceptable compliance with the project budget.
- ( ) 18. **VALUE ANALYSIS STUDY.** Heery will facilitate and coordinate the CM in providing a value analysis study on major construction components such as mechanical system, exterior envelope and fenestration, structural system, roofing system, lighting, and power service. This value analysis will be summarized in report form by the CM and reviewed by Heery for distribution to the County, the Design Consultant, and other appropriate parties.
- ( ) 19. **TRADE-OFF STUDIES.** Heery will facilitate and coordinate the CM in providing a cost comparative analysis on various construction components. The results of the trade-off studies will be summarized in report form by the CM and reviewed by Heery for distribution to the County, Design Consultant, and other appropriate parties.
- ( ) 20. **VALUE ENGINEERING.** Heery will facilitate & coordinate a Value Engineering Workshop on the Project. A formal report will be presented to the County and Design Consultant of the Value Engineering Workshop's findings and recommendations.
- ( ) 21. **COST MONITORING.** Heery will monitor the cost of the design in each phase. Heery will maintain dialogue with the CM and Design Consultant and provide cost information to the County at the project meetings and on an as-needed basis.
- ( ) 22. **MICS IMPLEMENTATION.** Heery will initiate and maintain during this and subsequent phases of the Project the system of information reporting as established for the Project.
- ( ) 23. **PROJECT STATUS REPORTS.** Heery will prepare and distribute a monthly Project Status Report which will include schedule maintenance and cost status reports. The schedule maintenance report will reflect actual progress against scheduled progress for the design phase. The project summary cost status report will reflect actual current cost and projected project cost compared to budgeted project cost.
- ( ) 24. **CASH FLOW PROJECTION REPORTS.** Heery will generate and update on a regular basis a cash flow projection report and distribute to the County.

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- ( ) 25. DESIGN PHASE COST ADJUSTMENT REPORTS. Heery will generate and distribute Design Phase Cost Adjustment reports which will reflect all actual Design Phase Revisions as of the date of the report and their net effect on the original project budget. This report will be prepared and distributed to the County, CM and Design Consultant each month.
- ( ) 26. CONTRACTS FOR CONSTRUCTION. Heery will assist the County in the review of the CM's plan for trade contract solicitation including: the Invitation to Bid, the Form of Proposal, the General Conditions, the Supplementary Conditions and any Special Conditions for the contracts for construction.
- ( ) 27. BIDDING PROCEDURES. To the extent reasonably feasible, Heery will assist the County in reviewing the CM's bidding procedures for bid document issuance, bidder tracking and receipt of bid proposals.
- ( ) 28. PUBLIC RELATIONS ACTIVITIES. Heery will assist the County, Design Consultant and CM in public relations activities including preparation of the Project information, and attending internal and public meetings.
- ( ) 29. GENERATE BIDDER INTEREST. Heery will assist the County and CM in developing and monitoring bidder interest to the project. This includes major subcontractors and suppliers. The CM shall be responsible for providing overall direction in development of bidder interest from subcontractors and suppliers.

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**C. GMP BID AND AWARD PHASE**

- ( ) 1. BID ADVERTISEMENTS. Heery will assist the CM, as needed, in preparing and placing notices and advertisements relative to intent to solicit bids on the Project.
- ( ) 2. EXPEDITE BID DOCUMENT DELIVERY. Heery will manage and monitor the coordination between the CM, and Design Consultant for the delivery of Bid Documents and addenda to the bidders. This task will be performed in conjunction with the County, and may consist of the following:
  - a. arranging to secure documents from Design Consultant;
  - b. arranging for printing, binding and wrapping;
  - c. arranging for delivery; and
  - d. follow-up calls to the bidders.
- ( ) 3. PRE-BID CONFERENCE(S). In conjunction with the County and CM, Heery will facilitate pre-bid conference(s). These conferences will be a forum for the County, Heery, CM and Design Consultant to present the project requirements to the bidders.
- ( ) 4. COORDINATION AND INQUIRIES. Heery will monitor communications related to Bidder inquiries and coordinate the process of seeking resolution from the appropriate party and timely information to the CM. Heery will instruct the Design Consultant to issue addenda when necessary.
- ( ) 5. ADDENDA REVIEW. Heery will provide a general review of each addendum during the Bid Phase for time, cost, or constructability impact, and make appropriate comments or recommendations.
- ( ) 6. BID EVALUATION. Upon receipt of bids, Heery will assist the County in the review and monitoring of the results of the CM's bid opening and evaluation of the bids. Heery will review bids for completeness, full responsiveness and price, including alternate prices and unit prices, and will make a formal recommendations to the County in respect to the CM's award of subcontracts.
- ( ) 7. CONSTRUCTION CONTRACT NEGOTIATIONS. Heery will negotiate on behalf of the County with Construction Manager when negotiation for added or deleted scope is necessary.
- ( ) 8. CONSTRUCTION GMP. Heery will assist the County in the preparation GMP Amendments. Heery will also provide the Notice to Proceed on behalf of the County to help assure a proper start of the construction.
- ( ) 9. PRE-CONSTRUCTION CONFERENCE(S). Heery will facilitate, in conjunction with the County, and the Design Consultant, a pre-construction orientation

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conference(s) for the benefit of the successful CM and will serve to orient the CM to the various reporting procedures and site rules prior to the commencement of actual construction.

- ( ) 10. PRE-PURCHASE TRANSFERS. In the event that materials or equipment have previously been purchased for the use by the Construction Manager, Heery will assist in the preparation for the transfer of this equipment or materials concurrently with the bid/award of the appropriate contract.
- ( ) 11. PROJECT STATUS REPORT. Heery will continue to prepare and distribute a monthly Project Status Report which will include schedule maintenance and cost status reports. The schedule maintenance report shall indicate actual progress compared with scheduled progress for the Bid and Award Phase. The project summary cost status report will reflect actual current cost and projected project cost compared to budgeted project cost.
- ( ) 12. CASH FLOW PROJECTION REPORTS. Heery will continue to prepare and distribute cash flow projection reports. These will be adjusted to reflect cash flow based on actual bid figures in lieu of current budget.

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**D. CONSTRUCTION PHASE**

- ( ) 1. ADMINISTRATION OF THE PROJECT. Heery will provide an on-site management team to provide contract administration as an agent and representative of the County and to establish and implement coordination procedures between the County, CM and Design Consultant..
- ( ) 2. CONTRACT ADMINISTRATION. Heery will administer the construction contract as provided in the General Conditions and Special Conditions of the contract for construction and coordinated with duties of the CM.
- ( ) 3. SUBMITTAL PROCEDURES. Heery will establish and implement procedures for submittals, change orders, payment requests and other procedures; and maintain logs, files, and other necessary documentation. As the County's representative at the job site, Heery will be the party through which change orders, payment requests, submittals and information will be processed from Construction Manager to County and/or Design Consultant, and from the Design Consultant and/or County to the Construction Manager.
- ( ) 4. JOB SITE MEETINGS. Heery will conduct regular (weekly) job-site progress meetings with the Construction Manager, conduct an overall coordination meeting with the Construction Manager, and will record, transcribe and distribute minutes to all attendees, the County, the Design Consultant, and all other appropriate parties.
- ( ) 5. COORDINATION OF TECHNICAL INSPECTION AND TESTING. Heery in conjunction with the CM, Heery will assist in the coordination of the technical inspection and testing provided by the Design Consultant or other third parties. All technical inspection reports will be in a format approved by Heery and will be received by Heery on a daily basis.
- ( ) 6. CONSTRUCTION OBSERVATION. Heery will make reasonable efforts to observe the progress of the Work and advise the County of any deviations, defects or deficiencies Heery observes in the Work. Heery's observation duties shall include reasonable diligence to discover work that is not in compliance with the Contract Documents. These day-to-day observations will not, however, cause Heery to be responsible for those duties and responsibilities which belong to the Design Consultant or the Construction Manager and which include, but are not limited to, the Design Consultant's obligation to produce clear, accurate drawings and specifications and the Construction Manager's responsibilities for the techniques and sequences of construction and safety precautions incidental thereto, and for performing the construction work in accordance with the Contract Documents.
- ( ) 7. NON-CONFORMING WORK. Heery will, in conjunction with the Design Consultant, make recommendations for corrective action on observed

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nonconforming work. Heery will make recommendations to the County and the Design Consultant in instances where Heery observes work that, in its opinion, is defective or not in conformance with the Contract Documents.

- ( ) 8. EXERCISE OF CONTRACT PREROGATIVES. When appropriate, Heery will advise the County and make recommendations to the County for exercising the County's contract prerogatives, such as giving the Construction Manager notice to accelerate the progress when the schedule goals are in jeopardy due to Construction Manager failings, withholding payment for cause and other prerogatives when required in an effort to achieve contract compliance.
- ( ) 9. MASTER SCHEDULE. Heery will continue to update and maintain the Master Schedule by incorporating all in-progress adjustments, and will distribute the updated Master Schedule to the County, Design Consultant and other appropriate parties.
- ( ) 10. CONSTRUCTION SCHEDULE. Upon the County's transmission of a Notice of Award to the successful Construction Manager, Heery will review the Construction Manager's development of its detailed construction schedule. Using the critical path method, this schedule will have no activity duration greater than 14 days and will be the contractual schedule by which the construction will be sequenced and will be the basis for measuring progress of the construction. Heery will receive the detailed Construction Schedule from the CM and distribute the detailed Construction Schedule to the County, the Design Consultant and other appropriate parties.
- ( ) 11. SCHEDULE OF VALUES. Heery will review and reconcile the Construction Manager's Schedule of Values for each of the activities included in the Construction Schedule and will use this information as initial data and will initialize the progress payment schedule for the Construction Phase. This report will then be used as the basis for all future progress payments during the Construction Phase.
- ( ) 12. CONSTRUCTION PROGRESS REVIEW. Heery will review the progress of construction with the Construction Manager, observe work in place and properly stored materials on a monthly basis, and evaluate the percentage complete of each construction activity as indicated in the construction schedule. This will serve as data for input to the monthly update report which will be prepared and distributed to the Construction Manager, the County, Design Consultant and other appropriate parties. This report will reflect the Construction Manager's contractual progress, will be the basis for the monthly progress payment to the Construction Manager and will indicate to the County when notices to the Construction Manager for acceleration of the Work and the County prerogatives are appropriate.
- ( ) 13. MONTHLY CONSTRUCTION SCHEDULE UPDATES. Heery will prepare and distribute monthly construction schedule updates. After an evaluation of the

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actual progress as observed by Heery; schedule activities will then be assigned percentage-complete values in conjunction with the Construction Manager. The report will reflect actual progress as compared to schedule progress noting variances (if any) as negative float. This report will also be the basis for determining implementation of certain County prerogatives concerning progress of the Project, when required.

- ( ) 14. MONTHLY CONSTRUCTION MANAGER PAYMENT. In conjunction with the Architect, Heery will review and make recommendations pertaining to monthly payment to the CM. This activity will be an integral part of the monthly progress report updates. However, if it should later be found that a Construction Manager has failed to comply with the provisions of its contract with the County in any way or detail, such failures and subsequent compliance will be the sole responsibility of the Construction Manager. By issuing a Certificate for Payment and by processing applications for payment, except for review of CM's certification of payments made, Heery shall not be deemed to represent that it has made any examination to ascertain how and for what purpose the Construction Manager has used the previous monies paid on account of the construction contract sum.
- ( ) 15. MONTHLY CONSTRUCTION PAYMENT REPORTS. Heery will prepare and distribute the monthly construction payment reports which will be an integral function of the monthly schedule report. This report will reflect the total construction contract price, Construction Manager's payment to date, current payment requested, retainage, and actual amounts owed for the current period. The final portion of this report will be a Certificate of Payment which will be executed by Heery, Design Consultant and Construction Manager, and transmitted to the County for use in the County's internal accounting system and payment to the Construction Manager.
- ( ) 16. RECOVERY SCHEDULE. When approved by the County as an Additional Service, Heery shall assist the Construction Manager in preparing a Recovery Schedule. This Recovery Schedule will reflect the corrective action and additional efforts to be undertaken by the Construction Manager to recapture the lost time and complete the Work in accordance with the Completion Dates. This Recovery Schedule will be distributed to the Construction Manager, the County, Design Consultant and other appropriate parties.
- ( ) 17. CHANGE ORDER PROCESSING SYSTEM. Heery will establish and implement a Change Order processing system. All requests for proposals will first be set forth in a written Field Bulletin by the Design Consultant outlining in detail the change and accompanied by technical drawings and specifications if necessary. The request for proposal will be transmitted to the Construction Manager by Heery and a detailed breakdown of cost and time extension requested will be returned to Heery from the Construction Manager for evaluation. Heery will make recommendations to the County prior to execution of change orders. All change orders and requests for proposals will be tracked in Heery's log, which will be the basis for the Change Order report to County.

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- ( ) 18. **EVALUATE PROPOSAL COST.** Heery will evaluate the Construction Manager's proposal cost and will make a formal recommendation to the County regarding acceptance of the proposal for a Change Order. This evaluation is not intended to be a detailed estimate, but a validation to the appropriateness of the request.
- ( ) 19. **NEGOTIATION OF CHANGE ORDER COSTS AND TIME EXTENSIONS.** Heery will negotiate change order costs and time extensions on behalf of the County when appropriate. Heery will advise the County of acceptability of price and time extension prior to the execution of any change order.
- ( ) 20. **FORCE ACCOUNT RECORDS.** In instances when the change order work is to be done on a time and material basis, and when approved by the County as an Additional Service, Heery will maintain force account records developed by the CM on a daily basis to determine the actual worth and time required for the work.
- ( ) 21. **CHANGE ORDER REPORTS.** Heery shall prepare and distribute Change Order reports on a monthly basis throughout the Construction Phase. This report will provide Change Order information pertaining to proposed and executed Change Orders and their effect on the contract price as of the date of the report.
- ( ) 22. **CONSTRUCTION MANAGER CLAIMS.** Heery will be the recipient of all notices of claims by Construction Managers against the County for additional cost or time due to any alleged cause. Heery will perform a preliminary evaluation of the contents of the claim, obtain factual information concerning the claim, and make recommendations to the County.
- ( ) 23. **PROJECT STATUS REPORTS.** Heery will continue to prepare and distribute a monthly Project Status Report which will include schedule maintenance and cost status reports. The schedule maintenance report will reflect actual progress against scheduled progress for the construction phase. The project summary cost status report will reflect actual current cost and projected project cost compared to budgeted Project cost.
- ( ) 24. **CASH FLOW PROJECTION.** Heery will continue to prepare and distribute cash flow projection reports, and these reports will be adjusted to reflect cash flow based on actual construction figures.
- ( ) 25. **CLOSEOUT - EQUIPMENT INSTRUCTION MANUALS AND RELATED DOCUMENTS.** Heery will be the recipient of all written material such as operations and maintenance manuals, warranties and guarantees for all equipment installed in the Project.
- ( ) 26. **AS-BUILT DOCUMENTS.** Heery will perform coordination and expediting functions in connection with the Construction Manager's obligation to provide "as-built" documents.

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- ( ) 27. TRAINING SESSIONS. Heery will coordinate and schedule training sessions for the County's maintenance and operational personnel and will assure that the Construction Manager's obligation in providing this training is fulfilled.
- ( ) 28. OCCUPANCY PERMIT. Heery will assist the CM in obtaining the occupancy permit. This task may encompass accompanying governmental officials during inspections of the facility, assist in preparing and submitting proper documentation to the appropriate approving agencies, assisting in final testing and other necessary and reasonable activities.
- ( ) 29. SUBSTANTIAL COMPLETION. In conjunction with the Design Consultant, Heery will make a determination of the remaining work necessary for Substantial Completion, and notify the Construction Manager of any observed deficiencies. When incomplete work or defective work has been remedied, Heery will advise the County of acceptability of Project completeness, and issue a Certificate of Substantial Completion. In the event of remaining incomplete items, Heery will, upon the County's concurrence, issue Certificate of Substantial Completion with exceptions noted.
- ( ) 30. FINAL COMPLETION. Heery, in conjunction with the Design Consultant, will at the conclusion of all corrective action of all punch list items, make a final comprehensive review of the Project, make a report to the County which will indicate whether Heery and the Design Consultant find the Work performed acceptable under the Contract Documents and the relevant Project Data, and make recommendations payment to the Construction Manager.

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**E. POST-CONSTRUCTION PHASE**

- ( ) 1. OCCUPANCY PLAN/SCHEDULE. Heery will prepare an occupancy plan which will include a schedule indicating critical interfaces for relocation of furniture, equipment, new furniture and equipment and the relocation of the County's personnel. This schedule will be distributed to the moving contractors, the County's affected departments, and other appropriate parties.
- ( ) 2. OCCUPANCY PLAN REPORTS. Heery will prepare and distribute reports associated with move-in occupancy plan and other contracts as required by the County.
- ( ) 3. CLAIMS EVALUATION. When approved by the County as an Additional Service, Heery will evaluate claims received during the Post-Construction Phase.
- ( ) 4. FINAL PROJECT REPORT. At the conclusion of the project, Heery will prepare final Project accounting and close-out reports of all above indicated report systems. These reports will summarize for historical purposes any items which are not self-explanatory. All project documents will be scanned onto CDs with a logical filing system for ease of retrieval.
- ( ) 5. WARRANTY INSPECTIONS. During the warranty period of the Project, when approved by the County as an Additional Service, Heery will conduct warranty inspections at a frequency requested by the County and will report deficiencies which should be covered by the warranty. Upon the County's transmission of a notice to the Construction Manager concerning these deficiencies, Heery will serve as an expeditor to verify that remedies are being provided in a timely manner and that a satisfactory solution to the deficiencies is provided.

## Exhibit A-1

<b>Palm Beach County Jail Fee Summary August 30, 2006</b>	
<b>Labor</b>	<b>\$1,737,350</b>
<b>Expenses</b>	<b><u>\$305,754</u></b>
<b>TOTAL FEE:</b>	<b>\$2,043,104</b>

Heery's fees are base on 17 months.

A master schedule for the program is attached to this fee schedule. It is assumed that the Design Consultant and the CM can p~~r~~ achieve the schedule.



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Heery International, Inc.

Palm Beach County Jail

August 30, 2006

Program Management Services

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	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55
	2009												2010											
PROGRAM MANAGEMENT SERVICES	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Work Days in Month	21	20	23	20	22	22	20	23	20	22	20	21	21	20	23	20	22	22	20	23	20	22	20	21
Work Hours in Month	168	160	184	160	176	176	160	184	160	176	160	168	168	160	184	160	176	176	160	184	160	176	160	168
Core Team																								
Project Executive (NTE)																								
Program Director																								
Program Ops Mgr.																								
Program Manager																								
Asst. Project Manager																								
Administrative Assistant																								
Construction Inspector 1 (Arch)																								
Construction Inspector 2 (MEP)																								
Scheduling																								
Core Team Cost																								
Support Services																								
Estimating																								
Conceptual Cost Verification																								
Schematic Design Validation																								
Design Development Validation																								
GMP Price Validation																								
Reconciliation																								
Support Services Cost																								
TOTAL ESTIMATED LABOR																								

<b>Program Management Services Estimated Reimbursable Expenses August 23, 2006</b>					Summary Total Cost
	Quantity	Unit	Unit Price	Total Cost	
<b>ESTIMATED DIRECT COST EXPENSES</b>					
<b>DIRECT OFFICE EXPENSES</b>					
Office Rent					
Utilities					
Water					
Electric					
Telephones					
System					
Installation (Phone and T1)					
Monthly Service (7 lines) (6-Voice/1-Fax)					
T1 Line for Internet Access					
Long Distance					
Cell Phones					
Phones	0	Ea	\$100.00	\$0	
Monthly Service	260	MO	\$250.00	\$65,000	
Furniture					
Offices (Desk/Chair/Credenza/File/Etc.)					
File/Storage (Work Tables/File Cabinets)					
Breakroom (Microwave/Refrigerator)					
Equipment					
Desktop Computers (w/Monitor/MS Office)	1	EA	\$3,500.00	\$3,500	
Laptop Computers (w/Docking Station/Monitor/etc.)	3	EA	\$5,500.00	\$16,500	
Ink Jet Printer	2	EA	\$400.00	\$800	
Ink Cartridges	100	MO	\$75.00	\$7,500	
Laser Printer	1	EA	\$1,500.00	\$1,500	
Laser Printer Cartridge	17	MO	\$300.00	\$5,100	
Digital Camera (w/1G Memory Card)	2	EA	\$300.00	\$600	
Scanner	1	LS	\$1,000.00	\$1,000	
Adobe Acrobat	4	LS	\$1,000.00	\$4,000	
Expedition	1	EA	\$20,000.00	\$20,000	
Other Software/Licenses/Upgrades	30	EA	\$1,000.00	\$30,000	
Software					
Primavera - P3	1	LS	\$10,000.00	\$10,000	
Annual Maintenance	4	YRS	\$1,500.00	\$6,000	
IT Support					
Monthly Service	17	MO	\$100.00	\$1,700	
Copier					
Purchase	1	EA	\$15,000	\$15,000	
Maintenance Agreement	1,000,000	EA	\$0.05	\$50,000	
Copier Paper (5000/case)	200	Case	\$50.00	\$10,000	
Supplemental Expenses					
Travel Expenses					
Program Director Travel	-	Days	\$300.00	\$0	
Program Manager - Relocation	-	LS	\$50,000.00	\$0	
Temporary Living Expenses	1	LS	\$25,000.00	\$25,000	
Parking	220	wk	\$20.00	\$4,400	
Project Manager Local Travel (100 miles/day/ea)	44,166	MI	\$0.445	\$19,654	
Supplies					
Office Supplies General (Start-up)	0	LS	\$1,500	\$0	
Office Supplies Individuals (Start-up)	0	EA	\$200	\$0	
Project Supplies (Monthly)	17	mo	\$250.00	\$4,250	
Archives (Monthly)(Copies/Reproduction/Packaging)	0	mo	\$150.00	\$0	
Postage (Daily)	17	MO	\$250.00	\$4,250	
Overnight Service	0	mo	\$400.00	\$0	
Petty Cash and Miscellaneous Expenses	-	MO	\$750.00	\$0	
Technical Manuals	-	YRS	\$500.00	\$0	
Home Office Expenses (Phone/Copies/etc.)	-	MO	\$500.00	\$0	
Escalation	-	YRS	\$1,000.00	\$0	
<b>TOTAL ESTIMATED REIMBURSABLES</b>					<b>\$ 305,754</b>

## Exhibit A-2

Palm Beach County Jail Fee Summary August 30, 2006	
Labor	\$7,310,956
Expenses	<u>\$373,606</u>
TOTAL FEE:	<b>\$7,684,561</b>

Heery's fees are based on performing the program in a 50 month timeframe. A master schedule for the program is attached to this fee schedule. It is assumed that the Design Consultant and the CM can perform to this schedule which we believe to be achievable and reasonable.

## Program Management Services

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EPB EPB      EPB EPB EPB

[illegible]



**Palm Beach County Jail**  
**August 30, 2006**  
**Program Management Services**

C C C C C C C C C C C C C C C C C C C

	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55
	2009												2010											
PROGRAM MANAGEMENT SERVICES	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Work Days in Month	21	20	23	20	22	22	20	23	20	22	20	21	21	20	23	20	22	22	20	23	20	22	20	21
Work Hours in Month	168	160	184	160	176	176	160	184	160	176	160	168	168	160	184	160	176	176	160	184	160	176	160	168
<b>Core Team</b>																								
Project Executive (NTE)	42	40	46	40	44	44	40	46	40	44	40	42	42	40	46	40	44	44	40					
Program Director	168	160	184	160	176	176	160	184	160	176	160	168	80	80	80	80	80	80	80					
Program Ops Mgr.	168	160	184	160	176	176	160	184	160	176	160	168	168	160	184	160	176	176	160					
Program Manager	168	160	184	160	176	176	160	184	160	176	160	168	168	160	184	160	176	176	160					
Asst. Project Manager	168	160	184	160	176	176	160	184	160	176	160	168	168	160	184	160	176	176	160					
Administrative Assistant	168	160	184	160	176	176	160	184	160	176	160	168	168	160	184	160	176	176	160					
Construction Inspector 1 (Arch)	168	160	184	160	176	176	160	184	160	176	160	168	168	160	184	160	176	176	160					
Construction Inspector 2 (MEP)	168	160	184	160	176	176	160	184	160	176	160	168	168	160	184	160	176	176	160					
Scheduling	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0					
	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0					
<b>Core Team Cost</b>																								
<b>Support Services</b>																								
<b>Estimating</b>																								
Conceptual Cost Verification																								
Schematic Design Validation																								
Design Development Validation																								
GMP Price Validation																								
Reconciliation																								
<b>Support Services Cost</b>																								
<b>TOTAL ESTIMATED LABOR</b>																								

## Program Management Services

**Heery International, Inc.**

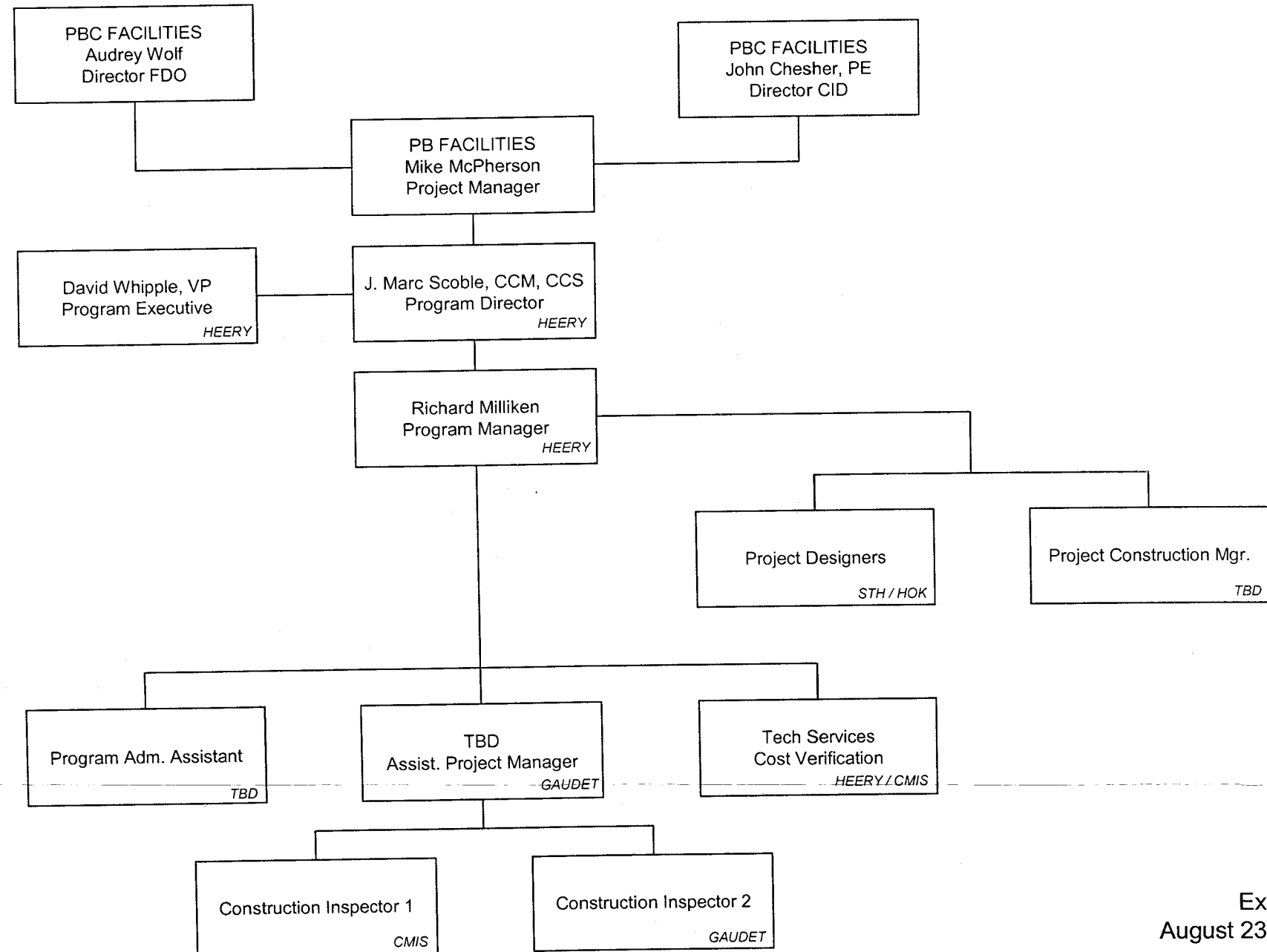
<b>Program Management Services Estimated Reimbursable Expenses August 23, 2006</b>					Summary Total Cost
	Quantity	Unit	Unit Price	Total Cost	
<b>ESTIMATED DIRECT COST EXPENSES</b>					
<b>DIRECT OFFICE EXPENSES</b>					
Office Rent					
Utilities					
Water					
Electric					
Telephones					
System					
Installation (Phone and T1)					
Monthly Service (7 lines) (6-Voice/1-Fax)					
T1 Line for Internet Access					
Long Distance					
Cell Phones					
Phones	0	Ea	\$100.00	\$0	
project phone usage	260	MO	\$250.00	\$65,000	
Furniture					
Offices (Desk/Chair/Credenza/File/Etc.)					
File/Storage (Work Tables/File Cabinets)					
Breakroom (Microwave/Refrigerator)					
Equipment					
Desktop Computers (w/Monitor/MS Office)	1	EA	\$3,500.00	\$3,500	
Laptop Computers (w/Docking Station/Monitor/etc.)	3	EA	\$5,500.00	\$16,500	
Ink Jet Printer	2	EA	\$400.00	\$800	
Ink Cartridges	100	MO	\$75.00	\$7,500	
Laser Printer	1	EA	\$1,500.00	\$1,500	
Laser Printer Cartridge	50	MO	\$300.00	\$15,000	
Digital Camera (w/1G Memory Card)	2	EA	\$300.00	\$600	
Scanner	1	LS	\$1,000.00	\$1,000	
Adobe Acrobat	4	LS	\$1,000.00	\$4,000	
Expedition	1	EA	\$20,000.00	\$20,000	
Other Software/Licenses/Upgrades	30	EA	\$1,000.00	\$30,000	
Software					
Primavera - P3	1	LS	\$10,000.00	\$10,000	
Annual Maintenance	4	YRS	\$1,500.00	\$6,000	
IT Support					
Monthly Service	50	MO	\$100.00	\$5,000	
Copier					
Purchase	1	EA	\$15,000	\$15,000	
Maintenance Agreement	1,000,000	EA	\$0.05	\$50,000	
Copier Paper (5000/case)	200	Case	\$50.00	\$10,000	
Supplemental Expenses					
Travel Expenses					
Program Director Travel	-	Days	\$300.00	\$0	
Program Manager - Relocation	-	LS	\$50,000.00	\$0	
Temporary Living Expenses	1	LS	\$25,000.00	\$25,000	
Parking	220	wk	\$20.00	\$4,400	
Project Manager Local Travel (100 miles/day/ea)	129,900	MI	\$0.445	\$57,806	50 mo.* 100 mi.* 6 people * 4.33 wks/mo
Supplies					
Office Supplies General (Start-up)	0	LS	\$1,500	\$0	
Office Supplies Individuals (Start-up)	0	EA	\$200	\$0	
Project Supplies (Monthly)	50	mo	\$250.00	\$12,500	
Archives (Monthly)(Copies/Reproduction/Packaging)	0	mo	\$150.00	\$0	
Postage (Daily)	50	MO	\$250.00	\$12,500	
Overnight Service	0	mo	\$400.00	\$0	
Petty Cash and Miscellaneous Expenses	-	MO	\$750.00	\$0	
Technical Manuals	-	YRS	\$500.00	\$0	
Home Office Expenses (Phone/Copies/etc.)	-	MO	\$500.00	\$0	
Escalation	-	YRS	\$1,000.00	\$0	
<b>TOTAL ESTIMATED REIMBURSABLES</b>					<b>\$ 373,606</b>

# **Exhibit B**

## **Proposed Project Team**

# PALM BEACH COUNTY JAIL EXPANSION PROGRAM

## HEERY PROGRAM MANAGEMENT TEAM CHART



# **Exhibit C**

## **SBE Schedules 1 & 2**

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**SCHEDULE 1**

**LIST OF PROPOSED SBE-M/WBE SUBCONSULTANTS**

PROJECT NAME: Palm Beach County Jail Expansion PROJECT NO. 04202  
 NAME OF PRIME CONSULTANT: Heery International, Inc.  
 DESCRIPTION OF WORK: Program Management Services

**PLEASE IDENTIFY ALL APPLICABLE CATEGORIES OF SUBCONSULTANTS**

Name, Address and Phone Number	(Check one or both Categories)		Subcontract Amount				
	Minority Business	Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specify)
Gaudet Associates, Inc. 861-A Jupiter Park Drive 1. Jupiter, FL 33458 (561) 748-3040	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$	\$	\$	\$318,905.00	\$
2.	<input type="checkbox"/>	<input type="checkbox"/>	\$	\$	\$	\$	\$
3.	<input type="checkbox"/>	<input type="checkbox"/>	\$	\$	\$	\$	\$
4.	<input type="checkbox"/>	<input type="checkbox"/>	\$	\$	\$	\$	\$
5.	<input type="checkbox"/>	<input type="checkbox"/>	\$	\$	\$	\$	\$
(Please use additional sheets if necessary)		Total	\$	\$	\$	\$ 318,905.00	\$

Total Price \$ 2,043,104.00

Participation Total \$318,905.00

% 15

- Note:
- The amounts listed on this form must be supported by the Subconsultant prices included on Schedule 2 in order to be counted toward goal attainment.
  - Firms may be certified by Palm Beach County as an SBE and/or M/WBE. If firms are certified as both an SBE and M/WBE, please indicate the dollar amount under the appropriate category.
  - M/WBE information is being collected for tracking purposes only.

G:\CID\Professional Services\C S A\SBE Schedule 1.wpd

SCHEDULE # 2

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

PROJECT NO. 04202 PROJECT NAME: Jail Expansion Program

TO: Heery International, 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 \_\_\_\_\_  
Black \_\_\_\_\_ Hispanic \_\_\_\_\_ Women \_\_\_\_\_ Caucasian X Other (Please Specify) \_\_\_\_\_  
Date of Palm Beach County Certification: 2/25/04

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):

Program Management Services  
Assistant Project Manager  
\_\_\_\_\_  
\_\_\_\_\_

The following price \$ 318,905.00  
(Sub consultant=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 any such subcontract must be stated: \$ 0

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

Gaudet Associates, Inc.  
(Print name of SBE-M/WBE Sub consultants)  
By: [Signature]  
(Signature)  
Joseph E. Gaudet, President  
(Print name/title of person executing on behalf of SBE-M/WBE Sub consultant)  
Date: 9/13/06



# **Exhibit D**

## **Insurance Certificates**

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# HEERY

August 24, 2006

Palm Beach County Facilities  
Development & Operations Department  
Capital Improvements Division  
3200 Belvedere Road, Building 1169  
West Palm Beach, Florida 33406

RE: CERTIFICATES OF INSURANCE EXPIRATIONS

To Whom It May Concern:

As indicated on the enclosed Certificate of Liability Insurance and Certificate of Excess Liability Insurance, Heery International, Inc.'s current general liability coverage is due to expire on November 1, 2006 and the excess liability coverage is due to expire on October 7, 2006.

The purpose of this letter is to provide assurance of Heery International, Inc.'s intention to renew or replace its general liability and excess liability coverage in at least the same amounts, so that we will have continuous insurance coverage through the expiration date.

Sincerely,

**HEERY INTERNATIONAL, INC.**



Richard Nikonovich-Kahn  
Senior Vice President and General Counsel

RNK/tgw

Enclosures

Architecture  
Construction Management  
Engineering  
Facilities Management  
Graphic Design  
Interior Design  
Program Management  
Specialty Services  
Strategic Facilities Planning

**Heery International, Inc.**

A group of professional service practices

999 Peachtree Street, NE, Atlanta, Georgia 30309-3953  
Telephone 404 881-9880 Fax 404 875-1283

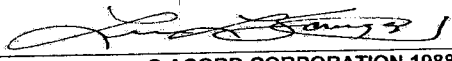
ATLANTA BALTIMORE BEND, OR BERLIN BOSTON CHICAGO CLEVELAND DALLAS DENVER EDINBURGH HOUSTON IOWA CITY  
JACKSONVILLE LONDON LONG BEACH LOS ANGELES MADRID MIAMI NASHVILLE NEW YORK NEWARK, NJ ORLANDO PHILADELPHIA  
PHOENIX PORTLAND RALEIGH SACRAMENTO SEATTLE TACOMA TAMPA TRENTON TUCSON WASHINGTON, DC YOUNGSTOWN, OH

<b>ACORD™ CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) 9/6/2006		
PRODUCER AI Insurance Group P.O. Box 80568 Athens, GA 30608 (678) 726-1000		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 Heery International, Inc. 999 Peachtree St., N.E. Atlanta, GA 30309		INSURERS AFFORDING COVERAGE		NAIC #
		INSURER A: Continental Casualty Company		
		INSURER B: Zurich American Insurance Company		
		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 LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	TCP2058095688	11/1/2005	11/1/2006	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)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
B		GEN'L AGGREGATE LIMIT APPLIES PER:	BAP8196268-04	3/1/2006	3/1/2007	PRODUCTS - COMP/OP AGG	\$ 2,000,000
		<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC					
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		HIRED AUTOS					
		NON-OWNED AUTOS				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
		GARAGE LIABILITY				EACH OCCURRENCE	\$
		<input type="checkbox"/> ANY AUTO				AGGREGATE	\$
							\$
		EXCESS/UMBRELLA LIABILITY					\$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE					\$
B		DEDUCTIBLE	WC819626704	3/1/2006	3/1/2007		\$
		RETENTION \$				<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				E.L. EACH ACCIDENT	\$ 1,000,000
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A		OTHER	AEA114091454	4/1/2006	4/1/2007	Limit	\$5,000,000
		Professional Liability				Deductible	\$750,000
A		Professional Liability	AEA114091454	4/1/2006	4/1/2007		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

RE: Program Management Services for the Palm Beach County Jail Expansion Program.  
Palm Beach County Board of Commissioners, a political subdivision of the State of Florida, its officers, employees, and agents, are included as additional insureds with regard to General Liability and Auto Liability, but only to the extent of the insured's negligence.

CERTIFICATE HOLDER	CANCELLATION
Palm Beach County Facilities Development and Operations Dept. Capital Improvements Division 3200 Belvedere Road, Building 1169 West Palm Beach, FL 33406-	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.
	AUTHORIZED REPRESENTATIVE 

**IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.