AGREEMENT FOR
PROFESSIONAL SERVICES
FOR
THE DESIGN THROUGH CONSTRUCTION ADMINISTRATION
OF A NEW
PUBLIC LIBRARY IN MARATHON, MONROE COUNTY, FLORIDA

This Agreement ("Agreement") made and entered into this 21st day of October, 2015, by and between Monroe County, a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, Florida, 33040, its successors and assigns, hereinafter referred to as "COUNTY," through the Monroe County Board of County Commissioners ("BOCC"),

AND

Synalovski Romanik Saye, SRS, a Limited Liability Company, in the State of Florida, whose address is 1800 Eller Drive, Suite 500, Ft. Lauderdale, FL, 33316, its successors and assigns, hereinafter referred to as "CONSULTANT",

WITNESSETH:

WHEREAS, COUNTY desires to employ the professional services of CONSULTANT for all phases of the Marathon Public Library project to include Pre-Design Phase/Programming, Schematic Design, Design Development, Construction Documents Phase, Bidding and Permittting, and Construction Administration; and

WHEREAS, CONSULTANT has agreed to provide professional services which shall include but not be limited to providing concepts, construction drawings and specifications, all documents required to submit for and secure all permits necessary to complete the project and hold a minimum of two informational hearings with the public and monthly project meetings with the tenants for the Marathon Public Library Project, referred to as the "Project";

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements stated herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, COUNTY and CONSULTANT agree as follows:

ARTICLE 1

1.1 REPRESENTATIONS AND WARRANTIES

By executing this Agreement, CONSULTANT makes the following express representations and warranties to the COUNTY:

1.1.1 The CONSULTANT shall maintain all necessary licenses, permits or other authorizations necessary to act as CONSULTANT for the Project until the CONSULTANT’S duties hereunder have been fully satisfied;

1.1.2 The CONSULTANT has become familiar with the Project site and the local conditions under which the Work is to be completed.

1.1.3 The CONSULTANT shall prepare all documentation required by this Agreement in such a manner that they shall be accurate, coordinated and adequate for use in verifying work completed and shall be in conformity and comply with all applicable law, codes and

Marathon Library
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regulations. The CONSULTANT warrants that the documents prepared as a part of this Agreement will be adequate and sufficient to document costs in a manner that is acceptable for reimbursement by government agencies, therefore eliminating any additional cost due to missing or incorrect information.

1.1.4 The CONSULTANT assumes full responsibility to the extent allowed by law with regards to his performance and those directly under his employ.

1.1.5 The CONSULTANT’S services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. 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 hereinafter adopted. Any violation of said statutes, ordinances, rules and regulations shall constitute a material breach of this agreement and shall entitle the BOCC to terminate this contract immediately upon delivery of written notice of termination to the CONSULTANT.

1.1.6 At all times and for all purposes under this agreement the CONSULTANT is an independent contractor and not an employee of the BOCC. No statement contained in this agreement shall be construed so as to find the CONSULTANT or any of his/her employees, contractors, servants, or agents to be employees of the BOCC.

1.1.7 The Consultant shall provide an approved schedule for Schematic and Document design Phases. Any deviation from the approved schedule must be approved in writing by Monroe County Project Management

ARTICLE II

SCOPE OF BASIC SERVICES

2.1 DEFINITION

CONSULTANT’S Scope of Basic Services consists of those described in Attachment A. The CONSULTANT shall commence work on the services provided for in this Agreement promptly upon his receipt of a written Notice to Proceed from the COUNTY.

2.2 CORRECTION OF ERRORS, OMISSIONS, DEFICIENCIES

The CONSULTANT shall, without additional compensation, promptly correct any errors, omissions, deficiencies, or conflicts in the work product of the CONSULTANT or its sub-consultants, or both.

2.3 NOTICE REQUIREMENT

All written correspondence to the COUNTY shall be dated and signed by an authorized representative of the CONSULTANT. Any notice required or permitted under this agreement shall be in writing and hand delivered or mailed, postage pre-paid, to the COUNTY by certified mail, return receipt requested, to the following:

Doug Sposito
Monroe County Director of Project Management
1100 Simonton Street, Room 2-216
Key West, Florida 33040
And:  Mr. Roman Gastesi, Jr.
Monroe County Administrator
1100 Simonton Street, Room 2-205
Key West, Florida 33040

For the Consultant:

Merrill Romanik, AIA
Synalovski Romanik Saye
1800 Eller Drive, Suite 500
Ft. Lauderdale, FL 33316

ARTICLE III

ADDITIONAL SERVICES

3.1 Additional services are services not included in the Scope of Basic Services. Should the COUNTY require additional services they shall be paid for by the COUNTY at rates or fees negotiated at the time when services are required, but only if approved by the COUNTY before commencement.

3.2 If Additional Services are required other than those listed in paragraph 3.3, the COUNTY shall issue a letter requesting and describing the requested services to the CONSULTANT. The CONSULTANT shall respond with a fee proposal to perform the requested services. Only after receiving an amendment to the Agreement and a notice to proceed from the COUNTY, shall the CONSULTANT proceed with the Additional Services.

3.3 Additional services to be considered as part of this Agreement and cost to be negotiated when services are needed are described as follows:

1. Environmental testing,
2. Boundary survey.

ARTICLE IV

COUNTY’S RESPONSIBILITIES

4.1 The COUNTY shall provide full information regarding requirements for the Project including physical location of work, county maintained roads, maps.

4.2 The COUNTY shall designate a representative to act on the COUNTY's behalf with respect to the Project. The COUNTY or its 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.

4.3 Prompt written notice shall be given by the COUNTY and its representative to the CONSULTANT if they become aware of any fault or defect in the Project or non-conformance with the Agreement Documents. Written notice shall be deemed to have been duly served if sent pursuant to paragraph 2.3.
4.4 The COUNTY shall furnish the required information and services and shall render approvals and decisions as expeditiously as necessary for the orderly progress of the CONSULTANT’S services and work of the contractors.

4.5 The COUNTY's review of any documents prepared by the CONSULTANT or its sub-consultants shall be solely for the purpose of determining whether such documents are generally consistent with the COUNTY's criteria, as, and if, modified. No review of such documents shall relieve the CONSULTANT of responsibility for the accuracy, adequacy, fitness, suitability or coordination of its work product.

4.6 The COUNTY shall provide copies of necessary documents required to complete the work.

4.7 Any information that may be of assistance to the CONSULTANT that the COUNTY has immediate access to will be provided as requested.

**ARTICLE V**

**INDEMNIFICATION AND HOLD HARMLESS**

5.1 The CONSULTANT covenants and agrees to indemnify and hold harmless COUNTY/Monroe County and the BOCC, its officers and employees from liabilities, damages, losses and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONSULTANT, subcontractor(s) and other persons employed or utilized by the CONSULTANT in the performance of the contract.

5.2 The first ten dollars ($10.00) of remuneration paid to the CONSULTANT is for the indemnification provided for above. The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this agreement. Should any claims be asserted against the COUNTY by virtue of any deficiency or ambiguity in the plans and specifications provided by the CONSULTANT, the CONSULTANT agrees and warrants that he shall hold the COUNTY harmless and shall indemnify COUNTY from all losses occurring thereby and shall further defend any claim or action on the COUNTY’S behalf.

5.3 In the event the completion of the project (to include the work of others) is delayed or suspended as a result of the CONSULTANT’S failure to purchase or maintain the required insurance, the CONSULTANT shall indemnify COUNTY from any and all increased expenses resulting from such delays. Should any claims be asserted against COUNTY by virtue of any deficiencies or ambiguity in the plans and specifications provide by the CONSULTANT the CONSULTANT agrees and warrants that CONSULTANT hold the COUNTY harmless and shall indemnify it from all losses occurring thereby and shall further defend any claims or action on the COUNTY’S behalf.

5.4 The extent of liability is in no way limited to, reduced or lessened by the insurance requirements contained elsewhere within the Agreement.

5.5 This indemnification shall survive the expiration or early termination of the Agreement.

**ARTICLE VI**

**PERSONNEL**
6.1 PERSONNEL

The CONSULTANT shall assign only qualified personnel to perform any service concerning the project. At the time of execution of this Agreement, the parties anticipate that the following named individuals will perform those functions as indicated:

<table>
<thead>
<tr>
<th>NAME</th>
<th>FUNCTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Manuel Synalovski, AIA, LEED AP</td>
<td>Principal in Charge</td>
</tr>
<tr>
<td>Merrill Romanik, AIA, LEED AP</td>
<td>Project Manager/Interior Design/LEED Admin</td>
</tr>
<tr>
<td>Chris Bray</td>
<td>Project Architect</td>
</tr>
<tr>
<td>Alejandra Molina-Jackson, AIA, LEED AP</td>
<td>LEED Administration/Production</td>
</tr>
<tr>
<td>Pedro Lasalde</td>
<td>Production</td>
</tr>
<tr>
<td>Marcela Oviedo, LEED AP</td>
<td>Production</td>
</tr>
<tr>
<td>Cristi Marin</td>
<td>Administrative Support</td>
</tr>
</tbody>
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So long as the individuals named above remain actively employed or retained by the CONSULTANT, they shall perform the functions indicated next to their names. If they are replaced the CONSULTANT shall notify the COUNTY of the change immediately.

ARTICLE VII

COMPENSATION

7.1 PAYMENT SUM

7.1.1 The COUNTY shall pay the CONSULTANT monthly in current funds for a percent complete of each phase of the CONSULTANT'S performance of this Agreement based on a schedule of values provided by the Consultant with the Total Not to Exceed Amount of $505,960.00 or Five Hundred and Five Thousand Nine Hundred Sixty Dollars and 00/100. An adjustment will be made in Consultant Fee percentage and for actual construction costs at the end of the project based upon the State of Florida Department on Management Services Design Professional Fee Guidelines.

7.2 PAYMENTS

7.2.1 For its assumption and performances of the duties, obligations and responsibilities set forth herein, the CONSULTANT shall be paid monthly. Payment will be made pursuant to the Local Government Prompt Payment Act 218.70, Florida Statutes.

   (A) If the CONSULTANT'S duties, obligations and responsibilities are materially changed by amendment to this Agreement after execution of this Agreement, compensation due to the CONSULTANT shall be equitably adjusted, either upward or downward;

   (B) As a condition precedent for any payment due under this Agreement, the CONSULTANT shall submit monthly, unless otherwise agreed in writing by the COUNTY, a proper invoice to COUNTY requesting payment for services properly rendered and reimbursable expenses due hereunder. The CONSULTANT'S invoice shall describe with reasonable particularity the service rendered. The CONSULTANT'S invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought at the COUNTY may require.
(C) The CONSULTANT’S fee shall be based on the following criteria:
1. Pre-Design Phase/Programming  5%  $25,298.00
2. Schematic Design Phase  10%  $50,596.00
3. Design Development Phase/Site Plan Review  20%  $101,192.00
4. Construction Documents Phase  40%  $202,384.00
5. Bidding and Negotiation Phase  5%  25,298.00
6. Construction Administration Phase  20%  $101,192.00
    Total  $505,960.00

7.3 REIMBURSABLE EXPENSES

a. Fees paid for securing approval of authorities having jurisdiction over the project.
b. The cost of additional signed and sealed drawings beyond the amount required in Attachment A, if ordered in writing by the COUNTY.

7.4 BUDGET

7.4.1 The CONSULTANT may not be entitled to receive, and the COUNTY is not obligated to pay, any fees or expenses in excess of the amount budgeted for this contract in each fiscal year (October 1 - September 30) by COUNTY’s Board of County Commissioners. The budgeted amount may only be modified by an affirmative act of the BOCC.

7.4.2 The COUNTY’s performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the BOCC and the approval of the Board members at the time of contract initiation and its duration.

ARTICLE VIII

INSURANCE

8.1 The CONSULTANT shall obtain insurance as specified and maintain the required insurance at all times that this Agreement is in effect. In the event the completion of the project (to include the work of others) is delayed or suspended as a result of the CONSULTANT’S failure to purchase or maintain the required insurance, the CONSULTANT shall indemnify the COUNTY from any and all increased expenses resulting from such delay.

8.2 The coverage provided herein shall be provided by an insurer with an A.M. Best rating of VI or better, that is licensed to business in the State of Florida and that has an agent for service of process within the State of Florida. All insurance policies must specify that they are not subject to cancellation, non-renewal, material change, or reduction in coverage unless a minimum of thirty (30) days prior notification is given to the County by the insurer. The Monroe County Board of County Commissioners, its employees and officials will be included as “Additional Insured” on all policies, except for Workers’ Compensation. In addition, the COUNTY will be named as an Additional Insured and Loss Payee on all policies covering County-owned property.

8.3 CONSULTANT shall obtain and maintain the following policies:
A. Workers’ Compensation insurance as required by the State of Florida, sufficient to respond to Florida Statute 440.

B. Employers Liability Insurance with limits of $1,000,000.00 per Accident, $1,000,000.00 Disease, policy limits, $1,000,000.00 Disease each employee. Coverage shall be maintained throughout the entire term of the contract. Coverage shall be provided by a company or companies authorized to transact business in the state of Florida. If the Consultant has been approved by the Florida’s Department of Labor, as an authorized self-insurer, the County shall recognize and honor the Consultant’s status. The Consultant may be required to submit a Letter of Authorization issued by the Department of Labor and a certificate of Insurance, providing details on the Consultant’s Excess Insurance Program. If the Consultant participates in a self-insurance fund, a Certificate of Insurance will be required. In addition, the Consultant may be required to submit updated financial statements from the fund upon request from the County.

C. Comprehensive business automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, hired or non-owned vehicles, with $1,000,000.00 combined single limit. If split limits are provided, the minimum limits acceptable shall be $500,000.00 per person, $1,000,000.00 per occurrence, and $100,000.00 property damage. The Monroe County Board of County Commissioners shall be named as additional insured on all policies issued.

D. Commercial general liability, including Personal Injury Liability, covering claims for injuries to members of the public or damage to property of others arising out of any covered act or omission of the CONSULTANT or any of its employees, agents or subcontractors or sub-consultants, including Premises and/or Operations, Products and Completed Operations, Independent Contractors; and a Blanket Contractual Liability Endorsement. The minimum limits acceptable shall be $1,000,000.00 Combined Single Limit.

An Occurrence Form policy is preferred. If coverage is changed to or provided on a Claims Made policy, its provisions should include coverage for claims filed on or after the effective date of this contract. In addition, the period for which claims may be reported must extend for a minimum of 12 months following the termination or expiration of this contract. The Monroe County Board of County Commissioners shall be named as additional insured on all policies issued to satisfy the above requirements.

E. Professional liability insurance of $1,000,000.00 per occurrence and $3,000,000.00 annual aggregate. If the policy is a “claims made” policy, CONSULTANT shall maintain coverage or purchase a “tail” to cover claims made after completion of the project to cover the statutory time limits in Chapter 95 of the Florida Statutes.

F. COUNTY shall be named as an additional insured with respect to CONSULTANT’S liabilities hereunder in insurance coverages identified in Paragraphs C and D.

G. CONSULTANT shall require its sub-consultants to be adequately insured at least to the limits prescribed above, and to any increased limits of CONSULTANT if so required by COUNTY during the term of this Agreement. COUNTY will not pay for increased limits of insurance for sub-consultants.
H. CONSULTANT shall provide to the COUNTY certificates of insurance or a copy of all insurance policies including those naming the COUNTY as an additional insured. The COUNTY reserves the right to require a certified copy of such policies upon request.

I. If the CONSULTANT participates in a self-insurance fund, a Certificate of Insurance will be required. In addition, the CONSULTANT may be required to submit updated financial statements from the fund upon request from the COUNTY.

**ARTICLE IX**

**MISCELLANEOUS**

9.1 **SECTION HEADINGS**

Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provision of this Agreement.

9.2 **OWNERSHIP OF THE PROJECT DOCUMENTS**

The Drawings, Specifications and other documents prepared by the Consultant for this project are instruments of the Consultant's service for use solely with respect to this project. The Consultant shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights. Consultant's Drawings, Specifications and other documents shall not be used by the County or others on other projects, except by agreement in writing. The Consultant's Drawings and Specifications, and other documents, may be used for completion of this project by others.

9.3 **SUCCESSORS AND ASSIGNS**

The CONSULTANT shall not assign or subcontract its obligations under this agreement, except in writing and with the prior written approval of the Board of County Commissioners for Monroe County and the CONSULTANT, which approval shall be subject to such conditions and provisions as the Board may deem necessary. This paragraph shall be incorporated by reference into any assignment or subcontract and any assignee or subcontractor shall comply with all of the provisions of this agreement. Subject to the provisions of the immediately preceding sentence, each party hereto binds itself, its successors, assigns and legal representatives to the other and to the successors, assigns and legal representatives of such other party.

9.4 **NO THIRD PARTY BENEFICIARIES**

Nothing contained herein shall create any relationship, contractual or otherwise, with or any rights in favor of, any third party.

9.5 **TERMINATION**

A. In the event that the CONSULTANT shall be found to be negligent in any aspect of service, the COUNTY shall have the right to terminate this agreement after five days written notification to the CONSULTANT.
B. Either of the parties hereto may cancel this Agreement without cause by giving the other party sixty (60) days written notice of its intention to do so.

9.6 CONTRACT DOCUMENTS

This contract consists of the Request for Qualifications, any addenda, this Agreement, the CONSULTANT’S response to the RFQ, the documents referred to in the Form of Agreement as a part of this Agreement, and attachments “A”, “B”, “C”, and modifications made after execution by written amendment. In the event of any conflict between any of the Contract documents, the one imposing the greater burden on the CONSULTANT will control.

9.7 PUBLIC ENTITIES CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on contracts to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

By signing this Agreement, CONSULTANT represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes). Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from COUNTY’s competitive procurement activities.

In addition to the foregoing, CONSULTANT further represents that there has been no determination, based on an audit, that it or any sub-consultant has committed an act defined by Section 287.133, Florida Statutes, as a “public entity crime” and that it has not been formally charged with committing an act defined as a “public entity crime” regardless of the amount of money involved or whether CONSULTANT has been placed on the convicted vendor list.

CONSULTANT will promptly notify the COUNTY if it or any subcontractor or subconsultant is formally charged with an act defined as a “public entity crime” or has been placed on the convicted vendor list.

9.8 MAINTENANCE OF RECORDS

CONSULTANT shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Records shall be retained for a period of five years from the termination of this agreement. Each party to this Agreement or its authorized representatives shall have reasonable and timely access to such records of each other party to this Agreement for public records purposes during the term of the Agreement and for four years following the termination of this Agreement. If an auditor employed by the COUNTY or Clerk determines that monies paid to CONSULTANT pursuant to this Agreement were spent for purposes not authorized by this Agreement, or were wrongfully retained by the CONSULTANT, the CONSULTANT shall repay the monies together with
interest calculated pursuant to Sec. 55.03, of the Florida Statutes, running from the date the monies were paid by the COUNTY.

9.9 GOVERNING LAW, VENUE, INTERPRETATION, COSTS, AND FEES

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed entirely in the State.

In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this Agreement, COUNTY and CONSULTANT agree that venue shall lie in the 16th Judicial Circuit, Monroe County, Florida, in the appropriate court or before the appropriate administrative body. This agreement shall not be subject to arbitration. Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.

9.10 SEVERABILITY

If any term, covenant, condition or provision of this Agreement (or the application thereof to any circumstance or person) shall be declared invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining terms, covenants, conditions and provisions of this Agreement, shall not be affected thereby; and each remaining term, covenant, condition and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Agreement would prevent the accomplishment of the original intent of this Agreement. The COUNTY and CONSULTANT agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

9.11 ATTORNEY'S FEES AND COSTS

The COUNTY and CONSULTANT agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, and court costs, as an award against the non-prevailing party, and shall include attorney's fees, and courts costs in appellate proceedings.

9.12 BINDING EFFECT

The terms, covenants, conditions, and provisions of this Agreement shall bind and inure to the benefit of the COUNTY and CONSULTANT and their respective legal representatives, successors, and assigns.

9.13 AUTHORITY

Each party represents and warrants to the other that the execution, delivery and performance of this Agreement have been duly authorized by all necessary County and corporate action, as required by law.

9.14 CLAIMS FOR FEDERAL OR STATE AID
CONSULTANT and COUNTY agree that each shall be, and is, empowered to apply for, seek, and obtain federal and state funds to further the purpose of this Agreement; provided that all applications, requests, grant proposals, and funding solicitations shall be approved by each party prior to submission.

9.15 ADJUDICATION OF DISPUTES OR DISAGREEMENTS

COUNTY and CONSULTANT agree that all disputes and disagreements shall be attempted to be resolved by meet and confer sessions between representatives of each of the parties. If no resolution can be agreed upon within 30 days after the first meet and confer session, the issue or issues shall be discussed at a public meeting of the Board of County Commissioners. If the issue or issues are still not resolved to the satisfaction of the parties, then any party shall have the right to seek such relief or remedy as may be provided by this Agreement or by Florida law. This provision does not negate or waive the provisions of paragraph 9.5 concerning termination or cancellation.

9.16 COOPERATION

In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this Agreement, COUNTY and CONSULTANT agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this Agreement or provision of the services under this Agreement. COUNTY and CONSULTANT specifically agree that no party to this Agreement shall be required to enter into any arbitration proceedings related to this Agreement.

9.17 NONDISCRIMINATION

CONSULTANT and COUNTY agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. CONSULTANT or COUNTY agrees to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101-6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 1201 Note), as may be amended from time to time, relating to nondiscrimination on the basis of disability; 10) Monroe County Code Chapter 13, Article VI, which prohibits discrimination on the basis of race, color, sex, religion, national origin, ancestry, sexual orientation, gender identity or expression, familial status or
age; 11) Any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

9.18 COVENANT OF NO INTEREST

CONSULTANT and COUNTY covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this Agreement, and that only interest of each is to perform and receive benefits as recited in this Agreement.

9.19 CODE OF ETHICS

COUNTY agrees that officers and employees of the COUNTY recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.

9.20 NO SOLICITATION/PAYMENT

The CONSULTANT and COUNTY warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, 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 the provision, the CONSULTANT agrees that the COUNTY shall have the right to terminate this Agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

9.21 PUBLIC ACCESS.

The CONSULTANT and COUNTY shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the CONSULTANT and COUNTY in connection with this Agreement; and the COUNTY shall have the right to unilaterally cancel this Agreement upon violation of this provision by CONSULTANT.

The CONSULTANT is required under Chapter 119, Florida Statutes to:

A. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

B. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

D. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of
the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

9.22 NON-WAIVER OF IMMUNITY

Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the CONSULTANT and the COUNTY in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the COUNTY be required to contain any provision for waiver.

9.23 PRIVILEGES AND IMMUNITIES

All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers’ compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of the COUNTY, when performing their respective functions under this Agreement within the territorial limits of the COUNTY shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the territorial limits of the COUNTY.

9.24 LEGAL OBLIGATIONS AND RESPONSIBILITIES

Non-Delegation of Constitutional or Statutory Duties. This Agreement is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by any participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this Agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the COUNTY, except to the extent permitted by the Florida constitution, state statute, and case law.

9.25 NON-RELIANCE BY NON-PARTIES

No person or entity shall be entitled to rely upon the terms, or any of them, of this Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the CONSULTANT and the COUNTY agree that neither the CONSULTANT nor the COUNTY or any agent, officer, or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Agreement.

9.26 ATTESTATIONS AND TRUTH IN NEGOTIATION

CONSULTANT agrees to execute such documents as COUNTY may reasonably require, including a Public Entity Crime Statement, an Ethics Statement, and a Drug-Free Workplace Statement. Signature of this Agreement by CONSULTANT shall act as the
execution of a truth in negotiation certificate stating that wage rates and other factual unit costs supporting the compensation pursuant to the Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the agency determines the contract price was increased due to inaccurate, incomplete, or concurrent wage rates and other factual unit costs. All such adjustments must be made within one year following the end of the Agreement.

9.27 NO PERSONAL LIABILITY

No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe County shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

9.28 EXECUTION IN COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

9.29 Disadvantaged Business Enterprise (DBE) Policy and Obligation - It is the policy of the COUNTY that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with COUNTY funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The COUNTY and its CONSULTANT agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The COUNTY and the CONSULTANT and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE TO FOLLOW
IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its duly authorized representative on the day and year first above written.

Deputy Clerk

Date: 12/04/2015

(Seal)
Attest:

Witness:

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: Mayor/Chairman

Date: 12/04/2015

CONSULTANT
SYNALOVSKI ROMANIK SAYE

By:

Title: Managing Member

Date: 10/1/15

STATE OF FLORIDA
COUNTY OF

On this 1st day of October 2015 before me, the undersigned notary public, personally appeared MANUEL SYNALOVSKI, known to me to be the person whose name is subscribed above or who produced as identification, and acknowledged that he/she is the person who executed the above contract with Monroe County for the Marathon Public Library, for the purposes therein contained.

Notary Public

Print Name

My commission expires: ____________________

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM

CHRISS AMBROSIO
ASSISTANT COUNTY ATTORNEY

Date: 10/1/15
ATTACHMENT A
SCOPE OF BASIC SERVICES

2.0 Scope

2.0.1 Professional services shall include, but not be limited to: Holding and conducting informational hearings with the public and relevant agencies, holding monthly progress meetings with the tenants and Monroe County Engineering staff. Preparation and completion of the design Program (See 2.0.6-2.0.9) for conceptual site plan, parking, vehicular access, space requirements and relationships, schematic design, acoustical Library design, ADA compatible design for interiors and exteriors, design development, preparation of contract documents for bidding, scope of work, tabulations and review of bids, recommendation of contract award, cost estimating during design and document preparation, administration of contract documents, consultation and onsite observations during construction, process shop drawings, recommend approval of contractor invoices, preparation of all construction documents required to submit for and secure all permits necessary to complete the zoning applications, public presentations and presentations to the the BOCC.

2.0.2 The purpose of the Consultants professional observations shall be to determine the quality and quantity of the work in comparison with the requirements of the Construction Contract. In making such observations, the CONSULTANT shall protect the Owner from continuing deficient or defective work, from continuing unexcused delays in the schedule and from overpayment to the Contractor. Following each observation, the CONSULTANT shall submit a written report of such observation, together with any appropriate comments or recommendations to the Owner.

2.0.3 The design shall include, but shall not necessarily be limited to, plans and specifications which describe all systems, elements, details, components, materials, equipment, and other information necessary to bid the project. The design shall be accurate, coordinated and in all respects adequate for construction and shall be in conformity, and comply, with all applicable law, codes, permits, and regulations. Products, equipment and materials specified for use shall be readily available unless written authorization to the contrary is given by the County.

2.0.4 The design will provide site boundary selection and definition within the survey provided by Monroe County, Library Spaces, Educational Spaces, Parking and Landscape, Soil Boring Testing, Traffic Study Engineering Consulting, Cost Estimating Services, Acoustic Engineering Consulting, Interior Design Services, and FGBC Coordination.

2.0.5 The building will meet or exceed Florida Green Building Coalition (FGBC) standards and meet requirements for minimum certification by the FGBC.

2.0.6 Beginning with the Pre-Design phase and continuing until the project as-built's are complete; the Consultant with input from the Tenants and Monroe County Project Management shall develop and periodically update an Owner's Project Requirements (OPR) document and a Basis of Design (BOD) document. These two documents together shall constitute the Program and provide a complete description of the project's design intent. They may be submitted for Owner's review as two separate sections of one design intent document.

The OPR is an inclusive, detailed description of Monroe County and its Tenants goals and requirements for the project, and Monroe County's expectations on how the project will be used and operated.
The BOD is an inclusive, detailed description of the Design Team’s concepts, assumptions, calculations, decisions, product selections and operating conditions to meet the Owner’s project requirements and to satisfy applicable codes, standards and guidelines. It shall be formatted to coordinate with and respond to the OPR.

These two documents will be benchmarks by which the completeness, adequacy and acceptability of the project will be judged. They will be the standards by which the project will be commissioned. They will answer Owner questions after occupancy, and they will be the foundation for maintenance programs and future renovation projects.

2.0.7 The OPR shall include at least the following information:

a. Summary description of the building (functions of building, high or low rise, use and occupancy classifications, anticipated hours of operation, etc.).

b. Project goals, assumptions, and known limitations.

c. Building and site accessibility, architectural, landscaping and aesthetics goals.

d. Building and site flexibility and expandability requirements (spare capacities, hurricane survivability, reliability, redundancy, back-up power and utilities, etc.).

e. Operational assumptions (maximum occupancy on a room-by-room and aggregate basis), occupancy schedules, special activities, building diversity, potential future uses, potential future renovations, etc.).

f. Building envelope performance criteria.

g. Environmental and sustainability goals.

h. Energy and water conservation goals.

i. Indoor services and technology requirements (Library and Educational room classifications, environmental room conditions, furniture, communications, data, security, card access control, audio/visual, acoustical etc.).

j. Space-by-space design requirements (temperature, humidity, air change rates, room pressurization, sound level limits, light levels, glare limits, vibration criteria, EMF shielding, etc.).

k. Space-by-space equipment heat/cool loads and utility needs (water, gases, power, data, grounding, security etc.).

l. Anticipated types, classifications, and quantities of hazardous materials to be contained within the building.

m. Architectural, mechanical and electrical systems operation and maintenance expectations.

n. HVAC, lighting and audio/visual controls expectations.

o. Summary of sole-sourced systems and equipment.

p. Summary of Owner-furnished and Owner-installed equipment.

q. Occupant and Maintenance training requirements.

r. Project schedule.

s. Project budget. Monroe County Project Manager will determine whether budget information should be included in the OPR or provided separately.

2.0.8 The BOD shall include at least the following information:

a. Project background required to understand the design, including goals, requirements and decisions which significantly affect the design.

b. Regulatory, site, schedule and budget limitations which affect the design.

c. Codes, standards and guidelines applicable to the project.

d. Code analysis describing code requirements specific to the project, e.g. security systems, ADA accessibility, special fire protection requirements, etc.

e. Requirements of governing agencies (City, State, Monroe County, etc.).
f. Climate, site, and utilities information.
g. Architectural, mechanical and electrical systems descriptions (construction classifications, design loads, fire separations, base and spare capacities, redundancy, flexibility, back-up power, sub-metering, etc.).
h. Outdoor summer and hurricane design conditions.
i. Design assumptions (occupancy schedules, temperature, humidity, air change rates, room pressurization, sound level limits, light levels, glare limits, vibration criteria, EMF shielding, heat loads, water, gases, power, data, grounding, hazardous materials being stored, etc. for spaces not indicated in the OPR).
j. Systems and equipment sequences of operation.
k. Load calculations descriptions, including assumptions, software used, etc.
l. Architectural, mechanical and electrical systems operation and maintenance requirements.
m. Appendices
   - Documentation of Energy and Water Conservation.
   - Soils and utility services reports.
   - Building load calculations.
   - Systems and equipment sizing calculations.
   - Light level and watts/square foot calculations.
   - Effluent, dispersion, noise, vibration, and other studies.

2.0.9 Development and Updating

Develop the OPR and BOD by expanding the project's program and design concept report. Update them as the project goals and requirements are defined and clarified. Submit them at the end of the Schematic Design, Design Development and Construction Document phases along with the other Design Deliverables. Submit a final BOD after Project Award and after incorporation of the bid alternates. Each update shall incorporate new and revised project information including:
   - Progress in project design.
   - Changes in project goals.
   - Changes in project scope.
   - Code interpretations.
   - Input from Tenants, Construction Managers and Contractors.
   - Input from Monroe County Facilities Maintenance, Department of Public Safety, FDOT, etc.
   - Architectural, mechanical and electrical design coordination meetings.
   - Value engineering sessions.
   - Test reports on existing conditions.
   - Design calculations.
   - Equipment selections.
   - The final power system short circuit, protective device coordination and arc flash hazard study including the electronic data file for long term updating by the Owner.
   - Energy and water conservation calculations and modeling.
   - Sound, effluent, dispersion, CFD, vibration, and other Acoustic studies.
   - Bid Alternates and Owner's Options.
   - A list of all design deviations from Monroe County Project Management Design requirements.
   - A list of all uncompleted Facility Assessment Report items (if any) within the project boundary.
2.1 DEFINITION OF BASIC SERVICES

2.1.1 CONSULTANT’s Basic Services consist of those described in Paragraphs 2.0 through 2.0.9, and other services identified as part of Basic Services, and include normal architectural, structural, mechanical, and electrical engineering services.

2.1.2 The Design for Construction shall include, but shall not necessarily be limited to, plans and specifications which describe all systems, elements, details, components, materials, equipment, and other information necessary for construction. The Design for Construction shall be accurate, coordinated and in all respects adequate for construction and shall be in conformity, and comply, with all applicable law, codes, permits, and regulations. Products, equipment and materials specified for use shall be readily available unless written authorization to the contrary is given by the Owner.

2.1.3 The CONSULTANT will hold bi-weekly Progress meetings in Marathon for the duration of the contract, unless otherwise agreed to in writing by Monroe County Engineering, and take meeting notes. Copies of these notes will be provided to the COUNTY in a timely manner.

2.1.4 If Construction costs exceed the CONSULTANT estimate by more than 10% the CONSULTANT will revise all drawing and specifications at no additional charge to the COUNTY.

2.2 SCHEMATIC DESIGN PHASE

2.2.1 The CONSULTANT shall review the Program, schedule and construction budget furnished by the Owner to ascertain the requirements of the Project and each of the tenants and shall arrive at a mutual understanding of such requirements with the Owner.

2.2.2 The CONSULTANT shall review with the Owner and Monroe County’s Project Management Department proposed site use and improvements, required permits, zoning, selection of materials, building systems and equipment, spaces, sustainable systems, and method of Project delivery.

2.2.3 The CONSULTANT shall review with the Owner and Monroe County’s Project Management Department alternative approaches to design and construction of the Project.

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

2.2.5 At levels of completion of 25%, 50% and 75% of the Schematic Design Phase, the CONSULTANT shall provide schematic design studies for the Owner’s review and the Monroe County’s Project Management Department’s information.

2.2.6 After completion of the 25% Schematic Design Phase the CONSULTANT will hold an informational meeting with the public explaining the conceptual site layout and design progress, answer questions and address concerns.

2.2.7 After completion of the 75% Schematic Design Phase the CONSULTANT will hold an informational meeting with the Tenants explaining the final conceptual site layout and design progress, answer questions and address concerns.
2.2.8 Upon completion of the Schematic Design Phase, the CONSULTANT shall provide drawings, outline specifications, estimate of anticipated cost in accordance with the schematic designs, and other documents for the Owner's approval and the Monroe County's Project Management Department's information.

2.2.9 The Schematic Design must be approved in writing, by the Owner prior to CONSULTANT continuing to the Design Development Phase.

2.3 SCHEMATIC DESIGN PHASE REQUIREMENTS

2.3.1 The Schematic Design Phase services shall respond to program requirements and consist of preparation of: conceptual site and building plans, preliminary sections and elevations, development of approximate dimensions, areas and volumes, concept sketches as required to explain the design intent to the owner. Perspective renderings and models, if required by the Owner, will be billed as an additional service as billed as a reimbursable expense if that service is performed by additional consultants after the Owner's written approval.

The CONSULTANT shall perform the following design phase tasks:

a. Structural Design/Documentation services during the Schematic Design Phase consisting of recommendations regarding basic structural materials and systems, analyses, and development of conceptual design solutions for: a predetermined structural system and alternate structural systems.

b. Mechanical Design/Documentation services during the Schematic Design Phase consisting of consideration of alternate materials, systems and equipment, and development of conceptual design solutions for: energy source(s), energy conservation, heating and ventilating, air conditioning, plumbing, fire protection, special mechanical systems, process systems, and general space requirements.

c. Electrical Design/Documentation services during the Schematic Design Phase consisting of consideration of alternate systems, recommendations regarding basic electrical materials, systems and equipment, analyses, and development of conceptual design solutions for: power service and distribution, lighting, telephones, fire detection and alarms, security systems, electronic communications, special electrical systems, and general space requirements.

d. Technology Systems Design/Documentation services during the Schematic Design Phase consisting of consideration of alternate systems, recommendations regarding basic IT materials, systems and equipment, analyses, and development of conceptual design solutions for audio distribution, video/data, a/v case work security system devices, cable trays and in-floor distribution systems.

e. Civil Design/Documentation services during the Schematic Design Phase consisting of consideration of alternate materials and systems and development of conceptual design solutions for: on-site utility systems, off-site utilities work, fire protection systems, drainage systems, sewage treatment, and paving.

f. Acoustical Design/Documentation services during the Schematic Design Phase consisting of consideration of alternate materials, systems and equipment, and development of conceptual design solutions for: volumes of spaces; dimensions; location of spaces and their adjacencies; structural concerns; mechanical equipment...
locations and guidelines; and a brief outline of major partition types, special floor or
celing assemblies, area requirements for variable acoustic elements, identification
of need and budget for Library enclosure, and other items that may affect the budget
in an extraordinary way. A schematic audio systems description and an installed-
systems cost estimate for various options.

g. The CONSULTANT will hold two informational meetings with the public explaining
the conceptual site layout and design progress, answer questions and address
concerns.

2.4 DESIGN DEVELOPMENT/DOCUMENT PHASE

2.4.1 Based on the approved Schematic Design Documents and any adjustments authorized by
the Owner in the program, schedule or construction budget, the CONSULTANT shall prepare
Design Development Documents for the Project Manager’s review and the Owner’s approval. The
Design Development Documents shall consist of drawings and other documents that establish and
describe the size and character of the Project as to architectural/engineering, structural,
mechanical and electrical systems, materials and such other elements as may be appropriate.

2.4.2 At intervals mutually agreeable to the Owner, Construction Manager and CONSULTANT,
the CONSULTANT shall provide drawings and other documents which depict the current status of
design development for the Owner’s review and the Monroe County’s Project Management
Department’s information. The CONSULTANT shall provide an estimate of anticipated cost in
accordance with the design development phase.

2.4.3 Upon completion of the Design Development Phase, the CONSULTANT shall provide
drawings, outline specifications and other documents for the Owner’s approval and the Monroe
County’s Project Management Department’s information. The CONSULTANT shall provide an
estimate of anticipated costs in accordance with the design development phase.

2.4.4 Hold a public information hearing on final site and floor design development.

2.4.5 The Design Development Documents must be approved in writing, by the Owner prior to
CONSULTANT continuing to the Construction Documents Phase.

2.5 DESIGN DEVELOPMENT PHASE REQUIREMENTS

To satisfactorily perform the design development phase requirement, the CONSULTANT must
complete the tasks set forth in paragraphs 2.5.1 – 2.5.13.

2.5.1 Floor Plans – This consists of general plans, overall coordinating plans, and plan
enlargements for important and special areas. Data required:

a. Building perimeter (footprint) and exterior wall type, thickness and composition
b. Structural grid or system.
c. Major mechanical/electrical systems determined and their
requirements reflected and indicated on plans.
d. Indicate buildings core – elevators, stairs, etc.
e. All internal partitions of appropriate thickness indicated.
f. Floor, slab, and level elevations.
g. Typical door types.
h. Typical partition types.
i. Acoustical penetrations, adjustable systems, layout of spaces.

j. Built-in furniture items – special furniture and equipment (early clarification of what is "NIC" and "by owner").

k. Larger scale (e.g., ¼ »). Key areas, lobby, entries, public plaza, major corridors, special spaces, etc. Required: All surfaces (floor, wall, and ceiling treatments), furniture indication, and layout.

l. Evacuation routes identified (to include locating necessary posting of evacuation route plans).

2.5.2 General Elevations

a. Total full-height facades including roof structures.

b. All fenestration.

c. Overall vertical building and floor heights.

d. Indicate cross-reference points with sections.

e. Indicate setbacks, building profiles, expansion joints, etc.

f. Indicate treatment of visible mechanical equipment.

g. System impact (precast concrete, stone, panel systems, metal/glass curtain wall, etc.) properly selected by adequate technical investigation.

2.5.3 Sections

Overall Sections – Overall building longitudinal and transverse “building explanation” type.

Detail Wall Sections – Largest scale (e.g., ¼”). Dominate full-height sections conveying basic building configuration, to indicate:


b. Typical wall construction.

c. Back-up structure, abutting floor systems.

d. Window location and insulation methods.

e. Flashing, masonry coursings.

f. Mechanical penetrations impact (furring, etc.).

g. Parapet design.

2.5.4 Details – Large scale (1-1/2", 3") as required. Indicate key conditions.

a. Window types: divisions, pattern, mullion profiles, vent detail, glazing type, jamb/head, plan section.

b. Hollow metal (typical only; keyed to plans and schedules).

c. Frame types (typical only; for compatibility and profile).

d. Stair types – egress, public, exterior (including railing design) Metal and glass walls, borrowed lights, etc.; for division, profile, and glazing.

f. Interior partition types (typical only; keyed to plans and schedules).

g. Built-in furniture items, receptions, desks, work tops, counters, cabinet types, display cases, recesses, wardrobes, millwork, etc.

2.5.5 Interior Elevations – Typical and special spaces, interfaced with, and cross-referenced to, floor and reflected ceiling plans. Indicate:

a. Breaks.

b. Level changes.

c. Pertinent vertical dimensions.
2.5.6 Reflected Ceiling Plans – Typical and special space. Integrated plans reflecting structural, mechanical, and electrical impacts. Plans to indicate:

a. Lighting layouts.
b. Soffits, coves, furring.
c. Skylight locations.
d. Ceiling materials.
e. Acoustic treatments.
f. Heating and ventilating register, diffuser locations.
g. Sprinklers.
h. Access panels.

2.5.7 Schedules – Schedules to be non-repetitive and comprehensive, with specific keying to floor plans and elevations.

a. Interior finishes.
b. Doors and frames.
c. Preliminary hardware.
d. Windows/glazing.
e. Acoustic Elements.

2.5.8 Specifications – Comprehensive, abbreviated methods, materials and systems descriptions in tune with drawings. Use CSI format with applicable section numbers. Include all consultant portions as well as those special supplementary conditions specific to the project.

2.5.9 Preliminary Estimate of Construction Cost – Adjustment of the preliminary estimate of construction cost prepared at the end of schematic design.

2.5.10 Structural Design Development Set

a. Floor plans at the same scale as the architectural/engineering drawings.
b. Typical floor framing plans, including sizing of beam drops, slab openings, thicknesses, and depressions.
c. Framing indication and governing sizing at: roof structures, penthouse, bulkheads, other.
d. Non-typical framing scheme where required: lobby, floors at grade, and other.
e. All column points established.
f. Final column schedule.
g. Preliminary details and sections to adequately indicate structural system.
h. Preliminary details of major unique conditions that impact on scheme (as determined by the CONSULTANT).
i. Details indicating accommodation with mechanical/electrical at areas of major interface.
j. Design development specifications.
k. Any necessary recommended adjustments to the preliminary estimate of construction cost.

2.5.11 Mechanical/Electrical Design Development Set

a. Typical floor plans. Systems representation in diagrammatic (non-detailed) style, major items of equipment indicated their space requirements and interface
requirements with other systems. Indicate: major shafts (sizes), chases, mechanical rooms and electric closets, and convector/fan coil locations, etc.

b. Required punctures: wall, slab, and beam.

c. Terminal plans (lobby, cellar, roof) with items of heavy equipment shown in diagrammatic style, with their space requirements indicated: (1) Boiler/heater spaces (include clear height requirements), (2) Transformer vaults (approved obtained from local utility company), (3) Switchgear, emergency generator, water storage tanks, fire pumps, etc., (4) Roof cooling towers, major air-conditioning and air-handling equipment, packaged units, etc.

d. Locations of major roof-air handling equipment: cooling towers, exhaust fans, etc.

e. Preliminary details of major and unique conditions that impact on scheme (as determined by the CONSULTANT).

f. Data to be developed in conjunction and in coordination with the project team:

1. Integrated diagrammatic lighting plans indicating all overhead mechanical and electrical equipment for typical floor and special spaces.
2. Cuts and explanatory information for interior visual items such as: louvers, registers, heating/cooling units, and cabinets.
3. Exterior louver requirements and proposed locations.

2.5.12 Site Design Development Set

a. Building location plan—building tied down dimensionally with pertinent adjacencies, street lines and grades, property lines, required setbacks, easements, rights of way, manholes, sewers, hydrants, light standards, etc., interfaced with survey.

b. Main entry level datum elevation with key exterior grades at building perimeter.

c. Site development grading and landscaping plans.

d. Overall preliminary site grading and defined design of external elements, properly coordinated and interfaced with mechanical/electrical for utility entry points.

e. Indicate areaways, vaults, access to sub-grade spaces.

f. Preliminary site and exterior building lighting scheme with identification of fixture types.

g. Parking area defined with preliminary plotting.

h. Indication of paths, stairs, ramps, berms, terraces, etc.

i. Location of staff parking.

j. Plant materials (indication and preliminary schedule)

k. Design development details: railings, stairs, ramps, paving types and patterns, kiosks, benches, light standards, others

l. Design development specifications.

m. Any necessary adjustments to the preliminary estate of construction cost.

2.5.13 Acoustical Design Development Sets

1. Room Acoustics
   a. Determine adjustable/permanent acoustic material and locations
   b. Discuss room finish options.
   c. Provide layouts for all spaces.

2. Sound Isolation
   a. Provide partition details.
   b. Provide acoustic door, window, floating floors, wall and ceiling details.
   c. Provide intersection details.

3. Noise and Vibration control
   a. Review mechanical duct and pipe distribution and sizes.
b. Provide penetration details.
c. Address potential Problematic Reflections and Echoes in all Spaces.

4. Audio Systems
   a. Provide preliminary locations, models and sizes of audio system speakers.
   b. Provide preliminary locations, models and sizes of directional microphones.
   c. Refine audio systems budget.

2.5.14 Technology Systems Development Sets.
(Do not duplicate technology components on the electrical drawings place only on the technology drawings. For example, electrical conduit for voice/data cabling should not be shown on the electrical drawings.)

1. Equipment
   a. Show all audio distribution and video/data/polycomm projection equipment.
   b. Show all a/v casework, schedules, mounting heights, and riser details.
   c. Show all security system devices. Coordinate closely with architectural door/frame and hardware.
   d. Security access control risers, panels and controller equipment.
   e. Sound masking and intercom/paging risers, panels and controller equipment.
   f. Details including terminations, equipment elevations and typicals.
   g. Location of all devices and outlets (voice, data, fax, modem).
   h. For each drop there should be at least two ethernet connections (preferably four).
   i. Intermediate Distribution Frames, Main Distribution Frames.
   j. Data rooms on each floor with fiber between them.
   k. Provide Lighting Protection.

2. Pathways
   a. Technology pathways, including cable trays, in-floor distribution systems, etc.
   b. Telecommunications voice and data risers.
   c. Show all racks, patch panels and layouts.
   d. Diagrammatic IT/communications/security plans.
   e. Provide spare conduits with pull strings.
   f. Fiber runs from existing buildings.

2.5.14 Limitations – The above list of drawings represents, in general, the requirements of the Project.

2.6 CONSTRUCTION DOCUMENTS PHASE

2.6.1 Based on the approved Design Development Documents and any further adjustments authorized by the Owner in the scope or quality of the Project or in the construction budget, the CONSULTANT shall prepare, for approval by the Owner and Monroe County’s Project Management Department, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the project.

2.6.2 The CONSULTANT shall provide Drawings and Specifications for the Owner’s and the Monroe County’s Project Management Department’s review.

2.6.3 Upon completion of the Construction Documents Phase, the CONSULTANT shall provide Construction Documents for the Owner’s and Monroe County’s Project Management Department’s approval. Once approved the CONSULTANT shall provide the Owner with seven (7) complete signed and sealed sets of construction drawings and four (4) hard copies of the technical
**specifications and one copy of** the drawings and the technical specifications saved electronically in Adobe Acrobat file (.PDF) format. Any and all files used to create the technical specifications need to be submitted saved as an Adobe Acrobat file (.PDF) format, including but not limited to; technical sections, reports such as, asbestos, geotechnical, soils, paint, and photographs. The CONSULTANT shall provide an estimate of anticipated costs in accordance with the construction development phase.

2.6.4 The CONSULTANT shall assist the Owner and Monroe County’s Project Management Department in the preparation of the necessary bidding information, bidding forms, the Conditions of Contracts, and the forms of Agreement between the Owner and the Contractors.

2.6.5 The CONSULTANT’s construction documents (plans, specifications, etc.) will conform to all written codes and regulations of the federal government, county, state, municipalities, agencies and state departments, in effect at the date of this Agreement, and shall be of such completion as to receive all permits when applied for. If permits are denied, then the CONSULTANT will conform the construction documents in such manner to receive permits upon such plans. Work required from the CONSULTANT to conform the documents to federal, state, city, county, or agency specifications and permit requirements to allow them to be approved shall be completed at no charge or cost to the Owner.

2.7 **BIDDING OR NEGOTIATION PHASE**

2.7.1 The CONSULTANT, following the Owner's approval of the Construction Documents and the CONSULTANT’s latest estimate of Construction Cost, shall assist the Monroe County’s Project Management Department in obtaining bids or negotiated proposals and assist in preparing contracts for construction.

2.7.2 The CONSULTANT shall assist the Monroe County’s Project Management Department in issuing bidding documents to bidders and conducting pre-bid conferences with prospective bidders. The CONSULTANT, with the assistance of the Monroe County’s Project Management Department, shall respond to questions from bidders, and shall issue addenda.

2.7.3 The CONSULTANT shall, on behalf of the Owner, provide all necessary documents required to secure all permits. Assistance with securing a development approval will be in the form of providing schematic drawings.

2.8 **CONSTRUCTION PHASE – ADMINISTRATION OF THE CONSTRUCTION CONTRACT**

2.8.1. The CONSULTANT’s responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the Contract for construction and terminates with the issuance to the Owner of the final Project Certificate for Payment including the submission of all project close-out documents by the CONSULTANT and Contractor. The CONSULTANT will administer the Owner/Contractor contract as provided for in that document. The CONSULTANT agrees to perform a project check prior to the end of the warranty period as a part of the contract. The check shall not exceed one working day unless additional time is approved by the Owner.

2.8.2 The CONSULTANT shall at all times have access to the Work whenever it is in preparation or progress.

2.8.3 The CONSULTANT shall, as contemplated herein and in the Construction Contract, but not otherwise, act on behalf, and be the agent, of the Owner throughout construction of the Project. Instructions, directions, and other appropriate communications from the Owner to the Contractor
shall be given to the Contractor by the CONSULTANT or Monroe County's Project Management Department.

2.8.4 Upon receipt, the CONSULTANT shall carefully review and examine the Contractor's Schedule of Values, together with any supporting documentation or data which the Owner or the CONSULTANT may require from the Contractor. The purpose of such review and examination shall be to protect the Owner from an unbalanced Schedule of Values which allocates greater value to certain elements of the Work than is indicated by such supporting documentation or data, or than is reasonable under the circumstances. If the Schedule of Values was not found to be appropriate, or if the supporting documentation or data is deemed to be inadequate, and unless the Owner directs the CONSULTANT to the contrary in writing, the Schedule of Values shall be returned to the Contractor for revision of supporting documentation or data. After making such examination, if the Schedule of Values is found to be appropriate as submitted, or if necessary, as revised, the CONSULTANT shall sign the Schedule of Values thereby indicating its informed belief that the Schedule of Values constitutes a reasonable, balanced basis for payment of the Contract Price to the Contractor. The CONSULTANT shall not approve such Schedule of Values in the absence of such belief unless directed to do so, in writing, by the Owner.

2.8.5 The CONSULTANT shall carefully observe the work of the Contractor and shall, at a minimum, observe the work at the Project site twice every month. The purpose of such observations shall be to determine the quality and quantity of the work in comparison with the requirements of the Construction Contract. In making such observations, the CONSULTANT shall protect the Owner from continuing deficient or defective work, from continuing unexcused delays in the schedule and from overpayment to the Contractor. Following each observation, the CONSULTANT shall submit a written report of such observation, together with any appropriate comments or recommendations to the Owner.

2.8.6 The CONSULTANT shall initially approve periodic and final payments owed to the Contractor under the Construction Contract predicated upon observations of the work and evaluations of the Contractor's rate of progress in light of the remaining contract time and shall issue to the Owner Approvals of Payment in such amounts. By issuing an Approval of Payment to the Owner, the CONSULTANT reliably informs the Owner that the CONSULTANT has made the inspection of the work required, and that the work for which payment is approved has reached the quantities or percentages of completion shown, or both, that the quality of the Contractor's work meets or exceeds the requirements of the Construction Contract, and that under the terms and conditions of the Construction Contract, the Owner is obligated to make payment to the Contractor of the amount approved.

2.8.7 The issuance of a Certificate for Payment shall not be a representation that the CONSULTANT has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences or procedures; (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment or; (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

2.8.8 The CONSULTANT shall have authority, after notification to the Monroe County's Project Management Department to reject Work, which does not conform to the Contract Documents. Whenever the CONSULTANT considers it necessary or advisable for implementation of the intent of the Contract Documents the CONSULTANT will have authority, upon written authorization from the Owner, to require additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed.
2.8.9 The CONSULTANT shall review and approve or take other appropriate action upon Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The CONSULTANT's action shall be taken with such reasonable promptness as to cause no delay in the Contractor's Work or in construction by the Owner's own forces, while allowing sufficient time in the CONSULTANT's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the Contractors, all of which remain the responsibility of the Contractors to the extent required by the Contract Documents. The CONSULTANT's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the CONSULTANT, of construction means, methods, techniques, sequences, or procedures. The CONSULTANT's approval of a specific item shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristic of materials, systems or equipment is required by the Contract Documents, the CONSULTANT shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents. CONSULTANT shall take appropriate action on submittals within 14 calendar days. The CONSULTANT shall maintain a tracking log for the submittals which shall include but not be limited to; the submittal as named in the specification, all dates as required for tracking and the status of approval. A copy of the tracking log will be made available to Owner when requested.

2.8.10 The CONSULTANT shall review and sign or take other appropriate action on Change Orders and Construction Change Directives prepared by the Monroe County's Project Management Department for the Owner's approval and execution in accordance with the Contract Documents. CONSULTANT shall take appropriate action within 7 calendar days of receipt of the Change Orders and Construction Change Directives.

2.8.11 The CONSULTANT shall promptly provide appropriate interpretations as necessary for the proper execution of the work as long as there is no change in Contract price.

2.8.12 The CONSULTANT shall require inspection or re-inspection and testing or retesting of the work, to include architectural/engineering, structural, mechanical and electrical engineering portions of the work, in accordance with the provisions of the Construction Contract whenever appropriate.

2.8.13 The CONSULTANT, assisted by the Monroe County's Project Management Department, shall conduct inspections to determine the dates of Substantial Completion and the date of Final Completion. The CONSULTANT shall submit to the Owner a list comprised of incomplete and/or unacceptable items required by the Contract Documents to include architectural/engineering, structural, mechanical, and electrical engineering portions of the work. The CONSULTANT shall forward to the Monroe County's Project Management Department warranties and similar submittals required by the Contract Documents which have been received from the Contractor. The CONSULTANT shall issue a final Project Certificate for Payment upon compliance with the requirements of the Contract Documents.

2.8.14 The CONSULTANT shall interpret and decide matters concerning performance of the Contractor under the requirements of the Contract Documents upon written request. The CONSULTANT's response to such requests shall be made with promptness and within seven (7) days of receipt of request.
2.8.15 Interpretations and decisions of the CONSULTANT shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings and submitted on proper Construction Change Directives.

2.8.16 The CONSULTANT shall render written decisions within a reasonable time on all claims, disputes or other matters in question between Owner and Contractors relating to the execution or progress of the Work as provided in the Contract Documents.

2.8.17 Duties, responsibilities and limitations of authority of the CONSULTANT shall not be restricted, modified or extended without written agreement of the Owner and CONSULTANT.

2.8.18 The CONSULTANT shall be a representative of and shall advise and consult with the Owner (1) during construction until final payment to the Contractor is due and (2) as a Basic Service at the Owner's direction from time to time during the correction period described in the Contract for Construction. This advice and consultation shall be limited to verbal comment on actions of the Owner and shall not necessitate filing of records, forms, or revisions to drawings, without additional compensation.

2.8.19 The CONSULTANT shall transmit to the Owner all manuals, operating instructions, as-built plans, warranties, guarantees and other documents and things required by the Construction Contract and submitted by the Contractor.

2.8.20 The CONSULTANT shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility under the Contract for Construction. The CONSULTANT shall not be responsible for the Contractor's schedules or failure to carry out the work in accordance with the contract documents. The CONSULTANT shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the work.

2.8.21 The CONSULTANT shall review any as-built drawings furnished by the Contractor and shall certify to the Owner that same are adequate and complete.

2.8.22 The CONSULTANT shall, without additional compensation, promptly correct any errors, omissions, deficiencies, or conflicts in the work product of the CONSULTANT or its consultants, or both.

2.8.23 The CONSULTANT must reimburse the Owner for an increase in the cost of labor or materials necessary to correct the error, or cost of necessary retrofitting that would not have been part of the original design costs paid by the Owner during construction that were incurred as the result of any omission, deficiency, or conflicts in the work product of the CONSULTANT, its consultants, or both. This increased expense is defined as the difference in cost from that which the Owner would have paid if the work was included in the bid, and the actual cost presented by the Contractor.

2.9 Commissioning

2.9.1 The objective of the Commissioning process is to provide documented confirmation that a project’s mechanical, electrical, and plumbing (MEP), security and life safety systems when constructed, realize planned performance benchmarks, address Florida Green Building Coalition
and Florida Building Code requirements and that Monroe County Facilities Maintenance staff are reasonably prepared to operate and maintain its systems and equipment so as to continue to realize the anticipated performance.

2.9.2 The CONSULTANT shall assure the COUNTY through Equipment and Systems Commissioning that all equipment and systems performance achieves facility performance requirements as set out in the CONSULTANT’S design. The Equipment and Systems Commissioning shall be accomplished through a process of verification and documentation, from the post-award design phase to Occupancy.

2.9.3 The CONSULTANT shall work with Monroe County Project Management during the pre-design phase to define the project performance expectations and document Project performance and Commissioning goals.

2.9.4 The CONSULTANT shall develop Commissioning requirements suitable for use in the Project Specifications.

2.9.6 The CONSULTANT shall submit with its final design documents, a severable Equipment and Systems Commissioning Approach document that utilizes data and factors derived from the design, needed to achieve facility performance requirements.

2.9.7 The CONSULTANT shall provide a Commissioning Plan that finalizes the Commissioning Approach and addresses each Equipment and System installation with specific steps that will be taken during the commissioning process.

2.9.8 The CONSULTANT shall submit a Commissioning Report documenting the Equipment and Systems affect upon facility performance requirements in accordance with the Commissioning Plan.
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ATTACHMENT C
Project Design Schedule
TBD
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGLIGENTLY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE INSURING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

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

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

Professional Liability coverage is written on a claims-made basis.

RE: New Public Library in Marathon, Monroe County

Monroe County Board of County Commissioners is named as an additional insured on all policies listed above except the workers compensation and professional liability as required by written contract.

CERTIFICATE HOLDER:

Monroe County Board of County Commissioners
1100 Simonton Street Room 2-216
Key West, FL 33040

CANCELLATION:

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

AUTHORIZED REPRESENTATIVE:

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