

PROFESSIONAL SERVICES

- 18. Approve ranking list, authorize rate negotiations and award PS-1386-06/DRR – Architectural and Engineering Services for the Museum of Seminole County History Expansion to Burke, Hogue & Mills Associates, Inc. of Lake Mary, (Not To Exceed \$142,650.00).**

PS-1386-06/DRR will provide professional architectural and engineering services for a 9,000 square foot, two-story building adjacent to the existing Museum of Seminole County History. The new building must be historically compatible with the existing structure.

This project was publicly advertised and the County received three submittals (listed alphabetically):

- Burke, Hogue & Mills, Associates, Inc., Lake Mary;
- CPH Engineers, Inc., Sanford;
- The Scott Partnership Architecture, Inc., Orlando.

The Evaluation Committee which consisted of Steve Howard, Administrative Services Director; Karen Jacobs, Museum Coordinator; and Scott Werley, Construction Manager evaluated the submittals and agreed to interview all three firms.

The Evaluation Committee interviewed the three firms giving consideration to the following criteria:

- Experience with historical renovations, art galleries or new structures that must meet historical guidelines;
- Innovative and cost saving ideas;
- Past history meeting design and construction budgets;
- Ability to meet design schedule.

The Evaluation Committee recommends that the Board approve the ranking below and authorize staff to negotiate rates with the top ranked firm in accordance with F.S. 287,055, the Consultants Competitive Negotiation Act (CCNA):

1. Burke, Hogue & Mills Associates, Inc. of Lake Mary;
2. The Scott Partnership Architecture, Inc., Orlando;
3. CPH Engineers, Inc., Sanford.

Funds are available in account 044500.560650, CIP#00280211. The Administrative Services Department / Facilities Maintenance Division and Fiscal Services Department / Purchasing and Contracts Division recommend that the Board approve the ranking, authorize staff to negotiate

rates and authorize the award of the resulting contract as prepared by the County Attorney's Office.

**B.C.C. - SEMINOLE COUNTY, FL
PS TABULATION SHEET**

BID NUMBER: PS-1386-06/DRR

BID TITLE : Architectural and Engineering Services for the Museum of Seminole County History Expansion

DATE: October 11, 2006 TIME: 2:00 P.M.

ALL SUBMITTALS ACCEPTED BY SEMINOLE COUNTY ARE SUBJECT TO THE COUNTY'S TERMS AND CONDITIONS AND ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE PROPOSERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. PS DOCUMENTS FROM THE PROPOSERS LISTED HEREIN ARE THE ONLY SUBMITTALS RECEIVED TIMELY AS OF THE ABOVE OPENING DATE AND TIME. ALL OTHER PS DOCUMENTS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE.

Response #1	Response #2	Response #3	
Burke, Hogue & Mills Associates, Inc. 100 Colonial Center Pkwy, Ste 150 Lake Mary, FL 32746	CPH Engineers, Inc. P.O. Box 2808 Sanford, FL 32772	The Scott Partnership Architecture, Inc. 423 South Keller Road, Ste 200 Orlando, FL 32810	
Jerry W. Mills, AIA 407-629-4511 PH 407-629-9070 FX	David A. Gierach, P.E. 407-322-6841 PH 407-330-0639 FX	Raymond Scott, AIA 407 660-2766 PH 407 875-3276 FX	

Tabulated by: Diane Reed,, Sr. Contracts Analyst – Posted 10/12/2006, 9:30 am

Evaluation Committee Meeting: October 26, 2006 @ 2:00 pm, Administrative Services Conference Room, 200 County Home Rd, Sanford, FL

Short-listed Firms: All three firms have been short-listed.

Presentations: ~~November 14, 2006~~ November 21, 2006 @ 9:00 AM, Facilities Maintenance Conference Room 205 W. County Home Rd, Sanford, FL (Posted 11/3/2006 @ 10:00 am)

Recommendation: Burke, Hogue & Mills Associates, Inc

BCC Agenda Date: January 9, 2007

PRESENTATION RANKINGS

PS-1386-06/DRR Architectural and Engineering Services for the Museum of Seminole County History Expansion

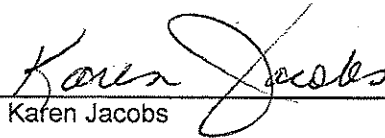
	S. Howard	K. Jacobs	S. Werley	TOTAL POINTS	RANKING
BURKE, HOGUE & MILLS ASSOCIATES, INC	1	1	1	3	1
CPH ENGINEERS, INC	3	3	3	9	3
THE SCOTT PARTNERSHIP ARCHITECTURE INC	2	2	2	6	2

The Presentation Committee recommends

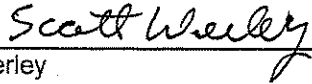
Burke, Hogue & Mills, Inc.



Steve Howard



Karen Jacobs



Scott Werley

PRESENTATION

PS-1386-06/DRR – Architectural and Engineering Services for the Museum of Seminole County History Expansion

SUBMITTAL COMPANY NAME: Burke, Hogue & Mills Associates, Inc.

QUALIFICATION COMMITTEE MEMBER: STEWART HOWARD

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:

90 – 100 Outstanding, out-of-the-box, Innovative, Cost/Time Savings

80 – 89 Excellent, Very Good, Solid in all respects.

70 – 79 Good, No major weaknesses, Fully Acceptable as is

60 – 69 Marginal, Weak, Workable but needs clarifications

Below 60 Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Experience with Historical Renovations, Art Galleries or new structures that must meet historical guidelines. (40%)

Score 90
(0-100)

Criteria: Innovative and Cost Saving Ideas (30%)

Score ~~80~~ 80
(0-100)

Criteria: Past history meeting design and construction budgets (15%)

Score ~~70~~ 70
(0-100)

Criteria: Ability to meet design schedule (15%)

Score 90
(0-100)

TOTAL SCORE (0-100 Points)

84

RANKING

1

PRESENTATION

PS-1386-06/DRR – Architectural and Engineering Services for the Museum of Seminole County History Expansion

SUBMITTAL COMPANY NAME: CPH Engineers, Inc
QUALIFICATION COMMITTEE MEMBER: STEVE HORN

- INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:
- 90 – 100 Outstanding, out-of-the-box, Innovative, Cost/Time Savings
 - 80 – 89 Excellent, Very Good, Solid in all respects.
 - 70 – 79 Good, No major weaknesses, Fully Acceptable as is
 - 60 – 69 Marginal, Weak, Workable but needs clarifications
 - Below 60 Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Experience with Historical Renovations, Art Galleries or new structures that must meet historical guidelines. (40%)

Score 70
(0-100)

Criteria: Innovative and Cost Saving Ideas (30%)

Score ~~69~~ 69
(0-100)

Criteria: Past history meeting design and construction budgets (15%)

Score ~~70~~ 70
(0-100)

Criteria: Ability to meet design schedule (15%)

Score 90
(0-100)

TOTAL SCORE (0-100 Points)

72.7

RANKING

3

PRESENTATION

PS-1386-06/DRR – Architectural and Engineering Services for the Museum of Seminole County History Expansion

SUBMITTAL COMPANY NAME: **The Scott Partnership Architecture, Inc.**

QUALIFICATION COMMITTEE MEMBER: STEVE HOWARD

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:

- 90 – 100 Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- 80 – 89 Excellent, Very Good, Solid in all respects.
- 70 – 79 Good, No major weaknesses, Fully Acceptable as is
- 60 – 69 Marginal, Weak, Workable but needs clarifications
- Below 60 Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Experience with Historical Renovations, Art Galleries or new structures that must meet historical guidelines. (40%)

Score 70
(0-100)

Criteria: Innovative and Cost Saving Ideas (30%)

Score ~~80~~ 70
(0-100)

Criteria: Past history meeting design and construction budgets (15%)

Score ~~80~~ 70
(0-100)

Criteria: Ability to meet design schedule (15%)

Score 90
(0-100)

TOTAL SCORE (0-100 Points)

73

RANKING

2

PRESENTATION

PS-1386-06/DRR – Architectural and Engineering Services for the Museum of Seminole County History Expansion

SUBMITTAL COMPANY NAME: Burke, Hogue & Mills Associates, Inc.

QUALIFICATION COMMITTEE MEMBER: KAREN JACOBS

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:

90 – 100 Outstanding, out-of-the-box, Innovative, Cost/Time Savings

80 – 89 Excellent, Very Good, Solid in all respects.

70 – 79 Good, No major weaknesses, Fully Acceptable as is

60 – 69 Marginal, Weak, Workable but needs clarifications

Below 60 Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Experience with Historical Renovations, Art Galleries or new structures that must meet historical guidelines. (40%)

experience / local building / orange + seminole

Score 95%
(0-100)

Criteria: Innovative and Cost Saving Ideas (30%)

DOORS

Score 95%
(0-100)

Criteria: Past history meeting design and construction budgets (15%)

worked with grants

Score 90%
(0-100)

Criteria: Ability to meet design schedule (15%)

other projects

Score 93%
(0-100)

TOTAL SCORE (0-100 Points)

373

93.95

RANKING

1

PRESENTATION

PS-1386-06/DRR - Architectural and Engineering Services for the Museum of Seminole County History Expansion

SUBMITTAL COMPANY NAME: CPH Engineers, Inc

QUALIFICATION COMMITTEE MEMBER: Karen Jacobs

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:
90 - 100 Outstanding, out-of-the-box, Innovative, Cost/Time Savings
80 - 89 Excellent, Very Good, Solid in all respects.
70 - 79 Good, No major weaknesses, Fully Acceptable as is
60 - 69 Marginal, Weak, Workable but needs clarifications
Below 60 Unacceptable, Needs major help to be acceptable

Handwritten notes: 1, 16, 16/3, 1981, 1960

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Experience with Historical Renovations, Art Galleries or new structures that must meet historical guidelines. (40%)

Four horizontal lines for handwritten response.

Score 80 (0-100)

Criteria: Innovative and Cost Saving Ideas (30%)

Handwritten notes: Flood Treatment, split - sewing door, formal covered entry

Score 80 (0-100)

Criteria: Past history meeting design and construction budgets (15%)

Handwritten notes: KISHO - good - Tent

Score 80 (0-100)

Criteria: Ability to meet design schedule (15%)

Handwritten notes: on time - local - 2 miles - 4-6 weeks - quickly - Puerto Rico - no memo

Score 80 (0-100)

TOTAL SCORE (0-100 Points)

320

RANKING

#3

Handwritten circled number 3

PRESENTATION

PS-1386-06/DRR – Architectural and Engineering Services for the Museum of Seminole County History Expansion

SUBMITTAL COMPANY NAME: **The Scott Partnership Architecture, Inc.**

QUALIFICATION COMMITTEE MEMBER: Karen Jacobs

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:

- 90 – 100 Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- 80 – 89 Excellent, Very Good, Solid in all respects.
- 70 – 79 Good, No major weaknesses, Fully Acceptable as is
- 60 – 69 Marginal, Weak, Workable but needs clarifications
- Below 60 Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Experience with Historical Renovations, Art Galleries or new structures that must meet historical guidelines. (40%)

32 win c

used photos without permission!

Score 82
(0-100)

Criteria: Innovative and Cost Saving Ideas (30%)

nothing

Score 82
(0-100)

Criteria: Past history meeting design and construction budgets (15%)

on time with all projects

Score 80
(0-100)

Criteria: Ability to meet design schedule (15%)

design, construction team / one person

local

Score 80
(0-100)

TOTAL SCORE (0-100 Points)

324 81.4

RANKING

2

PRESENTATION

PS-1386-06/DRR – Architectural and Engineering Services for the Museum of Seminole County History Expansion

SUBMITTAL COMPANY NAME: **Burke, Hogue & Mills Associates, Inc.**

QUALIFICATION COMMITTEE MEMBER: Scott Wadley

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:

- 90 – 100 Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- 80 – 89 Excellent, Very Good, Solid in all respects.
- 70 – 79 Good, No major weaknesses, Fully Acceptable as is
- 60 – 69 Marginal, Weak, Workable but needs clarifications
- Below 60 Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Experience with Historical Renovations, Art Galleries or new structures that must meet historical guidelines. (40%)

Bendyballs @ Daytona, Lakeland
Terragona Arch
Sanford Museum
Sanford Cultural Arts

Score 100
(0-100)

Criteria: Innovative and Cost Saving Ideas (30%)

Women's RFL Off Pools
Elevator
Print Entrance Creeds
Corridors

Score 95
(0-100)

Criteria: Past history meeting design and construction budgets (15%)

Cost saving ideas w/ an @ P&L or in-house estimator

Score 90
(0-100)

Criteria: Ability to meet design schedule (15%)

Start in Mid-January
3-4 mos design - reviews by county alters schedule

Score 95
(0-100)

TOTAL SCORE (0-100 Points)

96.25

RANKING

1

PRESENTATION

PS-1386-06/DRR – Architectural and Engineering Services for the Museum of Seminole County History Expansion

SUBMITTAL COMPANY NAME: **CPH Engineers, Inc**

QUALIFICATION COMMITTEE MEMBER: Scott Warley

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:

- 90 – 100 Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- 80 – 89 Excellent, Very Good, Solid in all respects.
- 70 – 79 Good, No major weaknesses, Fully Acceptable as is
- 60 – 69 Marginal, Weak, Workable but needs clarifications
- Below 60 Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Experience with Historical Renovations, Art Galleries or new structures that must meet historical guidelines. (40%)

out of state, 30 yr old projects

Score 80
(0-100)

Criteria: Innovative and Cost Saving Ideas (30%)

New ideas for courtyard
The two nearest bldgs together

Score 80
(0-100)

Criteria: Past history meeting design and construction budgets (15%)

Score 80
(0-100)

Criteria: Ability to meet design schedule (15%)

workload -- schematic - 2/3 wks, CD - 4/6 wks

Score 80
(0-100)

TOTAL SCORE (0-100 Points)

80

RANKING

3

PRESENTATION

PS-1386-06/DRR – Architectural and Engineering Services for the Museum of Seminole County History Expansion

SUBMITTAL COMPANY NAME: **The Scott Partnership Architecture, Inc.**

QUALIFICATION COMMITTEE MEMBER: Scott Wesley

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:

- 90 – 100 Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- 80 – 89 Excellent, Very Good, Solid in all respects.
- 70 – 79 Good, No major weaknesses, Fully Acceptable as is
- 60 – 69 Marginal, Weak, Workable but needs clarifications
- Below 60 Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Experience with Historical Renovations, Art Galleries or new structures that must meet historical guidelines. (40%)

Sanford Memorial Stadium

YCF, YMCA, various office Bldgs

Score 70
(0-100)

Criteria: Innovative and Cost Saving Ideas (30%)

Meet user's Needs / Demands / Expectations

Flur / Wall / Lighting / Security

No new ideas

Score 70
(0-100)

Criteria: Past history meeting design and construction budgets (15%)

OD

CA

workload

work backwards from opening day

Score 70
(0-100)

Criteria: Ability to meet design schedule (15%)

provide detailed schedule w/ needs stipulated

Score 90
(0-100)

TOTAL SCORE (0-100 Points)

90

RANKING


2

EVALUATION RANKINGS

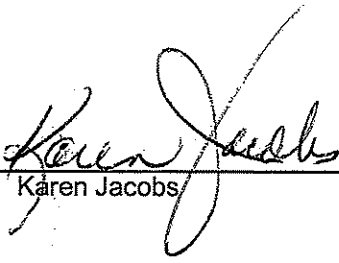
PS-1386-06/DRR Architectural and Engineering Services for the Museum of Seminole County History Expansion

	S. Howard	K. Jacobs	S. Werley	TOTAL POINTS	RANKING
BURKE, HOGUE & MILLS ASSOCIATES, INC	1	3	1	5	1
CPH ENGINEERS, INC	2	2	3	7	3
THE SCOTT PARTNERSHIP ARCHITECTURE INC	3	1	2	6	2

The Evaluation Committee agrees to short-list all three firms.



Steve Howard



Karen Jacobs



Scott Werley

**ARCHITECTURAL AND ENGINEERING SERVICES AGREEMENT (PS-1386-06/DRR)
MUSEUM OF SEMINOLE COUNTY HISTORY EXPANSION**

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between **BURKE, HOGUE & MILLS ASSOCIATES, INC.**, duly authorized to conduct business in the State of Florida, whose address is 100 Colonial Center Parkway, Suite 150, Lake Mary, FL 32746, hereinafter called "CONSULTANT" and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called "COUNTY".

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified consultant to provide architectural and engineering services for the expansion of the Museum of Seminole County History; and

WHEREAS, COUNTY has requested and received expressions of interest for the retention of services of consultants; and

WHEREAS, CONSULTANT is competent and qualified to furnish consulting services to COUNTY and desires to provide its services according to the terms and conditions stated herein,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, COUNTY and CONSULTANT agree as follows:

SECTION 1. SERVICES. COUNTY does hereby retain CONSULTANT to furnish services and perform those tasks as further described in the Scope of Services and Performance Work Statement attached hereto and incorporated herein as Exhibit "A".

SECTION 2. AUTHORIZATION FOR SERVICES. Authorization for performance of professional services by CONSULTANT under this Agreement shall be in the form of written Notice to Proceed issued and executed by COUNTY.

SECTION 3. TIME FOR COMPLETION. The services to be rendered by CONSULTANT shall commence upon execution of this Agreement by the parties and shall be completed concurrently with completion of the construction on the expansion project.

SECTION 4. COMPENSATION AND PAYMENT.

(a) COUNTY agrees to compensate CONSULTANT for the professional services called for under this Agreement a fee not to exceed the sum of ONE HUNDRED FORTY-TWO THOUSAND SIX HUNDRED FIFTY AND NO/100 DOLLARS (\$142,650.00). CONSULTANT shall perform all work required by the Scope of Services, but in no event shall CONSULTANT be paid more than the negotiated fee stated above. CONSULTANT shall be paid at the rates as shown on Exhibit "B", attached.

(b) Payments shall be made to CONSULTANT when requested as work progresses for services furnished, but not more than once monthly. CONSULTANT may invoice amounts due based on the total required services actually performed and completed. Upon review and approval of CONSULTANT's invoice, COUNTY shall, within thirty (30) days of receipt of the invoice, pay CONSULTANT the approved amount.

SECTION 5. BILLING AND PAYMENT.

(a) CONSULTANT shall render to COUNTY at the close of each calendar month an itemized invoice, properly dated including, but not limited to, the following information:

- (1) The name and address of CONSULTANT;
- (2) Contract Number;
- (3) A complete and accurate record of services performed by CONSULTANT for all services performed by CONSULTANT during that month and for which COUNTY is being billed;
- (4) A description of the services rendered in (3) above with sufficient detail to identify the exact nature of the work

performed; and

(5) Such other information as may be required by this Agreement or requested by COUNTY from time to time.

The original invoice and one (1) copy shall be sent to:

Director of County Finance
Seminole County Board of County Commissioners
Post Office Box 8080
Sanford, Florida 32772

Two (2) duplicate copies of the invoice shall be sent to:

Seminole County Facilities Maintenance Division
205 W. County Home Road
Sanford, Florida 32773

(b) Payment shall be made after review and approval by COUNTY within thirty (30) days of receipt of a proper invoice from CONSULTANT.

SECTION 6. AUDIT OF RECORDS.

(a) COUNTY may perform or have performed an audit of the records of CONSULTANT after final payment to support final payment hereunder. This audit would be performed at a time mutually agreeable to CONSULTANT and COUNTY subsequent to the close of the final fiscal period in which the last work is performed. Total compensation to CONSULTANT may be determined subsequent to an audit as provided for in subsection (b) and of this Section and the total compensation so determined shall be used to calculate final payment to CONSULTANT. Conduct of this audit shall not delay final payment as required by Section 4(b).

(b) The CONSULTANT agrees to maintain all books, documents, papers, accounting records, and other evidences pertaining to work performed under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at CONSULTANT's office at all reasonable times during this Agreement period and for five (5) years from the date of final payment under this Agreement for audit or inspection as provided for in subsection (a) of this Section.

(c) In the event any audit or inspection conducted after final payment, but within the period provided in subsection (b) of this Section, reveals any overpayment by COUNTY under the terms of this Agreement, CONSULTANT shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

SECTION 7. RESPONSIBILITY OF CONSULTANT.

(a) CONSULTANT shall be responsible for the professional quality of services furnished by CONSULTANT under this Agreement. CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its services.

(b) Neither COUNTY's review, approval, or acceptance of, nor payment for, any of the services required shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and CONSULTANT shall be and remain liable to COUNTY in accordance with applicable law for all damages to COUNTY caused by CONSULTANT's performance of any of the services furnished under this Agreement.

SECTION 8. TERM. This Agreement shall take effect on the date of its execution by COUNTY and shall remain in effect until completion of construction on the project.

SECTION 9. TERMINATION.

(a) COUNTY may, by written notice to CONSULTANT, terminate this Agreement, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of CONSULTANT to fulfill CONSULTANT's Agreement obligations. Upon receipt of such notice, CONSULTANT shall:

(1) immediately discontinue all services affected unless the notice directs otherwise; and

(2) deliver to COUNTY all plans, studies, reports, estimates, summaries and such other information and materials as may have been accumulated by CONSULTANT in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONSULTANT shall be paid compensation for services performed to the date of termination. CONSULTANT shall be paid no more than a percentage of the Fixed Fee amount equivalent to the percentage of the completion of work contemplated by this Agreement.

(c) If the termination is due to the failure of CONSULTANT to fulfill its Agreement obligations, COUNTY may take over the work and prosecute the same to completion by Agreement or otherwise. In such case, CONSULTANT shall be liable to COUNTY for reasonable additional costs occasioned to COUNTY thereby. CONSULTANT shall not be liable for such additional costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of CONSULTANT. Such causes may include, but are not limited to, acts of God or of the public enemy, acts of COUNTY in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond the control and without the fault or negligence of CONSULTANT.

(d) If, after notice of termination for failure to fulfill Agreement obligations, it is determined that CONSULTANT had not so failed, the termination shall be deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price shall be made as provided in subsection (b) of this Section.

(e) The rights and remedies of COUNTY provided in this clause are in addition to any other rights and remedies provided by law or under

this Agreement.

SECTION 10. EQUAL OPPORTUNITY EMPLOYMENT. CONSULTANT agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and will take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, or disability. This provision shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

SECTION 11. NO CONTINGENT FEES. CONSULTANT warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement and that CONSULTANT has not paid or agreed to pay any persons, company, corporation, individual, or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, COUNTY shall have the right to terminate this Agreement at its discretion without liability and to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

SECTION 12. ASSIGNMENT. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered under any circumstances by the parties hereto without prior written consent of the opposite party and only by a document of equal dignity herewith.

SECTION 13. SUBCONSULTANTS. In the event CONSULTANT, during the

course of the work under this Agreement, requires the services of any sub-consultants or other professional associates in connection with service covered by this Agreement, CONSULTANT must secure the prior written approval of the COUNTY. If the sub-consultants or other professional associates are required in connection with the services covered by this Agreement, CONSULTANT shall remain fully responsible for the services of sub-consultants or other professional associates.

SECTION 14. INDEMNIFICATION OF COUNTY. CONSULTANT agrees to hold harmless, replace, and indemnify the COUNTY, its commissioners, officers, employees, and agents against any and all claim, losses, damages, or lawsuits for damages, arising from, allegedly arising from, or related to the provision of services hereunder by CONSULTANT, whether caused by CONSULTANT or otherwise. This hold harmless, release, and indemnification shall include any claim based on negligence, action, or inaction of the parties.

SECTION 15. INSURANCE.

(a) General. CONSULTANT shall, at CONSULTANT's own cost, procure the insurance required under this Section.

(1) CONSULTANT shall furnish COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability, and Commercial General Liability). COUNTY and its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy. The Certificate of Insurance shall provide that COUNTY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by CONSULTANT, CONSULTANT shall provide COUNTY with a renewal or replacement

Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

(2) The Certificate shall contain a statement that it is being provided in accordance with this Agreement and that the insurance is in full compliance with the requirements of this Agreement. In lieu of the statement on the Certificate, CONSULTANT shall, at the option of the COUNTY, submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate is being provided in accordance with this Agreement and that the insurance is in full compliance with the requirements of this Agreement. **The Certificate shall have this Agreement number clearly marked on its face.**

(3) In addition to providing the Certificate of Insurance, if required by COUNTY, CONSULTANT shall, within thirty (30) days after receipt of the request, provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section.

(4) Neither approval by COUNTY nor failure to disapprove the insurance furnished by CONSULTANT shall relieve CONSULTANT of CONSULTANT's full responsibility for performance of any obligation including CONSULTANT's indemnification of COUNTY under this Agreement.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies other than Workers' Compensation must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 440.57, Florida

Statutes.

(2) In addition, such companies other than those authorized by Section 440.57, Florida Statutes, shall have and maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: (i) lose its Certificate of Authority, (ii) no longer comply with Section 440.57, Florida Statutes, or (iii) fail to maintain the requisite Best's Rating and Financial Size Category, CONSULTANT shall, as soon as CONSULTANT has knowledge of any such circumstance, immediately notify COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONSULTANT has replaced the unacceptable insurer with an insurer acceptable to COUNTY, CONSULTANT shall be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of CONSULTANT, CONSULTANT shall at CONSULTANT's sole expense procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this Section. Except as otherwise specified in this Agreement, the insurance shall become effective prior to the commencement of work by CONSULTANT and shall be maintained in force until this Agreement's completion date. The amounts and types of insurance shall conform to the following minimum requirements.

(1) Workers' Compensation/Employer's Liability.

(A) CONSULTANT's insurance shall cover CONSULTANT for liability which would be covered by the latest edition of the standard

Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance without restrictive endorsements. CONSULTANT will also be responsible for procuring proper proof of coverage from its sub-consultants of every tier for liability which is a result of a Workers' Compensation injury to the sub-consultant's employees. The minimum required limits to be provided by both CONSULTANT and its sub-consultants are outlined in subsection (c) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act, and any other applicable federal or state law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation Policy shall be:

\$ 500,000.00	(Each Accident)
\$1,000,000.00	(Disease-Policy Limit)
\$ 500,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) CONSULTANT's insurance shall cover CONSULTANT for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability.

(B) The minimum limits to be maintained by CONSULTANT (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

<u>LIMITS</u>	
General Aggregate	Three (3) Times the Each Occurrence Limit
Personal & Advertising Injury Limit	\$500,000.00
Each Occurrence Limit	\$500,000.00

(3) Professional Liability Insurance. CONSULTANT shall carry limits of not less than FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00).

(d) Coverage. The insurance provided by CONSULTANT pursuant to this Agreement shall apply on a primary basis and any other insurance or self-insurance maintained by COUNTY or COUNTY's officials, officers, or employees shall be in excess of and not contributing to the insurance provided by or on behalf of CONSULTANT.

(e) Occurrence Basis. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy must either be on an occurrence basis, or, if a claims-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

(f) Obligations. Compliance with the foregoing insurance requirements shall not relieve CONSULTANT, its employees, or its agents of liability from any obligation under this Section or any other portions of this Agreement.

SECTION 16. ALTERNATIVE DISPUTE RESOLUTION.

(a) In the event of a dispute related to any performance or

payment obligation arising under this Agreement, the parties agree to exhaust COUNTY protest procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY procedures for proper invoice and payment disputes are set forth in Seminole County Administrative Code, Section 22.15, "Prompt Payment Procedures".

(b) CONSULTANT agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in COUNTY protest procedures set forth in subsection (a) above, of which CONSULTANT had knowledge and failed to present during COUNTY protest procedures.

(c) In the event that COUNTY protest procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

SECTION 17. REPRESENTATIVE OF COUNTY AND CONSULTANT.

(a) It is recognized that questions in the day to day conduct of performance pursuant to this Agreement will arise. COUNTY, upon request by CONSULTANT, shall designate in writing and shall advise CONSULTANT in writing of one or more COUNTY employees to whom all communications pertaining to the day to day conduct of this Agreement shall be addressed. The designated representative shall have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) CONSULTANT shall, at all times during the normal work week, designate or appoint one or more representatives of CONSULTANT who are

authorized to act on behalf of CONSULTANT regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep COUNTY continually advised of such designation.

SECTION 18. ALL PRIOR AGREEMENTS SUPERSEDED. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are not commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

SECTION 19. MODIFICATIONS, AMENDMENTS, OR ALTERATIONS. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

SECTION 20. INDEPENDENT CONSULTANT. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing a relationship of co-partners between the parties or as constituting CONSULTANT, including its officers, employees, and agents, as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. CONSULTANT is to be and shall remain an independent consultant with respect to all services performed under this Agreement.

SECTION 21. EMPLOYEE STATUS. Persons employed by CONSULTANT in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted

to COUNTY's officers and employees either by operation of law or by COUNTY.

SECTION 22. SERVICES NOT PROVIDED FOR. No claim for services furnished by CONSULTANT not specifically provided for herein shall be honored by COUNTY.

SECTION 23. PUBLIC RECORDS LAW. CONSULTANT acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes to release public records to members of the public upon request. CONSULTANT acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes in the handling of the materials created under this Agreement and that said Statute controls over the terms of this Agreement.

SECTION 24. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice sent by certified United States mail, return receipt requested, and addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to wit:

For COUNTY:

Facilities Maintenance Division
205 W. County Home Road
Sanford, Florida 32773

For CONSULTANT:

Burke, Hogue & Mills Associates, Inc.
100 Colonial Center Parkway, Suite 150
Lake Mary, FL 32746

SECTION 25. RIGHTS AT LAW RETAINED. The rights and remedies of COUNTY provided for under this Agreement are in addition to any other rights and remedies provided by law.

SECTION 26. COMPLIANCE WITH LAWS AND REGULATIONS. In providing all services pursuant to this Agreement, CONSULTANT shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provisions of such services including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement and shall entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONSULTANT.

SECTION 27. CONFLICT OF INTEREST.

(a) CONSULTANT agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes relating to ethics in government.

(b) CONSULTANT hereby certifies that no officer, agent, or employee of COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes as over 5%), either directly or indirectly, in the business of CONSULTANT to be conducted here and that no such person shall have any such interest at any time during the term of this Agreement.

(c) Pursuant to Section 216.347, Florida Statutes, CONSULTANT hereby agrees that monies received from COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the legislature or any other state or federal agency.

Signature Page Follows

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement for the purposes stated herein.

ATTEST: BURKE, HOGUE & MILLS ASSOCIATES, INC.

_____, Secretary

JERRY W. MILLS, SR., AIA
Principal Architect

(CORPORATE SEAL)

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
CARLTON HENLEY, CHAIRMAN

Date: _____

ATTEST

As authorized for execution by the Board of County Commissioners at their _____, 20____, regular meeting.

MARYANNE MORSE
Clerk to the Board of County Commissioners of Seminole County, Florida.

For the use and reliance of Seminole County only.

Approved as to form and legal sufficiency.

County Attorney

AC/jjr
9/12/06; 11/28/06
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Attachments:
Exhibit "A" - Scope of Services
Exhibit "B" - Rate Schedule

PS-1386-06/DRR

Scope of Services

**Architectural and Engineering Services for the Museum of
Seminole County History Expansion**

Seminole County is seeking a Consultant to provide Architectural and Engineering services for a 9,000 square foot two-story building adjacent to the existing Museum of Seminole County History located at 300 Bush Boulevard, Sanford, FL 32773. The new building must be historically compatible with the existing structure.

Architectural and Engineering services will include, but not be limited to architectural, structural, mechanical, electrical, civil, cost estimating, interior design, irrigation and landscape design. These services will also include Construction Procurement Services (including the production of Bid/Contract Documents - Drawings and Specifications, attendance at pre-bid meetings, etc), Contract Administration Services (including reviewing change orders, substitution requests, site visits, shop drawings and submittal review, responses to RFI's, etc.) and schedule development and monitoring. Plan reviews will be held at schematic, design development, and construction development plans and specifications. Presentations to the Historical Commission may be required.

The design should be based on the conceptual drawings provided by ZHA dated May 19, 2006.

This contract shall be awarded to one consultant. The estimated construction cost is \$1,580,000.

Museum Educational & Multi-Purpose Building: List for 2006/2007

Exterior of Building:

- Finish: Pebble Dash
- Doors: reflect same style as other two buildings (wooden double doors)
- Windows: reflect same style as other two buildings
Display windows on bottom and clear on top
- North Side Door; Bay door style for moving in large pieces of equipment
Over hang to cover loading and unloading
- Covered concrete walkway from one building to the other
- Roof: Shingle to match other roof
- Gutters: if necessary (and not in the front of the building)

Interior of Building:

******Lights bulbs/fixtures inside the building must be archival;******

Bathrooms:

- Code for handicap etc. high toilets
- Ladies and gentlemen
- Want to be able to pick tile and color
- Fixtures such a toilet paper holder, paper towel holders must conform to county holders

Water Fountain

- Standard stainless steel

Security & Fire Protection

- Security should be the same (compatible) as what we have now

A/C Units

- Can these units be located on the ground floor or outside?
(reason, if there are any leaks it won't ruin artifacts, papers, etc.)

Phone jacks/Inter com System:

- second floor/conference room & reference room
- red ring down phone/ first floor

Retractable Security Grille:

- black or silver

Steps on the inside:

- Non skid materials

Level 1/First floor

Entry Floor: Commercial non skid tile /want to be able to select tile

Display flooring on 1st floor:

- Painted/tinted concrete floor reinforced for heavy tractors
- Walls can be smooth textured/color to be determined
- West wall will be a mural/society will handle the cost of this

Lighting:

- Track lights/spot lights etc. must be archival

Work room and artifacts Repair room:

- Flooring can be concrete
- Walls can be dry wall
- Paint/cream

Mechanical/Electric Storage Room

- Flooring can be concrete
- Walls can be dry wall
- Paint/cream

Gift Shop Area

- Flooring concrete with commercial carpet (we want to pick color)
- Dry wall
- Paint/cream
- Phone jack

Second Floor/Level 2:

Commercial non skid tile flooring:

- In lobby and hallway (want to pick color)

Conference/Board Room:

- Commercial carpet (want to be able to select)
- Dry wall/painted cream/taupe
- Board table chairs will be moved from original building

Storage Room next to conference room:

- Flooring/tile

Classroom near Conference Room: 33 x 21

- Commercial carpet (want to select/same as board room)
- Divider/retractable doors (not accordion style)
- Cork strip on walls at eye level for hanging posters etc.
- Lots of plugs for walls & floors
- Archival lighting

Classroom near kitchen 33 x 34

- Commercial non skid tile flooring (want to pick this)
- Dry wall painted
- Cork strip on walls at eye level for hanging posters etc.
- Lots of plugs/walls and floors
- Pull down screen for power point etc.
- Audio visual equipment /microphone etc.

AV. Room

- equipment
- floor-tile

Mini Storage:

- tile floor
- built in adjustable shelving

Mini Kitchen area:

- Stainless steel sink
- Small Refrigerator
- Small stove/or micro wave
- Storage space/cabinets/drawers etc.
- Lots of plugs

Research Area: 19 x 27.5

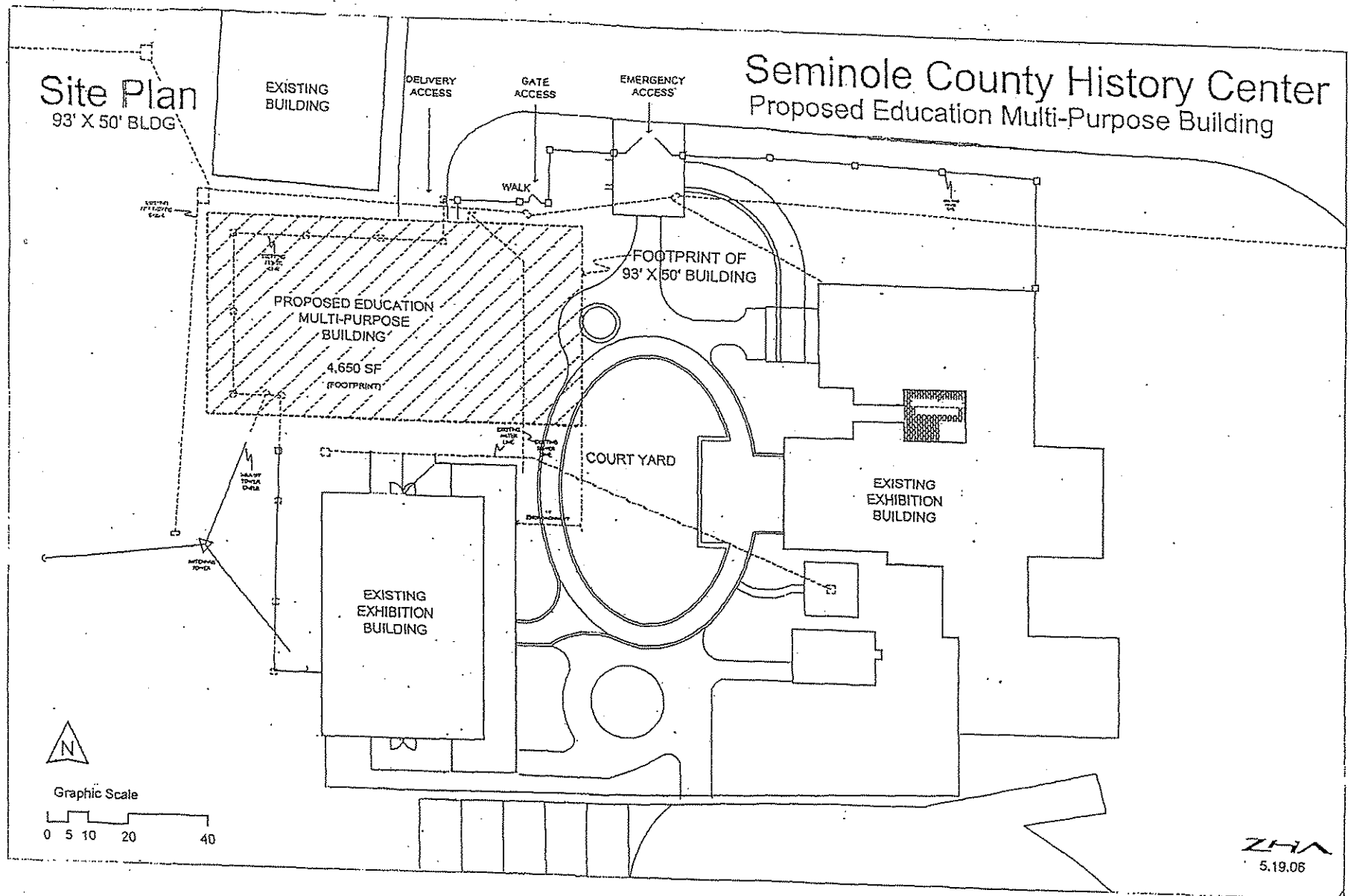
- Flooring/commercial carpet (want to select)
- Dry Wall/painted/cream
- Plugs in floors and walls
- Plugs for 4 computers
- Wall space for file cabinets
- Space for large books must be 32" by 32" opening 23 ½ "
- Metal shelving for all research books
- Archival lighting
- Space for microfilm reader
- Tables/chairs/light weight plastic tables from Mighty Lite.
- Copy machine/coin
- Area for large Map drawers/cabinets
- Center of room for 2 tables and chairs

Site Plan

93' X 50' BLDG

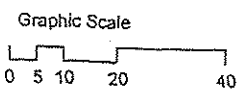
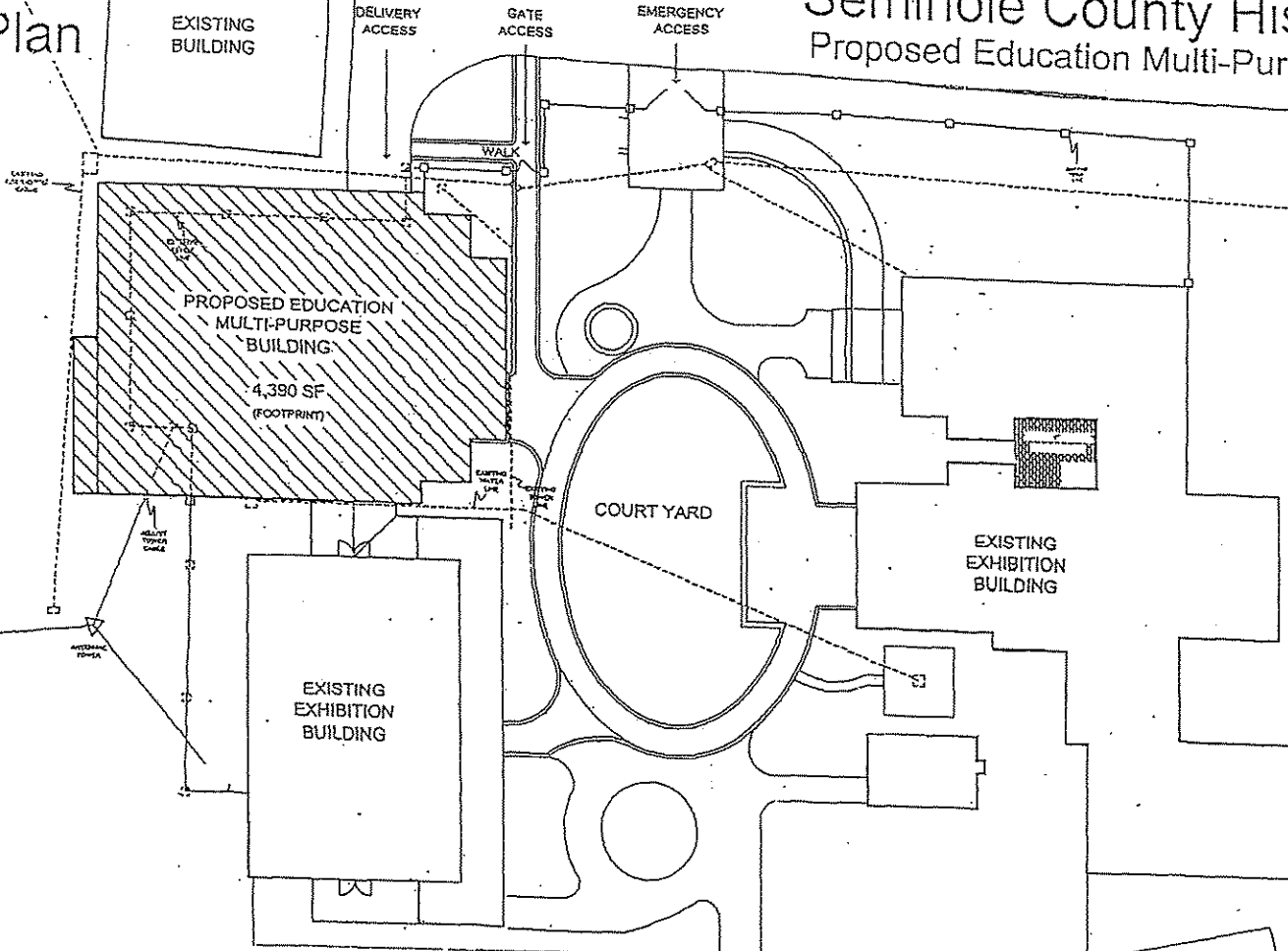
Seminole County History Center

Proposed Education Multi-Purpose Building



Site Plan

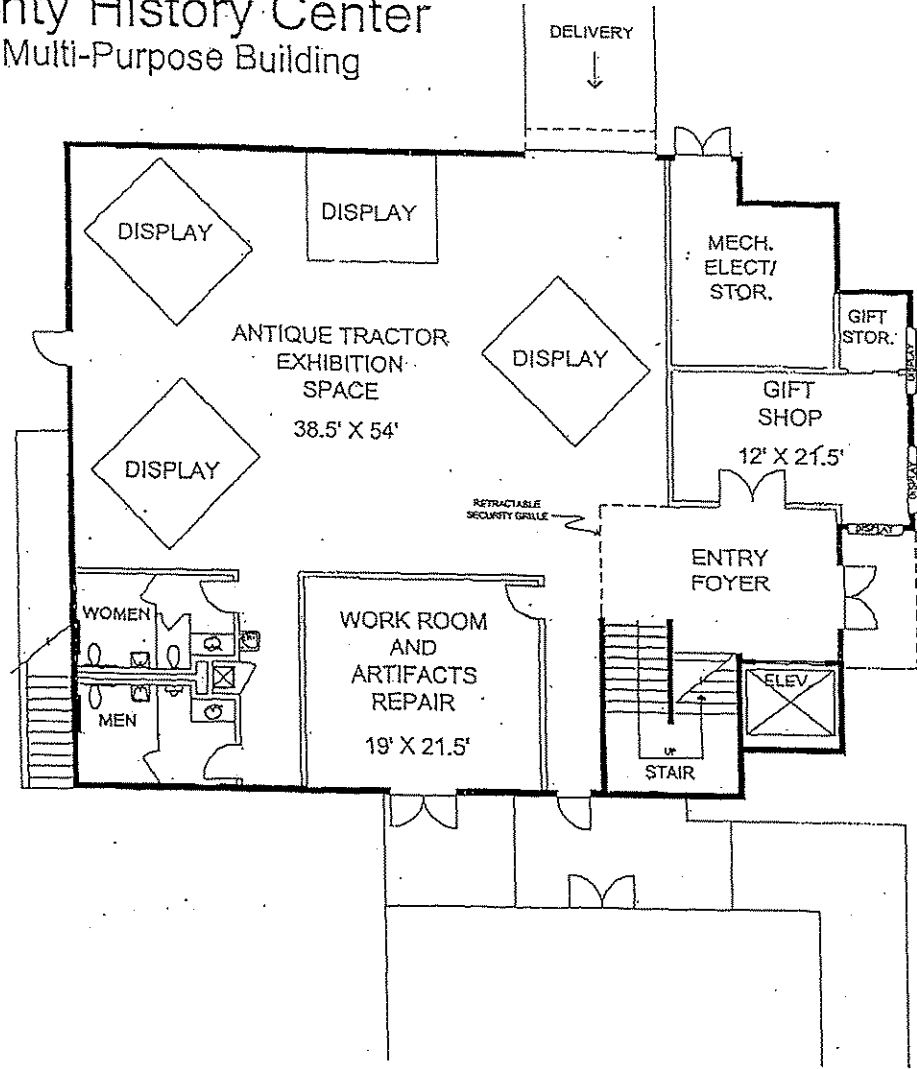
Seminole County History Center Proposed Education Multi-Purpose Building



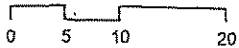
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Seminole County History Center Proposed Education Multi-Purpose Building

Level 1 Plan

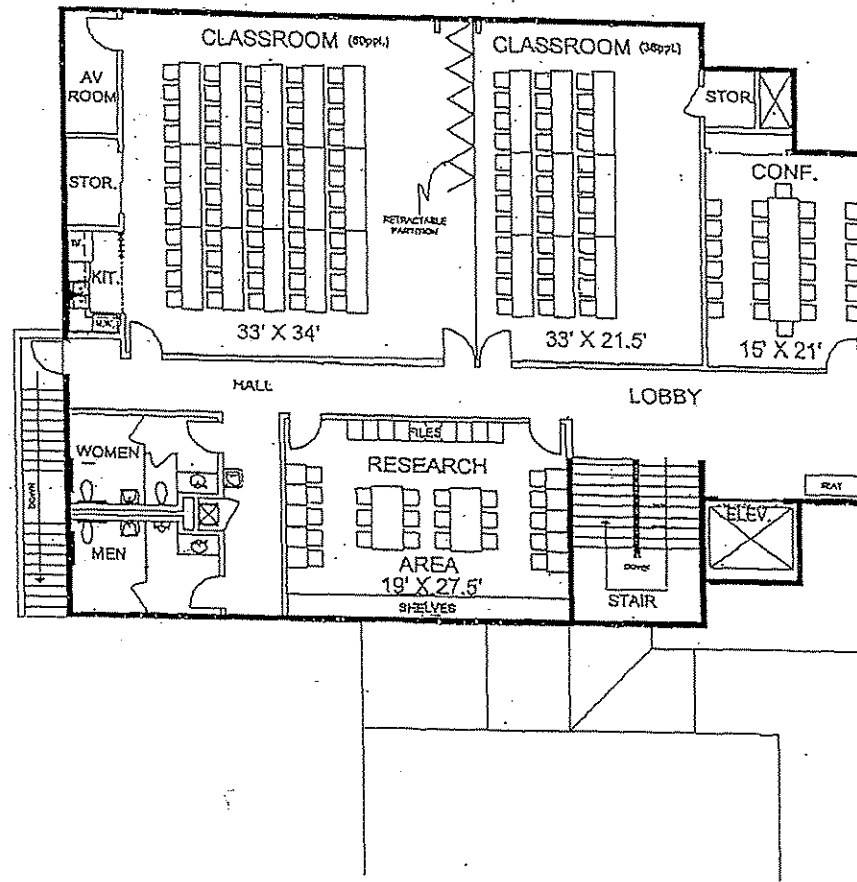


Graphic Scale

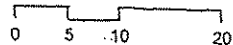


Seminole County History Center Proposed Education Multi-Purpose Building

Level 2 Plan



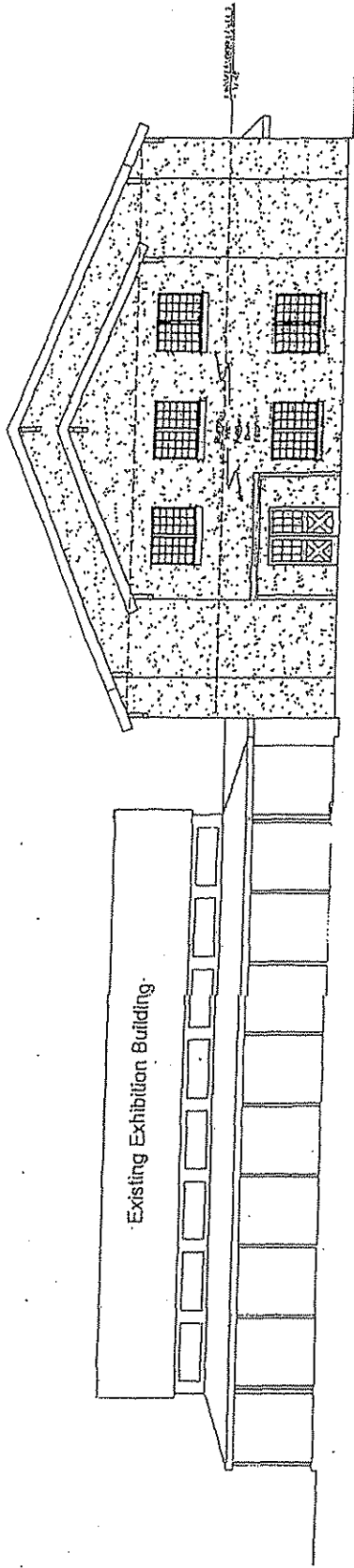
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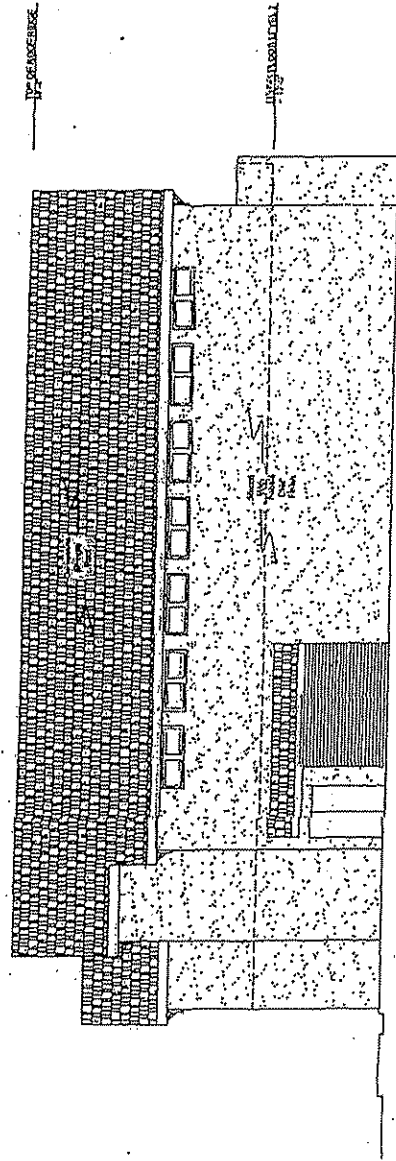
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Seminole County History Center Proposed Education Multi-Purpose Building

Existing Exhibition Building

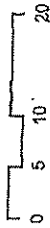


East Elevation



North Elevation

Graphic Scale



Seminole County History Center

Proposed Education Multi-Purpose Building

Program Areas:

<u>Level1</u>	<u>Proposed</u>
Exhibition Space	2,100 sf
Work Room	410 sf
Gift Shop	300 sf
Rest Room	280 sf
Circ/Stor./Support	<u>1,214 sf</u>
	4,304 sf
<u>Level2</u>	
Classroom (96 people)	1,840 sf
Conference Room	310 sf
Research Area	515 sf
Rest Room	280 sf
Circ/Stor./Support	<u>1,445 sf</u>
	4,390 sf
Total Enclosed Space	8,694 sf