

jurisdiction over the project and Project Consultant acknowledges that the aforesaid authorities may require modifications of any of the documents submitted by Project Consultant. Subject to Article 2, such modifications shall be made at no cost to Owner.

2.1.11 Removal of Unapproved Items: The Project Consultant shall, without additional compensation, modify the Construction Documents as necessary to remove scope items that are:

- 2.1.11.1 Not identified in the original Project Scope as set forth in Attachment 16;
- 2.1.11.2 Not identified in the Owner-approved Scope Validation Report (the “SVR”); or
- 2.1.11.3 Not required by Code in relation to the original Project Scope or SVR

2.2 PHASE I - Schematic Design:

- 2.2.1 The Project Consultant shall confer with representatives of the Owner to verify and confirm the Program (as appropriate to the type of project), consisting of a detailed listing of all functions and spaces together with the square footage of each assignable space, gross square footage, and a description of the relationships between and among the principal programmatic elements. (If the project needs are so unique that a special analysis of the requirements is necessary to establish a more detailed program, such services may be authorized as Supplemental Services).
- 2.2.2 The Project Consultant shall, prior to commencing Phase I design activities, receive a fully approved and executed ATP and Purchase order (See 5.2.3), visit and inspect the site to verify if existing conditions conform to those portrayed on information as may have been provided by the Owner:
 - .1 Take photographs and make written documentation, sketches, notes or reports to confirm and record the general condition and age of the existing equipment and site with particular attention to the following building/site elements as appropriate to the Project:
 - .1 All above ceiling areas.
 - .2 Power supplies, switch gear, breaker panels, electrical room, electrical vault, transformers and mechanical room.
 - .3 Major components of existing HVAC systems including chillers, cooling towers, air handling units, and primary ductwork runs.
 - .4 Roofing, waterproofing and building envelope systems.
 - .5 Site drainage systems and water retention characteristics.
 - .6 Determine age and condition of fixed equipment.
 - .7 Life safety, fire alarms, public address, generators and emergency lighting.
 - .8 ADA requirements.

- 1 The necessary bidding information, the bidding forms, the conditions of the contract and Division 1 with respect to the foregoing documents and regarding any other Agreements necessary for construction of the project. However, in no case will Project Consultant amend or delete items from these documents without prior review and written approval from Owner.
- 2 A project specific set of Division 1 specifications based upon master documents provided by the Owner, including all schedules, lists and inventories as required to complete the Owner's master documents including Contractor's Submittal schedules, warranty schedules, salvage schedules, preliminary construction schedule, etc.
- 3 Final specification sections for Divisions 2 through 17 organized and formatted as required for the set of Phase III, 50% progress specifications.
- 4 Approved alternate bid items, if required and authorized by the Owner, to bring the project within the Fixed Limit of Construction Cost (FLCC) which would permit Owner in its sole discretion to accept or reject portions of the construction of the project. No additional compensation shall be provided for bid alternates if they are part of the original scope of work.
- .7 A threshold building inspection plan, prepared by the Project Consultant, and the name of a certified threshold building inspector, as set forth in Section 553.79(5), Florida Statutes (2004) as amended from time to time, shall be submitted to the Owner and the Department of Education (as applicable) for review and approval with Phase III documents. Threshold building inspection plan documents shall be submitted for:
 - 1 Any building greater than three (3) stories or fifty (50) feet in height, or
 - 2 Any building with an assembly space that exceeds five thousand (5000) square feet in area, and an occupant load of five hundred (500) or more persons.
- .8 An Updated Statement of Probable Construction Cost as indicated by time factor, changes in requirements, or general market conditions.
- .9 A letter from the Project Consultant and each of the major technical disciplines and any necessary Sub-Consultants explaining how each previous review comment (as generated by the Owner and/or other reviewing agencies) concerning the project has been addressed and/or corrected.
- .4 The Project Consultant shall make best efforts to design the project to be within the Fixed Limit of Construction Cost (the "FLCC") established by Owner. If the Latest Statement of Probable Construction Cost exceeds the Fixed Limit of Construction Cost for construction, the Project Consultant shall review the materials, equipment, component systems and types of construction included in the Contract Documents with the Owner and may recommend changes in such items and/or reasonable adjustments in the scope of the Project (to be made at no additional cost to the Owner). If the Project Consultant 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 Project Consultant to modify and/or revise the Project Scope to bring the project within the FLCC, or cancel the project. If the Owner directs the Project Consultant to modify and/or revise the project scope, the Owner shall negotiate additional compensation to be paid to the Project Consultant for such services in accordance with Article 5.2.2.

graphic changes are required the drawing sheets shall be revised and issued as addendum drawings as directed by Owner.

- 2.5.6 The Project Consultant shall be present at the opening of bids with the Owner's staff.
- 2.5.7 The Project Consultant shall participate with Owner in evaluating the bids and shall provide a written recommendation for bid award.
- 2.5.8 If the lowest responsive Base Bid received exceeds the Fixed Limit of Construction Cost the Owner will either:
- .1 Approve the increase of Project costs and award a contract or,
 - .2 Reject all bids and rebid the Project within a reasonable time with no change in the Project,
 - .3 Direct the Project Consultant to revise the Project scope or quality, or both, as approved by the Owner, and rebid the Project, or
 - .4 Suspend or abandon the Project, or
- 2.5.9 ~~Under Article 2.5.6.2 above, the Project Consultant shall, without additional compensation, modify the Construction Documents as necessary to bring the project within the Fixed Limit of Construction Cost. The providing of such service shall be the limit of the Project Consultant's responsibility in this regard and having done so, the Project Consultant shall be compensated in accordance with this Agreement. The Owner may recognize exceptional construction market cost fluctuations before exercising the option provided in Article 2.5.6.2 above. The Owner agrees to discuss this issue with the Project Consultant prior to exercising this option.~~
- 2.5.9 Under Article 2.5.8.3 above, if exercised by Owner, the Project Consultant 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 Project Consultant for such services in accordance with Article 5.2.2.
- 2.5.10 If an estimate or cost analysis is required by the Owner for this phase, the Project Consultant shall utilize the previously established independent cost estimator, or a replacement acceptable to the Owner, to 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 Fixed Limit of Construction Cost.

- 4.1.8 **Standard Construction Bidding And Contract Documents:** The Owner shall furnish the Project Consultant with sample bidding and contract requirements and general requirements containing the basic provisions and requirements of Owner. These documents are comprised of the Bidding Requirements, Contracting Requirements, and Division 1 Specification Sections that will be utilized by the Project Consultant to develop the construction contract documents required under the terms of this Agreement. The Project Consultant acknowledges that these Owner Standard Documents will be made available by the Owner and shall be reviewed and analyzed by the Project Consultant and that these documents shall serve as the basis for the Project Consultant's development of bidding documents for the Owner.
- 4.1.9 Owner shall arrange and pay for the required advertisements for bid.
- 4.1.10 Owner, assisted by Project Consultant, shall issue the bid documents to bidders, maintain the planholders list, and issue addenda.
- 4.1.11 Owner shall be responsible for issuance of formal notices to proceed (if any) to the Contractor.
- 4.1.12 **e-Builder.** The Project Consultant 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.

4.2 Owner Furnished Items

- 4.2.1 The services, information, surveys and reports specified by Article 4.1 shall be furnished at the Owner's expense, and the Project Consultant shall be entitled to rely upon the accuracy and completeness thereof. However, if the Project Consultant reviews all of the information provided by the Owner (such as surveys, soil borings and "as-built" documentation) and determines additional information and/or testing is required to properly design the project, the Project Consultant shall request same from the Owner.
- 4.2.2 When documents, services, or other materials furnished by the Owner for the Project Consultant's use are deemed by the Project Consultant as inappropriate, inaccurate, or otherwise unreasonable, the Project Consultant shall notify the Owner immediately upon discovery of same. Failure of the Project Consultant to so notify the Owner shall result in the Project Consultant's being responsible for any costs, expenses, or damages incurred by the Owner and forfeiture of claims for damages, delays or other compensation related to the use of those Owner furnished materials.
- 4.2.3 The Owner shall furnish the above information or authorize the Project Consultant to provide it, as a supplemental service (except where otherwise stipulated), as expeditiously as possible for the orderly progress and development of the Project.

ARTICLE 5 BASIS OF COMPENSATION

5.1 Professional Service Fees: