 AGREEMENT FOR  
PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES FOR THE FL KEYS MARATHON AIRPORT NON-AERONAUTICAL USE BUILDING  

This Agreement is made and entered into this _____day of ___________, 20____, 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" / "CLIENT"/ "OWNER", through the Monroe County Board of County Commissioners ("BOCC"),  

AND  

Architects Design Group / ADG, Inc., a Professional Architectural Company of the State of Florida, whose address is 333 N. Knowles Ave., Winter Park, Florida 32790, its successors and assigns, hereinafter referred to as "CONSULTANT". 

WITNESSETH:  

WHEREAS, COUNTY desires to employ the professional architectural and engineering services of CONSULTANT to design the FL Keys Marathon Airport Non-Aeronautical Use Building, referred to as the “Project”; and  

WHEREAS, CONSULTANT has agreed to provide professional architectural and engineering services which shall include, but not be limited to conceptual building designs, construction drawings and specifications, all documents required to submit for and secure all permits necessary to complete the Project, and services as further described in Attachment A to this Agreement;  

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 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/her performance and those directly under his/her 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 Board of County Commissioners for Monroe County. 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 Board of County Commissioners for Monroe County.

1.1.7 The CONSULTANT shall not discriminate against any person on the basis of race, creed, color, national origin, sex, age, or any other characteristic or aspect which is not job related, in its recruiting, hiring, promoting, terminating, or any other area affecting employment under this Agreement or with the provision of services or goods under this Agreement.

**ARTICLE II**

**SCOPE OF BASIC SERVICES**

2.1 **DEFINITION**

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

2.2 **CORRECTION OF ERRORS, OMISSIONS, DEFICIENCIES, AND CONFLICTS**

The CONSULTANT shall, without additional compensation, promptly correct any errors, omissions, deficiencies, or conflicts in the work product of the CONSULTANT or its subconsultants, 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:
ARTICLE III
ADDITIONAL SERVICES

3.1 Additional services are services not included in the Scope of Basic Services. A list of additional services, which may be applicable to this Project, is shown in Attachment C. Other conditions or services, which also may be applicable to this Project, is shown on Attachment E. 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, 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.

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, and 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 subconsultants 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. A preliminary list of information to be provided to the CONSULTANT, by the COUNTY is shown in Attachment B.

ARTICLE V
INDEMNIFICATION AND HOLD HARMLESS AND DEFENSE

5.1 The CONSULTANT covenants and agrees to indemnify and hold harmless COUNTY/Monroe County and Monroe County Board of County Commissioners, its officers and employees from liabilities, damages, losses and costs, including but not limited to, reasonable attorneys’ fees where recoverable by law, 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 that he/she shall hold the COUNTY harmless and shall indemnify it from all losses occurring thereby and shall further defend (for non-professional claims) 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.

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.

5.6 FDEM Indemnification
To the fullest extent permitted by law, the CONTRACTOR shall indemnify and hold harmless the Agency, the State of Florida, Department of Emergency Management, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney’s fees where recoverable by law, to the extent caused by the negligence,
recklessness or intentional wrongful misconduct of the CONTRACTOR and persons employed or utilized by the CONTRACTOR in the performance of this Contract.

This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the (COUNTY) Agency’s sovereign immunity.

5.7 FDOT INDEMNIFICATION
To the fullest extent permitted by law, the CONSULTANT shall indemnify and hold harmless the State of Florida, Department of Transportation, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney’s fees where recoverable by law, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the CONSULTANT and persons employed or utilized by the CONSULTANT in the performance of this Agreement.

This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the COUNTY’s sovereign immunity.”

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>Rodney McManus, LEED AP (ADG)</td>
<td>Principal in Charge</td>
</tr>
<tr>
<td>Ian A. Reeves, AIA (ADG)</td>
<td>Project Architect</td>
</tr>
<tr>
<td>Daniel Taylor, Assoc. AIA (ADG)</td>
<td>Project Manager</td>
</tr>
<tr>
<td>Sergio Baca, Assoc. AIA (ADG)</td>
<td>Survivability Specialist</td>
</tr>
<tr>
<td>Joe Moody (K2M Design)</td>
<td>Local Project Manager</td>
</tr>
<tr>
<td>Erica Poole, RA (K2M Design)</td>
<td>Local Architect</td>
</tr>
<tr>
<td>Devon Ayers, RA (K2M Design)</td>
<td>Construction Administration</td>
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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 the CONSULTANT’s performance relating to the Phase I work of this Agreement as outlined in Attachment D. The
Total Not to Exceed Amount of One-Hundred Forty-Two Thousand Eight Hundred Dollars and No Cents ($142,800.00) will apply to this Agreement for the Phase I Scope of Work.

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, Sec. 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; and

(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 as the COUNTY may require.

7.3 REIMBURSABLE EXPENSES

7.3.1 Reimbursable expenses include expenses incurred by the CONSULTANT in the interest of the Project:

a. Expenses of transportation submitted by CONSULTANT, in writing, and living expenses in connection with travel authorized by the COUNTY, in writing, but only to the extent preapproved by the County and in the amounts authorized by Section 112.061, Florida Statutes;

b. Cost of reproducing maps or drawings or other materials used in performing the scope of services; and

c. Postage and handling of reports.

7.3.2 Reimbursable expenses, identified and estimated as part of the scope of work detailed in Attachment A, the cost of which are related to lump sum project milestone deliverables, shown in Attachment D – Fee Allocation, may be reimbursed monthly on a percent complete basis.

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 COUNTY’s Board of County Commissioners.

7.4.2 The COUNTY’s performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Board of County Commissioners 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 do business in the State of Florida and that has an agent for service of process within the State of Florida. The coverage shall contain an endorsement providing sixty (60) days’ notice to the COUNTY prior to any cancellation of said coverage. Said coverage shall be written by an insurer acceptable to the COUNTY and shall be in a form acceptable to the COUNTY.

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 Statutes, Chap. 440.

B. Employers Liability Insurance with limits of $1,000,000 per Accident, $1,000,000 Disease, policy limits, $1,000,000 Disease each employee.

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 on-site and off-site operations, and owned, hired or non-owned vehicles, with $300,000 per occurrence, $200,000 per person, and $200,000 property damage, or $300,000 Combined Single Limit.

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 subconsultants, including Premises and/or Operations, Products and Completed Operations, Independent Contractors, Broad Form Property Damage, and a Blanket Contractual Liability Endorsement with $1,000,000 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 forty-eight (48) months following the termination or expiration of this contract.

E. Architects Errors and Omissions insurance of $1,000,000 per occurrence and $3,000,000 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. Professional Liability. Recognizing that the work governed by this contract involves the furnishing of advice or services of a professional nature, the CONSULTANT shall purchase and maintain, throughout the life of the contract, Professional Liability Insurance which will respond to damages resulting from any claim arising out of the negligent
performance of professional services or any negligent act, error or omission of the Consultant arising out of work governed by this contract. Limits of liability shall be $300,000 per Claim / $500,000 Aggregate.

G. COUNTY, FDOT and FDEM shall be named as an additional insured with respect to CONSULTANT’s liabilities hereunder in insurance coverages identified in Paragraphs C and D.

H. CONSULTANT shall require its subconsultants 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 subconsultants.

I. 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.

J. 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 COUNTY’S OWNERSHIP OF THE PROJECT DOCUMENTS

The documents prepared by the CONSULTANT for this Project belong to the COUNTY and may be reproduced and copied without acknowledgement or permission of the CONSULTANT for use for this specific project. Notwithstanding any applicable provisions of Florida Statutes, Chapter 119 – Public Records, the documents, or the “architects instruments of service” remain the intellectual property of the architect and cannot be utilized for any other project except the project specifically outlined in this agreement.

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 OR SUSPENSION

The Contract may be terminated by the COUNTY as follows:

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.

C. Termination for Cause and Remedies: In the event of breach of any contract terms, the COUNTY retains the right to terminate this Agreement. The COUNTY may also terminate this agreement for cause with CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, prior to termination, the COUNTY shall provide CONSULTANT with seventy-two (72) hours’ notice and provide the CONSULTANT with an opportunity to cure the breach that has occurred. If the breach is not cured, the Agreement will be terminated for cause. If the COUNTY terminates this agreement with the CONSULTANT, COUNTY shall pay CONSULTANT the sum due the CONSULTANT under this agreement prior to termination, unless the cost of completion to the COUNTY exceeds the funds remaining in the contract; however, the COUNTY reserves the right to assert and seek an offset for damages caused by the breach. The maximum amount due to CONSULTANT shall not in any event exceed the spending cap in this Agreement. In addition, the COUNTY reserves all rights available to recoup monies paid under this Agreement, including the right to sue for breach of contract and including the right to pursue a claim for violation of the COUNTY’s False Claims Ordinance, located at Section 2-721 et al. of the Monroe County Code.

D. Termination for Convenience: The COUNTY may terminate this Agreement for convenience, at any time, upon sixty (60) days’ notice to CONSULTANT. If the COUNTY terminates this agreement with the CONSULTANT, COUNTY shall pay CONSULTANT the sum due the CONSULTANT under this agreement prior to termination, unless the cost of completion to the COUNTY exceeds the funds remaining in the contract. The maximum amount due to CONSULTANT shall not exceed the spending cap in this Agreement. In addition, the COUNTY reserves all rights available to recoup monies paid under this Agreement, including the right to sue for breach of contract and including the right to pursue a claim for violation of the COUNTY’s False Claims Ordinance, located at Section 2-721 et al. of the Monroe County Code.

E. For Contracts of any amount, if the COUNTY determines that the CONSULTANT has submitted a false certification under Section 287.135(5), Florida Statutes or has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the COUNTY shall have the option of (1) terminating the Agreement after it has given the CONSULTANT written notice and an opportunity to demonstrate the agency’s determination of false certification was in error pursuant to Section 287.135(5)(a), Florida Statutes, or (2) maintaining the Agreement if the conditions of Section 287.135(4), Florida Statutes, are met.
For Contracts of $1,000,000 or more, if the COUNTY determines that the CONSULTANT submitted a false certification under Section 287.135(5), Florida Statutes, or if the CONSULTANT has been placed on the Scrutinized Companies with Activities in the Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or been engaged in business operations in Cuba or Syria, the COUNTY shall have the option of (1) terminating the Agreement after it has given the CONSULTANT written notice and an opportunity to demonstrate the agency’s determination of false certification was in error pursuant to Section 287.135(5)(a), Florida Statutes, or (2) maintaining the Agreement if the conditions of Section 287.135(4), Florida Statutes, are met.

9.6 CONTRACT DOCUMENTS

This contract consists of the Request for Qualifications, any addenda, the Form of Agreement (Articles I-IX), 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” through “F”, 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 thirty-six (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 subconsultant 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 (5) 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 (4) 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.

Right to Audit

Availability of Records. The records of the parties to this Agreement relating to the Project, which shall include but not be limited to accounting records (hard copy, as well as computer readable data if it can be made available; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, bidding instructions, bidders list, etc.); original estimates; estimating work sheets; correspondence; change order files (including documentation covering negotiated settlements); backcharge logs and supporting documentation; general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends; any other supporting evidence deemed necessary by Owner or the Monroe County Office of the Clerk of Court and Comptroller (hereinafter referred to as “County Clerk”) to substantiate charges related to this agreement, and all other agreements, sources of information and matters that may in Owner’s or the County Clerk’s reasonable judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any contract document (all foregoing hereinafter referred to as “Records”) shall be open to inspection and subject to audit and/or reproduction by Owner’s representative and/or agents or the County Clerk. Owner or County Clerk may also conduct verifications such as, but not limited to, counting employees at the job site, witnessing the distribution of payroll, verifying payroll computations, overhead computations, observing vendor and supplier payments, miscellaneous allocations, special charges, verifying information and amounts through interviews and written confirmations with employees, Subcontractors, suppliers, and contractors representatives. All records shall be kept for ten (10) years after Final Completion. The County Clerk possesses the independent authority to conduct an audit of Records, assets, and activities relating to this Project. If any auditor employed by the Monroe County or County Clerk determines that monies paid to Consultant pursuant to this Agreement were spent for purposes not authorized by this Agreement, the Contractor shall repay the monies together with interest calculated pursuant to Section 55.03, Fla. Stat., running from the date the monies were paid to Consultant.

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 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

The parties 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. The parties agree 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 VII of the Civil Rights Act of 1964 (PL 88-352), which prohibits discrimination in employment on the basis of race, color, religion, sex, and national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC §§ 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 § 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC §§ 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, §§ 523 and 527 (42 USC §§ 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patent records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC §§ 3601 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 §§ 12101), as amended from time to time, relating to nondiscrimination in employment on the basis of disability; 10) Monroe County Code Chapter 14, Article II, which prohibits discrimination on the basis of race, color, sex, religion, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; and 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.


1) The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2) The CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3) The CONSULTANT will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee’s essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CONSULTANT’s legal duty to furnish information.

4) The CONSULTANT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers’ representative of the CONSULTANT’s commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5) The CONSULTANT will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6) The CONSULTANT will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7) In the event of the CONSULTANT’s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8) The CONSULTANT will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246.
of September 24, 1965, so that such provisions will be binding upon each subconsultant or vendor. The CONSULTANT will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for non-compliance; provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subconsultant or vendor as a result of such direction by the administering agency the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

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.

CONSULTANT shall be referred to herein also as “CONTRACTOR” for this provision only:

Public Records Compliance. CONTRACTOR must comply with Florida public records laws, including but not limited to Chapter 119, Florida Statutes and Section 24 of article I of the Constitution of Florida. The COUNTY and CONTRACTOR shall allow and permit reasonable access to, and inspection of, all documents, records, papers, letters or other “public record” materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the COUNTY and CONTRACTOR in conjunction with this contract and related to contract performance. The COUNTY shall have the right to unilaterally cancel this contract upon violation of this provision by the CONTRACTOR. Failure of the CONTRACTOR to abide by the terms of this provision shall be deemed a material breach of this contract and the COUNTY may enforce the terms of this provision in the form of a court proceeding and shall, as a prevailing party, be entitled to
reimbursement of all attorney’s fees and costs associated with that proceeding. This provision shall survive any termination or expiration of the contract. The CONTRACTOR is encouraged to consult with its advisors about Florida Public Records Law in order to comply with this provision. Pursuant to Fla. Stat., Sec. 119.0701 and the terms and conditions of this contract, the CONTRACTOR is required to:

1. Keep and maintain public records that would be required by the COUNTY to perform the service.

2. Upon receipt from the COUNTY’s custodian of records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the COUNTY.

4. Upon completion of the contract, transfer, at no cost, to the COUNTY all public records in possession of the CONTRACTOR or keep and maintain public records that would be required by the COUNTY to perform the service. If the CONTRACTOR transfers all public records to the COUNTY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY’s custodian of records, in a format that is compatible with the information technology systems of the COUNTY.

5. A request to inspect or copy public records relating to a COUNTY contract must be made directly to the COUNTY, but if the COUNTY does not possess the requested records, the COUNTY shall immediately notify the CONTRACTOR of the request, and the CONTRACTOR must provide the records to the COUNTY or allow the records to be inspected or copied within a reasonable time.

If the CONTRACTOR does not comply with the COUNTY’s request for records, the COUNTY shall enforce the public records contract provisions in accordance with the contract, notwithstanding the COUNTY’s option and right to unilaterally cancel this contract upon violation of this provision by the CONTRACTOR. A CONTRACTOR who fails to provide the public records to the COUNTY or pursuant to a valid public records request within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.

The CONTRACTOR shall not transfer custody, release, alter, destroy or otherwise dispose of any public records unless or otherwise provided in this provision or as otherwise provided by law.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, BRIAN BRADLEY AT PHONE# 305-292-3470, PUBLICRECORDS@MONROECOUNTY-FL.GOV, MONROE COUNTY ATTORNEY’S OFFICE 1111 12TH Street, SUITE 408, KEY WEST, FL 33040.
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, a Drug-Free Workplace Statement and a Vendor Certification Regarding Scrutinized Companies Lists. 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 (1) 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 2 C.F.R. § 200.321 (as set forth in detail below), 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 subconsultants 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.

2 C.F.R. § 200.321 CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN’S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the CONSULTANT with the funds authorized by this Agreement, seeks to subcontract goods or services, then, in accordance with 2 C.F.R. §200.321, the CONSULTANT shall take the following affirmative steps to assure that minority businesses, women’s business enterprises, and labor surplus area firms are used whenever possible.

b. Affirmative steps must include:
   1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
   2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
   3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
   4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
   5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
6. Requiring the Prime CONSULTANT, if subconsultant’s are to be let, to take the affirmative steps listed in paragraph (1) through (5) of this section.

9.30 TIME FOR PERFORMANCE/BASELINE SCHEDULE / COST ESTIMATES

Time is considered of the essence in the performance of the services required by this Agreement and defined in the scope of work.

The CONSULTANT will be prepared to commence work upon receiving a Notice to Proceed from the COUNTY and to complete all functions in accordance with the schedule and delivery requirements outlined in the “Baseline Schedule / Cost Estimates” special provisions and specifications included below:

9.30.1 SCHEDULING REQUIREMENTS

1. Baseline Schedule

1.1 A baseline project schedule indicating the preconstruction activities to be monitored and the anticipated completion dates for milestones are included in Attachment F.

2. Monthly Schedule Update

2.1 The CONSULTANT will report detailed input and schedule updates on all preconstruction activities in accordance with the Baseline Schedule on a monthly basis. All preconstruction activities must be addressed each month even if there is no change in status. Following the Notice to Proceed, this report will be considered due to the COUNTY on or before the fifth (5th) day of each month.

2.2 A brief narrative describing scheduled milestones with the status for each and a projection of milestone activities anticipated for the next sixty (60) days will be included in the report.

2.3 In the event that milestone dates are compromised for any reason, the CONSULTANT will participate in a schedule review and assessment with the COUNTY and the results will be incorporated into the report. The schedule review and assessment may include, but is not limited to, a detailed critical path analysis, consideration of potential delays, development of recovery plans, reporting recovery activities which are underway, assessing the impact of delays, and developing plans for schedule recovery.

2.4 The COUNTY will evaluate the schedule review and assessment results as reported by the CONSULTANT to determine if adequate provisions are proposed to enable the project to progress in accordance with the Baseline Schedule. If it is determined that an adjustment to the Baseline Schedule is warranted and if the delays are not directly attributed to the operations and/or project management practices of the CONSULTANT as required by this Contract, the COUNTY may grant an appropriate extension of time to complete all or any phase of the work. The CONSULTANT will incorporate recommendations for such time extensions into the monthly schedule update report.

2.5 The COUNTY reserves the right, but does not assume the obligation, to intercede at any time should the CONSULTANT fail to demonstrate the ability to progress the project in accordance with the milestone dates established in the Baseline Schedule. Such actions on the part of the CONSULTANT shall be considered non-performance and the COUNTY shall
have all rights to seek remuneration and other damages as provided for in this Agreement and the laws of the State of Florida.

3. Project Development Process

3.1 Preconstruction activities should, at a minimum, include the elements shown in Attachment F.

9.30.2 COST ESTIMATING REQUIREMENTS

1.1 Baseline Cost Estimates

1.1.1 Following the Notice to Proceed for this Contract, and following the CONSULTANT’s development (and COUNTY acceptance) of a Conceptual Building Design, the CONSULTANT will review the estimate of probable development costs for the Project and submit a written confirmation and/or recommendations for any refinements, changes, and revisions to the COUNTY. The COUNTY will consider any project cost estimate recommendations and issue a final Baseline Cost Estimate.

2.1 Cost Estimate Updates.

2.1.1 The CONSULTANT will update the estimate of probable cost with the initial concept plan and upon completion of major design reviews with the Construction Manager At Risk (CMAR) contractor, and upon completion of the final design effort, and after any significant changes in the scope of the project as defined in this Contract.

2.1.2 In the event that the Baseline Schedule is suspended or delayed in any manner, additional updates of the Baseline Cost Estimate will be required at six (6) month intervals as long as this Contract remains in effect. The COUNTY may suspend this requirement by issuing a written notice to the CONSULTANT.

9.31 FEDERAL CONTRACT REQUIREMENTS

The CONSULTANT and its sub-consultants must follow the provisions, as applicable, as set forth in 2 C.F.R. §200.326 Contract provisions and Appendix II to 2 C.F.R. Part 200, as amended, including but not limited to:


Security Grant Program, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must comply with the Davis-Bacon Act (40 U.S.C. §§3141-3144 and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, CONTRACTORS must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, CONTRACTORS must be required to pay wages not less than once a week. If applicable, the COUNTY must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The COUNTY must report all suspected or reported violations to the Federal awarding agency. When required by Federal program legislation, which includes emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program and Transit Security Grant Program (it does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program), the CONTRACTORS must also comply with the Copeland “Anti-Kickback” Act (40 U.S.C. §3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). As required by the Act, each CONTRACTOR or subrecipient is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The COUNTY must report all suspected or reported violations to the Federal awarding agency.

i) Contractor. The CONTRACTOR shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

ii) Subcontracts. The CONTRACTOR or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

iii) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

9.31.3 Contract Work Hours and Safety Standards Act (40 U.S.C. §§3701-3708). Where applicable, which includes all FEMA grant and cooperative agreement programs, all contracts awarded by the COUNTY in excess of $100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. §§3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. §3702 of the Act, each CONTRACTOR must compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of forty (40) hours in the work week. The requirements of 40 U.S.C. §3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the
purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

9.31.4 Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

9.31.5 Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR §180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR §180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.


9.31.7 Compliance with Procurement of recovered materials as set forth in 2 CFR §200.322. CONTRACTOR must comply with section 6002 of the Solid Waste Disposal Act, as amendment by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designed in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. (1) In the performance of this contract, the CONTRACTOR shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price. (2) Information about this requirement, along with the list of EPA-designated items, is available at EPA’s Comprehensive Procurement Guidelines website, [https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program](https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program).
9.31.8 Americans with Disabilities Act of 1990 (ADA), as amended. The CONTRACTOR will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and the assurance by the CONTRACTOR pursuant thereto.

9.31.9 The CONTRACTOR shall utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the CONTRACTOR during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

9.31.10 Fraud and False or Fraudulent or Related Acts. The CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR’S actions pertaining to this contract.

9.32 The CONTRACTOR is bound by the terms and conditions of applicable Grant Agreements which are providing funds for the Project. Such Grant Agreements include Agreement Number 19-SP-10-11-54-01-237 between COUNTY and the Florida Division of Emergency Management dated December 10, 2018 and Public Transportation Grant Agreement Contract Number G1009 (Financial Project Number 442422-1-94-01) between COUNTY and the Florida Department of Transportation dated January 29, 2019.

9.33 The CONTRACTOR shall hold the Division and COUNTY harmless against all claims of whatever nature arising out of the CONTRACTOR’S performance of work under this Agreement, to the extent allowed and required by law.
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.

(Seal)
Attest: KEVIN MADOK, Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: ____________________________
Deputy Clerk

By: ____________________________
Mayor/Chairman

Date: __________________________

CONSULTANT: Architects Design Group / ADG, Inc.

Attest:

Signature: ______________________
Name: Nicole Hevia
Title: Office Manager / Comptroller
Date: ______________________

Signature: ______________________
Name: Rodney McManus, LEED AP
Title: Vice President of Operations
Date: ______________________

END OF AGREEMENT

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM

[Signature]
CHRIS AMBROSIO
ASSISTANT COUNTY ATTORNEY

Date: 05/14

AGREEMENT
ATTACHMENT A – SCOPE OF SERVICES

General Description:

The project, and related Scope of Services, is generally described as a Spatial Needs Assessment, Site Analysis, Master Planning, Conceptual Building Design, Community Outreach Program Implementation (if requested), Design / Engineering, Construction Administration and Building Commissioning of the new FL Keys Marathon Airport Non-Aeronautical Use Building.

As part of the initial planning phase of this project, the Consultant shall assist the County in conducting a study that considers various potential uses of the Marathon Airport Non-Aeronautical Use Building. Potential County use of this building shall include, but not be limited to a facility that will support the federally mandated National Incident Management System (NIMS) Incident Command System (ICS) by serving as an incident command post and supporting the County’s Emergency Management team. Potential stakeholders that may have an interest in the new building will include, but not be limited to, the following County and State entities and other agency stakeholders:

- Florida Department of Transportation
- Monroe County Emergency Services
- Monroe County Sheriff’s Office (including Emergency 911 Communications)
- Monroe County Health Department
- Monroe County Facilities Maintenance Department
- Monroe County Airports (for non-aeronautical uses)
- National Weather Service (space for Liaison Desk only)

The Phases of Services are herein identified as follows:

1. Project Kick-Off:
   1.1 The Consultant shall participate in an initial meeting with Monroe County agencies including with Sheriff’s Office, Emergency Management Department, Facilities Maintenance Department, Airport Staff, County’s Project Management Team, or any other stakeholders identified by the County, to review the proposed Project and to establish project schedules for specific tasks.

2. Phase I-A: Detailed Spatial Needs Assessment:
   2.1 The Consultant shall conduct an analysis of the routine operations of the identified entities in order to fully understand their function, operations and the respective interaction, relationship, adjacency priorities, and potential of joint use facilities.

   2.2 A Spatial Needs Assessment shall then be conducted, providing documentation as to current and future needs; future need being defined as those anticipated for the years 2030 and 2040, and the current need being defined as the year 2020. The process for obtaining this information shall consist of a two-part effort; a detailed questionnaire and on-site interviews with the staff of the various entities, as noted above.
The questionnaire shall relate to such information as:

2.2.1 Historical, Current and Projections for Future Staffing Levels.
2.2.2 A Detailed Mission Statement.
2.2.3 Departmental Organizational Charts.
2.2.4 An Assessment of Requested Spaces.
2.2.5 A Definition of Functional Inter-Relationships.
2.2.6 Documentation of Specialized Equipment.
2.2.7 Documentation as to relationship to other Departments.

The Consultant, as a part of this phase, shall consider and provide documentation to the extent possible, current and future staffing level projections and their spatial need impact upon future needs of facilities.

Based upon the recommendations related to facility size(s), the Consultant shall identify the land area needed for the building, associated parking and related site requirements, such as stormwater retention, parking areas, landscape requirements, infrastructure improvements, secure storage for County vehicles, equipment and apparatus, and building setback requirements. Some elevated parking may be required.

The Consultant shall research and provide information relative to identifying potential supplemental grant funding sources, noting entities which provide funds for projects of the type envisioned for the FL Keys Marathon Airport Non-Aeronautical Use Building.

This phase shall result in a detailed report, which shall contain the following components:

2.6.1 Program Requirements for the Building
2.6.2 Exterior Facilities
2.6.3 Joint-use / Shared Facility Opportunities.
2.6.4 Development Options.
2.6.5 Estimates of Probable Development Costs.
2.6.6 Construction Phasing Plan(s).
2.6.7 Analysis and Identification of all pertinent regulatory requirements; including design standards and requirements stipulated by grant agreements, including FDEM, FDOT Aviation, and FEMA.
2.6.8 Analysis and Identification of recommended green building elements.

The final report shall contain recommendations relative to potential solutions, and shall include multiple alternatives. A minimum of three (3) alternative development options will be evaluated and documented as to the size and associated potential costs of each such alternative. This report shall be issued to the County’s Project Management Team for review and consideration, and subsequently, upon the
County’s direction, to the Monroe County Board of County Commissioners at a public meeting and/or Commission Workshop.

3. Phase I-B: Site(s) Analysis and Master Planning:

3.1 The County shall submit to the Consultant, any existing documentation relative to up to three (3) proposed sites that have been previously identified and investigated. Based upon the site size determined to be necessary, as identified within the Spatial Needs Assessment, and with the direct input of the County, the Consultant shall summarize the site characteristics of each site.

3.2 The Consultant shall then conduct an evaluation of the County’s parcel(s) utilizing nationally recognized criteria. It is our understanding that there are currently three (3) potential sites that are under consideration. The Consultant shall prepare, and distribute to the appropriate County personnel, a detailed list of site selection criteria for evaluation by the County as well as the Consultant’s team members.

3.3 The evaluation of potential sites will include an assessment or scoring of how well each site meets a list of selection criteria. The sites will be ranked, based on the total score for each site. Items to be considered as site selection criteria will include:

3.3.1 Ability of the site to accommodate appropriate public and staff parking.
3.3.2 Evaluation of property relative to a 100-year storm.
3.3.3 Identification of potential hazards.
3.3.4 Ability and estimated cost to acquire adjacent parcels (or space) if deemed necessary and/or appropriate.
3.3.5 Guidelines for the abandonment of right-of-way, easements and/or roadways, which may become internal to the site, or the establishment of an emergency vehicle ingress/egress easement through the adjacent properties to allow for a second means of access to a larger, more substantially constructed roadway.
3.3.6 Appropriateness (capacity) of existing utilities, such as power, gas, water, sewer, fiber optics, etc.
3.3.7 The ability of the site to accommodate the space needs that will support the federally mandated National Incident Management System (NIMS) Incident Command System (ICS) by serving as an incident command post and supporting the County’s Emergency Management team, both in terms of current needs (year 2020) and future needs (years 2030 and 2040).

3.4 Obtain, to the extent possible, historical and current aerial photographs of the properties, the purpose being to illustrate previous site utilization.

3.5 Based upon the information assembled and documented, the Consultant shall prepare a written report noting the information herein contained, and make a specific recommendation as to the appropriateness of each site evaluated. Eight (8) copies (one of which shall be electronic in PDF format) of this report shall be provided to the County. The Consultant shall make one (1) in-person presentation of this report to the Board of County Commissioners or County Administrator.
36 Based upon the information obtained during development of the Spatial Needs Assessment, the Consultant shall participate in a meeting(s) with representatives of Monroe County to initiate the Master Planning effort. The premise of this meeting shall be to obtain consensus as to the appropriate land utilization of the designated property and the proposed facility, as well as future expansion requirements.

37 Based upon the adopted Development Alternative, the Consultant shall prepare a Master Plan Document of the selected site, illustrating:

3.7.1 Proposed land utilization of the selected site.
3.7.2 Location and general configuration of “current need” facilities.
3.7.3 Areas of potential expansion for future need.
3.7.4 Location of vehicles access and egress, both staff and public.
3.7.5 Pedestrian areas and site circulation.
3.7.6 Vehicle Parking Areas (Staff, Public).
3.7.7 Area(s) designated for stormwater retention.
3.7.8 Required Standoff Distances.

38 The Consultant shall then prepare a final Master Planning Drawing illustrative of the proposed recommended solution and present same to the staff of the County. These documents shall then, upon direction by the County Administration, be the focal point of a public outreach program with the purpose of explaining the importance of the project to the local land owners and the community at large. The Consultant will include the City of Marathon in this outreach program, allowing the City to review and comment on the Master Plan. The County will work with the Consultant to develop responses to review comments.

39 The design team will procure, on behalf of the County, a boundary and topographic survey of the County-owned property(s) for the use of site engineering for the proposed building.

4. **Phase I-C: Conceptual Building Design:**

The Consultant will prepare conceptual design documents consisting of preliminary elevations and illustrating the following items:

4.1 Confirm the site development layout illustrating parking areas, vehicular/pedestrian circulation, public/private zones, site utility considerations, future expansion, etc.
4.2 Provide block diagram of major programmed spaces showing functional relationship.
4.3 Provide building size/shape configuration showing major entry points.
4.4 Provide graphic representation of proposed exterior building envelope components.
4.5 Provide list of proposed energy efficient systems/building components.
4.6 Provide optional solutions if necessary, to address identified constraints.
4.7 Design concepts / components driven by required design criteria (FEMA 361, wind speed, wave height / impact, etc.).
5. **Phase I-D: Community Outreach Program**

5.1 If requested, the design team, in association with the County, shall participate in up to three (3) community outreach meetings or workshops, in an effort to present the proposed project to the citizens of Monroe County. At least one of these outreach meetings will specifically target citizens and community leaders within the City of Marathon. The meetings/presentations shall be conducted by a minimum of two (2) design team members.

6. **Phase I-E: Estimate of Probable Development Costs:**

6.1 The Consultant shall prepare an Estimate of Probable Development Costs that will identify site development costs, building construction costs, preliminary technology needs costs, and project-specific “soft costs” for the County’s budgetary considerations.

7. **Phase I-F: Assistance with Selection of Construction Manager at Risk (CMAR):**

7.1 The Consultant shall serve as a technical advisor to the County in the selection of a qualified CMAR for the construction phase of the project. The County will prepare and advertise a Request for Proposals (RFP). The Consultant will provide input on desirable qualifications and required experience and capabilities of the CMAR to be selected for construction of this project. The Consultant will serve as a technical advisor only and shall have no vote nor any say in the final selection process. The CMAR Selection Committee, comprised only of County employees, will conduct the evaluation and scoring of proposals and make the final recommendations for selection to Monroe County BOCC.

8. **Phase II: Basic Architectural and Engineering Services:**

8.1 The Consultant shall provide services for the standard Phase II design phases, as defined in this scope of work, for the proposed facility. These shall include schematic design at 20% of the basic services fee, design development at 30%, construction documents at 25%, bidding or GMP coordination at 5%, and construction administration at 20%, respectively.

8.2 During the Phase II design phase, the Consultant will communicate the basis of design decisions with the County’s CMAR. Periodic design reviews between the County, the Consultant, and the CMAR will be held to facilitate these communications. The County’s CMAR will be required to participate in these reviews and provide design alternatives and other recommendations which will contain costs within the project budget. The Consultant shall consider possible design alternatives for possible inclusion in the project design. The goal of this coordination is a set of final construction documents that the CMAR can use to prepare their GMP.

8.3 Commissioning of the building and post acceptance warranty inspections, if requested by the County, will continue services beyond the construction phase.
All code-required services relating to permitting this project, including a Facility Energy Analysis, shall be considered part of the Basic Services of this contract. Any services, which are not code-required, shall be considered additional services, as outlined in Attachment D.

The Consultant and the County recognize that the requested services are of significant magnitude, scheduling and complexity, which include the facility being developed in terms of “survivability” as may be required by the County in accordance with FEMA 361 guidelines. Likewise, there are multiple grants the County has been successful in securing, which will also have their own stipulations, regarding design criteria and usage requirements. The Consultant will coordinate these external requirements with the County’s requirements and budget to determine an optimum design.

END OF ATTACHMENT A
ATTACHMENT B – INFORMATION REQUESTED FROM THE COUNTY

The information that Architects Design Group (ADG), the Consultant, would need from Monroe County in order to complete this project include:

1. The County shall submit to the Consultant, any existing documentation relative to the proposed site that has been previously identified and investigated; including, but not limited to:
   1.1. Aerial maps
   1.2. Floodplain maps
   1.3. Topographic maps
   1.4. Benchmark data
   1.5. Previous Site Geotechnical Studies (If available)
   1.6. County’s (owner’s) project requirements (OPR) Documentation as noted in Attachment A Scope of Services

2. The County shall provide to the Consultant any standard contract forms, any available plans and other related documentation. To the extent feasible, the County will provide this documentation in an electronic format (e.g., Word, Excel, PDF, etc.). If necessary, a reasonable number of hard-copy printed documents will be provided instead.

3. The County is to provide the Design Team any existing land development regulations that the Design Team will need to comply with. ADG will also research / determine / confirm these regulations as well.

4. The County is to provide the Design Team a list of the existing Permitting Agencies that will be involved in reviewing and/or permitting the Project. ADG will also research / determine / confirm these agencies as well.

5. The County is to provide the Design Team with any updates to the project-related grant awards that they have been awarded.

6. The County is to provide the Design Team with the County’s project management team composition, contact information, and chain of communications command.

END OF ATTACHMENT B
ATTACHMENT C – ADDITIONAL SERVICES

1. **Additional Services:**

   The Architect, or his consultants, shall provide the following additional services if requested:

   1.1 **Interior Design:**

      1.1.1 Interior design services related to the programming, conceptual design, bidding and supervision of installation of furnishings. The Fee for this service is identified in Attachment D.

      1.1.2 Services related to the inventory of existing furnishings and equipment shall be provided billable on an hourly basis, utilizing the rate schedule identified in Attachment D, or at an agreed upon fixed fee amount. Said services are to be provided only when specifically requested by the Client in writing.

   1.2 **Off-Site Civil Engineering:**

      Upon acceptance of the Conceptual Site Plan, if off-site services engineering are required, a scope of work shall be established. Work typically identified as the Scope of Services for Civil Engineering is construction falling outside the property lines or within on-site easements and/or the relocation of existing utilities. The Professional fee shall be agreed upon by the Client, the Architect and Civil Engineer based upon a defined Scope of Services.

   1.3 **Landscape Architectural Services:**

      Landscape Architectural Services shall be provided by a registered Landscape Architect, selected by the Architect, to provide the Scope of Services to be defined by the accepted Master Site Plan. The Professional Compensation Fees for these services shall be as noted in Attachment D.

   1.4 **Site and Building Identification/Graphic Design:**

      Provide graphic design services associated with the design and construction administration of building identification, graphics and signage.

   1.5 **Permitting Coordination Services:**

      The Architect shall provide permitting coordination services as follows:

      1.5.1 Define all permits and/or review agency requirements and provide a graphic chronological assessment.

      1.5.2 Prepare and/or coordinate the permitting applications and make the submittals in a timely manner and in accordance with the schedule to be submitted by the Architect upon execution of this agreement by the Client.

      1.5.3 Monitor the permitting process and provide written progress reports to the Client.

      1.5.4 Local (County and/or City of Marathon) Building permit services are considered part of the basic services of this contract.
1.5.5 Permitting Services related to FDEP, USACOE, SFWMD, FAA, and any other regulatory entity having jurisdiction (outside of the County and/or City of Marathon) will be considered additional services. The Professional Fee for permitting associated with these regulatory entities shall be as noted in Attachment D.

1.6 **Facility or Site Model Computer Renderings:**
The Architect shall develop up to three (3) computer rendering(s) of the facilities or the overall Master Plan, illustrating site utilization, building massing, access and egress roadways, parking areas, pedestrian walkways and stormwater retention areas. The Professional Services Fee shall be as noted in Attachment D.

1.7 **Special Engineering:**
Special Structural Engineering services will be provided by the Architect/Engineer, when authorized by the Client, if unusual site soil or geographical conditions are found to exist. An additional fee in an amount to be determined shall be established based upon the conditions discovered and the complexity of services necessary to correct said conditions.

1.8 **Extended Construction Observation:**
The Architect shall provide standard construction observation services (number of visits, durations and activities will be added to the contract when the final Phase II Services have been determined and agreed upon) during the construction phase. As also noted in this Agreement, these services constitute twenty percent (20%) of the value of Basic Services. The Construction Documents will stipulate the period allowed to the Construction Manager at Risk (CMAR) for construction, which is anticipated to be fourteen (14) months. The Architect shall be entitled to Additional Fees if the CMAR exceeds this stipulated period, which shall be negotiated with the input of the Client, said fees being a pro-rata monthly fee of the fee allocated for this phase. These fees shall be documented in the contract specifications as the responsibility of the CMAR and shall be payable to the Client to reimburse the Client for payments to the Architect.

1.9 **Post Occupancy/Warranty Inspection:**
Eleven (11) months after acceptance of the building the Architect and M/E/P Engineers shall conduct a warranty inspection of the building and shall document all systems and elements that are in need of corrective action on the part of the CMAR. The Architect shall subsequently re-inspect the facility(s) to establish that noted items have been satisfactorily resolved or if additional work is required on the part of the CMAR. The Professional Services Fee shall be as noted in Attachment D. Note that the fee for this service shall be due at the time such services are rendered.

1.10 **Community Outreach Program:**
If desired, the Architect and its team shall participate in three (3) public presentations in a collective effort of engaging the local community at large. At least one (1) presentation will be targeted for City of Marathon community leaders, in particular. The Architect will assist with the development of the necessary presentation materials.
and format and will provide one (1) copy, both digital and hard copy version, to the Client for its records. A minimum of two (2) representatives of the Architect’s team shall participate in each of the requested presentations. The professional fee is as noted in Attachment D. This service will be included as a part of Phase II basic services.

1.11 **Site Surveying Allowance:**
The Architect shall obtain the services of a Registered Land Surveyor, acceptable to the Client, for a site boundary and topographic survey for the subject property. This service is provided to the Client with the understanding and agreement that the Architect shall have no liability for said services. The professional fee shall be established based upon a defined Scope of Services. This survey will be completed upon final determination / selection of the project site by the County. This service will be included as a part of Phase II basic services.

1.12 **Geotechnical Engineering Allowance:**
The Architect shall obtain the services of a Professional Geotechnical Engineering firm for purposes of sub-surface soils investigation, percolation testing, and foundation recommendations. This service is provided to the Client with the understanding and agreement that the Architect shall have no liability for said services. The professional fee shall be established based upon a defined Scope of Services. These services will be completed upon final determination / selection of the site by the County. This service will be included as a part of Phase II basic services.

1.13 **Building Commissioning:**
The Architect and its Engineers, if so desired by the Client, shall provide complete building commissioning services of the Mechanical, Electrical, and low-voltage systems facility wide including creating a commissioning plan, integrating the commission requirements into project specifications, creating functional test procedures, perform a test and balance verification, and create a training plan. The professional fee shall be as noted in Attachment D. This service is provided, upon the Client’s request, at the conclusion of the construction period, and shall include integration testing of building information & communications (ICT) systems with external systems (e.g. commercial telecomm services and/or agency owned services).

1.14 **Grants Coordination Assistance:**
The Architect understands that the Client has secured multiple project-specific grants to date. Coordination of the grant stipulations and documentation will be required throughout the design, construction, and building commissioning phases. The Architect and its subconsultants will work directly with the County’s designated Grant Coordinator to assist with this documentation. The professional fee shall be as noted in Attachment D. This service will be included as a part of Phase II basic services.
1.15 **Grants Application:**
The Architect, if so desired by the Client, shall provide grant preparation services. The professional fee(s) shall be established after identification of a potential grant and/or grants, and is noted in Attachment D.

1.16 **Additional Construction Observation Services:**
The Client may elect to have the Architect provide additional on-site construction observation services beyond the bi-weekly standard services noted in this Agreement. Such representation, if desired, will be based upon the selection of an option, as provided for in Attachment D. This service represents additional services, over and above construction observation and/or CMAR coordination, that may be part of other basic or extended optional services.

1.17 **Record/Conformance Drawings:**
It is understood that the documentation of as-built conditions and record/conformance drawings will be prepared and coordinated by the CMAR and reviewed by the Architect and their consultants. The fee for this service will be as noted in Attachment D.

1.18 **Sustainable Design Concept Implementation / FGBC Design:**
In the event the Client desires to pursue Florida Green Building Council (FGBC) certification for this project; the Design Team will be responsible for identifying, documenting, and implementing a variety of sustainable design components for the Client that can be accomplished within the defined project budget. The CMAR will need to contract with an independent Certifying Agent in the event that FGBC certification is desired by the Client. The professional fee shall be negotiated based upon the level of FGBC certification, or the magnitude of the sustainable design concepts that are requested, and shall be as noted as part of the CMAR contract. Any assistance required by the Architect or his consultants, outside of those included as basic Phase II services, shall be outlined in Attachment D.

1.19 **Communications Consultant:**
The Architect shall be responsible for all services related to the coordination of the communications system(s) for this facility including, but not limited to, transfer of existing equipment, selection and bidding of new equipment, itemization of facility services required (such as electrical, mechanical equipment, etc.) and any other criteria relative to the communications systems of this facility. The professional fee for this service is as noted in Attachment D.

1.20 **Audio-Visual Consultant:**
The Architect shall obtain the services of an individual/Firm with expertise in audio-visual systems and, based upon a defined Scope, shall provide the Client with a proposed professional fee, as noted in Attachment D.

1.21 **Computer Cable System Design Coordination:**
The Architect shall meet with the Client’s Project Manager and the Office of Information Technology staff and establish the basic guidelines for a computer cable
system for the facility and shall subsequently prepare a cable plan with appropriate
distribution spaces in the facility. The professional fee shall be as noted in Attachment D.

1.22 **Security Consultant:**
The Architect shall obtain the services of a qualified Security Consultant for services
related to site and building security systems, including C.C.T.V., access/egress
controls, locking devices, and site security systems. The professional fee shall be
established based upon a defined Scope of Services as noted in Attachment D.

1.23 **Acoustical Engineering:**
The Architect shall obtain the services of a qualified Acoustical Engineer for
enhancing performance in acoustically demanding environments related to the
primary large-scale operational spaces. These services include controlling, isolating,
and mitigating structure-borne, equipment-generated, and environmental noise and
vibration, if required. The professional fee shall be established based upon a defined
Scope of Services as noted in Attachment D.

END ATTACHMENT C
ATTACHMENT D – FEE SCHEDULE

Fee Allocation:
The following is the professional fee allocation for the various services defined in Exhibits “A” and “C”.

1. **Phase I Summary:**
   - 1.1 Phase I-A: Detailed Spatial Needs Assessment Update: $24,280.00
   - 1.2 Phase I-B: Site Analysis (3) & Master Planning (1): $26,440.00
   - 1.3 Phase I-B: Site Surveying Allowance: $24,000.00
   - 1.4 Phase I-B: Site Geotechnical Engineering Allowance: $18,000.00
   - 1.5 Phase I-B: Prelim. Site Environmental Assessment Allowance: $14,000.00
   - 1.6 Phase I-C: Conceptual Building Design: $16,080.00
   - 1.7 Phase I-D: Community Outreach Program (3 Presentations): $2,000.00
   - 1.8 Phase I-E: Estimate of Probable Development Costs: $6,000.00
   - 1.9 Phase I-F: Assist County with Selection of CMAR: $5,000.00
   - 1.10 Phase I Subtotal: $135,800.00
   - 1.11 Phase I Reimbursable Expenses: $8,000.00
   - 1.12 Phase I: Total: $143,800.00

2. **Phase II-A: Basic Architectural and Engineering Services:**
The Architectural and Engineering services for the referenced project are based upon a stated total project budget of $TBD, and an estimated construction budget of $TBD. This value will be established during the previous phases submitted to the County for approval and the standard A/E services and fee estimate will be modified accordingly:

   - 2.1 Basis of Fee:
     - Estimated Construction Value of:
       - Central Energy Plant Allowance = TBD
       - Total Estimated Development Cost = TBD
     - Estimated Development Cost (TBD) @ Fee % (TBD): $TBD
   - 2.2 Reimbursable Expenses Allowance: $TBD
   - 2.3 Subtotal: $TBD
3. **Phase II-B: Additional Services:**

Additional Services, consisting of a variety of tasks, are itemized and described in Attachment C of this Agreement. The following is a summary of these services and their related professional fee allocation. Please note that service line items that are listed as required additional services are needed to complete the Project, but fall outside of the “standard A/E services” above.

<table>
<thead>
<tr>
<th>TASK</th>
<th>TOTAL FEE:</th>
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<tbody>
<tr>
<td><strong>Optional Additional Services</strong></td>
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<tr>
<td>3.1 (1.1 Attach. C) Interior Design Services (FF&amp;E Coordination):</td>
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<td>(1.1.1 Attach. C) SF @ $25/SF = $ TBD @ 8% = ..........$</td>
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<td>(1.1.2 Attach. C) .........................................................$</td>
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<td>3.2 On-Site Civil Engineering Allowance .................................................$</td>
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<td>3.3 (1.2 Attach. C) Off-Site Civil Engineering ........................................ $</td>
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<td>3.4 (1.3 Attach. C) Landscape Architectural Services Allowance .................$</td>
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<td>3.5 (1.4 Attach. C) Site and Building Identification/Graphic Design .......$</td>
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<td>3.6 (1.5 Attach. C) Permitting Coordination Services .........................$</td>
<td>TBD</td>
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<td>3.7 (1.6 Attach. C) Facility or Site Renderings (Up to 3) ....................$</td>
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<td>3.8 (1.7 Attach. C) Special Engineering .........................................$</td>
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<td>3.9 (1.8 Attach. C) Extended Construction Observation .................$</td>
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<td>3.10 (1.9 Attach. C) Post Occupancy/Warranty Inspection ..................$</td>
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<td>3.11 (1.10 Attach, C) Community Outreach Programs..........................$</td>
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<td>3.12 (1.11 Attach. C) Site Surveying.........................................$</td>
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<td>3.13 (1.12 Attach. C) Geotechnical Engineering .....................................$</td>
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<td>3.14 (1.13 Attach C) Building Commissioning......................................$</td>
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<td>3.16 (1.15 Attach. C) Grants Application Allowance..........................$</td>
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<td>3.17 (1.16 Attach. C) Additional Construction Observation Services......$</td>
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<td>3.18 (1.17 Attach. C) Record/Conformance As-Designed Drawings.......$</td>
<td>by CMAR</td>
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<td>3.19 (1.18 Attach. C) Sustainable Design Concept Implementation ......$</td>
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<td>3.20 (1.19 Attach. C) Communications Consultant..............................$</td>
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<td>3.21 (1.20 Attach. C) Audio-Visual Consultant ....................................$</td>
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<td>3.23 (1.22 Attach. C) Security Consultant ........................................$</td>
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<td>3.24 (1.23 Attach. C) Acoustical Engineering.....................................$</td>
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<tr>
<td><strong>Subtotal Optional Additional Services:</strong>..............................................$</td>
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4. **Additional Construction Observation Services:**

As noted in Attachment F, if the County has the option of requesting construction observation services that are in addition to those provided under terms of the “standard services”, which consist of on-site meetings twice per month, the following are options for consideration by the County:
**41 Option A: Weekly On-Site Construction Observation Services:**

4.1.1 TBD hrs @ $102.00/hr per month.....$ TBD

4.1.2 Reimbursable Expenses .................$ TBD

4.1.3 Subtotal ..............................................$ TBD

4.1.4 Subtotal: $ TBD @ TBD months.........................................$ TBD

*These are hours in addition to those included under “standard services”.*
ARCHITECTS DESIGN GROUP, INC.
ADDITIONAL SERVICES HOURLY RATES
Effective 04/01/2019 through 03/31/2020

Per hour rates of the Architects, Interior Designers and other personnel are established as follows:

- Principals: $205.00/hr.
- Studio Department Principals/Project Architects: $182.00/hr.
- Associates: $152.00/hr.
- Project Managers: $145.00/hr.
- Designers: $87.00/hr.
- Computer Draftsperson I: $65.00/hr.
- Computer Draftsperson II: $65.00/hr.
- Computer Supervisor: $95.00/hr.
- Threshold Inspector (Certified): $83.00/hr.
- Construction Administrators: $102.00/hr.
- Specification Writer: $98.00/hr.
- Senior Draftsperson: $87.00/hr.
- Draftsperson I: $73.00/hr.
- Draftsperson II: $65.00/hr.
- Accounting Services: $83.00/hr.
- Staff (Word Processor I): $50.00/hr.
- Graphic Designer: $72.00/hr.
- Interior Design Principal: $105.00/hr.
- Interior Design Designer: $77.00/hr.
- Interior Design Specification Writer: $76.00/hr.
- Interior Design Draftsperson I: $66.00/hr.

Note: Any changes in the above noted hourly rates, after March 1, 2020, shall be provided to the Owner thirty (30) days prior to said date.

END ATTACHMENT D
1. **Additional Services:**
The owner reserves the right to authorize additional work on the part of the Architect, or consultants, through the Architects. Said work shall be related to facilities for the County including, but not limited to: feasibility studies, design of new facilities, additions or renovations to existing facilities, master planning and grant applications. These services are to be provided only when authorized in writing by the appropriate authority.

2. **Public Presentations:**
The Architect, if authorized by the Owner, shall participate in a public presentation of the proposed study and shall prepare a presentation for the purposes of assisting the County in the public awareness process.

   2.1 The Architect shall provide the Owner with one (1) set of documents, of said presentation, at no additional cost to the Owner.

   2.2 The Architect shall make presentations to the general public at the fixed fee to be established on a per meeting basis, as indicated in Attachment D. Said presentations shall be attended by up to two (2) members of the Architectural Team.

3. **Phasing of Architects Services:**
The initial phase shall consist of the Spatial Needs, Site Analysis, Master Planning, and Conceptual Design. Phase II shall consist of the design, bidding, pre-construction coordination with the CMAR and construction administration, and observation during the construction phase. Commissioning of the building and post acceptance warranty inspections, if requested, may continue beyond the construction phase.

4. **Delivery of Contract Documents:**
In addition to contract deliverables which are due as required during the course of the project, at the conclusion of the project, the Architect shall deliver all contract documents to the County as Adobe PDF file(s) and/or live Revit file(s).

END ATTACHMENT E
ATTACHMENT F – PROJECT SCHEDULE

Schedule:

1. Pre-Design Planning Phases................................................................. 6-7 Months
   a. Spatial Needs Assessment
   b. Site Analysis and Master Planning
   c. Conceptual Building Design

2. Standard Architectural and Engineering ............................................ TBD
   • Schematic Design
     ● Owner Review & Comment...................... weeks
   • Design Development
     ● Owner Review & Comment...................... weeks
     ● Initial Design Presentation & Review with CMAR ................. weeks
   • 90% Construction Documents
     ● Owner Review & Comment...................... weeks
     ● Final Design Presentation & Review with CMAR ................. weeks
   • Final 100% Construction Documents
     ● Owner Review & Acceptance.................... weeks
     ● CMAR Agreement on Guaranteed Maximum Price (GMP) .......... weeks

3. CMAR Contract Selection & Award and Permitting Services .............. 2-3 Months

4. Construction Services........................................................................... TBD Months

5. Total .................................................................................................... 24 - 30 Months