

INDIAN RIVER COUNTY COURTHOUSE  
RENOVATION PROFESSIONAL  
ARCHITECTURAL AND ENGINEERING  
SERVICES CONSULTANT AGREEMENT

THIS RENOVATION PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES CONSULTANT AGREEMENT, (Agreement) entered into this 1st day of December, 2015 between INDIAN RIVER COUNTY, a Political subdivision of the State of Florida, 1801 27th Street, Vero Beach, FL. 32960, hereinafter referred to as the COUNTY, and PGAL, a Texas corporation, 791 Park of Commerce Blvd. Suite 400, Boca Raton, Florida 33487 hereinafter referred to as the CONSULTANT.

WITNESSETH

The COUNTY and the CONSULTANT, in consideration of their mutual covenants, herein agree with respect to the performance of professional architecture; interior design; electrical, and mechanical engineering; construction budgeting, contract documents, and related services by the CONSULTANT, and the payment for those services by the COUNTY, as set forth below

The CONSULTANT shall provide professional consultant services and related professional advice including: architecture; interior design, technology, fire sprinkler, electrical, and mechanical engineering; construction budgeting, preparation of working drawings, contract documents, cost estimating, and related construction administration services, contract procurement services, heating, air conditioning, alarm, security and related services herein after, CONSULTING SERVICES to the COUNTY for those phases of the project described below as the INDIAN RIVER COUNTY Courthouse Renovations, located at 2000 16th Ave., Vero Beach FL 32960, and the CONSULTANT shall serve as the COUNTY's professional representative for the project as set forth herein, and any related or similar project as the COUNTY may deem necessary; and shall give CONSULTING SERVICES advice to the COUNTY during the performance of the services to be rendered.

SECTION! -DESCRIPTION

Consultant services are required for the preparation of construction plans and CONSULTING SERVICES, for the construction improvements necessary for the renovation of the Indian River County Courthouse. The improvements will include:

Relocation of the Land Records and the Juvenile Department to the first floor Law Library and converting the vacated area on the second floor into a new courtroom, herein after referred to as the PROJECT.

Basic services required of the CONSULTANT are described in Section IV Scope of Services.

## SECTION II- GENERAL RESPONSIBILITIES

- (1) Design services required by the Agreement shall be performed by qualified registered Florida architects, engineers and other design professionals. The contractual obligations of such professional persons or entities are undertaken and performed in the interest of the COUNTY.
- (2) The agreements between the CONSULTANT and the persons or entities identified in this Agreement, and any subsequent modifications, shall be in writing. These agreements, including financial arrangements with respect to this Project, shall be promptly and fully disclosed to the COUNTY upon request
- (3) If the CONSULTANT believes or is advised by other design professionals retained to provide services on the Project that implementation of any instruction received from the COUNTY would cause a violation of any applicable law, the CONSULTANT shall notify the COUNTY in writing. The CONSULTANT shall not be obligated to perform any act which he believes will violate any applicable law.

## SECTION III - COUNTY OBLIGATIONS

The COUNTY agrees to provide the following material, data, or services as required in connection with the work to be performed under this Agreement:

- (1) Provide the CONSULTANT with all available drawings, and other documents in the possession of the COUNTY pertinent to the Project.
- (2) The COUNTY shall make provisions for the CONSULTANT to enter the facility as required for the CONSULTANT to perform his CONSULTING SERVICES.
- (3) The COUNTY will promptly execute all permit application's prepared by CONSULTANT that are necessary to expedite the acquisition of any local, state or federal permits made necessary by the Project.
- (4) The COUNTY designates the Facility Manager or his designee, as Project Manager for the Project.
- (5) The COUNTY shall attend meetings with agencies having jurisdiction and approval authority for this Project, when requested by CONSULTANT
- (6) The COUNTY shall select final colors for the interior and exterior finishes selected by the CONSULTANT

## SECTION IV- SCOPE OF SERVICES

The CONSULTANT agrees to perform professional services in connection with the Project as required and as set forth in the following:

- (1) GENERAL
  - (a) The CONSULTANT will provide CONSULTING SERVICES for the preparation of building construction plans, for an updated opinion of probable cost at the end of the Design Development Phase, field observations and reports, and related

construction administration services, for the interior building improvements necessary for the PROJECT.

(b) The CONSULTANT shall prepare all building architectural and building engineering system designs, including technology, mechanical, fire protection, and electrical systems.

(c) The CONSULTANT shall comply with Indian River County adopted Policy No. AM- 1101.1, which requires that all buildings commenced after July 1, 2008 shall comply with the requirements of s. 255.2575 Florida Statutes. The statute requires that the Project must comply with a sustainable building rating system or a national model green building code.

(d) CONSULTANT will endeavor not to duplicate any previous work done on the Project. After written authorization to proceed, the CONSULTANT shall consult with the COUNTY staff to clarify and define the COUNTY'S requirements for the Project and review all available data, after which, a meeting with the CONSULTANT and County will be held.

(e) The CONSULTANT will attend conferences with the COUNTY and its representatives upon the request of COUNTY.

(f) In order to accomplish the work described under this Agreement in the time frames set forth in this Agreement, the CONSULTANT will maintain an adequate staff of registered Architects, Engineers, technicians, and other employees and consultants on the work at all times.

(g) By executing this Agreement, the CONSULTANT represents to the COUNTY that the CONSULTANT is professionally qualified to act as the architect for the Project and is licensed to practice architecture by all public entities having jurisdiction over the CONSULTANT and the project. The CONSULTANT further represents to the COUNTY that the CONSULTANT will maintain all necessary licenses, permits or other authorizations necessary to act as architect for the Project until CONSULTANT'S remaining duties, hereunder have been satisfied. The CONSULTANT assumes full responsibility and will indemnify the COUNTY for the improper acts and omissions of its consultants or others employed or retained by the CONSULTANT in connection with the Project.

(h) The professional services are to be provided in accordance with the generally accepted professional architectural, engineering, design and surveying practices currently practicing under similar circumstances at the same time and in the same of similar locality.

(i) The Consultant will be responsible for scheduling the design team meetings and coordinating the construction documents generated by its sub-consultants involved in this Project.

(j) Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the COUNTY or the CONSULTANT.

(k) Execution of this Agreement by the CONSULTANT constitutes a representation that the CONSULTANT has become familiar with the Project site and the local conditions under which the Project is to be implemented.

(l) The CONSULTANT shall comply with all federal, state, and local laws applicable to this Project. The CONSULTANT will endeavor to design the Project in such a manner

as to be in conformance with all current applicable federal, state and local laws, including current accessibility guidelines as of the signing of this Agreement.

(m) The CONSULTANT will prepare all necessary sketches to accompany applications for any required federal, state, or local permits.

(n) The CONSULTANT will cooperate fully with the COUNTY in order that all phases of the work may be properly scheduled and coordinated.

(o) The CONSULTANT shall report the status of this Project to the County's Project Manager upon request and hold all drawings, calculations and related work open to the inspection of the Project Manager or his authorized agent at any time, upon reasonable request.

(p) The CONSULTANT, will prepare all permit applications, and will prepare and furnish copies of the drawings, specifications and contract documents, as required for federal, state and local agencies from which approval of the Project must be obtained. All original documents, tracings and the like, including items furnished to the CONSULTANT by the COUNTY pursuant to this Agreement, are and shall remain the property of the COUNTY, and shall be delivered to the COUNTY upon completion of the work.

(q) The drawings prepared by the CONSULTANT will be of sufficient detail to permit the actual location of the proposed building improvements on the ground.

(r) Any additional work required by regulatory agencies pursuant to regulations established after the date of this Agreement shall be an additional service, and the COUNTY shall compensate the CONSULTANT in accordance with SECTION VII Additional Work, of this Agreement and in an approved amendment to this Agreement.

(s) The CONSULTANT agrees that all hiring must follow all applicable labor laws as follows:

1. The CONSULTANT and his sub-consultants shall maintain such insurance as will protect it from claims by employees under the Worker's Compensation Act and from claims by employees for bodily injury or death which may arise from the performance of its services under this Agreement.

2. The CONSULTANT and his sub-consultants will assure compliance with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) as amended, (42 U.S.C. 2000d) and the requirements imposed by the regulations of the Department of Commerce (15 C.P.R. Part 8) issued pursuant to that Title. In accordance therewith no person in the United States shall, on the grounds of race, be subjected to discrimination under any program or activity for which Indian River County receives state financial assistance.

3. The work will be conducted in compliance with the Americans with Disabilities Act of 1990, 42 U.S.C. 12101 ET. Seq. and the Regulations adopted pursuant to that act, to the extent required by the law.

4. In accordance with Florida Statutes, the COUNTY encourages the CONSULTANT to the greatest extent possible, to give consideration to increasing the number of contractors/vendors that are minority businesses.

(2) CONSULTANTS SCOPE OF WORK AND PRODUCT DELIVERABLES

(a) PHASE 1 - CONSULTANT PROGRAMMING/SCHEMATIC PHASE:

1. The CONSULTANT shall coordinate with their design team and the COUNTY'S Project Manager.
2. The CONSULTANT shall implement a space-allocation and building design program. The program is designed to optimize space and efficiency and comfort for the user. A Program Committee shall be formed and the committee will be chaired by the CONSULTANT, and will include representatives of INDIAN RIVER COUNTY and key sub-contracted consultants. The program implementation will include researching the project type, establishing goals and objectives, gathering relevant information, identify strategies, determine quantitative requirements, and summarizing the program.
3. The CONSULTANT shall prepare a written narrative to validate the program.
4. The CONSULTANT shall prepare schematic level floorplans.

(b) PHASE 2 - DESIGN DEVELOPMENT PHASE:

1. CONSULTANT shall prepare Design Development Documents consisting of design development drawings, outline specifications and other documents sufficient to establish the size, quality and character of the project development, including the architectural, interior design, technology, mechanical and electrical systems, and other such elements of the project as may be appropriate. Drawings shall be a refinement of the schematic drawings, and shall further define the project scope, relationships, forms, size and appearance. Drawings and specifications shall include:
  - (i) Building Plans, sections, elevations, typical construction details, equipment lay-out.
  - (iii) Specifications: identify major materials, systems and quality levels.
2. The CONSULTANT shall prepare an updated detailed building construction plan based on the preliminary Design Development Documents, and reconcile design with the Project budget.

(c) PHASE 3- 50% CONSTRUCTION DOCUMENTS

1. The CONSULTANT will perform all necessary CONSULTING SERVICES and incidental work for the interior renovations. Based on the design development documents, 50% construction document plans and technical specifications shall be prepared, establishing in detail the material and systems required for the Project, including the incorporation of energy efficient, sustainable building and site design principles and systems required by FS §255.2575. The Program Committee will meet and review plans to insure they meet the needs of the COUNTY.

(d) PHASE 4-100% CONSTRUCTION DOCUMENTS

1. The CONSULTANT will further develop the 50% construction documents for permitting and bidding purposes.

2. The CONSULTANT shall Design and prepare a complete set of construction plans for the building suitable for obtaining County Site Plan Approval, Building Permits, and Health Department permits. and other permits required for the work. The design shall be in accordance with the 2014 Florida Building Code and current Life Safety Code. These plans shall include:

- (i) Architectural
- (ii) Mechanical
- (iii) Electrical
- (iv) Fire protection systems
- (v) Security systems
- (vi) Information technology systems
  - a. Security requirements and coordination
  - b. Voice and data systems
- (vii) Energy Code Calculations/ modeling per Florida Building Code (F.B.C.).

(e) PHASE 5-BIDDING AND PERMIT

1. In general, the CONSULTANT will assist the COUNTY with bid procurement including assistance in the preparation of procurement documents and information for General Contractor hard bid delivery system.

Services may include:

- (i) Description of time, place and conditions of bidding and construction.
  - (ii) Bidding and Proposal forms
  - (iii) Form of Agreement - between owner and contractor.
  - (iv) Conditions of the Contract -standard, supplementary, and other special conditions.
2. The CONSULTANT will assist the COUNTY with Construction Procurement services, including:
- (i) Prepare and provide bid sets for general contractor use in securing bids.
  - (ii) Coordinate and attend meetings and negotiations with the perspective Contractors and sub-contractors. Respond to Requests for Information (RFI)'s sent by bidders, and prepare Addendums and plan modifications, if necessary.
  - (iii) Bid validation.
  - (iv) Prepare Notice of Award and assist IRC in finalizing construction contract.
3. Building permits: Assist contractor with the building permit review process. Provide plans, specifications and supporting documentation. Prepare response to

building official review and necessary plan modifications. (Note: This is completed before bidding and construction contract award.)

(f) PHASE 6 - CONSTRUCTION PHASE:

1. The CONSULTANT shall assist the COUNTY with the Contract Administration including: attend progress meetings, review shop drawings and contractors submittals, and provide routine site observations to verify the work is proceeding in accordance with the plans and specifications for the purposes of certification upon completion of the work. Observations shall be documented with written reports and digital photographs. The CONSULTANT will coordinate the responsibility for document review, meeting attendance, and observations with architect and other consultants. The construction period is estimated to be ten (10) to twelve (12) months, Construction Administration and observation fees have been estimated by the CONSULTANT based on this time frame, and the tasks and frequency of services listed below. Anticipated tasks and services include:

- (i) Building:
  - a. Coordinate and attend pre-construction meetings. (2)
  - b. Attend progress meeting with contractor (1 /wk.)
  - c. Review shop drawings (1 submittal)
  - d. Review contractors pay requests (1 / month)
  - e. Periodic observations of the bldg. construction (1+-1 wk.)
  - f. Observations from M.E.P. (spell out MEP) Consultants as needed
  - g. Substantial completion observations punch list (1)
  - h. Final observation / final completion determination (1)
- (ii) Changes to Work: Oversee changes to work, field directives, and minor plan changes, administer construction change orders.

SECTION V - TIME FOR COMPLETION

- (1) The time for completion of each project phase shall be as follows:
  - (a) Agreement between the CONSULTANT and the COUNTY- 30 days
  - (b) Phase One -Programming, Schematic Design Phase- 45 days
  - (c) Phase Two -Design Development Phase- 45 days
  - (d) Phase Three -50% Construction Documents- 45 days
  - (e) Phase Four- 100% Construction Documents -45 days
  - (f) Phase Five- Bidding and Permit- 60 days
  - (g) Phase Six- Construction Administration- ten (10) to twelve (12) months
  - (h) Occupy Facility-  
TBD
- (2) Commencement dates shall be established in a "Notice to Proceed" from the COUNTY for each phase.

SECTION VI - COMPENSATION

(1) Compensation: The COUNTY agrees to pay and the CONSULTANT agrees to accept for CONSULTING SERVICES rendered pursuant to this Agreement, fees in accordance with the following:

Total design services including all deliverables shown in "Exhibit A".

**Total Lump Sum - \$157,450**

(2) Payment Schedule

(a) The COUNTY shall make monthly partial payments to the CONSULTANT. Payments shall be, proportion to the percentage of work completed for each Phase of work provided, and payments shall also include all reimbursable costs for the billing period. Retainage may be withheld in accordance with "Section IX -Partial Payments" .4

(b) The value of each Phase of the CONSULTANTS work and product deliverables shall be in accordance with the following schedule.

Phase 1-Programming/Schematic:	\$ 4,724
Phase 2- Design Development	\$31,490
Phase 3- 50% Construction Documents:	\$31,490
Phase 4- 100% Construction Documents:	\$31,490
Phase 5 -Bidding and Permit:	\$11,021
Phase 6- Construction Observation:	\$47,235
<b>TOTAL</b>	<b>\$157,450</b>

(c) The payments shall be due in accordance with F.S. 218, Local Government Prompt Payment Act.

SECTION VII - ADDITIONAL WORK

(1) In the event changes are requested by the COUNTY to the contract plans after said plans have been approved and accepted by the COUNTY and upon the issuance of an amendment to this Agreement for said additional work by the COUNTY, said additional work may commence upon receipt of a Notice to Proceed.

(2) Compensation for Additional Work shall be at a price to be negotiated between the CONSULTANT and the COUNTY, based on the CONSULTANT'S approved hourly rate schedule shown below.

Principal	\$200
Project Manager	\$195
Project Designer/Project Architect	\$185



Assistant Architect	\$110
Interior Designer	\$150
Technical / CADD Drafting	\$ 85
Administration	\$ 80

#### SECTION VIII - EXTRA WORK

- (1) In the event extra work is necessary by the CONSULTANT due to a change in scope of the project, and upon the issuance of an amendment to this Agreement for said Extra Work by the COUNTY, said Extra Work may commence upon receipt of a Notice to Proceed.
- (2) Compensation for Extra Work shall be at a price to be negotiated between the CONSULTANT and the COUNTY, based on the CONSULTANT'S approved hourly rate schedule.

#### SECTION IX- PARTIAL PAYMENTS

- (1) The COUNTY shall make monthly partial payments to the CONSULTANT.
- (2) The CONSULTANT shall submit duly certified invoices to the COUNTY'S Project Manager.
- (3) The COUNTY shall withhold from each progress payment made to the CONSULTANT an amount not exceeding 10 percent of the payment as Retainage until 50-percent completion of the contracted design services.
- (4) After 50-percent completion of the design services purchased pursuant to the Agreement, the COUNTY shall reduce to 5 percent the amount of Retainage withheld from each subsequent progress payment made to the CONSULTANT.
- (5) Final payment and release of 5 percent retainage shall be made when CONSULTANT has, in the COUNTY'S opinion, successfully completed all aspects included in this Agreement (and any amendments) and has submitted complete and legally effective releases or waivers (satisfactory to OWNER) of all Lien rights arising out of or Liens filed in connection with the Work.

#### SECTION X -RIGHT OF DECISIONS

- (1) All services shall be performed by the CONSULTANT to the satisfaction: of the COUNTY'S Project Manager, who shall decide all questions, difficulties, and disputes of whatever nature which may arise under or by reason of this Agreement and according to the prosecution and fulfillment of the service hereunder, and the character, quality, amount and value thereof, and the Project Manager's decision upon all claims questions and disputes shall be final conclusive and binding upon the parties hereto unless such determination is clearly arbitrary or unreasonable.
- (2) Adjustments of compensation and time because of any major changes in the work that might become necessary or be deemed desirable as the work progresses shall be reviewed by the COUNTY'S Project Manager. In the event that the CONSULTANT does not concur in the judgment of the COUNTY'S Project Manager as to any decisions made

by him, he shall present his written objections to the County Administrator; and the COUNTY'S Project Manager and the CONSULTANT shall abide by the decision of the County Administrator of Indian River County, unless the decision is clearly arbitrary or unreasonable. The CONSULTANT may appeal the decision to the Board of County Commissioners.

## SECTION XI - OWNERSHIP AND REUSE OF DOCUMENTS

### (1) Ownership

All reports, tracings, plans, specifications, contract documents, and other data developed by the CONSULTANT for the purpose of this Agreement shall become the property of the COUNTY and shall be made available by the CONSULTANT at any time upon request of the COUNTY. When all work contemplated under this Agreement is complete, all of the above data shall be delivered to the Director of the Public Works Department.

### (2) Reuse of Documents

All documents, including but not limited to drawings and specifications, prepared by the CONSULTANT pursuant to this Agreement are related exclusively to the services described herein. They are not intended or represented to be suitable for reuse by the COUNTY or others on extensions of this project or on any other project. Any such utilization or adaptation will entitle the CONSULTANT to further compensation at rates to be agreed upon by the COUNTY and the CONSULTANT. The CONSULTANT shall not be held liable for any reuse of the documents and shall not be held liable for any modifications made to the documents by others.

## SECTION XII -NOTICES

Any notices, reports or other written communications from the CONSULTANT to the COUNTY shall be considered delivered when posted by certified mail or delivered in person to the COUNTY'S project manager. Any notices, reports or other communications from the COUNTY to the CONSULTANT shall be considered delivered when posted by certified mail to the CONSULTANT at the last address left on file with the COUNTY or delivered in person to said CONSULTANT or his authorized representative. Such in person deliveries shall be evidenced by signed receipts.

## SECTION XIII - TERMINATION

The obligation to provide further services under this Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party or if the COUNTY determines it not in the public interest to continue this Agreement. In the event of any terminations, the CONSULTANT will be paid for all services rendered to the date of termination, all expenses subject to reimbursement hereunder, and other reasonable expenses incurred by the CONSULTANT as a result of such termination. The CONSULTANT will deliver to the COUNTY all work performed prior to termination of the Agreement.

#### SECTION XIV - AUDITS

The COUNTY reserves the right to audit the records of the CONSULTANT related to this Agreement at any time during the execution of the work included herein and for a period of one year after final payment is made.

#### SECTION XV - SUBLETTING

The CONSULTANT shall not sublet, assign, or transfer any work under this Agreement without the written consent of the COUNTY. When applicable and upon receipt of such consent in writing, the CONSULTANT shall cause the names of the architectural firm or engineering firms, responsible for the major portions of each separate specialty of the work to be inserted on reports or other data.

It is anticipated that the CONSULTANT shall sub-contract the following portions of the work:

-Architecture:

-Mechanical, Electrical, Plumbing, and Fire Protection Engineers:

-Acoustical Engineers:

#### SECTION XVI-WARRANTY

The CONSULTANT warrants that he has not employed or retained any company or person other than bona fide employees working solely for the CONSULTANT to solicit or secure this Agreement and that he has not paid or agreed to pay any company or person other than a bona fide employee working solely for the DESIGNER any fee, commission, percentage fee, gifts or any other considerations, contingent upon or resulting from the award or making of this Agreement. For breach violation of this warranty, the COUNTY shall have the right to annul this Agreement without liability.

#### SECTION XVII - DURATION OF AGREEMENT

This Agreement shall remain in full force and effect for a period of two (2) years after the date of execution thereof or until completion-of all project phases as specified by the COUNTY'S Project Manager, whichever occurs later, or unless otherwise terminated pursuant to Section XIII of this Agreement.

#### SECTION XVIII- INSURANCE AND INDEMNIFICATION

During the performance of the work covered by this Agreement, the CONSULTANT shall provide the COUNTY with evidence that the CONSULTANT has obtained and maintains the insurance listed in the Agreement.

(1) CONSULTANT shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, his agents, representatives, employees or sub-consultants. The cost of such insurance shall be included in the CONSULTANT's Basic Compensation. Architects and Engineers under subcontract with the CONSULTANT

shall have their own Professional Liability Insurance.

(2) Minimum Scope of Insurance

(a) Worker's Compensation as required by the State of Florida. Employers Liability of \$100,000 each accident, \$500,000 disease policy limit, and \$100,000 disease each employee.

(b) General Liability \$1,000,000 combined single limit per accident for bodily injury and property damage. COUNTY shall be an additional insured. Auto Liability \$1,000,000 combined single limit per accident for bodily injury and property damage for owned and non-owned vehicles. COUNTY shall be an additional insured.

(c) Auto Liability \$1,000,000 combined single limit per accident for bodily injury and property damage for owned and non-owned vehicles. COUNTY shall be an additional insured.

(d) Professional Liability Insurance providing coverage for negligent acts, errors, or omissions committed or alleged to have been committed by CONSULTANT with a limit of \$500,000 per claim/annual aggregate. There shall be no more than \$200,000 deductible per claim amount unless the CONSULTANT provides a Certified Copy of a financial report which has been approved by the County Risk Manager. This insurance shall extend coverage to loss of interest, earning, profit, use and business interruption, cost of replacement power, and other special, indirect and consequential damages.

(3) Any deductibles or self-insured retentions greater than \$200,000 must be Approved by the Risk Manager for Indian River County with the ultimate responsibility for same going to the CONSULTANT.

(4) CONSULTANT'S insurance coverage shall be primary.

(5) All above insurance policies shall be placed with insurers with a Best's rating of no less than A. The insurer chosen shall also be licensed to do business in Florida.

(6) The insurance policies procured shall be "Claims Made" policies or as generally available on the open insurance market.

(7) The Insurance Carriers shall supply Certificates of Insurance evidencing such coverage to the Indian River County Risk Management Department prior to the execution of this Agreement.

(8) The insurance companies selected shall send written verification to the Indian River County Risk Management Department that they will provide 30 days written notice to the Indian River County Department of Risk Management of its intent to cancel or terminate said policies of insurance.

(9) CONSULTANT shall include all sub-consultants as insured under its policies or shall furnish separate certificates and endorsements for each sub-consultant. All coverages for sub-consultants shall be subject to all of the requirements stated herein.

(10) CONSULTANT hereby agrees to indemnify Indian River County and Representatives thereof from all claims arising solely from negligent acts, errors or omissions of the CONSULTANT or CONSULTANT'S REPRESENTATIVES in the performance of Professional Services under this Agreement and for which CONSULTANT is legally liable.

SECTION XIX - ENTIRETY OF AGREEMENT

A. This writing embodies the entire Agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.

B. No alteration, change, or modification of the terms of this Agreement shall be valid unless made in writing and signed by both parties hereto.

C. This Agreement, regardless of where executed, shall be governed by and construed in accordance with the laws of the State of Florida.

D. The Request for Qualifications No. 2015-2015028 dated April 21, 2015 and CONSULTANT'S responses thereto dated October 15, 2015 are hereby incorporated by reference and shall be considered part of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed these presents this of.

CONSULTANT COMPANY NAME:  
PGAL

[Signature]  
Printed name: IAN A. NESTLER  
Title: PRINCIPAL

Date: 11/9/15

Approved as to form and legal  
Sufficiency:

[Signature]  
William K. DeBraal  
Deputy County Attorney

OWNER:  
BOARD OF COUNTY COMMISSIONERS  
INDIAN RIVER COUNTY, FLORIDA

[Signature]  
Bob Solari, Chairman

Date Approved by BCC: December 1, 2015



Attest: [Signature] K. Smith  
Clerk of Circuit Court and Comptroller

By [Signature]  
Leona Allen  
Deputy Clerk

Approved:

[Signature]  
Joseph A. Baird  
County Administrator

**Deliverables- Included in Basic Services (Exhibit "A")**

<b>PHASE</b>	<b>ITEM</b>	<b>QUANTITY</b>	<b>NOTES</b>
<b>Programming / Schematic Design</b>	Drawings	7 Sets	Full or half-size per IRC direction
	Narrative	7 Sets	
	Prelim Materials	As Needed	
	Mileage/Travel	As Needed	
	Deliveries	As Needed	
<b>Design Development</b>	Drawings	7 Sets	Full or half-size per IRC direction
	Outline specs	7 Sets	
	Color Boards	2 Sets	
	Mileage/Travel	As Needed	
	Deliveries	As Needed	
<b>Construction Documents (50% and 100% Combined)</b>	Drawings	7 Sets	Full or half-size per IRC direction
	Final Specs	7 Sets	
	S/S Drawings	3 Sets	Full-size signed and sealed Signed and sealed
	S/S Specs	3 Sets	
	Mileage/Travel	As Needed	
	Deliveries	As Needed	
<b>GMP / Bidding / Permit</b>	Mileage/Travel	As Needed	
	Deliveries	As Needed	
<b>Construction Administration</b>	Misc. Printing	As	
	Mileage/Travel	Needed As	
	Deliveries	Needed	
<b>Post Occupancy</b>	Misc. Printing	As Needed	
	Mileage/Travel	As Needed	
	Deliveries	As Needed	

**Notes**