

EXHIBIT B

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 6/5/2003

Contract/Lease Control #:

CONTRACT # C03-0949-BCC
HLM DESIGN-HEERY INTERNATIONAL
GOVERNMENTAL/JUDICIAL CENTER DESIGN
& ARCHITECT SERVICES
EXPIRES: INDEFINITE

Bid #: BCC 2-02

Contract/Lease Type: AGREEMENT

Award To/Lessee: HLM DESIGN USA

Lessor:

Effective Date: 6/4/2003

Term: EXPIRES ~~7/1/2005~~ ^{fi} ~~7/1/2006~~ ~~7/1/2007~~ Indefinite (until construction is complete)

Description of Contract/Lease: DESIGN SHALIMAR GOVERNMENTAL CENTER

Department Manager: BCC

Department Monitor: JIM CURRY

Monitor's Telephone #: 689-5007

Monitor's FAX #: 689-5025

Date Closed:



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

DATE (MM/DD/YYYY)
09/24/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER WILLIS OF TENNESSEE, INC. NASHVILLE OFFICE P. O. BOX 305025 26 CENTURY BLVD. NASHVILLE, TN 37230-5025	CONTACT NAME:		
	PHONE (A/C, NO. EXT): 877-945-7378	FAX (A/C, NO.): 888-467-2378	
INSURED Heery International, Inc 999 Peachtree Street NE Atlanta, GA 30309	E-MAIL ADDRESS: certificates@willis.com		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Zurich American Insurance Company		16535-005
	INSURER B: Steadfast Insurance Company		26387-002
	INSURER C:		
	INSURER D:		
INSURER E:			
INSURER F:			

COVERAGES**CERTIFICATE NUMBER:** 23624633**REVISION NUMBER:**

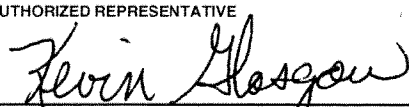
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS								
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			GLO 1010713-00	10/1/2015	10/1/2016	EACH OCCURRENCE	\$ 2,000,000							
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000							
							MED EXP (Any one person)	\$ 10,000							
							PERSONAL & ADV INJURY	\$ 2,000,000							
							GENERAL AGGREGATE	\$ 4,000,000							
							PRODUCTS - COMP/OP AGG	\$ 4,000,000							
								\$							
							AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS							COMBINED SINGLE LIMIT (Ea accident)	\$
														BODILY INJURY (Per person)	\$
														BODILY INJURY (Per accident)	\$
PROPERTY DAMAGE (Per accident)	\$														
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$							EACH OCCURRENCE	\$						
								AGGREGATE	\$						
									\$						
									\$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A					PER STATUTE	OTH-ER						
								E.L. EACH ACCIDENT	\$						
								E.L. DISEASE - EA EMPLOYEE	\$						
								E.L. DISEASE - POLICY LIMIT	\$						
									\$						
B	Professional Liab. Limits - Cov A, B Aggregate Cov A and B			EOC 2728127-19	10/1/2015	10/1/2016	\$40,000,000 each claim \$40,000,000 Aggregate								

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

A/E SERVICES FOR REMODEL OF NEW ADMINISTRATION, NEW JUDICIAL AND OLD ANNEX AT THE SHALIMAR GOVERNMENTAL COMPLEX PROJ #3007900

03
C-0949-BCC**CERTIFICATE HOLDER****CANCELLATION**

OKALOOSA COUNTY BOARD OF COMMISSIONERS OKALOOSA COUNTY COURTHOUSE 101 EAST JAMES LEE BLVD CRESTVIEW, FL 32536	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

Coll:4771443 Tpl:1991697 Cert:23624633 © 1988-2014 ACORD CORPORATION. All rights reserved.

EXHIBIT B

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 6/5/2003

Contract/Lease Control #: C03-0949-BCC4-55

Bid #: BCC 2-02

Contract/Lease Type: AGREEMENT

Award To/Lessee: HLM DESIGN USA

Lessor:

Effective Date: 6/4/2003

Term: EXPIRES 7/1/2005 ^{7/1/2006} 7/1/2007

Description of Contract/Lease: DESIGN SHALIMAR GOVERNMENTAL CENTER

Department Manager: BCC

Department Monitor: JIM CURRY

Monitor's Telephone #: 689-5007

Monitor's FAX #: 689-5025

Date Closed:

Beit
DESIGN AGENT SELECTED BY THE BCC TO BUILD THE NEW COURTHOUSE ANNEX. THEY WILL DESIGN WHEN APPROVAL GIVEN FOR THE FAIRGROUND PROPERTY IN FWB. THERE HAVE BEEN NUMEROUS DELAYS, LATEST BEING FUNDING CUTS OR POSSIBILITY OF BY THE STATE GOVT IN REGARD TO PROPERTY TAX. CONTRACT EXTENDED YEAR BY YEAR, ON OCCASION THE BCC AND/OR MR. CURRY WILL APPROVE A TASK ORDER FOR THEM AS YOURRECORD SHOULD INDICATE.

pp
6/8/07

**BOARD OF COUNTY COMMISSIONERS
AGENDA REQUEST**

DATE: November 5, 2002

TO: Honorable Chairman & Members of the Board

FROM: Richard Brannon, Purchasing Department

SUBJECT: Architect & Engineering Services for the
Governmental/Judicial Center

DISTRICT: All

REQUESTING DEPARTMENT: Purchasing

STATEMENT OF ISSUE: Selection of an architect and engineering firm for design of the Shalimar Governmental/Judicial Center.

BACKGROUND: The Board approved moving forward with the Shalimar Governmental/Judicial Center on September 24, 2002. The Board-approved selection committee met October 5, 2002, heard presentations from the five (5) short-listed firms and ranked them as follows:

1. HLM Design (Orlando)
2. HDR
3. Destin Architect Group
4. J E Jacobs
5. Bargainier Davis Sims

OPTIONS: Approve or Reject

RECOMMENDATION: The review committee recommends the Board approve the ranking and authorize staff to enter into negotiations with the number 1 ranked firm (following standard procedures).

RECOMMENDED BY:

Purchasing Director

REVIEWED BY:

Administrative Services Director

APPROVED BY:

County Manager

COMMITTEE MEMBERS (APPROVED BY THE BOARD ON SEPTEMBER 18, 2001)

**Shirley Ransom, Commissioner
Richard Brannon, Purchasing Director
Danielle Slaterpryce, Public Works Director
Don Howard, Deputy Clerk of Court
Pat Hollarn, Supervisor of Elections
Janet Fugate, Tax Collector's Office
Beth Blankenship, Court Administration**

**One Hundred and Fifty-Two (152) notices were mailed.
Sixteen (16) proposals were received.
The top five (5) were selected (December 10, 2001).**

ORIGINAL

BOARD OF COUNTY COMMISSIONERS
AGENDA REQUEST

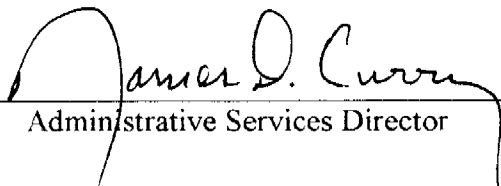
DATE: April 6, 2004
TO: Honorable Board of County Commissioners
FROM: James D. Curry, Administrative Services Director
SUBJECT: Final Payment to HLM Design
DISTRICT: All

STATEMENT OF ISSUE: The Board is requested to approve a final payment in the amount of \$21,822.67 to HLM Design for work completed in Phase 1 (Pre-design) of the Judicial/Governmental Center project.

BACKGROUND: In April 2003, the Board approved the selection of HLM Design to provide the Pre-design and Design phases of the proposed Judicial/Governmental Center and a contract was entered into on June 4, 2003 for Phase 1, "Pre-Design Services" and Phase 2, "Construction Design Services." Phase 1 of this project has been completed and the Board briefed, and during regular session, February 17, 2004, the Board authorized HLM to proceed to Phase 2 of this project.

RECOMMENDATION: Approve the final payment of \$21,822.67 to HLM Design for work completed in Phase 1 as documented by the enclosed invoices.

RECOMMENDED BY:


Administrative Services Director

APPROVED BY:

County Manager



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

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	PHONE (A/C, NO. EXT): 877-945-7378	FAX (A/C, NO.): 888-467-2378	
INSURED Heery International, Inc 999 Peachtree Street NE Atlanta, GA 30309	E-MAIL ADDRESS: certificates@willis.com		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Zurich American Insurance Company		16535-005
	INSURER B: Steadfast Insurance Company		26387-002
	INSURER C:		
	INSURER D:		
INSURER E:			
INSURER F:			

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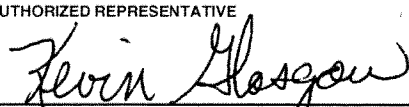
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	AUTHORIZED REPRESENTATIVE 

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CLOSED

Date Closed: 4/08/04

VENDOR: 20302607 HLM DESIGN INC

Dept.	Account	PO #	Invoice #	Amount	Description
3110	562130		064508/FINAL	21,822.67	JUDICIAL/GOV CTR PH
3110	562130		064509	81,696.16	JUDICIAL/GOV CENTER

ABCD E
BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY
CRESTVIEW, FL 32536
Sales Tax Exempt
56-02-018639-53C

SunTrust Bank
SunTrust of N.W. Florida
FORT WALTON BEACH, FL

DATE	CHECK #
04/08/04	20407177

63-4
630

AMOUNT
*\$103,518.83

20302607

...../103518ID

■ ONE HUNDRED THREE THOUSAND FIVE HUNDRED EIGHTEEN DOLLARS AND EIGHTY-THREE CENTS *****
DISBURSEMENT ACCOUNT
VOID IF NOT CASHED WITHIN 90 DAYS
PAY **HLM DESIGN INC**
TO THE P O BOX 798153
ORDER ST LOUIS MO 63179-8000
OF

NON-NEGOTIABLE

C20407177C B063206090B0458210003832C

ABCD E
BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY
CRESTVIEW, FL 32536

HLM DESIGN INC
P O BOX 798153
ST LOUIS MO 63179-8000

Display Expenditure Status



DISPLAY EXPENDITURE STATUS

04/08/2004 ENTERED 7/04

FUND	301	CAPITAL PROJECTS FUN
DEPARTMENT	3110	CAPITAL OUTLAY PROJE
ACCOUNT	562130	JUDICIAL/GOVT CENTER
PROJECT		
PROJECT ACCT		
CASH ACCOUNT	1011001	Cash-Disbursement
VENDOR	20302607	HLM DESIGN INC
RECEIVABLE ACCT		
DISBURSE FUND	820	DISBURSEMENT FUND
ENCUMBRANCE	0	
J E NUMBER		
INVOICE/RECEIPT	064508/FINAL	
AMOUNT	21822.67	
SALES/USE TAX	0.00	0.00
DESCRIPTION	JUDICIAL/GOV CTR PH 1	
ENTERED BY	annk	
WARRANT NO		

YEAR	04
PERIOD	7
TRANS CODE	21
TRANS DATE	04/08/04
DATE ENTERED	04/08/04
DUE DATE	04/08/04
INVOICE DATE	02/13/04
DISCOUNT AMT	0.00
CHECK NUMBER	20407177
CHECK DATE	04/08/04
PARTIAL/FINAL	
1099	N
CLEARED	
VOID	
CONTROL NO	040804A2
BANK CODE	
NOTES	N

CLICK 'OK' TO CONTINUE

OK

Return

Notes...

F8

Exit

**Contracts & Grants
Clerk of the Court
Shalimar Annex- Suite C112**

Memo

To: Wanda Glass

From: Brenda L. Bailey

Date: 3/29/2004

Re: Final Contract Payment – BCC Agenda Request for April 6, 2004

Enclosed is the final contract payment to HLM Design (Phase I), plus the required ten copies. Please include this item for approval on the BCC's April 6th agenda.

Thanks.

CONTRACT CLOSE-OUT CHECKLIST
(To Be Prepared by the Contracts and Lease Coordinator)

DATE: 3/26/2004

TO: **Contracts and Grants Manager, Finance Department**

SUBJECT: **Contract No. C03-0949-BCC2-55**

MANAGING DEPARTMENT: ADMINISTRATIVE SERVICES

CONTRACTOR'S NAME: HLM DESIGN

PROJECT TITLE: JUDICIAL/GOVERNMENT CENTER PHASE I

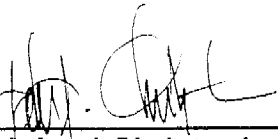
The attached has met the final payment contract requirement in subject contract.

	Yes	No
1. Final Invoice	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Completed Final Contract Form	<input checked="" type="checkbox"/>	<input type="checkbox"/>

	Yes	No	N/A
3. Close-Out Documents			
a. Signed Release of Lien	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Proof of Completion Advertisement	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Certificate of Insurance	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. Consent of Surety to Final Payment	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e. Proof of Performance/Payment Bond	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Continuation 12 Months Following Final Payment			

	Yes	No
4. Agenda Request	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Remarks		

REVIEWED CONTRACT FOR FINAL PAYMENT CONTRACT COMPLIANCE.
ALL REQUIREMENTS HVE BEEN MET. FORWARDED TO FINANCE
3/29/2004.



John J Christopher

3/26/04

DATE

**PAYMENT APPROVAL FORM
FOR CONTRACT PROGRESS PAYMENT**

DATE: March 25, 2004

TO: Finance Department - Accounts Payable
Clerk of the Circuit Court

FROM: Chris Holley, County Manager

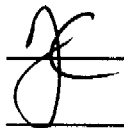
SUBJECT: Payment Approval

The attached document is approved for payment for the amount indicated upon securing all approvals noted as items 7 through 11.

Contract/Agreement No.: C03-0949-BCC-55

1. Vendor Name: HLM Design
2. Invoice Date: February 13, 2004
3. Invoice Number: 064508
4. Invoice Amount: \$21,822.67
5. Budget Account Number: 3110-562130
6. Project Title: Judicial/Governmental Center
7. Funds Available: ☒ Yes ☐ No (If no, explain under remarks.)

ROUTING and APPROVALS: Please initial, date and forward to the next person on the list.

	INITIALS	DATE APPROVED
8. Engineer/Architect:	_____	_____
9. Project Manager:	_____	_____
10. Department Director:	 _____	March 25, 2004
11. Purchasing Director (Final Payments)	_____	_____
12. Contracts Manager:	_____	_____
13. County Manager:	_____	_____

REMARKS:

THIS IS A FINAL PAYMENT FOR PHASE 1 OF THE CONTRACT ONLY. PHASE 2 IS CURRENTLY ONGOING.

INVOICE FOR ARCHITECTURAL SERVICES

February 13, 2004
 Invoice No. 064508
 Project No. 03-0079.00



Okaloosa County Courthouse
 Attn: Jim Curry
 Okaloosa County Administrative Services Director
 101 East James Lee Boulevard
 Crestview, FL 32536

For: Okaloosa County Government Center
 Contract No.: C03-0949-BCC2-55

Professional Services for Period Ending February 15, 2004

Fee: \$ 3,341,800.00

Phase	% of Fee	Fee	% Complete	Fee Earned	Previously Invoiced	Current Fee Billing
Phase 1						
Pre-Design	10.44%	\$ 349,000.00	100.00%	\$ 349,000.00	\$ 331,550.00	\$ 17,450.00
Additional Service #1	0.08%	\$ 2,800.00	100.00%	\$ 2,800.00	\$ -	\$ 2,800.00
Phase 2						
	Total Fee	\$ 2,990,000.00				
Schematic Design	10.47%	\$ 350,000.00	0.00%	\$ -	\$ -	\$ -
Design Development	22.44%	\$ 750,000.00	0.00%	\$ -	\$ -	\$ -
Construction Documents	31.42%	\$ 1,050,000.00	0.00%	\$ -	\$ -	\$ -
Bidding/Negotiation	2.69%	\$ 90,000.00	0.00%	\$ -	\$ -	\$ -
Construction Administration	22.44%	\$ 750,000.00	0.00%	\$ -	\$ -	\$ -
Grand Totals Phase 1 & 2		\$ 3,339,000.00	10.54%	\$ 351,800.00	\$ 331,550.00	\$ 20,250.00

Total Earned \$ 351,800.00
 Previous Fee Billing 331,550.00

Current Fee Billing \$ 20,250.00

Reimbursable Expenses

Reproductions	56.70
Other Reimbursables	82.50
Travel	990.70
Meals	107.07
Consultant Expenses	335.70

Total Reimbursables \$ 1,572.67

Total This Invoice \$ 21,822.67

Cumulative Billings

	Current	Prior PDS	To-Date
Fee	20,250.00	331,550.00	351,800.00
Expenses	1,572.67	11,001.75	12,574.42
Totals	21,822.67	342,551.75	364,374.42

Please remit to:

U.S. Mail:
 HLM Design, Inc. - C2
 P.O. Box 798153
 St. Louis, MO. 63179-8000
 407.422.7061
 407.422.7066 fax

Overnight Payments:
 HLM Design, Inc.
 c/o UMB Bank
 2 South Broadway
 St. Louis, MO. 63102

Payment is due within thirty (30) days of invoice date or in accordance with contract terms.

HLM Design - Orlando
 Project Usage Report
 For period : 11/21/2003 to 12/18/2003



Project: 030079.00 OKALOOSA COUNTY GOVT CTR

Date	Item No.	Description	Order No.	Origs.	Width	Length	Total Units	Unit Cost	Total Cost
11/24/2003	70185	IH PHOTOCOPIES	10166377155	1	0.00	0.00	1.00	0.150	0.15
11/24/2003	70185	IH PHOTOCOPIES	8200746193	2	0.00	0.00	2.00	0.150	0.30
11/24/2003	70185	IH PHOTOCOPIES	81646279246	3	0.00	0.00	3.00	0.150	0.45
11/24/2003	70185	IH PHOTOCOPIES	86701652338	1	0.00	0.00	1.00	0.150	0.15
11/24/2003	70185	IH PHOTOCOPIES	89463252644	3	0.00	0.00	3.00	0.150	0.45
12/1/2003	70185	IH PHOTOCOPIES	49142908934	2	0.00	0.00	2.00	0.150	0.30
12/1/2003	70185	IH PHOTOCOPIES	55923405546	5	0.00	0.00	5.00	0.150	0.75
12/1/2003	70185	IH PHOTOCOPIES	4118618928	1	0.00	0.00	1.00	0.150	0.15
12/1/2003	70185	IH PHOTOCOPIES	31950673438	1	0.00	0.00	1.00	0.150	0.15
12/1/2003	70185	IH PHOTOCOPIES	33286972856	4	0.00	0.00	4.00	0.150	0.60
12/17/2003	70185	IH PHOTOCOPIES	77697386709	195	0.00	0.00	195.00	0.150	29.25
Total for 70185 - IH PHOTOCOPIES									32.70
12/1/2003	77100	OSS COLOR LASER COPYING	22424255684	15	0.00	0.00	15.00	1.500	22.50
12/1/2003	77100	OSS COLOR LASER COPYING	5532058631	1	0.00	0.00	1.00	1.500	1.50
Total for 77100 - OSS COLOR LASER COPYING									24.00
Total for 030079.00									56.70

Name/Address	Shipment Detail	Options	Reference Rate Charges
Ship To: Mr. Rob Palmer WK Dickson, Inc. 909 East Park Ave Tallahassee FL 32301	Service Type:	UPS GROUND	
	Total Packages:	1	Shipment Service Charge: \$ 3.50
	Hundredweight:	No	
	Billable Wt.:	1.0	
	Billing Option:	Prepaid	
	Tracking No.:	1Z9R43A40342011426	Package Service Charge: \$ 3.50
	Package Type:	Package	Shipper Amt: \$ 3.50
	Weight:	1.0	UPS Total Charge: \$ 3.50

Summary Totals:

Shipment Option	Shpts	Pkgs	Ref Charges	Billing Option	Shpts	Pkgs	Ref Charges
Package Option		Pkgs	Ref Charges	Prepaid	1	1	\$ 3.50
				TOTAL CHARGES			\$ 3.50
				1 Shipment(s)			
				1 Package(s)			

#17.25

Name/Address	Shipment Detail	Options	Reference Rate Charges
Ship To: Mr. David Goershel Okaloosa Cnty Gov Center ste.100 3200 Town Point Drive KENNESAW GA 30144-5599	Service Type:	UPS NEXT DAY AIR SAVER	Shipment Service Charge: \$ 13.75
	Total Packages:	1	
	Hundredweight:	No	
	Billable Wt.:	LTR	
	Billing Option:	Prepaid	
	Package Ref No.1:	030079.00	
	Package Ref No.2:	R.Egleston	
	Tracking No.:	1Z9R43A41340982121	
	Package Type:	UPS Letter	
	Package Ref No.1:	030079.00	Shipper Amt: \$ 13.75
	Package Ref No.2:	R.Egleston	UPS Total Charge: \$ 13.75

Summary Totals:

Shipment Option	Shpts	Pkgs	Ref Charges	Billing Option	Shpts	Pkgs	Ref Charges
				Prepaid	1	1	\$ 13.75
Package Option		Pkgs	Ref Charges	TOTAL CHARGES			\$ 13.75
				1 Shipment(s)			
				1 Package(s)			

Ship To/Address	Shipment Detail	Options	Reference Rate Charges
Ship To: Jim Curry Kalamazoo County Administrative Serv Room 114 101 James Lee Blvd. East WESTVIEW FL 32536	Service Type: UPS NEXT DAY AIR Total Packages: 1 Hundredweight: No Billable Wt.: LTR Billing Option: Prepaid Package Ref No.1: 03.0079.00 Package Ref No.2: Bob Eggleston	Shipment Service Charge:	\$ 15.00
	Tracking No.: 1Z9R43A40141021617 Package Type: UPS Letter Package Ref No.1: 03.0079.00 Package Ref No.2: Bob Eggleston	Shipper Amt: UPS Total Charge:	\$ 15.00 \$ 15.00

Summary Totals:

Shipment Option	Shpts	Pkgs	Ref Charges	Billing Option	Shpts	Pkgs	Ref Charges
Package Option				Prepaid	1	1	\$ 15.00
				TOTAL CHARGES			\$ 15.00
				1 Shipment(s)			
				1 Package(s)			

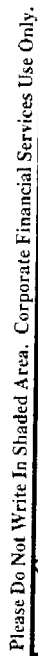
HLM Design
DAILY SHIPMENT DETAIL REPORT
12/18/03 04:31 PM

UPS Account No.: 9R43A5
Sorted By: Charge Back Code 1

12/18/03
Record No.: 6665887 92 2

e/Address	Shipment Detail	Options	Reference Rate Charges
To: Dave Zeitler et, Inc. e 924 - Humboldt ETON PA 18201	Service Type: UPS NEXT DAY AIR SAVER	Shipment Service Charge:	\$ 22.00
	Total Packages: 1		
	Hundredweight: No		
	Billable Wt.: 13.0		
	Billing Option: Prepaid		
	Package Ref No.1: 01218600		
	Package Ref No.2: 5200		
	Tracking No.: 1Z9R43A51341249956	Package Service Charge:	\$ 22.00
	Package Type: Package		
	Weight: 13.0		
	Project Number: 01218600	Shipper Amt:	\$ 22.00
	Package Ref No.2: 5200	UPS Total Charge:	\$ 22.00
To: A.J. Arfanello AR INC. D MILL ROAD SBURG PA 17019-1608	Service Type: UPS NEXT DAY AIR SAVER	Shipment Service Charge:	\$ 17.25
	Total Packages: 1		
	Hundredweight: No		
	Billable Wt.: 6.0		
	Billing Option: Prepaid		
	Package Ref No.1: 01218600		
	Package Ref No.2: 5200		
	Tracking No.: 1Z9R43A51341051963	Package Service Charge:	\$ 17.25
	Package Type: UPS Express Box		
	Weight: 6.0		
	Project Number: 01218600	Shipper Amt:	\$ 17.25
	Package Ref No.2: 5200	UPS Total Charge:	\$ 17.25
To: CHRIS GEHM JAM H. LANE Inc. POCONO COMMONS JUDSBURG PA 18360-8192	Service Type: UPS NEXT DAY AIR SAVER	Shipment Service Charge:	\$ 17.75
	Total Packages: 1		
	Hundredweight: No		
	Billable Wt.: 7.0		
	Billing Option: Prepaid		
	Package Ref No.1: 01218600		
	Package Ref No.2: 5200		
	Tracking No.: 1Z9R43A51342471598	Package Service Charge:	\$ 17.75
	Package Type: Package		
	Weight: 7.0		
	Project Number: 01218600	Shipper Amt:	\$ 17.75
	Package Ref No.2: 5200	UPS Total Charge:	\$ 17.75
To: Steve Kay ETON FITNESS & WELLNESS CENTER STATE ROAD CETON NJ 08540	Service Type: UPS NEXT DAY AIR SAVER	Shipment Service Charge:	\$ 50.25
	Total Packages: 2		
	Hundredweight: No		
	Billable Wt.: 35.0		
	Billing Option: Prepaid		
	Package Ref No.1: 03007800		
	Package Ref No.2: 5200		
	Tracking No.: 1Z9R43A51342225578	Package Service Charge:	\$ 19.25
	Package Type: UPS Express Box		
	Weight: 9.0		
	Project Number: 03007800 03007900		
	Package Ref No.2: 5200		
	Tracking No.: 1Z9R43A51342226782	Package Service Charge:	\$ 31.00
	Package Type: Package		
	Weight: 26.0		
	Project Number: 03007800	Shipper Amt:	\$ 50.25
	Package Ref No.2: 5200	UPS Total Charge:	\$ 50.25

01218600 57.00
03007900 50.25



Robert E. Egleston

05:20:00

02 8212 4500
 PASSENGER TICKET AND BAGGAGE CHECK
 ISSUED BY
 DELTA AIR LINES
 HAWAII AND CRUISES 13Z / CHARLOTTE
 EGLESTON/ROBERT E
 NOT VALID FOR RETAIN THIS RECEIPT ***
 TRANSPORTATION THROUGHOUT YOUR JOURNEY**
 ORIGINAL ISSUE
 L/7 FEB DUE DL PMS 143.26KATN DL ORL 143.26KATN USD 286.52 END ZPHCOPS XI 6.20ZP 5.0
 DAY 7.50XFMCD3PNS4.5
 FARE L 286.52
 TAXES 18.48
 TOTAL 305.00
 88931104001635
 STOCK CONTROL NUMBER TX
 DOCUMENT NUMBER
 XXXXXXXXXX2001 EXP0704/ 183288
 0 006 7584218084 5
 NOT VALID FOR TRAVEL
 008 7584218084 5
 ADDITIONAL SEAT INFORMATION
 BOARD TIME SEAT
 CARRIER/FLIGHT CLASS/DATE
 TIME
 FROM TO
 123121 3321 127 08010
 PASSENGER RECEIPT 1 of 1
 5880/DOE50 / 00060 SITL US NSDL 6401 K17EBKATN
 134/75745 CODE 6400 K18EBKATN
 NAME BASIS
 YOUR CODE (1)
 0
 4



HAPPY STORE 512
 7822 N. DAVIS HWY
 850-476-3127
 02/17/04 20:52
 STN # 00047846
 AMEX
 XXXXXXXXXXXX2001
 AUTH# 520590
 INV# 4652328
 CREDIT
 PUMP#02 REG
 GALLONS 4.066
 @ \$1.659/GAL
 FUEL \$6.75
 TL/NOTAX \$6.75
 TOTAL \$6.75
 THANK YOU
 HAVE A NICE DAY

THANK YOU
 ORLANDO-ORANGE COUNTY
 EXPRESSWAY AUTHORITY
 HOLLAND EAST
 Lane: 14 Collector: 4468
 Tue Feb 17 06:43:30 2004
 Toll paid: \$ 0.75

THANK YOU
 ORLANDO-ORANGE COUNTY
 EXPRESSWAY AUTHORITY
 HOLLAND EAST
 Lane: 1 Collector: 4468
 Wed Feb 18 09:05:02 2004
 Toll paid: \$ 0.75

Two Trees

Two Trees Restaurant
1959 Lewis Turner Blv
d Fort Walton Beach , FL
32548

Tue 2/17/2004 12:43:55 PM
Check 49-2 Table 54
Patricia M.

Cardholder acknowledges receipt of goods
and/or services in the amount of the
TOTAL shown hereon and agrees to perform
the obligations set forth in the
Cardholder agreement with the Issuer

AMEX
XXXXXXXXXX2001
Expires 7/04
Approval 528765

BASE \$23.08
TIP 4.00
TOTAL \$27.08

Please sign one copy for your server

Thank you for dining at
Two Trees Restaurant

LUNCH:

• EGGLESTON
• KLEPPIN
• MORE

***** ET *****

EGLESTON/ROBERTE

SILVER/ELITE
DL2024771509

SEAT
10C

FLIGHT DATE
DL 6400 18FEB
ORIGIN
PENSACOLA

DESTINATION
ORLANDO

OPERATED BY CHAUTAUQUA AIRLINES
A DELTA CONNECTION CARRIER

SSSS

ORLANDO INTERNATIONAL AIRPORT

Thank You For Parking

Questions/Comments

(407) 825-3562

Entrance: 06:58 02/17/04 Lane # 02

Exit : 07:39 02/18/04 Lane # 23

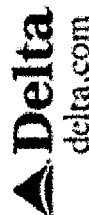
Length of stay: 1 d. 00 h. 41 mn.

License plate : FL U30DJM

Cashier: 148 Shift: 0077 SEQ# 19838

Amount paid \$ 17.00 Card

AIRPORT AGENT MAY RETAIN LOWER PORTION.



EGLESTON/ROBERTE E
SILVER MEDALLION /CROWN ROOM
DL2024771509

DUPLICATE
ELECTRONIC TICKET
006 7584218084
PFB4WM

FLIGHT DATE CLASS
DL6401 17FEB K
COACH

ORIGIN
ORLANDO

OPERATED BY
CHAUTAUQUA AIRLINES

DESTINATION
PENSACOLA

SEAT

9B

DEPARTS
815A

AVIS

AVIS

AVIS

AVIS

AVIS

AVIS

2430 PORT BLVD PENSACOLA, FL, 32504, US

07/04
 RETURN: RA DOCUMENT 161087975
 5837930 GRP E
 OUT: 2675 MI IN: 2801
 MILES DRIVEN: 126
 PLATE: FL V323BA FUEL OUT: 8/8
 BUIC CENT 4DR FUEL IN: 8/8

RENTED: 17FEB04/0853 AT: PENSACOLA APO FL PHONE: 850-431-0912
 RETURN: 18FEB04/0535 AT: PENSACOLA APO FL RATE: AD/E TIME: 0 DY 20 HR
 DOE IN: 18FEB04/0400 AT: PENSACOLA APO FL MIN 1 DAY

*****OPTIONAL SERVICES*****
 RATE INCLUDES LDW ABOVE \$3000.00

LDW: 20.99/DAY DECLINED
 PAT: 3.00/DAY DECLINED
 TEP: 1.95/DAY DECLINED
 ALI: 11.95/DAY DECLINED

0 MI @ .35
 0 HR @ 14.24
 0 DY @ 43.00
 0 WK @ 301.00
 0 MO @ 1204.00
 MIN LDW/AD/E 126RM + 43.00
 TIME & MILEAGE = 43.00
 FUEL SERVICE: .2724/MI
 5.449/GAL
 * \$3.57/DAY SURCHARGE + 3.57
 **10.00 FEE + 4.30
 SUBTOTAL 50.87
 TAX 7.5004 + 3.82
 TOTAL CHARGES 54.69
 AMOUNT DUE CV USD 54.69
 *\$2.05 FL SURCHG BMT/TIME+1.10/DY CUS
 FACILITY FEE+.42/DY VEH LIC FES RVCOV
 **CONCESSION RECOVERY FEE

METHOD OF PAYMENT: AMEX 2001
 PHONE: 407-422-7061
 DRIVERS LIC: USFLXXXXXXX3240
 DATE OF BIRTH: 09SEP59
 AWT: 1892200

EGLESTON, ROBERT, E
 WIN DESIGN
 6753 NIGHTWIND CIR
 ORLANDO, FL, 32818, US

NOTICES-----NOTICES-----NOTICES-----NOTICES-----NOTICES-----NOTICES-----NOTICES-----NOTICES-----NOTICES-----NOTICES-----
 THE AMOUNT THAT APPEARS IN "AMOUNT DUE" HAS BEEN
 BILLED TO YOUR AMEX CARD.
 ALL CHARGES ARE SUBJECT TO AUDIT AND CHANGE IF ANY
 ERRORS ARE FOUND.
 FOR LOCAL INQUIRIES CALL 850-433-5614, ALL OTHER
 INQUIRIES CALL 800-352-7900.
 THANK YOU FOR RENTING FROM AVIS.
 MINIMUM CHARGE IS 1 DAY (24 HRS) PLUS MILEAGE.
 3462/18CC/04050/16:39/F

IF CAR IS RETURNED WITH LESS FUEL THAN WHEN RENTED
 A SERVICE CHARGE APPLIES.
 I HAVE READ AND AGREE TO THE TERMS AND CONDITIONS
 SHOWN ON THIS RENTAL DOCUMENT AND ON THE SEPARATE
 RENTAL DOCUMENT JACKET DELIVERED TO ME WITH THIS
 RENTAL DOCUMENT.

X _____ RENTAL #161087975
 RES # 26106375-US-1E
 RETURN AGENT: 018838
 RENTAL AGENT: 44467



PENSACOLA UNIVERSITY MALL

7200 Plantation Road
Pensacola, FL 32504-6386
850/474-0100

Name & Address

ROBERT EGLESTON
6753 NIGHTWIND CIR
XX

ORLANDO FL 328188840

Room 169-1
Arrive Date 02/17/04
Dept. Date 02/18/04
Folio # 0100
Room Rate 39.95
Account 2-CARRE
Mkt/Seq 0-FCI

Page 1

Independently owned and operated by Lodgian, Inc.

The management is not responsible for any valuables not secured in safety deposit boxes provided at the front office. I agree that my liability for the charges is not waived and agree to be held personally liable in the event that the indicated person, company or association fails to pay for any part or the full amount of such charges.

X
SIGNATURE

DATE	CODE	REFERENCE	ID	DESCRIPTION	CHARGE	PAYMENT	BALANCE
0217	111	0217000	RMF	TRANSIENT	39.95	.00	39.95
0217	311	0217001	RMF	STATE SALES TAX	5.25	.00	45.20
0217	812	0217002	RMF	OCCUPANCY TAX	2.80	.00	48.00
0218	910	0218000	RMF	AMERICAN EXPRESS	.00	-78.00	.00
TOTAL							.00

ACCT. NO.	XX *****2001	0704
CARD MEMBER NAME	EGLESTON/RE	
ESTABLISHMENT NO. & LOCATION	PENSACOLA UNIVERSITY MALL 7200 PLANTATION RD PENSACOLA, FL 32504	
CARD MEMBER'S SIGNATURE	X	

MILITARY/GOVERNMENT: ALL CHARGES PURCHASED ON THIS CARD SHALL NOT BE REBILLED OR RETURNED FOR A CASH REFUND

DATE OF CHARGE	02/18/04	FOLIO NO./CHECK NO.	02-219962-1
AUTHORIZATION	501485	105.00	RMF
		.00	
		.00	
PURCHASES & SERVICES	78.00		
TOTAL AMOUNT	78.00		

With you all the way

SALES PERSON: D0060
CUSTOMER NBR: 3357

ITIN/INVOICE NO. 123127
BRANCH NQ0X9E

DATE: FEB 10 2004
PAGE 01

HLM DESIGN
121 W TRADE STREET
SUITE 2905
CHARLOTTE NC 28202

ALL TICKETS/INVOICE
ATTN TRISH BARHAM

~~FOR: EGLESTON/ROBERT E~~

17 FEB 04 - TUESDAY

AIR DELTA FLT:6401 COACH CLASS

LV: ORLANDO/INTL

815A

CONFIRMED

AR: PENSACOLA

838A

NONSTOP

SEAT- 9B

OPERATED BY-CHAUTAUQUA AIRLINE

EQUIPMENT

ERJ

CAR

AVIS

1 FULL SIZE2/4 DR DROP-18FEB

CONFIRMED

PICKUP-PENSACOLA

5120 RENTAL CAR RD

RATE- 57.99

DAILY GUARANTEED EXTRA HR 19.34

MILEAGE-UNL/FM

CODE-2A

CONFIRMATION-26106375US1

NO FULL SIZE HERTZ BUDGET OR ALAMO CARS AVAILABLE-BOOKED AVIS

HOTEL

HOLIDAY INN

01 NT/S - OUT 18FEB

CONFIRMED

HOLIDAY INN UNIVERS

1 ROOM/S

GUARANTEE-CREDIT CARD

7200 PLANTATION RD

RATE- 69.95

GUARANTEED

PENSACOLA FL 32504

PHONE-850-474-0100

FAX-850-477-9821

NAME-EGLESTON ROBERT

GUEST NO.268488419

CONFIRMATION-61745320

HI3268ARR17FEB CANCEL BEFORE 1800 LOCAL HOTEL TIME 17FEB

18 FEB 04 - WEDNESDAY

AIR DELTA FLT:6400 COACH CLASS

LV: PENSACOLA

520A

CONFIRMED

AR: ORLANDO/INTL

741A

NONSTOP

SEAT- 8B

OPERATED BY-CHAUTAUQUA AIRLINE

EQUIPMENT

ER3

YOUR COMPANY CODE IS * HLM */ID CODE A-1114 OR A-13Z
HAVE VALID PICTURE ID AND ALLOW ONE HOUR FOR CHECK IN
TICKET WAS PURCHASED WITH YOUR CORPORATE AX CARD
WE APPRECIATE YOUR BUSINESS - KAY
TRAVEL AUTHORIZATION NUMBER/02-6167

ORIGINAL INVOICE

With you all the way

SALES PERSON: D0060
CUSTOMER NBR: 3357

ITIN/INVOICE NO. 123127
BRANCH NQX9E

DATE: FEB 10 2004
PAGE 02

HLM DESIGN
121 W TRADE STREET
SUITE 2905
CHARLOTTE NC 28202

ALL TICKETS/INVOICE
ATTN TRISH BARHAM

~~FOR: EGLESTON/ROBERT E~~

PROJECT NUMBER/030079.00-R

LOCATION CODE/02

****THIS FARE IS NON-REFUNDABLE/CHANGES SUBJECT TO FEE****

****CHECK WITH YOUR TRAVEL ARRANGER REGARDING SPECIFIC****

****EXCHANGE POLICY PRIOR TO FLIGHT DEPARTURE****

FOR AFTER HOURS EMERGENCIES- CALL TOLL FREE 866-535-1016

ALL CALLS TO THIS NUMBER WILL BE ASSESSED \$16.00

TICKET NUMBER/S:

AIR TICKET/S ELECTRONIC 7584218084 AX CARD 326.70
EGLESTON/ROBERT E XXXXXXXXXXXX2001

SERVICE FEE	33.00
	326.70

SUB TOTAL	359.70

TOTAL AMOUNT	0.00



Weekly Expense Report

Please Do Not Write In Shaded Area. Corporate Financial Services Use Only.

Employee: DOUGLAS KLEPPIN		2024		Date of Report: 02/19/04		Travel Authorization #: 02- 6168		Week Ending Date: 2/20/2004																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																												
Okaloosa County Courthouse Needs Assessment		Project # 03-0079.00		Office responsible for Job 02		Purpose of Expense/Trip: commission meetings																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
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<table border="1"><thead><tr><th>Item</th><th>Day:</th><th>Mileage:</th><th>Sunday</th><th>Monday</th><th>Tuesday</th><th>Wednesday</th><th>Thursday</th><th>Friday</th><th>Saturday</th><th>Weekly 21 Total</th><th>R</th><th>NR</th></tr></thead><tbody><tr><td>1. Breakfast</td><td></td><td></td><td>2/15/2004</td><td>2/16/2004</td><td>2/17/2004</td><td>2/18/2004</td><td>2/19/2004</td><td>2/20/2004</td><td>2/21/2004</td><td></td><td></td><td></td></tr><tr><td>2. Lunch</td><td></td><td></td><td></td><td></td><td></td><td>20.99</td><td></td><td></td><td></td><td>\$20.99</td><td></td><td></td></tr><tr><td>3. Dinner</td><td></td><td></td><td></td><td></td><td>59.00</td><td></td><td></td><td></td><td></td><td>\$59.00</td><td></td><td></td></tr><tr><td>4. Hotel Room (Room & Tax Only)</td><td></td><td></td><td></td><td></td><td>78.00</td><td></td><td></td><td></td><td></td><td>\$78.00</td><td></td><td></td></tr><tr><td>5. Air Fare</td><td></td><td></td><td></td><td></td><td>359.70</td><td></td><td></td><td></td><td></td><td>\$359.70</td><td></td><td></td></tr><tr><td>6. Taxi (Indicate #Days & Total Amount)</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td>7. Rental Car</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td>8. Parking (1days @ \$15)</td><td></td><td></td><td></td><td></td><td></td><td>17.00</td><td></td><td></td><td></td><td>\$17.00</td><td></td><td></td></tr><tr><td>9. Entertainment (Explain on Reverse)</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td>10. Telephone</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td>11. Mileage 21 x .36</td><td></td><td></td><td></td><td></td><td>7.56</td><td></td><td></td><td></td><td></td><td>\$7.56</td><td></td><td></td></tr><tr><td>12. Auto Expenses</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td>13. Unusual Expenses (Tolls)</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td>14. American Express renewal fee</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td colspan="10">EMPLOYEE CASH AND CHARGE TOTAL</td><td>\$542.25</td><td>\$542.25</td><td>\$0.00</td></tr><tr><td>15. Air Fare</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td>16. Rental Car</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td>\$0.00</td><td></td><td></td></tr><tr><td>17.</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td>\$0.00</td><td></td><td></td></tr><tr><td>18.</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td>\$0.00</td><td></td><td></td></tr><tr><td colspan="10">COMPANY CHARGE TOTAL</td><td>\$0.00</td><td>\$0.00</td><td>\$0.00</td></tr><tr><td colspan="10">GRAND TOTAL</td><td>\$0.00</td><td>\$542.25</td><td>\$542.25</td></tr><tr><td colspan="10">Travel From (Orlando, Florida)</td><td></td><td></td><td></td></tr><tr><td colspan="10">Travel To (Ft. 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Breakfast			2/15/2004	2/16/2004	2/17/2004	2/18/2004	2/19/2004	2/20/2004	2/21/2004				2. Lunch						20.99				\$20.99			3. Dinner					59.00					\$59.00			4. Hotel Room (Room & Tax Only)					78.00					\$78.00			5. Air Fare					359.70					\$359.70			6. Taxi (Indicate #Days & Total Amount)													7. Rental Car													8. Parking (1days @ \$15)						17.00				\$17.00			9. Entertainment (Explain on Reverse)													10. Telephone													11. Mileage 21 x .36					7.56					\$7.56			12. Auto Expenses													13. Unusual Expenses (Tolls)													14. American Express renewal fee													EMPLOYEE CASH AND CHARGE TOTAL										\$542.25	\$542.25	\$0.00	15. Air Fare													16. Rental Car										\$0.00			17.										\$0.00			18.										\$0.00			COMPANY CHARGE TOTAL										\$0.00	\$0.00	\$0.00	GRAND TOTAL										\$0.00	\$542.25	\$542.25	Travel From (Orlando, Florida)													Travel To (Ft. 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NOTE:

1. Tape all receipts to an 8 1/2" x 11" sheet of paper and staple to the back of the expense report.
2. Section II should be used to identify all charges that will be billed directly to HLM. It is extremely important that all company charges are identified and receipts are attached.
3. If the expenses are job related, please indicate the amount in the "Invoice Client For" column or cross out the column.
4. Section I should be used to list all personal expenditures including cash and credit charges that will ultimately be paid by the employee.

With you all the way

SALES PERSON: D0060
CUSTOMER NBR: 3357

ITIN/INVOICE NO. 123128
BRANCH NRZ4CK

DATE: FEB 10 2004
PAGE 01

HLM DESIGN
121 W TRADE STREET
SUITE 2905
CHARLOTTE NC 28202

ALL TICKETS/INVOICE
ATTN TRISH BARHAM

~~FOR: KLEPPIN/DOUGLAS~~

17 FEB 04 - TUESDAY

AIR DELTA FLT:6401 COACH CLASS
LV: ORLANDO/INTL 815A CONFIRMED
AR: PENSACOLA 838A NONSTOP
SEAT- 9C OPERATED BY-CHAUTAUQUA AIRLINE
EQUIPMENT ERJ

HOTEL

HOLIDAY INN 01 NT/S - OUT 18FEB CONFIRMED
HOLIDAY INN UNIVERS 1 ROOM/S
7200 PLANTATION RD RATE- 69.95 GUARANTEE-CREDIT CARD
PENSACOLA FL 32504 PHONE-850-474-0100 GUARANTEED
FAX-850-477-9821

NAME-KLEPPIN DOUGLAS
CONFIRMATION-61747718

HI3268ARR17FEB CANCEL BEFORE 1800 LOCAL HOTEL TIME 17FEB

18 FEB 04 - WEDNESDAY

AIR DELTA FLT:6400 COACH CLASS
LV: PENSACOLA 520A CONFIRMED
AR: ORLANDO/INTL 741A NONSTOP
SEAT- 8C OPERATED BY-CHAUTAUQUA AIRLINE
EQUIPMENT ER3

YOUR COMPANY CODE IS * HLM */ID CODE A-1114 OR A-13Z
HAVE VALID PICTURE ID AND ALLOW ONE HOUR FOR CHECK IN
TICKET WAS PURCHASED WITH YOUR CORPORATE AX CARD
WE APPRECIATE YOUR BUSINESS - KAY
FARE REQUIRES 7 DAY ADVANCE NOTICE FOR CHANGES
THIS FARE IS NON-REFUNDABLE/CHANGES SUBJECT TO FEE
CHECK WITH YOUR TRAVEL ARRANGER REGARDING SPECIFIC
EXCHANGE POLICY PRIOR TO FLIGHT DEPARTURE
TRAVEL AUTHORIZATION NUMBER/02-6168
PROJECT NUMBER/030079.00-R
LOCATION CODE/02
FOR AFTER HOURS EMERGENCIES- CALL TOLL FREE 866-535-1016
ALL CALLS TO THIS NUMBER WILL BE ASSESSED \$16.00

ORIGINAL INVOICE

With you all the way

SALES PERSON: D0060
CUSTOMER NBR: 3357

ITIN/INVOICE NO. 123128
BRANCH NRZ4CK

DATE: FEB 10 2004
PAGE 02

HLM DESIGN
121 W TRADE STREET
SUITE 2905
CHARLOTTE NC 28202

ALL TICKETS/INVOICE
ATTN TRISH BARHAM

~~FOR: KLEPPIN/DOUGLAS~~

TICKET NUMBER/S:

AIR TICKET/S ELECTRONIC 7584218085 AX CARD 326.70
KLEPPIN/DOUGLAS XXXXXXXXXXXX3002

SERVICE FEE	33.00
	326.70
SUB TOTAL	359.70
TOTAL AMOUNT	0.00

Holiday Inn

PENSACOLA UNIVERSITY MALL
 7200 Plantation Road
 Pensacola, FL 32504-6386
 850/474-0100

Name & Address

DOUGLAS KLEFFIN
 1701 EAST WASHINGTON

ORLANDO FL 32809

Room	397-1
Arrive Date	02-17-04
Dept. Date	02-18-04
Folio #	02-18-04
Room Rate	VIR
Account	1000
Mkt/Seg	0-0000

Page 1

Independently owned and operated by Lodgian, Inc.

The management is not responsible for any valuables not secured in safety deposit boxes provided at the front office. I agree that my liability for the charges is not waived and agree to be held personally liable in the event that the indicated person, company or association fails to pay for any part or full amount of such charges.

X
SIGNATURE

ID CRUISES 132 CL
 ID NC 704 5

DELTA FLIGHT
 ORLANDO/INTL DEPART
 PENSACOLA ARRIVE
 HOLIDAY INN UNIVERS
 7200 PLANTATION RD P
 CHECK IN: 17FEB

DATE	CODE	REFERENCE	ID	DESCRIPTION	CHARGE	PAYMENT	BALANCE
0217	111	0217000	RMF	TRANSIENT	69.95	.00	69.95
0217	811	0217001	RMF	STATE SALES TAX	5.25	.00	75.20
0217	819	0217002	RMF	OCCUPANCY TAX	2.50	.00	78.00
0218	919	0218000	RMF	AMERICAN EXPRES	.00	-78.00	.00
TOTAL							.00

DELTA FLIGHT
 PENSACOLA DEPART
 ORLANDO/INTL ARRIVE

IS * HLM */ID CODE A-1114 OR A-132
 ID AND ALLOW ONE HOUR FOR CHECK IN

1.09
 1.09
 1.49
 6.29
 5.99
 15.95
 4.00
 1.04

1 HOT BEV
 1 HOT BEV
 1 OJ RG
 1 UNCLE HER COH
 STANDARD # EGGS
 HBR CASS
 1 GRANDMA'S SAMP
 STANDARD # EGGS
 FRIED APPLES

Subtotal
 Tip
 Tax

ACCT. NO.	XX *****0002 1704
CARD MEMBER NAME	114/DK
ESTABLISHMENT NO. & LOCATION	UNIVERSITY MALL 7200 PLANTATION RD PENSACOLA, FL 32504
CARD MEMBER'S SIGNATURE	X <i>[Signature]</i>

DATE OF CHARGE	02/18/04	FOLIO NO./CHECK NO.	CR-319955-17
AUTHORIZATION	582801	102.00	RMF
PURCHASES & SERVICES			
TOTAL AMOUNT			95.10

AST FOR
 26510N + DOUG KLEFFIN

0218212 4500
PASSENGER TICKET AND BAGGAGE CHECK
SUBJECT TO CONDITIONS OF CONTRACT
ISSUED BY ETKT

DELTA AIR LINES
HAWAII AND CRUISES 137 / CHARLOTTE
KLEPPIN/DOUGLAS

ARC 10FEB04 PASSENGER RECEIPT 1 OF 1
5880/DONE60 / 000060
NC

123128 3351 128 08011 4

NS DL 6401 K 17FEBKATN
CDDL 0400 K 18FEBKATN

TOUR CODE 01
FARE BASIS NC

NOT VALID FOR RETAIN THIS RECEIPT
TRANSPORTATION THROUGHOUT YOUR JOURNEY
NONREFUNDABLE/CHANGE FEE MAY APPLY

ORIGINAL ISSUE
17FEB04 DL PNS 143.26KATN DL ORL 143.26KATN USD 286.52 END ZPMDNS XT 6.20ZP 5.0
DAY 7.50XPMCI3PNS4.5

ISSUED IN EXCHANGE FOR
NRZKX / 1V

FARE 1 286.52
TAX FEE US 21.48
TAX FEE CHARGE XT 18.70
TOTAL USD 326.70

BAIRN-FAIRFAX
XXXXXXXXXXXX3002 EXP 0704/ 102344
STOCK CONTROL NUMBER
88931104001644
0 006 7584218085 6

ADDITIONAL SEAT INFORMATION
GATE BOARD TIME SEAT SMOKE
CARRIER FLIGHT CLASS DATE
TIME

NOT VALID FOR TRAVEL
006 1584218085 6

IT IS UNLAWFUL TO PURCHASE OR RESALE THIS TICKET WITHOUT THE RIGHTS
ENTITLED TO THE ISSUING CARRIER OR ITS AUTHORIZED AGENTS

HERE IS ACTUAL RECEIPT.

Additional Services Agreement #1



Shalimar Governmental Complex, Okaloosa County, FL

Project

030079.00

Project Number

Okaloosa County Board of Commissioners

Owner/Client ("Client")

January 19, 2004

Date

Client authorizes HLM Design USA, Inc. ("HLM Design") to proceed with the following Additional Services as of the earlier of (i) the date HLM Design began performing the Additional Services or (ii) the date listed above. The Additional Services shall be provided according to the terms in our agreement dated June 4, 2003 (the "Base Agreement") as follows:

Scope:

Cost estimator to attend one-day trip to participate in evaluation of the condition of the Shalimar Annex building and systems in order to provide a more accurate budget estimate for the conceptual scope of this portion of the Project (Option "E"). An updated estimate is also included.

Compensation:

Lump sum fee of \$2,800.00 plus reimbursable expenses.

Schedule:

The trip will occur on January 22, 2004.

Note: If this Agreement is used in conjunction with an AIA document, the term "Additional Services" shall have the same meaning as "Change in Services."

Except as otherwise set forth herein, the terms and conditions of the Base Agreement govern this Additional Services Agreement. The parties acknowledge their acceptance by signing in the space provided.

Client OKALOOSA COUNTY, FLORIDA

By: 

Name: RICHARD BRANNON

Title: PURCHASING DIRECTOR

Date: 1/28/2004

HLM Design USA, Inc.

By: 

Name: Michael J. Wass, P.E.

Title: Vice President

Date: January 19, 2004

CONTRACT #
C03-0949-BCC2-55

I N V O I C E

Cost Management Inc.

5507 Alhambra Drive

Orlando, FL 32808

Tel (407) 293-4168

Fax (407) 293-0944

CMI Invoice No: 430_02

Invoice Date: 19-Feb-04

Sold to: **HLM Design, Inc.**
800 North Magnolia Avenue, Ste 1100
Orlando, FL 32803

Att'n: Mr. Robert E. Egleston
(407) 422-7061

Billed to: **HLM Design, Inc.**
800 North Magnolia Avenue, Ste 1100
Orlando, FL 32803

Att'n: Mr. Robert E. Egleston

Period	Description of Services			Amount \$
Feb-04	Okaloosa County Government Center HLM Project No. 03-0079.00			
	<i>Additional Services</i>			2,800.00
	<i>Reimbursable Expense (Airline Flight + Airport Parking)</i>			335.70
<i>We appreciate your business</i>				
Total amount due				\$3,135.70

Employer Identification Number: 59-3308072

Please make check payable to: **Cost Management Inc.**



Passenger Receipt and Itinerary

Enjoy the fastest way to the gate. Use delta.com's Online Check-in from 24 hours to 30 minutes before departure.
For questions, please visit delta.com or call 800-221-1212.

GANESH JIAWON
7804 ANBURY COURT
ORLANDO FL 32835

Confirmation Number/Record **25XZ16**
 Locator:
 SkyMiles Number:
 This ticket shall expire one year from date of issue.

RECEIPT INFORMATION

Psg: GANESH JIAWON Ticket Number: **00621907758522** Ticket Issue date: 14JAN04
 Not Transferable
 Place of Ticket Issue: SLCRES
 Issuing Agent Id: DL/YW

Fare Details: ORL DL PNS 140.47KA7TN DL ORL 140.47KA7TN USD280.94END ZP MCOPNS XT US21.06
 ZP6.20 AY5.00 XF7.50 MCO3PNS4.5

FARE: 280.94 USD Form of Payment AX*****72005
 TAX: 39.76 XT
 TOTAL: 320.70 USD

NON REF/CHANGE FEE/PENALTY

This is a special fare ticket. Changing your reservation may result in penalties and increased fare. Always advise your airline or travel agent that you are traveling on a special fare.

TICKETED ITINERARY INFORMATION

Flight Nbr	Departure Date	Bkng Class	Status	Carrier/Vendor	Departure City	Departure Time	Arrival City	Arrival Time	Seat/Class	Meals/Other
6401	22JAN04	K	OK	DELTA/ Operated by CHAUTAUQUA AIRLINES	ORLANDO	815A	PENSACOLA	838A	5C COACH	
6398	22JAN04	K	OK	DELTA/ Operated by CHAUTAUQUA AIRLINES	PENSACOLA	650P	ORLANDO	911P	5C COACH	

- Arrival date is 1 day after departure date.

** - Check-in required

*\$\$ - Multiple Seats

Please check-in early. Delta recommends the following minimum check-in times:

B - Breakfast

ORLANDO INTERNATIONAL AIRPORT

Thank You For Parking

Questions/Comments

(407) 825-3562

Entrance: 06:48 01/22/04 Lane # 03

Exit : 21:16 01/22/04 Lane # 26

Length of stay: 0 d. 14 h. 28 mn.

License plate : FL A60UKK

Cashier: 375 Shift: 0131 SEQ# 28370

Amount paid \$ 15.00 Card



design

August 20, 2012

Jim Curry
Okaloosa County Administrator
Okaloosa County Administrative Services
1804 Lewis Turner Boulevard
Fort Walton Beach, FL 32547

Architecture
Engineering
Interior Design
Program Management
Construction Management
Facilities Management

RE: **Okaloosa County Courthouse Annex Extension
Claim Response - Courtroom ADA Modifications**

Dear Jim:

This letter summarizes our agreement regarding the modifications to the courtroom millwork resulting from the ADA survey of the Courthouse Annex Extension. The total cost of the modifications amount to \$34,862.00. Heery agrees to cover the cost of these modifications as follows:

1. Heery Design will credit the remaining unbilled fee in the amount of \$12,800.00.
2. The County will accept the balance of the costs to be made in three monthly payments in the amount of \$7,354.00 each. $\times 3 = 22,062.00$
3. The County agrees to pay Heery Design \$6,000.00 to reimburse Newcomb & Boyd for the post-occupancy acoustic study which the County had requested. Our final invoice will show this additional fee coming from the fee contingency line on the invoice.

34,862
(12,800)

22,062

It is our understanding that this agreement resolves all current / known claim issues between Heery Design and Okaloosa County. We will prepare our final invoice based on this understanding. Once the invoice is paid, our contract on this project will be concluded.

I would greatly appreciate it if you could indicate your agreement by signing below.

Let me know if you have any further questions regarding this agreement.

Sincerely,

Heery Design

Okaloosa County Administrative Services

Robert E. Eggleston, AIA
Project Manager

By: _____

Date: _____

REE:RNK:rid
3007900 (G04-00)

Heery International, Inc.

A group of professional service practices

4700 Millenia Boulevard, Suite 550, Orlando, Florida 32839

AA-0002793 / FB-0005176

Offices Nationwide

L066-3007900.doc

INVOICE FOR ARCHITECTURAL SERVICES

HEERY

Okaloosa County Administrative Services
Attn: Jim Curry
County Administrator
1804 Lewis Turner Blvd., Suite 100
Fort Walton Beach, FL 32547

January 10, 2013
Invoice No. 505491
Project No. HII-3007900

For: Okaloosa County Government Center
Contract No.: C03-0949-BCC2-55

Professional Services for Period Ending December 31, 2012

FINAL INVOICE

Fee: \$ 3,283,880.00

Phase	% of Fee	Fee	% Complete	Fee Earned	Previously Invoiced	Current Fee Billing
Phase 1						
Pre-Design	10.63%	\$ 349,000.00	100.00%	\$ 349,000.00	\$ 349,000.00	\$ -
Additional Service #1	0.09%	\$ 2,800.00	100.00%	\$ 2,800.00	\$ 2,800.00	\$ -
Additional Service #2	0.57%	\$ 18,830.00	100.00%	\$ 18,830.00	\$ 18,830.00	\$ -
Additional Service #3	0.59%	\$ 19,500.00	100.00%	\$ 19,500.00	\$ 19,500.00	\$ -
Additional Service #4	0.75%	\$ 24,500.00	100.00%	\$ 24,500.00	\$ 24,500.00	\$ -
Additional Service #5	0.70%	\$ 23,000.00	100.00%	\$ 23,000.00	\$ 23,000.00	\$ -
Additional Service #6	0.73%	\$ 24,000.00	100.00%	\$ 24,000.00	\$ 24,000.00	\$ -
Additional Service #7	0.18%	\$ 6,000.00	19.17%	\$ 1,150.00	\$ 1,150.00	\$ -
Additional Service #8	0.26%	\$ 8,500.00	100.00%	\$ 8,500.00	\$ 8,500.00	\$ -
Additional Service #9	0.70%	\$ 22,900.00	100.00%	\$ 22,900.00	\$ 22,900.00	\$ -
Additional Service #10	0.44%	\$ 14,500.00	100.00%	\$ 14,500.00	\$ 14,500.00	\$ -
Additional Service #11	0.76%	\$ 24,900.00	100.00%	\$ 24,900.00	\$ 24,900.00	\$ -
Additional Service #12	0.46%	\$ 15,000.00	100.00%	\$ 15,000.00	\$ 15,000.00	\$ -
Additional Service #13	0.59%	\$ 19,500.00	100.00%	\$ 19,500.00	\$ 19,500.00	\$ -
Additional Service #14	0.11%	\$ 3,500.00	100.00%	\$ 3,500.00	\$ 3,500.00	\$ -
Additional Service #15	0.04%	\$ 1,400.00	100.00%	\$ 1,400.00	\$ 1,400.00	\$ -
Additional Service #16	0.28%	\$ 9,350.00	100.00%	\$ 9,350.00	\$ 9,350.00	\$ -
Additional Service #17	0.18%	\$ 6,000.00	100.00%	\$ 6,000.00	\$ -	\$ 6,000.00

Phase 2		Total Fee	\$ 2,690,700.00			
Schematic Design	10.66%	\$ 350,000.00	100.00%	\$ 350,000.00	\$ 350,000.00	\$ -
Schematic Design (2)	9.94%	\$ 326,500.00	100.00%	\$ 326,500.00	\$ 326,500.00	\$ -
Design Development	19.17%	\$ 629,650.00	100.00%	\$ 629,650.00	\$ 629,650.00	\$ -
Construction Documents	22.01%	\$ 722,900.00	100.00%	\$ 722,900.00	\$ 722,900.00	\$ -
Bidding/Negotiation	2.13%	\$ 69,950.00	100.00%	\$ 69,950.00	\$ 69,950.00	\$ -
Construction Administration	17.14%	\$ 563,000.00	*1 100.00%	\$ 563,000.00	\$ 563,000.00	\$ -
Traffic Study/Signalization	0.87%	\$ 28,700.00	*2 100.00%	\$ 28,700.00	\$ 28,700.00	\$ -
Fee Contingency	0.00%	\$ -	*3 0.00%	\$ -	\$ -	\$ -

Grand Totals Phase 1 & 2 \$ 3,283,880.00 99.85% \$ 3,279,030.00 \$ 3,273,030.00 \$ 6,000.00

*1 Total includes fee reduction of \$5,000
*2 Total includes fee reduction of \$7,800
*3 Fee contingency eliminated

Total Earned \$3,279,030.00
Previous Fee Billing 3,273,030.00
Current Fee Billing \$ 6,000.00

Reimbursable Expenses

Reproductions 651.84
Other Reimbursables 94.10
Travel 2,842.90
Meals 91.19
Consultant Expenses 1,020.06

Total Reimbursables \$ 4,700.09

Total This Invoice \$ 10,700.09

Cumulative Billings

	Current	Prior PDS	To-Date
Fee	6,000.00	3,273,030.00	3,279,030.00
Expenses	4,700.09	144,491.02	149,191.11
Totals	10,700.09	3,417,521.02	3,428,221.11

Please remit to:
Heery International, Inc.
Attn: Financial Services
999 Peachtree Street, NE
Atlanta, GA 30309-3953
404.881.9880
404.892.8479 fax

Payment is due within thirty (30) days of invoice date or in accordance with contract terms.

Additional Services Agreement #3

#C949

Shalimar Governmental Complex, Okaloosa County, FL

Project

030079.00

Project Number

Okaloosa County Board of Commissioners

Owner/Client ("Client")

January 20, 2005

Date

Client authorizes HLM Heery International ("HLM") to proceed with the following Additional Services as of the earlier of (i) the date HLM began performing the Additional Services or (ii) the date listed above. The Additional Services shall be provided according to the terms in our agreement dated June 4, 2003 (the "Base Agreement") as follows:

Scope:

1. Provide a site analysis for the property located adjacent to the Shalimar Elementary School, which includes 10 acres from the school board plus an additional maximum of 15 acres from the Air Force. Specific evaluation tasks include:

Option One:

Evaluate the minimum requirements (and minimum acreage required) for the new courthouse including expansion capabilities for the 20-year buildout:

- General building location on the site
- Verification of parking requirements/general location on site
- Verification of stormwater/drainage requirements
- Verify site access points/traffic concerns

Option Two

Evaluate the site for possible future expansion (beyond the 20-year buildout), including new buildings to consolidate court-related functions.

- General building location on the site
- Verification of additional parking requirements/general location on site
- Verification of stormwater/drainage modifications
- Verify additional site access requirements

Also included is one trip to Fort Walton Beach to make a brief presentation to the Board regarding this site analysis.

2. Provide a site and building analysis for the current Sheriff's Operations Center. Specific evaluation tasks include:

- Analyze future programmatic requirements in conjunction with current facilities and property
- Provide expansion options for future programmatic requirements
- Verification of parking requirements for current/future site conditions
- Verification of stormwater/drainage requirements

A site visit will be required to verify existing facilities from a programmatic standpoint. It is assumed that the Sheriff's office will provide HLM with existing drawings (building plans and site plans) to aid in the analysis. Time is also included to present the findings of this analysis to the Board.

Compensation:

Lump sum fee of \$19,500.00 plus reimbursable expenses.

if not a requirement, then not included

Additional Services Agreement #3



ARCHITECTURE
ENGINEERING
PLANNING

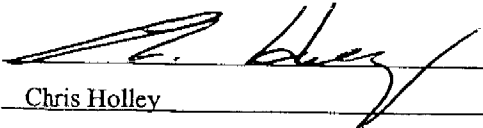
Schedule:

Item 1 shall be complete as of the conclusion of the BCC Board Meeting on February 1, 2005. Item 2 shall be complete as of the conclusion of the BCC Board Meeting when the findings from this analysis are presented.

Note: If this Agreement is used in conjunction with an AIA document, the term "Additional Services" shall have the same meaning as "Change in Services."

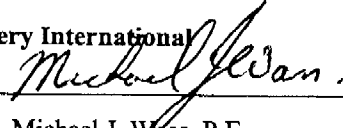
Except as otherwise set forth herein, the terms and conditions of the Base Agreement govern this Additional Services Agreement.
The parties acknowledge their acceptance by signing in the space provided.

Client

By: 
Name: Chris Holley
Title: County Manager
Date: January 25, 2005

Contract C03-0949-BCC2-55

HLM Heery International

By: 
Name: Michael J. Wass, P.E.
Title: Vice President
Date: January 20, 2005

Additional Services Agreement #1

ORIGINAL



Shalimar Governmental Complex, Okaloosa County, FL
Project

030079.00
Project Number

Okaloosa County Board of Commissioners
Owner/Client ("Client")

January 19, 2004
Date

Client authorizes HLM Design USA, Inc. ("HLM Design") to proceed with the following Additional Services as of the earlier of (i) the date HLM Design began performing the Additional Services or (ii) the date listed above. The Additional Services shall be provided according to the terms in our agreement dated June 4, 2003 (the "Base Agreement") as follows:

Scope:

Cost estimator to attend one-day trip to participate in evaluation of the condition of the Shalimar Annex building and systems in order to provide a more accurate budget estimate for the conceptual scope of this portion of the Project (Option "E"). An updated estimate is also included.

Compensation:

Lump sum fee of \$2,800.00 plus reimbursable expenses.

Schedule:

The trip will occur on January 22, 2004.

Note: If this Agreement is used in conjunction with an AIA document, the term "Additional Services" shall have the same meaning as "Change in Services."

Except as otherwise set forth herein, the terms and conditions of the Base Agreement govern this Additional Services Agreement.

The parties acknowledge their acceptance by signing in the space provided.

Client **OKALOOSA COUNTY, FLORIDA**

By: 

Name: **RICHARD BRANNON**

Title: **PURCHASING DIRECTOR**

Date: **1/28/2004**

HLM Design USA, Inc.

By: 

Name: **Michael J. Wass, P.E.**

Title: **Vice President**

Date: **January 19, 2004**

CONTRACT #
C03-0949-BCC2-55

ORIGINAL



ARCHITECTURE
ENGINEERING
PLANNING

Additional Services Agreement #2

C03-0949-BCC2-55

Shalimar Governmental Complex, Okaloosa County, FL

Project

030079.00

Project Number

Okaloosa County Board of Commissioners

Owner/Client ("Client")

November 10, 2004

Date

Client authorizes HLM Heery International ("HLM") to proceed with the following Additional Services as of the earlier of (i) the date HLM began performing the Additional Services or (ii) the date listed above. The Additional Services shall be provided according to the terms in our agreement dated June 4, 2003 (the "Base Agreement") as follows:

Scope:

The design team shall develop 3 options for the new courthouse site and 3 options for the renovation of the Shalimar Annex. The options are to be based on receiving less than the full 20 acres at the new site. The design team will also prepare preliminary costs for each option and present these at a BCC Board Meeting in Crestview.

Compensation:

Lump sum fee of \$18,830.00 plus reimbursable expenses.

Schedule:

This Additional Service shall be complete as of the conclusion of the BCC Board Meeting on November 2, 2004.

Note: If this Agreement is used in conjunction with an AIA document, the term "Additional Services" shall have the same meaning as "Change in Services."

Except as otherwise set forth herein, the terms and conditions of the Base Agreement govern this Additional Services Agreement.
The parties acknowledge their acceptance by signing in the space provided.

Client

By: 

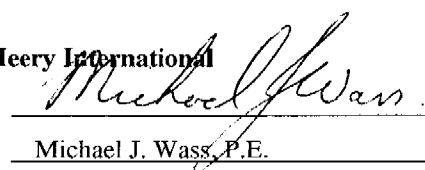
Name: CHRIS HOLLEY

Title: COUNTY MANAGER

Date: 11/29/04

Contract C03-0949-BCC2-55

HLM Heery International

By: 

Name: Michael J. Wass, P.E.

Title: Vice President

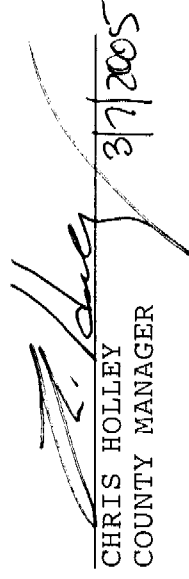
Date: November 10, 2004

ORIGINAL

CONTRACT #
C03-0949-BCC-2-55
AMENDMENT #4

OKALOOSA COUNTY
NORTH COUNTY
NEEDS ASSESSMENT
Crestview, Florida

APPROVED OKALOOSA COUNTY, FL:


CHRIS HOLLEY
COUNTY MANAGER

Scope of Predesign Services and Fees

March 3, 2005

HLM Design-Heery International
Suite 550
4700 Millenia Boulevard
Orlando, Florida 32839

HLMDesign
HEERY INTERNATIONAL INC

March 3, 2005

SECTION 1 - SCOPE OF SERVICES

The following provides the description of services being provided by HLM Design to conduct Pre-design Services and Needs Assessment for Okaloosa County's north judicial and government functions in Crestview. This document reflects preliminary discussions between the Okaloosa County representatives and HLM Design and describes the proposed Scope of Services.

The scope of planning services being provided to Okaloosa County for development of a North County Needs Assessment is described in this Section.

PROJECT APPROACH AND UNDERSTANDING

The objective of this study is to assimilate initial space needs and operational information. The result of this study is to establish and confirm the departmental size and components, the cost and quality of the needed space, and that the program satisfies the goals and objectives of Okaloosa County and the Courts.

Okaloosa County finds itself in a similar situation to many other Counties not only in the State of Florida but also across the whole of the nation. Despite developments in technology, demand for space has outstripped availability and has placed unforeseen pressures on the capability of the county and courts to handle the demands it faces for service. In such circumstances, it is important to ascertain the underlying causes behind the individual departmental needs in order that the appropriate responsive action can be taken which will address these issues both cost-effectively and efficiently.

The product of this study will lay the groundwork for planning expansion options to meet the needs of the county for many years to come.

The existing North County functions to be included in this study are listed below with their current departmental areas:

DEPARTMENT	SF
County Administration	2,557
Judicial	7,202
Clerk	10,495
Clerk's Archives	2,500
Pre-Trial Services	864
Supervisor of Elections	1,217
Property Appraiser	2,202
Tax Collector	2,937
Sheriff	4,835
Public Defender	236
State Attorney	2,124
Guardian Ad Litem	208
Purchasing	2,196
Human Resources	2,356
Risk Management	1,100
Veteran Services	638
Information Services	1,639
Information Services (Courthouse)	513
Total	45,819

March 3, 2005

NEEDS ASSESSMENT / DATA COLLECTION

This task will comprise an in-depth review of the previous needs assessment. This needs assessment update by HLM Design & Carter Goble Associates completed in 2003 will be the basis for projecting future needs for the North County and Crestview Courthouse. The historical trends for projecting increases for population, personnel, court filings and number of employees will be assumed to be applicable for north county government and court functions. This information will then be reviewed with county staff to validate the projections indicated in the study.

Task 1.1: Review of Previous Needs Assessment

HLM Design will review the needs assessment update by HLM Design & Carter Goble Associates completed in 2003 and the 1999 study by HDR. These reviews will focus on square footage projections and the needs of individual agencies. An additional needs assessment will be prepared to cover agencies located in Crestview that were not included in the original needs assessment. These agencies include the County Administration, Judicial, Clerk of Court, Pre-Trial Services, Supervisor of Elections, Property Appraiser, Tax Collector, Sheriff, Public Defender, State Attorney, Guardian Ad Litem, Purchasing, Human Resources, Veteran's Services and Information Services. These departments are either located within the existing Crestview Courthouse or in adjacent properties.

Task 1.2: Staff Interviews

The HLM Design team will meet with the individual county and court agencies to validate the assumptions and findings. Departmental representatives will assist in the assessment of current and historical staffing, types of current space usage, interaction with other departments and parking requirements. Adjustments and clarifications will be documented, and these will be used to update the initial findings.

An initial kick-off for staff interviews is proposed to be a one day session either meeting with the entire group of department representatives or in smaller groups of users.

Subsequent interviews are proposed to be scheduled over a two day period with individual appointments for the respective departments.

Task 1.3: Board Presentation

The HLM Design team will schedule a presentation to the Board of County Commissioners at a regularly scheduled board meeting to present the findings and recommendations from the study. This report will be accompanied by a report in narrative form which describes the process, results and recommendations.

Optional Tasks

Tasks not included in this proposal but could be considered and initiated by the County as an extension of this proposal include:

Survey of existing Bank Building

Departmental Test fit of existing bank Building

Facility Survey of the existing Crestview Courthouse

Departmental test-fits for Crestview Courthouse expansion

March 3, 2005

SECTION II - DESIGN FEES

HLM Design will provide the services described in *Section I – Scope of Services* for a lump sum fee of \$24,500.

The design fees reflect labor costs only. HLM Design travel related costs (airfare, auto, hotel, and per diem) are considered reimbursable costs. We would anticipate six [6] man trips to fulfill the scope of work outlined above and would estimate travel reimbursables to be \$ 4000.00 for budgeting purposes.

All reproduction costs for interim and final deliverables are also considered reimbursable costs.

Standard of Care

All services shall be performed in accordance with the professional skill and judgement that can reasonably be expected from other architects and engineers performing similar services to those required. Nothing contained herein shall be deemed to require HLM Design to exercise a greater standard of care than the normal standard of care set forth in the previous sentence. HLM Design makes no warranties express or implied.

SECTION III - PROJECT SCHEDULE

We anticipate the total duration of the needs assessment process to be approximately 4 weeks, based upon the Scope of Services described in this document. A detailed Project Schedule will be prepared upon approval of the scope of services and will be provided.

ORIGINAL

Additional Services Agreement #5

CONTRACT #C03-0949-BCC2-55

Shalimar Governmental Complex, Okaloosa County, FL

Project

3007900

Project Number

Okaloosa County Board of Commissioners

Owner/Client ("Client")

May 17, 2005

Date

Client authorizes HLM Design Heery International ("HLM") to proceed with the following Additional Services as of the earlier of (i) the date HLM began performing the Additional Services or (ii) the date listed above. The Additional Services shall be provided according to the terms in our agreement dated June 4, 2003 (the "Base Agreement") as follows:

Scope:

1. Provide a conceptual master plan study to address the space needs for the north county. This study will be based on the findings documented in the recently completed North County Needs Assessment and includes:
 - a. Identification of agencies to be relocated from the Crestview courthouse to the vacated bank building.
 - b. Preparation of master plan drawings showing potential blocking and stacking of agencies within the vacated bank building.
 - c. Identification of agencies/court functions to remain in the Crestview courthouse.
 - d. Preparation of master plan drawings showing potential blocking and stacking options for the renovated courthouse, to include any required additions.
 - e. Hard copies of the bank building drawings will be provided to HLM by the county. The county will also provide AutoCAD drawing files of the most up-to-date drawings of the Crestview courthouse.
 - f. Provide advance copies of the master plan drawings to the county for distribution to the county commission prior to their board meeting.
 - g. Present the master plan drawings to the Board of County Commissioners at a scheduled board meeting.
2. Prepare a brief executive summary (1 to 2 pages) outlining potential site location options for the new county courthouse annex extension. Discussion of the options may be conducted at a scheduled board meeting.
3. Prepare a brief summary which outlines the master plan of retaining the Sheriff's Department in their current building, along with utilizing additional space at the Brierwood office facility.

Compensation:

Lump sum fee of \$23,000.00 plus reimbursable expenses.

Schedule:

Prepare documents for presentation at the board meeting scheduled for June 7, 2005. Advance copies will be distributed to the county on May 31, 2005.

Note: If this Agreement is used in conjunction with an AIA document, the term "Additional Services" shall have the same meaning as "Change in Services."

Except as otherwise set forth herein, the terms and conditions of the Base Agreement govern this Additional Services Agreement.

The parties acknowledge their acceptance by signing in the space provided.

Client

By: 

Name: Chris Holley

Title: County Manager

Date: 5/23/05

HLM Design Heery International

By: 

Name: Michael J. Wass, P.E.

Title: Vice President

Date: May 17, 2005

Contract C03-0949-BCC2-55

ORIGINAL

HLMDesign
HEERY INTERNATIONAL INC

Additional Services Agreement #6

#049

Shalimar Governmental Complex, Okaloosa County, FL

Project

3007900

Project Number

Okaloosa County Board of Commissioners

July 5, 2005

Owner/Client ("Client")

Date

Client authorizes HLM Design Heery International ("HLM") to proceed with the following Additional Services as of the earlier of (i) the date HLM began performing the Additional Services or (ii) the date listed above. The Additional Services shall be provided according to the terms in our agreement dated June 4, 2003 (the "Base Agreement") as follows:

Scope:

This Additional Service Agreement provides for services to be performed for the North County Facilities:

1. **Program** - This task will comprise the preparation of a detailed space program based on the decisions made in the Needs Assessment.
 - a. **User Group Meetings**

The first task under Programming is to conduct interviews/user group meetings with all the agencies that will be housed in the renovated buildings. These meetings will determine the general types of spaces needed, departmental adjacencies, operational parameters, and confirm staff growth for each agency. From these meetings, a draft of the space program will be prepared.
 - b. **Development of Space Standards**

As a follow-up to the user group meetings, the design team will review space standards and illustrations from the South County program that will be used for the preparation of the detailed space program. These space standards will cover sizes and parameters of typical spaces common to all agencies.
 - c. **Development of Space Program**

Information gathered in the user group meetings and the review of the South County space program will be compiled into a working space program document. This document will result in a total projected space allocation for the new and renovated building.
 - d. **Prepare Draft Program**

Once the space program is developed, a draft program will be issued for review. Additional user group meetings will be held to review the program in depth.
 - e. **Prepare Final Program Report**

Information gathered from the draft program user group meetings will be incorporated into the document and a final program report will be issued. This program will be the basis for the development of physical spaces during the subsequent design phases.
2. **Existing Facility Survey** - This task will focus on a review of the existing facilities at the Crestview Courthouse and First National Bank Building. The review will center on an evaluation of the engineering systems of the facility, the available square footage, an ADA and code analysis, and an evaluation of the overall physical condition of the facility. A brief report will be prepared outlining the findings of the survey.
 - a. In addition, a concept plan will be prepared to document the allocation of spaces in the First National Bank Building as determined in the space program. A meeting will be held with Facilities personnel to review the concept plan.

Additional Services Agreement #6



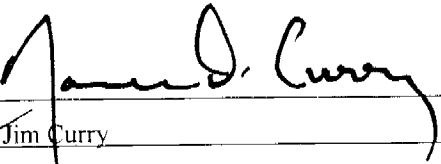
ARCHITECTURE
ENGINEERING
PLANNING

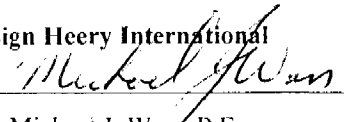
Compensation:

1. Programming	\$14,500
2. Facility Survey	<u>\$ 9,500</u>
Total Lump Sum Fee	\$24,000 plus reimbursable expenses

Note: If this Agreement is used in conjunction with an AIA document, the term "Additional Services" shall have the same meaning as "Change in Services."

Except as otherwise set forth herein, the terms and conditions of the Base Agreement govern this Additional Services Agreement.
The parties acknowledge their acceptance by signing in the space provided.

Client
By: 
Name: Jim Curry
Title: Interim County Manager
Date: 7/8/05
Contract C03-0949-BCC2-55

HLM Design Heery International
By: 
Name: Michael J. Wass, P.E.
Title: Vice President
Date: July 5, 2005

Additional Services Agreement #7

CONTRACT # C03-0949-BCC2-55

Shalimar Governmental Complex, Okaloosa County, FL*Project***3007900***Project Number***Okaloosa County Board of Commissioners***Owner/Client ("Client")***August 25, 2005***Date*

Client authorizes HLM Design Heery International ("HLM") to proceed with the following Additional Services as of the earlier of (i) the date HLM began performing the Additional Services or (ii) the date listed above. The Additional Services shall be provided according to the terms in our agreement dated June 4, 2003 (the "Base Agreement") as follows:

Scope:

This Additional Service Agreement provides for services to be performed for the Crestview Courthouse:

1. **Crestview Courthouse Facility Survey (Cost Estimator)** - This task provides the opportunity for the design team's cost consultant to observe the condition and spaces in the Crestview Courthouse. This first hand knowledge will enable the consultant to provide more accurate conceptual cost data based on future schematic design documents for the renovation of the courthouse.
2. **Crestview Courthouse As-Built Drawings** - This task involves the preparation of as-built floor plan documents of the Crestview Courthouse to be used for the preparation of renovation drawings as follows:
 - a. Electronic floor plan files will be provided by the county.
 - b. The plans will be adjusted so that main core elements stack.
 - c. The courthouse will be surveyed to verify that main building elements are accurately located on the plans. This includes exterior walls and features, core elements, primary interior walls, and main circulation systems.

Compensation:

- | | |
|--|--|
| 1. Facility Survey – Cost Estimator | \$ 1,150 |
| 2. Facility Survey – As-Built Drawings | \$ 4,850 |
| Total Lump Sum Fee | \$ 6,000 plus reimbursable expenses |

Schedule:

The survey trip will be scheduled upon acceptance of this Additional Service.

Note: If this Agreement is used in conjunction with an AIA document, the term "Additional Services" shall have the same meaning as "Change in Services."

Except as otherwise set forth herein, the terms and conditions of the Base Agreement govern this Additional Services Agreement. The parties acknowledge their acceptance by signing in the space provided.

Client

By: _____

Name: Jim CurryTitle: County Administrator

Date: _____

HLM Design Heery International

By: _____

Name: Michael J. Wags, P.E.Title: Vice PresidentDate: August 25, 2005

Contract C03-0949-BCC2-55

CONFIDENTIAL

Additional Services Agreement #8

Contract C03-0949-BCC2-55

Shalimar Governmental Complex, Okaloosa County, FL

Project

3007900

Project Number

Okaloosa County Board of Commissioners

Owner/Client ("Client")

October 11, 2005

Date

Client authorizes HLM Design Heery International ("HLM") to proceed with the following Additional Services as of the earlier of (i) the date HLM began performing the Additional Services or (ii) the date listed above. The Additional Services shall be provided according to the terms in our agreement dated June 4, 2003 (the "Base Agreement") as follows:

Scope:

Provide a site analysis and development options for the original 10-acre property located adjacent to the Shalimar Elementary School. Tasks include:

- Location of a new courthouse meeting 10-year space projections and possible expansion options.
- Location of structured parking to meet 10-year requirements plus expansion options for future parking.
- Provide required storm water/drainage systems on site.
- Locate site access points and on-site circulation paths.

Site plans of the options will be provided to the county for review and comment. No formal presentations are included in this scope.

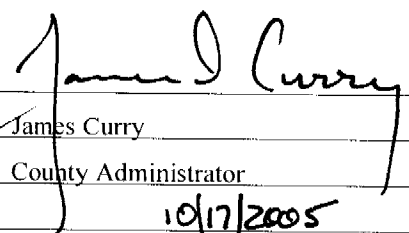
Compensation:

Lump sum fee of \$8,500.00 plus reimbursable expenses.

Note: If this Agreement is used in conjunction with an AIA document, the term "Additional Services" shall have the same meaning as "Change in Services."

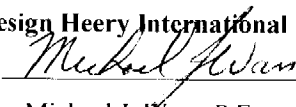
Except as otherwise set forth herein, the terms and conditions of the Base Agreement govern this Additional Services Agreement.
The parties acknowledge their acceptance by signing in the space provided.

Client

By: 
Name: James Curry
Title: County Administrator
Date: 10/17/2005

Contract C03-0949-BCC2-55

HLM Design Heery International

By: 
Name: Michael J. Wass, P.E.
Title: Vice President
Date: October 11, 2005

Additional Services Agreement #9

HLMDesign
HEERY INTERNATIONAL INC
Contract C03-0949-BCC2-55

Shalimar Governmental Complex, Okaloosa County, FL*Project***3007900***Project Number*

Okaloosa County Board of Commissioners*Owner/Client ("Client")***August 17, 2006***Date*

Client authorizes HLM Design-Heery International ("HLM Design-Heery") to proceed with the following Additional Services as of the earlier of (i) the date HLM Design-Heery began performing the Additional Services or (ii) the date listed above. The Additional Services shall be provided according to the terms in our agreement dated June 4, 2003 (the "Base Agreement") as follows:

Scope:

Provide geotechnical exploration and report for the proposed Okaloosa Walton College site per the attached Scope of Services.

Compensation:

Lump sum fee of \$22,900.00, plus reimbursable expenses.

Schedule:

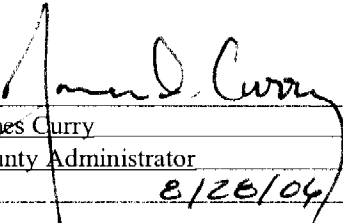
Field investigations will start within 2 weeks of the Notice to Proceed, with the final report following in approximately 6 weeks.

Note: If this Agreement is used in conjunction with an AIA document, the term "Additional Services" shall have the same meaning as "Change in Services."

Except as otherwise set forth herein, the terms and conditions of the Base Agreement govern this Additional Services Agreement.

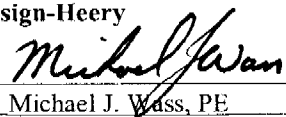
The parties acknowledge their acceptance by signing in the space provided.

Client

By: 
Name: James Curry
Title: County Administrator
Date: 8/28/06

Contract C03-0949-BCC2-55

HLM Design-Heery

By: 
Name: Michael J. Wass, PE
Title: Vice President
Date: August 17, 2006

SCOPE OF SERVICES
GEOTECHNICAL INVESTIGATION
OKALOOSA COUNTY GOVERNMENT

GENERAL

Provide all labor, materials and equipment to perform subsurface exploration work, and permeability tests at the project site. Secure necessary site samples, perform laboratory tests, and prepare geotechnical report. Scope of services also includes review of Specification Section 02210- Excavation for Structures at the 90% submittal for compliance with geotechnical requirements. Boring locations are shown on the Boring Location Plan BLP-1.

The Geotechnical Consultant shall:

1. Conform to all local or state rules and regulations concerning soil exploration activity.
2. Secure and pay for all necessary permits.
3. Obtain existing site borings from Owner for review.
4. Coordinate start of site work with Owner.
5. Establish location of all utilities and services in work area and protect them to avoid damage. Adjustment of boring locations shown on BLP-1 to miss existing utilities or structures is permissible.
6. Measure and stake boring locations.
7. Securely cover boring holes during work.
8. Fill boring or other holes made during subsurface exploration to Owner's satisfaction with similar material (including repair of existing paving) prior to Geotechnical Consultant leaving site.
9. Repair all damage to property as a result of subsurface exploration work.
10. Retain representative soil samples in properly sealed glass jars for a minimum of 60 days after submission of the geotechnical report and submit samples to Owner upon request.
11. Review, redline, and return to the Architect the Specification Section 02210 for compliance with geotechnical requirements.

HLM Design/Heery International invites comments and suggestions from the Geotechnical Consultant regarding the subsurface exploration program outlined herein.

STANDARD GEOTECHNICAL INVESTIGATION REQUIREMENTS

A. Draw Plot Plan:

1. Locate borings in relation to property lines and/or existing permanent structures.
2. Show proposed structure as provided by Architect. Indicate scale and north arrow.
3. Show surface elevation at boring locations referenced to an established benchmark on or adjacent to the site and tied to property survey elevations.

B. Make borings at or near points specified on the Boring Location Plan:

1. All work shall conform to local or state rules and regulations concerning soil exploration activity. Secure and pay for all necessary permits and obtain the Owner's permission to proceed. Securely cover boring holes during work

and backfill all boring holes on completion of the work to insure safety, health and welfare of the public.

2. Establish location of all utilities and services in work area to avoid damaging them. Adjustment of boring locations to miss existing utilities and structures is permissible.
3. All borings located within the limits of the proposed building shall be to bedrock (if practical and applicable). The bedrock shall be cored a minimum of fifteen feet deep at each boring and as deep as required to provide complete recommendations.
4. When apparent bedrock is found and is not too far below grade, one or more test pits must be dug to determine the degree of fracturing and the rock elevation variation if deemed necessary by the Geotechnical Engineer to provide complete recommendations.

C. Drilling requirements:

Method of drilling or excavating is optional with the Geotechnical Consultant. Methods shall provide clean hole with undisturbed soil for sampling when required.

Borings types as listed on drawing BLP-1:

- | | |
|------|--|
| SB-x | Structural borings for foundation design. Extend boring auger to refusal. Core rock layers to determine rock quality and integrity. Depth of rock cores to be determined by Geotechnical Consultant. Minimum core depth to be 15 ft. |
| CB-x | Civil borings for general sitework design. Depth to be determined by Geotechnical Consultant. |

Number and depth of borings required:

- | | |
|-----|--|
| SB: | 12 @ 50'-0" deep |
| CB: | 9 for pavement design |
| CB: | 7 for stormwater retention/detention areas |

D. Keep boring logs of the drilling operations:

1. Sampling shall be performed in accordance with ASTM D1586 and D1587. For rock material, obtain 2-1/8" inch diameter continuous rock cores for full depth of borings.
2. Plot vertical sections of the borings showing the materials encountered. Reference depths to the existing grade elevations.
3. Boring logs must include: the number of blows per foot of penetration, general moisture condition of samples, sampling procedure and type of sampling tool used.
4. Record water levels in all borings at the time the boring is made and again after a period of 24 hours.
5. Record and describe the size and character of obstructions encountered (e.g. boulders, foundations, piping, etc.).
6. Report percentage of core recovery from rock material penetration.
7. Provide soil classification according to the Unified Classification System.
8. Report pH level in the upper five feet of soil.

E. Perform all necessary laboratory testing:

1. Determine the natural moisture content, Atterburg limits, natural density, unconfined compressive strength, and settlement characteristics of the soil samples.
2. Perform all other tests that are required to establish the foundation recommendations and to fulfill other requirements listed in these criteria.
3. Permeability Testing – Double Ring Infiltrometer Testing

F. The completed report must include:

1. General discussion of the site and the subsurface conditions.
2. The plot plan described in “A” and in an approved CAD format.
3. Boring logs as described in “D”.
4. Laboratory test results as described in “E”.
5. Recommendations on the following:
 - a. A range of practical foundation alternatives and the most desirable and economical foundation system.
 - b. Site preparation requirements.
 - c. Allowable vertical and lateral bearing values. When deep foundations are recommended, provide lateral bearing values and coefficient of soil modulus variation for both of the supporting elements and for supported cap or grade beam. Provide uplift capacities of deep foundations.
 - d. Equivalent fluid pressure to be used for retaining walls with the applicable loading diagrams of each. Provide active, passive, at-rest values, and coefficient of friction and the applicable use of each.
 - e. Estimation of the total and differential settlements for the foundation systems considered.
 - f. Considerations for design of slab-on-grade including modulus of subgrade reaction, compacted fill specifications (including gradation requirements), and suitability of on-site materials for use as compacted fill below buildings, paving and utility trenches. Recommendations for structural slab-on-grade, if required.
 - g. Recommendations for subgrade and foundation drainage systems including the use of locally available filter aggregates and their gradation, geotextile fabrics, drain pipe size, etc. If underslab systems are required, provide pipe size, spacing, and probable flow rates.
 - h. Description of the probable variations in elevation and movements of subsurface water due to seasonal influences. Describe any conditions peculiar to the site such as flood plain, river elevations artesian wells, etc. Estimate seasonal high water table at each boring location.
 - i. Construction considerations and potential construction problems that may arise due to the character of the soil or to the existing structures adjacent to new construction.
 - j. Angle of load transfer from foundations through soil with respect to vertical.
 - k. Stability of slopes, both temporary and permanent.
 - l. Seismic characteristics of site including seismic zone, characteristic site period, soil profile and site class per the IBC and response spectrums where required.
 - m. Unusual soil erosion control problems during or after construction.

- n. Construction inspection recommendations for on site Geotechnical Engineers.
- o. Analysis of soils to establish the presence of potentially expansive, deleterious and chemically active or corrosive materials, such as, but not limited to sulfate content, chloride content, and presence of radon gas.
- p. Locally or regionally unique characteristics such as the presence of gas, mine shafts, caves or sink holes regardless if encountered during the field investigation. When present, provide recommendations to address the specific condition with respect to foundations, pavements and utilities.
- q. Evaluation of depth of material requiring rock excavation and method of removal.
- r. Temporary excavation and temporary protection, such as excavation sheeting, underpinning and temporary dewatering systems.
- s. Recommendation for stormwater retention/detention methods.
- t. Provide recommendations for protecting structures from radon if tests indicate the presence of radon gas.

6. Recommendations for utility and pavement design:

- a. Foundation characteristics of soil for pavement design including: modulus of subgrade reaction and estimated Limerock Bearing Ratio (LBR), provide concrete and flexible pavement (bituminous) thickness design recommendations for vehicle arteries, parking areas and loading docks.
- b. Provide compacted fill specifications and recommendations of suitable on-site materials and local granular fill materials (modified or standard proctor) for pavement sub-bases, fill areas and utility trench backfill.
- c. Recommendations on whether or not native soils are capable of supporting underground utilities and structures. Provide alternative recommendations when native soils are incapable of support.
- d. Provide alternative recommendations to address high groundwater conditions on pavement base courses if high groundwater conditions are encountered during the investigation. Recommendations shall address fill material depth to alleviate this concern and the use of underdrain systems. For underdrain systems, provide pipe size, spacing, probable flow rates and filter aggregate type and gradation.
- e. Discuss locally available granular fill materials such as sand, gravel, pea rock, etc., and describe per local State Highway Department specifications, if available.
- f. Recommendations if on-site rock exist within utility installation depths.

7. Recommendations for stormwater retention/detention systems:

- a. Provide an estimate of the seasonal high groundwater table elevation at each soil boring.
- b. Provide the input parameters needed to run the PONDS recovery program to model underground exfiltration trench systems and dry retention ponds. These parameters include the base of aquifer

elevation (feet), horizontal saturated hydraulic conductivity (ft/day), vertical unsaturated infiltration (ft/day), and the fillable porosity of the aquifer (%).

G. Structure Description:

The Government Center will consist of a five story structure with one level on grade, 4 elevated floors and a roof. The structure will consist of composite steel framing for the elevated floors and joists supported by steel framing for the roof. The column spacing is anticipated to be 30'-0"x40'-0" and the anticipated maximum column load is 900 kips.

H. Miscellaneous:

1. Geotechnical Engineer is to keep in contact with their field crews and the Architect during the field work period. Based on field observations, the Geotechnical Engineer shall advise the Architect of unanticipated conditions, and shall suggest explorations in addition to those borings requested, when more work is required to provide a complete interpretation of subsoil conditions prior to field crew evacuating the site.
2. Provide HLM Design/Heery International with target date as to when the recommendations can be made following the receipt of authorization to proceed.
3. Submit a preliminary Geotechnical Investigation Report to HLM Design/Heery International for review and comment prior to submitting the final Geotechnical Investigation Report.
4. Cost proposals shall include unit prices for all operations.
5. Geotechnical Engineer shall make any other recommendations deemed necessary for the successful installation and functioning of all systems.
6. HLM Design/Heery International shall be furnished with four copies of the completed report.

Additional Services Agreement #10

Contract C03-0949-BCC2-55

Shalimar Governmental Complex, Okaloosa County, FL*Project***3007900***Project Number*

Okaloosa County Board of Commissioners*Owner/Client ("Client")***August 17, 2006***Date*

Client authorizes HLM Design-Heery International ("HLM Design-Heery") to proceed with the following Additional Services as of the earlier of (i) the date HLM Design-Heery began performing the Additional Services or (ii) the date listed above. The Additional Services shall be provided according to the terms in our agreement dated June 4, 2003 (the "Base Agreement") as follows:

Scope:

Provide boundary and topographic surveys for the proposed Okaloosa Walton College site per the attached Scope of Services.

Compensation:

Lump sum fee of \$14,500.00, plus reimbursable expenses.

Schedule:

Field work will start within 2 weeks of the Notice to Proceed, with the final surveys following in approximately 3 weeks.

Note: If this Agreement is used in conjunction with an AIA document, the term "Additional Services" shall have the same meaning as "Change in Services."

Except as otherwise set forth herein, the terms and conditions of the Base Agreement govern this Additional Services Agreement.

The parties acknowledge their acceptance by signing in the space provided.

ClientBy: Name: James CurryTitle: County AdministratorDate: 8/28/06**HLM Design-Heery**By: Name: Michael J. Wass, PETitle: Vice PresidentDate: August 17, 2006**Contract C03-0949-BCC2-55**



SF.55 Land Survey Instructions

PROJECT NAME: Okaloosa County Government Center

PROJECT NO.: 3007900

LOCATION: Okaloosa Walton Community College

FORM PREPARED BY: Linda Bennett

DATE: July 12, 2006

Furnish a plat of survey and related data for the subject project as follows:

SURVEY AREA DESCRIPTION

Attached map indicating survey limits.

USE OF DRAWINGS

It is understood that the Owner, or Architect/Engineer in his behalf, may reproduce drawings and distribute prints of plat of survey in connection with the use or disposition of the property without incurring obligation for further payment.

INSTRUCTIONS

Submit data files on a 3-1/2" diskette or CD along with a complete listing of the level/layer scheme including colors and line styles and any special configuration set-up. Data is to be submitted in either .dgn, .dwg or .dxf format. Compressed files are acceptable when providing large graphic files. In addition, provide a Geopak TIN file if Geopak is used for survey processing. If Geopak is not used, provide a 3-D design file with the TIN loaded in the correct x-y-z plane. Microstation is the preferred file type, although Autocad is acceptable. Also provide an ASCII survey file containing x-y-z and survey features information listed in a consistent format. Upon completion, furnish one set of black line prints at a scale of 1" = 30' on 24" x 36" sheets with the registered land surveyor's seal and signed certification that all information thereon is correct. Include name, address, phone number of surveyor, and date completed.

The survey work shall conform to all laws and regulations. Obtain permissions, passes, etc., as required for property entry. Legal recording in public office shall be done as required by law.

Upon completion, furnish a CAD file and 3 signed and sealed surveys. Provide surveyor's seal and signed certification of the registered land surveyor that all information thereon is correct. Include name, address, phone number of surveyor, and date completed.

I. TOPOGRAPHIC SURVEY REQUIREMENTS

Survey Datum - All bench marks used shall be field verified by close circuit leveling and shall be described on plat of survey. A minimum of two benchmarks shall be utilized. Datum shall be established site datum; if not available, use USGS datum or local municipal datum if appropriate.

Establish and indicate three job marks on permanent structures such as building foundations or walls outside the proposed construction area.

SF.55 Land Survey Instructions

COORDINATE SYSTEM AND SURVEY GRID

Establish and show a 50 ft. northeast quadrant grid system for elevations. Use established on-site coordinate system; if available.

Extend survey area 100 ft. beyond property lines and include adjacent roads.

ELEVATIONS

Show on plat of survey all measured grid spot elevations. Measure ground elevations to 0.10 ft. and pavement, railroad, sidewalks, invert elevations etc. to 0.01 ft.

Show water surface elevation of water bodies and streams and date measured. Locate flood control elevation if project lies within an established flood plain.

Measure elevations along surfaced roads at 50 ft. maximum intervals. Indicate elevation of high points and start/ending radius points, etc. Include the centerline and both edges of pavement, tops and gutters of curbs, and on the side adjoining the site, shoulder line, bottom ditch, top of banks, property or R.O.W. line. Along railroad tracks include, at 50 ft. maximum spacing, the top of rail, edge of slope, bottom of ditch, exterior top of bank.

Indicate the rim elevation, inflow and outflow, pipe sizes and materials, and each invert elevation at manholes, catch basins, and area drains. Include next adjacent off-site manhole regardless if it is in the indicated survey area or not.

Plot one ft. interval contours. Plot two ft. interval contours if slope is steeper than 1:1.

SURFACE FEATURES

Map and label all surface features including buildings, (dimension exterior walls) road surfaces, (e.g., asphalt) walks, lawns, poles, and streams. Dimension pavement widths between back of curbs, back of walks and tie to property lines.

Locate all small or medium understory on-site isolated trees, 2" DBH (diameter at breast height) and above with name, DBH and spread of branches shown in scale. Locate all large or canopy on-site isolated trees 4" DBH and above with name, DBH and spread of branches shown in scale. Indicate the outline spread of trees when in clumps or massed and provide name and diameter of each tree along the perimeter.

Show the location of test borings and ground elevation at top of holes, if apparent.

General property lines with lot and block numbers, etc.

Indicate type of overhead lines, poles and guy wires.

Give the contemplated date and description of any proposed municipal or private improvements to utilities adjacent to site.

List the zoning description of property; including height restrictions, building line and setback requirements, if any. Give the names of owners and zoning of adjacent property within 50 ft. of site property lines.

SF.55 Land Survey Instructions

UNDERGROUND FEATURES

Show all known underground utilities including, but not limited to, sewers, water, electric, telephone, television cables, gas mains and other underground features such as known foundations or basements. Compile data from utility companies and other known records supplemented by observed surface features. Coordinate with and obtain from the Owner as-built plans and indicate underground utilities such as sewers, electric cables, roof and foundation drains, lawn irrigation systems, etc.

II. PROPERTY SURVEY REQUIREMENTS

A State licensed land surveyor shall perform a retracement survey. The boundary survey may be combined with topographic. Request and obtain from the Owner necessary deeds, abstracts, etc. to define Owner's land holdings. Explain on the drawings discrepancy between field found and record data.

FIELD MEASUREMENTS

The property shall be retraced and measured in the field.

Measurements shall be carefully made and a proper balance maintained between the precision of angular and distance measurements. The unadjusted error of closure shall not exceed one part in 10,000 parts.

After this precision has been achieved, adjust results by accepted methods such as compass rule and show as a mathematically exact closure. State coordinates shall be furnished if required by law.

CORNER MARKERS

Set 3/4" diameter x 18" long iron stakes at all corners which are not already marked with concrete monuments or iron stakes. Set concrete monuments at all corners. Monuments shall be precast 4 inches in diameter by 36 inches long, and have a 3/4 inch diameter steel rod or pipe embedded full length.

DRAWINGS

Plot and label the following information including, but not limited to:

Exterior and interior property lines and corners. Show record and field measured lengths, bearings and curve data (radius, arc length, central angle, and long chord bearing and distance). Show magnetic north; north basis of bearings if known. (Provide coordinates of property line intersections)

Description of all corner irons and other boundary markers with indication of found or set. Indicate and dimension any encroachments.

Indicate all easements of record, encroachments, and rights-of-way within and adjoining the property. Locate fences near property lines by dimension. Show all existing structures such as buildings or bridges within 25 feet of the property; detail party walls, land walls and foundations adjacent to lot lines.

State coordinate or U.S. Land Survey monuments.



SF.55 Land Survey Instructions

Area in square feet if less than one acre and in acres (to .001 acre) if over one acre.

Provide a legal description(s) suitable for conveyance purposes. Reference property abstracts, deeds and other records. Explain in a short report, the discrepancies between the survey and the recorded legal descriptions procedures to reestablish monuments and recommended actions to quiet title.

Owner: Okaloosa County

Contact Person: Donna Miller

Title: Assistant County Manager

Phone Number: 850-689-5007

REQUIREMENTS FOR CONTROLLED MEASUREMENTS

PROJECT NO.: 3007900 DATE: July 12, 2006

In addition to those location measurements made for plotting purposes, the following coordinates shall be obtained by field measurement to the following precision and shown on the plat of survey.

Locations to nearest 0.01 ft:

- Road pavement centerlines and back of curbs
- Retaining walls and the like
- Fences along or near boundaries

Locations to nearest 0.10 ft.:

- Fences
- Utility poles
- Manholes, catch basins, electric vaults, etc.
- Valve boxes, PIV's, and other water main appurtenances
- Road curve points

Locations to nearest 0.001 ft.:

- Property corners

Interior floor elevations shall be measured as indicated on the survey limit drawings. Measure to the nearest 0.01-foot for the following buildings:

REQUIREMENTS FOR FIELD STAKING SOIL BORINGS

PROJECT NO.: 3007900

DATE: July 12, 2006

Measure the top elevations and make location measurements to the nearest 0.10 ft. \pm at all proposed soil borings made on this project. Show all survey data on a map.

The number of borings is estimated to be 25.

Coordinate the work schedule and method of marking borings with all others involved.

Additional Services Agreement #11

<u>Shalimar Governmental Complex, Okaloosa County, FL</u>	<u>3007900</u>
<i>Project</i>	<i>Project Number</i>
<u>Okaloosa County Board of Commissioners</u>	<u>July 3, 2007</u>
<i>Owner/Client ("Client")</i>	<i>Date</i>

Client authorizes HLM Design-Heery International ("HLM Design-Heery") to proceed with the following Additional Services as of the earlier of (i) the date HLM Design-Heery began performing the Additional Services or (ii) the date listed above. The Additional Services shall be provided according to the terms in our agreement dated June 4, 2003 (the "Base Agreement") as follows:

Scope:

Provide geotechnical exploration and report for the proposed Fairgrounds site per the attached Scope of Services.

Compensation:

Lump sum fee of \$24,900.00, plus reimbursable expenses.

Schedule:

Field investigations will start within 2 weeks of the Notice to Proceed. A preliminary report will be available 2 weeks after field investigations are complete. The final report will be delivered within 7 weeks of the Notice to Proceed.

Note: If this Agreement is used in conjunction with an AIA document, the term "Additional Services" shall have the same meaning as "Change in Services."

Except as otherwise set forth herein, the terms and conditions of the Base Agreement govern this Additional Services Agreement. The parties acknowledge their acceptance by signing in the space provided.

Client

By: James D. Curry
Name: James Curry
Title: County Administrator
Date: 7/3/07

Contract C03-0949-BCC2-55

HLM Design-Heery

By: Michael J. Wass
Name: Michael J. Wass, PE
Title: Vice President
Date: July 3, 2007

Transmittal Letter

Okaloosa County Government Center

Project
Okaloosa County Administrator's Office

To
1804 Lewis Turner Blvd. Suite 400

Fort Walton Beach, FL 32547

3007900

Mr. Jim Curry

(850) 651-7515

Attn:

Contact Phone Number

Project No.

(0)

Division No.

3/28/07

Date

Re:

(Ship Via: ☐ EXPRESS ☒ Overnight ☐ 2-day ☐ First Class ☐ Hand Delivery ☐ Other)

We Transmit

☒ Herewith

☐ Under separate cover via _____

☐ In accordance with your request _____

The Following

☐ Drawings

☐ Specifications

☐ Change Order

☐ Approval

☐ Product Literature

☒ Additional Service

For Your

☐ Distribution to Parties

☐ Review & Comment

☐ Use

☐ Information

☐ Record

☒ Approval

Copies	Date	Description	Action Code
2	3/28/07	Additional Service #11 – Geotechnical Services	

Action Code

A Action indicated on item transmitted

B No action required

Remarks

C For Signature and return to this office

D For signature and forwarding as noted under remarks

E See Remarks below

Jim – Here is the add service for the geotech services at the fairgrounds property. Please return one (1) signed copy to us for our records. Thanks.

Distribution

☐ Owner

☐ Owner's Representative

☐ Construction Manager

☐ General Contractor

☐ File

By:

Robert E. Egleston, AIA

Project Manager

SCOPE OF SERVICES
GEOTECHNICAL INVESTIGATION
OKALOOSA COUNTY GOVERNMENT

GENERAL

Provide all labor, materials and equipment to perform subsurface exploration work, and permeability tests at the project site. Secure necessary site samples, perform laboratory tests, and prepare geotechnical report. Scope of services also includes review of the Earthwork Specification Section at the 90% submittal for compliance with geotechnical requirements. Boring locations are shown on the Boring Location Plan BLP-1.

The Geotechnical Consultant shall:

1. Conform to all local or state rules and regulations concerning soil exploration activity.
2. Secure and pay for all necessary permits.
3. Obtain existing site borings from Owner for review.
4. Coordinate start of site work with Owner.
5. Request revised boring location plan from the Architect (Heery / HLM Design).
6. Establish location of all utilities and services in work area and protect them to avoid damage. Adjustment of boring locations shown on BLP-1 to miss existing utilities or structures is permissible.
7. Measure and stake boring locations.
8. Securely cover boring holes during work.
9. Fill boring or other holes made during subsurface exploration to Owner's satisfaction with similar material (including repair of existing paving) prior to Geotechnical Consultant leaving site.
10. Repair all damage to property as a result of subsurface exploration work.
11. Retain representative soil samples in properly sealed glass jars for a minimum of 60 days after submission of the geotechnical report and submit samples to Owner upon request.
12. Review, redline, and return to the Architect the Earthwork Specification for compliance with geotechnical requirements.

Heery / HLM Design invites comments and suggestions from the Geotechnical Consultant regarding the subsurface exploration program outlined herein.

STANDARD GEOTECHNICAL INVESTIGATION REQUIREMENTS

A. Draw Plot Plan:

1. Locate borings in relation to property lines and/or existing permanent structures.
2. Show proposed structure as provided by Architect. The proposed structure will be provided in the revised boring location plan. Indicate scale and north arrow.
3. Show surface elevation at boring locations referenced to an established benchmark on or adjacent to the site and tied to property survey elevations.

B. Make borings at or near points specified on the Boring Location Plan:

1. All work shall conform to local or state rules and regulations concerning soil exploration activity. Secure and pay for all necessary permits and obtain the Owner's permission to proceed. Securely cover boring holes during work and backfill all boring holes on completion of the work to insure safety, health and welfare of the public.
2. Establish location of all utilities and services in work area to avoid damaging them. Adjustment of boring locations to miss existing utilities and structures is permissible.
3. All borings located within the limits of the proposed building shall be to bedrock (if practical and applicable). The bedrock shall be cored a minimum of fifteen feet deep at each boring and as deep as required to provide complete recommendations.
4. When apparent bedrock is found and is not too far below grade, one or more test pits must be dug to determine the degree of fracturing and the rock elevation variation if deemed necessary by the Geotechnical Engineer to provide complete recommendations.

C. Drilling requirements:

Method of drilling or excavating is optional with the Geotechnical Consultant. Methods shall provide clean hole with undisturbed soil for sampling when required.

Borings types as listed on drawing BLP-1:

- SB-x Structural borings for foundation design. Extend boring auger to refusal. Core rock layers to determine rock quality and integrity. Depth of rock cores to be determined by Geotechnical Consultant. Minimum core depth to be 15 ft.
- CB-x, PB-x Civil borings for general sitework design. Depth to be determined by Geotechnical Consultant.

Number and depth of borings required:

- SB: 13 @ 50'-0" deep
- PB: 8 for pavement design
- CB: 7 for stormwater retention/detention areas (3 of 7 include determination of aquifer parameters)

D. Keep boring logs of the drilling operations:

1. Sampling shall be performed in accordance with ASTM D1586 and D1587. For rock material, obtain 2-1/8" inch diameter continuous rock cores for full depth of borings.
2. Plot vertical sections of the borings showing the materials encountered. Reference depths to the existing grade elevations.
3. Boring logs must include: the number of blows per foot of penetration, general moisture condition of samples, sampling procedure and type of sampling tool used.
4. Record water levels in all borings at the time the boring is made and again after a period of 24 hours.
5. Record and describe the size and character of obstructions encountered (e.g. boulders, foundations, piping, etc.).

6. Report percentage of core recovery from rock material penetration.
 7. Provide soil classification according to the Unified Classification System.
 8. Report pH level in the upper five feet of soil.
- E. Perform all necessary laboratory testing:
1. Determine the natural moisture content, Atterburg limits, natural density, unconfined compressive strength, and settlement characteristics of the soil samples.
 2. Perform all other tests that are required to establish the foundation recommendations and to fulfill other requirements listed in these criteria.
 3. Permeability Testing – Double Ring Infiltrometer Testing
- F. The completed report must include:
1. General discussion of the site and the subsurface conditions.
 2. The plot plan described in “A” and in an approved CAD format.
 3. Boring logs as described in “D”.
 4. Laboratory test results as described in “E”.
 5. Recommendations on the following:
 - a. A range of practical foundation alternatives and the most desirable and economical foundation system.
 - b. Site preparation requirements.
 - c. Allowable vertical and lateral bearing values. When deep foundations are recommended, provide lateral bearing values and coefficient of soil modulus variation for both of the supporting elements and for supported cap or grade beam. Provide uplift capacities of deep foundations.
 - d. Equivalent fluid pressure to be used for retaining walls with the applicable loading diagrams of each. Provide active, passive, at-rest values, and coefficient of friction and the applicable use of each.
 - e. Estimation of the total and differential settlements for the foundation systems considered.
 - f. Considerations for design of slab-on-grade including modulus of subgrade reaction, compacted fill specifications (including gradation requirements), and suitability of on-site materials for use as compacted fill below buildings, paving and utility trenches. Recommendations for structural slab-on-grade, if required.
 - g. Recommendations for subgrade and foundation drainage systems including the use of locally available filter aggregates and their gradation, geotextile fabrics, drain pipe size, etc. If underslab systems are required, provide pipe size, spacing, and probable flow rates.
 - h. Description of the probable variations in elevation and movements of subsurface water due to seasonal influences. Describe any conditions peculiar to the site such as flood plain, river elevations artesian wells, etc. Estimate seasonal high water table at each boring location.
 - i. Construction considerations and potential construction problems that may arise due to the character of the soil or to the existing structures adjacent to new construction.
 - j. Angle of load transfer from foundations through soil with respect to vertical.

- k. Stability of slopes, both temporary and permanent.
- l. Seismic characteristics of site including seismic zone, characteristic site period, soil profile and site class per the IBC and response spectrums where required.
- m. Unusual soil erosion control problems during or after construction.
- n. Construction inspection recommendations for on site Geotechnical Engineers.
- o. Analysis of soils to establish the presence of potentially expansive, deleterious and chemically active or corrosive materials, such as, but not limited to sulfate content, chloride content, and presence of radon gas.
- p. Locally or regionally unique characteristics such as the presence of gas, mine shafts, caves or sink holes regardless if encountered during the field investigation. When present, provide recommendations to address the specific condition with respect to foundations, pavements and utilities.
- q. Evaluation of depth of material requiring rock excavation and method of removal.
- r. Temporary excavation and temporary protection, such as excavation sheeting, underpinning and temporary dewatering systems.
- s. Recommendation for stormwater retention/detention methods.
- t. Provide recommendations for protecting structures from radon if tests indicate the presence of radon gas.

6. Recommendations for utility and pavement design:

- a. Foundation characteristics of soil for pavement design including: modulus of subgrade reaction and estimated Limerock Bearing Ratio (LBR), provide concrete and flexible pavement (bituminous) thickness design recommendations for vehicle arteries on the property, turn lanes on Lewis Turner Boulevard, parking areas and loading docks.
- b. Provide compacted fill specifications and recommendations of suitable on-site materials and local granular fill materials (modified or standard proctor) for pavement sub-bases, fill areas and utility trench backfill.
- c. Recommendations on whether or not native soils are capable of supporting underground utilities and structures. Provide alternative recommendations when native soils are incapable of support.
- d. Provide alternative recommendations to address high groundwater conditions on pavement base courses if high groundwater conditions are encountered during the investigation. Recommendations shall address fill material depth to alleviate this concern and the use of underdrain systems. For underdrain systems, provide pipe size, spacing, probable flow rates and filter aggregate type and gradation.
- e. Discuss locally available granular fill materials such as sand, gravel, pea rock, etc., and describe per local State Highway Department specifications, if available.
- f. Recommendations if on-site rock exist within utility installation depths.

7. Recommendations for stormwater retention/detention systems:

- a. Provide an estimate of the seasonal high groundwater table elevation at each soil boring.
- b. Provide the input parameters needed to run the PONDS recovery program to model underground exfiltration trench systems and dry retention ponds. These parameters include the base of aquifer elevation (feet), horizontal saturated hydraulic conductivity (ft/day), vertical unsaturated infiltration (ft/day), and the fillable porosity of the aquifer (%).

G. Structure Description:

The Government Center will consist of a three story structure with a partial basement and one level on grade, two elevated floors and a roof. The structure will consist of composite steel framing for the elevated floors and joists supported by steel framing for the roof. The column spacing is anticipated to be 30'-0"x40'-0" and the anticipated maximum column load is 900 kips.

H. Miscellaneous:

1. Geotechnical Engineer is to keep in contact with their field crews and the Architect during the field work period. Based on field observations, the Geotechnical Engineer shall advise the Architect of unanticipated conditions, and shall suggest explorations in addition to those borings requested, when more work is required to provide a complete interpretation of subsoil conditions prior to field crew evacuating the site.
2. Provide Heery / HLM Design with target date as to when the recommendations can be made following the receipt of authorization to proceed.
3. Submit a preliminary Geotechnical Investigation Report to Heery / HLM Design for review and comment prior to submitting the final Geotechnical Investigation Report.
4. Cost proposals shall include unit prices for all operations.
5. Geotechnical Engineer shall make any other recommendations deemed necessary for the successful installation and functioning of all systems.
6. Heery / HLM Design shall be furnished with four copies of the completed report.

Additional Services Agreement #12

HEERY•HLM|design

Contract C03-0949-BCC2-55

CONTRACT # C03-0949-BCC4-55

Shalimar Governmental Complex, Okaloosa County, FL

Project

3007900

Project Number

Okaloosa County Board of Commissioners

November 26, 2007

Owner/Client ("Client")

Date

Client authorizes HLM Design-Heery International ("HLM Design-Heery") to proceed with the following Additional Services as of the earlier of (i) the date HLM Design-Heery began performing the Additional Services or (ii) the date listed above. The Additional Services shall be provided according to the terms in our agreement dated June 4, 2003 (the "Base Agreement") as follows:

Scope:

Provide programming services to reduce the courthouse area from 150,000 GSF to approximately 95,000 GSF.

Compensation:

Lump sum fee of \$15,000.00, plus reimbursable expenses.

Schedule:

The kick-off meeting will be scheduled for early December with individual user group meetings to follow. The programming effort is anticipated to have a duration of 2 months.

Note: If this Agreement is used in conjunction with an AIA document, the term "Additional Services" shall have the same meaning as "Change in Services."

Except as otherwise set forth herein, the terms and conditions of the Base Agreement govern this Additional Services Agreement. The parties acknowledge their acceptance by signing in the space provided.

Client

By:

Name: James D. Curry

Title: County Administrator

Date: 12-3-07

HLM Design-Heery

By:

Name: Michael J. Wass, PE

Title: Vice President

Date: November 26, 2007

Contract C03-0949-BCC2-55

A/E FEE PROPOSAL
OKALOOSA COUNTY COURTHOUSE ANNEX EXTENSION
AND SHALIMAR ANNEX RENOVATION

Design Fees for
Schematic Design thru Construction Services

Facility	Est. Constr. Cost	Basic Services		Other Services		Total Fees
		Fee %	Fee \$	Fee %	Fee \$	
Courthouse	\$ 27,550,000	7.00%	\$ 1,928,500.00	1.80%	\$ 495,900.00	\$ 2,424,400.00
Annex Renov.	\$ -	7.50%	\$ -	1.00%	\$ -	\$ -
Totals	\$ 27,550,000	7.00%	\$ 1,928,500.00	1.80%	\$ 495,900.00	\$ 2,424,400.00
					Tot. Fee Percentage	8.80%

Basic Services
Fees Include:

Architecture
Interior Design
Structural Eng.
Mechanical Eng.
Plumbing Eng.
Electrical Eng.

Other Services
Fees Include:

Landscape Arch.
Civil Eng.
Fire Protection
Security
Environ. Graphics
Audio/Visual
Acoustics

Fee Distribution by Phase

	<u>Fee Percentage</u>	<u>Fee Amount</u>
Schematic Design	10%	\$ 242,440.00
Design Development	25%	\$ 606,100.00
Construction Documents	30%	\$ 727,320.00
Bidding & Negotiation	5%	\$ 121,220.00
Construction Observation	30%	\$ 727,320.00
Total Fee		\$ 2,424,400.00

Fee Contingency

Original Fee	\$ 3,528,430.00
Fee Earned to Date	<u>\$ 879,580.00</u>
Fee Balance	\$ 2,648,850.00
Revised Fee	<u>\$ 2,424,400.00</u>
Remaining Fee (Fee Contingency)	\$ 224,450.00

HEERY HLM | design

November 26, 2007

Mr. Jim Curry
Okaloosa County Administrator
1804 Lewis Turner Boulevard
Suite 400
Fort Walton Beach, FL 32547

Architecture
Construction Management
Engineering
Facilities Management
Graphic Design
Interior Design
Program Management
Specialty Services
Strategic Facilities Planning

RE: Okaloosa County Courthouse Annex Extension
Restart Design Fees

Dear Jim:

This letter is a follow up to the recent board meeting Doug Kleppin and I attended in Fort Walton Beach. We have prepared the fee documents you requested regarding the restart of the Courthouse Annex Extension project. First, attached is Additional Service #12, which covers the re-programming effort to reduce the size of the courthouse to approximately 95,000 GSF. Secondly, I have attached our revised fee summary showing the fee distribution for all phases of the project. This fee summary allocates the remaining balance of our original fee. You will notice that, based on a 95,000 GSF courthouse, there is a small amount of fee left over that can be used as a contingency.

Our understanding is that the Board authorized us to expend up to \$100,000 in fee, including the additional service. Therefore, that would leave \$85,000 under schematic design to perform an abbreviated schematic design package for the new site. In addition, per our previous conversation, you agree to reimburse us for our outstanding expenses that we have incurred over the past year or so in an effort to finalize the site selection for the annex extension.

We would appreciate written confirmation of this agreement along with a signed copy of Additional Service #12. In the meantime, we will begin setting up the kick-off meeting for early next month. We will keep you posted on the date and time. Let us know if you have any questions or need additional information. We look forward to finally getting this project started as we know you are.

Best regards,



Robert E. Egleston, AIA
Sr. Project Manager

REE:MJW:jc
03007900 (C5)

Enclosure

Additional Services Agreement #13

Task Order

C03-0949-BCC

HEERY

Contract C03-0949-BCC2-55

Shalimar Governmental Complex, Okaloosa County, FL

Project

3007900

Project Number

Okaloosa County Board of Commissioners

Owner/Client ("Client")

May 14, 2009

Date

Client authorizes HLM Design-Heery International ("HLM Design-Heery") to proceed with the following Additional Services as of the earlier of (i) the date HLM Design-Heery began performing the Additional Services or (ii) the date listed above. The Additional Services shall be provided according to the terms in our agreement dated June 4, 2003 (the "Base Agreement") as follows:

Scope:

Provide a site / building analysis and cost study for the Shalimar Courthouse Annex which specifically addresses ADA upgrades and other growth opportunities on the campus. See attached descriptive Scope of Services.

Compensation:

Lump sum fee of \$19,500.00, plus reimbursable expenses.

Schedule:

The study will be complete in 8 weeks.

Note: If this Agreement is used in conjunction with an AIA document, the term "Additional Services" shall have the same meaning as "Change in Services."

Except as otherwise set forth herein, the terms and conditions of the Base Agreement govern this Additional Services Agreement. The parties acknowledge their acceptance by signing in the space provided.

Client

By:

Name: James Curry

Title: County Administrator

Date: 6-1-09

Contract C03-0949-BCC2-55

HLM Design-Heery

By:

Name: Michael J. Wags, PE

Title: Vice President

Date: May 14, 2009

SCOPE OF SERVICES AND FEES

This Scope of Services provides a site / building analysis and cost study for the Shalimar Courthouse Annex which specifically addresses ADA upgrades and other growth opportunities on the campus. This scope does not include consideration of housing any constitutional officers at the annex.

Evaluation Options:

Option One – Short Term Plan:

Evaluate the minimum requirements to provide ADA upgrades to the facility including publicly accessible areas and one courtroom suite. Also evaluate potential security enhancements. This option does not provide for any departmental growth and only maintains the current square footage.

TASKS:

- Identify ADA upgrades to all public areas:
 - Accessible route from parking area
 - Public entrances
 - Public counter areas
 - Public toilets
 - Courtroom / Chamber
 - Holding area
- Identify minimum-required security enhancements
- Identify temporary lease space for one courtroom during renovation

DELIVERABLES:

- Overview narrative, site plan, conceptual courtroom renovation plans, conceptual judicial chamber renovation plans, conceptual public toilet renovation plans, and cost analysis.

Option Two -- Mid Term Plan:

Evaluate the minimum requirements to provide ADA upgrades to the facility including publicly accessible areas and multiple courtroom suites. Evaluate potential security enhancements as well as additional courtroom space. This option provides modest departmental growth for the judiciary, clerk and sheriff's operations. It also improves departmental adjacencies through space consolidation / relocation.

TASKS:

- Identify ADA upgrades to all public areas:
 - Accessible route from parking area
 - Public entrances
 - Public counter areas
 - Courtrooms / Chambers
 - Holding area
- Identify gross square footage parameters / growth horizon
- Identify additional judiciary, clerk and sheriff's spaces and their locations
- Identify opportunities for space consolidation in conjunction with building additions
- Identify additional parking requirements / general location on site
- Identify stormwater / drainage modifications
- Identify minimum-required security enhancements
- Identify temporary lease space required during renovation for space consolidation

DELIVERABLES:

- Overview narrative, site plan, conceptual courtroom renovation plans, conceptual judicial chamber renovation plans, conceptual public toilet renovation plans, departmental blocking plans including building additions and cost analysis.

Option Three – Long Term Plan:

Evaluate the HDR Master Plan (1999) and identify the best long term strategy to maintain court operations at the annex through a major building addition / renovation.

TASKS:

- Identify gross square footage parameters / growth horizon
- Identify building components to remain and new building location on the site
- Identify additional parking requirements / general location on site
- Identify stormwater / drainage modifications
- Identify minimum-required security enhancements for buildings to remain
- Identify temporary lease space required during construction

DELIVERABLES:

- Narrative, site plan, massing / blocking option, phasing plan and cost analysis.

Trips:

Three trips are anticipated for this study:

- ADA survey of additional areas at annex / observation of elementary school for temporary use
- Presentation to the Board of County Commissioners

Cost Analysis:

Each of the three options will have an associated cost analysis performed. Each cost analysis will be a "rough" estimate utilizing square foot cost data. Should a more detailed cost analysis be required, the team would utilize the services of the Construction Manager for these services. We will require assistance from the County to determine locations and costs of potential lease space as required in the options.

Schedule:

Upon receipt of the Notice to Proceed, the design portion of this study will be complete in 8 weeks. Assuming a May 1 start date, we would anticipate presenting to the BCC at the end of June.

Fees:

Under our current design contract, we have approximately \$1.9 million in unused fees remaining. The fees for this study will be taken from this fee balance, therefore not requiring any additional outside fees.

The lump sum fee for this work is **\$19,500.00** plus reimbursable expenses.

End of Scope

Additional Services Agreement #14

Shalimar Governmental Complex, Okaloosa County, FL

Project

Okaloosa County Board of Commissioners

Owner/Client ("Client")

3007900

Project Number

May 11, 2010

Date

Client authorizes HLM Design-Heery International ("HLM Design-Heery") to proceed with the following Additional Services as of the earlier of (i) the date HLM Design-Heery began performing the Additional Services or (ii) the date listed above. The Additional Services shall be provided according to the terms in our agreement dated June 4, 2003 (the "Base Agreement") as follows:

Scope:

FDOT is requiring soil borings and a geotechnical report in support of the 4 mast arm locations for the new traffic signal at the main entrance to the courthouse/fairgrounds property. Provide geotechnical exploration and report at the 4 mast arm locations. The scope shall include utility locates, soil borings, laboratory tests and a final report.

Compensation:

Total lump sum fee of \$3,500.00, including expenses.

Funding for this Additional Service will be provided through the design fee contingency as part of our contract.

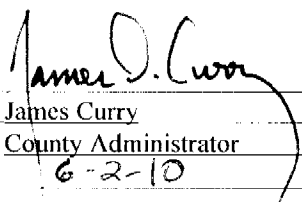
Schedule:

Completion of the final report shall be within 4 weeks of the Notice to Proceed. Verbal results and recommendations will be available within 1 week after field services are complete.

Note: If this Agreement is used in conjunction with an AIA document, the term "Additional Services" shall have the same meaning as "Change in Services."

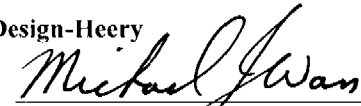
Except as otherwise set forth herein, the terms and conditions of the Base Agreement govern this Additional Services Agreement. The parties acknowledge their acceptance by signing in the space provided.

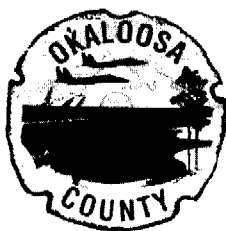
Client

By: 
Name: James Curry
Title: County Administrator
Date: 6-2-10

Contract C03-0949-BCC2-55

HLM Design-Heery

By: 
Name: Michael J. Wass, PE
Title: Vice President
Date: May 11, 2010



Courthouse Annex Extension

TRANSMITTAL

TO: Jack Allen
Okaloosa Co. Purchasing

FROM: Larry Phillips
ACAD. PM. Courthouse Annex
cc: Joan Mosier

DATE: 6/2/10

Jack,

Attached is the Additional Services Agreement #14. with Heery. It provides for reimbursement for additional soils testing by MACTEC for the FDOT signal.

This is the original signed form with Jim Curry's authorization. Joan says to send it to you, you will copy and send the original on to contracts. Let me know if there are any questions. Thanks

Larry D. Phillips
Project Manager
Okaloosa County
Courthouse Annex Extension
(850) 315-4683 jobsite office
(850) 315-4688 jobsite fax
(850) 791-4126 cell phone

Additional Services Agreement #15**Shalimar Governmental Complex, Okaloosa County, FL***Project***3007900***Project Number***Okaloosa County Board of Commissioners****June 18, 2010***Owner/Client ("Client")**Date*

Client authorizes HLM Design Heery International ("HLM Design-Heery") to proceed with the following Additional Services as of the earlier of (i) the date HLM Design-Heery began performing the Additional Services or (ii) the date listed above. The Additional Services shall be provided according to the terms in our agreement dated June 4, 2003 (the "Base Agreement") as follows:

Scope:

As a result of the recent geotechnical report for the traffic signal mast arms at the main entrance to the site, a new foundation design will be required. The scope of this Additional Service is to provide a new foundation design, based on FDOT criteria, for the traffic signal mast arms.

Compensation:

Total lump sum fee of \$1,400.00, including expenses.

Funding for this Additional Service will be provided through the design fee contingency as part of our contract.

Schedule:

Completion of the foundation design shall be within 2 weeks of the Notice to Proceed.

Note: If this Agreement is used in conjunction with an AIA document, the term "Additional Services" shall have the same meaning as "Change in Services."

Except as otherwise set forth herein, the terms and conditions of the Base Agreement govern this Additional Services Agreement. **The parties acknowledge their acceptance by signing in the space provided.**

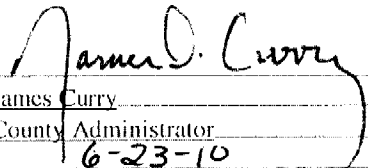
Client

By:

Name:

Title:

Date:


James D. Curry
County Administrator
6-23-10

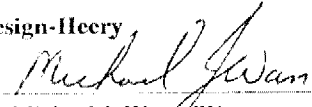
HLM Design-Heery

By:

Name:

Title:

Date:


Michael J. Wass, PE
Vice President
June 18, 2010

Additional Services Agreement #16**HEERY**

Contract C03-0949-BCC2-55

Shalimar Governmental Complex, Okaloosa County, FL**3007900***Project**Project Number***Okaloosa County Board of Commissioners****May 11, 2011***Owner/Client ("Client")**Date*

Client authorizes HLM Design-Heery International ("HLM Design-Heery") to proceed with the following Additional Services as of the earlier of (i) the date HLM Design-Heery began performing the Additional Services or (ii) the date listed above. The Additional Services shall be provided according to the terms in our agreement dated June 4, 2003 (the "Base Agreement") as follows:

Scope:

This additional service covers the following revisions to the documents:

1. Add Jury Deliberation Room on Level 2. Move Storage Room to Video Room.
2. Rework grades at building entry due to installation of curbs at wrong elevation.
3. Add ships ladder to access roof from service yard.
4. Add mail alcove adjacent to Domestic Violence office on Level 1.
5. Revise processing area in Central Holding to accommodate booking function.

Compensation:

Total lump sum fee of \$9,350.00. Individual tasks are broken down as follows:

1. Jury Deliberation Room - \$4,400.00
2. Rework grades - \$1,600.00
3. Ships ladder - \$600.00
4. Mail alcove - \$1,000.00
5. Booking area - \$1,750.00

Funding for this Additional Service will be provided through the design fee contingency as part of our contract.

Schedule:

Completion of the document revisions shall be within 2 weeks of the Notice to Proceed.

Note: If this Agreement is used in conjunction with an AIA document, the term "Additional Services" shall have the same meaning as "Change in Services."

Except as otherwise set forth herein, the terms and conditions of the Base Agreement govern this Additional Services Agreement. **The parties acknowledge their acceptance by signing in the space provided.**

Client

By:

Name: James CurryTitle: County AdministratorDate: 5-16-11**HLM Design-Heery**

By:

Name: Michael J. Wass, PETitle: Vice PresidentDate: May 11, 2011

Contract C03-0949-BCC2-55

AIA[®] Document G710[™] – 1992

Architect's Supplemental Instructions

PROJECT *(Name and address):*
Okaloosa County Courthouse Annex
Extension
1958 Lewis Turner Blvd.
Fort Walton Beach, FL 32547

**ARCHITECT'S SUPPLEMENTAL
INSTRUCTION NO:** 005

OWNER: ☒

ARCHITECT: ☒

CONSULTANT: ☐

CONTRACTOR: ☒

FIELD: ☐

OTHER: ☐

OWNER *(Name and address):*
Okaloosa County Board of
Commissioners
1804 Lewis Turner Blvd.
Fort Walton Beach, FL 32547

DATE OF ISSUANCE: May 11, 2010

CONTRACT FOR: General Construction

FROM ARCHITECT *(Name and
address):*
Heery Design
4700 Millenia Blvd., Suite 550
Orlando, FL 32839

CONTRACT DATE:

TO CONTRACTOR *(Name and
address):*
Skanska Lord Association
19 David Street
Fort Walton Beach, FL 32547

ARCHITECT'S PROJECT NUMBER: 3007900

The Work shall be carried out in accordance with the following supplemental instructions issued in accordance with the Contract Documents without change in Contract Sum or Contract Time. Proceeding with the Work in accordance with these instructions indicates your acknowledgment that there will be no change in the Contract Sum or Contract Time.

DESCRIPTION:

Millwork clarifications, floor pattern change.

ATTACHMENTS:

(Here insert listing of documents that support description.)

Sheet AF-101A Architectural Dimension Plan Level 1 Zone A, Revision #2
Sheet AF-101B Architectural Dimension Plan Level 1 Zone B, Revision #2
Sheet AA-232 Interior Elevations, Revision #2
Sheet AA-911 Interior Wall Sections, Revision #2
Sheet AA-943 Courtroom Enlarged Millwork Sections, Revision #1
Sheet IN-103B Interior Floor Pattern Plan Level 3 Zone B, Revision #1
Sheet IN-502 Interior Elevations, Revision #1
Sheet IN-503 Interior Elevations, Revision #1
Sheet IN-520 Millwork Details, Revision #1
Sheet IN-521 Millwork Details, Revision #1

ISSUED BY THE ARCHITECT:


(Signature)

Phillip E. Grimes, AIA, NCARB, Senior Associate

(Printed name and title)

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User Notes:

(1229663052)

EXHIBIT B

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 6/5/2003

Contract/Lease Control #: C03-0949-BCC4-55

Bid #: BCC 2-02

Contract/Lease Type: AGREEMENT

Award To/Lessee: HLM DESIGN USA

Lessor:

Effective Date: 6/4/2003

Term: EXPIRES 7/1/2005 ^{7/1/2006} 7/1/2007

Description of Contract/Lease: DESIGN SHALIMAR GOVERNMENTAL CENTER

Department Manager: BCC

Department Monitor: JIM CURRY

Monitor's Telephone #: 689-5007

Monitor's FAX #: 689-5025

Date Closed:

Beit
DESIGN AGENT SELECTED BY THE BCC TO BUILD THE NEW COURTHOUSE ANNEX. THEY WILL DESIGN WHEN APPROVAL GIVEN FOR THE FAIRGROUND PROPERTY IN FWB. THERE HAVE BEEN NUMEROUS DELAYS, LATEST BEING FUNDING CUTS OR POSSIBILITY OF BY THE STATE GOVT IN REGARD TO PROPERTY TAX. CONTRACT EXTENDED YEAR BY YEAR, ON OCCASION THE BCC AND/OR MR. CURRY WILL APPROVE A TASK ORDER FOR THEM AS YOURRECORD SHOULD INDICATE.

pp
6/8/07

EXHIBIT E

CONTRACT & LEASE INTERNAL COORDINATION SHEET

Contract/Lease Number: 003-0949-B002-55

Tracking Number: # 509

Contractor/Lessee Name: HLM DESIGN USA, INC.

Purpose: DESIGN SHALIMAR GOVERNMENTAL COMPLEX

Date/Term: CONSTRUCTION SKED TBD

1. ☒ GREATER THAN \$25,000
2. ☐ \$25,000 OR LESS
3. ☐ \$10,000 OR LESS

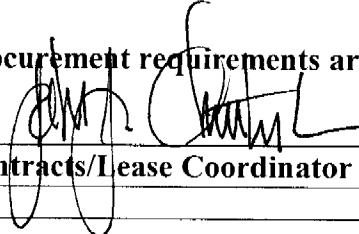
Amount: \$2,990,000.00 \$3,339,000.00

Department : ADMIN SERVICES

Dept. Monitor Name: J. CURRY

Purchasing Review

Procurement requirements are met:



Contracts/Lease Coordinator

Date: 5/6/03

Risk Management Review

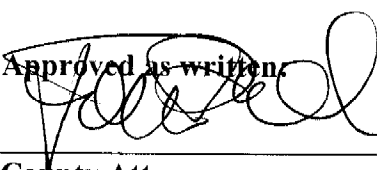
Approved as written:

Risk Management Director

Date: _____

County Attorney Review

Approved as written:



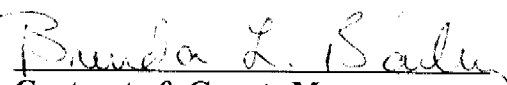
County Attorney

Date: 5/15/03

Following Okaloosa County Board of County Commissioners approval:

Contract & Grant Review

Document has been appropriately reviewed and is executable:



Contracts & Grants Manager

Date: 6-6-03

*Proof of budget approval WILL BE submitted with Agreement for coordination.

REVISED BY BCC 11-8-00

EXHIBIT E

CONTRACT & LEASE INTERNAL COORDINATION SHEET

Contract/Lease Number: 003-0949-B002-5

Tracking Number: # 509

Contractor/Lessee Name: HLM DESIGN USA, INC.

Purpose: DESIGN SHALIMAR GOVERNMENTAL COMPLEX

Date/Term: CONSTRUCTION SKED TBD

1. ☒ GREATER THAN \$25,000
2. ☐ \$25,000 OR LESS
3. ☐ \$10,000 OR LESS

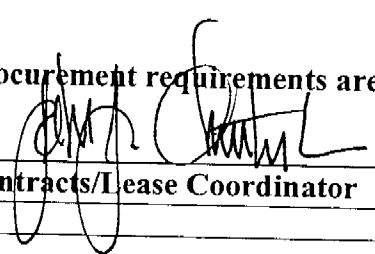
Amount: ~~\$2,990,000.00~~ \$ 3,239,000.00

Department : ADMIN SERVICES

Dept. Monitor Name: J. CURRY

Purchasing Review

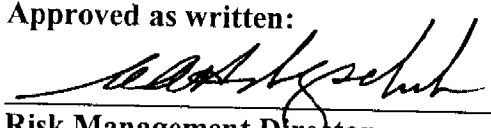
Procurement requirements are met:


Contracts/Lease Coordinator

Date: 5/6/03

Risk Management Review

Approved as written:


Risk Management Director

Date: 5/15/03

County Attorney Review

Approved as written:

County Attorney

Date: _____

Following Okaloosa County Board of County Commissioners approval:

Contract & Grant Review

Document has been appropriately reviewed and is executable:

Contracts & Grants Manager

Date: _____

*Proof of budget approval WILL BE submitted with Agreement for coordination.

EXHIBIT B

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 6/5/2003

Contract/Lease Control #: C03-0949-BCC4-55

Bid #: BCC 2-02

Contract/Lease Type: AGREEMENT

Award To/Lessee: HLM DESIGN USA

Lessor:

Effective Date: 6/4/2003

Term: EXPIRES 7/1/2005 ^{7/1/2006} 7/1/2007

Description of Contract/Lease: DESIGN SHALIMAR GOVERNMENTAL CENTER

Department Manager: BCC

Department Monitor: JIM CURRY

Monitor's Telephone #: 689-5007

Monitor's FAX #: 689-5025

Date Closed:

Beit
DESIGN AGENT SELECTED BY THE BCC TO BUILD THE NEW COURTHOUSE ANNEX. THEY WILL DESIGN WHEN APPROVAL GIVEN FOR THE FAIRGROUND PROPERTY IN FWB. THERE HAVE BEEN NUMEROUS DELAYS, LATEST BEING FUNDING CUTS OR POSSIBILITY OF BY THE STATE GOVT IN REGARD TO PROPERTY TAX. CONTRACT EXTENDED YEAR BY YEAR, ON OCCASION THE BCC AND/OR MR. CURRY WILL APPROVE A TASK ORDER FOR THEM AS YOUR RECORD SHOULD INDICATE.

pp
6/8/07

AIA Document B141 - 1997

*Standard Form of Agreement Between Owner and Architect
with Standard Form of Architect's Services*

TABLE OF ARTICLES

- 1.1 INITIAL INFORMATION
- 1.2 RESPONSIBILITIES OF THE PARTIES
- 1.3 TERMS AND CONDITIONS
- 1.4 SCOPE OF SERVICES AND OTHER SPECIAL TERMS AND CONDITIONS
- 1.5 COMPENSATION

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AGREEMENT made as of the 4th day of JUNE in the year 2003
(In words, indicate day, month and year)

CONTRACT: GOVERNMENTAL CENTER
DESIGN SERVICES
CONTRACT NO.: C03-0949-BCC4-55
HLM DESIGN
EXPIRES: 7/1/2007

BETWEEN the Architect's client identified as the Owner:
(Name, address and other information)
Okaloosa County Board of Commissioners
Okaloosa County Courthouse
101 East James Lee Boulevard
Crestview, Florida 32536

and the Architect:
(Name, address and other information)
HLM Design USA, Inc.
800 North Magnolia Avenue
Suite 1100
Orlando, Florida 32803

For the following Project:
(Include detailed description of Project)
Shalimar Governmental Complex (New Administration, New Judicial and Old Annex remodeling).

The Owner and Architect agree as follows.



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ARTICLE 1.1 INITIAL INFORMATION

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1.1.1 This Agreement is based on the following information and assumptions.

(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")

This Agreement is initially based on the preparation of a master plan and detailed program for a new county government center. It is assumed that once these documents are completed, this Agreement will be amended to include the design of the new government center based on the master plan and program documents.

1.1.2 PROJECT PARAMETERS

1.1.2.1 The objective or use is:

(Identify or describe, if appropriate, proposed use or goals.)

New Administration and Judicial Complex, Remodeling Shalimar Annex.

1.1.2.2 The physical parameters are:

(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports about the site.)

As discussed in RFP BCC 02-02.

1.1.2.3 The Owner's Program is:

(Identify documentation or state the manner in which the program will be developed.)

A detailed program will be developed as part of the initial phase of this Agreement.

1.1.2.4 The legal parameters are:

(Identify pertinent legal information, including, if appropriate, land surveys and legal descriptions and restrictions of the site.)

See Attachments A and B, Scope of Services and Fees.

1.1.2.5 The financial parameters are as follows.

- .1 ~~Amount of the Owner's overall budget for the Project, including the Architect's compensation, is:~~
- .2 Amount of the Owner's budget for the Cost of the Work, excluding the Architect's compensation, is: \$35,000,000.00

1.1.2.6 The time parameters are:

(Identify, if appropriate, milestone dates, durations or fast track scheduling.)

Established in conjunction with the Construction Manager.

1.1.2.7 The proposed procurement or delivery method for the Project is:

(Identify method such as competitive bid, negotiated contract, or construction management.)

Construction Management at risk.

1.1.2.8 Other parameters are:

(Identify special characteristics or needs of the Project such as energy, environmental or historic preservation requirements.)

Not Applicable.

1.1.3 PROJECT TEAM

1.1.3.1 The Owner's Designated Representative is:

(List name, address and other information.)

Jim Curry

Administrative Services Director

101 East James Lee Boulevard

Room 114

Crestview, FL 32536

1.1.3.2 The persons or entities, in addition to the Owner's Designated Representative, who ~~are required~~ have rights to review the Architect's submittals to the Owner are:

(List name, address and other information.)



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Okaloosa County Review Committee.

1.1.3.3 The Owner's other consultants and contractors are:

(List discipline and, if known, identify them by name and address.)

Not Applicable.

1.1.3.4 The Architect's Designated Representative is:

(List name, address and other information.)

Robert E. Egleston

HLM Design USA, Inc.

800 North Magnolia Avenue

Suite 1100

Orlando, Florida 32803

1.1.3.5 The consultants retained at the Architect's expense are:

(List discipline and, if known, identify them by name and address.)

Not Applicable.

1.1.4 Other important initial information is:

Not Applicable.

1.1.5 When the services under this Agreement include contract administration services, the General Conditions of the Contract for Construction shall be the edition of AIA Document A201 current as of the date of this Agreement, or as follows:

1.1.6 The information contained in this Article 1.1 may be reasonably relied upon by the Owner and Architect in determining the Architect's compensation. Both parties, however, recognize that such information may change and, in that event, the Owner and the Architect shall negotiate appropriate adjustments in schedule, compensation and Change in Services in accordance with Paragraph 1.3.3.

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ARTICLE 1.2 RESPONSIBILITIES OF THE PARTIES

1.2.1 The Owner and the Architect shall cooperate with one another to fulfill their respective obligations under this Agreement. Both parties shall endeavor to maintain good working relationships among all members of the Project team.

1.2.2 OWNER

1.2.2.1 Unless otherwise provided under this Agreement, the Owner shall provide full information in a timely manner regarding requirements for and limitations on the Project. The Owner shall furnish to the Architect, within 15 days after receipt of a written request, information necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

1.2.2.2 The Owner shall periodically update the budget for the Project, including that portion allocated for the Cost of the Work. The Owner shall not significantly increase or decrease the overall budget, the portion of the budget allocated for the Cost of the Work, or contingencies included in the overall budget or a portion of the budget, without the agreement of the Architect to a corresponding change in the Project scope and quality.

1.2.2.3 ~~The Owner's Designated Representative identified in Paragraph 1.1.3 shall be authorized to act on the Owner's behalf with respect to the Project. The Owner or the Owner's Designated Representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.~~

The Board of County Commissioners hereby authorizes the Owner's Representative to act as the Board's agent and execute documents associated with this project. Examples of these documents are Construction Manager's Contingency Authorizations, Notices of Commencement, Certificates of Substantial Completion



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and permits from applicable agencies. The Board of County Commissioners authorizes Owner's Representative and County Manager to authorize additional services for amounts under \$25,000.00. The Board of County Commissioners authorizes the Owner's Representative to issue deductive change orders without additional Board approval.

1.2.2.4 The Owner ~~shall~~ may furnish the services of consultants other than those designated in Paragraph 1.1.3 or authorize the Architect to furnish them as a Change in Services when such services are requested by the Architect and are reasonably required by the scope of the Project.

1.2.2.5 Unless otherwise provided in this Agreement, the Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, ~~mechanical,~~ and chemical tests, tests for air and water pollution, and tests for hazardous materials. The Owner will furnish normal tests, reports, studies or inspections required to obtain permits.

The Owner will hire a threshold inspector.

1.2.2.6 ~~The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.~~

The Owner shall furnish all of the Owner's Legal, accounting and insurance counseling services as may be necessary at any time for the project, including auditing services the Owner may require to verify Contractor's applications for payment or to ascertain how or for what purposes the Contractor has used the money paid or on behalf of the Owner.

1.2.2.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Architect's Instruments of Service.

1.2.3 ARCHITECT

1.2.3.1 The services performed by the Architect, Architect's employees and Architect's consultants shall be as enumerated in Article 1.4.

1.2.3.2 The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which initially shall be consistent with the time periods established in Subparagraph 1.1.2.6 and which shall be adjusted, if necessary, as the Project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner.

1.2.3.3 The Architect's Designated Representative identified in Paragraph 1.1.3 shall be authorized to act on the Architect's behalf with respect to the Project.

1.2.3.4 The Architect shall maintain the confidentiality of information specifically designated as confidential by the Owner, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent the Architect from establishing a claim or defense in an adjudicatory proceeding. The Architect shall require of the Architect's consultants similar agreements to maintain the confidentiality of information specifically designated as confidential by the Owner.

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1.2.3.5 Except with the Owner's knowledge and prior, express written consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

1.2.3.6 The Architect shall review laws, codes, and regulations applicable to the Architect's services. The Architect shall ~~respond in the design of the Project to requirements imposed~~ endeavor to design the project to conform to the requirements imposed by governmental authorities having jurisdiction over the Project, meeting all applicable Federal, State and Local Codes.

1.2.3.7 The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any errors, omissions or inconsistencies in such services or information.

ARTICLE 1.3 TERMS AND CONDITIONS

1.3.1 COST OF THE WORK

1.3.1.1 The Cost of the Work shall be the total cost or, to the extent the Project is not completed, the estimated cost to the Owner of all elements of the Project designed or specified by the Architect.

1.3.1.2 The Cost of the Work shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Architect, including the costs of management or supervision of construction or installation provided by a separate construction manager or contractor, plus a reasonable allowance for their overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding ~~and for changes in the Work.~~

1.3.1.3 The Cost of the Work does not include the compensation of the Architect and the Architect's consultants, the costs of the land, rights-of-way and financing or other costs that are the responsibility of the Owner.

1.3.2 INSTRUMENTS OF SERVICE

1.3.2.1 Drawings, specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service for use solely with respect to this Project. The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights.

1.3.2.2 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to reproduce the Architect's Instruments of Service and thereafter use the same solely for purposes of constructing, using and maintaining, repairing and making additions and modifications to the Project, provided that the Owner shall comply with all obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. Any termination of this Agreement prior to completion of the Project shall terminate this license. Upon such termination, the Owner shall refrain from making further reproductions of Instruments of Service ~~and shall return to the Architect within seven days of termination all originals and reproductions in the Owner's possession or control.~~ If and upon the date the Architect is adjudged in default of this Agreement, the foregoing license shall be deemed terminated and replaced by a second, nonexclusive license permitting the Owner to authorize other similarly credentialed design professionals to reproduce and, where permitted

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by law, to make changes, corrections or additions to the Instruments of Service solely for purposes of completing, using and maintaining the Project.

1.3.2.3 Except for the licenses granted in Subparagraph 1.3.2.2, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. However, the Owner shall be permitted to authorize the Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers to reproduce applicable portions of the Instruments of Service appropriate to and for use in their execution of the Work by license granted in Subparagraph 1.3.2.2. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants. ~~The Owner shall not use the Instruments of Service for future additions or alterations to this Project or for other projects, unless the Owner obtains the prior written agreement of the Architect and the Architect's consultants. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.~~ The Owner agrees to pay the Architect a reasonable, mutually agreed upon amount for any reuse of the designs, drawings or specifications beyond this Agreement. The Owner shall not be responsible to pay Architect for the use of the designs, drawings or specifications when used for reference purposes only.

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1.3.2.4 ~~Prior to the Architect providing to the Owner any Instruments of Service in electronic form or the Owner providing to the Architect any electronic data for incorporation into the Instruments of Service, the Owner and the Architect shall by separate written agreement set forth the specific conditions governing the format of such Instruments of Service or electronic data, including any special limitations or licenses not otherwise provided in this Agreement.~~ If the Architect is required to deliver any services hereunder in the form of electronic encoded media, the printed representation of such media furnished by the Architect shall be the official records of the Architect's service provided upon completion of the services and payment in full. Owner shall have a right to rely only on such printed representation in connection with any subsequent modification of such electronic media and agrees to hold the Architect harmless from all cost and expense, including attorney's fees, from claims which arise out of modification or re-use of such electronic media or printed representation by or on behalf of Owner without the Architect's consent. Under no circumstances shall transfer of drawings and other instruments of service on electronic media for use by Owner, be deemed a sale by the Architect, and the Architect makes no warranties of merchantability or fitness for a particular purpose.

1.3.3 CHANGE IN SERVICES

1.3.3.1 Change in Services of the Architect, including services required of the Architect's consultants, may be accomplished after execution of this Agreement, without invalidating the Agreement, if mutually agreed in writing, if required by circumstances beyond the Architect's control, or if the Architect's services are affected as described in Subparagraph 1.3.3.2. In the absence of mutual agreement in writing, the Architect shall notify the Owner prior to providing such services. If the Owner deems that all or a part of such Change in Services is not required, the Owner shall give prompt written notice to the Architect, and the Architect shall have no obligation to provide those services. Except for a change due to the fault of the Architect, Change in Services of the Architect shall entitle the Architect to an adjustment in compensation pursuant to Paragraph 1.5.2, and to any Reimbursable Expenses described in Subparagraph 1.3.9.2 and Paragraph 1.5.5.



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1.3.3.2 If any of the following circumstances affect the Architect's services for the Project, the Architect shall be entitled to an appropriate adjustment in the Architect's schedule and compensation:

- 1 change in the instructions or approvals given by the Owner that constitute material changes to the Project parameters set forth above and which necessitate revisions in Instruments of Service;
- 2 enactment or revision of codes, laws or regulations or official interpretations which necessitate changes to previously prepared Instruments of Service;
- 3 decisions of the Owner not rendered in a timely manner; timely manner, which is defined as 14 working days after notification.
- 4 significant change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget, or procurement method;
- 5 failure of performance on the part of the Owner or the Owner's consultants or contractors; and where such failure continues for a period of 10 days following notice to Owner.
- 6 preparation for and attendance at a public hearing, a dispute resolution proceeding or a legal proceeding except where the Architect is party thereto;
- 7 change in the information contained in Article 1.1.

1.3.4 MEDIATION

~~1.3.4.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.~~

All claims, disputes and other matters in question (hereafter referred to as a "Controversy") between the parties to this Agreement, arising out of or relating to this Agreement or the breach thereof, shall be initially submitted to non-binding mediation if mutually agreeable in accordance with the construction Mediation Rules of the American Arbitration Association ("AAA") or any other mutually agreeable mediation firm. Article 1.3.4 of the Agreement is expressly deleted.

~~1.3.4.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.~~

~~1.3.4.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.~~

1.3.5 ARBITRATION

~~1.3.5.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to arbitration. Prior to arbitration, the parties shall endeavor to resolve disputes by mediation in accordance with Paragraph 1.3.4.~~

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~~1.3.5.2 Claims, disputes and other matters in question between the parties that are not resolved by mediation shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association.~~

~~1.3.5.3 A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.~~

~~1.3.5.4 No arbitration arising out of or relating to this Agreement shall include, by consolidation or joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement and signed by the Owner, Architect, and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

~~1.3.5.5 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

1.3.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Architect and the Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Paragraph 1.3.8.

1.3.7 MISCELLANEOUS PROVISIONS

~~1.3.7.1 This Agreement shall be governed by the law of the principal place of business of the Architect, unless otherwise provided in Paragraph 1.4.2.~~

Unless otherwise provided, this Agreement shall be governed by the laws of the State of Florida and venue shall be in Okaloosa County.

1.3.7.2 Terms in this Agreement shall have the same meaning as those in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement, 1997 Edition.

1.3.7.3 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Architect's services are substantially completed.

1.3.7.4 To the extent damages are covered by property insurance during construction, the Owner and the Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.

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The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

1.3.7.5 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 Owner or Architect.

1.3.7.6 Unless otherwise provided in this Agreement, the Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site.

1.3.7.7 ~~The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.~~

The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials, subject to the approval of the Owner. Once this approval is given for specific photographs or artistic representation, then subsequent approvals for use of these same photos or artistic representations shall not be necessary. The Architect shall be given reasonable access to the completed Project to make such representations. (However, the Architect's materials shall not include the Owner's confidential or proprietary information considered by the Owner to be confidential or proprietary. The Owner shall make reasonable attempts to provide professional credit for the Architect in the Owner's promotional materials for the Project.)

1.3.7.8 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates that would require knowledge, services or responsibilities beyond the scope of this Agreement.

~~**1.3.7.9** The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to an institutional lender providing financing for the Project. In such event, the lender shall assume the Owner's rights and obligations under this Agreement. The Architect shall execute all consents reasonably required to facilitate such assignment.~~

The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party with respect to all covenants of the Agreement. Neither the Owner nor the Architect shall assign this Agreement, nor any causes of action arising under or in any way relating to this Agreement, without the written consent of the other, except that the Owner may assign this Agreement to an institutional lender providing financing for the Project. In such event, the lender shall assume the Owner's rights and obligations under this Agreement. The Architect shall execute all consents reasonably required to facilitate such assignment.

1.3.7.10 Should either the Owner or the Architect feel it necessary and appropriate to take any legal action to enforce any of the terms or conditions of the Contract

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between said parties, then each party shall be responsible for its own reasonable attorneys fees and costs associated with such litigation.

1.3.8 TERMINATION OR SUSPENSION

1.3.8.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, prior to suspension of services, the Architect shall give seven days' written notice to the Owner. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

1.3.8.2 If the Project is suspended by the Owner for more than 30 60 consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

1.3.8.3 If the Project is suspended or the Architect's services are suspended for more than 90 consecutive days, the Architect may terminate this Agreement by giving not less than seven days' written notice.

1.3.8.4 This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

1.3.8.5 This Agreement may be terminated by the Owner upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

1.3.8.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Subparagraph 1.3.8.7.

1.3.8.7 Termination Expenses are in addition to compensation for the services of the Agreement and include expenses directly attributable to termination for which the Architect is not otherwise compensated, ~~plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.~~ The County/Owner reserves the right to request itemized expenses and review of all calculations, books, etc., used to determine compensation for this Project. These items will be provided to the County/Owner in a timely manner.

1.3.9 PAYMENTS TO THE ARCHITECT

1.3.9.1 Payments on account of services rendered and for Reimbursable Expenses incurred shall be made monthly upon presentation of the Architect's statement of services. No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which the Architect has been adjudged to be liable.

1.3.9.2 Reimbursable Expenses are in addition to compensation for the Architect's services and include expenses incurred by the Architect and Architect's employees and consultants directly related to the Project, as identified in the following Clauses:

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- .1 transportation in connection with the Project, authorized by the Owner for out-of-town travel and subsistence, and ~~electronic communications outside of Orange, Osceola or Seminole counties;~~
- .2 fees paid for securing approval of authorities having jurisdiction over the Project;
- .3 ~~reproductions, plots, standard form documents, postage, handling and delivery of Instruments of Service;~~ Reproductions, plots, standard form documents, postage, handling and delivery of Instrument of Services with the following exceptions: Four (4) full sets of copies and electronic media shall be part of the basic services at the end of Schematic Design Phase, the end of the 100% Design Development Phase, the end of the 100% Construction Document Phase and the as-built documents at the close out of the Construction Phase.
- .4 ~~expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;~~
- .5 renderings, models and mock-ups requested by the Owner;
- .6 expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants;
- .7 reimbursable expenses as designated in Paragraph 1.5.5;
- .8 ~~other similar direct Project-related expenditures.~~

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1.3.9.3 Records of Reimbursable Expenses, of expenses pertaining to a Change in Services, and of services performed on the basis of hourly rates or a multiple of Direct Personnel Expense shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

1.3.9.4 Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

ARTICLE 1.4 SCOPE OF SERVICES AND OTHER SPECIAL TERMS AND CONDITIONS

1.4.1 *Enumeration of Parts of the Agreement.* This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect. This Agreement comprises the documents listed below.

1.4.1.1 Standard Form of Agreement Between Owner and Architect, AIA Document B141-1997.

1.4.1.2 Standard Form of Architect's Services: Design and Contract Administration, AIA Document B141-1997, or as follows:
(List other documents, if any, delineating Architect's scope of services.)

1.4.1.3 Other documents as follows:

(List other documents, if any, forming part of the Agreement.)

Exhibit "A" Scope of Predesign Services and Fees (Phase 1)

Exhibit "B" Scope of Design Services and Fees (Phase 2)

1.4.2 *Special Terms and Conditions.* Special terms and conditions that modify this Agreement are as follows:



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The Architect is to work in association with the Owner's selected Contractor/Construction Manager. The fee basis listed assumes the Project will be drawn and specified as a single Project, with the understanding the Construction Manager may choose, with assistance from the Architect, to bid a separate site package. The Architect is to provide one set of reproducible documents to the Construction Manager. The Construction Manager shall bear all cost of reproducing bidding and construction documents.

ARTICLE 1.5 COMPENSATION

1.5.1 For the Architect's services as described under Article 1.4, compensation shall be computed as follows:

A fixed fee of \$349,000.00 for predesign services as outlined in Exhibit "A".

A fixed fee of \$2,990,000.00 for design and construction services as outlined in Exhibit "B".

1.5.2 If the services of the Architect are changed as described in Subparagraph 1.3.3.1, the Architect's compensation shall be adjusted. Such adjustment shall be calculated as described below or, if no method of adjustment is indicated in this Paragraph 1.5.2, in an equitable manner.

(Insert basis of compensation, including rates and multiples of Direct Personnel Expense for Principals and employees, and identify Principals and classify employees, if required. Identify specific services to which particular methods of compensation apply.)

~~1.5.3 For a Change in Services of the Architect's consultants, compensation shall be computed as a multiple of $(-)$ times the amounts billed to the Architect for such services.~~

For a change in Services of the Architect and/or their Consultants, compensation shall be computed as a fixed fee on a task-by-task basis.

1.5.4 For Reimbursable Expenses as described in Subparagraph 1.3.9.2, and any other items included in Paragraph 1.5.5 as Reimbursable Expenses, the compensation shall be computed as a multiple of one (1.0) times the expenses incurred by the Architect, and the Architect's employees and consultants.

1.5.5 Other Reimbursable Expenses, if any, are as follows:

~~1.5.6 The rates and multiples for services of the Architect and the Architect's consultants as set forth in this Agreement shall be adjusted in accordance with their normal salary review practices.~~

~~1.5.7 An initial payment of Dollars $(\$)$ shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account at final payment. Subsequent payments for services shall be made monthly, and where applicable, shall be in proportion to services performed on the basis set forth in this Agreement.~~

~~1.5.8 Payments are due and payable $(-)$ days from the date of the Architect's invoice. Amounts unpaid $(-)$ days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.~~

(Insert rate of interest agreed upon.)

The Owner shall make payment in accordance with Section 218.735(1)(a) of the Florida Prompt Pay Act due to the Architect for services and expenses, which have been appropriately documented in the agreed upon format, reviewed and are undisputed. If the Owner fails to make payment on appropriately documented and undisputed amounts, then the Architect may, upon seven (7) days' written notice to

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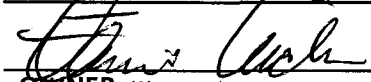
the Owner, suspend performance of services under this Agreement. Unless payment is received by the Architect for the undisputed amounts within fourteen (14) days of the date of the notice, the suspension shall take effect without further notice. In the event of suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. In the event that the Owner disputes any portion of a billing or invoice of the Architect for its services and expenses, the Owner shall provide the Architect with written notification of the disputed amount and the reasons for the dispute within fourteen (14) working days of receipt of the billing. The Architect shall provide the Owner with a written response and any additional documentation within seven (7) working days of the date of the Owner's notice. The parties shall use their best efforts to resolve the dispute in a mutually agreeable fashion.

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Architect's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

1.5.9 If the services covered by this Agreement have not been completed within thirty-six (36) months of the date hereof, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as provided in Paragraph 1.5.2.

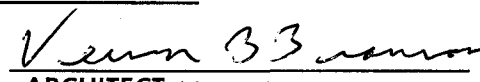
This Agreement entered into as of the day and year first written above.


**BOARD OF COUNTY COMMISSIONERS
OF OKALOOSA COUNTY, FLORIDA**

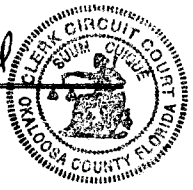

OWNER (Signature)
Paula Riggs
Chairman
(Printed name and title)




**HLM DESIGN USA, INC.
CONTRACTOR**


ARCHITECT (Signature)
Vernon B. Brannon
Vice President
(Printed name and title)


Witness
Gary Stanford
Deputy Clerk of Court




Witness

**STATE OF FLORIDA
COUNTY OF OKALOOSA**

This contract is accepted this 4TH day of JUNE, 2003
and is effective on the 4TH day of JUNE, 2003.

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Standard Form of Architect's Services: Design and Contract Administration

TABLE OF ARTICLES

- 2.1 PROJECT ADMINISTRATION SERVICES
- 2.2 SUPPORTING SERVICES
- 2.3 EVALUATION AND PLANNING SERVICES
- 2.4 DESIGN SERVICES
- 2.5 CONSTRUCTION PROCUREMENT SERVICES
- 2.6 CONTRACT ADMINISTRATION SERVICES
- 2.7 FACILITY OPERATION SERVICES
- 2.8 SCHEDULE OF SERVICES
- 2.9 MODIFICATIONS

ARTICLE 2.1 PROJECT ADMINISTRATION SERVICES

2.1.1 The Architect shall manage the Architect's services and administer the Project. The Architect shall consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and issue progress reports. The Architect shall coordinate the services provided by the Architect and the Architect's consultants with those services provided by the Owner and the Owner's consultants.

2.1.2 When Project requirements have been sufficiently identified, the Architect shall prepare, and periodically update, a Project schedule that shall identify milestone dates for decisions required of the Owner, design services furnished by the Architect, completion of documentation provided by the Architect, commencement of construction and Substantial Completion of the Work.

2.1.3 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program, budget and aesthetics in developing the design for the Project.

2.1.4 Upon request of the Owner, the Architect shall make a presentation to explain the design of the Project to representatives of the Owner.

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2.1.5 The Architect shall submit design documents to the Owner at intervals appropriate to the design process for purposes of evaluation and approval by the Owner. The Architect shall be entitled to rely on approvals received from the Owner in the further development of the design.

2.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

2.1.7 EVALUATION OF BUDGET AND COST OF THE WORK

2.1.7.1 When the Project requirements have been sufficiently identified, the Architect shall prepare a preliminary estimate of the Cost of the Work. This estimate may be based on current area, volume or similar conceptual estimating techniques. ~~As the design process progresses through the end of the preparation of the Construction Documents, the Architect shall update and refine the preliminary estimate of the Cost of the Work.~~ The Architect shall advise the Owner of any adjustments to previous estimates of the Cost of the Work indicated by changes in Project requirements or general market conditions. If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget, and the Owner shall cooperate with the Architect in making such adjustments.

2.1.7.2 Evaluations of the Owner's budget for the Project, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work ~~prepared by the Architect~~ represent the Architect's judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Project or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

2.1.7.3 In preparing estimates of the Cost of the Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. ~~If an increase in the Contract Sum occurring after execution of the Contract between the Owner and the Contractor causes the budget for the Cost of the Work to be exceeded, that budget shall be increased accordingly.~~

2.1.7.4 If bidding or negotiation has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the construction industry.

2.1.7.5 If the budget for the Cost of the Work is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall:

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Subparagraph 1.3.8.5; or
- .4 cooperate in revising the Project scope and quality as required to reduce the Cost of the Work.

2.1.7.6 ~~If the Owner chooses to proceed under Clause 2.1.7.5.4, the Architect, without additional compensation, shall modify the documents for which the Architect is responsible~~

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~~under this Agreement as necessary to comply with the budget for the Cost of the Work. The modification of such documents shall be the limit of the Architect's responsibility under this Paragraph 2.1.7. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not construction is commenced.~~

If the Owner chooses to proceed under clause 2.1.7.5.4, the Architect, without additional charge, shall modify the Contract Documents as necessary to comply with the fixed limit as a condition of this Agreement. However, if redesign is required after the GMP has been established and after the Construction Manager has confirmed that the design is within the GMP, then such design shall be considered an additional service and negotiated between the parties. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the construction phase is commenced. Should there be a disagreement, regarding construction costs, between the Construction Manager and the Architect, said costs shall be verified by the Owner.

ARTICLE 2.2 SUPPORTING SERVICES

~~2.2.1 Unless specifically designated in Paragraph 2.8.3, the services in this Article 2.2 shall be provided by the Owner or the Owner's consultants and contractors.~~

2.2.1.1 The Owner shall furnish a program setting forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, special equipment, systems and site requirements.

2.2.1.2 The ~~Owner-Architect~~ shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

2.2.1.3 The ~~Owner-Architect~~ shall furnish services of geotechnical engineers which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate recommendations.

ARTICLE 2.3 EVALUATION AND PLANNING SERVICES

~~2.3.1 The Architect shall provide a preliminary evaluation of the information furnished by the Owner under this Agreement, including the Owner's program and schedule requirements and budget for the Cost of the Work, each in terms of the other. The Architect shall review such information to ascertain that it is consistent with the requirements of the Project and shall notify the Owner of any other information or consultant services that may be reasonably needed for the Project.~~

2.3.2 The Architect shall provide a preliminary evaluation of the Owner's site for the Project based on the information provided by the Owner of site conditions, and the Owner's program, schedule and budget for the Cost of the Work.

~~2.3.3 The Architect shall review the Owner's proposed method of contracting for construction services and shall notify the Owner of anticipated impacts that such method may have on the Owner's program, financial and time requirements, and the scope of the Project.~~

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ARTICLE 2.4 DESIGN SERVICES

~~2.4.1 The Architect's design services shall include normal structural, mechanical and electrical engineering services. See Exhibits "A" and "B".~~

2.4.2 SCHEMATIC DESIGN DOCUMENTS

2.4.2.1 The Architect shall provide Schematic Design Documents based on the mutually agreed-upon program, schedule, and budget for the Cost of the Work. The documents shall establish the conceptual design of the Project illustrating the scale and relationship of the Project components. The Schematic Design Documents shall include a conceptual site plan, if appropriate, and preliminary building plans, sections and elevations. At the Architect's option, the Schematic Design Documents may include study models, perspective sketches, electronic modeling or combinations of these media. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

2.4.3 DESIGN DEVELOPMENT DOCUMENTS

2.4.3.1 The Architect shall provide Design Development Documents based on the approved Schematic Design Documents and updated budget for the Cost of the Work. The Design Development Documents shall illustrate and describe the refinement of the design of the Project, establishing the scope, relationships, forms, size and appearance of the Project by means of plans, sections and elevations, typical construction details, and equipment layouts. The Design Development Documents shall include specifications that identify major materials and systems and establish in general their quality levels.

2.4.4 CONSTRUCTION DOCUMENTS

2.4.4.1 The Architect shall provide Construction Documents based on the approved Design Development Documents and updated budget for the Cost of the Work. The Construction Documents shall set forth in detail the requirements for construction of the Project. The Construction Documents shall include Drawings and Specifications that establish in detail the quality levels of materials and systems required for the Project.

2.4.4.2 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of: (1) bidding and procurement information which describes the time, place and conditions of bidding; bidding or proposal forms; and the form of agreement between the Owner and the Contractor; and (2) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect also shall compile the Project Manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

2.4.5 Progress submittals of design documents shall be made to be the Owner and Construction Manager for review and approval, at the 50% Design Development Phase, the 90% Design Development Phase, the 100% Design Development Phase and the 100% Final Construction Document stage for each subproject. Such submittals shall be reissued as necessary to secure approval. Owner comments shall be incorporated into the next phase of the work. Architect is entitled to rely upon Owner's approval that the design conforms with the program at each stage and upon Construction Manager's approval that the design conforms with the budget at each stage. The Owner and the Architect agree that they shall not proceed to the next phase, including the construction phase, until they have mutually agreed that the project is feasible in accordance with the budget approved by the Owner.

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ARTICLE 2.5 CONSTRUCTION PROCUREMENT SERVICES

~~2.5.1 The Architect shall assist the Owner in obtaining either competitive bids or negotiated proposals and shall assist the Owner in awarding and preparing contracts for construction.~~

2.5.2 The Architect shall assist the Owner in establishing a list of prospective bidders or contractors.

~~2.5.3 The Architect shall assist the Owner in bid validation or proposal evaluation and determination of the successful bid or proposal, if any. If requested by the Owner, the Architect shall notify all prospective bidders or contractors of the bid or proposal results.~~

2.5.4 COMPETITIVE BIDDING

2.5.4.1 Bidding Documents shall consist of bidding requirements, proposed contract forms, General Conditions and Supplementary Conditions, Specifications and Drawings.

~~2.5.4.2 If requested by the Owner, the Architect shall arrange for procuring the reproduction of Bidding Documents for distribution to prospective bidders. The Owner shall pay directly for the cost of reproduction or shall reimburse the Architect for such expenses.~~

~~2.5.4.3 If requested by the Owner, the Architect shall distribute the Bidding Documents to prospective bidders and request their return upon completion of the bidding process. The Architect shall maintain a log of distribution and retrieval, and the amounts of deposits, if any, received from and returned to prospective bidders.~~

~~2.5.4.4 The Architect shall consider requests for substitutions, if permitted by the Bidding Documents, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.~~

The Architect, in conjunction with the Construction Manager, shall consider requests for substitutions, only if permitted by the Bidding Documents, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

~~2.5.4.5 The Architect shall participate in or, at the Owner's direction, shall organize and conduct a pre-bid conference for prospective bidders.~~

The Architect shall participate in or, at the Owner's directions, shall organize and conduct any pre-bid conferences, which may be necessary.

2.5.4.6 The Architect shall prepare responses to questions from prospective bidders and provide clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda.

~~2.5.4.7 The Architect shall participate in or, at the Owner's direction, shall organize and conduct the opening of the bids. The Architect shall subsequently document and distribute the bidding results, as directed by the Owner.~~

2.5.5 NEGOTIATED PROPOSALS

~~2.5.5.1 Proposal Documents shall consist of proposal requirements, proposed contract forms, General Conditions and Supplementary Conditions, Specifications and Drawings.~~

~~2.5.5.2 If requested by the Owner, the Architect shall arrange for procuring the reproduction of Proposal Documents for distribution to prospective contractors. The Owner shall pay directly for the cost of reproduction or shall reimburse the Architect for such expenses.~~

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~~2.5.5.3 If requested by the Owner, the Architect shall organize and participate in selection interviews with prospective contractors.~~

~~2.5.5.4 The Architect shall consider requests for substitutions, if permitted by the Proposal Documents, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.~~

~~2.5.5.5 If requested by the Owner, the Architect shall assist the Owner during negotiations with prospective contractors. The Architect shall subsequently prepare a summary report of the negotiation results, as directed by the Owner.~~

If requested by the Owner, the Architect shall assist the Owner during negotiations with prospective Construction Management firms. The Architect shall subsequently prepare a summary report of the negotiation results, if directed by the Owner.

ARTICLE 2.6 CONTRACT ADMINISTRATION SERVICES

2.6.1 GENERAL ADMINISTRATION

~~2.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement. Modifications made to the General Conditions, when adopted as part of the Contract Documents, shall be enforceable under this Agreement only to the extent that they are consistent with this Agreement or approved in writing by the Architect.~~

The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth in the Owner's Agreement with their Construction Manager.

~~2.6.1.2 The Architect's responsibility to provide the Contract Administration Services under this Agreement commences with the award of the initial Contract for Construction and terminates at the issuance to the Owner of the final Certificate for Payment. However, the Architect shall be entitled to a Change in Services in accordance with Paragraph 2.8.2 when Contract Administration Services extend 60 days after the date of Substantial Completion of the Work.~~

The Architect's responsibility to provide the Contract Administration Services under this Agreement commences with the Notice to Proceed to the Construction Manager and terminates at the issuance to the Owner of the final Certificate for Payment. However, the Architect shall be entitled to a Change in Services in accordance with Paragraph 2.8.2 if Contract Administration Services extend 60 days after the date of Final Completion of the Work.

2.6.1.3 The Architect shall be a representative of and shall advise and consult with the Owner during the provision of the Contract Administration Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement unless otherwise modified by written amendment.

2.6.1.4 Duties, responsibilities and limitations of authority of the Architect under this Article 2.6 shall not be restricted, modified or extended without written agreement of the Owner and Architect ~~with consent of the Contractor, which consent will not be unreasonably withheld.~~

2.6.1.5 The Architect shall review properly prepared, timely requests by the Contractor for additional information about the Contract Documents. A properly prepared request for additional information about the Contract Documents shall be in a form prepared or approved by the Architect and shall include a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested.

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2.6.1.6 If deemed appropriate by the Architect, the Architect shall on the Owner's behalf prepare, reproduce and distribute supplemental Drawings and Specifications in response to requests for information by the Contractor.

2.6.1.7 The Architect shall interpret and decide matters concerning performance of the Owner and Contractor under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

2.6.1.8 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for the results of interpretations or decisions so rendered in good faith.

2.6.1.9 The Architect shall render initial decisions on claims, disputes or other matters in question between the Owner and Contractor as provided in the Contract Documents. However, the Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

2.6.2 EVALUATIONS OF THE WORK

2.6.2.1 The Architect, as a representative of the Owner, shall visit the site at intervals appropriate to the stage of the Contractor's operations, or as otherwise agreed by the Owner and the Architect in Article 2.8, (1) to become generally familiar with and to keep the Owner informed in writing about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the Owner against defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

2.6.2.2 The Architect shall report to the Owner known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor. However, the Architect shall not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

2.6.2.3 The Architect shall at all times have access to the Work wherever it is in preparation or progress.

2.6.2.4 ~~Except as otherwise provided in this Agreement or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents. Communications by and with the Architect's consultants shall be through the Architect.~~
Except as may otherwise be provided in the Contract Documents or when direct communications have been specifically authorized in writing, the Architect and Contractor shall communicate through the Owner. Communications by and with the Architect's consultants shall be through the Architect. The Architect shall respond to

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the Owner with the Architect's written responses or correspondence within a reasonable length of time.

~~2.6.2.5 The Architect shall have authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.~~

The Architect shall have authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect, with the Owner's approval, will have authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Construction Manager, subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work. If the Architect requires inspection or testing of the Work without the Owner's prior approval, and the Work is deemed acceptable, the Architect will be responsible for any compensation due the Construction Manager.

2.6.3 CERTIFICATION OF PAYMENTS TO CONTRACTOR

2.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue Certificates for Payment in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Paragraph 2.6.2 and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

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

2.6.3.3 The Architect shall maintain a record of the Contractor's Applications for Payment.

2.6.4 SUBMITTALS

2.6.4.1 The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, ~~while allowing sufficient time in the Architect's professional~~

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~~judgment to permit adequate review.~~ Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

2.6.4.2 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

2.6.4.3 If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Architect shall specify appropriate performance and design criteria that such services must satisfy. Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor shall bear such professional's written approval when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

2.6.5 CHANGES IN THE WORK

2.6.5.1 The Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents. The Architect may authorize minor changes in the Work not involving an adjustment in Contract Sum or an extension of the Contract Time which are consistent with the intent of the Contract Documents. If necessary, the Architect shall prepare, reproduce and distribute Drawings and Specifications to describe Work to be added, deleted or modified, as provided in Paragraph 2.8.2.

2.6.5.2 The Architect shall review properly prepared, timely requests by the Owner or Contractor for changes in the Work, including adjustments to the Contract Sum or Contract Time. A properly prepared request for a change in the Work shall be accompanied by sufficient supporting data and information to permit the Architect to make a reasonable determination without extensive investigation or preparation of additional drawings or specifications. If the Architect determines that requested changes in the Work are not materially different from the requirements of the Contract Documents, the Architect may issue an order for a minor change in the Work or recommend to the Owner that the requested change be denied.

2.6.5.3 If the Architect determines that implementation of the requested changes would result in a material change to the Contract that may cause an adjustment in the Contract Time or Contract Sum, the Architect shall make a recommendation to the Owner, who may authorize further investigation of such change. Upon such authorization, and based upon information furnished by the Contractor, if any, the Architect shall estimate the additional cost and time that might result from such change, including any additional costs attributable to a Change in Services of the Architect. With the Owner's approval, the Architect shall incorporate those estimates into a Change Order or other appropriate documentation for the Owner's execution or negotiation with the Contractor.

2.6.5.4 The Architect shall maintain records relative to changes in the Work.

2.6.6 PROJECT COMPLETION

2.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, shall receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final

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Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

2.6.6.2 The Architect's inspection shall be conducted with the Owner's Designated Representative to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

2.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including any amounts needed to pay for final completion or correction of the Work.

2.6.6.4 The Architect shall receive from the Contractor and forward to the Owner: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment and (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens.

ARTICLE 2.7 FACILITY OPERATION SERVICES

2.7.1 The Architect shall meet with the Owner or the Owner's Designated Representative promptly after Substantial Completion to review the need for facility operation services.

2.7.2 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall conduct a meeting with the Owner and the Owner's Designated Representative to review the facility operations and performance and to make appropriate recommendations to the Owner.

ARTICLE 2.8 SCHEDULE OF SERVICES

2.8.1 Design and Contract Administration Services beyond the following limits shall be provided by the Architect as a Change in Services in accordance with Paragraph 1.3.3:

- .1 ~~up to --(--)~~ A reasonable number of reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor.
- .2 ~~up to () visits to the site by the Architect over the duration of the Project during construction, as defined by Exhibit B 4.2.~~
- .3 up to two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents.
- .4 up to two (2) inspections for any portion of the Work to determine final completion.

2.8.2 The following Design and Contract Administration Services shall be provided by the Architect as a Change in Services in accordance with Paragraph 1.3.3:

- .1 ~~review of a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;~~
- .2 ~~responses to the Contractor's requests for information where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner provided information, Contractor prepared coordination drawings, or prior Project correspondence or documentation;~~
- .3 ~~Change Orders and Construction Change Directives requiring evaluation of proposals, including the preparation or revision of Instruments of Service;~~ Change Orders and Construction Change Directive requiring evaluation of proposals, including the preparation or revision of Instruments of Services, with prior approval by Owner;

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- .4 providing consultation concerning replacement of Work resulting from fire or other cause during construction;
- .5 ~~evaluation of an extensive number of claims submitted by the Owner's consultants, the Contractor or others in connection with the Work;~~
- .6 ~~evaluation of substitutions proposed by the Owner's consultants or contractors and making subsequent revisions to Instruments of Service resulting therefrom;~~
Evaluation of substitutions proposed by the Owner's consultants or contractors and making significant revisions to the Instruments of Service, with prior approval by Owner.
- .7 ~~preparation of design and documentation for alternate bid or proposal requests proposed by the Owner; or~~ Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner after the Guaranteed Maximum Price is established.
- .8 ~~Contract Administration Services provided 60 days after the date of Substantial Completion of the Work.~~ Contract Administration Services provided 60 days after the date of Final Completion of the Work, as may be requested by the Owner.

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2.8.3 The Architect shall furnish or provide the following services only if specifically designated:

Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description
.1 Programming	<u>Architect</u>	
.2 Land Survey Services	<u>Architect</u>	
.3 Geotechnical Services	<u>Architect</u>	
.4 Space Schematics/Flow Diagrams	<u>Architect</u>	
.5 Existing Facilities Surveys	<u>Architect</u>	
.6 Economic Feasibility Studies	<u>Not Provided</u>	
.7 Site Analysis and Selection	<u>Architect</u>	
.8 Environmental Studies and Reports	<u>Architect</u>	
.9 Owner User-Supplied Data Coordination	<u>Owner</u>	
.10 Schedule Development and Monitoring	<u>Architect</u>	
.11 Civil Design	<u>Architect</u>	
.12 Landscape Design	<u>Architect</u>	
.13 Interior Design	<u>Architect</u>	
.14 Special Bidding or Negotiation	<u>Construction Manager</u>	
.15 Value Analysis	<u>Architect</u>	
.16 Detailed Cost Estimating	<u>Construction Manager</u>	
.17 On-Site Project Representation	<u>Construction Manager</u>	
.18 Construction Management	<u>Owner</u>	
.19 Start-up Assistance	<u>Architect</u>	
.20 Record Drawings	<u>Construction Manager.</u>	
	<u>Architect</u>	
.21 Post-Contract Evaluation	<u>Architect, Owner.</u>	
	<u>Construction Manager</u>	
.22 Tenant-Related Services	<u>Owner</u>	
.23 <u>Underground Field Drainage</u>	<u>Architect</u>	
.24		
.25		

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Description of Services.
(Insert descriptions of the services designated.)
See Exhibits "A" and "B".



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ARTICLE 2.9 MODIFICATIONS

2.9.1 Modifications to this Standard Form of Architect's Services: Design and Contract Administration, if any, are as follows:

Article 2.10, Other Conditions and Services

Article 2.10.1, Force Majeure

In the event the Architect is hindered, delayed or prevented from performing its obligations under this Agreement as a result of any fire, flood, landslide, tornado or other act of God, malicious mischief, theft, strike, lockout, other labor problems, shortages of material or labor, failure of any governmental agency or Owner to furnish information or to approve or to disapprove the Architect's work or any other cause beyond the reasonable control of the Architect, the time for completion of the Architect's work shall be extended by the period of resulting delay.

Article 2.10.2, Contractor's Obligation to Insure for Bodily Injury Claims

Owner will require the Contractor to purchase insurance to cover claims and expenses, including costs of defense, asserted against the Architect, its agents, employees and consultant for bodily injury, sickness, disease or death to the extent causes by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable. Such insurance shall state that: "the coverage afforded the additional insureds shall be primary insurance for the additional insured with respect to claims arising out of operations negligently performed by or on behalf of the Contractor. If the additional insureds have other insurance, which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this insurance policy shall not be reduced by the existence of such other insurance.

Article 2.10.3, Indemnification

To the fullest extent permitted by law, the Owner shall require the Contractor to indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph.

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In claims against any person or entity indemnified under this Paragraph by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the contractor or Subcontractor under workers' or workman's compensation acts, disability benefit acts or other employee benefit acts.

The obligations of the Contractor under this Paragraph shall not extend to the liability of the Architect, the Architect's consultants, and agents and employees of any of them arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the Architect, the Architect's consultants, and agents and employees of any of them provided such giving or failure to give is the primary cause of the injury or damage.

The Architect agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Owner, its officers, directors and employees (collectively, Owner) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the Architect's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the Architect is legally liable.

The Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Architect, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorney's fee and defense costs, to the extent caused by the Owner's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Owner is legally liable.

Neither the Owner nor the Architect shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

Article 2.10.4, Third-Party Beneficiary

No persons or entity, other than Owner, is intended to be a beneficiary of the Architect's services under this Agreement. However, Owner shall cause the following clause to be inserted in the Construction Contract(s): "The Architect is intended to be a third-party beneficiary of this contract."

Article 2.10.5, Indemnity for Deviations

The Owner may choose to disregard the written advice of the Architect over the written objection or may otherwise choose to deviate during construction from the construction documents prepared by the Architect. Therefore, Owner hereby indemnifies and holds harmless the Architect, its agents, employees and consultants from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, under Florida law to the extent allowed, arising out of, in connection with or resulting from the performance (or failure to perform) of any aspect of construction of the Project, where the Owner has knowingly authorized or permitted a deviation from any document prepared by the Architect which, over the Architect's objection, has not been corrected or where the Owner has elected not to follow any written recommendation of the Architect. In the event that the Architect or any other party indemnified hereunder is required to bring an action to enforce the provisions of this indemnity, the indemnifying party shall pay the attorney's fees and costs incurred by the indemnified party in bringing this action, if the indemnified party prevails.

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Article 2.10.6, Hazardous Materials

"Owner represents to the Architect that, to the best of its knowledge at this time, no hazardous or toxic substances within the meaning of any applicable statute or regulation are presently stored, or otherwise located on the project site or adjacent thereto in quantities or concentrations which violate applicable law. Further, within the definition of such Statutes or REgulations, no part of the project site or adjacent real estate, including the ground water located thereon, is presently contaminated with such substances. The Architect shall have no obligations or liability regarding hazardous materials located on the project site or adjacent thereto." If discovered, Owner will notify Architect, in writing, of the hazardous material.

Article 2.10.7, Americans with Disabilities Act

The Architect shall conform its Drawings and Specifications to the requires of the Americans with Disabilities Act Accessibility Guidelines ("ADAAG"), but, Owner shall be responsible for compliance with the remaining provisions of the Americans With Disabilities Act ("ADA"). Owner and Architect further recognize that interpretations of the ADA by governmental officials and/or courts of law may vary or change. Should such variance or change adopted after the date the 100% Design Development are completed, require the Architect to make the required modifications, such modifications shall be considered a Contingent Additional Services. Further, Owner acknowledges that the ADA, including ADAAG, is a new law presenting numerous difficult interpretations issues. Accordingly, the Architect shall only be liable for gross negligence in connection with any allegation that its design does not properly comply with ADAAG.

Article 2.10.8, Job Site Safety

It is intended that the Architect shall have no responsibility for job site safety on the Project. Contractor shall have full and sole authority for all safety programs and precautions in connection with the Work. When the Architect is present at the site, such presence shall be only for the purpose of endeavoring to protect the Owner against any deviations or defects in the completed construction work.

Article 2.10.9, Variation of Existing Conditions

Remodeling and/or rehabilitation of an existing structure requires that certain assumptions be made regarding existing conditions, in those cases when these assumptions may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of the building, the Owner agrees to release the Architect from liability for any claim or cost for injury or economic loss arising out of the professional services provided under this Agreement, except that nothing in this provision shall release the Architect from liabilities, damages or costs attributable to its sole negligence or willful misconduct.

Article 2.10.10, Additional Definitions

Contract Documents means this contract, the Plans, Specifications, General Conditions and related Construction Documents or any other documents incorporated by reference.

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Final Completion means that the following items have been completed or satisfied:

- A. Construction of the Project is completed, in accordance with the contract documents and certified as such by the Owner and Architect.
- B. The Project is suitable for full use and occupancy as determined by the Owner and Architect.
- C. All Punchlist items have been completed or otherwise disposed of or accounted for to the Owner's satisfaction and approval.
- D. A final Certificate of Occupancy and all other permits and approvals required have been legally and validly issued.
- E. All required guarantees, affidavits, releases, bonds and waivers, proof of advertisement, manuals, record drawings, warranties and maintenance books including the Final Completion form have been delivered to the Owner.

Punchlist means a list of items of work to be completed and deficiencies to be corrected, which items shall not affect the attainment of Substantial Completion. Such items shall be complete or otherwise disposed of prior to final acceptance.

Schedule of Values means the schedule to be used as a basis for progress payments to be made to the Contractor by the Owner during performance of the work, based on the then current percentage of progress of construction of the Project, subject to the approval of the Architect.

Substantial Completion means the Construction Manager has ascertained that the work or portions thereof is ready for the Owner and Architect substantial completion inspection. It is understood that the Construction Manager will provide a list of incomplete items to the Owner and Architect prior to this inspection. After the Owner's and Architect inspection, the Construction Manager will prepare a schedule for a completion of the list, indicating completion dates for the Owner's review. The Owner and Architect-Engineer will issue a Certificate of Substantial Completion when the work on the Construction Manager's pre-substantial punchlist has been accomplished, to the best of the Construction Manager's ability.

Substantial Completion Date means the date, certified by the Architect, that the Project, or designated portion thereof, is sufficiently complete, in accordance with the Construction Documents and a Certificate of Occupancy issues, so that the Owner can reasonably occupy or utilize the Project, or designated portion thereof, for its intended use.

Article 2.10.11, Accelerated Completion of Site and Civil Packages

In order to minimize construction problems and change orders, the Architect's standard practice requires the completion of detailed working drawings, submission for review and comment by reviewing agencies and incorporation of those comments and/or changes prior to bidding and entering into firm construction contracts. However, Owner may choose to accelerate the completion of the Shalimar Governmental Complex including an early site civil package so that it may be completed in a shorter time period than would normally be required. Should the Owner choose to make this selection, it shall not be considered Fast Track, or in any way relieve the Architect of its responsibilities and obligations set forth herein.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.
AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.



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STANDARD FORM AGREEMENT

The American Institute of Architects
1735 New York Avenue N.W.
Washington, D.C. 20006-5292

Article 2.10.12, Owner's Agreement with the Construction Manager

The Owner's Agreement with the Construction Manager shall be consistent with the provisions of this Agreement and, if there are any conflicts between the Owner's Agreement with the Construction Manager and this Agreement, the terms of this Agreement shall govern.

Article 2.10.13, Individual Liability

To the extent permitted by Law, the Owner agrees that any action for negligence or other tort covered by applicable liability insurance carried by the Architect against an individual partner, professional, associate or employee of the Architect, any liability for damages will be limited to the lesser of actual damages or the coverage limit of the Architect's professional liability insurance.

The Owner acknowledges that Architect is a corporation and agrees that any claim made by the Owner arising out of any act or omission of any director, officer or employee of Architect, in the execution or performance of this Agreement, shall be made against Architect and not against such director, officer or employee.

Article 2.10.14, Severability

In the event a Court of competent jurisdiction determines any sentence, provision, paragraph, or section of this Agreement to be null and void, the remaining parts of this Agreement shall continue in full force and effect as though such sentence, provision, paragraph or section has been omitted from the Agreement.

By its execution, this Standard Form of Architect's Services: Design and Contract Administration and modifications hereto are incorporated into the Standard Form of Agreement Between the Owner and Architect, AIA Document B141-1997, that was entered into by the parties as of the date:

**BOARD OF COUNTY COMMISSIONERS
OF OKALOOSA COUNTY, FLORIDA**

**HLM DESIGN USA, INC.
CONTRACTOR**

Paula Riggs
OWNER (Signature)

Paula Riggs

Chairman

(Printed name and title)



6/4/2003

Vernon B. Brannon
ARCHITECT (Signature)

Vernon B. Brannon

Vice President

(Printed name and title)

Nancy Pressley
Witness

Gary Stanford
Witness

Gary Stanford

Deputy Clerk of Court



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STANDARD FORM AGREEMENT

The American Institute of Architects
1735 New York Avenue N.W.
Washington, D.C. 20006-5292

STATE OF FLORIDA
COUNTY OF OKALOOSA

This contract is accepted this _____ day of _____, 2003
and is effective on the _____ day of _____, 2003.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

**AUTHENTICATION OF THIS
ELECTRONICALLY DRAFTED AIA
DOCUMENT MAY BE MADE BY USING
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Washington, D.C. 20006-5292

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EXHIBIT "A"

**OKALOOSA COUNTY COURTHOUSE
AND GOVERNMENT CENTER
Shalimar, Florida**

**Scope of Predesign Services and Fees
(Phase 1)**

Final Contract Version

HLM Design
800 North Magnolia Avenue
Suite 1100
Orlando, Florida 32803



TABLE OF CONTENTS	Page
Section I: Scope of Services:	2
TASK ONE : NEEDS ASSESSMENT	5
TASK TWO : SECURITY ASSESSMENT	6
TASK THREE : ARCHITECTURAL MASTER PLANNING	7
TASK FOUR : PROGRAMMING	8
TASK FIVE : BENCHMARKING	9
TASK SIX : COST MODELING	10
TASK SEVEN : TECHNOLOGY	11
TASK EIGHT : SITE SURVEY/GEOTECHNICAL REPORT/ TRAFFIC STUDY	12
Section II: Design Fees	13
Section III: Project Schedule	14
Section IV: Team Member Responsibilities	15

SECTION 1 - SCOPE OF SERVICES

The following provides the description of services being provided by HLM Design to conduct Predesign Services and Programming for the Okaloosa County Courthouse and Government Center. This document reflects preliminary discussions between the Okaloosa County representatives and HLM Design and describes the proposed Scope of Services.

The scope of planning services being provided to Okaloosa County for development of a Program and Facilities Master Plan are described in this Section.

PROJECT APPROACH AND UNDERSTANDING

The objective of the Predesign Phase is to assimilate initial program, site and operational information, establish design criteria for each discipline and explore preliminary conceptual planning for both site and buildings. The result of this phase is to establish and confirm the building size and components, the cost and quality of the building, and that the program satisfies the goals and objectives of Okaloosa County and the Courts.

Okaloosa County finds itself in a similar situation to many other Counties not only in the State of Florida but also across the whole of the nation. Despite developments in technology, demand for space has outstripped availability and has placed unforeseen pressures on the capability of the Courts to handle the demands it faces for service. In such circumstances, it is important to ascertain the underlying causes behind the individual departmental needs in order that the appropriate responsive action can be taken which will address these issues both cost-effectively and efficiently.

The product of this phase will lay the groundwork for the design of a new building(s) to meet the needs of the county for many years to come.

The HLM Design team has subdivided the scope of services into seven primary work categories. Individual "tasks" are described in greater detail beginning on page 4.

- **Task One – Needs Assessment/Data Collection.** This first task will comprise a review of the previous needs assessment that was prepared by HDR. The information will be reviewed and validated with county staff. An additional needs assessment component will be prepared to include other agencies that were not a part of the original HDR needs assessment. The results of the review/new study will be used to develop an architectural master plan, and subsequently, a new facility program.
- **Task Two – Security Assessment.** The design team will organize and conduct a security workshop for client and user groups to review and confirm requirements for security operations and technologies.
- **Task Three - Architectural Master Planning.** Data from the needs assessment will be used to develop an architectural master plan for the new site and the Shalimar Annex site. Options will be prepared and evaluation criteria developed to allow for final selection of a single master plan option.
- **Task Four – Programming.** The results of the needs assessment review and master planning efforts will be used to begin the initial development of a facility program. User group meetings will be conducted to determine actual space needs as well as space standards. A draft program will be prepared for review, followed by a final program, which will be used in the subsequent design phases.
- **Task Five – Benchmarking.** A structured facilities tour of comparable courts buildings will be organized and led by the design team. The tours will help demonstrate "state of the art" construction and planning and allow user groups and client representatives to test and evaluate various models and solutions to similar space needs.
- **Task Six – Cost Modeling.** Working with the cost estimating team, HLM Design will assist in preparing comparable cost models, and assigning detailed budget costs for building and material systems based on a defined level of quality utilizing historic cost data.
- **Task Seven – Technology.** The design team will organize and conduct a programming workshop for client and user groups to review and confirm requirements for voice/video/data and telecommunication systems planning, anticipated future courtroom technologies and general preferences for audio-video system technologies.
- **Task Eight - Site Survey/Geotechnical Report/Traffic Study.** Additional upfront activities include a detailed survey of the site. Boundary, topographic and utility surveys will be performed. A preliminary geotechnical report from existing geotechnical information from the area will also be prepared. In addition, a preliminary traffic study will be undertaken to compile data on current traffic flows and counts around the site, including concurrency issues.

HLM Design is conscious of the needs of the county to obtain a comprehensive and cost efficient plan for the future together with a realistic implementation schedule, which will enable the county to plan its budget strategy and illustrate an objective approach for the future to its community.

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Optional Services

Project Specific Professional Liability Insurance

Life Cycle Cost Analysis

Value Engineering

As-built drawings

HLM Design is not providing "record drawings", "as-built conditions" or "measured drawings" of any existing building(s) as this is beyond the scope of this proposal.

Schedule

To accommodate Okaloosa County funding resources, HLM Design has agreed to stage the total architectural design and engineering of the project in two phases. This proposal for Predesign and Programming constitutes the first stage of services with the understanding that the design team will be contracted to complete architectural and engineering services for the proposed project. Time required to complete Phase I tasks, as defined by this document, is estimated to be 16 weeks.

TASK ONE -- NEEDS ASSESSMENT / DATA COLLECTION

This first task will comprise an in-depth review of the previous needs assessment prepared by HDR. This information will then be reviewed with county staff to validate the projections indicated in the study.

Task 1.1: Review of Previous Needs Assessment

HLM Design will review the Needs Assessment prepared by HDR in 1999. The review will focus on caseload projections, square footage projections and the needs of individual agencies. The study will be reviewed based on twenty-year projections. An additional needs assessment will be prepared to cover other agencies not included in the original needs assessment. These agencies include the Property Appraiser, Tax Collector, Supervisor of Elections, County Manager, Board of County Commissioners, and the Board Meeting Room. An update of the needs assessment for the Sheriff will also be included with reference to the Shalimar Annex renovation.

Task 1.2: Staff Interviews

The HLM Design team will meet with the individual county agencies to validate the assumptions and findings in the HDR Needs Assessment. Adjustments and clarifications will be documented, and these will be used to update the initial findings.

Task 1.3 Existing Facility Survey

This task will focus on a review of the existing facilities at the Shalimar Annex. The review will center on an evaluation of the engineering systems

of the facility, the available square footage, an ADA and code analysis, and an evaluation of the overall physical condition of the facility.

Task 1.4 New Site Analysis

The new site and its surroundings will be briefly analyzed from a variety of areas, to include land utilization, building locations, utility systems, surface and subsurface conditions, vegetation, land use restrictions and stormwater retention/detention areas. A more in-depth study will be performed as part of the master planning task.

TASK TWO – SECURITY ASSESSMENT

Task 2.1: Existing Facility and Operations Review

HLM Design will tour with county representatives existing facilities to review existing equipment, space use and operations of security systems.

Task 2.2: Security Workshop

The design team will organize and conduct a programming workshop for client and user groups to review and confirm general requirements for security systems planning. Existing and desired policy and procedures will be reviewed and proposed. The workshop will establish goals for the electronic security system. A security matrix will be developed to determine levels of required security by area.

Task 2.3: Security Operations Narrative

HLM Design will develop from the above workshop a security systems narrative compiling the system requirements and operational preferences. This report will become the working document utilized by the county for its future security planning, capital and operational budgeting.

TASK THREE – ARCHITECTURAL MASTER PLANNING

Task three will entail the preparation of architectural master plan options for the Shalimar Annex and new courthouse/government center sites. Evaluation criteria will be used to select one option for further development.

Task 3.1: Establish Evaluation Criteria

HLM Design will prepare a list of evaluation criteria in order to select the best master plan option for further development and study. The criteria will be used to evaluate and compare the various options prepared under this task.

Task 3.2: Conceptual Development

For this task, up to three different conceptual approaches for housing the space and parking requirements validated in the Needs Assessment will be prepared. As part of the concept development, each will include existing facility renovation recommendations, site development planning issues (land utilization, pedestrian and vehicular circulation [on and off site], parking, areas for expansion, stormwater retention/detention and landscape forms), and architectural concepts. The architectural concepts will include blocking and stacking diagrams, massing studies and character sketches.

Task 3.3 Final Site Concept

After the evaluation of the three concepts, one concept will be selected for further development

TASK FOUR – PROGRAMMING

This task will comprise the preparation of a detailed space program based on the decisions made in Task Three.

Task 4.1: User Group Meetings

The first task under Programming is to conduct interviews/user group meetings with all the agencies that will be housed in the new and renovated buildings. These meetings will determine the general types of spaces needed, departmental adjacencies, operational parameters, and projected staff growth for each agency. From these meetings, a draft of the space program will be prepared.

Task 4.2: Development of Space Standards

As a follow-up to the user group meetings, the design team will develop space standards that will be used for the preparation of the detailed space program. These space standards will cover sizes and parameters of typical spaces common to all agencies. During the development of the space program, these standards will be used, along with the incorporation of unique spaces common only to individual agencies.

Task 4.3 Development of Space Program

Information gathered in the user group meetings and the development of space standards will be compiled into a working space program document. This document will result in a total projected space allocation for the new and renovated building.

Task 4.4 Prepare Draft Program

Once the space program is developed, a draft program will be issued for review. Additional user group meetings will be held to review the program in depth.

Task 4.5 Prepare Final Program Report

Information gathered from the draft program user group meetings will be incorporated into the document and a final program report will be issued. This program will be the basis for the development of physical spaces during the subsequent design phases.

TASK FIVE – BENCHMARKING

A structured facilities tour of comparable courts buildings will be organized and led by the design team. The tour(s) help demonstrate "state of the art" construction and planning and allows user groups and client representatives to test and evaluate various models and solutions to similar space needs.

Task 5.1: Tour Itinerary Development

This task includes the research and recommendation of comparable courts facilities that can be conveniently toured by representatives from the county government and user groups. Based on approval of the recommended facilities, HLM Design will develop a tour itinerary coordinating all travel, housing accommodations, dining accommodations, and facility hosts.

Task 5.2: Benchmarking Tour

This task includes the preparation of tour travel guides outlining the travel itinerary and accommodations as well as documenting general information about the court facilities to be toured. The design team will participate and lead the tour. It is anticipated that this task will be comprised of a single tour, of two-day duration.

Task 5.3: Facility Documentation

Upon completion of the tour, the design team will document, through narrative and photography, the buildings toured as a record of the trip. The bound report will include any brochures, available floor plan information, building statistics and point of contact information for future reference.

TASK SIX – COST MODELING

Cost is always an important component of any building project. The final space program and master planning document will be used to verify the estimated cost of construction for the project.

Task 6.1: Establishing Project Scope

HLM Design will coordinate, communicate and package the various development options in a consistent manner to ensure comparable estimates. Outline narratives describing the anticipated scope and complexity of the various facilities will be prepared and reviewed with the county before being communicated to the estimating team. The narratives and descriptive materials will establish quality and level of finish to assist the estimating team in developing a cost model that accurately depicts the proposed facility.

Task 6.2: Preliminary Cost Estimate Research

During the development of the preliminary cost models, HLM Design will document comparable scoped justice facilities. The major deliverable of the work effort will be the development of comparable justice facility research defining historical unit costs for comparable courts buildings.

Task 6.3: Preliminary Cost Estimate Review

Preliminary construction cost estimates and general guidelines concerning costs of constructing new space will be reviewed as part of the comparison of options to meet space needs. Operational implications and future costs will be included in the overview.

TASK SEVEN – TECHNOLOGY

Task 7.1: Existing Facility and Operations Review

HLM Design will tour with county representatives existing facilities to review existing equipment, space use and operations of voice, data, video and telecommunication systems.

Task 7.2: Technology Workshop

The design team will organize and conduct a programming workshop for client and user groups to review and confirm general requirements for voice/video/data and telecommunication systems planning, anticipated future courtroom technologies and general preferences for audio-video system technologies.

Task 7.3: Technology Operations Narrative

HLM Design will develop from the above workshop a technology systems narrative compiling the systems requirements and operational preferences. This report will become the working document utilized by the county for its future technology planning, capital and operational budgeting.

**TASK EIGHT – SITE SURVEY / GEOTECHNICAL REPORT /
TRAFFIC STUDY**

determination. If a more in-depth study is required, it will be performed as part of the Phase 2 design services.

Task 8.1: Site Survey

HLM Design will team with a licensed surveyor to prepare a detailed survey of the site. This survey will consist of boundary, topographic and utility surveys. These will be used to aid in the master planning and site planning efforts. Should the county have a local surveyor currently under contract, this survey request could be procured directly by the county by utilizing a scope of work prepared by HLM Design.

Task 8.2: Preliminary Geotechnical Report

HLM Design will team with a local geotechnical engineering firm to prepare a preliminary geotechnical report on the new site. The report will be prepared by utilizing existing data from other reports in the general area in or around the site. This preliminary report will outline the general soils in the area, which will aid in determining building placement and allowable height based on soil bearing pressures. A more detailed report, prepared from new soil borings, will be obtained as part of the Phase 2 design services.

Task 8.3: Traffic Study

HLM Design will team with a local traffic consultant to prepare a preliminary traffic study for the roads immediately adjacent to the site. The report will document current traffic flows and counts and look at the impact of the additional vehicular traffic added through the addition of the government center complex. The traffic study will also include concurrency

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SECTION II - DESIGN FEES

HLM Design will provide the services described in *Section I – Scope of Services* for \$349,000.

The design fees reflect labor costs only. HLM Design travel related costs (airfare, auto, hotel, and per diem) are considered reimbursable costs, and as such, are included for in a separate schedule for budgeting purposes. All reproduction costs for scheduled submittals are also considered reimbursable costs.

Standard of Care

All services shall be performed in accordance with the professional skill and judgement that can reasonably be expected from other architects and engineers performing similar services to those required. Nothing contained herein shall be deemed to require HLM Design to exercise a greater standard of care than the normal standard of care set forth in the previous sentence. HLM Design makes no warranties express or implied.

Fee Analysis:

Descriptions of individual “tasks” are provided in *Section I – Scope of Services* (page 2). The following is a summary of fees by “Task”.

Fee Summary:

<u>Task</u>	<u>Fee</u>	<u>Est. Travel</u>
Task 1 Needs Assessment	\$ 60,000	\$ 7,800
Task 2 Security Assessment	\$ 11,000	\$ 1,000
Task 3 Architectural Master Planning	\$ 90,000	\$ 3,500
Task 4 Programming	\$ 80,000	\$ 7,800
Task 5 Benchmarking	\$ 12,000	T.B.D.
Task 6 Cost Modeling	\$ 18,000	\$ 0
Task 7 Technology	\$ 11,000	\$ 1,700
Task 8 Site Survey/Geotech./Traffic	\$ 67,000	\$ 0
Total Estimated Fee	\$ 349,000	\$ 21,800

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SECTION III - PROJECT SCHEDULE

We anticipate the total duration of the predesign process to be approximately 16 weeks, based upon the Scope of Services described in this document. A detailed Project Schedule will be prepared upon approval of the scope of services and will be provided. Following is a preliminary schedule:

	June				July				August				September			
TASK	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Needs Assessment																
Security Assessment																
Technology Workshop																
Benchmarking																
Arch. Master Planning																
Programming																
Cost Modeling																
Site Survey/Geotech/Traffic																

SECTION IV - TEAM MEMBER RESPONSIBILITIES

The following identifies specific project responsibility for the design team.

Architecture

Principal in Charge	Mike Wass, PE [407.422.8847.219] mwass@hlmdesign.com
Project Manager	Bob Egleston, AIA [407.422.8847.348] begleston@hlmdesign.com
Project Designer	Doug Kleppin, AIA [407.422.8847.226] dkleppin@hlmdesign.com
Associate Architect CDA	Larry More, AIA [850.837.4664] morearch@aol.com
Architect	Clay Ransone, AIA [407.422.8847.304] cransone@hlmdesign.com

Specialized Disciplines

Interior Design	Barbara Vallella, ASID [407.422.8847.276] bvallella@hlmdesign.com
Security	Al Murro, CSE [407.422.8847.384] amurro@hlmdesign.com
Code Analysis	Jim Peterkin, PE [215.564.4238] jpeterkin@hlmdesign.com
Civil Engineer	Linda Bennett, PE [407.422.8847.305] lfbennett@hlmdesign.com
Landscape Architect	Joe Waddell, ASLA [407.422.8847.205] jwaddell@hlmdesign.com

EXHIBIT "B"

**OKALOOSA COUNTY COURTHOUSE
AND GOVERNMENT CENTER
Shalimar, Florida**

**Scope of Design Services and Fees
(Phase 2)**

Final Contract Version

HLM Design
800 North Magnolia Avenue
Suite 1100
Orlando, Florida 32803



TABLE OF CONTENTS

Page

ALL PHASES:

- | | |
|--|---|
| 1. PROJECT ADMINISTRATION AND
MANAGEMENT SERVICES | 2 |
|--|---|

**DESIGN/BIDDING/CONSTRUCTION ADMINISTRATION
SERVICES**

- | | |
|--------------------------------------|----|
| 2. DESIGN SERVICES | 3 |
| 3. BIDDING OR NEGOTIATION SERVICES | 8 |
| 4. CONSTRUCTION OBSERVATION SERVICES | 9 |
| 5. ADDITIONAL SERVICES/EXPENSES | 11 |
| 6. DESIGN FEES | 13 |

HLM Design intends to provide architectural and engineering design services for the design and construction of the Okaloosa County Government Center, to include the housing of judicial and administrative (Constitutional Officers) functions, parking and the renovation of the existing Shalimar Annex. The construction delivery method for the project has not yet been determined. This scope is based on a conventional delivery method (General Contractor).

HLM Design's services will be as specifically described below:

ALL PHASES:

1. PROJECT ADMINISTRATION AND MANAGEMENT SERVICES

1.1. Project Administration services consisting of administrative functions including:

- 1.1.1. Project Decision Structure
- 1.1.2. Project Directory (Contractor/Construction Manager [CM] Responsibility for Design Services)
- 1.1.3. Consultation
- 1.1.4. Research
- 1.1.5. Communications (For meetings called by Architect: Meeting Minutes, Meeting Agendas)
- 1.1.6. Direction of the work of in-house architectural and engineering personnel

1.2. Disciplines Coordination/Document Checking consisting of:

- 1.2.1. Coordination between the architectural work and the work of engineering and their disciplines involved in the Project.
- 1.2.2. Review and checking of documents prepared for the Project by the Architect and the Architect's Consultants. (Coordination Review)

1.3. Agency Consulting/Review/Approval services, including:

- 1.3.1. Agency consultants
 - 1.3.1.1. City agencies/planning boards
 - 1.3.1.2. County agencies
 - 1.3.1.3. Regional agencies
 - 1.3.1.4. State agencies
 - 1.3.1.5. Federal agencies
- 1.3.2. Research of critical applicable regulations.
- 1.3.3. Preparation of written and graphic explanatory materials.
- 1.3.4. Appearances on Owner's behalf at up to four (4) community meetings (one of the four meetings is included for Predesign Services).

1.4. Owner Coordination, including:

- 1.4.1. Review and coordination of data furnished for the Project as a responsibility of the Owner.

1.5. Schedule Development/Monitoring Services, including:

- 1.5.1. Participate in establishment and updating of schedule in conjunction with the Owner and Contractor/CM for the performance of the Architect's services throughout the project. Key decision making points will be identified on this schedule.

1.6. Presentation services consisting of presentations and recommendations by the Architect to the following client representatives, per Attachment B:

- 1.6.1. Board of County Commissioners
- 1.6.2. Executive Task Force
- 1.6.3. User group(s)
- 1.6.4. Contractor/CM

DESIGN/ BIDDING/CONSTRUCTION ADMINISTRATION SERVICES

2. DESIGN SERVICES

2.1. Architectural Design/Documentation (Basic Services):

- 2.1.1. The Schematic Design Phase responds to program requirements and prepares:
 - 2.1.1.1. Conceptual Planning/Massing Options
 - 2.1.1.2. Final Conceptual Site and Building Plans

- 2.1.1.3. Preliminary Sections and Elevations
- 2.1.1.4. Preliminary Selection of Building Systems and Materials
- 2.1.1.5. Development of Approximate Dimensions, Areas and Volumes
- 2.1.1.6. Perspective sketch(es)
- 2.1.1.7. Study model(s)

2.1.2. The Design Development Phase consists of continued development and expansion of architectural Schematic Design Documents to establish the final scope, relationships, forms, size and appearance of the Project through:

- 2.1.2.1. Plans, sections and elevations
- 2.1.2.2. Typical construction details
- 2.1.2.3. Three-dimensional sketch(es)
- 2.1.2.4. Study model(s)
- 2.1.2.5. Final materials selection
- 2.1.2.6. Equipment layouts

2.1.3. The Contract Documents phase consists of preparation of Drawings and specifications based on approved Design Development documents setting forth in detail the architectural construction requirements for the Project.

2.2. Structural Design/Documentation (Basic Services):

- 2.2.1. The Schematic Design Phase consists of recommendations regarding basic structural materials and systems, analyses, and development of conceptual design solutions for:
 - 2.2.1.1. A steel structural system

- 2.2.1.2. Alternate structural systems (typical conditions) – including concrete (however, basic services fee reflects design of steel structural system without progressive collapse or blast-resistant design).
 - 2.2.2. The Design Development phase consists of continued development of the specific structural system and Schematic Design documents in sufficient detail to establish:
 - 2.2.2.1. Basic structural system and dimensions
 - 2.2.2.2. Final structural design criteria
 - 2.2.2.3. Foundation design criteria
 - 2.2.2.4. Preliminary sizing of major structural components
 - 2.2.2.5. Critical coordination clearances
 - 2.2.2.6. Outline specifications or materials lists
 - 2.2.3. The Contract Documents phase consists of preparation of final structural engineering calculations, Drawings and Specifications based on approved Design Development documents, setting forth in detail the structural construction requirements for the Project.
- 2.3. **Mechanical Design/Documentation (Basic Services):**
 - 2.3.1. The Schematic Design phase consists of consideration of alternate materials, systems and equipment, and development of conceptual design solutions for:
 - 2.3.1.1. Energy source(s)
 - 2.3.1.2. Energy conservation and controls system concepts
 - 2.3.1.3. Heating and ventilating systems selections and conceptual sizing and configuration analysis.
 - 2.3.1.4. Air conditioning systems selections and conceptual sizing and configuration analysis.
 - 2.3.1.5. Plumbing
 - 2.3.1.6. Fire protection (Other Services)
 - 2.3.1.7. General space requirements
 - 2.3.2. The Design Development phase consists of continued development and expansion of mechanical Schematic Design documents and development of outline Specifications or materials lists to establish:
 - 2.3.2.1. Approximate equipment sizes and capacities
 - 2.3.2.2. Preliminary equipment layouts
 - 2.3.2.3. Required space for equipment
 - 2.3.2.4. Required chases and clearances
 - 2.3.2.5. Acoustical and vibration control
 - 2.3.2.6. Visual impacts
 - 2.3.2.7. Energy conservation measures
 - 2.3.3. The Contract Documents phase consists of preparation of final mechanical engineering calculations, Drawings and Specifications based on approved Design Development documents, setting forth in detail the mechanical construction requirements for the Project.

2.4. Electrical Design/Documentation (Basic Services):

- 2.4.1. The Schematic Design Phase consists of consideration of alternate systems, recommendations regarding basic electrical materials, systems and equipment, analyses, and development of conceptual solutions for:
 - 2.4.1.1. Power service and distribution
 - 2.4.1.2. Lighting
 - 2.4.1.3. Communication and data outlet location systems
 - 2.4.1.4. Fire detection and alarms
 - 2.4.1.5. Courtroom audio/visual system
 - 2.4.1.6. General space requirements
- 2.4.2. The Design Development phase consists of continued development and expansion of electrical Schematic Design documents and development of outline Specifications or materials lists to establish:
 - 2.4.2.1. Criteria for lighting, electrical and communications systems
 - 2.4.2.2. Approximate sizes and capacities of major components
 - 2.4.2.3. Preliminary equipment layouts
 - 2.4.2.4. Required space for equipment
 - 2.4.2.5. Required chases and clearances
- 2.4.3. The Contract Documents phase consists of preparation of final electrical engineering calculations, Drawings and Specifications based on approved Design Development documents,

setting forth in detail the electrical requirements for the Project.

2.5. Civil Design/Documentation (Other Services):

- 2.5.1. The Schematic Design phase consists of consideration of alternate materials and systems and development of conceptual design solutions for:
 - 2.5.1.1. On-site utility systems
 - 2.5.1.2. Fire protection systems
 - 2.5.1.3. Drainage systems
 - 2.5.1.4. Paving
 - 2.5.1.5. Traffic circulation
- 2.5.2. The Design Development phase consists of continued development and expansion of civil Schematic Design documents and development of outline Specifications or materials lists to establish the final scope of and preliminary details for on-site civil engineering work.
- 2.5.3. The Contract Documents phase consists of preparation of final civil engineering calculations, Drawings and Specifications based on approved Design Development documents, setting forth in detail the civil construction requirements for the Project.
- 2.5.4. Permit applications required for Water Distribution, Sewage Collection and Stormwater Management (Local, State, and Federal) shall be prepared for execution by the Owner. All

necessary reports and drawings will be prepared to accompany the permit applications. Two meetings per agency as required to secure permits is included in services. County shall designate individual who has authority to sign permit applications.

2.6. Landscape Design/Documentation (Other Services):

2.6.1. The Schematic Design phase, consists of alternate materials, systems and equipment and development of conceptual design solutions for land forms, hardscape, irrigation systems, lawns and plantings based on program requirements, physical site characteristics, design objectives and environmental determinants.

2.6.2. The Design Development phase consists of continued development and expansion of landscape Schematic Design documents and development of outline Specifications or materials lists to establish final scope and preliminary details for landscape work.

2.6.3. The Contract Documents phase consists of preparation of Drawings and Specifications based on approved Design Development documents, setting forth in detail the civil construction requirements for the Project.

2.7. Interior Design/Documentation (Basic Services):

2.7.1. The Schematic Design phase consists of space allocation and utilization plans based on functional relationships, consideration of

alternate materials, systems and equipment and development of conceptual design solutions for architectural, mechanical, electrical and equipment requirements in order to establish:

2.7.1.1. Typical furniture and equipment layouts

2.7.1.2. Types and qualities of finishes and materials for furniture, furnishings, and equipment.

2.7.2. The Design Development phase consists of continued development and expansion of interior Schematic Design documents and development of outline Specifications or materials lists to establish final scope and preliminary details relative to:

2.7.2.1. Interior construction of the Project

2.7.2.2. Special interior design features

2.7.2.3. Materials, finishes and colors.

2.7.3. The Contract Documents phase consists of preparation of Drawings, Specifications and other documents based on approved Design Development documents, setting forth in detail the requirements for interior construction and furniture, furnishings and equipment for the Project.

2.8. Graphic Design (Other Services):

2.8.1. Design and selection of interior and exterior signs and identifying symbols.

2.8.2. Material and color selections and coordination.

2.8.3. Construction document preparation.

2.8.4. Construction observation and submittal review.

2.9. Cost Estimating (Other Services):

2.9.1. At the conclusion of each design phase, the cost consultant shall prepare a cost estimate to confirm the cost of the project versus the Owner's budget. The following methods shall be used to determine the estimated costs:

2.9.1.1. Schematic Design: Square foot costs and system costs.

2.9.1.2. Design Development and Contract Documents: Quantity take-offs and square foot costs.

2.10. Security (Other Services):

2.10.1. The Schematic Design phase consists of the development of general security concepts related to the buildings and site.

2.10.2. The Design Development phase consists of continued development and expansion of the security concepts for site and perimeter security, judicial security, access control and inmate movement.

2.10.3. The Contract Documents phase consists of preparation of Drawings and Specifications based on approved Design Development documents, setting forth in detail the security construction requirements for the Project.

2.11. Courts Technology (Other Services):

2.11.1. The Schematic Design phase consists of the development of general technology concepts for audio-visual equipment.

2.11.2. The Design Development phase consists of continued development of the concept for courtroom technology, power requirements and infrastructure rough-in.

2.11.3. The Contract Documents phase consist of preparation of Drawings and Specifications based on approved Design Development documents, setting forth in detail the rough-in requirements for courtroom technology systems.

2.12. Acoustics (Other Services):

2.12.1. During all phases, acoustically sensitive areas will be identified and materials selected to enhance the acoustic performance of the individual spaces (typically courtrooms, chambers, jury rooms and council chamber).

2.13. Materials Research/Specifications (Basic Services):

2.13.1. The Schematic Design phase consists of:
2.13.1.1. Identification of potential materials, systems and equipment and their criteria and quality standards consistent with the conceptual design.

2.13.1.2. Investigation of availability and suitability of alternative materials, systems and equipment.

2.13.2. The Design Development phase consists of activities by in-house architectural personnel in:

- 2.13.2.1. Presentation of proposed General and Supplementary Conditions of the Contract for Owner's approval.
 - 2.13.2.2. Development of architectural and engineering outline Specifications or itemized lists and brief form identification of significant architectural materials, systems and equipment, including their criteria and quality standards.
 - 2.13.2.3. Coordination of similar activities of other disciplines.
 - 2.13.2.4. Production of design manual including design criteria and outline specifications or material lists.
 - 2.13.3. The Contract Documents phase consists of activities of in-house architectural personnel in:
 - 2.13.3.1. Review of the development and preparation of bidding and procurement information prepared by the Construction Manager
 - 2.13.3.2. Assistance to the Owner and their agents in review of the Conditions of the Contract (General, Supplementary and other Conditions).
 - 2.13.3.3. Development and preparation of architectural Specifications
- describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.
- 2.13.3.4. Coordination of the development of Specifications by other disciplines.
 - 2.13.3.5. Compilation of Project Manual including Conditions of the Contract, bidding and procurement information and Specifications.
- 2.14. **Submittals (Basic Services):**
 - 2.14.1. At the conclusion of each Design Phase (Schematic Design, Design Development and Construction Documents) the A/E shall provide the Owner with two (2) sets of drawings and specifications.
- 3. BIDDING OR NEGOTIATION SERVICES**
- 3.1. **Bidding Materials services** consisting of organizing and handling Bidding Documents for:
 - 3.1.1. Coordination
 - 3.1.2. Reproduction by Owner
 - 3.1.3. Completeness review
 - 3.2. **Addenda services** consisting of preparation and distribution of Addenda as may be required during bidding or negotiation and including supplementary Drawings, Specifications, instructions and notice(s) of changes in the bidding schedule and procedures.

3.3. Bidding/Negotiation services consisting of:

- 3.3.1. Participation in pre-bid conferences.
- 3.3.2. Responses to questions from Bidders or proposers and clarifications or interpretations of the Bidding Documents.
- 3.3.3. Attendance at bid opening(s).

3.4. Analysis of Alternates/Substitutions consisting of consideration, analyses, comparisons, and recommendations relative to alternates or substitutions proposed by Bidders or proposers either prior to or subsequent to receipt of Bids or proposals

4. CONSTRUCTION OBSERVATION SERVICES

4.1. Submittal Services consisting of:

- 4.1.1. Processing of submittals, including receipt, review of, and appropriate action on Shop Drawings, Product Data, Samples and other submittals required by the Contract Documents.
- 4.1.2. Distribution of submittals to Contractor/CM.
- 4.1.3. Related communications.

4.2. Observation services consisting of periodic visits to the site at intervals appropriate to the state of the work or as otherwise agreed by the Owner and Architect in writing to become generally familiar with the progress and quality of the Work completed and to determine in general if the

Work when completed will be in accordance with Contract Documents; preparing related reports and communications, and attendance at progress review meetings at the site.

- 4.2.1. Periodic site visitation totaling 150 man days over thirty months.

4.3. Responses to Requests for Information (RFI)

- 4.3.1. Responding to requests for clarifications or additional information related to the Contract Documents

4.4. Supplemental Documentation services consisting of:

- 4.4.1. Preparation, reproduction and distribution of supplemental Drawings, Specifications and interpretations in response to requests for clarification by Contractor/CM or the Owner.
- 4.4.2. Providing guidance to the Contractor/CM in conjunction with the Owner relative to changed requirements and schedule revisions.

4.5. Quotation Requests/Change Orders consisting of:

- 4.5.1. Preparation, reproduction and distribution of Drawings and Specifications to describe Work to be added, deleted or modified. Changes shall be clearly defined.
- 4.5.2. Review of proposals from Contractor/CM for reasonableness of quantities and costs of labor and materials.
- 4.5.3. Review and recommendations relative to changes in time for Substantial Completion.

- 4.5.4. Review on Owner's behalf relative to costs of Work proposed to be added, deleted or modified.
- 4.5.5. Assisting in the preparation of appropriate Modifications of the Contract(s) for Construction.
- 4.5.6. Coordination of communications, approvals, notifications and record- keeping relative to changes in the Work.
- 4.6. **Contract Cost Accounting services** consisting of:
 - 4.6.1. Review of records of payments on account of the Contract Sum and all changes thereto.
 - 4.6.2. Evaluation of Applications for Payment and certification thereof.
- 4.7. **Interpretations and Decisions** consisting of:
 - 4.7.1. Review of claims, disputes, or other matters between the Owner and Construction Manager relating to the execution or progress of the Work as provided in the Contract Documents.
 - 4.7.2. Rendering written decisions.
- 4.8. **Project Closeout services** initiated upon notice from the Contractor/CM that the Work, or a designated portion thereof which is acceptable to the Owner, is sufficiently complete in accordance with the Contract Documents to verify the list submitted by the Contractor/CM of items to be completed or corrected.
 - 4.8.1. Review with the Owner's representative for conformity of the Work to the Contract Documents to verify the list submitted by the Contractor/CM of items to be completed or corrected.
 - 4.8.2. Recommendation of the amounts to be withheld until final completion.
 - 4.8.3. Securing and receipt of consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment(s).
 - 4.8.4. Issuance of Certificate(s) of Substantial Completion.
 - 4.8.5. Inspection(s) upon notice by the Construction Manager that the Work is ready for final inspection and acceptance.
 - 4.8.6. Final inspection with the Owner's representative to verify final completion of the Work.
 - 4.8.7. Securing and receipt of consent of surety or sureties, if any, to the making of final payment(s).
 - 4.8.8. Issuance of final Certificate(s) for Payment.
 - 4.8.9. Final inspection of Water Distribution, Sewage Collection and Stormwater Management Facilities. Preparation of certifications to agencies along with record documents prepared based upon record information supplied by the Contractor/CM. Services include one final inspection for each certification.

5. ADDITIONAL SERVICES/EXPENSES (not included in the Basic or Other Services fee schedule):

5.1. Owner-Provided Services:

- 5.1.1. Environmental assessment of site, if necessary.
- 5.1.2. Environmental assessment of existing facilities to be renovated and/or demolished, and the removal of any hazardous material, if necessary.
- 5.1.3. Printing of all Contract Documents issued for bidding and construction.
- 5.1.4. Distribution of Contract Documents to Contractor/CM for estimating and bidding purposes.
- 5.1.5. Obtaining space for courtroom mock up.
Obtaining services for the construction of the mock-up.

5.2. Mock-Up Services relating to the construction of full-size typical courtroom for study during the design phases and consisting of:

- 5.2.1. Design and documentation for the required mock-up.
- 5.2.2. Construction administration of mock-up construction activities.
- 5.2.3. Arrangements for testing performance of mock-up.
- 5.2.4. Review, analysis and reporting of results.

5.3. Value Engineering – Value engineering is the detailed, systematic review of the design concepts, construction techniques, materials and building types associated with a project solely in terms of life cycle costs in an attempt to

obtain optimum value for every dollar spent. If Owner chooses to engage in value engineering, Owner shall either retain the services of an independent Value Engineer (“VE”) to perform the above review services to be complete at a stage no later than the completion of schematic design, or pay a mutually negotiated sum “at the time the services are requested” to HLM Design to perform the above review services at a stage later than the completion of schematic design, Owner acknowledges that schedule and cost impacts may occur. If Owner chooses to retain an independent VE, all recommendations of the VE shall be given to HLM Design for its review and adequate time will be provided for HLM Design to respond to these recommendations. HLM Design shall be compensated as an additional service for time spent to review the recommendations of the VE and to incorporate those accepted by both Owner and HLM Design. Objections to any recommendations made by the VE shall be stated in writing, Owner agrees that HLM Design shall not be responsible for any damage, cost or liability which arises in connection with or as a result of the incorporation of such design changes.

5.4. Commissioning – The performance of a functional and operational check of all systems and equipment to verify the installation is performing to the design criteria. HLM Design would prepare this service in conjunction with an independent contractor experienced in such activities.

5.5. Travel – Expenses outside the Central Florida area.

5.6. Structural Design – Design of Concrete Structure.

- 5.7. Record Drawing services** consisting of:
- 5.7.1. Making arrangements for obtaining from Contractor/CM information in the form of marked-up prints, drawings and other data certified by them on changes made during performance of the Work, including Change Directives, RFI's, ASI's, etc.
 - 5.7.2. Review of general accuracy of information submitted and certified by the Contractor/CM.
 - 5.7.3. Preparation of record drawings electronically based on certified information furnished by the Contractor/CM.
 - 5.7.4. Transmittal of record drawings and general data, appropriately identified, to the Owner and others as directed. Also, in electronic format.

Final Contract Version

6.0 Design Fees for Schematic Design thru Construction Services

Facility	Est. Construction Cost	Basic Services Fee %	Basic Services Fee \$	Other Services Fee %	Other Services Fee \$	Total Fees \$
Courthouse	\$25,000,000.00	7.00%	\$1,750,000.00	1.80%	\$450,000.00	\$2,200,000.00
Admin. Bldg.	\$6,000,000.00	6.50%	\$390,000.00	1.00%	\$60,000.00	\$450,000.00
Annex. Renov.	\$4,000,000.00	7.50%	\$300,000.00	1.00%	\$40,000.00	\$340,000.00
Totals	\$35,000,000.00	6.97%	\$2,440,000.00	1.57%	\$550,000.00	\$2,990,000.00
					Tot. Fee %	8.54%

Basic Services
Fees Include:

Architecture
Interior Design
Structural Engineering
Mechanical Engineering
Plumbing Engineering
Electrical Engineering

Other Services
Fees Include:

Landscape Arch.
Civil Engineering
Fire Protection
Security
Environmental Graphics
Audio / Visual
Acoustics