

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Architectural and Engineering Services Agreement for Convention Center

DEPARTMENT: Administrative Services **DIVISION:** Support Services

AUTHORIZED BY: Jamie Croteau **CONTACT:** Meloney Lung **EXT.** 5256

Agenda Date	<u>3/25/03</u>	Regular	<input checked="" type="checkbox"/>	Consent	<input type="checkbox"/>	Work Session	<input type="checkbox"/>	Briefing	<input type="checkbox"/>
		Public Hearing – 1:30	<input type="checkbox"/>	Public Hearing – 7:00	<input type="checkbox"/>				

MOTION/RECOMMENDATION: Approve and authorize the Chairman to execute the A & E Agreement with Burke, Hogue, and Mills for design services related to the Convention Center.

BACKGROUND:

On August 18, 2002, the Board of County Commissioners selected the firm of Burke, Hogue and Mills to provide Architectural and Engineering services for the design of the Seminole County Convention Center. On January 28, 2003, the Board directed staff to negotiate the agreement.

Negotiations were conducted and the results are incorporated into the attached agreement, including a hold clause similar to the Owner's Representatives agreement. Funds are available in the Tourist Development Fund to cover Phase I-Programming and Schematics.

The Design Phase will be completed in March 2004 and the construction phase of the Convention Center is anticipated to be completed by April 2005. Staff will bring funding options for the Convention Center for the Board's consideration in May 2003.

Reviewed	
Co Atty:	
DFS:	_____
Other:	_____
DCM:	
CM:	
File No.	RASSS02

**ARCHITECTURAL AND ENGINEERING SERVICES AGREEMENT (PS-5118-02/BJC)
SEMINOLE COUNTY CONVENTION CENTER**

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, FL#AA-C000233, whose address is 100 Colonial Center Parkway, Suite 150, Lake Mary, Florida 32746 (including its employees, agents, vendors and subconsultants) hereinafter called the "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 the "COUNTY".

W I T N E S S E T H:

WHEREAS, the COUNTY desires to retain the services of a competent and qualified consultant to provide programming, architectural and engineering services for a convention center to be located in Sanford, Florida, hereinafter referred to as the "Project"; and

WHEREAS, the COUNTY has requested and received expressions of interest for the retention of architectural and engineering services of consultants relating to the Project; and

WHEREAS, CONSULTANT has represented to the COUNTY that it is competent and qualified to furnish architectural and engineering consulting services to the COUNTY and desires to provide its professional services according to the terms and conditions stated herein; and

WHEREAS, the Project cost is anticipated to be EIGHTEEN MILLION DOLLARS (\$18,000,000.00) (elsewhere herein called the "Budget"), said Budget being of the essence in this Agreement and this Budget is intended to be all inclusive, containing all costs associated with the Project; and

WHEREAS, to the extent that the CONSULTANT's fee is based in whole or in part on this Budget, the COUNTY and CONSULTANT agree herein that such fee shall be subject to the renegotiation should the Budget vary by ten percent (10%) or more (other than reductions resulting from COUNTY approved and accepted value engineering changes); and

WHEREAS, the proposed procurement method of the Project is Construction Manager at Risk,

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

SECTION 1. SERVICES AND DELIVERY SCHEDULES.

(a) COUNTY employs the CONSULTANT and the CONSULTANT agrees to perform and provide professional services for the Project as expeditiously as is consistent with professional skill and care of those employed in CONSULTANT's industry, and the orderly progress of the Project, consisting of:

(1) Those tasks as further described in the Scope of Services attached hereto and incorporated herein as Exhibit "A".

(2) Provide professional quality, technical accuracy and the coordination of all plans, studies, reports and other services furnished by CONSULTANT under this Agreement.

(3) Designing the Project so that it may be constructed within the Budget as established by the COUNTY, consistent with the Project Program as approved by the COUNTY.

(4) Preparing and delivering to the COUNTY and Construction Manager any applications for permits as identified in the Scope of Services.

(5) Participation in all such conferences with the COUNTY as are necessary to develop the Project's specifications and completely understand the Project scopes, as defined by the COUNTY.

(6) Provide Phase One Services, referred to in Exhibit "A" as Programming/Development site services which shall consist of, but not be limited to:

(A) the preparation of a Site Master Plan relative to the design of the new Convention Center identified by a description of the subject property attached hereto as Exhibit "B" for the COUNTY's review and approval.

(B) a Convention Center Space Program and review of the COUNTY's conceptual program.

(C) a proposed elevation and concept for phasing of the Project for future expansion.

(D) an evaluation of the COUNTY's proposed construction schedule and budget requirements, including pre-design cost estimates for the Project. Phase One Services shall be completed on or within twelve (12) weeks of execution of the Notice to Proceed.

(E) Prepare and deliver a full presentation to the Seminole County Board of County Commissioners on information developed in Phase One.

(F) Prepare and deliver schematic design documents satisfactory to the COUNTY for the Convention Center. The schematic design documents shall establish the design of the Project illustrating the scale and relationship of the Project components. The schematic design documents shall include a site plan, if appropriate, and preliminary floor plans, sections and elevations. At the Architect's option, the schematic design deliverable may include study models, perspective sketches, electronic modeling or combinations of these media. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

(7) Provide Phase Two Services which shall include preparation of the design documents for the Project as follows:

(A) Prepare and deliver design development documents satisfactory to the COUNTY for the Convention Center. The design development documents shall illustrate and describe the refinement of the design of the Project, establishing the scope, relationships, forms, size and appearance of the Project by means of plans, sections and elevations, typical construction details, and equipment layouts. The design development documents shall include specifications that identify major materials and systems and establish in general their quality levels. These design development documents shall be delivered to the COUNTY within fifteen (15) weeks of authorization to proceed with design documents.

(B) Prepare and deliver construction documents satisfactory to the COUNTY for the Convention Center. The construction documents shall set forth in detail the requirements for construction of the Project. The Construction Documents shall include drawings and specifications that establish in complete detail the quality levels of materials and systems required for the Project. These construction documents shall be delivered to the COUNTY within sixteen (16) weeks of authorization to proceed with construction documents.

(8) Employ and utilize services of professional engineers registered and licensed by the State of Florida and trained in the appropriate field of work, acceptable to and approved by the COUNTY prior to work commencing to include the fields of work identified below, as well as those referenced in the Scope of Services:

- (A) plumbing;
- (B) heating, ventilating, air conditioning;
- (C) electrical power, lighting, and energy management;
- (D) water supply and waste water disposal,

- (E) structural (design and engineering);
- (F) mechanical;
- (G) civil sitework;
- (H) fire alarm systems;
- (I) interior design and furniture selection;
- (J) landscaping and irrigation;
- (K) geotechnical services;
- (L) signage and graphics;
- (M) acoustical/sound/video engineer where applicable;
- (N) security systems;
- (O) traffic consulting required for the Project including roadway impacts;
- (P) Level 1 Environmental Report;
- (Q) such other work related to the scope of this Project as may be required by the COUNTY,
- (R) surveying services.

The CONSUTLANT shall not replace any subconsultants identified in its Proposal to the COUNTY, or any subconsultants otherwise approved by the COUNTY, without the COUNTY's designated Representative's prior written consent, which shall not be unreasonably withheld.

(9) Assist the Construction Manager and COUNTY in the bid, or bids, of the Project and in analyzing the bids and making appropriate recommendations to the COUNTY on the award of contracts relative to the Project. The CONSULTANT shall also assist the Construction Manager, the owner's representative and COUNTY in conducting pre-bid and/or pre-award conferences, as well as assist in presenting these matters to the Seminole County Board of County Commissioners. The CONSULTANT should anticipate making one (1) formal presentation per phase to the Seminole County Board of County Commissioners and on an informal basis to staff on a regular and continuous basis throughout the duration of the design

and construction of the Project. The CONSULTANT shall also prepare, at its own expense, such free hand renderings as may be reasonably requested by the COUNTY and approval by COUNTY's representative. The CONSULTANT should anticipate meeting at least twice monthly with the COUNTY personnel and facilities' users during design, and weekly during construction of the Project as contemplated by the Project Design Schedule attached hereto as Exhibit "C".

(10) Participate with the COUNTY and Construction Manager in the preparation and recommendation of value engineering lists, should value engineering for the Project become necessary.

(11) Provide construction contract administration services as stated herein, and as shown in the AIA A201 General Conditions of the Contract for Construction, as modified, and which is a part of the COUNTY's Contract with the Construction Manager. To the extent there exists a conflict between this Agreement and the A201 as modified, this Agreement shall control.

(12) Approve and certify payments due to the Construction Manager as provided in the construction Contract Documents.

(13) Review with the COUNTY staff and respond to claims which may arise on the Project as provided in the construction Contract Documents as an additional service.

(14) Review and approve or reject, as appropriate, all shop drawings and submittals within fourteen (14) calendar days of receipt by CONSULTANT for conformity to project manual and drawings and obtain a copy of each shop drawing for the COUNTY at same time as the Construction Manager's approval is granted.

(15) Conduct at least weekly on-site observations and submit reports as work progresses and at all critical phases of construction; conduct on-site inspection with owner's representative and Construction Manager prior to submittal of Certificate of Substantial Completion for

COUNTY acceptance; attend weekly meetings; review the list of deficiencies and omissions (punch list) submitted by the Construction Manager; on-site inspection to confirm completeness of list for approval of final payment prior to approval of final payment. The CONSULTANT, after reviewing the Construction Manager's list, shall prepare its own punch list to insure that all defects or omissions are noted and corrected. The CONSULTANT shall also conduct the final on-site inspection and such other on-site inspections as are necessary to verify completion of listed defects and omissions.

(16) Review and make recommendations to the COUNTY for any and all requested Change Orders.

(17) Obtain from the Construction Manager, and review for completeness and acceptability, complete project records including project manual(s), as-built drawings, and mylar drawings from the Construction Manager corrected to show all construction changes, additions, and deletions along with an indemnification and release from the Construction Manager. The CONSULTANT shall also provide Construction Manager with CADD disks to assist the Construction Manager in the preparation of the as-built drawings. CADD disks shall be formatted in the version of Autocadd in use at completion of Construction Documents.

(18) Prepare and submit for approval by COUNTY a Certificate of Substantial Completion and a Final Certification of Completion for the Project, including all required certifications by CONSULTANT. Obtain from Construction Manager and review for completeness, have corrected if necessary, and submit to COUNTY all warranties, owner manuals and other such documents required to formally closeout the Project.

(19) If requested by COUNTY, consult with and advise the COUNTY regarding problems with the Project during the one (1) year

period for correction of work with the Construction Manager.

(20) Approximately one (1) month after substantial completion of the Project, CONSULTANT shall coordinate a complete building systems operational review to assure the COUNTY that all systems, including, but not limited to, the HVAC systems, are installed and working correctly and in accordance with the Contract Documents.

(21) Approximately eleven (11) months after Project substantial completion, the CONSULTANT shall coordinate the building call-back inspection. This inspection will address all items under warranty or guarantee and determine if satisfactory performance has been rendered. The CONSULTANT will notify the COUNTY of the date and time of the inspection. The CONSULTANT shall attend this inspection.

(22) Approximately eighteen (18) months after substantial completion, the CONSULTANT shall provide for a roofing two (2) year call-back inspection (where applicable). This inspection will address all items covered by the roofing project warranty and determine if the roof has any deficiencies requiring warranty service. The CONSULTANT shall notify the other necessary parties prior to the warranty expiration. The CONSULTANT and the Construction Manager shall attend this inspection.

(23) CONSULTANT shall carry out its services in a professional, expeditious and economical manner consistent with the interests of the COUNTY. CONSULTANT agrees it will design a sound, fully functioning, and complete Project which meets or exceeds all applicable codes and regulations.

SECTION 2. TIME FOR COMPLETION. The services to be rendered by CONSULTANT shall commence within fourteen (14) days of execution of this Agreement by the parties and shall terminate thirty (30) days after final payment has been made to the Construction Manager upon completion of the Project. However, this Section is subject to the following

provisions which shall survive termination of this Agreement under this Section: All call-back inspections identified in Section 1 above, all indemnification obligations, warranties and guarantees required hereunder. Time is of importance concerning performance of all obligations of the CONSULTANT and COUNTY under this Agreement.

SECTION 3. TIME AND ORDER OF ARCHITECT'S SERVICES.

(a) The CONSULTANT shall furnish the documents and provide the services herein required in such sequence and at such times as are necessary for prompt prosecution of the work of design and construction of the Project. All deadlines contained within this Agreement for the CONSULTANT to perform certain tasks may be extended solely by the written consent of the COUNTY, which shall not be unreasonably withheld.

(b) CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its services.

SECTION 4. COUNTY'S DUTIES.

(a) The COUNTY shall provide information in a timely manner regarding requirements for the limitations on the Project.

(b) The COUNTY's designated representative (hereinafter "Representative") shall be in place at the start of CONSULTANT's services and authorized to act on the COUNTY's behalf with respect to the Project. The COUNTY or the COUNTY's Representative shall render decisions in a timely manner pertaining to documents submitted by the CONSULTANT in order to avoid unreasonable delay in the orderly and sequential progress of the CONSULTANT's services.

SECTION 5. COMPENSATION AND PAYMENT.

(a) The COUNTY agrees to compensate CONSULTANT for the professional services called for under this Agreement a fixed fee in the amount of ONE MILLION TWO HUNDRED THIRTY-TWO THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$1,232,500.00). The fixed fee shall be comprised of separate fee components for each phase of this Agreement as follows:

Programming and Schematics	Twenty-four percent (24%)
Design Documents	Twenty percent (20%)
Construction Documents	Thirty-one percent (31%)
Bidding - Permitting	Three percent (3%)
Construction Administration	Twenty-two percent (22%).

The CONSULTANT shall provide, as a condition precedent to receiving payment for any services hereunder, a schedule of services which identifies in detail the portions of its fixed fee allocated to the various services to be provided in accordance with this Agreement. The services shall be invoiced on a monthly basis, based on the percentage of services completed, per the aforementioned detailed schedule of services. CONSULTANT shall perform all work required by the Scope of Services and the terms of this Agreement, but in no event shall CONSULTANT be paid more than the fixed fee amount stated above, except by authorized Amendment. Compensation for "Additional Services" shall be paid at the rates as contained in Exhibit "D" "Rate Schedule" attached hereto.

(b) Payments shall be made to the CONSULTANT when requested as work progresses for services furnished, but not more than once monthly. Upon review and approval of CONSULTANT's invoice, the COUNTY shall, within thirty (30) calendar days of receipt of the invoice, pay CONSULTANT the approved amount.

(c) In the event the CONSULTANT falls behind the schedule outlined in this Agreement, no further progress payments shall be made until the CONSULTANT brings the Project back on schedule, or a revised schedule is submitted and approved by the COUNTY, or until all work has been completed and accepted by the COUNTY.

(d) Additional Services are those provided by the CONSULTANT at the request of the COUNTY, approved in advance by the COUNTY, and not otherwise a requirement of this Agreement. Additional Services shall be

paid for as outlined in paragraph (e) below.

(e) CHANGES IN SCOPE; ALLOWANCE OF ADDITIONAL COMPENSATION: If instructed to do so in writing by the COUNTY, the CONSULTANT shall change or revise work that has been performed, and if such work is not required as a result of error, omission, or negligence of the CONSULTANT, or the result of the CONSULTANT not adhering to the Project Budget, the CONSULTANT may be entitled to additional compensation as Additional Services. The additional compensation shall be computed by the CONSULTANT on a revised fee quotation proposal and submitted to the Representative for prior written approval. The fee shall be agreed upon before commencement of any additional work and shall be incorporated by written amendment to this Contract. In all disputes arising over the right to additional compensation, the COUNTY shall reasonably determine whether substantial acceptable work has been done on documents such that changes, revisions, or preparation of additional documents result in additional compensation to the CONSULTANT.

Upon the request of the COUNTY, and as an additional services, the CONSULTANT shall provide a full-time on-site construction services representative the skill level, cost and selected individual to be approved by the COUNTY's Representative at the not to exceed amount of ONE HUNDRED TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$125,000.00) per year, the exact amount to be negotiated at the time of such request.

The COUNTY reserves the right to change the CONSULTANT's Scope of Services and the CONSULTANT agrees to provide and perform such reasonable changes in services as are requested and authorized by written order by the COUNTY and subject to any adjustment in compensation as set forth herein.

In the event the COUNTY issues the CONSULTANT a written order or directive to change the Scope of Services, and the COUNTY and the CONSULTANT do not arrive at a mutually acceptable change in the

contractually established compensation and/or schedule at the time the written order or directive is issued, the CONSULTANT shall proceed with the change in services and shall not use such lack of mutual acceptance as a basis or cause to stop or otherwise delay the progress or completion of any of the services or work to be provided or performed by the CONSULTANT pursuant to this Contract. Any and all such changes in the Scope of Services which will result in a change in the CONSULTANT's contractually established compensation or work schedule shall be confirmed by the COUNTY's issuance of a written amendment to this Contract.

(f) NO COMPENSATION FOR SERVICES REQUIRED DUE TO CONSULTANT'S ERRORS OR OMISSIONS. Notwithstanding anything to the contrary expressed elsewhere in this Contract, no professional services made necessary by any error, omission, or fault of the CONSULTANT to provide or perform it's duties, responsibilities or obligations under this Agreement shall be compensated under this Agreement.

SECTION 6. BILLING AND PAYMENT.

(a) CONSULTANT shall render to the 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 the CONSULTANT;
- (2) Contract Number;
- (3) A description of the services rendered with sufficient detail to identify the exact nature of the work performed; and
- (4) Such other information as may be required by this Agreement or reasonably requested by the COUNTY from time to time.

The original invoice shall be sent to:

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

A duplicate copy of the invoice shall be sent to:

Director, Seminole County Administrative Services
200 West County Home Road
Sanford, Florida 32773

(5) Reimbursable expenses are in addition to compensation for the CONSULTANT's services and include expenses incurred by the CONSULTANT and CONSULTANT's employees, vendors, and consultants directly related to the Project, as identified in the following clauses:

(A) transportation in connection with the Project, COUNTY authorized in writing out-of-town travel (no transportation costs shall be reimbursable unless it extends outside a fifty (50) mile radius one way from CONSULTANT's designated Lake Mary, Florida office) and subsistence, and electronic communications;

(B) fees paid for securing approval of authorities having jurisdiction over the Project;

(C) reproductions, plots, standard form documents, communication costs, postage, handling and delivery of Instruments of Service;

(D) expense of overtime work requiring higher than regular rates, if authorized in advance by the COUNTY; and

(E) all reimbursable expenses hereunder shall be capped at SEVENTY-TWO THOUSAND AND NO/100 DOLLARS (\$72,000.00) for the duration of this Agreement. Any request by CONSULTANT to exceed this SEVENTY-TWO THOUSAND AND NO/100 DOLLARS (\$72,000.00) cap must be submitted in writing, in advance of incurring any such expense, to the COUNTY for consideration. Consent by the COUNTY shall not be unreasonably withheld. All reimbursable requests hereunder shall comply with the requirements of the State of Florida for reimbursement by public agencies, and shall specifically comply with the requirements of Chapter 112, Florida Statutes.

(b) Payment shall be made in accordance with Sections 5 and 6 herein.

(c) Neither the 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 the CONSULTANT shall be and remain liable to the COUNTY in accordance with applicable law for all damages to the COUNTY caused by the CONSULTANT's performance of any of the services furnished under this Agreement.

SECTION 7. AUDIT OF RECORDS.

(a) COUNTY may perform or have performed an audit of the records of CONSULTANT during performance of this Agreement and after final payment only to ensure payment to subconsultants or vendors of the CONSULTANT for this Agreement. 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 subsection, and the total compensation so determined shall be used to calculate final payment to CONSULTANT if it has evidence that subconsultants or vendors have not been paid.

(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 the Agreement period and for five (5) years from the date of final payment under the Contract 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 to the CONSULTANT by COUNTY under the terms of the Agreement, CONSULTANT shall refund such overpayment to COUNTY within thirty (30) days of notice by the COUNTY.

SECTION 8. CONTRACT ADMINISTRATION.

(a) CONSULTANT shall make no less than one (1) site visit a week during construction of the Project, as well as at all critical stages of construction, or as requested by COUNTY for the purpose of guarding the COUNTY against non-performance, defects and deficiencies in the work and to determine in general if the work is proceeding in accordance with the Contract Documents. Such visits shall be made when the CONSULTANT either is advised by the Construction Manager or the COUNTY of critical stages in construction or when deemed necessary by the CONSULTANT or the COUNTY. In addition the CONSULTANT shall attend any necessary meetings during construction at the request of the COUNTY.

(b) The CONSULTANT shall not be responsible for the detection of concealed or latent defects or deficiencies in the Construction Manager's work except those that would be readily observable by the CONSULTANT during any site visit or as may be called to CONSULTANT's attention by COUNTY, Construction Manager, or any inspectors. CONSULTANT shall not be responsible for the construction means, methods, or procedures utilized by the Construction Manager and subcontractors. The CONSULTANT shall report to the COUNTY deviations from the Contract Documents and from the most recent Construction Schedule submitted by the Construction Manager. While administering the construction contract, the CONSULTANT shall act as an independent owner's representative with regard to the Construction Manager. CONSULTANT shall not be responsible during visits to the site, or at any other time, for occupational safety or health, compliance with occupational

safety and health guidelines, safety precautions or regulations, or the means and methods or procedures of construction which should be utilized to protect the COUNTY or its Construction Manager, subcontractors, or their agents, laborers, materialmen, or guests from injury on or near the site of construction during the period of construction.

(c) The CONSULTANT shall furnish a copy of its site visit report to the COUNTY and the Construction Manager within five (5) working days from the CONSULTANT's site visit.

(d) The CONSULTANT shall advise COUNTY in writing of special problems and recommended changes necessitated by unforeseen conditions encountered in the course of construction.

(e) The CONSULTANT shall deliver to the COUNTY copies of all approved shop drawings and submittals, approvals, additional drawings and directions received from, or given to the Construction Manager upon receipt of documents by CONSULTANT or upon action being taken.

(f) The CONSULTANT shall submit to COUNTY, prior to any of the work being done, all proposed change orders which change the scope of the Project and which will result in an increase or decrease in gross construction cost. All such proposed change orders shall be reviewed by the CONSULTANT and a recommendation made to the Representative concerning whether such proposed change order should be accepted. Absolutely no work performed will be paid for by COUNTY unless within the original scope of Project or done under authority of written change order approved by COUNTY.

SECTION 9. OWNERSHIP OF DOCUMENTS. All deliverable reference data, survey data, plans and reports that result from the CONSULTANT's services under this Agreement shall become the property of the COUNTY after final payment for the specific service provided is made to CONSULTANT or upon any termination of this Agreement. No changes or revisions to the documents furnished by CONSULTANT shall be made by

COUNTY or its agents without the written approval of CONSULTANT, unless the CONSULTANT has been terminated hereunder.

SECTION 10. FORM AND NUMBER OF DOCUMENTS. For each phase, CONSULTANT agrees to furnish and provide COUNTY ten (10) copies of all plans, specifications, drawings, and other documents (except correspondence) prepared by CONSULTANT hereunder, same to be furnished as the same are prepared and completed by CONSULTANT, and if COUNTY requires additional copies of any of the same, CONSULTANT will promptly furnish the same to COUNTY upon request for the reasonable cost of the reproduction of same. COUNTY may, at COUNTY's expense, obtain a set or sets of reproducible prints of any or all drawings and other documents prepared hereunder by CONSULTANT for the Project, the CONSULTANT agrees to make available all such drawings and other documents available for such purpose upon COUNTY's request. The CONSULTANT shall provide three (3) sets of reduced size progress documents, specifications and CADD disks in the latest available format at no additional cost to the COUNTY for each progress phase of the design process as listed below. Documents are to be produced at the end of each phase and progress documents will be produced during each phase as follows:

- (a) Schematics - 50% and 100% completion.
- (b) Design Documents - 50%, 80%, and 100% completion.
- (c) Contract Documents - 30%, 50%, 80%, and 100% completion.

SECTION 11. TERMINATION.

(a) The COUNTY may, with seven (7) days written notice to the CONSULTANT, terminate this Agreement, in whole or in part, at any time, either for the COUNTY's convenience or because of the failure of the CONSULTANT to fulfill CONSULTANT's Agreement obligations. The COUNTY shall have the absolute right and option to terminate this Agreement without cause. Any payment to be made to the CONSULTANT shall be done in accordance with Sections 5 and 6 of this Agreement. Upon receipt of

such notice, the CONSULTANT shall:

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

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

(b) If the termination is for the convenience of the COUNTY, the 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 the Agreement.

(c) If the termination is due to the failure of the CONSULTANT to fulfill its Agreement obligations, the COUNTY may take over the work and prosecute the same to completion by Agreement or otherwise. In such case, the CONSULTANT shall be liable to the COUNTY for reasonable additional costs occasioned to the COUNTY thereby. The CONSULTANT shall not be liable for such additional costs if the failure to perform the Agreement arises out of causes beyond the control and without the fault or negligence of the CONSULTANT. Such causes may include, but are not limited to, acts of God or of the public enemy, acts of the 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 the CONSULTANT.

(d) If, after notice of termination for failure to fulfill Agreement obligations, it is determined that the CONSULTANT had not so failed, the termination shall be deemed to have been effected for the convenience of the 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 the COUNTY provided in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

SECTION 12. TEMPORARY PROJECT HOLDS. At the COUNTY's option, the Convention Center project may be placed on temporary hold, not to exceed one (1) year in length for each instance of hold status, during which times the CONSULTANT's performance of the Scope of Services shall temporarily cease and the COUNTY shall not be obligated to make payments to the CONSULTANT. The COUNTY shall notify the CONSULTANT of the onset of said hold period in writing, not less than seven (7) days before the time said hold begins, and shall give CONSULTANT a reasonable estimation of the length of time said hold is expected to last. At the conclusion of the hold period the CONSULTANT shall resume performance of the Scope of Services and the COUNTY shall resume monthly payments to the CONSULTANT. Hold periods shall not affect the total amount of compensation paid to the CONSULTANT pursuant to this Agreement.

SECTION 13. 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 14. 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 the 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 bonafide 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 the 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 15. ASSIGNMENT. This Agreement, or any money due or to become due hereunder may not be assigned by CONSULTANT to any other party without prior written approval of the COUNTY of such proposed assignment. CONSULTANT specifically agrees not to assign, sell, or transfer any accounts receivable under this Agreement to any third party factoring company or related business. COUNTY SHALL NOT BE LIABLE TO ANY THIRD PARTIES FOR PAYMENT OF ANY ASSIGNED ACCOUNTS RECEIVABLE.

SECTION 16. SUBCONSULTANTS. In the event CONSULTANT, during the course of the work under this Agreement, requires the services of any subconsultants or other professional associates in connection with service covered by this Agreement, CONSULTANT must secure the prior written approval of the Representative. If subconsultants or other professional associates are required in connection with the services covered by this Agreement, CONSULTANT shall remain fully responsible for the services of subconsultants or other professional associates. All geotechnical consultants required for the Project contemplated under this Agreement shall be retained by the CONSULTANT as subconsultants. Such geotechnical consultants shall not be in direct contractual privity with the COUNTY.

SECTION 17. INDEMNIFICATION OF COUNTY. To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless the COUNTY, its officers, agents, and employees from all damages, losses, or expenses, including attorneys' fees arising from any claims, demands, causes of action of whatever kind or nature arising out of or related to the negligent, reckless, or intentionally wrongful performance of the services under this Agreement by CONSULTANT, its subconsultants, officers, employees, or agents.

SECTION 18. OTHER CONDITIONS. The COUNTY's review or approval of the Project documents does not relieve the CONSULTANT of its responsibility for any errors or omissions subsequently discovered in the documents.

SECTION 19. INSURANCE.

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

(1) The CONSULTANT shall furnish the 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). The COUNTY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy. The Certificate of Insurance shall provide that the 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 the CONSULTANT, the CONSULTANT shall provide the 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 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 the Agreement and that the insurance is in full compliance with the requirements of the Agreement.

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

(4) Neither approval by the COUNTY or failure to disapprove the insurance furnished by CONSULTANT shall relieve the CONSULTANT of the 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: 1) lose its Certificate of Authority, 2) no

longer comply with Section 440.57, Florida Statutes, or 3) fail to maintain the requisite Best's Rating and Financial Size Category, the CONSULTANT shall, as soon as the CONSULTANT has knowledge of any such circumstance, immediately notify the 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 the CONSULTANT has replaced the unacceptable insurer with an insurer acceptable to the COUNTY the CONSULTANT shall be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of the CONSULTANT, the CONSULTANT shall, at the 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 the Agreement, the insurance shall become effective prior to the commencement of work by the CONSULTANT and shall be maintained in force until the Agreement 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 the 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. The CONSULTANT will also be responsible for procuring proper proof of coverage from its subcontractors and subcontractants of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both the CONSULTANT and its subcontractors is 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's 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)
\$500,000.00	(Disease-Policy Limit)
\$500,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) The CONSULTANT's insurance shall cover the 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 the CONSULTANT (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

	<u>LIMITS</u>
General Aggregate	\$3,000,000.00
Personal & Advertising Injury Limit	\$1,000,000.00
Each Occurrence Limit	\$1,000,000.00

(3) Professional Liability Insurance. The CONSULTANT shall carry limits of not less than ONE MILLION AND NO/100 DOLLARS

(\$1,000,000.00) per claim and TWO MILLION AND NO/100 DOLLARS (\$2,000,000.00) in the aggregate.

(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 the COUNTY or the COUNTY's officials, officers, or employees shall be excess of and not contributing with the insurance provided by or on behalf of the 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 the CONSULTANT, its employees or agents of liability from any obligation under a Section or any other portions of this Agreement.

SECTION 20. ALTERNATIVE DISPUTE RESOLUTION (ADR).

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY ADR procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY ADR procedures for proper invoice and payment disputes are set forth in Section 55.1, "Prompt Payment Procedures," Seminole County Administrative Code. Contract claims include all controversies, except disputes addressed by the "Prompt Payment Procedures," arising under this Agreement and ADR procedures therefor are set forth in Section 220.102, "Contract Claims," Seminole County Code.

(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 the COUNTY ADR procedures set forth in subsection (a) above of which the CONSULTANT had knowledge and failed to present during the COUNTY ADR procedures.

(c) In the event that COUNTY ADR 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 21. 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. The COUNTY, upon execution of this Agreement, shall designate and advise CONSULTANT in writing of one (1) or more COUNTY employees to whom all communications pertaining to the day-to-day conduct of the Agreement shall be addressed. The designated representative shall have the authority to transmit instructions, receive information and interpret and define the COUNTY's policy and decisions pertinent to the work covered by this Agreement. The Representative shall be determined by the Director of Administrative Service, who may serve as the backup designee.

(b) CONSULTANT shall, at all times during the normal work week, designate or appoint one (1) 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. The CONSULTANT designates Robert H. Burke, Jr., Camala McCarter Hogue, and Jerry W. Mills, Sr. hereunder.

SECTION 22. 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 23. 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. No term or provision of this Agreement may be waived by the COUNTY except in writing signed by its duly authorized officer or agent.

SECTION 24. CONTRACT DOCUMENTS. The Contract Documents which form the agreement between the COUNTY and CONSULTANT are this Agreement and all Exhibits thereto. In the event of any conflict between this Agreement and any other writing, this Agreement controls as to the duties, liabilities and responsibilities of the CONSULTANT.

SECTION 25. INDEPENDENT CONTRACTOR. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of copartners between the parties, or as constituting the CONSULTANT including its officers, employees, and agents, the agent, representative, or employee of the COUNTY for any purpose, or in any manner, whatsoever. The CONSULTANT is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

SECTION 26. EMPLOYEE STATUS. Persons employed by the 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 the COUNTY's officers and employees either by operation of law or by the COUNTY.

SECTION 27. SERVICES NOT PROVIDED FOR. No claim for services furnished by the CONSULTANT not specifically provided for herein shall be honored by the COUNTY.

SECTION 28. 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 29. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, 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:

Director, Administrative Services
200 West County Home Road
Sanford, Florida 32773

FOR CONSULTANT:

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

SECTION 30. RIGHTS AT LAW RETAINED. The rights and remedies of the COUNTY and CONSULTANT, provided for under this Agreement, are in addition to any other rights and remedies provided by law.

SECTION 31. COMPLIANCE WITH LAWS AND REGULATIONS. In providing all services pursuant to this Agreement, the 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 including, but not limited to, those relating to environmental concerns. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to the CONSULTANT.

SECTION 32. CONFLICT OF INTEREST.

(a) The 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 the 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) The CONSULTANT hereby certifies that no officer, agent or employee of the 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 the 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, the CONSULTANT hereby agrees that monies received from the COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal Agency.

(d) The CONSULTANT hereby certifies that neither the CONSULTANT, nor any officer, agent or employee of CONSULTANT has any material interest either directly or indirectly, in the business of the Construction Manager for the Project, or any of the Construction Manager's subcontractors or vendors.

SECTION 33. VENUE. Venue and jurisdiction for litigation arising under this Agreement shall lie solely within the appropriate State court in Seminole County, Florida. This Contract shall be interpreted in accordance with the laws of the State of Florida.

SECTION 34. INCORPORATION CLAUSE. The recitals contained within the "WHEREAS" clauses are hereby incorporated into the Agreement and are material terms of this Agreement.

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

ATTEST:

BURKE, HOGUE & MILLS ASSOCIATES, INC.

JERRY W. MILLS, Principal

By: _____
ROBERT H. BURKE, JR., CEO

(CORPORATE SEAL)

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
DARYL G. MCLAIN, Chairman

Date: _____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

County Attorney
AC/lpk
2/5/03 2/25/03 3/5/03 3/13/03 3/14/03
PS-5118

Attachments:

- Exhibit "A" - Scope of Services
- Exhibit "B" - Property Description
- Exhibit "C" - Project Design Schedule
- Exhibit "D" - Rate Schedule

EXHIBIT "A"
SCOPE OF SERVICES

ARCHITECTURAL AND ENGINEERING SERVICES AGREEMENT (PS-5118-02/BJC)
SEMINOLE COUNTY CONVENTION CENTER

SECTION 1. GENERAL.

The nature, character, COUNTY's objective, and proposed services are described as follows:

The COUNTY desires the CONSULTANT to provide complete architectural and engineering services necessary to prepare schematic designs, site plans, programming, construction administration, and final construction plans and specifications for the construction of the Convention Center (collectively referred to herein as the "Project").

The CONSULTANT shall provide complete professional services for the preparation of the site plans and construction plans and specifications, including, but not limited to: architectural, interior design, landscape architecture, civil engineering, mechanical engineering, electrical engineering, structural engineering, surveying, environmental permitting, security systems, geotechnical services, fire alarms, traffic/transportation consulting, environmental testing, signage and graphics, acoustical systems design, and cost estimating services necessary for successful construction. The CONSULTANT is expected to procure and coordinate the geotechnical services necessary for the proper design of the new Convention Center.

To the extent any provisions of this Exhibit "A" conflict with the terms of the Agreement between the COUNTY and CONSULTANT, the provisions of the Agreement shall take precedence.

SECTION 2. CONSULTANT SERVICES. The CONSULTANT's services consist of those described in the Agreement, and as supplemented herein.

SECTION 3. PHASE I.

(a) PROGRAMMING / DEVELOPMENT SITE SERVICES.

(1) Refine Project Goals and Objectives. A Project Advisory Committee will be established to initiate the facility programming process and to participate throughout the process in guiding the Project Team's efforts. The COUNTY's designated representative shall be the point of contact for the CONSULTANT and have the authority and responsibility to transmit instructions, interpret and define the PAC's input and participation pertinent to the role of the PAC.

(A) The CONSULTANT, through meetings with COUNTY staff, will develop a space program to meet all space needs and identify more completely all study objectives. CONSULTANT will conduct a space programming study, a clarification of the various components to be included in the proposed facility, and review and recommendations of the space standards that will guide the programming process.

(B) The CONSULTANT shall provide programming services consisting of consultation to establish and document the design objectives, limitations and criteria, flexibility and expandability, site requirements, development of preliminary budget for the work based on programming and scheduling studies, and security criteria for the Project, as defined by the CONSULTANT and approved by the COUNTY's Representative.

(C) At the completion of the Programming Phase, provide a cost estimate based on square footage using narratives and other Programming Phase deliverables.

(D) Develop prototypical space layouts for various Convention Center areas, including, but not limited to, meeting rooms, ballroom, food service area, lobby spaces, etc. These layouts will be generic in nature and used to illustrate furniture configurations and submitted to the COUNTY staff for review.

(2) Traffic, Transportation, and Parking Assessment.

Identify parking requirements for employees, visitors, and delivery vehicles. Identify the number of person trips generated by employees and visitors relative to the Project through an initial survey instrument. Through this analysis, an estimate will be made of future parking requirements. This information will assist the COUNTY, as well as other local officials, in the determination of roadway improvement priorities relative to long-range development plans, as well as additional parking requirements needed at the new site. Identify both on-site parking needs and off-site Convention Center parking needs based on availability of on-site parks and Interlocal Agreement with the City of Sanford.

(3) Develop Detailed Operational and Architectural Program. Develop a detailed spatial program for the new facility components that will meet necessary operational requirements. Apply grossing factors to the net square footage to determine the total square footage requirements for the Project or components.

- Component Role: Each component of the Project will be defined according to its mission and relationship with other Project components. This will be defined in both verbal and graphic terms.

- Functional Description: Each function to be included within the Project will be described according to management philosophy, physical relationships to other components, mission, security concept, and general staffing guidelines.

- Spatial Allocations: Each individual space to be included in the Project components will be defined according to net and departmental gross factors. The amount of space within the Project allotted for each Project component will be identified in a matrix broken down by their perspective departmental factor.

- Functional Relationships/Adjacencies: With the development of net and gross square footage requirements, functional relationship diagrams will be prepared that illustrates the proposed relationships of all spaces within the Project, both within individual divisions and between divisions as a whole. The diagrams will provide an organizational structure for the Project design and will establish the required "building footprint".

- Space Schematics/Flow Diagrams: Consisting of diagrammatic studies and pertinent descriptive text for human, vehicular, and material flow patterns that include circulation patterns for the public, staff, vendors, and delivery services, etc.

(4) Design Review Services. As conceptual, schematic, design development, and construction documents are prepared by the CONSULTANT, the CONSULTANT will carefully review these documents to confirm compliance with the operational objectives of the COUNTY as

expressed through the operational intent and architectural space program.

(5) Site Development Services. The CONSULTANT shall perform site analysis that consist of the following: identification of potential location on site(s); on-site observations; traffic and transportation systems and parking studies; survey topography analysis; overall site analysis and evaluation.

(6) Site Development and Planning. This shall consist of preliminary site analysis and preparation, and comparative evaluation of conceptual site development designs based on the following: land utilization; structures placement; facilities development; development phasing; site related traffic and transportation systems and circulation and parking; utilities systems; surface and subsurface conditions; ecological requirements; and landscape concepts and forms.

(7) Detailed Site Utilization Assessment. This shall consist of detailed site analysis, based on the approved conceptual site development design including the following: land utilization; structures placement; facilities development; development phasing; traffic and transportation systems and circulation and parking; utilities systems; surface and subsurface conditions; soil report; vegetation; slope analysis; ecological requirements; and landscape concepts and forms.

(8) On-site Utility Assessment. This shall consist of established requirements and preparing initial designs of the following: electrical service and distribution; gas service and distribution; water supply and distribution; site drainage; sanitary sewer collection and disposal; process wastewater treatment;

stormwater collection and disposal; central-plant mechanical systems; fire systems; emergency systems; security; pollution control; site illumination; communications systems; telecommunications; CATV; and lightning protection.

(9) Off-site Utility Assessment. This shall consist of the following: confirmation of location, size and adequacy of utilities serving the site; determination of requirements for the connections to utilities; planning for the off-site utility extensions and facilities connections as required; and design of off-site utility extensions and facilities connections as required.

(10) Site Surveying. CONSULTANT shall provide surveys describing physical characteristics, legal limitations, and utility locations for the site of the Project (if applicable), and written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, pavement, and adjoining property and structures; adjacent drainage; right-of-ways; restrictions, easements, encroachments, zoning, deed restrictions, boundaries, and contours of the site; locations and dimensions and necessary data pertaining to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. CONSULTANT shall identify and mark all control points of the Project site. All the information on the survey shall be referenced to such control points and to Project benchmarks.

(11) Site Testing. CONSULTANT shall advise the COUNTY of all site testing which the CONSULTANT deems necessary to satisfactorily perform its obligations under this Agreement. Upon

COUNTY's concurrence, the CONSULTANT shall undertake the performance of all such necessary and approved site testing. Testing outside of that provided in the Scope of Services will be considered as an additional service.

(b) **TRAFFIC CONSULTING SERVICES.** CONSULTANT shall conduct a traffic study to determine the impact of the Project on the surrounding roadway network, as well as develop recommendations for improvements to the surrounding roadways and intersections. Turning movement counts will be taken for peak hours at up to four (4) locations, and twenty-four (24) hour approach counts will be taken for up to four (4) intersections. The traffic study will address auxiliary lanes, signalization, intersection geometries, traffic flow generated by Convention Center events, and any other traffic operations issues. A final report will be prepared for submittal to the COUNTY to submit to the FDOT. Estimated number of meetings contemplated within these services is four (4).

(c) **GEOTECHNICAL ENGINEERING SERVICES.** CONSULTANT shall provide all geotechnical services necessary for the preparation of the site plans and construction plans and specifications, including, but not limited to, the following:

(1) Test borings, test pits, determination of soil bearing values, percolation tests, evaluations of hazardous materials, and ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions.

(2) CONSULTANT will determine and identify soil and ground water conditions at the site, and identify areas where surface organic soils such as peat and muck are located. The CONSULTANT shall

determine groundwater elevations and projections for the seasonal variations such as evaluation of the site's "wet season" ground water levels to be used for the preliminary earthwork budgeting.

(3) The CONSULTANT shall provide the COUNTY with a written report outlining its geographical data analysis and detailing its professional recommendations. The CONSULTANT shall incorporate all of its recommendations and collected data analysis into the plans and specifications for the site preparation, fill placement and compaction, foundation design for structures, and information to be used by the Civil Engineer in design of pavement and stormwater management facilities. Any and all reports prepared pursuant to this Section will be signed and sealed by a Registered Florida Professional Engineer.

(4) All soil / geotechnical investigations and analyses shall be performed by a professional firm qualified to render such services.

(5) Methods and equipment used in obtaining soil samples and geotechnical information shall be compatible with Project design requirements, including, in particular, the requirements for major structures.

(6) Soil samples shall be obtained from areas selected by the CONSULTANT of the proposed improvements including structures and crossings and at intervals sufficient to permit an appropriate evaluation of soil conditions with respect to Project's design requirements.

(d) **COMPLIANCE.** The CONSULTANT shall revise all drawings, specifications, and other documents prepared by CONSULTANT pursuant to

this Agreement when such revisions are required by reasonable interpretations of current, or prior to starting construction documents, due to any enacted or revised Federal, State, or local codes, laws or regulations, including but not limited to those relating to accessibility for disabled persons. Specifically, CONSULTANT shall comply with the Americans with Disabilities Act, the Florida Accessibility Code and their promulgating regulations. If revisions are adopted after completion of construction documents and those revisions impact the design; the CONSULTANT shall be compensated as an additional service to correct the design to comply with the revisions.

SECTION 4. SCHEMATIC DESIGN PHASE.

(a) GENERAL REQUIREMENTS.

(1) The CONSULTANT shall review with the COUNTY alternative approaches to design and construction of the Project.

(2) Schematic design documents shall include drawings, outline specifications, and cost estimates developed in sufficient detail to indicate the exterior design of the Project, the functional relationships of all interior areas, the relationship of the Project to the site and other existing buildings, the materials to be used in construction, and the types of mechanical, electrical, and structural systems. The cost estimate shall be itemized to include all major categories of the work.

(3) In consultation with the COUNTY, the CONSULTANT shall determine and evaluate the general requirements of the Project, the scope of work, space and architectural requirements, impacts of the established construction budget, the total project time schedule,

availability and location of utilities, and the requirements of approving authorities.

(4) The CONSULTANT shall provide an evaluation of the program, schedule, and construction budget, each in terms of the other.

(5) The CONSULTANT shall meet with the COUNTY to present and review the schematic design documents along with alternative approaches to the design documents of the Project. The meeting location shall be as directed by the COUNTY. Timely approval of the schematic design submittal shall be obtained before final payment for that Phase of work may be issued, and before proceeding with the Design Development Phase.

(b) **REQUIRED DOCUMENTS.**

(1) Architectural design services during the Schematic Design Phase shall respond to program requirements and consist of:

- (A) site plans, including parking areas;
- (B) building floor plans;
- (C) building sections and elevations;
- (D) development of dimensions, areas and volumes;
- (E) selection of building systems and materials
- (F) perspective sketches;
- (G) preliminary existing plan and code analysis,
(Basis of Design);
- (H) floor plans and building sections indicating area/occupancy separations and rates walls;
- (I) identify circulation patterns for the public, staff, and the vendors/delivery services; and

(J) identify loading dock and staging for facility vendors and delivery services.

(2) Civil design services during the Schematic Design Phase shall consist of consideration of alternative materials and systems and development of conceptual design solutions for:

- (A) on-site utility systems;
- (B) off-site utility work;
- (C) fire protection systems;
- (D) drainage systems;
- (E) paving;
- (F) Environmental Level 1 assessment issues;
- (G) new and existing roadways; and
- (H) right-of-way/setback requirements.

(3) Structural design services during the Schematic Design Phase shall consist of recommendations regarding basic structural materials and systems, preliminary analysis, establishment of design criteria and loads, development of conceptual design, solutions, and narrative descriptions covering the following:

- (A) the recommended structural system; and
- (B) alternate structural systems.

(4) Mechanical design services during the Schematic Design Phase shall consist of evaluation of alternate systems and equipment, including life cycle cost analysis, and development of conceptual design drawings and narrative descriptions covering the following:

- (A) HVAC systems and equipment;
- (B) approximate space requirements for HVAC systems and equipment;

- (C) energy conservation concepts;
- (D) energy/fuel sources;
- (E) plumbing fixtures and equipment; and
- (F) fire sprinkler system.

(5) Electrical design services during the Schematic Design Phase shall consist of evaluation of alternate systems and equipment and development of conceptual design drawings and narrative descriptions covering the following:

- (A) power service and distribution;
- (B) lighting (interior and exterior);
- (C) telephones;
- (D) fire detection and alarm systems;
- (E) emergency and standby power systems;
- (F) security systems;
- (G) electronic communications - inclusive voice, data, and video networks, CCTV and CATV, public address system, and presentation systems;
- (H) special electrical systems;
- (I) approximate space requirements for electrical equipment and systems;
- (J) cable and fiber optic systems;
- (K) telecommunications pathway/distribution design;
- (L) grounding/lightning protection;
- (M) elevators/escalators; and
- (N) electrical systems for cafeteria equipment.

(6) Landscape design services during the Schematic Design Phase shall consist of a preliminary list of plants, systems and

equipment, and development of conceptual design solutions for land forms, lawns, and plantings based on program requirements, physical site characteristics, design objectives, environmental determinants, and water conservation.

(7) Interior requirements established during the Schematic Design Phase shall consist of space allocation and utilization plans based on functional relationships, consideration of alternate materials, systems and equipment in order to establish:

- (A) partition locations;
- (B) furniture and equipment layouts; and
- (C) convention equipment and display layouts.

(8) Narrative descriptions during the Schematic Design Phase shall consist of:

(A) identification of potential architectural materials, systems and equipment, and their criteria and quality standards;

(B) investigation of availability and suitability of alternative materials, systems and equipment for all disciplines.

(9) Construction cost estimate services during the Schematic Design Phase shall consist of development of a probable construction cost for the Project based on the schematic design documents, utilizing current and historic square foot costs, or other unit costs, including an appropriate Project contingency.

SECTION 5. PHASE II - DESIGN DEVELOPMENT PHASE.

(a) GENERAL REQUIREMENTS.

(1) Design development documents shall include drawings and abbreviated specifications developed from the schematic design

documents in greater detail to confirm or adjust, as required, all aspects of the schematic design documents and shall include a revised cost estimate reflecting the more detailed development.

(2) Based on the approved schematic design documents and any adjustments authorized by the COUNTY in the program, schedule or construction budget, the CONSULTANT 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, structural, mechanical and electrical systems, materials and other such elements as may be appropriate.

(3) The CONSULTANT shall meet with the COUNTY to present and review the design development documents. The meeting location shall be as directed by the COUNTY. Timely approval of the design development submittal shall be obtained before payment may be issued and before proceeding with the construction documents Phase.

(4) The CONSULTANT shall meet with all applicable State and local agencies, utilities, and other regulatory agencies, and shall provide the COUNTY with a list of all contacts made and a written summary of the results of those meetings.

(b) **REQUIRED DOCUMENTS.**

(1) Architectural design services during the Design Development Phase shall consist of continued development and expansion of architectural schematic design documents to establish the final scope, relationships, form, size and appearance of the Project including:

- (A) site plan;
- (B) building floor plans;

- (C) building sections and elevations;
- (D) typical construction details;
- (E) final materials selections;
- (F) equipment layouts;
- (G) identification and resolution of all code issues;
- (H) existing plan and code analysis (Basis of Design); and
- (I) floor plans and building sections indicating area/occupancy separations and rated walls.

(2) Civil design services during the Design Development Phase shall consist of continued development to civil schematic design documents, and development of preliminary specifications to establish the final scope and preliminary details for on-site and off-site civil engineering work relative to:

- (A) site access;
- (B) site fire protection (hydrant locations, fire flows, and fire truck access);
- (C) site utility connections and layout;
- (D) site drainage;
- (E) site paving, curbs and gutters, and sidewalks.

(3) Structural design services during the Design Development Phase shall consist of continued development of the selected structural system. Minimum information to be provided in the Design Development Phase documents shall be as follows:

- (A) basic structural system and dimensions;
- (B) final structural design criteria and loads;
- (C) foundation plan;

- (D) preliminary sizing of major structural components;
- (E) critical clearances (for coordination and other disciplines);
- (F) floor and roof framing plans;
- (G) major building sections/elevations; and
- (H) preliminary structural specifications.

(4) Mechanical design services during the Design Development Phase shall consist of continued development of mechanical schematic design documents and development of preliminary specifications. Minimum information to be provided in the Design Development Phase documents shall be as follows:

- (A) approximate HVAC equipment sizes and capacities in schedule format;
- (B) HVAC equipment locations (correlated to schedules);
- (C) main HVAC ductwork and piping systems layouts with sizes;
- (D) required chases for ductwork and piping;
- (E) identification of energy conservation methods;
- (F) temperature control system schematic diagram(s);
- (G) plumbing fixtures and equipment, in schedule format;
- (H) plumbing fixture/equipment locations (correlated to schedules);
- (I) main plumbing piping systems layouts with sizes and invert elevations;

(J) catalogue cuts on all HVAC equipment and plumbing fixtures;

(K) preliminary technical specifications for all materials, systems, and equipment;

(L) preliminary HVAC load calculations (both input and output)

(M) building floor plan(s) with each thermal zone outlined; and

(N) locations of fire sprinkler system components (fire riser, anti-freeze loops, etc.).

(5) Electrical design services during the Design Development Phase shall consist of continued development of electrical schematic design documents, and development of preliminary specifications. Minimum information to be provided in Design Development Phase documents shall be as follows:

(A) lighting, power, and communications systems plans, including public address systems and presentation systems;

(B) lightning protection/grounding;

(C) sizes, capacities and locations of major system components (transformers, panels, generators, etc.) and MDF/IDF equipment rooms;

(D) light fixture schedule (correlated to the drawings).

(E) catalogue cuts on all light fixtures and major equipment;

(F) required chases and clearances for conduit and cabling;

(G) model Energy Code compliance calculations;

(H) one-line diagrams illustrating power distribution;

(I) life safety system components identified and located (fire alarm panel, fire alarm devices, emergency lights, exit lights, etc.)

(J) preliminary technical specifications for all materials, systems and equipment;

(K) elevators and escalators; and

(L) electrical systems for kitchen equipment.

(6) Landscape design services during the Design Development Phase shall consist of continued development of landscape schematic design documents and development of abbreviated specifications and materials lists to establish the final scope and preliminary details for landscape work, including preliminary landscaping and irrigation plans.

(7) Interior design services during the Design Development Phase shall consist of continued development of interior schematic design documents and development of abbreviated specifications to establish the final scope and preliminary details relative to:

(A) special interior design features;

(B) materials, finishes and colors; and

(C) furniture, furnishings and equipment selections (if applicable).

(8) The Design Development Phase specifications submittal shall be a bound and indexed project manual. The specifications shall

be a preliminary version of all sections that are to be included in the construction documents.

(9) The Design Development Phase construction cost estimate shall be a detailed line item estimate thoroughly broken down to include estimated quantities for all major items of work.

SECTION 6. CONSTRUCTION DOCUMENTS PHASE.

(a) GENERAL REQUIREMENTS.

(1) From approved design development documents, prepare and satisfactorily complete within the time allowed, construction documents and a detailed construction cost estimate for approval by the COUNTY. Thoroughly check and coordinate all drawings and specifications prior to submitting them to the COUNTY.

(2) The CONSULTANT shall meet with the COUNTY and review the construction documents after all plan check comments have been addressed and have been incorporated into the construction documents. The meeting location shall be as directed by the COUNTY. Documents to be presented and reviewed at this meeting shall include Supplemental General Conditions, bid alternates, and the Bid Proposal Form. Approval of the construction documents submittal shall be obtained before proceeding with the printing of the bid documents.

(3) Prior to printing the bid documents, the CONSULTANT shall ascertain all utility company connections and/or permit fees, impact fees and credits, including fees to be charged by the utility company for work to be performed by the utility company.

(4) Preparing and delivering to the COUNTY and Construction Manager any applications for permits as identified in the Scope of Services.

(b) **REQUIRED REVIEWS AND APPROVALS.**

(1) The CONSULTANT shall provide written confirmation developed in collaboration with the COUNTY's Construction Manager-at-risk that approval of the construction documents has been obtained by all applicable governmental authorities having jurisdiction of the Project.

(2) The CONSULTANT shall obtain review comments from the applicable COUNTY and/or municipal government agencies. Review comments that either conflict with COUNTY requirements or which substantially affect the project cost shall be brought to the attention of the COUNTY for resolution.

(c) **PLAN CHECKING.**

(1) The CONSULTANT shall provide ten (10) complete sets of construction documents and calculations for review by designated plan checkers. Final construction documents shall be complete, including all interdisciplinary coordination. Structural, mechanical and electrical calculations shall be bound and indexed. Computer calculations shall include both input and output and shall be clearly correlated to the construction documents. Following are the minimum calculations required for the Project (as they are applicable to the selected systems)

(A) Structural Calculations.

(i) Complete vertical and lateral load calculations for all aspects of the structure. Calculations shall be neatly prepared and organized so that an independent peer reviewer can check the validity of the calculations.

(ii) Computer programs used shall be clearly identified. Both input and results shall be fully documented.

(B) Heating, Ventilating and Air Conditioning Calculations.

(i) HVAC load calculations (both input and output).

(ii) Building envelope compliance calculations (Model Energy Code).

(iii) Air handler/fan e.s.p. calculations (for all fans).

(iv) Duct static regain calculations (if applicable).

(v) Pump head calculations.

(vi) Expansion tank sizing calculations.

(vii) General summary of central plant equipment selection criteria.

(C) Plumbing Calculations.

(i) CW pipe sizing calculations.

(ii) HW pipe sizing calculations.

(iii) Gas pipe sizing calculations (if applicable).

(iv) Roof drain pipe sizing calculations.

(v) Miscellaneous pipe sizing calculations (compressed air, vacuum, etc.)

(vi) Water heater sizing calculations.

(vii) Sand/oil and/or grease interceptor sizing calculations.

(viii) Special equipment calculations (air compressors, vacuum pumps, water softeners, etc.).

(D) Electrical Calculations.

- (i) Model Energy Code compliance calculations.
- (ii) Lighting calculations (for all spaces in building).
- (iii) Feeder voltage drop calculations.
- (iv) Short circuit calculations.
- (v) Service load calculation.
- (vi) Telecommunications building industry compliance.

(2) The responsible architects and engineers, in accordance with the requirements of State licensing shall seal drawings, specifications, and calculations submitted to the COUNTY for review.

(3) The CONSULTANT shall provide written responses to all plan check comments within fourteen (14) days of receipt thereof.

(4) The CONSULTANT shall incorporate appropriate solutions to all plan check comments into the construction documents and revise the construction cost estimate accordingly.

SECTION 7. CONSTRUCTION PHASE - ADMINISTRATION PHASE OF THE CONSTRUCTION CONTRACT.

(a) **GENERAL REQUIREMENTS.**

(1) The CONSULTANT shall provide construction administration services as described in the General Conditions and herein.

(2) The CONSULTANT shall provide technical assistance to COUNTY personnel throughout the Construction Phase.

(3) Revise the construction documents as may be required as a result of plan checking.

(b) **SITE VISITS.** CONSULTANT shall make no less than (1) site visit a week during construction of the Project as well as at all critical stages of construction, or as requested by COUNTY for the purpose of guarding the COUNTY against non-performance, defects and deficiencies in the work and to determine in general, if the work is proceeding in an orderly manner in accordance with the Contract Documents. Such visits shall be made when the CONSULTANT either is advised by the Construction Manager or the COUNTY of critical stages in construction, or when deemed necessary by the CONSULTANT to insure that the work is performed as required above. In addition, the CONSULTANT shall attend all regularly scheduled or specially set meetings.

(c) **INTERPRETATIONS.** The CONSULTANT will be the interpreter of the drawings and specifications. The CONSULTANT shall, within fourteen (14) days time, render such written interpretations as may be necessary for proper execution of the work. All interpretations and decisions by the CONSULTANT shall be consistent with the intent of the Contract Documents. In addition to attending a regularly scheduled weekly project construction meeting, the CONSULTANT agrees to attend additional meetings during the Construction Phase at the request of the COUNTY.

(d) **CHANGE ORDERS.**

(1) The CONSULTANT shall prepare Change Orders and Construction Change Directives for review and approval by the COUNTY.

(2) The CONSULTANT shall issue no order to contractors that might commit the COUNTY to extra expenses, or otherwise amend the Construction Manager Agreement without first obtaining the approval of the COUNTY.

(3) The CONSULTANT shall prepare drawings, specifications and other supporting documentation as required to facilitate changes in the work.

(4) The CONSULTANT shall review and evaluate proposals from the Construction Manager regarding changes in the work.

(e) **MINOR CHANGES IN THE WORK.** The CONSULTANT shall have the authority to order minor changes in the work which do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such minor changes shall be consistent with the intent of the Contract Documents and shall be implemented only through written order.

(f) **SHOP DRAWING REVIEW.** The CONSULTANT shall review and approve shop drawings and submittals for conformance with the Contract Documents. Shop drawings and submittals shall be reviewed within fourteen (14) days of receipt thereof. The CONSULTANT shall review and approve or take other appropriate action upon Construction Manager's submittals such as Shop Drawings, Product data and samples for the purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The CONSULTANT's action shall be taken within fourteen (14) days.

(g) **CONSTRUCTION MANAGER'S REQUESTS FOR PAYMENT.** Based upon site observations and the Construction Manager's Requests for Payment, the CONSULTANT shall review and evaluate the amounts claimed by the Construction Manager. Requests for payment shall be reviewed each month at the Project site with the Construction Manager and the County's Owner Representative and/or the County's Representative.

(h) **CONSTRUCTION MANAGER CLAIMS.** The CONSULTANT shall review and evaluate claims relating to the execution and progress of the work. Decisions in matters relating to aesthetic effect shall be consistent with the intent of the Contract Documents. Decisions regarding performance by the Construction Manager are subject to approval by the COUNTY.

(i) **AS-BUILT DRAWINGS.** The CONSULTANT shall continually monitor and evaluate the progress and quality of the Construction Manager's as-built drawings (blueprints) and final (electronic) set, which shall indicate the complete Project as constructed, including dimensioned locations and sizes of buried utility lines. At a minimum, the CONSULTANT shall review the as-built drawings each month, prior to evaluating the Construction Manager's Request for Payment.

(j) **COMMISSIONING.** The CONSULTANT shall coordinate and attend all required systems commissioning (primarily for mechanical, electrical, and life safety systems).

(k) **PROJECT COMPLETION AND GUARANTEES.** The CONSULTANT shall conduct inspections to determine the date of Substantial Completion and the date of Final Completion, shall receive and forward to the COUNTY all records, written warranties and related documents required by the Contract Documents.

(l) **OPERATING AND MAINTENANCE MANUALS.** The CONSULTANT shall review all operating and maintenance manuals for compliance with the Project specifications.

(m) **RECORD DRAWINGS.**

(1) The CONSULTANT shall prepare and supply to the COUNTY a record set of computer discs in CADD format including all project drawings and showing the as-built condition of the Project as provided in the Drawing Documents and information supplied by the Construction Manager at Project completion. This record set will contain all pertinent revisions and Project completion. The record set will contain all pertinent revisions and changes known to have occurred during the course of construction. Each drawing will be identified in the lower right corner as "Record Drawing".

(2) A complete set of reproducible transparency drawings will be provided to the COUNTY on 3 mil Mylar with mat finish on both sides. Each transparency sheet shall prominently display the words "Record Set" and shall be signed and dated by the CONSULTANT of Record.

(n) **ERRORS AND OMISSIONS.** The CONSULTANT shall assist the COUNTY and prepare drawings and specifications which are needed to correct Project deficiencies resulting from the CONSULTANT's errors or omissions. The CONSULTANT shall be responsible for additional Construction costs resulting from errors and/or omissions in the Contract Documents, Project plans and specifications up to a maximum of TWO MILLION SEVEN HUNDRED THOUSAND AND NO/100 DOLLARS (\$2,700,000.00). Additionally the CONSULTANT shall be responsible for

all professional liability involved with the design and engineering of this Project.

SECTION 8. DESIGNS, ANALYSIS, PLANS AND SPECIFICATIONS.

(a) **PERMIT APPLICATIONS.** Prepare and deliver applications for permits to the Construction Manger and COUNTY. COUNTY shall pay all permit fees and agency review fees. Agencies and permits shall include, but not be limited to:

- (1) Florida Department of Environmental Protection
(Domestic Water Distribution System Connection Permit)
(Wastewater Collection/Transmission System

Construction Permit)

- (2) Florida Department of Transportation
(Utility Permit)
(Driveway Permit and Drainage Permit)
(Right-of-way Utilization Permit, if applicable)

- (3) Seminole County Development Review

- (4) St. Johns River Water Management District Permit
(Stormwater Permit)
(Sewer Capacity Applications)

- (5) City of Sanford Site Plan Review

(b) **SURVEYING.** The survey shall be certified and six (6) signed and sealed copies of the survey shall be delivered to the Owner's Representative. Data will also be provided on 3½" computer disks or CD utilizing AutoCAD.

Utility surveys (off-site) - water and sewer line locations and sizes shall be verified at the point of proposed connection only. Flow and pressure tests shall be performed on selected fire hydrants

within the area surrounding the Project site to provide data for analyzing the system capacity.

(c) **LANDSCAPE AND IRRIGATION DESIGN.**

(1) General Project Landscape and Irrigation Portion of Work including:

- (A) setup Project AutoCAD base sheets;
- (B) Project administration; maintain complete Project records, etc.; and
- (C) attend at least six (6) public Project coordination meetings/hearings.

(2) Conceptual Landscape and Irrigation Work including:

- (A) prepare at least two (2) 30-scale (30"x42") conceptual landscape designs for the site and a brief report for concept evaluation;
- (B) prepare at least one (1) 30-scale (30"x42") conceptual irrigation design for the landscaping and a brief report for concept evaluation; and
- (C) prepare rough construction cost estimates for the above conceptual landscape and irrigation designs for evaluation.

(3) Preliminary Landscape and Irrigation Contract Documents including:

- (A) prepare preliminary Contract Documents for the thirty percent (30%), fifty percent (50%), and eighty (80%) submittal to the COUNTY for review and comments; and
- (B) make minor revisions to the landscape and irrigation submittals required by the COUNTY for approval of these documents.

(4) Final Landscape and Irrigation Contract Documents
including:

(A) prepare final Contract Documents for the one hundred percent (100%) submittal to the COUNTY for bidding;

(B) prepare final contract specifications for inclusion in bidding documents;

(C) sign and seal prints of the above documents going to reviewing agencies; and

(D) evaluate and provide recommendation on construction bids for this portion of the Project.

(5) Perform Site Observations and Field Reports including:

(A) perform two (2) site observations of the installed landscaping irrigation system and prepare field reports of observed conditions and/or corrections that need to be made.

(d) INTERIOR DESIGN SERVICES FOR FURNITURE SELECTION AND SPECIFICATIONS.

(1) The general intent and purpose for the Convention Center spaces shall be studied by the CONSULTANT to assure conformance with the architectural concept of the building. Interior design services shall include the determination of quantities and types of furniture and accessories required by the COUNTY through a series of work sessions with the appropriate team members and COUNTY's representatives.

(2) The specification of the furniture and accessories (planters, window treatment, and accessories) shall be developed in concert with the Budget established by the COUNTY. During the design

process a statement of probable costs will be compiled to assure compliance with the COUNTY's Budget.

(3) Documents created for the Design Phase shall be coded plans and specifications, provided in notebook format, indicating location and complete description of all the furniture and accessories. Also included in the notebooks are the maintenance data and test data from each manufacturer for the specified items. These documents can be used by the COUNTY's Purchasing Department for the basis of a bid package for all interior furnishing and accessories. The CONSULTANT shall coordinate the delivery, installation, and movement/transfer of all furniture, furnishings, and equipment.

(e) **COST CONSULTING SERVICES.**

(1) At the completion of the Programming Phase, provide an estimate based on square footage using narratives and other Programming Phase deliverables.

(2) At the completion of the Schematic Design Phase, provide an estimate based on square footage using the Schematic Phase architectural drawings and engineering narratives.

(3) During the Design Development Phase, provide an estimate that would include all CSI divisions. This estimate would use architectural and engineering drawings, specifications, and narratives. This estimate would be prepared to coordinate with the Value Engineering (VE) session.

(4) At the completion of the Design Development Phase, update the previous Design Development Phase estimate to reflect revisions resulting from the VE session.

(5) During the Construction Document Phase, provide an audit/critique of the Construction Manager's estimate at a mutually agreed upon point within the Phase. This Section does not preclude any of the cost estimates required by the Scope of Services at any other Phase of the Project.

(f) **SIGNAGE AND GRAPHIC CONSULTING SERVICES.**

(1) Analysis including:

(A) projecting objectives inclusive of:

(i) goals; and

(ii) schedules.

(B) develop graphics standards for the project;

(C) evaluating primary circulation patterns and potential problem areas, points, and ingress; and

(D) researching all applicable codes and criteria governing the facility.

(2) Conceptual Design.

(A) Preparation of conceptual design and development of a graphics program that will clearly identify, circulate, and educate through concise messages that address the following functional and aesthetic issues:

Functional:

(i) ingress/egress;

(ii) access from parking areas;

(iii) access from common areas;

(iv) room numbering configurations;

(v) code conformance;

(vi) ADA requirements; and

(vii) durability, maintenance.

Aesthetic:

(i) consistency with Architecture and Interior Design;

(ii) image;

(iii) standardization of size;

(iv) typography; and

(v) color and materials.

(B) Conceptual design will be developed for the following sign types:

(i) primary directory;

(ii) wayfinding;

(iii) directional indicators;

(iv) department identification;

(v) room identification;

(vi) parking identification; and

(vii) primary entrance identification.

(C) Presentation of concepts to illustrate the design objective, together with the preliminary budget estimate of signs unit costs.

(3) Implementation.

(A) Preparation of 1/8" sign location drawings, site plans and floor plans for the graphics keyed and cross-referenced to a complex message schedule.

(B) Preparation of sign message schedule listing message and sign type of each component, cross referenced to 1/8" location drawings.

(C) Preparation of artwork, letter spacing guides, mounting guides, color samples, map art (if necessary) and material specifications.

(D) Phasing plan for implementation and corresponding budgetary plan.

(E) Preparation of an installation plan.

(4) Final Design Documentation. Upon approval of design concepts, final elevations for each sign type will be prepared. Each sign type will be specified as to use, size, materials, color, type specifications, and mounting installation conditions. A sign type message schedule will also be prepared, together with a listing of recommended manufacturers and suppliers for signage.

(5) Contract Administration.

(A) Review of manufacturer's shop drawings and samples;

(B) Review of sign units before and during installation; and

(C) Final review (punchlist) of installed graphics.

(g) **SECURITY DESIGN CONSULTING SERVICES.**

(1) Analyze COUNTY's needs and produce recommendations, necessary drawings and specifications for the recommended security system which may include the following:

(a) access control at building entries secured, interior areas and parking;

(b) video surveillance at parking areas and building interiors and access to interior secured areas;

(c) central control; and

(d) motion detectors.

(2) As-Built Drawings. Review as-built drawings for submittal to regulatory agency. The as-built drawings as submitted and certified by the Construction Manager's certified Land Surveyor and reviewed by the Construction Manager shall be a combination of AutoCAD disks and reproducible drawings.

(3) Energy Efficiency. The CONSULTANT shall evaluate energy efficient products and systems for application in the Project.

(4) Recycled Materials. The CONSULTANT shall evaluate and recommend for use recycled building materials for application on the Project, and shall provide a listing of recycled materials which are specified to be included in the construction documents.

AC/lpk
3/11/03 3/13/03 3/14/03
ps-5118-scope

EXHIBIT B

Legal Description of Overall Hotel Convention Center Development Site

A parcel of land lying in Section 30, Township 19 South, Range 31 East, being described as follows:

COMMENCE AT THE NW CORNER OF LOT 48, LAKEVIEW PARK ACCORDING TO PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 41, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA FOR A POINT OF BEGINNING; SAID POINT BEING THE INTERSECTION OF THE ROW LINE OF SANFORD AVENUE AND THE SOUTHERLY ROW LINE OF SEMINOLE BOULEVARD; THENCE RUN, SOUTH 69 16'21" EAST, ALONG SAID SOUTHERLY ROWLINE, 386.26 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 2816.36 FEET, A CENTRAL ANGLE OF 8 18'28", AN ARC LENGTH OF 408.37 FEET, A CHORD LENGTH OF 408.01 FEET, AND A CHORD BEARING OF SOUTH 73 25'35" EAST TO THE NORTHWEST CORNER OF LOT 29, BLOCK "A", FIRST STREET EXTENSION ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGES 76 AND 76-A OF SAID PUBLIC RECORDS AND THE CENTERLINE OF "PUMP BRANCH" ACCORDING TO SAID PLAT OF FIRST STREET EXTENSION; THENCE RUN THE FOLLOWING COURSES ALONG THE WEST LINE OF SAID BLOCK "A" AND THE CENTERLINE OF SAID "PUMP BRANCH": SOUTH 10 56'19" EAST, 97.41 FEET; SOUTH 11 44'18" EAST, 78.13 FEET; SOUTH 9 13'10" EAST, 68.50 FEET; SOUTH 12 51'32" EAST, 5.39 FEET; SOUTH 7 58'11" EAST, 100.98 FEET TO THE SOUTH LINE OF AFORESAID BLOCK "A" AND THE NORTH ROW LINE OF 1ST STREET; THENCE RUN, NORTH 90 0'0" WEST ALONG SAID NORTH ROW LINE, 815.17 FEET TO THE AFORESAID EAST OF ROW LINE OF SANFORD AVENUE; THENCE RUN, NORTH 00 00'23" EAST ALONG SAID ROW LINE, 607.84 FEET TO POB.

THE ABOVE DESCRIBED PARCEL OF LAND LIES IN THE CITY OF SANFORD, SEMINOLE, FLORIDA AND CONTAINS 8.409 FEET ACRES, MORE OR LESS.

LESS THOSE AREAS OCCUPIED BY THE SANFORD MUSEUM.

EXHIBIT C

**Proposed
Convention Center Timeline**

Action	Proposed Date
Owners Representative Contract to BCC	1/28/03
Negotiation of Architectural and Engineering Contract	2/03
Architectural and Engineering Contract to BCC	2/25/03
Negotiation of Construction Manager Contract	3/03
Construction Manager Contract to BCC	3/25/03
Design Phase Begins	3/03
Design Phase Complete	3/04
Construction Phase Begins	3/04
Construction Phase Complete	4/05



Rates and Reimbursables

Hourly Rate Schedule

Position:	Rate/Hour
Principal Architect/Engineer	\$140.00
Principal/Project Director	\$125.00
Project Architect/Engineer/Designer	\$100.00
CA Manager	\$ 90.00
Project Manager	\$ 85.00
Sr. CAD Technician	\$ 75.00
CAD Technician	\$ 65.00
Jr. CAD Technician	\$ 55.00
Clerical	\$ 45.00

Reimbursable Expenses

1. Expense of professional oil, water color or computer generated renderings.

Note: All other reimbursable expenses are as listed in the attached professional services agreement.