

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: January 9, 2007

☒ Consent

☐ Regular

☐ Workshop

☐ Public Hearing

Department: Facilities Development and Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: A contract with Hellmuth, Obata + Kassabaum, Inc. (HOK) for architectural services associated with the Jail Expansion Program in the amount of \$549,027.

Summary: This contract will provide for the necessary architectural and engineering services for the Jail Expansion projects. The first phase of HOK's services consists of program planning, site master planning, site surveying, and traffic engineering services for the West County project and site master planning for the Stockade facility. Subsequent Consultant Service Authorizations will address design and construction administration services. A portion of the work has been completed prior to Board consideration of this item. The SBE goal for this project is 15%. This initial authorization includes 11%. This goal will be met once the overall project services are authorized. (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 an architectural firm will begin the design process of the project.

Attachments:

1. Budget Availability Statement
2. Contract

**Agenda item is more than 50 pages;
may be viewed in Administration.**

Recommended by:

Department Director

Date

Approved by:

County Administrator

Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	<u>\$59,027</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Operating Costs	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
External Revenues	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Program Income (County)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
In-Kind Match (County)					
NET FISCAL IMPACT	<u>\$59,027</u>				
# ADDITIONAL FTE					
POSITIONS (Cumulative)					

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_____

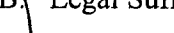
III. REVIEW COMMENTS:

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

OFMB 12-27-06

4/22/06 Don J. Joolet 12129/06
Contract Administrator

B. Legal Sufficiency:

 1/2/07

Assistant County Attorney

This Contract complies with our contract review requirements.

C. Other Department Review:

Department Director

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

**FACILITIES DEVELOPMENT & OPERATIONS
BUDGET AVAILABILITY STATEMENT**

REQUEST DATE: 11/28/06

REQUESTED BY: Mike McPherson

PHONE: 233-0278

FAX: 233-0270

PROJECT TITLE: Jail Expansion Program

PROJECT NO.: 04202

ORIGINAL CONTRACT AMOUNT:

BCC RESOLUTION#:

DATE:

REQUESTED AMOUNT: \$549,027

CSA or CHANGE ORDER NUMBER:

CONSULTANT/CONTRACTOR: STH Architectural Group/Hellmuth, Obata & Kassabaum

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

Contract for architectural and engineering services for the Jail Expansion Program.

CONSTRUCTION

PROFESSIONAL SERVICES

STAFF COSTS** (DESIGN / CONST. PHASE)

MISC. (permits, prints, advertising, etc)

TOTAL

\$549,027

\$ 50,000

\$599,027

*** 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:

6002

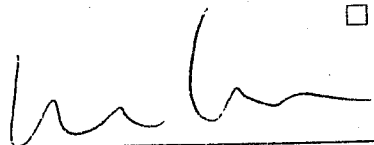
FUNDING SOURCE (CHECK ALL THAT APPLY):

☒ AD VALOREM

☐ OTHER

☐ FEDERAL/DAVIS BACON

BAS APPROVED BY: _____



DATE: _____

11-28-06

ENCUMBRANCE NUMBER: _____

ATTACHMENT # 1

CONTRACT FOR ARCHITECTURAL/PROFESSIONAL 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, Hellmuth, Obata & Kassabaum, Inc., a corporation authorized to do business in the State of Florida, hereinafter referred to as the ARCHITECT, whose Federal I.D. number is 43-1723985.

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

DEFINITIONS:

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

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

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

SECTION I - BASIC SERVICES OF ARCHITECT

1.1 General

1.1.1 ARCHITECT shall provide for COUNTY Professional Architectural services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as COUNTY'S professional Architectural representative for the

project(s), providing professional Architectural consultation and advice and furnishing customary civil, structural, mechanical and electrical engineering services, surveying, environmental and biological services and customary architectural and landscape services incidental thereto.

1.1.2 The Scope of Work and associated fee for this Contract are identified in Exhibit A.

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

1.2 Schematic Design Phase

After written authorization to proceed:

1.2.1 The ARCHITECT shall review the program furnished by the COUNTY to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the COUNTY.

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

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

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

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

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

1.2.7 The ARCHITECT shall be responsible for securing all permits and approvals required to construct the work described in this contract. Prior to completion of the schematic design phase, the ARCHITECT shall provide the COUNTY with a list of all permits and approvals which are required and the date by which the ARCHITECT must submit applications for each in order to meet project schedule requirements. The ARCHITECT shall 1) have the COUNTY present at all meetings with representatives of regulatory agencies; 2) have the COUNTY'S signature on all applications, and 3) not

represent itself as an "agent" of the COUNTY. The COUNTY will pay directly all associated fees within fifteen (15) days of notification of same by the ARCHITECT.

1.3 Design Development Phase.

After written authorization to proceed, ARCHITECT shall:

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

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

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

1.4 Construction Document Phase

After written authorization to proceed:

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

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

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

1.4.4 The ARCHITECT shall provide the COUNTY with a status report on all approvals and permits required (see 1.2.7) to construct the project which includes

confirmation that all comments from the regulatory agencies have been incorporated into the bid documents prepared by the ARCHITECT. No construction contract will be advertised until such status report has been received. The Director of Capital Improvements may issue a written waiver to proceed with the bid without comments of a regulatory agency at the request of the ARCHITECT. This waiver will be granted only in cases where the regulatory agency refuses to review the plans/specs at this phase of the process, when the comments are determined to not affect the competitiveness or price of the bid, or when there is an overriding schedule consideration.

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

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

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

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

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

1.5 Bidding or Negotiating Phase

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

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

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

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

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

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

1.6 Construction Administration Phase

After written authorization to proceed:

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

1.6.2 Visits to Site and Observation of Construction.

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

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

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

1.6.3 Defective Work. On the basis of ARCHITECT'S observations, ARCHITECT shall disapprove of or reject Contractor(s) work while it is in progress if ARCHITECT believes that such work will not produce a completed Project that conforms to the Contract

Documents, or that it will prejudice the design concept of the project as reflected in the Contract Documents.

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

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

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

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

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

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

1.6.9.1 ARCHITECT shall determine the amounts owing to Contractor(s) and recommend, in writing, payments to Contractor(s) in such amounts. Such recommendations of payment will constitute a representation to COUNTY, based on ARCHITECT'S observations and review, that the work has progressed to the point indicated, and that, in accordance with the standard of care referenced herein, the work is in compliance with the Contract Documents. This recommendation will be subject to an evaluation of such work as a

functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation. In the case of unit price work, ARCHITECT'S recommendations of payment will include final determinations of quantities and classifications of Contractor's work (subject to any subsequent adjustments allowed by the Contract Documents).

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

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

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

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

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

1.7 Operational Phase

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

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

1.7.2 In company with COUNTY, visit the Project to observe and point out any apparent defects in the completed construction, assist COUNTY in consultations and discussions

with Contractor(s) concerning correction of such deficiencies, and make recommendations as to replacement or correction of defective work, including assisting the COUNTY during warranty of the project(s).

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

SECTION 2 - ADDITIONAL SERVICES OF ARCHITECT

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

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

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

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

2.3 Services Requiring Authorization in Advance

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

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

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

2.3.3 Providing renderings or models for COUNTY's use.

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

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

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

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

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

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

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

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

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

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

SECTION 3 - COUNTY'S RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

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

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

SECTION 4 - PERIODS OF SERVICE

4.1 The period of service shall commence upon execution of this Agreement and continue until completion of all phases unless otherwise terminated as provided herein.

4.2 After acceptance by COUNTY of the Schematic Design Phase documents indicating any specific modifications or changes in the general scope, extent or character of the Project desired by COUNTY and upon written authorization from COUNTY, ARCHITECT shall proceed with the performance of the services called for in the Design Development, and shall submit Design Development documents and a revised opinion of probable Total Project Costs within the stipulated period indicated in the project schedule.

4.3 After acceptance, for payment purposes, by COUNTY of the Design Development Phase documents and revised opinion of probable Total Project Costs, indicating any specific modifications or changes in the general scope, extent or character of the Project desired by COUNTY, and upon written authorization from COUNTY, ARCHITECT shall proceed with the performance of the services called for in the Construction Document Phase. ARCHITECT shall deliver Contract Documents and a revised opinion of probable Total Project Costs for all work of Contractor(s) on the Project within the stipulated period indicated in the Project Schedule.

4.4 ARCHITECT'S services under the Schematic Design Phase, Design Development Phase and Construction Document Phase shall each be considered complete at the earlier of (1) the date when the submissions for that phase have been accepted for payment by COUNTY or (2) forty-five days after the date when such submissions are delivered to COUNTY for final payment. In each case such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction to approve the design of the Project or to make any changes requested by the COUNTY shall be allowed.

4.5 After acceptance by COUNTY of the ARCHITECT's Drawings, Specifications and other Construction Documents including the most recent opinion of probable Total Project Costs and upon written authorization to proceed, ARCHITECT shall proceed with performance of the services called for in the Bidding or Negotiating Phase. This Phase shall terminate and the services to be rendered thereunder shall be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective Contractors.

4.6 The Construction Administration Phase will commence with the execution of the first prime contract to be executed for the work of the Project or any part thereof, and will terminate upon written recommendation by ARCHITECT of final payment on the last prime contract to be completed. Construction Administration Phase services may be rendered at different times in respect of separate prime contracts if the Project involves more than one prime contract.

4.7 The Operational Phase will commence during the Construction Administration Phase and will terminate upon expiration of warranties of the last prime contract for construction, materials and equipment on which substantial completion is achieved.

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

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

4.10 In the event that the work designed or specified by ARCHITECT is to be furnished or performed under more than one prime contract, or if ARCHITECT'S services are to be separately sequenced with the work of one or more prime contractors (such as in the case of fast-tracking), COUNTY and ARCHITECT shall, prior to commencement of the Construction Document Phase, develop a schedule for performance of ARCHITECT'S services during the Construction Document, Bidding or Negotiating and Construction Administration Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate contracts. This schedule is to be prepared whether or not the work under such contracts is to proceed concurrently and the provisions of paragraphs 4.4 through 4.7 inclusive, will be modified accordingly.

SECTION 5 - PAYMENTS TO ARCHITECT

5.1 The total amount to be paid by the COUNTY under this Contract shall be set forth in Exhibit A. The ARCHITECT 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 ARCHITECT and COUNTY shall agree on a Schedule of Values incorporating scope of work references, deliverables, and milestones. A Pay Application with percent complete of each activity shall be included with each billing. A schedule update of consultant's work shall be included with each billing.

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

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

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

5.5.1 The COUNTY agrees to pay the ARCHITECT compensation for services rendered based upon the established actual hourly raw labor rates for services rendered by personnel directly engaged on COUNTY projects, multiplied by an overall overhead and profit factor. The labor rates, overhead and profit factors are subject to audit.

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

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

SECTION 6 - CONSTRUCTION COST AND OPINIONS OF COST

6.1 Construction Cost

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

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

6.2 Opinions of Cost

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

SECTION 7 - GENERAL CONSIDERATION

7.1 Standard of Care

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

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

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

The ARCHITECT shall not be responsible for the means, methods, techniques, sequences and operations of construction or safety precautions and programs except as

provided in this Contract Document.

7.2 Termination

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

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

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

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

7.3 Truth-in-Negotiation Certificate

Signature of this Contract by the ARCHITECT shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the ARCHITECT'S most favored customer for the same or substantially similar service.

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

7.4 Personnel

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

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

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

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

7.4.2 ARCHITECT'S Representative

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

7.5 SBE Participation

The Palm Beach County Board of County Commissioners has established a minimum goal for SBE participation of 15% on all County solicitations.

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

The consultant incorporates Schedule 1 (participation of SBE-M/WBE Contractors) and Schedule 2 (Letter of Intent) attached hereto and made a part hereof, the names addresses, scope of work, dollar value of the SBE-M/WBE participation on Schedule 1 and the Letter of Intent, Schedule 2, signed by each of the listed SBE-M/WBE sub-consultants on Schedule 1 agreeing to perform the contract at the listed dollar value.

The consultant understands that each SBE firm utilized on this contract must be certified by Palm Beach County in order to be counted toward the SBE participation goal.

The consultant understands that it is the responsibility of the department letting the contract and OSBA to monitor compliance with the SBE Ordinance requirements. In that regard, the consultant agrees to furnish progress payment reports to both parties on the progress of the SBE-M/WBE participation on each pay application submitted.

The consultant further agrees to provide OSBA with a copy of their contract with the SBE sub-consultant or any other related documentation upon request.

After contract award, the consultant will only be permitted to replace a certified SBE subcontractor who is unwilling or unable to perform. Such substitution must be done with other certified SBEs in order to maintain the proposed SBE percentages submitted with the bid. Requests for substitutions must be submitted to the department issuing the request for proposal and the OSBA.

The consultant understands that s/he is prohibited from making any agreements with the SBE in which the SBE promises not to provide subconsultant quotations to other bidders or potential bidders.

The consultant agrees to maintain all relevant records and information necessary to document compliance with this Ordinance and will allow the County to inspect such records.

7.6 Non-Discrimination

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

7.7 Independent Contractor Relationship

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

suppliers, perform the work, and in all respects the ARCHITECT'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

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

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

7.8 Contingent Fees

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

7.9 Authority to Practice

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

7.10 Federal and State Tax

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the ARCHITECT. The ARCHITECT shall **not** be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY. The ARCHITECT is **not** authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

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

7.11 Availability of Funds

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

7.12 Insurance

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

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

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

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

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

7.12.6 **Additional Insured** ARCHITECT shall endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization

endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." ARCHITECT shall provide the Additional Insured endorsements coverage on a primary basis.

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

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

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

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

7.13 Disclosure and Ownership of Documents

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

for the COUNTY under this Contract.

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

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

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

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

7.14 Remedies

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

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

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

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

7.15 Conflict of Interest

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

The ARCHITECT shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the ARCHITECT'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the ARCHITECT may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the ARCHITECT. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the ARCHITECT, the COUNTY shall so state in the notification and the ARCHITECT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the ARCHITECT under the terms of this Contract.

7.16 Excusable Delays

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

Upon the ARCHITECT'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if in the opinion of the County the ARCHITECT'S

failure to perform was without it or its subcontractors fault or negligence, the Contract shall be revised accordingly; subject to the COUNTY'S rights to change, terminate, or stop any or all of the work at any time.

7.17 Arrears

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

7.18 Modifications of Work

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

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

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

7.19 Notice

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

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

with copy to:

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

and if sent to the ARCHITECT shall be mailed to:

J. Foard Meriwether
HOK
One Tampa City Center, Suite 1800
Tampa, FL 33602

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

7.21 Entirety of Contractual Agreement

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

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

- | | | |
|-----------|---|---------------------------------|
| Exhibit A | - | Scope of Work and Fee |
| Exhibit B | - | Project Schedule |
| Exhibit C | - | SBE - Schedule 1 and Schedule 2 |
| Exhibit D | - | Insurance Certificates |

7.22 Successors and Assigns

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

7.23 Public Entity Crimes

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

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

ATTEST:
SHARON R. BOCK, Clerk & Comptroller


PALM BEACH COUNTY BOARD OF
COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Addie L. Greene, Chairperson

APPROVED AS TO TERMS AND
CONDITIONS

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By:  _____
Director – FD&O

By: _____
County Attorney

WITNESS (HOK):

ARCHITECT - HELLMUTH, OBATA &
KASSABAUM, INC.

 _____
Signature

 _____
Signature

RANDY CHUBB

Name (type or print)

J. Foard Meriwether

Name (type or print)

Senior Vice President

Title

ATTACH SBE SCHEDULES 1 & 2



ARCHITECTURAL
GROUP, INC.

Exhibit "A" Scope & Fee

EXHIBIT "A"

PALM BEACH COUNTY JAIL EXPANSION PROGRAM 2

Proposed Early Authorization Scope of Services

November 13, 2006 with *REVISIONS IN ITALICS DATED NOVEMBER 27, 2006*

STH/HOK will provide the following services during the Early Authorization Work. These services will be provided in a coordinated manner with the Program services provided under separate contract by Pulitzer/Bogard & Associates and along with team administration and consultant coordination activities. During this phase, Program Management services will be provided under separate contract by Heery International, Inc. who will provide overall project scheduling, budget development and coordination.

BELLE GLADE (West County) Facility

A. PROGRAM STRATEGIC PLANNING

The first primary activity to be undertaken by the project team will be to develop an overall strategic plan for the project. The strategic project plan identifies all of the key players, and identifies a planning structure. The Project Team will assist the Program manager to develop a preliminary project schedule for all major tasks.

Based on the strategic project plan the Architect will work with the County, the County's Programming Consultant and County's Program Manager towards developing the programmatic requirements for the project. Once the team has compiled data they will update the scope of work developed by the County/Programming Consultant for all the proposed functions to be included in each project of the Palm Beach County Jail Expansion Program.

The pre-design planning document will incorporate the preliminary program information compiled. The Planning Document is intended to confirm each project's programmatic requirements prior to proceeding into schematic design.

Concurrently with the development of program documentation, the project team will begin determining existing conditions and becoming familiar with each project site. During the process priority levels will be established for work based on the budget and other project constraints.

The following is an outline of the anticipated Pre-Design Planning Document:

1. Acknowledgements
2. Executive Summary
 - Project Summary
 - Planning Approach
 - Organization of Document
 - Project Schedule
 - Adjacency Diagrams

PALM BEACH COUNTY JAIL EXPANSION PROGRAM 2

Proposed Early Authorization Scope of Services

Page 2 of 8

3. Conceptual Design
 - Concept Design Summary
 - Master Plan Analysis
 - Conceptual Design Sketches
 - Design Objectives
 - Architectural Character
 - Scope of Work Description

4. Master Plan

- Narrative:

A written description of the property and site characteristics including:

A general overall description of the property including a summary of information located on existing and required new site surveys. A description of all site features including structures, pedestrian and vehicular circulation systems, landscape, land use, immediate surroundings, natural and climatic characteristics, topography, utilities, and other existing elements.

A detailed summary description of the final Master Plan scheme and its influences and characteristics in solving the problems of the site development plan is part of this phase of service. Items included in the Master Planning effort include:

- Site Analysis Plans:

Drawings of the existing site illustrating and graphically representing the existing conditions and site influences. These influences are natural and man-made. Graphic representations of all site features including survey information, structures, pedestrian and vehicular circulation systems, landscape, land use, immediate surroundings, natural and climatic characteristics, topography, utilities, and other existing elements. Drawings are to a scale appropriate to illustrate all influences. Drawings to include overall plans to properly depict site relationships between different buildings and circulation factors involved in accessing the buildings.

PALM BEACH COUNTY JAIL EXPANSION PROGRAM 2

Proposed Early Authorization Scope of Services

Page 3 of 8

- **Site Accommodation Plans:**

Drawings illustrate the influences and the potential effect of the project program on the existing site plan and taking into account the elements of the Site Analysis Plans. A variety of development schemes are illustrated and studied for their potential solution to the site problem. Drawings are to a scale appropriate to communicate the level of detail of each scheme.

STH/HOK will develop a Site Master Plan for the Belle Glade site that illustrates the potential for jail facility expansion and the possible utilization of portions of the site for other County uses. This study investigation will include the Palm Tran Facility, Courts Expansion, Video Visitation, Housing and Support, Emergency Communication Center, Law Enforcement, Energy Plant, Fueling Station, Facilities Management, Drug Farm, Weekender, Impound Lot, and the Eagle Academy. STH/HOK will assist the Program Manager and the County in the preparation of an overall budget for the site development.

PROGRAMMING

The Architect shall examine and analyze available information provided by the Owner, Programming Consultant and Program Manager and shall advise and recommend as to additional information necessary to begin specific design work on the Project.

STH/HOK will participate in all Programming Workshops (including West County Facility, Video Visitation, West County Courts, Weekender Building, Eagle Academy), and review materials prepared by Pulitzer/Bogard & Associates. STH/HOK will develop a series of Relationship Diagrams that illustrate the spatial relationships and adjacencies for each program component. These will be included in the Architectural Program document.

The Data which is collected in the programming workshops will then be systematically analyzed and organized by HOK/STH so that viable space requirements, functional and organizational relationships, and functional architectural and engineering criteria may be established. The following sections describe how the data is analyzed and organized.

Previously developed adjacency diagrams are reviewed at this stage to verify their accuracy and reuse for the Detailed Program.

PALM BEACH COUNTY JAIL EXPANSION PROGRAM 2

Proposed Early Authorization Scope of Services

Page 4 of 8

Presentation

Upon conclusion of the Pre-Design Project Analysis, the Architect shall prepare a report to the County (hereinafter referred to as the Design Narrative) which is the Architect's interpretation of the Jail Expansion Program requirements, design parameters and objectives, and results of the Pre-Design Project Analysis. To the maximum extent possible, the Design Narrative will contain diagrammatic studies and pertinent text relative to: design concept; Program of Requirements; internal functions; human, vehicle and material flow patterns; general space allocations; detailed analysis of operating functions; studies of adjacency and vertical and horizontal affinities.

Schematic Design

Schematic Design will start once the Belle Glade Conceptual Design Workshops and the Belle Glade blocking diagrams are completed. The schematic design work effort included as part of this early work authorization starts at the end of the Belle Glade blocking diagram work effort and ends on March 16, 2007. Please note that the entire schematic design work effort is not to be completed under this early work authorization. Please refer to Heery Internationals Master Schedule for proposed complete duration of schematic design phase.

B. SITE SURVEY

Boundary Traverse

A traverse will be done to establish horizontal control and to tie in the survey to State Plane Coordinates. Brown & Phillips, Inc. will review any title work provided. Brown & Phillips, Inc. will use title information to complete a digital file of the boundary and other relevant data. The boundary survey will include the entire complex, including the Administration, Courthouse, Health Clinic, Jail and Drug Farm.

Boundary Ties and Monumentation

Brown & Phillips, Inc. will search for and tie in existing boundary corners. These will be added to the drawing and will aid in controlling the survey. Brown & Phillips, Inc. will set a monument at all corners of the boundary, where missing, as required by law.

Cross Sections

Brown & Phillips, Inc. will obtain adequate elevations over the site at relevant features. Brown & Phillips, Inc. will obtain elevations on the site on a one hundred (100) foot grid in open areas. Brown & Phillips, Inc. will locate sufficient points to give an accurate representation of the lay of the land. Brown & Phillips, Inc. will obtain elevations on a one hundred (100) foot grid in the wooded areas. This area will require extensive line cutting to allow for cross sections through woods.

PALM BEACH COUNTY JAIL EXPANSION PROGRAM 2

Proposed Early Authorization Scope of Services

Page 5 of 8

Tie In Improvements

A complete topographic survey will be done at the site tying in all above ground features. This will include but not limited to buildings, pavement, walks, utilities, lakes, canals and drainage structures. Brown & Phillips, Inc. will also locate the main courthouse and jail building and the area south. Brown & Phillips, Inc. will locate the four (4) access points to the jail from the main roads. Brown & Phillips, Inc. will perform as-builts on all storm and sanitary structures found, showing pipe sizes, types and inverts.

Bench Run

Brown & Phillips, Inc. will perform a level run to the site based on found Palm Beach County benchmarks. At least two benchmarks will be set on the subject property.

Lake Soundings

Brown & Phillips, Inc. will perform soundings in the lake and also on at least 100' stations along the edges of the lake. There will be sufficient cross sections in the lake to show an accurate representation of the bottom. Brown & Phillips, Inc. will show the edge of water and elevation at the lake, as well as the top of the bank.

Utility Location

Brown & Phillips, Inc. will locate the utilities as marked by a reputable utility location firm as provided by Brown & Phillips. This information will be plotted in digital format and shown on the final map. Each utility will be mapped with distinct linework and symbology to show where they run through the site.

Brown & Phillips, Inc. estimates this portion of service to include three (3) days of service at \$1,800.00 per day, totaling \$5,400.00. If additional utility location work is required, it will be submitted to the county as a separate additional services request.

West County Detention Center Parking Lot

The parking lot around the Courthouse, both west and east will be located. This will include the islands and roadways associated with the parking lot and will include the outline of buildings such as the Administration Building, the Senior Center and the Health Clinic. A complete topographic survey is proposed which includes all above ground features.

PALM BEACH COUNTY JAIL EXPANSION PROGRAM 2
Proposed Early Authorization Scope of Services
Page 6 of 8

C. TRAFFIC ENGINEERING SERVICES

Pinder Troutman Consulting, Inc. (PTC) services will include the required analyses to determine compliance with Article 12, Traffic Performance Standards, of the Palm Beach County Unified Land Development Code (ULDC). The scope of services for (PTC's) work effort is divided into three (3) tasks as detailed in the scope of service description below.

The scope of services in this agreement is limited to a concurrency traffic analysis. No design or safety analyses are included in the scope. Information provided regarding roadway and intersection geometrics is conceptual in nature and subject to final design by others.

**TRAFFIC ENGINEERING SCOPE OF SERVICES-CONCURRENCY TRAFFIC
IMPACT ANALYSIS**

Project Traffic Generation

- Utilize traffic count data collected by County at Stockade site.
- Determine acceptable daily as well as peak hour trip generation rates for the proposed land uses.
- Estimate the number of daily and peak hour trips associated with the proposed land uses.
- Determine the internal and pass-by trips associated with the proposed land uses.
- Calculate the net daily and peak hour trips for the proposed land uses.

Project Traffic Assignment

- Define the appropriate radius of development influence for Test 1 (Link Test) and Test 2 (Model Test).
- Develop a cardinal distribution for the assignment of project trips.
- Assign the net Project generated daily and peak hour trips to the roadways and intersections within the radius of development influence.

Background Traffic Projections

- Research historic traffic data in order to establish recent growth trends.
- Project background traffic volumes coincident with Project buildout.
- Inventory all Major Projects in the study area and areas of future growth. Determine the daily and peak hour trips generated by those developments.
- Assign Major Projects' traffic volumes to the roadway network within the radius of influence.

PALM BEACH COUNTY JAIL EXPANSION PROGRAM 2

Proposed Early Authorization Scope of Services

Page 7 of 8

Capacity Analyses

- Conduct a De Minimis analysis to determine which links are significantly impacted.
- Conduct roadway link analyses (Test 1 and Test 2) for significantly impacted roadway links.
- Conduct intersection analyses at the intersections significantly impacted by the project including two (2) intersections on the directly accessed link.
- Determine what roadway/intersection improvements will be needed to support the development and meet adopted level of service standards.
- If roadway/intersection improvements are prohibitive due to physical, environmental, community standards, and/or economical constraints consult with client.

Optional Analyses i and ii

- Sections of roadways within the project's impact area are currently operating near capacity on a daily and two-way peak hour basis. Therefore, a detailed analysis of peak season peak hour directional link volumes and intersections, which define these links, may be required only if it is determined that the proposed development has an impact on these links. It is estimated that two (2) links will require this analysis.
- If Optional Analyses i and ii do not meet adopted standards, consult with client.

Arterial Analysis

This task includes a detailed arterial analysis for impacted roadway links where capacity is exceeded on based on the generalized service volumes. This task will include AM and PM peak hour intersection capacity analysis for the intersections along the segment and arterial analyses using Highway Capacity Manual procedures. Methodology approval from the County is required prior to undertaking this analysis. The attendant fee is based on the availability of intersection and link traffic data being available from Palm Beach County. It is estimated that SR 80 will require this analysis

Driveway Analysis

- Review access management and driveway requirements of the Florida Department of Transportation (FDOT) for new proposed SR 15 driveway.
- Provide traffic information regarding throat distance requirements, driveway widths and auxiliary lane needs.
- Preparation and attendance of one-two pre-application and one-two variance meeting with FDOT regarding conceptual approval of driveways shown on the site plan.
- Provide traffic analysis to support site access.

PALM BEACH COUNTY JAIL EXPANSION PROGRAM 2

Proposed Early Authorization Scope of Services

Page 8 of 8

STOCKADE FACILITY

A. SITE MASTER PLAN

STH/HOK will develop a Site Master Plan for the Stockade site that illustrates the potential for jail facility expansion and the main video visitation facility. STH/HOK will assist the Program Manager and the County in the preparation of an overall budget for the site development.

B. PROGRAMMING

The Architect shall examine and analyze available information provided by the Owner, Programming Consultant and Program Manager and shall advise and recommend as to additional information necessary to begin specific design work on the Project.

STH/HOK will participate in all Programming Workshops (including the new video visitation building to be located at this site) and review materials prepared by Pulitzer/Bogard & Associates. STH/HOK will develop a series of Relationship Diagrams that illustrate the spatial relationships and adjacencies for each program component. These will be included in the Architectural Program document.

The Data which is collected in the programming workshops will then be systematically analyzed and organized by HOK/STH so that viable space requirements, functional and organizational relationships, and functional architectural and engineering criteria may be established.

Previously developed adjacency diagrams are reviewed at this stage to verify their accuracy and reuse for the Detailed Program.

Palm Beach County Jail Expansion

Fee Summary
Early Work

Consultant	Specialty	Pre Design
HOK / STH Architectural Group	Architectural	460,000
Brown & Phillips	Surveying	49,683
Pinder Troutman	Traffic	10,700
SUB TOTAL		\$520,383
Expenses		28,644
TOTAL		549,027

Palm Beach County Jail Expansion

West County Facility
Fee Summary / Early Work

Consultant	Specialty	Pre Design
HOK / STH Architectural Group	Architectural	\$300,000
Brown & Phillips	Surveying	49,683
Pinder Troutman	Traffic	10,700
SUB TOTAL		\$360,383
Expenses		25,763
TOTAL		386,146

Palm Beach County Jail Expansion

Stockade
Fee Summary / Early Work

Consultant	Specialty	Pre Design
HOK / STH Architectural Group	Architectural	\$160,000
Expenses		2,882
	TOTAL	162,881

Palm Beach County Jail Expansion

West County Facility - Early Work Architectural Staffing / Work Plan

Start 4-Aug-06
Finish 12-Dec-06
Duration (wks) 19 Weeks

Pre-Design

Staff/Position	Rate	%	Hours	Fee
Project Principal	\$225	15%	111	\$25,071
Project Principal	\$225	15%	111	\$25,071
Project Manager	\$150	45%	334	\$50,143
Asst. Project Manager	\$150	45%	334	\$50,143
Project Designer	\$225	30%	223	\$50,143
Justice Planner	\$225	44%	326	\$73,429
Architect Tech	\$85	20%	149	\$12,629
CADD Tech	\$65	15%	111	\$7,243
Admin Assistant	\$55	15%	111	\$6,129

Estimated Hours by Phase 1,812 Hours
Arch Fee by Phase \$300,000

Expenses

Description	Quantity	Amt	Subtotal
OT Travel (TPA)	20 Trips	\$250	\$5,000
OT Travel (Other)	10 Trips	\$500	\$5,000
Local Travel	30 Trips	\$65.00	\$1,950
Other Travel	2500 Miles	\$0.45	\$1,113
Lodging	25 Nights	\$175.00	\$4,375
Printing	300 Sets	\$25.00 ea.	\$7,500
Freight / Shipping	30 Pkgs	\$27.50 ea.	\$825
			\$25,763

Palm Beach County Jail Expansion

Stockade - Early Work Architectural Staffing / Work Plan

Start 1-Dec-06
 Finish 16-Mar-07
 Duration (wks) 15 Weeks

Pre-Design

Staff/Position	Rate	%	Hours	Fee
Project Principal	\$225	10%	60	\$13,500
Project Principal	\$225	10%	60	\$13,500
Project Manager	\$150	30%	180	\$27,000
Asst. Project Manager	\$150	30%	180	\$27,000
Project Designer	\$225	20%	120	\$27,000
Justice Planner	\$225	28%	171	\$38,425
Architect Tech	\$85	13%	75	\$6,375
CADD Tech	\$65	10%	60	\$3,900
Admin Assistant	\$55	10%	60	\$3,300

Estimated Hours by Phase 966 Hours
 Arch Fee by Phase \$160,000
 Arch Fee

Expenses

Description	Quantity	Amt	Subtotal
OT Travel (TPA)	4 Trips	\$250	\$1,000
Local Travel	4 Trips	\$65.00	\$260
Other Travel	200 Miles	\$0.45	\$89
Lodging	4 Nights	\$175.00	\$700
Printing	30 Sets	\$25.00 ea.	\$750
Freight / Shipping	3 Pkgs	\$27.50 ea.	\$83
			\$2,882

Palm Beach County Jail Expansion Program 2 Early Work Reproductions and Printing Summary

[illegible]



BROWN & PHILLIPS, Inc.
PROFESSIONAL SURVEYING SERVICES

November 21, 2006

Mr. Fernando DelDago
STH Architectural Group, Inc.
515 N. Flagler Drive, Suite 1400
West Palm Beach, FL 33401

Re: Palm Beach County Jail Expansion Project – W. County Detention Center

Dear Mr. DelDago:

Thank you for the opportunity to provide you with the following services for the subject site. This proposal is based on documentation and information provided by your office. The scope of services is as follows:

SCOPE OF SERVICES

I. BOUNDARY TRAVERSE

A traverse will be done to establish horizontal control and to tie in the survey to State Plane Coordinates. We will review any title work provided. We will use title information to compile a digital file of the boundary (as shown on Attachment 'C') and other relevant data. The boundary survey will include the entire complex, including the Administration, Courthouse, Health Clinic, Jail and Drug Farm.

II. BOUNDARY TIES AND MONUMENTATION

We will search for and tie in existing boundary corners. These will be added to the drawing and will aid in controlling the survey. We will set a monument at all corners of the boundary, where missing, as required by law.

III. CROSS SECTIONS

We will obtain adequate elevations over the site at relevant features. We will obtain elevations on the site on a one hundred (100) foot grid in open areas. We will locate sufficient points to give an accurate representation of the lay of the land. We will obtain elevations on a one hundred (100) foot grid in the wooded areas. This area will require extensive line cutting to allow for cross sections through woods.

IV. TIE IN IMPROVEMENTS

A complete topographic survey will be done at the site (shown on Attachment 'C', the area inside the red line) tying in all above ground features. This will include but not be limited to buildings, pavement, walks, utilities, lakes, canals and drainage structures. We will also locate the main courthouse and jail building and the area south (indicated on Attachment 'C' in red). We will locate the four (4) access points to the jail from the main roads. We will perform asbuilts on all storm and sanitary structures found, showing pipe sizes, types and inverts.

V. BENCH RUN

We will perform a level run to the site based on found Palm Beach County benchmarks. At least two benchmarks will be set on the subject property.

VI. LAKE SOUNDINGS

We will perform soundings in the lake and also on at least 100' stations along the edges of the lake. There will be sufficient cross sections in the lake to show an accurate representation of the bottom. We will show the edge of water and elevation at the lake, as well as the top of bank.

DelDago
November 21, 2006
Page 2

VII. UTILITY LOCATION

We will locate the utilities as marked by a reputable utility location firm. This information will be plotted in digital format and shown on the final map. Each utility will be mapped with distinct linework and symbology to show where they run through the site.

VIII. PARKING LOT LOCATION

The parking lot around the Courthouse, both west and east will be located. This will include the islands and roadways associated with the parking lot and will include the outline of buildings such as the Administration Building, the Senior Center and the Health Clinic. A complete topographic survey is proposed which includes all above ground features. See Attachment 'D', (the highlighted area).

We estimate this portion of services to include fifty (50) hours of field crew time, ten (10) Cadd Tech hours, six (6) Survey Tech hours and two (2) Professional Land Surveyor hours for a total of \$6,529.20.

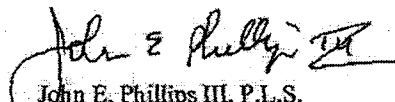
IX. CLOSURE

The proposal for two sites has been excluded from this proposal. The sites are the Eagle Academy and the site for the two video visitation buildings. These were not included because the location, size and other details are unknown, at this time.

A drawing will be produced which will show all the features located. We propose to provide STH Architectural Group with (6) hard copies and an AutoCAD file in the version requested. Any additional work will be done on an hourly basis as approved by you. The proposed cost for this project is \$44,533.13 (\$38,003.93 per Attachment 'A' + \$6,529.20 for Parking Lot) + an estimated \$5,400.00 for Utility Contractor. \$250.00 has been estimated as expenses and has been included in above. Please do not hesitate to call me with any questions you might have regarding this proposal. We look forward to working with you on this project.

Sincerely,

Brown & Phillips, Inc.


John E. Phillips III, P.L.S.
Principal

Attachments

JEP/kk

Accepted This _____ Day Of _____, 2006.

STH Architectural Group

By: _____

Print Name: _____

ATTACHMENT 'A'

West County Detention Center
(Belle Glade Site)

Brown & Phillips, Inc. Project No:

Description:

Size:

Date of Proposal: November 21, 2006

TASK	3 MAN FIELD	CADD TECH	SURVEY TECH	PLS	COMMENTS
Boundary Traverse	30	10	24	10	Traverse around boundary. Analyze title docs Set up boundary
Section/Boundary Ties	10		2	2	Find and locate existing monumentation
Cross Sections	34	6	7.5	1	100' cross sections & spot shots in open areas
Tie In Improvements	80	35	20	4	All above ground features
Boundary Monumentation	11		4	1	Set property corners 22 corners +/-
Bench Run	26		3		Establish onsite benchmarks
Wooded Area @ SE Corner	30		5	2	Line cutting. Sections at 100'
Lake Soundings	10	2	3	1	Soundings through lake
Utility Location	30	6	3	2	Locate all marks as staked by others
Total Hours	261	59	71.5	23	
Rate/Hour	\$108.00	\$59.25	\$59.25	\$90.60	
Sub-total	\$28,188.00	\$3,495.75	\$4,236.38	\$2,083.80	
Total Price	\$38,003.93				

Utility Contractor – ESTMATED: 3 days @ \$1,800.00/day = \$ 5,400.00



Transportation Consultants

5114 Okeechobee Boulevard, Suite 210
West Palm Beach, FL 33417-3405
(561) 296-9698 Fax 296-9699
ptc@pindertroutman.com

PROPOSAL FOR TRAFFIC ENGINEERING SERVICES FOR PALM BEACH COUNTY JAIL EXPANSION - #PTC06-069

Pinder Troutman Consulting, Inc. (PTC) is pleased to submit our proposal to undertake the transportation planning and traffic engineering services related to this project. It is proposed to expand several jail facilities. In general, our services will include the required analyses to determine compliance with Article 12, Traffic Performance Standards, of the Palm Beach County Unified Land Development Code (ULDC). The scope of services for our work effort is divided into three (3) tasks as detailed on the attached Exhibit A.

The scope of services in this agreement is limited to a concurrency traffic analysis. No design or safety analyses are included in the scope. Information provided regarding roadway and intersection geometrics is conceptual in nature and subject to final design by others.

The stipulated lump sum fees for Tasks 1 and 2 are detailed below. The tasks and supporting fees in this agreement are all interrelated. Approval of individual tasks may require adjustments of the relevant fees. This proposal must be accepted within thirty (30) days of its date. If not accepted within that time period, PTC reserves the right to re-evaluate the terms and conditions contained herein.

Project Fees:

	<u>Lump Sum Fee</u>	<u>Hourly Budget</u>
Task 1 West County Detention Center	\$10,700.00	
Task 2 Stockade Site	\$15,000.00	
Task 3 Project Representation/Additional Services		\$1,500.00

~~Task 3 and any necessary additional tasks will be provided, only if required and directed by the client or agent of client, on an hourly basis at the hourly fee rates in effect at the time. A budget has been established for Task 3 and will not be exceeded without notification. The above fees are based on analyses for a single buildout phase.~~

~~Reimbursable direct expenses will be incurred as necessary for the successful completion of all tasks. Expenses may include delivery, printing, long distance telephone, facsimile transmissions, automobile usage and the like. Reimbursable direct expenses will be billed at actual costs plus 10% administration. Any traffic counting, will be invoiced at \$450.00 each for a 1 person four hour manual turning movement count, \$750.00 for a 2 person four hour manual turning movement count and \$400.00 per machine per day for twenty four hour automatic machine counts. A budget of \$1,500.00 has been established and will not be exceeded without notification.~~

→ **TASK
2 & 3
Not
INCLUDE
IN EARLY
WORK
PROPOSE
FD.**



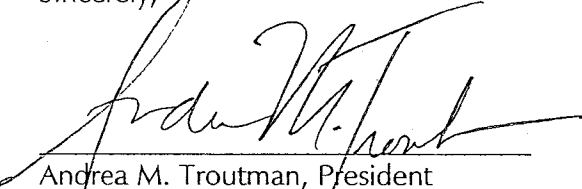
**PROPOSAL FOR TRAFFIC ENGINEERING SERVICES
FOR PALM BEACH COUNTY JAIL EXPANSION - #PTC06-069**

Delivery of any documents produced under this agreement will not be required until all balances, due as of the date of delivery, are received.

Please sign below if you concur with the contents of this agreement.

Sincerely,

Accepted by:


Andrea M. Troutman, President
Pinder Troutman Consulting, Inc.

Print Name:

Date: 10/20/06

Date: _____

If the above signee is not the fee owner of the project property, please provide the name and address of the fee owner.
Execution of this agreement is acknowledgement that you have the fee owner's authority for these services.

Name/Address of Fee Owner (If Required)

EXHIBIT A

SCOPE OF SERVICES (Page 1 of 4)

PALM BEACH COUNTY JAIL EXPANSION - #PTC06-069

TASK 1 – WEST COUNTY DETENTION CENTER

CONCURRENCY TRAFFIC IMPACT ANALYSIS

Project Traffic Generation

- Utilize traffic count data collected by County at Stockade site.
- Determine acceptable daily as well as peak hour trip generation rates for the proposed land uses.
- Estimate the number of daily and peak hour trips associated with the proposed land uses.
- Determine the internal and pass-by trips associated with the proposed land uses.
- Calculate the net daily and peak hour trips for the proposed land uses.

Project Traffic Assignment

- Define the appropriate radius of development influence for Test 1 (Link Test) and Test 2 (Model Test).
- Develop a cardinal distribution for the assignment of project trips.
- Assign the net Project generated daily and peak hour trips to the roadways and intersections within the radius of development influence.

Background Traffic Projections

- Research historic traffic data in order to establish recent growth trends.
- Project background traffic volumes coincident with Project buildout.
- Inventory all Major Projects in the study area and areas of future growth. Determine the daily and peak hour trips generated by those developments.
- Assign Major Projects' traffic volumes to the roadway network within the radius of influence.

Capacity Analyses

- Conduct a De Minimus analysis to determine which links are significantly impacted.
- Conduct roadway link analyses (Test 1 and Test 2) for significantly impacted roadway links.
- Conduct intersection analyses at the intersections significantly impacted by the project including two (2) intersections on the directly accessed link.
- Determine what roadway/intersection improvements will be needed to support the development and meet adopted level of service standards.
- If roadway/intersection improvements are prohibitive due to physical, environmental, community standards, and/or economical constraints consult with client.

EXHIBIT A

SCOPE OF SERVICES (Page 2 of 4)

PALM BEACH COUNTY JAIL EXPANSION - #PTC06-069

Optional Analyses i and ii

- Sections of roadways within the project's impact area are currently operating near capacity on a daily and two-way peak hour basis. Therefore, a detailed analysis of peak season peak hour directional link volumes and intersections, which define these links, may be required only if it is determined that the proposed development has an impact on these links. It is estimated that two (2) links will require this analysis.
- If Optional Analyses i and ii do not meet adopted standards, consult with client.

Arterial Analysis

This task includes a detailed arterial analysis for impacted roadway links where capacity is exceeded on based on the generalized service volumes. This task will include AM and PM peak hour intersection capacity analysis for the intersections along the segment and arterial analyses using Highway Capacity Manual procedures. Methodology approval from the County is required prior to undertaking this analysis. The attendant fee is based on the availability of intersection and link traffic data being available from Palm Beach County. It is estimated that SR 80 will require this analysis

Driveway Analysis

- Review access management and driveway requirements of the Florida Department of Transportation (FDOT) for new proposed SR 15 driveway.
- Provide traffic information regarding throat distance requirements, driveway widths and auxiliary lane needs.
- Preparation and attendance ~~at a maximum~~ of one (1) pre-application and one (1) variance meeting with FDOT regarding conceptual approval of driveways shown on the site plan.
- Provide traffic analysis to support site access.



ARCHITECTURAL
GROUP, INC.

Exhibit "B" Schedule

Palm Beach County Jail Expansion

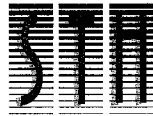
Early Work Authorization Schedule

11.21.06

TASK	Start Date	End Date		2006						2007		
				Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar
Project Kick-off	7/20/06	7/20/06	0w	■								
Belle Glade Programming / Adjacency Diagrams	7/20/06	12/15/06	21w	▶──▶								
Traffic Analysis / Engineering	8/4/06	3/16/07	32w	▶──▶								
Belle Glade Master Planning	8/15/06	9/22/06	6w		▶────────▶							
Master Planning of Stockade Project Site	11/15/06	12/6/06	3w					▶────────▶				
Survey Work	11/15/06	1/10/07	8w					▶────────▶				
Belle Glade Conceptual Design Workshops	11/16/06	11/17/06	0w					✕				
Belle Glade Blocking Diagrams	11/20/06	12/22/06	5w					▶────────▶				
Belle Glade Schematic Design*	1/1/07	3/22/07	12w							▶────────▶		
Stockade Program Verification / Adjacency Diagrams	1/1/07	3/1/07	9w							▶────────▶		
Stockade Blocking Diagrams	2/21/07	3/16/07	3w								▶────────▶	

* The entire schematic design phase is not to be completed under this early work authorization.

** The exact start date and duration of programming for the stockade project (which is to be completed by Curtis Pulitzer & Associates) has not been defined by Heery or Curtis Pulitzer. The above start date and duration is an educated assumption and will need to be readdressed once Curtis Pulitzer furnishes dates.



ARCHITECTURAL
GROUP, INC.

Exhibit "C"

SBE Schedule 1 & 2's

SCHEDULE 1

LIST OF PROPOSED SBE-M/WBE SUBCONSULTANTS

PROJECT NAME: Palm Beach County Jail Expansion PROJECT NO. 04-202

NAME OF PRIME CONSULTANT: Hellmuth, Obata & Kassabaum, Inc.

DESCRIPTION OF WORK Early Authorization Work

PLEASE IDENTIFY ALL APPLICABLE CATEGORIES OF SUBCONSULTANTS

		(Check one or both Categories)		Subcontract Amount			
Name, Address and Phone Number	Minority Business	Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specify)
1. Brown & Phillips, Inc.	X	X	\$ <u>49,683.00</u>	\$	\$	\$	\$
2. Pinder Troutman Consulting	X	X	\$	\$	\$ <u>10,700.00</u>	\$	\$
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	\$ <u>49,683.00</u>	\$	\$ <u>10,700.00</u>	\$	\$

Total Price \$ 549,027.00 Participation \$ 60,383.00 Total 11 %

- 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.

SCHEDULE # 2

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

PROJECT NO. 04202 PROJECT NAME: Jail Expansion
TO: STH Architectural Group, Inc.
(Name of Prime Consultant)

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

Small Business Enterprise ☒ Minority Business Enterprise ☒
Black ☐ Hispanic ☐ Women ☒ Caucasian ☐ Other (Please Specify) _____
Date of Palm Beach County Certification: March 8, 2006

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):

Traffic Engineering

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

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

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

PINDER TROUTMAN CONSULTING, INC.
(Print name of SBE-M/WBE Subconsultants)

By: Andrea M. Troutman
(Signature)

ANDREA M. TROUTMAN, PRES.
(Print name/title of person executing on behalf of SBE-M/WBE Subconsultant)

Date: 4/27/06
C



**LETTER OF INTENT TO PERFORM AS AN
SBE, M/WBE AND/OR SUB-CONSULTANT**

TO: STH Architectural Group
(NAME OF PRIME CONSULTANT)
515 N. Flagler Drive Suite 1400 WPB, FL 33401
(ADDRESS)

CONTACT PERSON & TITLE:

FROM: Brown & Phillips, Inc.
SUB-CONSULTANT
901 Northpoint Parkway, Ste. 305 WPB, FL 33407
(ADDRESS)
561-615-3988 561-615-3986
(TELEPHONE No.) (FAX No.)

CONTACT PERSON: Anthony Brown
TITLE: CEO EMAIL: tony@brown-phillips.com

The undersigned intend to perform work in connection with the above project as (check one):
an individual ☒ a corporation ☐ a partnership ☐ a joint venture

B. PALM BEACH COUNTY CERTIFIED SBE OR M/WBE *: ☒ YES ☐ NO If YES, Check all that apply:
* MBE: ☒ BL ☐ H ☐ WBE ☐ O(Other)
* SBE: ☒ BL ☐ H ☐ WBE ☐ O(Other) ☐ White Male

* ATTACH APPLICABLE COPY OF NOTICE OF PALM BEACH COUNTY SBE OR M/WBE CERTIFICATION

The undersigned is prepared to perform the following described work in connection with the project (specify in detail, particular work items or parts thereof to be performed by the sub-consultant) or Prime if SBE or M/WBE:

1. Activity Provided: Land Surveying

2. ** SUB-CONSULTANT'S "TOTAL PARTICIPATION" FOR THIS PROJECT : %

The undersigned will enter into a formal agreement for the described work with the above-named prime consultant upon an executed agreement with Palm Beach County.

Project: PBCo. Jail

Proj. No. 04202

Brown & Phillips, Inc.
NAME OF SUB-CONSULTANT FIRM

John E. Phillips III, President
(PRINT - NAME & TITLE OF AUTHORIZED REPRESENTATIVE)

BY: [Signature] 4/26/06
(SIGNATURE OF AUTHORIZED REPRESENTATIVE) (DATE)



MARSH

CERTIFICATE OF INSURANCE

CERTIFICATE NUMBER
CHI-001626974-01

PRODUCER

Marsh USA Inc.
701 Market Street, Suite 1100
St. Louis, MO 63101-1830
Attn: stlouis.certrequest@marsh.com 212-948-0811

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

COMPANIES AFFORDING COVERAGE

COMPANY

A TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

COMPANY

B HARTFORD FIRE INSURANCE CO

COMPANY

C N/A

COMPANY

D

013807-MM-R-Cas-06-07 23 02 N

INSURED

Hellmuth, Obata + Kassabaum, Inc.
One Tampa City Center, Suite 1800
Tampa, FL 33602

COVERAGES

This certificate supersedes and replaces any previously issued certificate for the policy period noted below.

1

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	P6306656B273TIL06	03/01/06	03/01/07	GENERAL AGGREGATE	\$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG	\$ 2,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY	\$ 1,000,000
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE	\$ 1,000,000
					FIRE DAMAGE (Any one fire)	\$ 1,000,000
					MED EXP (Any one person)	\$ 10,000
A	AUTOMOBILE LIABILITY	P8106656B273TIL06	03/01/06	03/01/07	COMBINED SINGLE LIMIT	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE	\$
	<input checked="" type="checkbox"/> HIRED AUTOS					
	<input checked="" type="checkbox"/> NON-OWNED AUTOS					
	<input checked="" type="checkbox"/> Comp: \$1000 Deductible					
	<input checked="" type="checkbox"/> Collision: \$1000 Deductible					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	\$
					AGGREGATE	\$
	EXCESS LIABILITY				EACH OCCURRENCE	\$
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE	\$
B	<input type="checkbox"/> OTHER THAN UMBRELLA FORM					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	35WEOC0114	03/01/06	03/01/07	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
					EL EACH ACCIDENT	\$ 1,000,000
					EL DISEASE-POLICY LIMIT	\$ 1,000,000
					EL DISEASE-EACH EMPLOYEE	\$ 1,000,000
	THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE:					
	<input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXCL					
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Certificate Holder is added as Additional Insured with respect to General Liability as required by written contract or agreement. A Waiver of Subrogation is applicable in favor of the Certificate Holder as required by written contract or agreement.

CERTIFICATE HOLDER

Palm Beach County Facilities Development
& Operations
Capital Improvement Division
Att: Morine Haslam
3200 Belvedere Rd., Bldg 1169
West Palm Beach, FL 33406

CANCELLATION

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

MARSH USA INC.

BY: Alfred A. Peterfeso

MM1(3/02)

VALID AS OF: 11/09/06

MARSH		CERTIFICATE OF INSURANCE		CERTIFICATE NUMBER CHI-001626976-04	
PRODUCER Marsh USA Inc. 701 Market Street, Suite 1100 St. Louis, MO 63101-1830 Attn: stlouis.certrequest@marsh.com 212-948-0811		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.			
013807-Finpr-E&O-06/07 23 01 N		COMPANIES AFFORDING COVERAGE			
INSURED Hellmuth, Obata + Kassabaum, Inc. One Tampa City Center, Suite 1800 Tampa, FL 33602		COMPANY A LLOYD'S OF LONDON			
		COMPANY B			
		COMPANY C			
		COMPANY D			
COVERAGES This certificate supersedes and replaces any previously issued certificate for the policy period noted below. 3					
THIS IS TO CERTIFY THAT POLICIES OF INSURANCE DESCRIBED HEREIN HAVE BEEN ISSUED TO THE INSURED NAMED HEREIN FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ PERSONAL & ADV INJURY \$ EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				WC STATU- TORY LIMITS OTH- ER EL EACH ACCIDENT \$ EL DISEASE-POLICY LIMIT \$ EL DISEASE-EACH EMPLOYEE \$
A	Arch. & Eng. Prof. Liab.	QF068006	12/15/06	12/15/07	Each Claim/Aggregate Deductible 5,000,000 500,000
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS Retroactive Date: 9/11/1961.					
CERTIFICATE HOLDER Palm Beach County Facilities Development & Operations Capital Improvement Division Att: Morine Haslam 3200 Belvedere Rd., Bldg 1169 West Palm Beach, FL 33406			CANCELLATION SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES, OR THE ISSUER OF THIS CERTIFICATE. MARSH USA INC. BY: Alfred A. Peterfeso MM1(3/02)		
			VALID AS OF: 12/15/06		