

9/7/16
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2016	2017	2018	2019	2020
Capital Expenditures	<u>\$415,398</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)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
NET FISCAL IMPACT	<u>\$415,398</u>				
# ADDITIONAL FTE					
POSITIONS (Cumulative)					

Is Item Included in Current Budget? Yes X No

Budget Account No: Fund 3704 Dept 441 Unit F056 Object 6505
Reporting Category

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

Funding for this project is from Fire Rescue impact fees.

Design Services	\$375,398
Staff Charges	<u>\$40,000</u>
TOTAL	<u>\$415,398</u>

W 8-23-16

III. REVIEW COMMENTS:

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

[Signature] 8/29/16
8/29 OFMB 8/25 JAM 8/24
MAD

[Signature] 9/6/16
Contract Administrator
9/6/16

B. Legal Sufficiency:

[Signature]
Assistant County Attorney

C. Other Department Review:

[Signature]
Fire Rescue Administrator

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

Background and Policy Issues (Cont'd):

Should Minto remain true to its past representations for site conveyance and intentions to derive service through Fire-Rescue, approval of this contract would authorize the immediate commencement of facility design services and therefore accelerate the facility's delivery as compared to awaiting a conclusion to Minto's conveyance and Westlake's participation in the MSTU to commence the design. The likelihood of deriving no benefit from this contract award is indeterminable as of this writing, with the maximum amount of risk being the design portion of this professional service contract, \$293,738. Should the Board opt for approval and circumstances deem the need for these services to be unlikely or no longer necessary during the course of design, Staff would immediately issue a stop work notice or proceed to terminate the contract, as appropriate, in order to minimize any amount of loss.

Selection was performed under Board adopted procedures pursuant to the Consultant Competitive Negotiations Act (CCNA) and Florida Statute 287.055, on June 22, 2016.



**FACILITIES DEVELOPMENT & OPERATIONS
BUDGET AVAILABILITY STATEMENT**

REQUEST DATE: 08/12/16 REQUESTED BY: Anil Patel

PHONE: 233-0270
FAX: 233-0270

PROJECT TITLE: Fire-Rescue Station No. 22 Minto Westlake

PROJECT NO.: 16211

ORIGINAL CONTRACT AMOUNT:

BCC RESOLUTION#:
DATE:

REQUESTED AMOUNT: \$415,398

CSA or CHANGE ORDER NUMBER:

CONSULTANT/CONTRACTOR: Stephen Boruff, AIA Architects + Planners, Inc. *Step 0011*

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

Professional services shall include design, permitting and construction administration services for a 4 bay, 10,000 sq. ft. fire station.

CONSTRUCTION

PROFESSIONAL SERVICES

STAFF COSTS** (Design/Construction Phase)

\$375,398

MISC. (permits, prints, advertising)

\$ 40,000

TOTAL

\$415,398

*** This is an estimate of staff charges. Actual(s) will be billed at the end of each fiscal year. If this BAS is for construction costs of \$250,000 or greater, staff charges will be billed as actual and reconciled at the end of the project.*

BUDGET ACCOUNT NUMBER (IF KNOWN)

FUND: *3704* DEPT: *441* UNIT: *F056* OBJ: *6505*

FUNDING SOURCE (CHECK ALL THAT APPLY):

☐ AD VALOREM ☒ OTHER

☐ FEDERAL/DAVIS BACON

SUBJECT TO IG FEE? ☒ YES ☐ NO

BAS APPROVED BY: *Michael (Macke)* DATE: *8/23/16*

ENCUMBRANCE NUMBER: *082316-707*

CONTRACT FOR ARCHITECTURAL/PROFESSIONAL SERVICES
Fire Rescue Station 22
Project No. 16211

This Contract is made as of _____, by and between **PALM BEACH COUNTY**, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and Stephen Boruff, AIA Architects + Planners, Inc., a corporation authorized to do business in the State of Florida, hereinafter referred to as ARCHITECT or Consultant, whose Federal I.D. number is 65-0327632.

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 by the COUNTY for its acceptance, approval or authorization of any documents or work hereunder.

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

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

SECTION I - BASIC SERVICES OF ARCHITECT

1.1 General

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

services will include serving as COUNTY'S professional architectural representative for the project, providing professional architectural consultation and advice and furnishing customary civil, structural, mechanical, electrical, and plumbing engineering services, surveying, geotechnical services, landscape architectural services, and regulatory services incidental thereto as well as any specialty subconsultant services necessary to complete the required scope of work.

1.1.2 The Scope of Work for this Contract is 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. If ARCHITECT fails to comply with the Manual, it shall redesign at no additional cost to the COUNTY.

1.2 Schematic Design Phase

If required as part of scope of work and after written authorization to proceed:

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

1.2.2 The ARCHITECT shall provide a preliminary evaluation of the COUNTY'S program, schedule and construction budget requirements, each in terms of the other.

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 Furnish ten (10) copies of the Schematic Design Documents (6 full size and 4 reduced size) and disc with files in pdf and review them in person with the COUNTY.

1.2.6 Concurrent with the 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:

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 Furnish ten (10) copies of the Design Development documents (6 full size and 4 reduced size) and disc with files in pdf and present and review them in person with the COUNTY at 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 (CSI) Institute's Manual of Practice.

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

1.4.3 The ARCHITECT shall provide the COUNTY with a status report on all approvals and permits required 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.

1.4.4 Furnish ten (10) copies (6 full size and 4 reduced size) and disc with files in pdf 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 95% 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 at no additional cost to COUNTY (100% Construction Drawings).

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

1.4.6 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.

1.4.7 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.

1.4.8 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 unless an exception is approved by the COUNTY.

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, issue addenda, written clarifications, or additional instructions, as appropriate to interpret, clarify or expand the Bidding Documents.

1.5.2 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.

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

1.5.4 The COUNTY may select a Construction Manager for this project (the "Construction Manager"), and the Architect shall coordinate its Services (Basic and Additional) hereunder with the Construction Manager. Nothing in the CM Contract will confer direct responsibility on the Construction Manager for the Architect's services, nor shall anything contained therein diminish Architect's responsibility for its services as set

forth hereunder.

1.5.4.1 At the completion of each phase of design, COUNTY will furnish Architect with either a cost estimate or a Guaranteed Maximum Price proposal prepared by Construction Manager based upon the design prepared by the Architect. If the cost estimate is over the stated budget for the project or if COUNTY does not accept the Construction Managers Guaranteed Maximum Price proposal, the Architect shall participate with the COUNTY and Construction Manager in constructability reviews and shall revise the documents as necessary in order to construct the project within the budget. The Architect shall participate with the COUNTY in reviewing the final Guaranteed Maximum Price proposal documents, together with its supporting assumptions, clarifications, and contingencies.

1.5.4.2 After the Guaranteed Maximum Price has been accepted, the Architect shall incorporate into the Documents any revisions which are necessary due to inaccurate assumptions and clarifications made in the development of the Guaranteed Maximum Price.

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, conduct progress meetings, and record meeting minutes.

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

1.6.2.3 The purpose of ARCHITECT'S representation at the site will be to enable the ARCHITECT to better carry out the duties and responsibilities assigned to and undertaken by ARCHITECT during the Construction Administration Phase. In addition, as an experienced and qualified design professional, ARCHITECT will provide for COUNTY

greater assurance that the completed work of Contractor(s) will conform to the Contract Documents and that the design as reflected in the Contract Documents has been implemented and preserved by Contractor(s).

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

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

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

1.6.6 Substitutes. ARCHITECT shall evaluate the acceptability of substitute materials and equipment proposed by Contractor(s) and review with COUNTY prior to making a determination.

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

1.6.9 Contractor's 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 AutoCAD dwg files as well as pdf 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 may increase or decrease the ARCHITECT's 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 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, 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 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 Contract.

2.3.12 Services in connection with work directive changes and change orders to reflect significant changes requested by COUNTY, which require significant 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 Contract. 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 Contract.

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 Contract 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.

SECTION 4 - PERIODS OF SERVICE

4.1 The period of service shall commence upon execution of this Contract and continue until completion of all phases, additionally, it shall continue until completion of all phases of any outstanding service authorization issued within the period of this Contract, unless otherwise terminated as provided herein.

4.2 If COUNTY has requested significant modifications or changes in the general scope, extent or character of the Project, the time of performance of ARCHITECT'S

services shall be adjusted equitably.

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

4.4 In the event that the work designed or specified by ARCHITECT is to be furnished or performed under more than one prime contract, or if ARCHITECT'S services are to be separately sequenced with the work of one or more prime 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 is to be included in service authorization.

SECTION 5 – FEE and PAYMENTS TO ARCHITECT

5.1 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. 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. ARCHITECT agrees that fee is not tied to construction cost.

5.1.2 Subcontractual service shall be included at the actual fees proposed by the subconsultant and accepted by the COUNTY. Subcontractual services shall be approved by the COUNTY in writing prior to performance of the subcontractual work.

5.2 Labor rates of ARCHITECT and any subconsultants shall not exceed the 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 and overhead and profit factors are to be provided and are subject to audit, upon request.

5.3 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 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.

5.3.1 The COUNTY agrees to pay the ARCHITECT compensation for services rendered as set forth in Exhibit A.

5.4 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 are permitted, the total incremented billings shall not exceed the percentage of estimated completion of identifiable deliverables or accepted deliverables as of the billing date.

5.5 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 ARCHITECT's work shall be included with each billing.

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

5.7 If Out-of-pocket expenses are authorized, they will be reimbursed up to the not-to-exceed amount identified on each SERVICE AUTHORIZATION. Out-of-pocket expenses mean the actual expenses expected to be incurred by the ARCHITECT or ARCHITECT'S subconsultants directly or indirectly in connection with the work such as expenses for: transportation and subsistence incidental thereto; external reproduction of reports, drawings, specifications, bidding documents, and similar Project related items. Charges for other specialized equipment shall be determined on an individual basis subject to approval of the COUNTY. All reimbursable expenses will be estimated up front at the time of negotiating each SERVICE AUTHORIZATION. All requests for payment of out-of-pocket expenses eligible for reimbursement under the terms of the Contract shall include copies of paid receipts, invoices, or other documentation acceptable to the Palm Beach County Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in each SERVICE AUTHORIZATION. Any travel, per diem, mileage, meals, or lodging

expenses which may be reimbursable under the terms of this Contract will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.

5.8 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 Project means the total cost to COUNTY of those portions of the entire Project designed and specified by ARCHITECT.

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 it shall redesign at no cost to the COUNTY until the project can be achieved within this limit. The program shall not be lessened by design requirements to decrease costs without the express written approval of the Capital Improvements Division Director or his/her designee. Similarly, add Alternates for program requirements are not allowable in order for the ARCHITECT to lessen costs to meet the Fixed Construction Budget Cap.

SECTION 7 - GENERAL CONSIDERATION

7.1 Standard of Care

The ARCHITECT has, during the selection and negotiation process which has preceded this contract, 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 Contract first written. It is specifically understood that the Florida Accessibility Code for Building Construction latest edition as acted by the Florida Building Code shall be complied with and incorporated into the project. Additionally, Title II requirements of the 2010 ADA Standards for Accessible Design (published by DOJ, September 15, 2010) shall be complied with and incorporated into the project.

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

The 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.

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 three (3) years 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 Section 7.1 above.

7.4.2 ARCHITECT'S Representative

Concurrent with its fee proposal, the ARCHITECT shall advise the COUNTY of the name of its proposed Project Manager. The Project Manager shall devote such time as may be necessary to the project and as may be appropriate to and consistent with full and timely performance of this contract. This individual shall be assigned to the project through final acceptance of construction. The Project Manager shall not be removed from his/her responsibilities on this project without the written consent of the COUNTY. The COUNTY shall retain reasonable right of approval of the 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.

7.4.3 Criminal History Records Check

Pursuant to County Code, Section 2-371 – 2-377, the Palm Beach County Criminal History Records Check Ordinance, the County will conduct a finger print based criminal history record check on all employees of consultants and subconsultants of consultants, vendors, repair persons and delivery persons entering a facility determined to be either a Critical Facility ("Critical Facilities") or criminal justice information facility (CJI Facility). Critical Facilities and CJI Facilities and the corresponding list of disqualifying offenses are identified in Resolution R2013-1421, and is available upon request. In October, 2013, compliance with the requirements of the U.S. Federal Bureau of Investigations Criminal Justice Information (CJI) Security Policy was added to the Ordinance and has a broad list of disqualifying offenses. The Consultant understands that it is solely responsible for the financial, schedule and/or staffing implications of compliance with the Code, and represents and warrants that its fee includes any direct or indirect costs (not including the FDLE/FBI fees which will be paid directly by the County) of compliance with this County Code.

Individuals passing the background check will be issued a badge. Consultant shall make every effort to collect the badges of its employees and its subconsultants' employees upon conclusion of the contract work and return them to the County. If the consultant or its subconsultant terminates an employee who has been issued a badge, the Consultant must

notify the County within 2 hours. At the time of termination, the consultant shall retrieve the badge and return it to the County in a timely manner. The County reserves the right to suspend any Consultant that; 1) is not in compliance with the requirements of County Code Section 2-371-2-377 as amended, 2) does not immediately contact the County regarding a terminated employee or subconsultant employee, or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

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. ARCHITECT has committed to providing 100% under this contract.

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, percentage or 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 percentage or 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 the Palm Beach County Code SBE 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 proposal. Requests for substitutions must be submitted to the department issuing the request for proposal and the OSBA.

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

The consultant agrees to maintain all relevant records and information necessary to document compliance with the Palm Beach County Code 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, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information.

ARCHITECT has submitted to COUNTY a copy of its non-discrimination policy which is consistent with the above paragraph, as contained in Resolution R-2014-1421, as amended, or in the alternative, if the ARCHITECT does not have a written non-discrimination policy or one that conforms to the COUNTY's policy, it has acknowledged through a signed statement provided to COUNTY that ARCHITECT will conform to the COUNTY's non-discrimination policy as provided in R-2014-1421, as amended.

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 Contract.

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 COUNTY is an intended express third party beneficiary of any such subcontract.

Except as specifically and expressly provided for herein, no provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract.

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 employee's 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. ARCHITECT shall provide this coverage on a primary basis.

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

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

7.12.5 **Professional Liability** ARCHITECT shall maintain Professional Liability, or equivalent Errors & Omissions Liability at a limit of liability not less than **\$1,000,000** Per Occurrence. When a self-insured retention (SIR) or deductible exceeds **\$10,000**, COUNTY reserves the right, but not the obligation, to review and request a copy of ARCHITECT'S most recent annual report or audited financial statement. For policies written on a Claims-Made basis, ARCHITECT shall maintain a Retroactive Date prior to or equal to the effective date of this Contract. The retro date shall be shown on the certificate. 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 and Insurance Tracking Services (ITS) a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverage required by this Contract have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage.

Certificates for the COUNTY shall be addressed to:

Palm Beach County Board of County Commissioners,
c/o Capital Improvements Division,
2633 Vista Parkway,
West Palm Beach, FL 33411-5604,

and for ITS:

Certificate Holder Address, (Certificates need to include the following as the Certificate Holder)

Palm Beach County
c/o Insurance Tracking Services, Inc. (ITS)
P.O. Box 20270
Long Beach, CA 90801

email: pbc@instracking.com or facsimile: (562) 435-2999

7.12.8.2 Renewal Policies - The ARCHITECT shall promptly deliver to ITS a certificate of insurance with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the terms specified herein. Such

certificate shall be delivered to ITS not less than five (5) business days before the expiration date of any policy.

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.

Notwithstanding any other provision in this Contract, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection audit, pursuant to the Palm Beach County Office of Inspector General, Palm Beach County Code, Section 2-421 – 2 -440, as may be amended.

The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work under this Contract for at least three (3) years after completion or termination of this Contract. Upon ten (10) business days prior written notice to CONSULTANT, the COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONSULTANT'S place of business.

7.14 Remedies

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

COUNTY and CONSULTANT agree that the notice and cure provisions of Florida Statute Chapter 558 shall not apply to this Contract.

Pursuant to Section 558.0035 Florida Statutes, Stephen Boruff, AIA Architects + Planners, Inc. is the responsible party for the professional services it agrees to provide under this contract. No individual professional employee, agent, director, officer or principal may be individually liable for negligence arising out of this contract.

7.15 Indemnification

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 contributory negligent.

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.

7.16 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 Chapter 112, Part III of Florida Statutes, and the Palm Beach County Code of Ethics. ARCHITECT shall provide COUNTY with an executed Conflict of Interest Disclosure Form, attached as Exhibit D and incorporated herein.

Any actual or potential conflict between the ARCHITECT'S interests and the ARCHITECT'S performance of the services provided hereunder must be waived by the COUNTY by written notification prior to the performance of any services by the ARCHITECT. The ARCHITECT shall abide by any terms contained within the waiver by the COUNTY or shall release the COUNTY from all of its obligations hereunder.

7.17 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.

7.18 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.

7.19 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.

7.20 Notice

All notices required in this Contract if sent to the COUNTY shall be mailed to:
John A. Cheshier, PE, Director
PBC Capital Improvements Division
2633 Vista Parkway
West Palm Beach, FL 33411-5604

with copy to:

Audrey Wolf, Director
PBC Facilities Development and Operations

2633 Vista Parkway
West Palm Beach, FL 33411-5603

and if sent to the ARCHITECT shall be mailed to:

Stephen L. Boruff, AIA, NCARB
Stephen Boruff, AIA Architects + Planners, Inc.
901 Northpoint Parkway, Suite 101
West Palm Beach, FL 33407

7.21 Severability

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.

7.22 Entirety of Contractual Agreement

7.22.1 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.

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

Exhibit A	-	Scope of Work and Fee
Exhibit B	-	SBE-M/WBE Schedules 1 and 2
Exhibit C	-	Insurance Certificates
Exhibit D	-	Conflict of Interest Disclosure Form

7.23 Successors and Assigns

The COUNTY and the ARCHITECT each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the

ARCHITECT shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the ARCHITECT.

7.24 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).

7.25 Office of the Inspector General

Palm Beach County has established the Office of the Inspector General, Palm Beach County Code, Section 2-421 – 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and audit, investigate, monitor, and inspect the activities of the consultant, its officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. All consultants and parties doing business with the County and receiving County funds shall fully cooperate with the Inspector General including receiving access to records relating to RFP or any resulting contract.

7.26 Scrutinized Companies

As provided in F.S. 287.135, 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 Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473.

If the County determines, using credible information available to the public, that a false certification has been submitted by ARCHITECT, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135.

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

ATTEST:
SHARON R. BOCK, Clerk and Comptroller

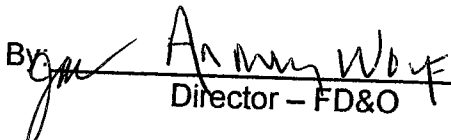
PALM BEACH COUNTY BOARD OF
COUNTY COMMISSIONERS

BY: _____
Deputy Clerk

By: _____
Mary Lou Berger, Mayor

APPROVED AS TO TERMS AND
AND CONDITIONS

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

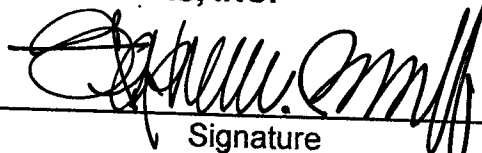
By:  _____
Director - FD&O

By: _____
County Attorney

WITNESS:

STEPHEN BORUFF, AIA ARCHITECTS
+ PLANNERS, INC:

 _____
Signature

 _____
Signature

Nelo R. Freijomel
Name (type or print)

Stephen L. Boruff
Name (type or print)

President/Owner
Title

EXHIBIT A

SCOPE OF WORK & FEE

27 July 2016

Anil Patel, Project Manager
Palm Beach County
Capital Improvements
2633 Vista Parkway
West Palm Beach, Florida 33411

**Re: Proposal for Architectural/Engineering Services
Palm Beach County Fire-Rescue
Fire Station No. 22 (Westlake)
Westlake, Florida
Palm Beach County Project No. 16211
Proposal No. P16-047 (Revised)**

Dear Mr. Patel:

We are pleased to submit this revised proposal for providing professional architectural, landscape architectural, civil, structural, mechanical (including plumbing), fire protection, fuel systems and electrical engineering services relative to the design, development of Construction Documents, building permitting, bidding and construction administration for Fire Station No. 22 located in Palm Beach County, Florida. We understand this new fire rescue station will be a four-bay, single story facility of approximately 10,000 square feet on a site at the southeast corner of Seminole Pratt Whitney Road and Poundstone Avenue South in the new town of Westlake. Further, we understand the new station will be LEED compliant, but not LEED certified. Our scope of services will include the following:

1.0 SCOPE OF WORK:

Phase 1: Pre-Design

- 1.1 Attend one (1) pre-design conference with County staff to review the County's requirements and budget allocations for the project based on the following:
 - Confirm the space requirements of the proposed facility relative to the building site occupancy capacity and Governmental constraint.
 - Confirm space requirements for identified functions relative to current needs.
 - Determine specific space geometry relative to area and dimension.
- 1.2 Prepare a Design Intent Report providing a brief description of the program, project scope, purposes, data sources and contents.

STEPHEN BORUFF, AIA
ARCHITECTS + PLANNERS, INC.
901 NORTHPOINT PARKWAY, SUITE 101
WEST PALM BEACH
FLORIDA 33407
PHONE 561-471-8520
FAX 561-471-8539
AA C002226

27 July 2016
Anil Patel, Project Manager
Page Two

Phase II: Schematic Design

- 1.3 Preparation of conceptual “bubbled” space plans illustrating the design of the building in accordance with the initial program established at the kick-off meeting.
- 1.4 Development of Schematic Design Documents illustrating alternative site plans/floor plans for the design of the fire rescue station. Concepts will focus on a single story, 10,000 square foot station with four (4) apparatus bays.
- 1.5 Development of Schematic Design documents based on the requirements of the Policy and Procedures Manual for Design Professionals dated October 2013.
- 1.6 Prepare an updated topographic and boundary survey prepared by the Minto Land Surveyor (GeoPoint).
- 1.7 Prepare a Preliminary Opinion of Probable Cost based on the Schematic Design.
- 1.8 Provide CID with a list of all permits required to construct the work.
- 1.9 Attend design review meeting with CID to review the Schematic Design submittal.

Phase III: Design Development

- 1.10 Coordinate with the Geotechnical Engineer in a subsurface report stating the bearing capacity of the soils in pounds per square foot (in accordance with the Florida Building Code) and a recommendation for foundation design.
- 1.11 Based on the approved Schematic Design documents, prepare Design Development Documents (30% Construction Documents) consisting of Drawings and other documents to fix and describe the size and character of the Project as to architectural, structural, civil, landscape architecture, mechanical, and electrical systems (including low voltage), materials and such other elements as may be appropriate.
- 1.12 Prepare color boards describing the proposed exterior and interior finishes, colors and product selections for review by the County.
- 1.13 Prepare an Opinion of Probable Cost based on the Design Development documents.
- 1.14 Attend design review meeting with CID to review the Design Development submittal.

27 July 2016
Anil Patel, Project Manager
Page Three

Phase IV – Construction Documents

- 1.15 Development of 50%, 95% and Final Construction Documents, including specifications, illustrating the architectural, structural, civil, landscape architecture, irrigation design, fuel system design, mechanical (including plumbing), fire protection and electrical engineering aspects of the project based on the building plans and exterior elevations approved by Palm Beach County.
- 1.16 Attend 50% and 95% design review meeting with CID and Palm Beach County Fire Rescue. Palm Beach County will provide the Design Team with one consolidated set of written comments and/or marked up drawings prepared by County Staff.
- 1.17 Coordination Meeting – Attend a coordination meeting with the consultants at 60%, 90% and Final stages to verify all review comments are addressed and incorporated into the Final Construction Documents.
- 1.18 Prepare Final Cost Estimate based on the 95% Construction Documents.
- 1.19 Prepare a status report on the permits required from regulatory agencies.

Phase V – Bidding/Negotiation

- 1.20 Assist CID in the preparation of Bid Information for prospective bidders.
- 1.21 Attend one (1) Pre-Bid Conference.
- 1.22 Building Permit – Provide signed and sealed sets of Final Construction Documents for submittal to the Building Department for building permitting. Respond to questions prepared by the County's Building Department. Revise drawings as required for issuance of a building permit.

Phase VI – Construction Administration

- 1.23 Construction is presumed to occur in one (1) phase over a period of twelve (12) months for the building construction. Attend one (1) pre-construction meeting and perform fifty-two (52) site visits during the construction phase. Additionally, two (2) site visits/meetings are included in this proposal for Substantial Completion (punchlist) and Final Completion walkthrough.
- 1.24 Review and comment on submittals including product data, shop drawings and respond to Requests for Information issued by the General Contractor.
- 1.25 Project Closeout – Provide Palm Beach County with Record Drawings in AutoCAD version 2015.

27 July 2016
Anil Patel, Project Manager
Page Four

2.0 MISCELLANEOUS PROVISIONS

This proposal is based on Palm Beach County furnishing this office with the following information:

- 2.1 Access to the site to perform field work.

3.0 COMPENSATION

- 3.1 Compensation shall be in accordance with the attached Project Fee Budget.
- 3.2 Normal and reasonable expenses, such as printing, express mail and postage are included in the fee.

4.0 ADDITIONAL SERVICES

- 4.1 Revise drawings, specification or other documents when such revisions are:
- Inconsistent with approval or instructions previously given by the Client, including revisions made necessary by adjustments in the Client's program or project budget.
 - Required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents.
 - Due to changes required as a result of the Client's failure to render decisions in a timely manner.
- 4.2 Provide services required due to significant changes to the project, (e.g. size, quality, complexity, the Client's schedule, method of bidding and negotiating the contracting for construction).
- 4.3 Construction Testing.
- 4.4 Coordination of Art in Public Places.
- 4.5 Threshold Inspection Services.
- 4.6 Traffic Studies.
- 4.7 Design, Development of Documents and Application to the U.S. Green Building Council (USGBC) for LEED (Leadership in Energy and Environmental Design) Certification.


27 July 2016
Anil Patel, Project Manager
Page Five

- 4.8 Development of documentation, application fees and permitting fees associated with governmental approvals including, but not limited to, Site Plan Approvals, Public Involvement Meetings and DRO reviews.
- 4.9 Additional services shall be compensated on a Time & Materials basis at the following rates:

Principal (Stephen Boruff, AIA)	\$165 per hour
Architect	\$145 per hour
Project Manager	\$110 per hour
Drafting Technician/Support Staff	\$ 90 per hour
Clerical	\$ 60 per hour

If you have any questions regarding the contents of this proposal, please call my office. We look forward to working with the Palm Beach County and towards the successful completion of this project.

Sincerely,


Stephen L. Boruff, AIA, NCARB
Architect

Attachments – Consultant Proposals
Project Schedule

PROPOSAL FEE BUDGET - Palm Beach County Project No. 16211
PROJECT NAME: Fire Station No. 22 (Minto West) - Town of Westlake
Date: 27 July 2016 (Revised)
Stephen L. Boruff, AIA, Architects + Planners, Inc.

ACTIVITY		PRINCIPAL IN CHARGE		PROFESSIONAL Project Manager		PROFESSIONAL BIM Technician		PROFESSIONAL BIM Technician		AD ASSI	
		SLB HRS	\$165 RATE/HR	RC HRS	\$110 RATE/HR	VC HRS	\$95 RATE/HR	AC HRS	\$95.00 RATE/HR	EN HRS	
Part I	PRE-DESIGN PHASE										
1.1	Develop and Maintain Design Schedule	0	\$0	0	\$0	0	\$0	0	\$0	0	
1.2	Work with the Project Manager on Scope and Budget	4	\$660	4	\$440	0	\$0	0	\$0	0	
1.3	Coordinate Efforts with Team Members	4	\$660	2	\$220	0	\$0	0	\$0	0	
1.4	Attend Kick-Off Meeting	2	\$330	2	\$220	0	\$0	0	\$0	0	
	Subtotal	10	\$1,650	8	\$880	0	\$0	0	\$0	0	
Part II	SCHEMATIC DESIGN PHASE										
2.1	Development of Alternative Design Solutions	8	\$1,320	80	\$8,800	0	\$0	20	\$1,900	0	
2.2	Attendance at Design Concept Meetings (4 meetings)	0	\$0	16	\$1,760	32	\$3,040	32	\$3,040	0	
2.3	Development of Schematic Design Documents	8	\$1,320	0	\$0	60	\$5,700	40	\$3,800	0	
2.4	Development of "Design Intent Report"	2	\$330	24	\$2,640	0	\$0	0	\$0	0	
2.5	Development of Preliminary Opinion of Probable Cost	0	\$0	2	\$220	0	\$0	0	\$0	0	
2.6	Schematic Design Review Meeting with CID	4	\$660	4	\$440	0	\$0	0	\$0	0	
	Subtotal	22	\$3,630	126	\$13,860	92	\$8,740	92	\$8,740	0	
Part III	DESIGN DEVELOPMENT PHASE										
3.1	Geotechnical Subsurface Investigation and Report	0	\$0	0	\$0	0	\$0	0	\$0	0	
3.2	Prepare Design Development Documents	8	\$1,320	100	\$11,000	120	\$11,400	120	\$11,400	16	
3.3	Prepare Color Boards for Review by CID	2	\$330	16	\$1,760	0	\$0	24	\$2,280	0	
3.4	Coordinate with Minto West Civil Engineers	0	\$0	8	\$880	0	\$0	0	\$0	0	
3.5	Design Development Cost Estimate	0	\$0	0	\$0	0	\$0	0	\$0	0	
3.6	Design Development Review Meeting with CID	0	\$0	4	\$440	0	\$0	0	\$0	0	
	Subtotal	10	\$1,650	128	\$14,080	120	\$11,400	144	\$13,680	16	
Part IV	CONSTRUCTION DOCUMENTS										
4.1	Development of 50% Construction Documents	16	\$2,640	100	\$11,000	160	\$15,200	160	\$15,200	16	
4.2	Review Meeting with CID	0	\$0	4	\$440	0	\$0	0	\$0	0	
4.3	Development of 95% Construction Documents	16	\$2,640	80	\$8,800	120	\$11,400	120	\$11,400	16	
4.4	Prepare Final Cost Estimate in CSI Format	0	\$0	0	\$0	0	\$0	0	\$0	0	
4.5	Review Meeting with CID	0	\$0	4	\$440	0	\$0	0	\$0	0	
4.6	Development of Final Construction Documents	0	\$0	60	\$6,600	40	\$3,800	40	\$3,800	8	
4.7	Review Meeting with CID	0	\$0	4	\$440	0	\$0	0	\$0	0	
4.8	Status Report on Permits from Regulatory Agencies/Permitting	0	\$0	24	\$2,640	0	\$0	0	\$0	0	
	Subtotal	32	\$5,280	276	\$30,360	320	\$30,400	320	\$30,400	40	
Part V	BIDDING/NEGOTIATION PHASE										
5.1	Assist CID in Preparation of Bid Information	0	\$0	16	\$1,760	0	\$0	0	\$0	0	
5.2	Attend Pre-Bid Conference	0	\$0	4	\$440	0	\$0	0	\$0	0	
5.3	Prepare Addendums for Issuance to Bidders	8	\$1,320	24	\$2,640	8	\$760	0	\$0	8	
	Subtotal	8	\$1,320	44	\$4,840	8	\$760	0	\$0	8	
Part VI	CONSTRUCTION ADMINISTRATION										
6.1	General Construction Administration	0	\$0	100	\$11,000	0	\$0	0	\$0	16	
6.2	Visit the Site Weekly (52 visits) During Construction	8	\$1,320	208	\$22,880	0	\$0	0	\$0	16	
6.3	Reivew Shop Drawings, Pay Applications and Product Data	0	\$0	0	\$0	0	\$0	0	\$0	40	
6.4	Project Close-Out	0	\$0	8	\$880	8	\$760	0	\$0	0	
	Subtotal	8	\$1,320	316	\$34,760	8	\$760	0	\$0	72	
	TOTAL FEE	90	\$14,850	898	\$98,780	548	\$52,060	556	\$52,820	136	

Expenses

TOTAL FEE

Note No. 1: Please note that if the Geotechnical Report suggests a requirement for Pile Foundations, the structural engineering fee will increase by \$ 8,000.00.



SIONAL hnician	ADMIN. ASSISTANT		Structural Engineer	MEP/IT Engineer	Total	Civil	Landscape	GeoTech	Cost	Fuel System	Surveying	
\$95.00	EN	\$80.00	O,N,M & J	JLRD	Basic Services	Engineer C-Moore	Architect C-Moore	Engineer Tierra	Estimating Own-Build	Consult.	GeoPoint	
ATE/HR	HRS	RATE/HR										TOTAL FEE
\$0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	0	\$0	\$0	\$0	\$1,100	\$0	\$0	\$0	\$0	\$0	\$0	\$1,100
\$0	0	\$0	\$0	\$0	\$880	\$0	\$0	\$0	\$0	\$0	\$0	\$880
\$0	0	\$0	\$0	\$0	\$550	\$0	\$0	\$0	\$0	\$0	\$0	\$550
\$0	0	\$0	\$0	\$0	\$2,530	\$0	\$0	\$0	\$0	\$0	\$0	\$2,530
\$1,900	0	\$0	\$0	\$0	\$12,020	\$0	\$0	\$0	\$0	\$0	\$0	\$12,020
\$3,040	0	\$0	\$0	\$0	\$7,840	\$0	\$0	\$0	\$0	\$0	\$0	\$7,840
\$3,800	0	\$0	\$1,500	\$4,000	\$16,320	\$6,825	\$2,900	\$0	\$0	\$0	\$1,200	\$27,245
\$0	0	\$0	\$0	\$2,270	\$5,240	\$0	\$0	\$0	\$0	\$0	\$0	\$5,240
\$0	0	\$0	\$0	\$0	\$220	\$0	\$0	\$0	\$2,200	\$0	\$0	\$2,420
\$0	0	\$0	\$0	\$0	\$1,100	\$0	\$0	\$0	\$0	\$0	\$0	\$1,100
\$8,740	0	\$0	\$1,500	\$6,270	\$42,740	\$6,825	\$2,900	\$0	\$2,200	\$0	\$1,200	\$55,865
\$0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,308	\$0	\$0	\$0	\$5,308
\$11,400	16	\$1,280	\$6,000	\$7,010	\$49,410	\$13,650	\$5,800	\$0	\$0	\$1,500	\$0	\$70,360
\$2,280	0	\$0	\$0	\$0	\$4,370	\$0	\$0	\$0	\$0	\$0	\$0	\$4,370
\$0	0	\$0	\$0	\$0	\$880	\$0	\$0	\$0	\$0	\$0	\$0	\$880
\$0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,200	\$0	\$0	\$3,200
\$0	0	\$0	\$0	\$1,350	\$1,790	\$0	\$0	\$0	\$0	\$0	\$0	\$1,790
\$13,680	16	\$1,280	\$6,000	\$8,360	\$56,450	\$13,650	\$5,800	\$5,308	\$3,200	\$1,500	\$0	\$85,908
\$15,200	16	\$1,280	\$3,000	\$6,000	\$54,320	\$0	\$0	\$0	\$0	\$3,000	\$0	\$57,320
\$0	0	\$0	\$0	\$1,350	\$1,790	\$0	\$0	\$0	\$0	\$0	\$0	\$1,790
\$11,400	16	\$1,280	\$4,000	\$5,000	\$44,520	\$11,375	\$2,900	\$0	\$0	\$0	\$0	\$58,795
\$0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,800	\$0	\$0	\$2,800
\$0	0	\$0	\$0	\$1,350	\$1,790	\$0	\$0	\$0	\$0	\$0	\$0	\$1,790
\$3,800	8	\$640	\$1,000	\$1,670	\$17,510	\$0	\$0	\$0	\$0	\$0	\$0	\$17,510
\$0	0	\$0	\$0	\$1,350	\$1,790	\$0	\$0	\$0	\$0	\$0	\$0	\$1,790
\$0	0	\$0	\$0	\$0	\$2,640	\$5,000	\$0	\$0	\$0	\$0	\$0	\$7,640
\$0,400	40	\$3,200	\$6,000	\$16,720	\$124,360	\$16,375	\$2,900	\$0	\$2,800	\$3,000	\$0	\$149,435
\$0	0	\$0	\$0	\$390	\$2,150	\$1,825	\$725	\$0	\$0	\$0	\$0	\$4,700
\$0	0	\$0	\$0		\$440	\$0	\$0	\$0	\$0	\$0	\$0	\$440
\$0	8	\$640	\$1,500	\$1,700	\$8,560	\$0	\$0	\$0	\$0	\$0	\$0	\$8,560
\$0	8	\$640	\$1,500	\$2,090	\$11,150	\$1,825	\$725	\$0	\$0	\$0	\$0	\$13,700
\$0	16	\$1,280	\$0	\$0	\$12,280	\$4,000	\$2,175	\$0	\$0	\$0	\$0	\$18,455
\$0	16	\$1,280	\$0	\$4,000	\$29,480	\$0	\$0	\$0	\$0	\$0	\$0	\$29,480
\$0	40	\$3,200	\$3,000	\$3,360	\$9,560	\$1,825	\$0	\$0	\$0	\$0	\$0	\$11,385
\$0	0	\$0	\$0	\$1,000	\$2,640	\$1,000	\$0	\$0	\$0	\$0	\$0	\$3,640
\$0	72	\$5,760	\$3,000	\$8,360	\$53,960	\$6,825	\$2,175	\$0	\$0	\$0	\$0	\$62,960
\$2,820	136	\$10,880	\$20,000	\$41,800	\$291,180	\$45,500	\$14,500	\$5,308	\$8,200	\$4,500	\$1,200	\$375,398

\$5,000

\$375,398

se by \$ 8,000.00.



500 Australian Avenue S., Ste. 530
West Palm Beach, FL 33401
Phone: (561) 746-6900
Fax: (561) 746-8333
www.chenmoore.com

July 25, 2016 (Revised July 28, 2016 & August 5, 2016)

SENT VIA E-MAIL (sboruff@sba-arch.com)

Mr. Stephen L. Boruff, AIA
Stephen L. Boruff, AIA, Architects and Planners, Inc.
901 Northpoint Parkway, Suite 101
West Palm Beach, FL 33407

**Subject: Palm Beach County – Fire Rescue Station 22
CMA Proposal No. P16.570**

Dear Mr. Boruff:

Chen Moore and Associates (CMA) are pleased to submit the attached Agreement for Professional Services and Scope of Services to provide civil engineering, and landscape architecture services as part of your team for the proposed Fire Rescue Station 22 to be located in the Acreage north of the Grove Shopping Market on Seminole Pratt Whitney Road in the City of Westlake, Palm Beach County, Florida.

PROGRAM

The proposed program for the project includes the following:

- The design, permitting, and construction of a three to four bay fire station based on Palm Beach County RFP for Project #16211 Fire Rescue Station 22 – Westlake.
- The project shall not seek LEED certification through the USGBC, but should be designed to LEED certifiable standards.
- The site plan will include on grade parking, a building requiring landscape buffers and treatment in compliance with local municipal landscape code. The project will also require on site storm water management and water and sewer service to the building.

This scope of work includes all civil engineering, planning, and landscape architecture design and construction engineering inspection services necessary for the completion of the project. The project design is anticipated to begin immediately upon receiving Notice to Proceed (NTP).

The anticipated submittals for the Project include:

Schematic Design (30%)
Design Development (60%)
Construction Documents (90%)
Building and Permit Documents (100%)

The "Owner" of the property is Palm Beach County (PBC)
The "Client" is Stephen L. Boruff, AIA, Architects and Planners, Inc. (SBA)
The "Consultant" is Chen Moore and Associates (CMA)



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SCOPE OF SERVICES

The scope of services our firm shall provide are as follows:

LANDSCAPE ARCHITECTURE/PLANNING TASKS:

Task 1 – Schematic Design – Consultant shall perform the following:

- Site visit to review existing site conditions and verification of survey data to be provided by the Client.
- Assessment of existing vegetation for removal and mitigation.
- Preparation of Schematic Design documents for site development of the project to include site layout including building position, vehicular and pedestrian circulation, parking areas, landscape buffers, and irrigation water connection point to existing water supply.

Task 2 – Design Development – Consultant shall perform the following:

- Attendance at up to two (2) meetings with the Client/Owner.
- Design Development level plans based on Owner/Client comments from the schematic phase to include site layout, hardscape, landscape, and irrigation plans and details to satisfy local ordinance requirements.

Task 3 – Construction Documents - Consultant shall perform the following:

- Attendance at up to two (2) meetings with the Client/Owner.
- Consultant shall prepare construction level landscape architecture plans to include landscape, and irrigation documents. Site Lighting locations and fixtures will be coordinated with MEP Engineer so as not to conflict with proposed landscape improvements and safety. All Plans, Details, Sections, and Specifications will be suitable for construction of the project.

Task 4 – Bid/Permitting – Consultant shall perform the following:

- Consultant shall update the Construction Documents with any Client, Owner, or regulatory agency comments for Building Permits
- Consultant shall revise plans and coordinate permits resubmittals
- Respond to inquiries and Requests for Information through the Project Architect



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Task 5 – Construction Administration – Consultant shall perform the following:

- A. **Pre-construction** - Consultant shall attend pre-construction conference meetings, review material shop drawings, and assist contractor prior to commencement of construction.
- B. **Construction Observation** – Consultant shall provide general observation of the work and confirmation that the design intent is met in the field. Field reports will be issued to the Client for field visits performed during the period of landscape construction. We have estimated a total of one (1) visit for the site construction period prior to substantial completion. After the budgeted visits have been used, additional visits shall be provided upon written Client authorization and invoiced on an hourly basis.
- C. **Construction Closeouts and Statements of Work Completion** – Consultant shall prepare a statement of work completion, review “as-built” drawing submittals of the irrigation system, and certify that the landscape meets local code and Florida Nursery Grade Standards. Consultant shall have up to two (2) site walk through meetings to generate an initial punch list and verify that punch list items were completed.

CIVIL ENGINEERING TASKS:

Task 6 – Schematic Design – Consultant shall perform the following:

- Site visit to review existing site conditions and verification of survey data to be provided by the Client.
- Attendance at up to two (2) meetings with the Client/Owner.
- Consultant shall review survey and as-builts from local utilities and field verify locations as per available accessibility.
- Consultant shall prepare a preliminary engineering plan including demolition, paving, grading, drainage and utility (water and sewer) plans for the project.
- Plans shall include basic cross sections and details as necessary.

Task 7 – Design Development – Consultant shall perform the following:

- Attendance at up to two (2) meetings with the Client/Owner.
- Attendance at meetings with Regulatory Agencies to review the project prior to submittal for permits.
- Upon receipt of formal approval of preliminary engineering design, Consultant shall prepare design development plans for construction demolition, paving, grading, drainage, water (as necessary), erosion/pollution prevention, signing and pavement marking, details, specifications and cross-sections as necessary for the project.
- Consultant shall prepare technical specification for the civil engineering design components for use during bidding, as necessary.



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Task 8 – Construction Documents - Consultant shall perform the following:

- Attendance at up to two (2) meetings with the Client/Owner.
- Upon receipt of formal approval of preliminary engineering design, Consultant shall prepare design development plans for construction demolition, paving, grading, drainage, water (as necessary), erosion/pollution prevention, signing and pavement marking, details, specifications and cross-sections as necessary for the project.
- Consultant shall prepare technical specification for the civil engineering design components for use during bidding, as necessary.

Task 9 – Bid/Permitting – Consultant shall perform the following:

- Attendance at meetings with Regulatory Agencies necessary for permitting.
- Consultant shall prepare submittal packages and submit for government permits with the appropriate calculations and back-up to the following agencies:
 - Palm Beach County Development Department
 - Palm Beach County Building Department
 - Palm Beach County Utilities for water and sewer
 - Palm Beach County Health Department
 - Palm Beach County Fire Department
 - Seminole Improvement District
 - South Florida Water Management District
- Coordination of response to comments for site plan processing and necessary resubmittals through site plan approval.

Task 10 - Construction Administration – Consultant shall perform the following:

- A. Pre-construction** - Consultant shall attend pre-construction conference meetings, review material shop drawings, and assist contractor prior to commencement of construction.
- B. Construction Observation** – Consultant shall provide general observation of the work and confirmation that the design intent is met in the field. Field reports will be issued to Client after site visits are performed. We have estimated a total of ten (10) visits for the site construction period prior to substantial completion. After the budgeted visits have been used, additional visits shall be provided upon written Client authorization and invoiced on an hourly basis.
- C. Construction Closeouts and Statements of Work Completion** – Consultant shall prepare a statement of work completion, review “as-built” drawings of the project, and certify that the project has been implemented as required by regulatory agencies for utilities and stormwater management. Consultant shall have up to two (2) site walk through meetings to generate an initial punch list and verify that punch list items were completed.



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The basis for the above scope of services and associated fee(s) are based on the following:

- The Project is in Westlake, Palm Beach County, Florida.
- Site Plan Approvals are excluded from this Scope of Work.
- Consultant shall provide services from Schematic Design through Final Completion for the Project.
- All work shall comply with applicable zoning and building codes.
- Structural, mechanical, electrical, and plumbing design are excluded from this scope of services. Consultant assumes the design team structural and MEP engineers will be available to provide electrical supply design for irrigation and structural design for signage.
- Grease traps shall be sized and provided to CMA by Client's MEP Engineer.
- Project shall not seek LEED certification. This service is subject to Additional Services should the Owner change the Scope during the course of the Project.
- Fee includes reimbursable expenses such as printing and travel. Printing costs include a maximum of five (5) plan sets for each submittal.

Information to be provided by client

- A digital file in AutoCAD 2010 or more current format of the proposed site plan.
- A letter from the property owner granting access to the site and giving approval for Consultant to perform the services listed below.
- Topographic and Boundary survey including detailed information on the existing systems on the adjacent site
- A tree survey meeting the minimum standards of Palm Beach County.
- Filing and permit application fees, review fees, impact fees or any other associated assessments by other governments/agencies.
- Copies of all relevant data, including correspondence, traffic reports, plans or information in Client's possession which may be beneficial to the work effort performed by Consultant.
- Previous reports and assessments and legal description of the site.



&ASSOCIATES

500 Australian Avenue S., Ste. 530
West Palm Beach, FL 33401
Phone: (561) 746-6900
Fax: (561) 746-8333
www.chenmoore.com

SCHEDULE AND FEES

Consultant shall schedule work upon receipt of signed approval for this project as required.
The total lump sum fee for this project will be divided as follows:

<u>Task(s)</u>	<u>Task Description</u>	<u>Lump Sum Fees</u>	<u>Hourly NTE Fees</u>	<u>Total Fees</u>
	<i>PLANNING/LANDSCAPE ARCHITECTURE</i>			
Task 1	Schematic Design	\$2,900.00	\$0.00	\$2,900.00
Task 2	Design Development	\$5,800.00	\$0.00	\$5,800.00
Task 3	Construction Documents	\$2,900.00	\$0.00	\$2,900.00
Task 4	Bid/Permitting	\$725.00	\$0.00	\$725.00
Task 5	Construction Administration	\$2,175.00	\$0.00	\$2,175.00
	<i>LANDSCAPE ARCHITECTURE TOTAL</i>	<i>\$14,500.00</i>	<i>\$0.00</i>	<i>\$14,500.00</i>

	<i>CIVIL ENGINEERING</i>			
Task 6	Schematic Design	\$6,825.00	\$0.00	\$6,825.00
Task 7	Design Development	\$13,650.00	\$0.00	\$13,650.00
Task 8	Construction Documents	\$11,375.00	\$0.00	\$11,375.00
Task 9	Bid/Permitting	\$6,825.00	\$0.00	\$6,825.00
Task 10	Construction Administration	\$6,825.00	\$0.00	\$6,825.00
	<i>CIVIL ENGINEERING TOTAL</i>	<i>\$45,500.00</i>	<i>\$0.00</i>	<i>\$45,500.00</i>

Reimbursable expenses for mileage and report preparation have been included in the lump sum fees.

Should you have any questions, please do not hesitate to contact me at my office at (561) 746-6900 x 1078, my cell phone at (772) 486-9250 or send me an electronic message at cbetancourt@chenmoore.com.

Respectfully submitted,

CHEN MOORE AND ASSOCIATES
Cristobal Betancourt
Director – Landscape Architecture/Planning

CAB/pmm
Attachment(s): Exhibit A
2016 CMA Rate Schedule



500 Australian Avenue S., Ste. 530
West Palm Beach, FL 33401
Phone: (561) 746-6900
Fax: (561) 746-8333
www.chenmoore.com

EXHIBIT A

AGREEMENT FOR PROFESSIONAL SERVICES - WORK AUTHORIZATION

CMA Project Name: **Palm Beach County – Fire Rescue Station 22**

Client Name: **Stephen L. Boruff, AIA, Architects and Planners, Inc**

Client Contact: **Mr. Stephen L. Boruff, AIA**

Client Address: **901 Northpoint Parkway, Suite 101, West Palm Beach, FL 33407**

Client Phone/Fax: **(561) 471-8520**

Client E-mail: **sboruff@sba-arch.com**

CMA Project No. **P16.570**

Agreement Date: **July 28, 2016**

FEE: Planning/Landscape Architecture - Lump Sum of **\$14,500.00**
Civil Engineering - Lump Sum of **\$45,500.00**

RETAINER: N/A

Notice to Owner: The Palm Beach County is the owner of the site. The Client is the prime consultant for the Project.

The undersigned agree to the attached General Conditions/Provisions which are incorporated and made a part of this Agreement. Any additional requested services will be addressed in a separate agreement.

CHEN MOORE AND ASSOCIATES (CONSULTANT)

Authorized Signature

Print Name/Title

Date

STEPHEN L. BORUFF, AIA, ARCHITECTS AND PLANNERS, INC (CLIENT)

Authorized Signature

Print Name/Title

Date



500 Australian Avenue S., Ste. 530
West Palm Beach, FL 33401
Phone: (561) 746-6900
Fax: (561) 746-8333
www.chenmoore.com

2016 Labor Rate Schedule

Title	Hourly Rate
Principal	\$250.00
Project Director	\$190.00
Senior Project Manager	\$170.00
Project Manager	\$155.00
Senior Engineer	\$140.00
Senior Construction Specialist	\$130.00
Senior Landscape Architect	\$125.00
Senior Planner	\$125.00
Project Engineer	\$125.00
Associate Engineer	\$115.00
Senior Designer	\$105.00
Project Landscape Architect	\$100.00
Project Planner	\$100.00
Associate Landscape Architect	\$85.00
Associate Planner	\$85.00
Engineer	\$85.00
Designer	\$85.00
Construction Specialist	\$85.00
Senior Technician	\$75.00
Technician	\$65.00
Clerical	\$60.00
Engineering Intern	\$60.00

2016 Expense Rate Schedule

Type	Rate per Sheet
8 ½ X 11 Black & White	\$.15
8 ½ X 11 Color	\$ 1.00
11 X 17 Black & White	\$.30
11 X 17 Color	\$ 2.00
24 X 36 Black & White	\$ 3.00
24 X 36 Color	\$ 18.00
<u>Other</u>	
Mileage	\$.56 per mile
Density Tests	\$ 30.00 each

NOTE: These rates are subject to change after December 31, 2016.



JOHNSON, LEVINSON,
RAGAN, DAVILA, INC.
CONSULTING ENGINEERS

1450 Centrepark Boulevard, Suite 350
West Palm Beach, FL 33401
(561) 689-2303 • (561) 689-2302 Fax
www.jlrdinc.com

July 20, 2016 (REV1 August 4, 2016)

Mr. Stephen L. Boruff, AIA
Stephen Boruff, AIA Architects and Planners, Inc.
901 Northpoint Parkway, Suite 101
West Palm Beach, FL 33407

Re: Fire Station #22

Dear Steve,

We are pleased to submit the following proposal for professional services in conjunction with HVAC, electrical, plumbing, and fire protection designs for the above referenced project, located in Palm Beach County, Florida.

Johnson, Levinson, Ragan, Davila, Inc. (JLRD), hereinafter referred to as the Engineer, proposes to furnish professional services for **Stephen Boruff, AIA Architects and Planners, Inc.**, hereinafter referred to as the Client for the Scope of Services outlined below, and included in attached Exhibit "A", for the fees stipulated herein.

SCOPE OF SERVICES

The Engineer will perform the following:

1. Attend pre-design, 30%, 60%, and 90% design review meetings with the Client and/or Owner.
2. Prepare design drawings and specifications setting forth the requirements for construction, as outlined in the 'Scope Considerations' worksheet, dated July 14, 2016. A description of the general Scope of Work to be performed is as follows:
 - A. *Provide design of the HVAC system, based on DX equipment. Design will provide for sizing of equipment, routing of ductwork, and placement of air devices. Provide Client with recommended standard efficiency unit, and option to upgrade to high efficiency unit, along with payback (life cycle cost) analysis. In addition, required supply and exhaust fans and ducts will be designed to support the range hood in the kitchen. The hood will be designed by a supplier/vendor.*
 - B. *Provide complete plumbing design including sanitary waste and vent piping, domestic water distribution, and specifying fixtures.*
 - C. *Provide complete electrical design for power, lighting, and fire alarm systems, including a standby emergency generator and lightning protection system. Outlet boxes and empty raceways will be provided for telecommunications, cable TV, intrusion detection, access control, and video surveillance, and required PA systems. JLRD will coordinate with the*

Mr. Stephen L. Boruff, AIA
July 20, 2016 (REV1 August 4, 2016)
Page – 2

Re: Fire Station #22

Owner's vendors/installers for these systems to confirm outlet box locations, raceways, and spaces for equipment.

- D. Provide fire protection design, performance based, with levels of hazard indicated on the drawings. A fire suppression system shall be specified on the kitchen hood.*
 - E. Provide coordination with respective traffic department for indicating traffic signalization requirements on the construction documents.*
 - F. The design is intended to be LEED compliant, without certification. Sustainable design practices will be employed, but completion of LEED templates is not required, and is therefore not included.*
 - G. It is our understanding the "Design Intent Report" would be provided only at the schematic design phase.*
 - H. Design services include system connectors to the 'Convault' fueling station only. Pumps and equipment required on the unit will be sized and provided from the factory. All equipment sizes will be provided to the Engineer.*
- 3. Respond to permit review comments, answer RFI's from the field, and review shop drawings and equipment documentation as submitted by the Contractor for general conformance with the design documents.
 - 4. Conduct four site visits during construction to attend progress meetings, and to observe the progress and compliance with the documents.
 - 5. Additional services mutually agreed upon.

LEADERSHIP IN ENERGY AND ENVIRONMENTAL DESIGN (LEED)

This project does not include engineering effort associated with obtaining LEED Certification.

ITEMS SPECIFICALLY EXCLUDED FROM THE SCOPE OF SERVICES

- 1. Identification of and/or abatement design for hazardous materials.
- 2. Field verification of existing concealed conditions.
- 3. Water flow tests for fire sprinklers.
- 4. Changes in design documents due to Value Engineering.

Mr. Stephen L. Boruff, AIA
July 20, 2016 (REV1 August 4, 2016)
Page - 3

Re: Fire Station #22

ITEMS TO BE FURNISHED BY CLIENT AT NO EXPENSE TO THE ENGINEER

Assist the Engineer by furnishing at no cost to the Engineer, all available pertinent information including, but not by way of limitation, previous studies, drawings, specifications, test reports, and any other data relative to performance of the above services for the project.

Designate a person to act as the Client representative with respect to the services to be performed under this Agreement. Such person shall have complete authority to transmit instruction, receive information, interpret and define the Client policies and decisions with respect to materials, equipment, and systems pertinent to the Engineer's services.

The Client acknowledges the Engineers Construction Documents as instruments of Professional Service. All reports, plans, specifications, field data and notes, including documents on electronic media prepared by the Engineer, are the property of the Engineer. Where the Client receives copies of this information for record purposes, it shall not be reused or be modified without the prior written authorization of the Engineer.

TIME OF PERFORMANCE

The Engineer will perform his services with due and reasonable diligence, consistent with sound professional practices and the timely receipt of information necessary for performing the agreed to services.

FEES TO BE PAID

For items 1 through 4 of the Scope of Services, the Engineer shall be paid a lump sum fee of Forty One Thousand Eight Hundred Dollars (\$41,800.00).

For Mutually Agreed Upon Additional Services, the Engineer shall be paid an hourly fee based upon the attached Rate Schedule. See Exhibit "A".

Our fee includes all expenses for mileage and reproduction for up to five (5) sets of signed and sealed drawings.

Invoices for services rendered are prepared monthly and are due and payable within thirty (30) days from date of the invoice. Past due statements shall include interest from the date of invoice at a compound rate of one (1) percent per month. Invoices which are past due for more than forty-five (45) days will necessitate suspension of engineering services until such invoices are reconciled.

In the event legal action is necessary to enforce the payment provisions of the agreement, the design professional shall be entitled to collect from the Client, any judgment or settlement sums due, reasonable attorney's fees, court costs, and expenses incurred by the design professional in connection therewith, and in addition, the reasonable value of the design professional's time and expenses spent in connection with such collection action, computed at the design professional's prevailing fee schedule and expense policies.

Mr. Stephen L. Boruff, AIA
July 20, 2016 (REV1 August 4, 2016)
Page - 4

Re: Fire Station #22

Any provision of this agreement which may later be held to be unenforceable for any reason shall be deemed void, however, all remaining provisions shall continue in full force and effect.

Payment of invoices is in no case subject to unilateral discounting or set-offs by the Client, and payment of invoices is due regardless of suspension or termination of this agreement by either party.

This contract shall be governed by the laws of the State of Florida, and the appropriate venue for any actions arising out of the agreement would be West Palm Beach, Florida.

Should the Engineer be required to provide testimony, research or production of document for any legal action or dispute, the Engineer shall be compensated for the time expended as an expert witness.

The Client and the Engineer shall each effect and maintain insurance to protect themselves from claims under worker's compensation acts; claims for damages because of bodily injury including personal injury, sickness or disease, or death of any of their employees or of any person other than their employees, and from claims for damages because of injury to or destruction of tangible property including loss of use resulting therefrom.

The Engineer shall maintain professional liability insurance and when specifically requested by the Client, provide evidence of same.

PROBABLE CONSTRUCTION COSTS

Statements of the probable costs of construction are NOT included under "Basic Services".

TERMINATION

This Agreement may be terminated by either party by giving thirty (30) days advance written notice. The Engineer shall be paid for services rendered to the date of termination on the basis of a reasonable estimate of the portion of services completed prior to termination, and shall be paid for all reasonable expenses resulting from such termination and for any unpaid reimbursable expenses.

MODIFICATIONS AND ADDITIONS TO EXISTING SYSTEMS

Because of the Engineer's many years of background and experience in design and construction, the Engineer is qualified to make recommendations and designs which, in the Engineer's opinion, will meet the needs of the situation. These services will be performed to the best of the Engineer's skill and ability and commensurate with the economics of the situation. Although the documented components of the existing systems to be modified can be analyzed, the actual components of the existing systems cannot be fully determined because the Engineer was not present during fabrication or construction, and therefore is not responsible for unforeseen conditions which affect final construction.

Mr. Stephen L. Boruff, AIA
July 20, 2016 (REV1 August 4, 2016)
Page – 5

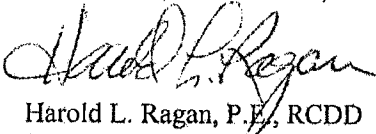
Re: Fire Station #22

ACCEPTANCE

Acceptance of this proposal may be indicated by the signature of a duly authorized official of the Client in the space provided below. One (1) signed copy of this proposal returned to the Engineer will serve as an Agreement between the two (2) parties and as a Notice to Proceed (unless indicated otherwise by the Client). This contract will be binding on the parties hereto. Should this proposal not be accepted within a period of thirty (30) days from the above date, it shall become null and void. Should this document not be executed and returned to us, all parties acknowledge and agree that "authorization to proceed" through any other means constitutes formal acceptance of all terms and conditions herein.

Very truly yours,

JOHNSON, LEVINSON, RAGAN, DAVILA, INC.


Harold L. Ragan, P.E., RCDD
Vice President

HLR/bev

Enc.

Accepted by:

Signature

Date

Designated Client Representative

(Print or Type Name)

JOHNSON, LEVINSON, RAGAN, DAVILA, INC.

Consulting Engineers

RATE SCHEDULE

EXHIBIT 'A'

	<u>PER HOUR</u>
PRINCIPAL	\$180.00
PROJECT ENGINEER (P.E.)	\$150.00
ENGINEER	\$110.00
SENIOR DESIGNER	\$ 95.00
DESIGNER	\$ 85.00
DRAFTSPERSON	\$ 65.00
CLERICAL	\$ 55.00

Structural Engineers

Special Inspectors

O'Donnell, Naccarato, Mignogna & Jackson, Inc.

July 26, 2016

Mr. Steve Boruff

Stephen L. Boruff Architects
901 Northpoint Parkway, Suite 101
West Palm Beach, FL 33407-1941

**Re: Fire Station No. 22
Palm Beach County, FL
Project No.: 137.121**

We are pleased to submit the following proposal for Consulting Structural Engineering Services for the subject project. Our proposal is based on information supplied by your office. This project consists of the structural design and drafting of a one-story 10,000.00 sq. ft. four bay fire station.

Our services during the **schematic design phase** will include the following:

1. Consult with the Architect to determine project goals and requirements.
2. Develop narrative or other media that illustrate the concepts of the design.

Our services during the **design development phase** will include the following:

1. Provide drawings that specify design elements.
2. Produce floor plans and sections that provide structural sizes and outline material specifications.

Our services during the **construction document phase** will include the following:

1. Preparation of structural drawings, which will be signed and sealed for building permit application.

Our services during **construction administration phase** will include the following:

1. Review of structural shop drawings only for their general conformance with the design concept of the project.
2. Make up to (4) field visits/meetings to the site during construction when requested by the client.
3. Responding to the Building Department or construction questions.

Our fee for these services will be broken down as follows:

Schematic Design	\$ 2,000.00
Design Development	\$ 6,000.00
Construction Documents	\$ 7,400.00
Permitting	\$ 600.00
Construction Administration	\$ 4,000.00
Total	\$20,000.00

If additional field visits during construction are required, they will be billed on an hourly basis, plus expenses, but only if requested by the client.

A conventional spread footing foundation system will be used. If deep foundations, grade beams or structurally supported slabs are required, our fee will increase by \$8,000.00.

We will invoice for the expense of all reproductions. For reimbursable expenses such as air travel, mileage to and from the job site, FedEx ground service unless the client or time restraints require a courier service or Federal Express, will be invoiced with a multiplier of 1.2.

Request for substitutions, repair details, design changes during construction will be hourly or lump sum additional services.

This proposal is valid for six (6) months from the date issued. If work is stopped for more than three (3) months, additional fees will be required to restart the project. Additional services beyond the scope of this proposal may be provided on a flat fee basis or on an hourly basis.

Our hourly rates are as follows:

RATE SCHEDULE

Principal	\$180.00/ hour
Project Manager	\$140.00/ hour
Senior Engineer	\$120.00/ hour
Project Engineer	\$110.00/ hour
CADD Operator	\$ 85.00/ hour

The prevailing rates and contract amount shall be effective on January 1, 2016 and are expected to remain as stated through December 31, 2016. Should circumstances require an adjustment to these rates prior to December 31, 2016, 30 days written notification shall be submitted in advance of the effective date of change.

Payment is due upon receipt of services.

Contract Terms:

1. A Geotechnical Engineer will be retained by others and we will coordinate our foundation design with his findings.
2. Design of sheathing, shoring, scaffolding, formwork and other means and methods of construction will be provided by engineers retained by the contractors.
3. Our fee will be increased for revisions of design or drawings to suit changes after work is released for pricing or permits.
4. Miscellaneous iron items such as stairs, ladders, catwalk and railings will be designed and signed and sealed by the fabricator's engineer and reviewed by O'Donnell, Naccarato, Mignogna & Jackson, Inc.
5. Services related to mold, asbestos materials, detection, modification or process will be provided by others.
6. The creation of record documents, which generally include incorporation of RFI information into our drawings or construction related changes to contract documents, is considered additional services.

PURSUANT TO F. S. 558, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

If the Client requests in writing that our firm provide any specific construction phase services and if our firm agrees in writing to provide such services, then we shall be compensated as Additional Services as provided for in this contract.

In the event of a claim of breach of contract or professional negligence the client agrees that the liability of O'Donnell, Naccarato, Mignogna & Jackson, Inc. and its professionals, employees, consultants and inspectors is limited to the amount of the fee or applicable limits of professional liability insurance, whichever is lesser.

The General Contractor is solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. O'Donnell, Naccarato, Mignogna & Jackson, Inc. and its professionals, inspectors and employees are not responsible for the means and methods of construction or for related safety precautions and programs.

Payment for services is your direct obligation and is not contingent upon any other payment schedules pursuant to other contracts or financial arrangements. If payment is not received within 30 days of your receiving our invoice, you agree to actively participate with us in our efforts to collect our fee directly from your client. Also, we have the option to cease providing services during that time and we cannot be held responsible for costs generated by our work stoppage.

Fire Station No. 22
July 25, 2016
Page 3 of 3

Please call if you have any questions or if additional information is required. Kindly indicate your acceptance by signing and returning this document within ten (10) days. Should this document not be executed and returned to us, all parties acknowledge and agree that "authorization to proceed" through any other means constitutes formal acceptance of all terms and conditions contained herein.

O'DONNELL, NACCARATO, MIGNOGNA & JACKSON, INC.

Dwayne R. Jackson, P.E.
President

DRJ/cw

ACCEPTED BY _____ DATE _____

NAME _____ TITLE _____

OWNER and BUILDER CONSULTANTS, INC.

Construction Consulting

5689 Native Dancer Road South
Palm Beach Gardens, FL 33418-7733
Phone: (561) 627-5719
Cell: (561) 358-4266

July 21, 2016

Mr. Stephen L. Boruff
Stephen Boruff Architects + Planners, Inc.
901 Northpoint Parkway, Suite 101
West Palm Beach, FL 33407

Via e-mail to: SBORUFF@SBA-ARCH.COM

Re: Proposal for Construction Cost Estimating Services
Palm Beach County Fire-Rescue 4-Bay Station #22
Minto West Development
Palm Beach County, FL

Dear Steve:

Per your request, we propose to provide construction cost estimating services for your referenced project, in three phases, as follows:

- | | |
|--|--------------------|
| 1. Schematic Design Phase | \$ 2,200.00 |
| 2. Design Development Phase | \$ 3,200.00 |
| 3. Construction Documents Phase: | <u>\$ 2,800.00</u> |
| Total Fees: | \$ 8,200.00 |

I hope this proposal is acceptable. I look forward to working with you, and providing the professional services to help make your project a success.

Sincerely,

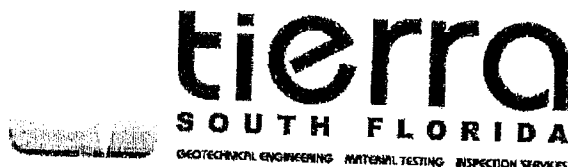


H. Gary Cook
President

Accepted:
Stephen Boruff Architects + Planners, Inc.

By: _____ Date: _____

Name: _____ Title: _____



July 27, 2016
July 25, 2016

Stephen Boruff, AIA Architects+Planners
901 Northpoint Parkway, Suite 101
West Palm Beach, Florida 33407

Attn: Mr. Stephen Boruff, AIA

Re: **Proposal for Geotechnical Services**
Proposed Minto West-Fire Station #22
Palm Beach County, Florida
TSF Proposal No.: 1607-380 Revised

Dear Stephen:

As requested, Tierra South Florida, Inc. (TSF) is pleased to submit this proposal for the above-referenced project. It is our understanding that the project will include the construction of a one-story Fire Rescue Station in Minto West (Westlake), Palm Beach County, Florida. This proposal includes an outline of our proposed scope of work, an estimate of the total fees, and our anticipated schedule for completion of the work.

PROJECT INFORMATION

We understand that the proposed construction will include a one-story facility and associated parking areas. We understand that the proposed building will cover an area of 10,000 square feet. For the purpose of this proposal, we assume that maximum column and wall loads will be on the order of 250 kips and 3.5 kip per linear feet. Floor slab will be 125 psf also assumed.

PROPOSED SCOPE OF WORK

As requested, we will perform five (5) Standard Penetration Test (SPT) borings to a depth of 25 feet below existing grade in the building pad area, four (4) auger borings to 10 feet in the parking lot, and 2 percolation tests as per SFWMD standards.

Within the SPT boring, disturbed sample collection will be performed in general accordance with the requirements of ASTM D 1587. Prior to mobilizing to the project site, TSF will notify the local utility companies and request that underground utilities be marked. Our experience, however, is that the utility companies will not mark privately owned utilities. Our proposal assumes that

private utility lines will be located in the field by others prior to mobilization of the drill rig. TSF will recommend a utility line locating service upon request. Elevations at boring locations can be interpreted from topographic plans if furnished by others.

Upon completion of the field exploration, laboratory testing will be performed on selected samples. A geotechnical engineer will evaluate the results of all drilling and laboratory testing. A report will be issued that contains the exploration data, a discussion of the site and subsurface conditions, geotechnical related recommendations for foundation and pavement design, and a discussion of some construction considerations.

ESTIMATED FEES

It is proposed that the fee for the performance of the services outlined above is determined on a unit price basis in accordance with the attached Fee Schedule. On the basis of the proposed quantities, it is estimated that the total fee will be approximately **\$5,307.50**.

Our estimate covers the work needed to present our findings and recommendations in a formal report. Not included are reviews of foundation drawings, preparation of construction specifications, special conferences and any other work requested after submittal of our report.

This estimated fee assumes that the site is readily accessible to our truck-mounted drilling equipment. Any bulldozer or wrecker services required to provide access pathways or mobility assistance to our truck-mounted drill rig are not included in this proposal.

Boring, sampling, and testing requirements are a function of the subsurface conditions encountered. Therefore, the estimated fee previously indicated is approximate, and compensation for the exploration will be based on the actual work and tests performed. We will endeavor to keep the exploration cost at a minimum consisting with good engineering practice.

SCHEDULE AND AUTHORIZATION

TSF will proceed with the work after receipt of a signed copy of this proposal. With our present schedule, we can commence work within several days of project approval (weather permitting) and fieldwork is expected to take two days to complete. The written report can be submitted in about 1 week after completion of the field exploration, depending on the extent of the laboratory-

testing program. Verbal preliminary recommendations can be made to appropriate parties prior to submittal of the written report.

We at TSF, Inc. appreciate the opportunity to submit this proposal and look forward to working with you on this project. If you should have any questions concerning our proposal, please contact our office.

Respectfully submitted,

TIERRA SOUTH FLORIDA, INC.


Francois Thomas, P.E.
Vice President

FT:

Attachments: 1. Fee Breakdown
2. General Conditions

AUTHORIZED BY:	INVOICE TO:
Firm:	Firm:
Name:	Name:
Title:	Address:
Date:	Phone #:
	Fax #:

TIERRA SOUTH FLORIDA, INC.
ATTACHMENT
FEE SCHEDULE FOR GEOTECHNICAL SERVICES

	Unit	# of Units	Unit Price		Total
I. FIELD INVESTIGATION					
Mobilization of Men and Equipment					
Truck-Mounted Equipment	Trip	1	\$	300.00	\$ 300.00
Standard Penetration Test Borings (By Truck-Mounted Equipment)					
0 - 50 ft depth	L.F.	125	\$	12.00	\$ 1,500.00
50 - 100 ft depth	L.F.	0	\$	14.00	\$ 0.00
Grout-Seal Boreholes (By Truck-Mounted Equipment)					
0 - 50 ft depth	L.F.	125	\$	5.50	\$ 687.50
50 - 100 ft depth	L.F.	0	\$	6.50	\$ 0.00
Auger Borings	L.F.	40	\$	9.00	\$ 360.00
Percolation Tests	Each	2	\$	275.00	\$ 550.00
II. LABORATORY TESTING					
Visual Examination by Project Engineer	Hour	2	\$	100.00	\$ 200.00
Natural Moisture Content Tests	Test	4	\$	10.00	\$ 40.00
Grain-Size Analysis - Full Gradation	Test	2	\$	65.00	\$ 130.00
Corrosion Series	Test	0	\$	185.00	\$ 0.00
Organic Content Tests	Test	2	\$	35.00	\$ 70.00
III. FIELD ENGINEERING AND TECHNICAL SERVICES					
Site Recon./Utility Coordination Sr. Engineering Technician	Hour	4	\$	65.00	\$ 260.00
IIIA. ENGINEERING AND TECHNICAL SERVICES					
Principal Engineer	Hour	0	\$	145.00	\$ 0.00
Senior Geotechnical Engineer	Hour	1	\$	125.00	\$ 125.00
Project Engineer	Hour	8	\$	115.00	\$ 920.00
Draftperson	Hour	2	\$	60.00	\$ 120.00
Administrative Assistant	Hour	1	\$	45.00	\$ 45.00
TOTAL FEE FOR GEOTECHNICAL SERVICES =				\$	5,307.50



August 9, 2016

Stephen Boruff
Stephen Boruff, AIA Architects + Planners, Inc.
901 Northpoint Parkway, Suite 101
West Palm Beach, Florida 33407

RE: Town of Westlake – Palm Beach County Fire Station No. 22

Dear Mr. Boruff:

Thank you for selecting GeoPoint Surveying, Inc. to provide Survey services for the above referenced project. Our services under this proposal, which will turn into a binding contract upon your signature ("**Contract**"), are as follows:

Scope of Services:

A. Boundary and Topographic Survey:

Provide necessary field and office work to prepare a boundary, topographic survey for Stephen Boruff, AIA Architects + Planners, Inc. ("**Client**"), (Approximately 50' grid, or as necessary to define terrain – with a minimum of a 25' overlap), within the project area, excluding wetland areas, for the above referenced project in accordance with the Minimum Technical Standards set forth by the Florida Board of Professional Land Surveyors in Chapter 5J-17 Florida Administrative Code, pursuant to Section 472.027 Florida Statutes. We will locate visible and accessible utilities; all others will be shown as reported by utility companies, if applicable. Offsite topographic surveying is not included and is subject to additional fees. This proposal does not include any surveying of those areas within mangroves, wetlands, or other protected areas.

Lump Sum: \$1,200.00

If this proposal meets with your approval, please execute the acceptance below and return one copy for our files. We certainly look forward to working with you on this project.

Sincerely,

GeoPoint Surveying, Inc.

By:

(Authorized Signature)

Gary A. Rager, P.S.M.
Vice President
Director of East Coast Operations
(Print Name and Title)

**Accepted By:
Stephen Boruff, AIA Architects +
Planners, Inc.**

By:

(Authorized Signature)

(Print Name and Title)

R:\Contracts - East Coast\Westlake Fire Station\Stephen Boruff, AIA Arch & Planners\bdy & topo revised at.GAR 08.09.16

4152 W. Blue Heron Boulevard, Suite 105, Riviera Beach, Florida 33404
Tel: 561) 444-2720 • Fax: (813) 248-2266
www.geopointsurvey.com

EXHIBIT B

SBE SCHEDULE 1 & 2s

SCHEDULE 1
LIST OF SBE-M/WBE PARTICIPATION

PROJECT NAME: Fire Rescue Station #22

PROJECT NO.: 16211

NAME OF PRIME: Stephen L. Boruff, AIA, Architects + Planners, Inc.

ADDRESS: 901 Northpoint Parkway, Suite 101, West Palm Beach, FL 33407

CONTACT PERSON: Stephen L. Boruff

THIS DOCUMENT IS TO BE COMPLETED BY THE PRIME. PLEASE LIST THE NAME, CONTACT INFORMATION AND DOLLAR AMOUNT AND/OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SBE -M/WBE's ON THIS PROJECT. IF THE PRIME IS AN SBE-M/WBE, PLEASE ALSO LIST THE NAME, CONTACT INFORMATION AND DOLLAR AMOUNT AND/OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME ON THIS PROJECT. THE PRIME AFFIRMS THAT IT WILL MONITOR THE SBES LISTED TO ENSURE THE SBES PERFORM THE WORK WITH ITS OWN WORKFORCE.

(Check one or both Categories)			DOLLAR AMOUNT				
Name	<u>M/WBE</u>	<u>SBE</u>	Black	Hispanic	Women	Caucasian	Other
	Minority Business	Small					(Please Specify)
1. Stephen L. Boruff, AIA, Architects + Planners, Inc.	<input type="checkbox"/>	<input checked="" type="checkbox"/>				\$233,890.00	
2. Chen Moore and Associates	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>					\$60,000.00
3. O'Donnell, Naccarato, Mignogna & Jackson, Inc.	<input type="checkbox"/>	<input checked="" type="checkbox"/>				\$20,000.00	
4. Tierra South Florida	<input checked="" type="checkbox"/>	<input type="checkbox"/>					\$5,308.00
5. Johnson, Levinson, Ragan, Davila, Inc.	<input type="checkbox"/>	<input checked="" type="checkbox"/>				\$41,800.00	

(Please use additional sheets if necessary)

Total-Price \$ 375,398.00

Total SBE-M/WBE Participation Dollar Amount \$ 360,998.00

I hereby certify that the above information accurate to the best of my knowledge:

Signature

President/Owner

Title

- NOTE: 1. The amount listed on this form for a SBE-M/WBE Prime or Subcontractor must be supported by price or percentage listed on the signed Schedule 2 or signed proposal in order to be counted toward goal attainment.
2. 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 and/or percentage under the appropriate category.
3. 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. 16211 PROJECT NAME: Fire-Rescue Station #22

TO: Stephen L. Boruff, AIA, Architects + Planners, Inc.
(Name of Prime Consultant)

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

Small Business Enterprise x

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

Date of Palm Beach County Certification: 6/19/2014

The undersigned is certified by the State of Florida:

Minority Business Enterprise x

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

Civil Engineering, Landscape Architecture & Irrigation

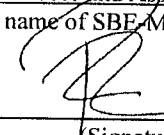
at the following price \$ 60,000.00
(Subconsultant's fee)

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

If undersigned intends to sub-subcontract any portion of this subcontract to a non-certified SBE subconsultant, the percentage 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 services to other consultants.

Chen Moore and Associates
(Print name of SBE-M/WBE Subconsultant)

By: 
(Signature)

Peter Moore, P.E., LEED AP, F.ASCE, President
(Print name/title of person executing on behalf of SBE-M/WBE Subconsultant)

Date: August 8, 2016

**Palm Beach County
Office of Small Business Assistance**

Certifies That

Chen Moore and Associates, Inc.

Vendor # CHEN0004

*is a Small Business Enterprise as prescribed by section 2-80.21 – 2-80.35 of the Palm Beach
County Code for a three year period from June 19, 2014 to June 18, 2017*

The following Services and/or Products are covered under this certification:

**Civil Engineering
Environmental Engineering
Landscape Architecture
Mechanical Engineering**

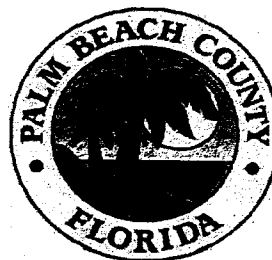
Palm Beach County Board of County Commissioners

Priscilla A. Taylor, Mayor
Paulette Burdick, Vice Mayor
Hal R. Valeche
Shelley Vana
Steven L. Abrams
Mary Lou Berger
Jess R. Santamaria

County Administrator
Robert Weisman
Deputy County Administrator
Verdenia C. Baker


Allen F. Gray, Manager

06/19/2014



State of Florida

Minority, Women & Florida Veteran Business Certification

Chen Moore and Associates

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:

02/26/2016 to 02/26/2018




Chad Pappell, Secretary
Florida Department of Management Services



SCHEDULE # 2

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

PROJECT NO. 16211 PROJECT NAME: Fire-Rescue Station #22

TO: Stephen L. Boruff, AIA, Architects + Planners, Inc.
(Name of Prime Consultant)

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

Small Business Enterprise X

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

Date of Palm Beach County Certification: July 18, 2014 - July 17, 2017

The undersigned is certified by the State of Florida:

Minority Business Enterprise _____

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):

Structural Engineering

at the following price \$20,000.00
(Subconsultant's fee)

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

If undersigned intends to sub-subcontract any portion of this subcontract to a non-certified SBE subconsultant, the percentage 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 services to other consultants.

ONM&J, Inc.
(Print name of SBE-M/WBE Subconsultant)

By: 
(Signature)

Dwayne R. Jackson, President
(Print name/title of person executing on behalf of SBE-M/WBE Subconsultant)

Date: 8/9/16

**Palm Beach County
Office of Small Business Assistance**

Certifies That

O'Donnell, Naccarato, Mignogna & Jackson, Inc.

Vendor # VC0000122481

*is a Small Business Enterprise as prescribed by section 2-80.21 – 2-80.35 of the Palm Beach
County Code for a three year period from July 18, 2014 to July 17, 2017*


The following Services and/or Products are covered under this certification:

**Inspecting, General/Engineering
Structural Engineering**

Palm Beach County Board of County Commissioners

Priscilla A. Taylor, Mayor
Paulette Burdick, Vice Mayor
Hal R. Valeche
Shelley Vana
Steven L. Abrams
Mary Lou Berger
Jess R. Santamaria

County Administrator
Robert Weisman
Deputy County Administrator
Verdenia C. Baker


Allen F. Gray, Manager
06/03/2014



SCHEDULE # 2

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

PROJECT NO. 16211 PROJECT NAME: Fire-Rescue Station #22

TO: Stephen L. Boruff, AIA, Architects + Planners, 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 _____

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

Date of Palm Beach County Certification: _____

The undersigned is certified by the State of Florida:

Minority Business Enterprise X

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):

Geotechnical Engineering and Material Testing Services

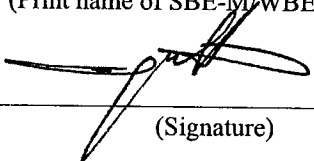
at the following price \$ \$5307.50
(Subconsultant's fee)

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

If undersigned intends to sub-subcontract any portion of this subcontract to a non-certified SBE subconsultant, the percentage 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 services to other consultants.

Tierra South Florida, Inc.
(Print name of SBE-M/WBE Subconsultant)

By: 
(Signature)

Raj Krishnasamy, P.E. / President
(Print name/title of person executing on behalf
of SBE-M/WBE Subconsultant)

Date: 8/9/2016

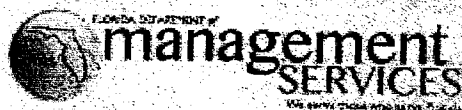
State of Florida


Minority, Women & Florida Veteran Business Certification

Tierra South Florida, Inc.

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:

11/30/2015 to 11/30/2017




Chad Poppell, Secretary
Florida Department of Management Services



SCHEDULE # 2

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

PROJECT NO. _____ PROJECT NAME: Fire Station #22

TO: Stephen Boruff, AIA Architects and Planners, Inc.
(Name of Prime Consultant)

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

Small Business Enterprise X Minority Business Enterprise _____

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

Date of Palm Beach County Certification: 06/26/15

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

Mechanical, Electrical, Plumbing, and Fire Protection Design


at the following price \$41,800.00
(Subconsultant's fee)

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

If undersigned intends to sub-subcontract any portion of this subcontract to a non-certified SBE subconsultant, the amount of any such subcontract must be stated: \$ N/A

The undersigned subconsultant understands that the provision of this form to prime consultant does not prevent subconsultant from providing services to other consultants.

Johnson, Levinson, Ragan, Davila, Inc.
(Print name of SBE-M/WBE Subconsultant)

By: 
(Signature)

Harold L. Ragan, PE, Vice President
(Print name/title of person executing on behalf of SBE-M/WBE Subconsultant)

Date: August 4, 2016



Office of
Small Business Assistance
50 South Military Trail, Suite 202
West Palm Beach, FL 33415
(561) 616-6840
Fax: (561) 616-6850
www.pb.gov.com/osba

**Palm Beach County
Board of County
Commissioners**

Shelley Vana, Mayor
Mary Lou Berger, Vice Mayor
Hal R. Valeche
Paulette Burdick
Steven L. Abrams
Melissa McKinlay
Priscilla A. Taylor

County Administrator
Robert Weisman

"An Equal Opportunity
Affirmative Action Employer"

May 26, 2015

Charles C. Gableman
Johnson, Levinson, Ragan, Davila, Inc.
1450 Centrepark Boulevard, Suite 350
West Palm Beach, FL 33401

Dear Mr. Gableman:

The Palm Beach County Office of Small Business Assistance has completed its review of the documents you submitted for certification and is pleased to announce that your firm has been recertified for **9253130** Electrical Engineering; **92533** Engineer Services, Professional; **92539** Fire Protection Engineering; **92567** Mechanical Engineering Services as a Small Business Enterprise (SBE) for three (3) years, **expiring on June 25, 2018**. You will not receive SBE consideration if you bid in another area.

Your firm shall be subject to the provisions of the Palm Beach County Purchasing Ordinance and all State and Federal laws relating to the transaction of business.

This certification entitles you to participate in contracting opportunities when the products and services offered by your firm are being considered for bid. As an additional service to your firm, you will be included in the Palm Beach County Directory of certified SBE firms. If you wish to have your firm's services changed, please contact our office at (561) 616-6840 for an application to amend your certification.

Your company's certification is subject to periodic review to verify your continued eligibility. Any changes to your business must be reported to OSBA. Your company name and vendor code must be the same in both Purchasing and OSBA. Failure to maintain your firm in accordance with SBE requirements contained in the Palm Beach County Code or failure to report changes in the status of your firm may result in your firm being decertified. Remember, whenever you respond to a County bid you must do so under the name of **Johnson, Levinson, Ragan, Davila, Inc.** with vendor code **VC0000116013**.

Sincerely,

A handwritten signature in cursive script that reads "Pamela Hart Frazier".
Pamela Hart Frazier
Small Business Development Specialist

**Palm Beach County
Office of Small Business Assistance**

Certifies That

JOHNSON, LEVINSON, RAGAN, DAVILA, INC.

Vendor # VC0000116013

*Is a Small Business Enterprise as prescribed by section 2-80.21 – 2-80.35 of the Palm Beach
County Code for a three year period from June 26, 2015 to June 25, 2018*

The following Services and/or Products are covered under this certification:

ELECTRICAL ENGINEERING;

ENGINEER SERVICES, PROFESSIONAL;


FIRE PROTECTION ENGINEERING;

MECHANICAL ENGINEERING SERVICES.

Palm Beach County Board of County Commissioners

Shelley Vana, Mayor
Mary Lou Berger, Vice Mayor
Hal R. Valeche
Paulette Burdick
Steven L. Abrams
Melissa McKinlay
Priscilla A. Taylor

County Administrator
Robert Weisman
Deputy County Administrator
Verdenia C. Baker


Allen F. Gray, Manager

5/26/2015

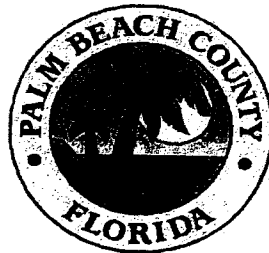


EXHIBIT C

Insurance Certificates

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/08/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Parquette and Associates, Inc. 1475 Collingswood Blvd. Suite F Port Charlotte FL 33948		CONTACT NAME: M. Beth Parquette PHONE (A/C, No, Ext): (941) 235-7776 FAX (A/C, No): (941) 235-3330 E-MAIL ADDRESS: beth@parquetteinsurance.biz																						
INSURED Stephen L. Boruff AIA Architects & Planners, Inc. 901 Northpoint Parkway, #101 West Palm Beach, FL 33407		<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A:</td> <td>Scottsdale Insurance Company</td> <td>10672</td> </tr> <tr> <td>INSURER B:</td> <td>Progressive Insurance Company</td> <td>24252</td> </tr> <tr> <td>INSURER C:</td> <td>Lloyd's of London</td> <td>37982</td> </tr> <tr> <td>INSURER D:</td> <td>Zenith Insurance Company</td> <td>13269</td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Scottsdale Insurance Company	10672	INSURER B:	Progressive Insurance Company	24252	INSURER C:	Lloyd's of London	37982	INSURER D:	Zenith Insurance Company	13269	INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																						
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INSURER D:	Zenith Insurance Company	13269																						
INSURER E:																								
INSURER F:																								

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR		TYPE OF INSURANCE	ADDL SUBR INSR (WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS			
A	<input checked="" type="checkbox"/>	GENERAL LIABILITY		CPS2328165	02/19/2016	02/19/2017	EACH OCCURRENCE	\$ 1,000,000		
	<input type="checkbox"/>	COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000		
	<input checked="" type="checkbox"/>	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person)	\$ 5,000		
	<input checked="" type="checkbox"/>	Broad Form Property					PERSONAL & ADV INJURY	\$ 1,000,000		
	<input type="checkbox"/>	Damage					GENERAL AGGREGATE	\$ 2,000,000		
		GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG	\$ Excluded		
<input checked="" type="checkbox"/>	<input type="checkbox"/>	POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					Incl. in Professional	\$		
B	<input type="checkbox"/>	AUTOMOBILE LIABILITY		01373364-2	02/19/2016	02/19/2017	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000		
	<input type="checkbox"/>	ANY AUTO	<input checked="" type="checkbox"/>				SCHEDULED AUTOS	BODILY INJURY (Per person)	\$	
	<input type="checkbox"/>	ALL OWNED AUTOS	<input checked="" type="checkbox"/>				NON-OWNED AUTOS	BODILY INJURY (Per accident)	\$	
	<input type="checkbox"/>	HIRED AUTOS	<input checked="" type="checkbox"/>					PROPERTY DAMAGE (Per accident)	\$	
	<input type="checkbox"/>		<input type="checkbox"/>						\$	
	<input type="checkbox"/>	UMBRELLA LIAB	<input type="checkbox"/>	OCCUR			EACH OCCURRENCE	\$		
	<input type="checkbox"/>	EXCESS LIAB	<input type="checkbox"/>	CLAIMS-MADE			AGGREGATE	\$		
	<input type="checkbox"/>	DED	<input type="checkbox"/>	RETENTION \$				\$		
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		N/A	Z12685270	12/17/2015	12/17/2016	WC STATUTORY LIMITS	<input checked="" type="checkbox"/>	OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)								E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below								E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
									E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	Professional Liability			FEIENG10254	05/20/2016	05/20/2017	\$1,000,000	Occurrence		
	Retroactive Date 03/01/1990						\$1,000,000	Aggregate		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The Certificate Holder is included as an Additional Insured with respect to liability arising out of Named Insured's operations.

The Additional Insured shall include Palm Beach County Board of Commissioners, a political subdivision of the State of Florida, its officers, agents and employees.

Architects Office located at: 901 Northpoint Parkway, #101, West Palm Beach FL 33407 10 days notice of cancellation for non payment.

CERTIFICATE HOLDER

CANCELLATION

Palm Beach County
 c/o Insurance Tracking Services, Inc.
 PO Box 20270
 Long Beach, CA 90801

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

M. Beth Parquette

AGENCY CUSTOMER ID: 267

LOC #: See Pr

ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Parquette and Associates, Inc.		NAMED INSURED Stephen L. Boruff AIA Architects & Planners, Inc.	
POLICY NUMBER Varies		901 Northpoint Parkway, #101	
CARRIER Varies	NAIC CODE	West Palm Beach, FL 33407	
ADDITIONAL REMARKS		EFFECTIVE DATE: 02/19/2016	

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: Acord 26 FORM TITLE: Certificate of Liability Insurance

Project: Palm Beach County Fire Rescue Station #22, 5060 Seminole Pratt Whitney Rd, Loxahatchee Groves, FL 33470

Commercial General Liability: Coverage is Primary

Professional Liability: SIR : \$10,000 Coverage is Primary

Business Auto: Coverage is Primary

POLICY NUMBER: CPS2328165

COMMERCIAL GENERAL LIABILITY
CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida,
its Officers, Employees and Agents

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

LLOYD'S**Schedule of Forms and Endorsements****Policy Number:** EEL-ENG-10529**SCHEDULE**

The following forms and endorsements are made part of this policy:

ECL-PRO-03 03 08	Professional Liability Form
ECL-CPL 03-03-08	Contractors Liability Form Claims Made
ECL-PRO-04-07-14	Specified Professional Services Endorsement
ECL-PKG-02 07 14	Extended Reporting Period Endorsement
ECL-PKG-07 07 14	Automatic Waiver of Subrogation Endorsement
ECL-PKG-08 07 14	Automatic Additional Insured -- Owners, Lessees or Contractors
ECL-PKG-14 07 14	Known or Reported Claims Exclusion
ECL-PKG-38 07 14	Self-Insured Retention - Per Occurrence
ECL-PKG-45 07 15	Schedule of Lloyd's Security
ECL-PKG-72 07 14	Minimum Earned Premium Endorsement
ECL-PKG-82 07 14	Claim Notice Endorsement
LMA-9100	Sanction and Limitation and Exclusion Clause
LMA-9219	TRIA Rejection of Offer
LSW 1001	Several Liability Notice
NMA 1256	Nuclear Incident Exclusion Clause
NMA 1331	Cancellation Clause
NMA 1477	Radioactive Contamination Exclusion
NMA 2918	War and Terrorism Exclusion Endorsement
ECL-PKG-31 07 14	Dedicated Aggregate for Specific Project Endorsement
ECL-PKG-62 07 14	Automatic Primary and Non-Contributory Insurance Endorsement
ECL-PKG-80 07 14	Media Tech Endorsement
NMA 1998	Service of Suit USA
LMA-9037	Florida Notice

EXHIBIT D

Conflict of Interest Disclosure Form

EXHIBIT D

CONFLICT OF INTEREST DISCLOSURE FORM

CONSULTANT represents that it presently has no interest, either direct or indirect, which would or could conflict in any manner with the performance of services for the County, except as follows:

(Attach additional sheets as needed.)

CONSULTANT further represents that no person having any interest shall be employed for said performance. By signing below, CONSULTANT certifies that the information contained herein is true and correct and constitutes all current potential conflicts of interest which may influence or appear to influence CONSULTANT'S judgment or quality of services being provided to the County.

CONSULTANT shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest that may arise in the future through any prospective business association, interest or other circumstance which may influence or appear to influence CONSULTANT'S judgment or quality of services being provided to the County. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that CONSULTANT may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute an unacceptable conflict of interest if entered into by the CONSULTANT.

If, in the sole opinion of the COUNTY, the prospective business association, interest or circumstance of CONSULTANT would constitute an unacceptable conflict of interest to the COUNTY, the COUNTY shall so state in the notification and the CONSULTANT shall not enter into said association, interest or circumstance.

THIS DISCLOSURE is submitted by Stephen L. Boruff,
(Name of Individual)

President, of Stephen L. Boruff, AIA, Architects + Planners, Inc
(Title/Position) (Firm Name of CONSULTANT)

who hereby certifies that the information stated above is true and correct. Further, it is hereby acknowledged that any misrepresentation by the Consultant on this Disclosure is considered an unethical business practice and is grounds for sanctions against future County business with the Consultant.


(Signature)

10 August 2016
(Date)

DISCLOSURE OF OWNERSHIP INTERESTS

TO: **PALM BEACH COUNTY CHIEF OFFICER,
OR HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE**

**STATE OF FLORIDA
COUNTY OF PALM BEACH**

BEFORE ME, the undersigned authority, this day personally appeared Stephen L. Boruff, hereinafter referred to as "Affiant," who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant appears herein as:
☐ an individual *or*
☒ the President of Stephen L. Boruff, AIA, Architects + Planners, Inc.
[position—e.g., sole proprietor, president, partner, etc.] [name & type of entity—e.g., ABC Corp., XYZ Ltd. Partnership, etc.]. The Affiant or the entity the Affiant represents herein seeks to do business with Palm Beach County through its Board of County Commissioners.

2. Affiant's address is: 901 Northpoint Parkway, Suite 101
West Palm Beach, Florida 33407

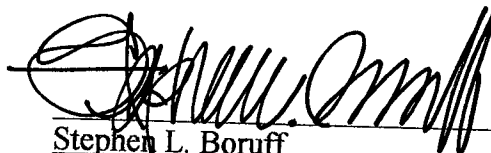
3. Attached hereto as Exhibit "A" is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater interest in the Affiant's corporation, partnership, or other principal. Disclosure does not apply to nonprofit corporations, government agencies, or to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

4. Affiant acknowledges that this Affidavit is given to comply with Palm Beach County policy, and will be relied upon by Palm Beach County and the Board of County Commissioners. Affiant further acknowledges that he or she is authorized to execute this document on behalf of the entity identified in paragraph one, if any.

5. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

6. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct and complete.

FURTHER AFFIANT SAYETH NAUGHT.


Stephen L. Boruff, Affiant
(Print Affiant Name)

The foregoing instrument was acknowledged before me this 10th day of August, 2016, by Stephen L. Boruff ☒ who is personally known to me or ☐ who has produced as identification and who did take an oath.



ERIN NASTRI
MY COMMISSION # EE 869345
EXPIRES: March 6, 2017
Bonded Thru Budget Notary Services

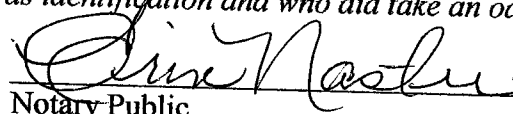

Notary Public
Erin Nastri
(Print Notary Name)
State of Florida at Large
My Commission Expires: March 6, 2017

EXHIBIT "A"

DISCLOSURE OF OWNERSHIP INTERESTS IN AFFIANT

Affiant must identify all entities and individuals owning five percent (5%) or more ownership interest in Affiant's corporation, partnership or other principal, if any. Affiant must identify individual owners. For example, if Affiant's principal is wholly or partially owned by another entity, such as a corporation, Affiant must identify the other entity, its address, and the individual owners of the other entity. Disclosure does not apply to any nonprofit corporation, government agency, or to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

Name

Address

Stephen L. Boruff

623 Bay Colony Drive South, Juno Beach, Florida 33408