

- 1.3.2.2 Complete those design services in accordance with the Project Development Schedule as developed by the Design Professional from the Owners original schedule and finalized with Owner concurrence. See Attachment 3 for Owner’s original sample schedule.
- 1.3.2.3 Participate in the Value Engineering reviews at the end of schematic Design and Design Development phases.
  - 1.3.2.3.1 Design Professional shall integrate Owner’s accepted Value Engineering proposals into the documents. If the VE proposals require substantial revisions as determined by the Owner, then these revisions will be considered Supplemental Services (see Attachment 7).
- 1.3.2.4 Participate in the Constructability Reviews at the end of the Construction Documentation phase.
  - 1.3.2.4.1 Design Professional shall integrate the Owner’s accepted constructability review proposals into the documents. If the Constructability Review proposals require substantial revisions as determined by the Owner, then these revisions will be considered Supplemental Services (see Attachment 7).
- 1.3.2.5 Participate in all meetings where the content of the design and construction documents will be coordinated and reconciled, as scheduled during any phase of the project.
- 1.3.2.6 Provide Statement of Probable Construction Costs at the times as identified in the Basic Phasing Document (Attachment 2).
- 1.3.2.7 Provide a Permitting Plan utilizing the sample tracking format as found in Attachment 4.
- 1.3.2.8 The Design Professional shall attend project design review meetings as required for the Project with representatives of the Design Professional’s Consultants throughout the design process, reviewing project budget, scheduling, scope, Consultant’s development and progress, and any special issues related to the continuing progress of the project. The Design Professional shall provide meeting minutes, sketches and other documents as needed to illustrate progress and for the resolution of discussed issues requiring the Owner’s review, comments, input or direction.
- 1.3.2.9 The Design Professional shall attend the project construction meetings as required for the project for the construction phases. The Design Professional shall provide Meeting Minute Commentaries for all noted design related and constructability related issues for resolution as well as for new issues presented in the meeting.
- 1.3.2.10 The Design Professional will immediately investigate any non-conforming or suspect in place work or document issue that is brought to his attention by others or is discovered by the Design Team’s site visits. The Design Professional shall provide written recommendations to the Owner for these types of issues for review and Owner direction. Note that the Contractor shall be required to document all questions in the Request for Information format (RFI).
- 1.3.2.11 The Design Professional shall identify inappropriate plan review rejections, including category, in writing to the Owner within 5 days of receipt.
- 1.3.2.12 Removal of Unapproved Items: The Design Professional shall, without additional compensation, modify the Construction Documents as necessary to remove scope items that are:**
  - 1.3.2.12.1 Not identified in the original Project Scope as set forth in Attachment 16;
  - 1.3.2.12.2 Not identified in the Owner-approved Scope Validation Report (the “SVR”); or
  - 1.3.2.12.3 Not required by Code in relation to the original Project Scope or SVR.

4.1.10. The Owner shall arrange for access to and make all provisions for the Design Professional to enter the site set forth in the Authorization to Proceed to perform the Services to be provided by the Design Professional under this Agreement. The Design Professional acknowledges that such access may be provided during times that are not the normal business hours of the Design Professional.

4.1.11. Wherever the terms of this Agreement refer to an action, consent, or approval to be provided by the Owner or some notice, report or document is to be provided to the Owner, such reference to "Owner" shall mean Owner's designee, unless otherwise stated.

4.1.12 The Design Professional shall be required to use Owner's Project Management software, e-Builder. One (1) license will be distributed to Design Professional, at cost to Owner, which will allow access into e-Builder for one or multiple projects as awarded by Owner. Usage of this license will be provided throughout the duration of the project(s). Based on availability, additional licenses may be provided as needed.

## **PART 5 – TERMS AND CONDITIONS**

### **PART 5 – ARTICLE 1 – Miscellaneous**

5.1.1. Unless the content of the Agreement otherwise clearly states, references to the plural include the singular, the term "including" is not limiting and the terms "hereof," "herein," "hereunder" and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement.

5.1.2 The use of gender in this agreement is inter-changeable for both male and female in all instances.

### **PART 5 – ARTICLE 2 – Liability**

5.2.1 This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

- A. By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.
  
- B. By Design Professional: Design Professional agrees to indemnify and hold harmless and defend SBBC, its servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its servants and employees may pay or become obligated to pay on account of any claim or action founded thereon, arising or to have arisen out of the products, or services furnished by Design Professional, its consultants, or employees; the Design Professional, its consultants or employees while on premises owned or controlled by SBBC; or the negligence of Design Professional or the negligence of Design Professional's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by Design Professional, SBBC or otherwise.

11.3.1.2 Project Manual

11.3.1.2.1 The Design Professional shall insert Division 0 and Division 1 into the specifications.

11.3.1.2.1.1 The Design Professional shall not add or delete items from the Division 0 and Division 2 documents without prior written approval from the Owner.

11.3.1.2.2 Approved list of alternate bid items, as authorized by the Owner shall be integrated into the project bid documents and the specifications.

11.3.1.3 As required, a threshold building inspection plan, prepared by the Design Professional, and the name of a certified threshold building inspector, as set forth in Section 553.79(5), F.S., shall be submitted to the Owner for review and approval with the 100% Construction Documents

11.3.1.3.1 Threshold building inspection plan documents are required for the following conditions:

11.3.1.3.1.1 Any building greater than three (3) stories or fifty (50) feet in height.

11.3.1.3.1.2 Any building with an assembly space that exceeds five thousand (5000) square feet in area, and/or an occupant load of five hundred (500) or more persons. Check- is this and/or

11.3.1.4 An Updated Statement of Probable Construction Cost as indicated by time factor, changes in requirements, or general market conditions.

11.3.1.4.1 If this Statement of Probable Construction Cost exceeds the construction Budget, the Design Professional shall review materials, equipment, component systems and types of construction included in the Contract Documents and shall recommend changes in such items and/or reasonable adjustments in the scope of the Project for Owner approval for integration into the documents.

11.3.1.4.2 11.3.1.4.2 The Design Professional shall make best efforts to design the project to be within the Fixed Limit of Construction Cost (the "FLCC") established by Owner. If the Design Professional can demonstrate that it is unable to design the project to be within the FLCC, the Owner, in its sole discretion, may either increase the FLCC, direct the Design Professional to modify and/or revise the Project Scope to bring the project within the FLCC, or cancel the project. If the Owner directs the Design Professional to modify and/or revise the project scope, the Owner shall negotiate additional compensation to be paid to the Design Professional for such services.

investigating the qualifications of bidders and shall provide a written recommendation for bid award.

12.8 The Design Professional shall advise and consult with the Owner in awarding, and in the preparation of any Agreements necessary for the construction of the project.

12.9 If the lowest responsive Base Bid received exceeds the Fixed Limit of Construction Cost the Owner will either:

12.9.1 Approve the increase in Project cost and award a contract or,

12.9.2 Reject all bids and rebid the Project within a reasonable time with no change in the Project,

12.9.3 Direct the Design Professional to revise the Project scope or quality, or both, as approved by the Owner, and rebid the Project.

12.9.4 Suspend or abandon the Project.

~~12.10 The Design Professional shall, modify the Construction Documents as necessary to bring the project within the Budget Construction Cost. The providing of such service shall be the limit of the Design Professional's responsibility in this regard and having done so, the Design Professional shall be compensated in accordance with this Agreement. The Owner may recognize exceptional construction market cost fluctuations before exercising the option provided in Article 12.9.3 above. The Owner agrees to discuss this issue with the Design Professional prior to exercising this option.~~

12.10 Under Article 12.9.3 above, if exercised by Owner, the Design Professional shall modify the Construction Documents as necessary to bring the project within the original or revised Fixed Limit of Construction Cost (FLCC), as established by Owner. Owner shall negotiate additional compensation to be paid to the Design Professional for such services.

12.11 If an estimate or cost analysis is required by the Owner for this phase, the Design Professional shall analyze bids and to assist in the preparation of any modified bidding documents or re-bid documents that may be required to ensure successful bidding within the Budget Construction Cost.

**13.0 Administration of the Construction Contract**

13.1 Duration

13.1.1 The Construction Administration Phase will begin with the award of the Construction Contract and will end when the Contractor's final Payment Certificate is approved by the Owner.

13.1.2 During this period, the Design Professional shall provide Administration of the Construction Contract as set forth in the Contract Documents between the Owner and the Contractor, as basic services, including participation in building commissioning and partnering. Refer to Section 01350 – special procedures.